



TABLE OF CONTENTS

1	MECA FORMALITIES	5
1.1	Statement of Intent	
1.2	Parties	5
1.3	Application of MECA	5
1.4	Existing Employees on Individual Employment Agreements	6
1.5	New Employees	
1.6	Definition's	
1.7	Variation to MECA	
1.8	Completeness	
1.9	Savings	
1.10	Non-waiver understanding	
1.11	Organisational Policies	
1.12	Term of MECA	
2	HOURS OF WORK AND RELATED PROVISIONS	
2.1	Statement of Intent: Stress and Wellbeing	
2.2	Hours of Work	
2.3	Minimum Break Between Spells of Duty	
2.4	Meal and Rest Breaks	
2.5	Overtime and Penal Allowances	
2.6	On Call/Call Back	
3	REMUNERATION AND ALLOWANCES	11
3.1	Statement of Intent	
3.2	Starting Salaries	
3.3	Payment of Salary (see also Capital & Coast DHB schedule)	
3.4	Salary Scales	
3.5	Merit Progression	
3.6	Transition to New Merit Progression Process	
3.7	Meal Allowances	
3.8	Higher Duties Allowance	
3.9	Travel Allowances / Expenses	
4	EMPLOYEE HEALTH AND WELLNESS	
4.1	Statement of Intent	16
4.2	Annual Leave	17
4.3	Shift Leave	17
4.4	Public Holidays	17
4.5	Bereavement/Tangihanga Leave	19
4.6	Sick Leave	20
4.7	ACC Work-Related Accident	21
4.8	Non Work-Related Accident	22
4.9	Transport of Injured Employees	22
4.10	Parental Leave and Reappointment after Childcare	
4.11	Reappointment after Childcare	
4.12	Jury Service or Witness Leave	25
4.13	Long Service Leave	26
4.14	Health & Safety	26
5	PROFESSIONAL TRAINING AND DEVELOPMENT	
6	UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT	27
7	ENDING EMPLOYMENT	
7.1	Notice Period	27
7.2	Abandonment of Employment	28
7.3	Certificate of Service	
8	MISCELLANEOUS	
8.1	Indemnity Insurance	
8.2	KiwiSaver & Superannuation	
9	RETIREMENT GRATUITIES	29
10	CONFIDENTIALITY & PUBLIC STATEMENTS	29
11	PAY FQUITY	

12	WORKING BETTER TOGETHER	29
12.1	Deduction of PSA Subscriptions	29
12.2	Workplace Meetings	
12.3	Delegate Training & Activities	29
12.4	Right of Entry	29
13	HĂRASSMENT PREVENTION	30
13.1	Statement of Intent	30
14	FAMILY VIOLENCE	30
15	SOLVING PROBLEMS	30
15.1	Statement of Intent	
15.2	Employment Relationship Problems	30
16	CONSULTATION, CO-OPERATION AND CHANGE	33
16.1	Statement of Intent	33
16.2	Management of Change	33
16.3	Consultation	33
16.4	Staff Surplus	34
16.5	Change of Ownership	
16.6	Bargaining Fee	
18	SIGNATURE OF PARTIES	
	SCHEDULES: SCHEDULES OF ADDITIONAL TERMS & CONDITIONS	
	I and Coast District Health Board (Capital and Coast DHB)	
	e's Bay District Health Board (Hawke's Bay DHB)	
	alley District Health Board (Hutt Valley DHB)	
	ntral District Health Board (MidCentral DHB)	
	ntral DHB Enable NZ	
	aki District Health Board (Taranaki DHB)	
	ganui District Health Board (Whanganui DHB)	
	apa District Health Board (Wairarapa DHB)	
APPE	NDIX ONE: COVERAGE IN EACH OF THE INDIVIDUAL DHBS AS AT 31 DECEMBER	2
	116	
	NDIX TWO: VARIATION TO THE MULTI-EMPLOYER COLLECTIVE AGREEMENT 2	
JUNE	2018 TO 1 JUNE 2021	116

1 MECA FORMALITIES

1.1 Statement of Intent

An essential feature of this MECA is that it is based on mutual trust and confidence between the parties and is a catalyst to the development of a relationship between the employer, employees and the PSA, which is based on a partnership concept.

The purpose of such a concept is to deliver quality health services to the community in an efficient and effective manner.

This purpose can best be achieved when the parties are committed to promoting a proper balance between the needs of the patients and customers, the employer as an organisation, its employees and the PSA.

1.2 Parties

In terms of Section 54 of Employment Relations Act 2000 this Multi Employer Collective Agreement (MECA) is made between:

- Capital and Coast District Health Board (Capital and Coast DHB)
- Hawke's Bay District Health Board (Hawke's Bay DHB)
- Hutt Valley District Health Board (Hutt Valley (DHB)
- MidCentral District Health Board (MidCentral DHB)
- Taranaki District Health Board (Taranaki DHB)
- Whanganui District Health Board (Whanganui DHB)
- Wairarapa District Health Board (Wairarapa DHB)

(hereinafter referred to as the "employer").

AND

The New Zealand Public Service Association *Te Pukenga Here Tikanga Mahi* Incorporated

(hereinafter referred to as "the PSA" or "Union").

1.3 Application of MECA

- (a) The MECA will cover all employees who are or become members of the union, and are employed by the employer at all sites in any of the occupational groups below:
 - Administrative Staff
 - Information Technology (Whanganui and MidCentral DHBs Only)
 - Administration Team Leaders
 - Personal Assistants up to Group Manager (or equivalent Manager Title at the DHBs) level (except as excluded below)
- (b) Excluded from the above coverage shall be the following occupational groups:
 - Human Resource Consultants and Advisors
 - Storepersons (Enable only)
 - Housing Advisory Officers (Enable only)
 - Information Technology (except as stated in a) above)
 - Managers (above Team Leader level)
 - Personal Assistants to Group/General Managers (or equivalent Manager Title at the DHBs) and above
 - Consultants
 - Professional Advisers Administration

- (c) In circumstances where a position is 51% or more technical or managerial but also contains administration duties the employer shall determine on a case by case basis whether the position falls within the coverage of this document.
- (d) Nothing in the above coverage clause shall act to exclude any employee who is a member of the PSA and was covered by the regional MECA that preceded this MECA nor shall it act to include any employee whose position was explicitly excluded from coverage of the regional MECA that preceded this MECA unless the PSA and the DHB concerned specifically agree otherwise.

1.4 Existing Employees on Individual Employment Agreements

Subject to joining the PSA, where an employee on an individual employment agreement elects to be bound by this MECA, their previous terms and conditions of employment shall no longer apply unless otherwise agreed between that employee and the employer. The employer recognises that the employee has an entitlement to seek advice from the PSA in this regard.

1.5 New Employees

New employees shall, in the first instance, be offered the opportunity to become a member of the PSA. The new employee shall from the date of becoming a union member, be entitled to all the benefits, and be bound by all of the obligations under this MECA. Further to this, the provisions of Section 62 of the Employment Relations Act 2000 shall apply.

1.6 Definitions

Annual Divisor in Hawke's Bay DHB, Capital and Coast DHB, Whanganui DHB - 2086 of the yearly rate of salary payable. Hutt Valley DHB, Taranaki DHB, MidCentral DHB, Wairarapa DHB – 2080 of the yearly rate of salary payable. The hourly rate will be correct to 3 decimal places.

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.

Duty means one or more periods of service required to be given to an employee during any one period of 24 hours.

Employee means any person employed by the employer and whose position is covered by this MECA.

Employer means the relevant DHB employing the particular employee

Fortnight means the 14 days commencing midnight Sunday/Monday. When the major part of a shift falls on a particular day the whole shift shall be regarded as being worked on that day. This applies to rostering provisions only and not to application of penal rates under clause 2.6.

Full time employee means an employee who works not less than the ordinary working hours set out under the hours of work clause in this MECA.

Overtime is time worked in excess of 8 or 10 hours a day (depending on the shift) or in excess of 80 hours a fortnight when such work has been properly authorised by the employer. Overtime shall be calculated to the nearest quarter of an hour.

Part time employee means an employee, other than a casual employee, who works on a regular basis but less than the hours set out in the hours of work clause. Any wages and benefits, e.g. leave, will be pro-rated according to the hours worked unless specifically stated otherwise in this MECA.

Penal time is time worked (other than overtime) within ordinary weekly hours of work on nights, Saturdays or Sundays or public holidays.

Permanent employee means an employee who is employed for an indefinite term; that is, an employee who is not employed on a temporary or casual basis.

Recognised Service (refer to DHB specific schedules). Casual employees by the nature of their employment are not entitled to service related entitlements.

Shift work is defined as the same work performed by two or more employees or two or more successive sets or groups of employees working successive periods. A qualifying shift has a corresponding meaning.

Substantially means engaged in a particular job for more than 50% of the time during each week.

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

1.7 Variation to MECA

This MECA may be varied in writing during its term by the signed agreement between the employer and the PSA, subject to DHB & PSA ratification processes. Any variation will apply only to those employees directly affected. Employees are "Directly affected" only if their terms of employment will be altered as a result of the proposed variation.

The process as set out in Clause 16 Co-operation, Consultation and Change will apply in these circumstances.

1.8 Completeness

This MECA supersedes all terms and conditions in previous MECAs.

However, as significant changes have been made, it is acknowledged that certain terms and conditions may have inadvertently been omitted. This MECA shall not operate so as to deprive employees of a benefit that was omitted in error. Nor shall it operate so as to provide an employee of a benefit that was inadvertently included.

1.9 Savings

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

1.10 Non-waiver understanding

Failure by either party to enforce any right or obligation with respect to any matter arising in connection with this MECA shall not constitute a waiver as to that matter, or any other matter, either then or in the future.

1.11 Organisational Policies

All employees covered by this MECA shall comply with the employer's Code of Conduct, rules, policies and procedures as advised and amended from time to time at the employer's discretion taking into account the provisions of Clause 16, Co-operation, Consultation and Change.

1.12 Term of MECA

The term for this MECA will be from 2 June 2021 to 31 December 2021.

2 HOURS OF WORK AND RELATED PROVISIONS

2.1 Statement of Intent: Stress and Wellbeing

The employer recognises the need for staff to balance their work with their recreational and home life and is committed to active participation in the management of workloads and working time that achieves staff and management goals and results in realistic workload expectations. The employer and the PSA recognise that a degree of stress is a part of the modern workplace. The employer makes a commitment to working with staff to develop policies and practices that attempt to minimise the negative impact stress has on workers' lives.

The parties note that the Health and Safety At Work Act 2015 s36 requires the employer to take all practical steps to prevent harm occurring to employees from the way work is organised.

2.2 Hours of Work

The Week

The week shall start and end at midnight Sunday/Monday. When the major part of a duty falls on a particular day, the whole duty shall be regarded as being worked on that day for the purpose of establishing which week the day belongs to.

Ordinary Hours of Work

The ordinary hours for non rostered staff shall be worked as follows:

- eighty (80) hours per two week period (fourteen days);
- not more than ten (10) duties;
- not more than ten (10) hours per duty;
- between 0600 and 2000 hours, Monday to Friday except were the employee agrees to flexible hours.

A duty shall be continuous except for the meal periods and rest breaks provided for in this MECA.

Except for overtime or where an alternative arrangement is operating, each employee shall have a minimum of two (2) consecutive days off during each week.

Shift Workers

The parties note that the Health and Safety at Work Act 2015 s36 requires the employer to take all practical steps to prevent harm occurring to employees from the way work is organised.

- (a) Shift workers may be employed during any period of each twenty-four hours, the fortnightly hours to be 80 hours made up to ten shifts, each not exceeding ten hours. Except in an emergency an employee shall work no more than 7 consecutive duties. Where seven (7) consecutive periods are worked these shall be followed by no less than 2 consecutive days off.
 - The ordinary hours for rostered shift work may average eighty (80) hours per fortnight during a period of up to seven (7) weeks, or the applicable roster period, whichever is the lesser.
- (b) For the purpose of this clause shift work shall mean all regular and continuing periods of rostered duties. An employee shall be deemed to be a shift worker if employed on five consecutive shifts, but the intervention of rostered days off shall be deemed to break the consecutiveness of such shifts.

- (c) Employees may change shifts one with another employee with mutual agreement and approval of the Line Manager, providing this does not incur extra payments
- (d) Where the employer requests an employee to swap a duty for operational needs this will incur the normal overtime or penal provisions where applicable.

Rosters

Rostered duty means a schedule of duty times showing the days of the week and or shifts when an employee is to be on or off work.

A roster for a minimum period of 14 days shall be posted at least 14 days in advance. Once posted, rosters may only be varied following consultation with the staff affected or in the event of exceptional circumstances.

Variation of Hours of Work Requirements

(a) Emergencies

The employer may require variations to hours of work requirements to meet the needs of emergencies.

(b) Occasional Variations

Occasional variations to the times of day and/or days of week to meet service requirements shall be by agreement between the employer and the directly affected employee(s).

(c) Changes to Hours of Work Requirements

Except as provided for above, where the employer requires an employee to change their hours of work requirements to meet service needs, then a minimum of one month prior notice of the change, including notification to the union, shall be given for the purpose of reaching written agreement between the employee and the employer. A shorter period of notice may be applied by agreement.

Hours of work requirement, if not defined in their current terms of employment, means the regular routine or rostered hours normally worked by an employee on an on-going basis. The hours of work requirement shall comply with this section.

2.3 Minimum Break Between Spells of Duty

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

- (e) The penalty payment provisions of this clause will not apply in any case where the result would be to give an employee a lesser payment than would otherwise have been received.
- (f) Time spent off duty during ordinary hours solely to obtain a nine-hour break shall be paid at ordinary time rates. Any absence after the ninth continuous hour of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.

2.4 Meal and Rest Breaks

Employees will not have to work more than five hours without being allowed a meal break of at least 30 minutes, except in an emergency. Employees unable to be relieved from work for a meal break shall be allowed to have a meal on duty and this period shall be regarded as working time.

Employees unable to take a meal five hours after starting work shall claim overtime rate from the expiry of five hours until the time when a meal break or a meal on duty can be taken. This is done with the approval of the employer.

Employees are entitled to rest breaks of 10 minutes for morning tea, afternoon tea or supper where these occur during duty, which shall be allowed as work time. The employer will provide tea, coffee, milk and sugar.

2.5 Overtime and Penal Allowances

Overtime is time worked in excess of the rostered hours for each duty, or the duties rostered for the fortnight, when such work has been properly authorised. Part-timers shall not be paid overtime until 8 (or 10 for a 10 hour duty) hours in any one-day have been exceeded.

Penal time is time worked other than overtime within ordinary hours of work on nights, a Saturday, a Sunday or a public holiday.

(a) Overtime and Penal Rates

Overtime Rates: Subject to c(ii) below, where required, overtime worked on any day, other than a public holiday shall be paid at one and one half the ordinary hourly rate of pay (T1.5).

Overtime worked on a Public Holiday shall be paid at double the ordinary rate of pay (T2).

No employee shall be required to work more thanon call twelve consecutive hours where their normal shift is of eight or ten hours duration.

(b) Penal Rates:

Where required penal time shall be paid at the following rates:

- (i) Weekend rate midnight Friday to midnight Sunday at time half (T0.5) in addition to ordinary rate of pay.
- (ii) Public holidays shall be paid T2 of the ordinary hourly rate of pay as per Clause 4.4.4.

(iii) Night rate

An employee whose normal hours of duty fall between 2000 hours and 0600 hours from midnight Sunday/Monday to midnight Friday/Saturday will be paid at time quarter (T0.25) in addition to the normal hourly rate for any hours worked between these hours.

Night rate is not to be paid when overtime is being worked. Night rate will not be paid for work undertaken on a public holiday or weekend which attracts other penal rates.

(c) Limits of Payment for Overtime and Penal Time

(i) Overtime

Overtime and penal time shall not be paid in respect of the same hours worked.

(ii) Time in Lieu

By mutual agreement, time in lieu, for authorised overtime, may be taken at times mutually agreed between the employee and the employer within a three month period. The hours off shall be granted as time for time. If not taken within the required time the leave or payment is forfeited except where it is agreed that workload does not allow time in lieu to be taken.

(iii) In the event that an employee(s) is already receiving additional remuneration for penal rates from an employment agreement not covered by sub-clauses(a) and ((b) of this clause, it is not the intention of the parties that the employee(s) will be paid twice for these duties."

2.6 On Call/Call Back

- (a) Where an employee is instructed to be on call during normal off duty hours, an on call allowance of \$4.04 per hour for weekdays and weekends, and \$6.06 per hour on public holidays effective from 4 March 2019 shall be paid for each hour the employee is on call.
- (b) 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.
- (c) An employee shall be paid for a minimum of two hours or for actual working and travelling time, whichever is the greater, when the employee is called back to perform work after completing a duty and having left the place of work or is called back before the normal time of starting a duty 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 further 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 employee had worked continuously form the beginning of the previous call back to the end of the later call back. Payment for call back shall be paid at the appropriate overtime rates.

(d) Transport for call back duty. Refer clause 3.9 (c).

3 REMUNERATION AND ALLOWANCES

3.1 Statement of Intent

In rewarding employees for their contribution to the delivery of a quality health service, the issues of job size, skills, attributes, performance, merit, fairness, recruitment, and retention are all important factors. The employer is committed to providing a career structure that emphasises the need to further develop skills. DHBs value the contribution of employees, not just for their effort, but also for their initiative in improving processes, introducing new ideas, and being involved in the development of their area of work.

3.2 Starting Salaries

The employer will, on appointment, determine the salary level to be paid to new employees, taking into account the following factors:

- (a) previous work or other relevant experience; and
- (b) relevant educational or other qualifications; and
- (c) the ease or difficulty in recruiting the specific skills and/or experience required for the position; and
- (d) job content and complexity

3.3 Payment of Salary (see also Capital & Coast DHB schedule)

Employees will be paid fortnightly in arrears by direct credit or cheque. The employer will use its best endeavours to pay employees no later than one working day prior to the weekend.

- (a) Where employees have taken leave in advance of it becoming due and leave before the entitlement has accrued, the employer will deduct the amount owing in excess of entitlement from employees' final pay.
- (b) Employees shall complete timesheets as required by the employer. Wherever practicable any disputed items shall not be changed without either first referring it to the affected employee or bringing it to their attention afterwards.
- (c) Overpayment recovery procedures: attention is drawn to the Wages Protection Act 1983. The provisions of this Act, or any amendment or Act passed in substitution for this Act, shall apply.

3.4 Salary Scales

Refer to DHB specific schedules

	LNI PSA Administration MECA						
Step	1 May 2017	4-Mar-19	3-Jun-19	1-Jun-20			
37	72,125	74,125	76,125	78,125			
36	70,710	72,710	74,710	76,710			
35	69,324	71,324	73,324	75,324			
34	67,964	69,964	71,964	73,964			
33	66,631	68,631	70,631	72,631			
32	65,324	67,324	69,324	71,324			
31	64,043	66,043	68,043	70,043			
30	62,787	64,787	66,787	68,787			
29	61,556	63,556	65,556	67,556			
28	60,350	62,350	64,350	66,350			
27	59,167	61,167	63,167	65,167			
26	58,005	60,005	62,005	64,005			
25	56,868	58,868	60,868	62,868			
24	55,754	57,754	59,754	61,754			
23	54,659	56,659	58,659	60,659			
22	53,588	55,588	57,588	59,588			
21	52,537	54,537	56,537	58,537			
20	51,507	53,507	55,507	57,507			
19	50,497	52,497	54,497	56,497			
18	49,507	51,507	53,507	55,507			
17	48,537	50,537	52,537	54,537			
16	47,586	49,586	51,586	53,586			
15	46,653	48,653	50,653	52,653			
14	45,738	47,738	49,738	51,738			
13	44,840	46,840	48,840	50,840			
12	43,961	45,961	47,961	49,961			
11	43,100	45,100	47,100	49,100			
10	42,255	44,255	46,255	48,255			
9	41,427	43,427	45,427	47,427			
8	40,614	42,614	44,614	46,614			
7	39,817	41,817	43,817	45,817			
6	39,037	41,720	43,720	45,720			
5	38,271						
4	37,520						
3	36,784						
2	36,062						
1	35,356						

3.5 Merit Progression

The merit progression process will be based on the principles of Transparency, Consistency and Fairness.

Merit steps are linked to the number of top salary steps as outlined in the DHB specific schedules.

Employees will be eligible for progression to the appropriate merit step either;

- one year after reaching the top 'automatic' salary or
- one year after reaching any merit step below the top step in their salary band

The Merit step acknowledges an employee who is continually performing above the expectations of the job and who consistently demonstrates good behavioural standards and role models the values of the DHB.

3.5.1 Process

Step 1. Employee becomes eligible

The date the employee becomes eligible for consideration for merit progression is 12 months from the date the employee reached the top step for automatic progression.

The merit progression discussion should take place between the manager and the employee at the employee's annual performance appraisal at the time the employee reaches the top step for automatic progression, i.e. one year prior to the employee becoming eligible for consideration for merit progression. This will enable the manager and employee to discuss and agree the merit objectives that will used to assess the employee's performance during the upcoming 12 months. The onus is on the manager, in consultation with the employee, to determine the date at which the employee becomes eligible.

Step 2. Meeting 1 / performance appraisal to set objectives

If the employee wishes to be considered for progression to a merit step, the employee and their manager should discuss and agree merit objectives as part of the annual performance appraisal and objective planning process.

The employee and their manager are both responsible for arranging an annual performance appraisal meeting. Where appropriate, the employee's professional advisor (or equivalent) may be involved in the meeting. No staff member shall be disadvantaged through non-participation of the manager or unforeseen circumstances affecting the manager's availability.

Where the employee is experiencing delays in the participation or input of their Manager, this can be escalated to the one up manager to avoid holding up the process further.

Likewise there is an expectation that the staff member will make every reasonable endeavour to attend meetings as arranged.

Failure of the employee to attend the meeting without reasonable explanation may impact on the date objectives are able to be completed, and therefore, the date of which any resulting increase in salary is payable.

Merit objectives are to be SMART (specific, measurable, achievable, relevant and timebound) and the employee should provide evidence that their activities, achievements, qualifications, skills, behaviours and experience demonstrate that they meet their objectives which are based on at least four (4) of the criteria as outlined below:

- Regularly educates/trains staff or acts in a leadership role;
- Undertakes significant initiatives to improve the quality of the team / unit / service / DHB wide;

- Has made a highly commendable or a significant contribution to the goals and values of the DHB/service/unit and/or undertakes initiatives to progress the DHB's strategic goals within the context of their role.
- Undertakes additional studies to develop new skills specific to the role (must be approved by Manager);
- Regularly utilised as a resource person (within the scope of the role) or the "goto person" due to the general recognition of achieving excellence within the role;
- Demonstrates knowledge (technical, health industry, community and DHB networks)
- Changes in job content that include additional duties and an increased level of responsibility, (except for significant changes which would otherwise result in resizing of the role);
- Any such other factors as may have previously been agreed.

Step 3. Working towards meeting merit objectives

The employee has primary responsibility for the achievement of their agreed merit objectives and will be expected to take a self-directed approach to meeting them. The Manager will ensure that the appropriate agreed resources and support are available.

Merit objectives can be renegotiated and/or timelines extended by agreement in exceptional circumstances.

Step 4. Meeting 2 / performance appraisal to assess completion

The employee and their manager are both responsible for arranging this meeting. During this meeting, the employee and their manager will discuss whether the agreed merit objectives have been met by reference to the merit criteria and the evidence provided by the employee (see Step 2 above). The employee is expected to provide sufficient information to demonstrate how they meet the objectives based on at least four (4) of the agreed merit criteria.

The employee's manager will make a final decision on whether the merit criteria have been met and whether the employee has been successful in gaining a merit progression. The decision will be advised to the employee at the meeting or within two weeks of the meeting. If necessary, a further meeting time will be arranged with the Employee and their Manager/Team Leader to discuss the merit application outcome.

3.5.2 Salary Adjustment

Any salary adjustment will be dependent on the successful achievement of the merit objectives.

Any salary adjustment will be effective from the date on which the merit objectives are completed, or at the employee's anniversary date, being 12 months after date of eligibility, whichever is the later date.

Appeals process

Where an employee is dissatisfied with the outcome of the review of their merit objectives, they may present a written submission to their manager's manager i.e. the one up manager, detailing their grounds for dissatisfaction.

If the one up manager feels there are sufficient grounds for review, a review panel comprising two people will be selected by that manager. The review panel will consider the employee's submission and make recommendations to the one up manager whose decision will be final. In the event that the employee reports directly to a Service Group Manager, the submissions will be directed to the Chief Operations Officer (or equivalent).

3.6 Transition to New Merit Progression Process

Employees who are already participating in a merit progression process before or on 30

April 2019 under the DHB specific provisions in the appendices of the 1 January 2016 to 1 June 2018 LNI DHB/PSA Administration MECA shall complete their merit progression under the provisions of this process. Any new merit progression initiated on or after 1 May 2019 shall as per the provisions of Clause 3.5 above.

3.7 Meal Allowances

Refer to DHB specific schedules.

3.8 Higher Duties Allowance

Where an employee is specifically directed by the employer to undertake or perform the duties and responsibilities of a higher level position than the employee's own, the employee shall be paid a higher duties allowance. The allowance 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 the position. To qualify for the payment the employee shall have been acting in the position for a minimum of 5 consecutive working days.

3.9 Travel Allowances / Expenses

- (a) When travelling on employer business, the employee will be reimbursed for costs on an actual and reasonable basis on presentation of receipts.
- (b) Employees who are requested to use their motor vehicles on employer business shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time.
- (c) Transport for call-back duty where an employee is called back to work outside the employee's normal hours of duty in respect of work which could not be foreseen or prearranged, the employer shall either:
 - (i) Provide the employee with transport from the employee's place of residence to the workplace and return; or
 - (ii) Reimburse the employee the actual and reasonable travelling expenses incurred in travelling from the employee's place of residence to the workplace or from the workplace to the employee's place of residence or both travelling to and from the workplace, in accordance with (b) above.

4 EMPLOYEE HEALTH AND WELLNESS

4.1 Statement of Intent

The employer wishes to provide a healthy family-friendly workplace and develop a relationship with staff that is holistic. This is a dynamic and developing relationship that will be the subject of ongoing discussion during this MECA.

Time off for rest, sport, recreation, family/whanau, involvement in community/iwi groups, etc is vital for minimising stress, which enhances work performance. The manager will ensure that employees are encouraged and able to take leave owing. The manager will take overall responsibility for ensuring that the employee's workload is appropriately managed during the employee's absence.

The Employer and the PSA jointly agree that it is preferable for an employee to take their leave during the appropriate leave year in line with organisational policy. We recognise that employees may choose to accumulate leave for various purposes such as overseas trips and this will be taken into account when planning annual leave.

Recognising that employees are part of families, the employer will ensure that appropriate leave is available to provide for circumstances such as childbirth and bereavement.

4.2 Annual Leave

Employees, other than casuals, shall be entitled to 4 weeks annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause, except that on completion of five years recognised service as defined in the DHB specific schedules the employee shall be entitled to 5 weeks annual leave.

Casual employee shall be paid 8% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement, dependent on recognition of an individual's service.

Conditions

Annual leave is to be taken within 12 months of entitlement becoming due. Where the annual leave is not taken within twenty-four (24) months of being accrued and there is no agreement on when the leave is to be taken, the employer may direct the employee to take annual leave with a minimum of four (4) weeks' notice.

- (a) Annual leave may be granted in one or more periods.
- (b) In accordance with the Holidays Act 2003, the employee shall be given the opportunity to take two weeks leave at one time.
- (c) Annual leave is able to be accrued to a maximum of two years entitlement.
- (d) Annual leave shall be taken to fit in with service/work requirements and the employee's need for rest and recreation.
- (e) When an employee ceases employment, wages shall be paid for accrued annual leave, including shift leave, and the last day of employment shall be the last day worked.
- (f) Part time employees shall be entitled to annual leave on a pro rata basis.
- (g) An employee may anticipate up to one year's annual leave entitlement at the discretion of the employer.
- (h) 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 4.10 of this MECA

4.3 Shift Leave

Refer to DHB specific schedules

4.4 Public Holidays

4.4.1 The following days shall be observed as public holidays:

New Year's Day
Waitangi Day
Good Friday
Easter Monday
Sovereign's Birthday
Christmas Day
Anniversary Day (as observed in the locality concerned)

- 4.4.2 The following shall apply to the observance of Christmas Day, Boxing Day, New Year's Day, 2 January, Waitangi day and Anzac Day, where such a day falls on either a Saturday or a Sunday:
 - (a) Where that Saturday and/or Sunday would otherwise be a working day for the employee, the public holiday shall, for that employee, be observed on that Saturday and/or Sunday and transfer of the observance of the public holiday will not occur.
 - (b) When an employee, whose ordinary days of work are Monday to Friday, is rostered to be on-call on that Saturday and/or Sunday and is called into work, the parties agree that observance of the public holiday will be transferred to the following Monday and/or Tuesday in accordance with section 44B of the Holidays Act 2003. In that case, the

- employee will be paid at their ordinary weekend rate of pay as per clause 2.6 for the Saturday and/or Sunday.
- (c) When an employee, whose ordinary days of work are Monday to Friday, is rostered to be on-call on that Saturday and/or Sunday and is not called into work, 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) and 45A of the Holidays Act 2003. In that case, the employee will be paid the on call rate as per clause 2.7 (a) or in accordance with the scheduled clause 9 for Hawkes Bay DHB for the Saturday and/or Sunday.
- (d) Where, in any other instance, that Saturday and/or Sunday would not otherwise be a working day for the employee, 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) and 45A of the Holidays Act 2003. In that case, the employee will receive no payment for the Saturday and/or Sunday.
- 4.4.3 In order to maintain essential services, the employer may require an employee to work on a day upon which a public holiday is observed (including a transferred day) if that day, but for it being a public holiday, would otherwise be a working day for the employee.
- 4.4.4 When employees are required to work on a day upon which a public holiday is observed (including a transferred day), they will be paid at double the ordinary hourly rate of pay (T2) for each hour worked and they shall be granted an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.
- 4.4.5 An employee who is required to be on-call on a day upon which a public holiday is observed (including a transferred day), but is not called in to work, shall be granted an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.
- 4.4.6 Those employees who work a night shift which straddles a public holiday shall be paid as per clause 2.6 (b) (ii) 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.
- 4.4.7 Employees who fall within clause 4.4.2 (a) and who are also required to work on the week day to which observance of the public holiday is transferred for other employees by virtue of clauses 4.4.2 (b) to 4.4.2 (d), will be paid in accordance with clause 4.4.4 for time worked on the public holiday and at weekend rates as per clause 2.5 for time worked on the corresponding week day. For the avoidance of doubt, only one alternative holiday will be granted in respect of each public holiday.
- 4.4.8 The following shall apply to off-duty days upon which the employee does not work:
 - (a) Fulltime employees –
 For those employees who fall within clauses 4.4.2(b), 4.4.2 (c), and 4.4.2(d), where the weekday to which the observance of the public holiday is transferred is a rostered day off for the employee, the employee will be granted one alternative holiday in respect of the public holiday to be taken and paid as specified in the Holidays Act 2003, but will not receive any payment for the public holiday.
 - (b) Fixed hours part-time employees Where a part-time employee's days of work are fixed, public holiday entitlements will only arise if the day on which the public holiday is observed would otherwise be a working day for that employee.
 - (c) Non-fixed hours part-time employees -

Where a part-time employee's days are not fixed, public holiday entitlements will arise if the day of the week on which the public holiday is observed is a day of the week that the employee worked more than 40% of the time over the last three months. Where public holiday entitlements do arise and the employee does not work, payment will be at the rate of relevant daily pay.

4.4.9 Public holidays falling during leave:

(a) Leave on pay -

When a public holiday falls during a period of annual holidays, sick leave on pay or special leave on pay, an employee is entitled to that public 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 public holiday is observed.

(c) Leave on reduced pay -An employee, during a period of leave on reduced pay, shall be paid at the relevant daily pay for public holidays falling during the period of such leave.

4.5 Bereavement/Tangihanga Leave

- 4.5.1 Where the employee suffers a bereavement the employee's manager will approve special bereavement leave on pay for the employee to discharge any obligation and/or to pay respects to a deceased person with whom he/she 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) or attending Hura Kōhatu/unveiling. The employee may have a combination of leave-on-pay and leave-without-pay, with the leave-on-pay being at the employer's discretion. This will be addressed on a case by case basis.
- 4.5.2 If a bereavement occurs while the employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of 4.5.1 above. This provision will not apply if the employee is on leave without pay.
- 4.5.3 In granting time off therefore, managers must administer these provisions in a culturally sensitive manner. Managers are encouraged to seek advice from their Maori Advisor on the appropriate organisational response. In granting time off, therefore, and for how long, the employer must take into account the following points:
 - (a) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death.
 - (b) The amount of time needed to discharge properly any responsibilities or obligations.
 - (c) Reasonable travelling time should be allowed. For cases involving overseas travel payment may not cover the full period of travel.
 - (d) A decision must be made as quickly as possible so that the employee is given the maximum time possible to make necessary arrangements. In most cases the approval will be given immediately, but may be given retrospectively.
 - (e) If paid special leave is not appropriate then annual leave or leave without pay should be granted, but as a last resort.

4.5.4 Payment for bereavement leave will be as follows:

- (a) On the death of an immediate family member employees are entitled for three days of bereavement leave to be paid at relevant daily pay. Where more than three days of bereavement leave is taken, payment will be made at T1 rates.
- (b) On the death of a person with whom the employee has a close association, employees are entitled for one day of bereavement leave to be paid at relevant daily pay. Where more than one day of bereavement leave is taken, payment will be made at T1 rates.

4.6 Sick Leave

This clause shall not apply to Capital and Coast DHB, Hutt Valley DHB and Wairarapa DHB.

Refer DHB Schedules

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 full time employee shall be entitled to the following leave for sick or domestic purposes:

- ten (10) working days on appointment (pro rata to a minimum of five (5) working days for part-time employees); and
- an additional ten (10) working days after each subsequent twelve months service (pro rata as above).
- 4.6.1 The employee can accumulate their unused entitlement up to a maximum of 260 days.
- 4.6.2 The employee shall be paid at relevant daily pay as prescribed in the Holidays Act 2003, for the first five days of leave taken in each twelve month period. Thereafter the employee shall be paid at the normal rates of pay (T1 rate only). Any unused portion of the first five days entitlement, up to a maximum of 15 days, can be carried over from year to year and therefore when used will be paid at relevant daily pay.

4.6.3 Anticipated Leave:

Where an employee has exhausted his/her entitlement, the employer may at their discretion grant further anticipated sick or domestic leave. Any anticipated leave taken in excess of an employee's entitlement at the time of cessation of employment may be deducted from the employee's final pay.

4.6.4 Discretionary Sick/Domestic Leave:

In the event an employee has no entitlement left, they may be granted an additional 10 days pro rata per annum. In considering granting of leave under this clause the employer shall recognise sick and domestic leave is to ensure the provision of reasonable support to staff having to be absent from work where their entitlement is exhausted. Requests should be considered at the closest possible level of delegation to the employee and in the quickest time possible, taking into account:

The employee's length of service

- The employee's attendance record
- The consequence of not providing the leave
- Any unusual/extenuating circumstances

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 advice.

Leave granted under this provision maybe debited as an advance on the next year's entitlement up to a maximum of 5 days.

4.6.5 Domestic leave

Domestic leave is leave used when the employee must attend a dependent of the employee who is sick or injured. This person would, in most cases, be the employee's child, partner or other dependent family member.

- (a) It does not include absences during or in connection with the birth of an employee's child. Annual leave or parental leave should cover such a situation.
- (b) At the employer's discretion, an employee may be granted leave without pay, where the employee requires additional time away from work to look after a seriously ill member of the employee's family.

4.6.6 Sickness during paid leave

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:

- (a) The period of sick leave is more than three (3) days and a medical certificate is produced.
- (b) 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 4.6.6 and 4.6.6 a) above apply.
- (c) Annual leave or long service leave may not be split to allow periods of illness of three days or less to be taken.
- (d) During periods of leave without pay, sick leave entitlements will not continue to accrue.
- (e) Where an employee has a consistent pattern of short term Sick Leave, or where those absences are more than 10 working days/shifts or more in a year, then the employee's situation may be reviewed in line with the employer's policy and Sick Leave practices. The focus of the review will be to assist the employee in establishing practical arrangements to recover from sickness or injury.
- 4.6.7 The production of a medical certificate or other evidence of illness may be required to support the employee's claim for sick or domestic leave as specified in and in accordance with the Holidays Act 2003.
- 4.6.8 The provisions of this clause are inclusive of the sick leave provisions of the Holidays Act 2003.

4.7 ACC Work-Related Accident

(a) The employee must notify the employer as soon as practicable when an employee considers they have suffered a work-related accident. The employer's Record of Accident must be completed and copies of the relevant ACC forms must be forwarded to the employer.

- (b) If the accident is accepted by the employer and ACC as a work-related accident the employee will be placed on accident leave for the first week and paid at the basic rate of salary. This does not affect any sick leave entitlement.
- (c) Should the period of absence on accident leave be longer than the first week, the employee may apply to have any shortfall in the basic salary paid by ACC, paid by the employer and debited to sick leave entitlement. Approval is at the discretion of the employer. Such approval shall not be unreasonably withheld.
- (d) During the course of accident leave the employer will initiate a rehabilitation programme. The employee is expected to co-operate with any rehabilitation programme to ensure a return to work.

4.8 Non Work-Related Accident

- (a) The employee must notify the employer as soon as practicable when the employee has a non work-related accident.
- (b) The employee must forward to the employer copies of all relevant ACC forms and provide a medical certificate.
- (c) The employee may apply to the employer to have any shortfall in the basic salary paid by ACC, paid by the employer and debited to sick leave entitlement. Approval is at the sole and absolute discretion of the employer.

4.9 Transport of Injured Employees

Transport costs (including travel to the employee's home) associated with work related injuries shall be met by the employer.

4.10 Parental Leave and Reappointment after Childcare

4.10.1 Statement of principle

The parties acknowledge the parental leave provisions in this agreement are to protect the rights of employees during pregnancy and on their return to employment following parental leave and are to be read in conjunction with the Parental Leave and Employment Protection Act 1987, provided that where the parental leave provisions are more favourable to the employee, the provisions of this agreement shall prevail.

4.10.2 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 years of age, where the employee becomes a primary carer for the child;
- (c) where two or more children are born at the same time or where the employee becomes a primary carer for two or more children under six years of age within a one month period, for the purposes of these provisions the employee's entitlement shall be the same as if there were only one child.

4.10.3

(a) Parental leave of up to twelve months is to be granted to employees with at least one year's service at the time of commencing leave.

(b) Parental leave of up to six months is to be granted to employees with less than one year's service at the time of commencing leave.

Provided that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of the employer.

- (c) The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their 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 they meet the parental leave payment threshold test.
- 4.10.4 In cases where the employee becomes the primary carer for children under six years of age, parental leave shall be granted in terms of 4.10.2 and 4.10.3 above, providing that fourteen 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.
- 4.10.5 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 or in circumstances outside the control of the employee.
- 4.10.6 The commencement of leave shall be in accordance with the provisions of the Parental Leave and Employment Protection Act 1987.
- 4.10.7 An employee absent on parental leave is required to give at least one month's notice to the employer of their intention to return to duty. When returning to work the 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.
- 4.10.8 Parental leave is not to be granted as sick leave on pay.
- 4.10.9 Job protection -
 - (a) Subject to 4.10.10 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:
 - (i) at the equivalent salary, grading;
 - (ii) at the equivalent weekly hours of duty;
 - (iii) in the same location or other location within reasonable commuting distance; and
 - (iv) involving responsibilities broadly comparable to those experienced in the previous position.

- (b) Where applicable, 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. However, parental leave will not contribute to Retiring Gratuities allowance calculations.

4.10.10

- (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 4.10.9 (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 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 4.10.10(b)(i) above for up to 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 4.10.10(b)(i) above for up to 12 months:
 - provided that, if a different position is accepted and within the period of extended parental leave in terms of 4.10.10(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
 - (iv) where extended parental leave in terms of 4.10.10(b)(i) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 16 of this Agreement.
- 4.10.11 If the employee declines the offer of appointment to the same or similar position in terms of sub clause 4.10.9(a) above, parental leave shall cease.
- 4.10.12 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.
- 4.10.13 Parental leave absence filled by temporary appointee If a position held open for an employee on parental leave is filled on a temporary basis, the employer must inform the

temporary appointee that their employment will terminate on the return of the employee from parental leave.

4.10.14 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.

4.10.15 Paid Parental Leave

Where an employee takes parental leave under this clause, meets the eligibility criteria in 4.11.2 (i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (pro rata if less than full-time) for a period of up to 14 weeks.

Employees who negotiate carer leave under Part 3 (A) of the Act are not eligible for the Parental Leave payment under Clause 4.10.15.

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 weeks immediately prior to commencement of parental leave. From 1 June 2017 an employee who takes a period of paid leave (e.g. annual leave) at the start of his or her parental leave may elect to start his or her 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 14 weeks.

4.11 Where 4.10.3(c) applies and both partners are employed by the DHB, the paid parental leave top up will be made to only one employee, being the employee who has primary care of the child. Reappointment after Childcare

Refer to DHB specific schedules

4.12 Jury Service or Witness Leave

- (a) Employees called on for jury service, or subpoenaed as a witness in relation to the employee's employment with the employer, are required to attend.
- (b) The employer may apply for a postponement of jury service where the need is urgent because of particular work needs, but this may be done only in exceptional circumstances.
- (c) Employees may elect to take leave on pay or leave without pay. Where leave without pay is granted or where the service is during off duty hours employees may retain the juror's fees (and expenses paid).
- (d) Where leave on pay is granted, a certificate is to be given to the employee by the employer to the effect leave on pay has been granted, requesting the Court to complete details of juror's fees and expenses paid. The employee will pay the fees to the employer but may retain expenses.
- (e) Where leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Employees not required by the court during normal working hours shall report back to work where this is reasonable and practicable.

(f) The employer may use its discretion to grant paid leave for employees who have been subpoenaed as a witness in cases not related to the employee's employment.

4.13 Long Service Leave

- 4.13.1 An employee shall be entitled to long service leave of one week upon completion of a five year period of recognised service as defined in each DHB's schedules. Such entitlement may be accrued. However any service period for which a period of long service leave has already been taken or paid out shall not count towards this entitlement.
- 4.13.2 Long service leave will be paid for each week of leave on the same basis as annual leave (clause 4.2) in accordance with the Holiday 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 a week.
- 4.13.3 For the purposes of 4.13.1 above recognised service shall be recognised from 5 January 2009 unless the employee had a previously grandparented provision
- 4.13.4 For employees with a previously grand parented scheme, the following shall apply. The employee shall accrue the entitlement in accordance with 4.13.1 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 long 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 4.13.1 above.
- 4.13.5 Leave without pay in excess of three months taken on any one occasion will not be included in the 5 year qualifying period with the exception of parental leave.
- 4.13.6 The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment
- 4.13.7 In the event of the death of an employee who was eligible for long service leave but has not taken the leave any monies due will be paid to the deceased estate.

4.14 Health & Safety

The parties to this MECA agree to give effect to and comply with the provisions of the Health & Safety at Work Act 2015 or any amendment or Act passed in substitution and the regulations pursuant to this Act.

5 PROFESSIONAL TRAINING AND DEVELOPMENT

The LNI DHBs are committed to developing the quality, professionalism and skills of its employees to:

- effectively meet the needs of both the DHB and patients
- ensure effective contribution to the strategic direction and /or service plans of the DHB
- support the employee's current position and future career goals.

Managers and employees share the responsibility for developing and enhancing competence in the workplace. They will work together to develop an individual development plan to meet this responsibility, which may include:

coaching and feedback

- learning on-the-job from an expert colleague
- involvement in special projects
- self-study programme
- attendance at courses and/or conferences
- secondment opportunities.

This plan will assist the employee to maintain their required level of competence in their current job and to support identified future career goals. Application to DHB specific professional development grants or funds as well as payment of any fees and course costs will be agreed by the manager and employee in accordance with the DHB's policies and practices.

To ensure that training and development strategies remain current and effective, they will be reassessed by the manager and employee as part of the employee's performance review and/or individual development plan.

6 UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT

Protective clothing and safety equipment will be provided where the nature of the work requires it and to enable employees to perform their duties in a safe and appropriate manner.

Uniforms will be provided and replaced on a fair wear and tear basis where required as per the employer's policy

All uniforms will remain the employer's property and may be laundered by the employer

Damage to personal clothing – An employee may at the employer's discretion be compensated for damage to personal clothing worn on duty, or reimbursed dry-cleaning charges for excess soiling to personal clothing worn on duty, provided the damage or soiling did not occur as a result of the employee's negligence or failure to wear the protective clothing provided. Each case shall be determined on its merits by the employer.

7 ENDING EMPLOYMENT

7.1 Notice Period

- (a) Four weeks' written notice of termination of employment shall be given by either the employee or the employer, except Hawke's Bay DHB where two weeks' written notice shall apply. In the case of serious misconduct an employee may be summarily dismissed.
- (b) The notice period may be varied by agreement between the employee and the employer.
- (c) The employer may pay an employee in lieu of notice, whether in whole or in part, without requiring the period of notice paid in lieu to be worked by the employee.
- (d) Where the employment is terminated by either the employee or the employer without the required notice period, that notice period shall be paid or forfeited as the case may require, except that in the case of termination of employment by summary dismissal, wages paid will be those due at date of termination only.
- (e) Upon the termination of employment, employees shall return to the employer all protective clothing and equipment belonging to the employer. Notwithstanding

anything contained elsewhere in this MECA, the employer may deduct the value of any such property not returned from any final payment owing.

(f) Where an employee resigns while on parental leave, the date of resignation is the date of commencement of parental leave, in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 s46. In this instance the notice period specified in a) above does not apply.

7.2 Abandonment of Employment

An employee 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 abandoned their employment, unless the employee is able to show they were unable to fulfil their obligations under this section through no fault of their own. The employer will make all reasonable efforts to contact the employee during the three days period of un-notified absence.

Note – for C&C DHB an employee absent from work for five (5) consecutive working days without notification to the employer or without appropriate authorisation from the employer will be considered by the employer as having abandoned their employment, unless the employee is able to show they were unable to fulfil their obligations under this section through no fault of their own. The employer will make all reasonable efforts to contact the employee during the three days period of un-notified absence.

7.3 Certificate of Service

Employees leaving their employment are entitled to a certificate stating the employee's position and length of service.

8 MISCELLANEOUS

8.1 Indemnity Insurance

The employer agrees to indemnify employees for legal liability for costs and expenses incurred in respect of claims, actions or proceedings brought against the employer and/or employees arising in respect of any:

- (a) negligent act, or
- (b) error, or
- (c) omission

whilst acting in the course of employment.

Employees will not be covered where such claim, action or proceeding:

- (a) arises from any wilful or deliberate act, or
- (b) is restricted solely to any disciplinary proceedings being taken by the governing professional association, or
- relates to activities undertaken by the employee that are outside the scope of the employment agreement with the employer; or
- (d) relates to activities undertaken by the employee that are outside the scope of practice of the employee's profession.

Provided that any such reasonable costs or expenses are first discussed with the employer before they are incurred. If the employee or the employer identifies a conflict of interest, the employer will provide and pay for independent legal representation by both parties.

8.2 KiwiSaver & Superannuation

KiwiSaver is provided under the KiwiSaver Act 2006 and its amendments. DHBs will comply with statutory requirements for superannuation as regards GSF and NPF superannuation schemes.

9 RETIREMENT GRATUITIES

Refer to DHB specific schedules.

10 CONFIDENTIALITY & PUBLIC STATEMENTS

Attention is drawn to the employer's Protected Disclosures, Media & Privacy policies. Particular attention is drawn to the Privacy Act 1993. The provisions of this Act or any amendment or Act passed in substitution for this Act shall apply.

11 PAY EQUITY

The parties to this Agreement have a commitment to pay and employment equity and undertake to investigate, through the Pay & Employment Equity Unit, pay and employment inequities where they may exist as a result of the operation of this MECA and current policies and practices in the DHBs. Furthermore the parties agree that should pay and employment inequities be found, and if – in order to address these inequities – provisions in this Agreement need to be changed, the parties will meet together to negotiate any variation to address those inequities.

12 WORKING BETTER TOGETHER

The PSA's objective is to build a strong, effective union working to improve the quality of health services and the employment environment with the employer.

Working Better Together provides the means for union delegates and members to be actively involved in the design and delivery of the employer's services.

The Parties agree to train and educate members appropriately because they believe active involvement of members in the work of the employer will increase members' job satisfaction, management quality and the delivery of quality health services.

12.1 Deduction of PSA Subscriptions

The employer shall deduct PSA subscriptions from the salaries of employees when authorised in writing by employees, and shall remit such subscriptions to the PSA. In addition the employer shall provide the PSA with a list of employees who are members on a quarterly basis.

12.2 Workplace Meetings

Union members will have the opportunity to attend union meetings, held during work time, to conduct their business, including the two-two hour meetings required by statute. Union meetings will be agreed in advance with management, so that business requirements are maintained. The PSA will give the employer reasonable notice and the employer will not unreasonably withhold agreement for these meetings.

12.3 Delegate Training & Activities

The parties acknowledge the importance and benefits of delegates in the workplace and want delegates to be well trained. The parties will identify training needs of delegates and together develop an annual training programme

When delegates are required to attend training or union activities, including Employment Relations Education Leave, they will plan in advance for this with their manager.

12.4 Right of Entry

The authorised officers of the PSA shall, with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at all reasonable times upon the

premises for the purposes of union business or interviewing any PSA member or enforcing this MECA, including where authorised access to wages and time records, but not so as to interfere unreasonably with the employer's business.

13 HARASSMENT PREVENTION

13.1 Statement of Intent

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 clause 15.2 Employment Relationship Problems. Harassment can take many forms, including sexual harassment, bullying, racial harassment, violence, and other forms of intimidating behaviour.

Refer to DHB's policies

14 FAMILY VIOLENCE

The employer will apply the provisions specified in the Domestic Violence Victims Protection Act 2018 including applications for leave and changes to working arrangements in accordance with the Act and the relevant employer policies.

15 SOLVING PROBLEMS

15.1 Statement of Intent

It is in the nature of workplace relationships that problems will arise from time to time. The processes set out in this clause are based on the provisions of the Employment Relations Act 2000 and are designed to ensure that problems are addressed in a timely manner through a fair and transparent process. The parties wish to ensure that workplace relations do not become litigious and wherever possible reach a practical and mutually acceptable outcome. The employer also accepts that employees have a right to support and representation from their union throughout the process.

The employer will ensure that the processes used respect the culture of the employee. In particular staff will be advised of the dispute resolution process and be given the option of consultation with their representative and the appropriate cultural advisor to ensure the process is culturally safe.

15.2 Employment Relationship Problems

These include such things as personal grievances, disputes, claims of unpaid wages, allowances or holiday pay.

Let the Employer Know

Employees who have a problem in their employment should let the employer know so that the problem can be resolved in a timely manner. In most cases employees will be able to approach their manager to talk the issue through and reach an agreement. Human Resources can help with this process. However, it is recognised that sometimes employees may not feel comfortable in approaching their manager or an agreement may not be able to be reached. If this is the case, employees may wish to contact a PSA delegate or organiser to get advice or assistance.

Representation

At any stage employees are entitled to have a PSA organiser or delegate working on their behalf.

The PSA Organising Centre is on-line between 8:30am and 5:00pm, Monday to Friday. **Freephone:** 0508 FOR PSA or 0508 367 772

Email: enquiries@psa.org.nz
Website: www.psa.org.nz

The employer will work with the employee and the PSA to try and resolve the problem. The employer can also choose to have a representative working on its behalf.

Mediation Services

If the problem continues employees have the right to access the Ministry of Business Innovation and Employment, Resolution Services Group. The mediators are employed by the Resolution Services Group as one of a range of free services to help people to resolve employment relationship problems quickly and effectively. The mediators will help the parties decide on the process that is most likely to resolve problems as quickly and fairly as possible.

Employees can ask their union organiser to provide assistance in accessing this service. Alternatively, the Mediation Service can be contacted on 0800 800 863 through the Employment Relations Info-Line or directly on 06 952 3460.

Employment Relations Authority

If the parties are still unable to resolve the workplace problem, employees can apply to the Employment Relations Authority (ERA) for assistance. The ERA is an investigative body that operates in an informal way, although it is more formal than the Mediation Service. The ERA looks into the facts and makes a decision based on the merits of the case, not on legal technicalities.

Again employees can ask a union organiser to provide assistance in accessing this service.

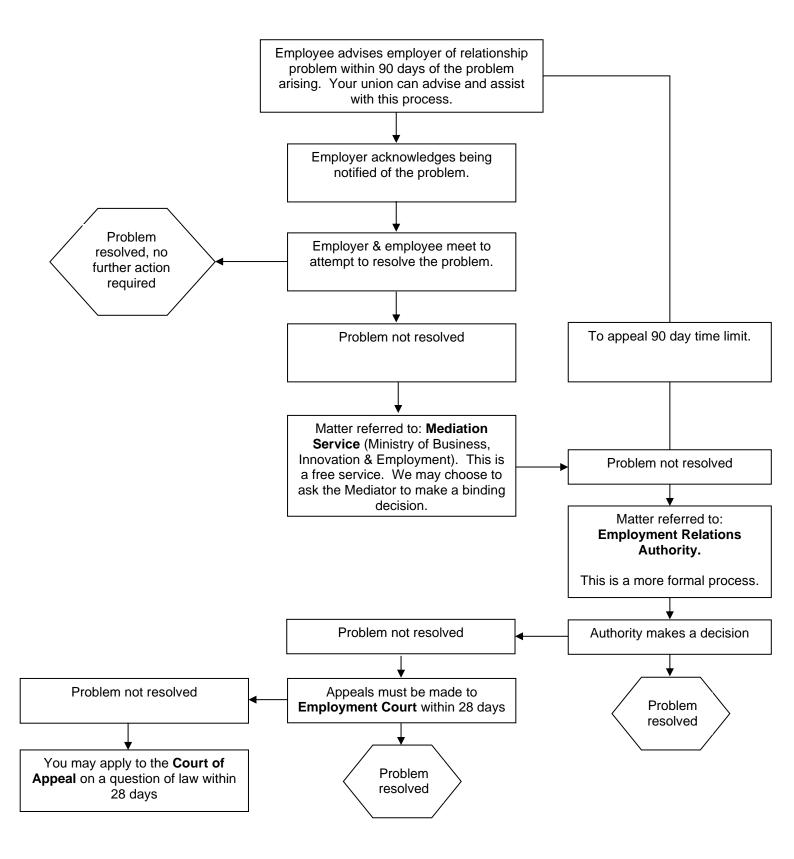
Personal Grievances

Employees may feel that they have grounds for raising a personal grievance with the Employer (for unjustified dismissal, unjustifiable disadvantage, discrimination, duress, sexual or racial harassment). If this is the case, Employees need to raise their grievance within 90 days of the action occurring or the grievance coming to their notice. If the grievance is not raised to the Employer's attention within this timeframe the Employee's claim may be out of time.

If the Employee's grievance is raised out of time, the Employer can choose to accept the later grievance or to reject it. If the Employer chooses to reject it, the Employee can ask the ERA to grant leave to raise the grievance out of time.

The Employee's grievance needs to be raised with the Employer so that the Employer knows what it is about and can try to work to resolve it. The Employee can verbally advise the Employer or put the grievance in writing. The Employee's PSA delegate or organiser can help with this process. Once the Employer knows of the Employee's grievance, the Employer is able to respond to the expressed concerns.

EMPLOYMENT RELATIONSHIP PROBLEM RESOLUTION PROCESS



16 CONSULTATION, CO-OPERATION AND CHANGE

16.1 Statement of Intent

It is recognised that ongoing changes are necessary to ensure the continuing quality of health services. These changes can be unsettling for staff.

The employer will consult when introducing change in order to seek solutions that consider the interests of the various groups involved. Information will be shared freely within the organisation and will be communicated in time for affected employees (and the PSA) to be involved in the consultative process.

All participants in the process have an equally valuable contribution to make to the process of managing change. A partnership in this process is highly desired.

16.2 Management of Change

- 16.2.1 The parties to this MECA 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.
- 16.2.2 Regular consultation between the employer, its employees and the PSA is essential on matters of mutual concern and interest. Effective communication between the parties will allow for:
 - (a) improved decision making
 - (b) greater cooperation between employer and employees; and
 - (c) a more harmonious, effective, efficient, safe and productive workplace.
- 16.2.3 Therefore, the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters.
- 16.2.4 The employer accepts that employee delegates are a recognised channel of communication between the PSA and the employer in the workplace.
- 16.2.5 Prior to the commencement of any significant change to staffing, structure or work practices, the employers will identify and give reasonable notice to employees who may be affected and to the PSA to allow them to participate in the consultative process so as to allow substantive input.
- 16.2.6 Reasonable paid time off shall be allowed for employee delegates to attend meetings with management and consult with employees to discuss issues concerning management of change and staff surplus.
- 16.2.7 Prior approval of such meetings shall be obtained from the employer and such approval shall not be unreasonably withheld.

16.3 Consultation

- 16.3.1 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.
- 16.3.2 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.
- 16.3.3 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.
- 16.3.4 Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.
- 16.3.5 However, the final decision shall be the responsibility of the employer.
- 16.3.6 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.
- 16.3.7 The process of consultation for the management of change shall be as follows:
 - (a) The initiative being consulted about should be presented by the employer as a "proposal" or "proposed intention or plan" which has not yet been finalised.
 - (b) Sufficient information must be provided by the employer to enable the party/parties consulted to develop an informed response.
 - (c) Sufficient time must be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.
 - (d) Genuine consideration must be given by the employer to the matters raised in the response.
 - (e) The final decision shall be the responsibility of the employer.

The above process shall be completed prior to the implementation of clause 16.4.

16.4 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 re-organisation, 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 16.4.3 below shall be invoked and decided on a case by case basis in accordance with this clause.

- 16.4.1 Notification of a staffing surplus shall be advised to the affected employees and the PSA at least one month prior to the date of giving notice of severance to any affected employee. This date may be varied by agreement between the parties. During this period, the employer and employee, who can elect to involve the PSA Representative, will meet to agree on the options appropriate to the circumstances. Where employees are to be relocated, at least three 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).
- 16.4.2 The following information shall be made available to the PSA representatives:
 - (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 who are union members
- (e) availability of alternative positions in the DHB.

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

16.4.3 Options

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

- (a) Reconfirmed in position
- (b) Attrition
- (c) Redeployment
- (d) Retraining
- (e) 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 in subclause 16.4.8 will be applied as a package.

16.4.4 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.

16.4.5 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.

16.4.6 Redeployment

Employees may be redeployed to an alternative position for which they are appropriately trained (or training may be provided). Any transfer provisions will be negotiated on an actual and reasonable basis.

- (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 years (this is not abated by any subsequent salary increases); or
 - (ii) an ongoing allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).
- (b) Where the new job is within the same local area and extra travelling costs are involved, actual additional travelling expenses by public transport shall be reimbursed for up to 12 months.

(c) The redeployment may involve employees undertaking some on-the-job training.

16.4.7 Retraining

Employees who see some options for retraining that may be of benefit to the employer should let the employer know. The decision will be influenced by the costs of such training and issues around future service delivery.

16.4.8 Severance

Payment will be made in accordance with the following:

(a) "Service" for the purposes of this is specified in each DHB's specific terms and conditions.

	Percentage of basic salary (T1 rate only) for preceding 12 months
For first year of employment	12
For second and subsequent years of service (to max. of 19)	4
Where total aggregate service less than 20 years, for each month in addition to complete years service	0.333
Month in lieu of notice (if applicable)	8.33

- (b) a retiring gratuity if applicable.
- (c) outstanding annual leave and long service leave may be separately cashed up.
- (d) Nothing in this MECA shall require the employer to pay compensation for redundancy where as a result of restructuring, and following consultation, the employee's position is disestablished and the employee declines an offer of employment that is on terms that are:
 - the same as, or no less favourable, than the employee's conditions of employment; and
 - in the same capacity as that in which the employee was employed by the employer, or
 - in any capacity in which the employee is willing to accept

16.4.9 Job Search

Employees 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.

16.4.10 Counselling

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

16.5 Change of Ownership

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 employee if:

(a) The person acquiring the business or the part being sold or transferred:

- 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.
- (d) Where the person acquiring the business does not offer you employment on the basis of a, b and c above, you will have full access to the staff surplus provisions.

16.6 Bargaining Fee

16.6.1 For the purposes of this clause:

This clause takes effect from the date defined in (b) below and remains in place until 1 June 2021.

(a) the "bargaining fee" shall be set at 100% of the current PSA membership subscription rate and paid each pay period and shall not increase during the term of this clause. The fees are shown below:

Gross annual salary	Fees per fortnight
Under \$19,629	\$4.40
Between \$19,629 & \$42,744	\$8.90
Over \$42,744	\$18.00

- (b) the date the bargaining fee commences is 14 days after the expiry of the opting out period as advised to the affected employees in accordance with the Employment Relations Act.
- (c) an "affected employee" is one:
 - (i) whose work is covered by the coverage clause of this MECA and
 - (ii) whose terms and conditions of employment comprise or include the terms and conditions of employment specified in this MECA 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.
- 16.6.2 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.
- 16.6.3 Nothing in this clause applies to new employees, that is, those who are employed after this MECA has come into force.
- 16.6.4 This clause shall expire on 1 June 2021.

17 Regional MECA Alignment

The parties agree that during the Term of the MECA they will meet and discuss the potential opportunities for combining the regional MECAs into a single document. This is subject to agreement by the DHB parties to the other regional MECAs for participation.

18 SIGNATURE OF PARTIES

The parties have executed IN WITNESS WH	IEREOF this MECA on the:
---	--------------------------

January 2022 17 day of SIGNED BY: Taranaki District Health Board MidCentral District Health Board by its duly authorised representative by its duly authorised representative Whanganui District Health Board Hawke's Bay District Health Board by its duly authorised representative by its duly authorised representative Hutt Valley District Health Board Capital & Coast District Health Board by its duly authorised representative by its duly authorised representative

And The New Zealand Public Service Association – Te Pukenga Here Tikanga Mahi

Wairarapa District Health Board By its duly authorised representative

DHB SCHEDULES: SCHEDULES OF ADDITIONAL TERMS & CONDITIONS

Capital and Coast District Health Board (Capital and Coast DHB)	Page 37
Hawke's Bay District Health Board (Hawke's Bay DHB)	Page 49
Hutt Valley District Health Board (Hutt Valley DHB)	Page 63
MidCentral District Health Board (MidCentral DHB)	Page 78
MidCentral DHB Enable NZ	Page 87
Taranaki District Health Board (Taranaki DHB)	Page 93
Whanganui District Health Board (Whanganui DHB)	Page 100
Wairarapa District Health Board (Wairarapa DHB)	Page 110



Additional Terms & Conditions of Employment

TABLE OF CONTENTS 1.0 Definitions 43 2.0 Salary Scales 43 3.0 Meal Allowance 46 4.0 Tea Allowance 46 5.0 Shift Leave 46 6.0 Reserved 46 Service for the Purpose of Severance 46 7.0 8.0 Retirement Gratuities 47 9.0 Payment of Salary 48 10.0 Sick Leave 49 11.0 Overtime and Penal Allowances Grandparented 49 12.0 Transport Allowance 49

Hours of Work Grandparented 49

13.0

1.0 DEFINITIONS

- **1.1 Recognised Service** For the purpose of establishing employee service related entitlements for sick leave, long service leave and annual leave, the following apply:
 - (a) Current employees, while remaining in the employment of the employer, shall continue to have all service previously recognised, credited.
 - (b) For new employees service shall be deemed to comprise all continuous periods of employment with the following services and organisations:
 - New Zealand Department of Health or successors.
 - District Health Boards, Hospital Health Services, Crown Health Enterprises, New Zealand Area Health Boards and Hospital Boards or predecessors.
 - Such other relevant service as recognised by the employer

Service with one or more of the above organisations, which is continuous with current employment in the Health Service and did not end in the employee receiving severance, may be credited provided the total period of service is continuous. i.e. broken by an interval of no more than one month.

2.0 Salary Scales

The salary review process for Administration staff occurs on an annual basis effective on and from 1 July 2015 irrespective of when the employee's anniversary date falls. This may result in an adjustment to an individual's base salary.

There are 5 salary band groups plus the Clinical Coding Pathway Salary Structure. For the 5 salary band groups progression through the scales shall be by way of automatic annual increment steps followed by merit progression steps. For Clinical Coding Pathway Salary Structure progression refer to 2.5.

Progression on the salary scales shall be as provided below and in accordance with relevant Capital and Coast District Health Board's policy and guidelines.

Note: Employees on a 'rate to holder' above the top step of their salary band group or level shall not be eligible for any salary increase until the salary scale top step exceeds their salary rate. At that point the employee's salary will be translated to the top step of the band group or level.

'Automatic' Progression

Progression through the 'automatic' steps shall be by automatic annual increment, subject to satisfactory performance.

Movement to and Progression on Merit Steps

Refer to Clause 3.5 Merit Progression in the main body of this document.

2.1 – Capital and Coast DHB – Salary Band Groups 1 and 2				
Positions Description of Duties				
Receptionist, Telephonist, Administrator /Co- ordinator, Ward	Receptionist - Receives incoming telephone calls and provides a receptionist and/or information service to clients and visitors. Would normally undertake additional data entry, basic word processing or administration functions.			

Administrator, Accounting
- Support Officer,
Payable Administrator
Outpatient Administrator

Administrator /Coordinator, Accounting Officer (includes Patient information Officer, Print room Supervisor): Performs administration duties requiring independent interpretation, exercise of judgement and a detailed knowledge of departmental procedures relating to the work performed.

Ward Administrator - As above but specifically, provides a reception service to awaiting patients and visitors collates patient records, makes follow-up appointments on patient discharge, and forwards discharge notes and letters.

Outpatient Administrator - Perform administration duties requiring independent interpretation but specifically processes patients arriving for clinics, scheduling of appointments and preparation of files.

Administrative Assistant, Medical Records Administrator, Radiology Administrator, Data Entry Administrator/Operator, Inventory Administrator, Clinical Access Coordinator Administrative Assistant/Medical Records Administrator/Radiology Administrator - Involvement in a variety of administration tasks to support the effective operation of a department/service; may involve basic data entry/computer skills; little involvement with the public. May involve a substantial amount of filing maintaining records or other routine office tasks.

Data Entry Clerk/Operator – capture data from source documents into a format suitable for data processing.

	Steps	Salary Scale Effective	Salary Scale Effective	Salary Scale Effective	Salary Scale Effective
8		1-May-17	4-Mar-19	3-Jun-19	1-Jun-20
- مع	Merit 10	42,255	44,255	46,255	48,255
	Merit 9	41,427	43,427	45,427	47,427
rou	Merit 8	40,614	42,614	44,614	46,614
Band Groups	Merit 7	39,817	41,817	43,817	45,817
Bar	6	39,037	41,720	43,720	45,720
Salary	5	38,271			
Sal	4	37,520			
	3	36,784			
	2	36,062			
	1	35,356			

Progression through the scale from step 1 to step 6 shall be by way of automatic annual increment subject to satisfactory performance.

Progression from step 6 to step 10 shall be by way of the Merit Progression process.

2.2 - Capital and Coast DHB - Salary Band Group 3

Positions	Description of Duties
Word Processor, Senior Word Processor/Typist/WP operator,	Expectation of being multi-skilled and undertaking medical typing/word processing combined with administrative and reception duties.
Medical Word Processor -	Typist - Substantially engaged in typing/word processing.

Receptionist, Customer Service Officer, Multi-skilled Relieving Team MH Administrators - Performs reception duties, data entry, word-processing and general administrative work; involved in the administration of the MH Act documentation.

	Steps	Salary Scale Effective	Salary Scale Effective	Salary Scale Effective	Salary Scale Effective
		1-May-17	4-Mar-19	3-Jun-19	1-Jun-20
	Merit 15	46,653	48,653	50,653	52,653
g dr	Merit 14	45,738	47,738	49,738	51,738
Band Group	Merit 13	44,840	46,840	48,840	50,840
) pu	Merit 12	43,961	45,961	47,961	49,961
Bai	Merit 11	43,100	45,100	47,100	49,100
Salary I	10	42,255	44,255	46,255	48,255
Sal	9	41,427	43,427	45,427	47,427
	8	40,614	42,614	44,614	46,614
	7	39,817	41,817	43,817	45,817
	6	39,037	41,720	43,720	45,720
	5	38,271			

Progression through the scale from step 5 to step 10 shall be by way of automatic annual increment subject to satisfactory performance.

Progression from step 10 to step 15 shall be by way of the Merit Progression process.

2.3 - Capital and Coast DHB - Salary Band Group 4

Positions	Description of Duties
Departmental/Unit Secretary, Medical Typist, Medical Secretary, Senior MH Administrator	Departmental Secretary - performs secretarial duties for one or more people, usually at middle or senior departmental management level. Undertakes word processing duties, may compose and type letters on routine matters for manager's approval, act as receptionist for manager, screen telephone calls, letters and visitors. Undertake general administration duties for the unit/department. Medical Typist/Medical Secretary - Substantially engaged in the typing of medical terminology. To be appointed into this position needs proficiency in medical terminology. Senior MH Administrator - employee has reached an expert level of group 3.

	Steps	Salary Scale Effective	Salary Scale Effective	Salary Scale Effective	Salary Scale Effective
		1-May-17	4-Mar-19	3-Jun-19	1-Jun-20
	Merit 20	51,507	53,507	55,507	57,507
dr 4 dr	Merit 19	50,497	52,497	54,497	56,497
Band Group 4	Merit 18	49,507	51,507	53,507	55,507
) pu	Merit 17	48,537	50,537	52,537	54,537
Bai	Merit 16	47,586	49,586	51,586	53,586
Salary	15	46,653	48,653	50,653	52,653
Sal	14	45,738	47,738	49,738	51,738
	13	44,840	46,840	48,840	50,840
	12	43,961	45,961	47,961	49,961
	11	43,100	45,100	47,100	49,100
	10	42,255	44,255	46,255	48,255

Progression through the scale from step 10 to step 15 shall be by way of automatic annual increment subject to satisfactory performance.

Progression from step 15 to step 20 shall be by way of the Merit Progression process.

2.4 - Capital and Coast DHB - Salary Band Group 5

Positions	Description of Duties
Administration Supervisor Co- ordinator (including Medical Records Co-ordinator and Mental Health Co-ordinator)	Positions at this level co-ordinate the work of a section or unit and supervise staff.

	Steps	Salary Scale Effective	Salary Scale Effective	Salary Scale Effective	Salary Scale Effective
		1-May-17	4-Mar-19	3-Jun-19	1-Jun-20
	Merit 27	59,167	61,167	63,167	65,167
5	Merit 26	58,005	60,005	62,005	64,005
Salary Band Group	Merit 25	56,868	58,868	60,868	62,868
์ อ	Merit 24	55,754	57,754	59,754	61,754
anc	Merit 23	54,659	56,659	58,659	60,659
_ 	22	53,588	55,588	57,588	59,588
alaı	21	52,537	54,537	56,537	58,537
o o	20	51,507	53,507	55,507	57,507
	19	50,497	52,497	54,497	56,497
	18	49,507	51,507	53,507	55,507
	17	48,537	50,537	52,537	54,537
	16	47,586	49,586	51,586	53,586

Progression through the scale from step 16 to step 22 shall be by way of automatic annual increment subject to satisfactory performance.

Progression from step 22 to step 27 shall be by way of the Merit Progression process.

2.5 Capital and Coast DHB - Clinical Coding Career Pathway Salary Structure

			Salary Scale Effective 1-May-17	Salary Scale Effective 4-Mar-19	Salary Scale Effective 3-Jun-19	Salary Scale Effective 1-Jun-20
Level	Position Title	Salary Step	Salary	Salary	Salary	Salary
Level 5	Senior Clinical	33	66,631	68,631	70,631	72,631
Level 5	Coder	32	65,324	67,324	69,324	71,324
	(appointed)	31	64,043	66,043	68,043	70,043
	Senior	30	62,787	64,787	66,787	68,787
	Clinical	29	61,556	63,556	65,556	67,556
	Coder	28	60,350	62,350	64,350	66,350
		27	59,167	61,167	63,167	65,167
		26	58,005	60,005	62,005	64,005
Level 3	Clinical	25	56,868	58,868	60,868	62,868
Level 3	Coder	24	55,754	57,754	59,754	61,754
		23	54,659	56,659	58,659	60,659
		22	53,588	55,588	57,588	59,588
Level 2	Clinical Coder	20	51,507	53,507	55,507	57,507
	Trainee	18	49,507	51,507	53,507	55,507
Level 1	Clinical	17	48,537	50,537	52,537	54,537
Coder	16	47,586	49,586	51,586	53,586	

Notes:

A Clinical Coding Career Pathway progression structure was introduced in March 2011, and is held outside the MECA. This continues to apply but as modified by the structure above and as noted below.

- Level 1 Progression from step 17 to step 18 shall be by merit and subject to satisfactory appraisal related to the performance requirements.
- Level 3 Progression from step 24 to step 27 shall be by merit and subject to satisfactory appraisal related to the performance requirements.
- Level 4 Progression from step 29 to step 30 shall be by merit and subject to satisfactory appraisal related to the performance requirements.
- Level 5 Progression from step 32 to step 33 shall be by merit and subject to satisfactory appraisal related to the performance requirements.

Discretionary progression salary reviews for coders entering at Trainee Clinical Coder level and progressing to Clinical Coder Level 1 to be a 6 monthly rather than annual basis for the first 2 years in the position.

An annual allowance of \$2,000 is payable for Clinical Coder Certification as per the Clinical Coder Progression Criteria for coders on Level 3, Level 4 and Level 5.

3.0 MEAL ALLOWANCE

A shift worker who works more than one hour beyond the end of a shift which is of at least 8 hours (excluding any break for a meal) shall be paid a meal allowance of \$10 or, at the option of the employer, be provided with a meal.

4.0 TEA ALLOWANCE

During a meal or rest break prescribed in clause 2.5 of the core MECA, 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 and allowance of \$1.26 per week in lieu shall be paid.

5.0 SHIFT LEAVE

5.1 Full time employees who worked rostered and rotating shifts for the preceding 12 month period will qualify for 5 days shift leave or the equivalent taxable allowance. For all others, with the exception of casuals, the following scale applies. If you work a duty which involves at least 3 additional hours worked outside the hours of 7am to 6pm, on completion of 12 months employment on shift work you are entitled to additional leave according to the table:

Number of duties per annum	Number of days additional leave per annum
121 or more	5
96 to 120	4
71 to 95	3
46 to 70	2
21 to 45	1

- 5.2 You will receive pro rata entitlement if you are part-time.
- **5.3** Casual employees are not entitled to receive extra leave for doing shift work.
- 5.4 One month prior to the end of each leave your eligible employees must advise of their choice between the taxable allowance (equivalent to the additional leave) and the additional leave referred above.

6.0 RESERVED

7.0 SERVICE FOR THE PURPOSE OF SEVERANCE

"Service" for the purposes of this sub-clause means total aggregated service with C&C DHB, CCHL, and other Hospital Health Services, Crown Health Enterprises, Area Health Boards and/or Hospital Boards, but excludes any service with any Board and/or HHS or CHE which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any Board, HHS or CHE.

For the purposes of severance, those employees who; prior to 30 March 1995; were employed by the employer and under coverage of the expired Hawkes Bay, Wellington and West Coast Area Health Board's Clerical and Engineers and Canterbury and Otago Area Health Boards Engineer's Agreement, (doc.104), will continue to have service recognised as provided for in that contract.

For those employed as at 30 March 1995

For the purposes of severance, those employees who; prior to 30 March 1995; were employed by the employer and under coverage of the expired Hawkes Bay, Wellington and West Coast Area Health Board's Clerical and Engineers and Canterbury and Otago Area Health Boards Engineer's Agreement, (doc.104), will continue to have service recognised as provided for in that contract.

8.0 RETIREMENT GRATUITIES

- **8.1** The employer shall pay a retiring gratuity to employees retiring who have had not less than ten years' service recognised as at 30 March 1995.
- 8.2 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. Where part-time service is involved the gratuity should be calculated to reflect this.
- **8.3** Gratuities shall be paid to the estate of employees who dies before retirement or who dies after retirement but before receiving a gratuity.
- **8.4** 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.
- **8.5** From 30 March 1995 no further service shall accrue regarding the payment of retiring gratuities.

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

9.0 PAYMENT OF SALARY

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

10.0 SICK LEAVE

Absence from work due to sickness or injury is covered by the employer's Wellness Policy. The following is a summary of the provisions in the policy. The policy must be referred to for further details.

- 10.1 When an employee is absent from work due to sickness or injury the following provisions will apply, depending on whether the absence is due to sickness, work-related injury or non work-related injury.
- **10.2** During the first six (6) calendar months of service an employee shall be entitled to a maximum of ten (10) days sick leave on pay.
- **10.3** After completing six (6) months continuous service an employee, if ill, is able to take such time off work on pay as is necessary to recover from illness and return to work.
- An employee who is absent for reasons of ill health beyond three (3) consecutive working days may be required to supply a medical certificate and to the manager, setting out the date by which the employee will be expected to return to work. A medical certificate and an occupational health review may be requested if there is any suspicion of abuse of the policy.
- 10.5 If absence is long-term in nature the employee shall be entitled to full ordinary pay for up to six (6) months, subject to a full review and decision-making process.
- 10.6 The Wellness policy may be subject to review and alteration by the employer, after appropriate consultation, provided that any alteration/termination may only occur after the term of this collective agreement. In the event of termination the previous Collective Employment Contract (1March 2000 to 28 February 2001) sick leave provisions will be reinstated.
- **10.7** Partial absence due to illness or injury not covered by ACC by employees will be recorded in the following way:
 - (a) absence of less than two hours in any one working day leave

nil

- (b) absence of between two hours and six hours in any one working day day
- (c) absence of more than six hours in any one working day 1 day

Domestic Leave

- 10.8 Employees may be granted reasonable leave on pay as a charge against sick leave entitlement when the employee must be absent from work to attend to a member of the household who, through illness, becomes dependent on the employee.
- **10.9** A medical certificate may be required in support of a claim for domestic leave.

FROM SIDE LETTER

- 11.0 Overtime and Penal Allowances Grandparented
- 11.1 Overtime and penal allowances for employees of Capital & Coast Health as at 30 March 1995

For the purposes of this clause, the ordinary rate of pay shall be that applying on 29 November 1996.

11.2 Penal Allowances -

For the purposes of this clause, the ordinary rate of pay shall be that applying on 1 December 1994.

- 11.2.1 Penal allowances shall be paid at half the ordinary time rate of pay, in addition to ordinary pay except for time worked on a public holiday which shall be paid at ordinary time rate extra.
- 11.2.3 Employees of Capital and Coast as at 30 March 1995, who have penal allowances different to those outlined in 11.2.1, shall continue to have such arrangements applied at the salary rates which applied before the coming into force of this agreement, that is, the percentage increases shall not be applied to penal allowances.

12.0 Transport Allowance

Employees of Capital and Coast DHB as at 30 March 1995 with a current entitlement to a transport allowance/assistance will retain that entitlement.

13.0 Hours of Work Grandparented refer to page 55.



WB:PM

1 September 1995

Mike Ingpen Organiser NZ Public Service Association P.O. Box 3817 WELLINGTON

Fax 494-2019

Dear Mike,

Support Services Collective Employment Contract Negotiations

The purpose of this letter is to confirm undertakings given by representatives of Capital Coast Health Limited during the Support Services Collective Employment Contract negotiations in respect to your members. I understand that such undertakings have already been advised to you by Todd Moir, Wellington Regional Employer's Association. However, it was agreed that the Capital Coast Health would confirm this as well.

Capital Coast Health Limited acknowledges that in terms of clause 8 – hours of work – of the Support Services Collective Employment Contract, dated 9 August 1995, for those employee parties who are currently employed for 37.5 ordinary hours per week, pursuant to the terms of the expired collective employment contract (ie doc 104 dated 28 May 1991 and the Wellington Area Health Board, Clerical Staff Terms and Conditions, August 1992), these terms shall continue to apply. Any variation to the current ordinary hours of work of these employees shall be subject to clause 8.2 of the contract.

Yours sincerely

Wayne Bevan EMPLOYEE RELATIONS MANAGER

46

SC

Capital and Coast District Health Board Combined Health Professionals PSA Collective Agreement



ADDITIONAL TERMS & CONDITIONS OF EMPLOYMENT

TABLE OF CONTENTS

1.0	Salary Bands	52
	1.1 Progression Within Automatic Band Steps	53
	1.2 Progression to Merit Steps	
	1.3 Merit Payment	
	Band Definitions Progression for Casual Employees	53
	1.6 Job Evaluation1.7 Procedure	
	1.8 Disputes	
2.0	Application of Leave in Relation to Study Awards.	59
3.0	Shift Leave	60
5.0	Shift Leave	00
4.0	Reappointment After Childcare	61
5.0	Health Professional Development Group Fund	61
6.0	Employee Related Expenses	61
7.0	Severance	61
8.0	Recognition of Service	62
9.0	On Call Allowance	62
10.0	Sick Leave	62
11 0	Schedule C	63

1.0 SALARY BANDS

	Step	Salary Scale Effective	Salary Scale Effective	Salary Scale Effective	Salary Scale Effective
		1-May-17	4-Mar-19	3-Jun-19	1-Jun-20
	1	35,356			
Band 1	2 - Merit	36,062			
	6		41,720	43,720	45,720
	1	35,356			
	2	36,062			
	3	36,784			
	4	37,520			
	5	38,271			
Band 2	6	39,037	41,720	43,720	45,720
Bar	7	39,817	41,817	43,817	45,817
	8	40,614	42,614	44,614	46,614
	9 - Merit	41,427	43,427	45,427	47,427
	10 - Merit	42,255	44,255	46,255	48,255
	11 - Merit	43,100	45,100	47,100	49,100
	12 - Merit	43,961	45,961	47,961	49,961
	8	40,614	42,614	44,614	46,614
	9	41,427	43,427	45,427	47,427
	10	42,255	44,255	46,255	48,255
က	11	43,100	45,100	47,100	49,100
Band 3	12	43,961	45,961	47,961	49,961
ä	13	44,840	46,840	48,840	50,840
	14 - Merit	45,738	47,738	49,738	51,738
	15 - Merit	46,653	48,653	50,653	52,653
	16 - Merit	47,586	49,586	51,586	53,586
	13	44,840	46,840	48,840	50,840
	14	45,738	47,738	49,738	51,738
	15	46,653	48,653	50,653	52,653
	16	47,586	49,586	51,586	53,586
	17	48,537	50,537	52,537	54,537
	18	49,507	51,507	53,507	55,507
Band 4	19	50,497	52,497	54,497	56,497
Bar	20	51,507	53,507	55,507	57,507
	21	52,537	54,537	56,537	58,537
	22	53,588	55,588	57,588	59,588
	23	54,659	56,659	58,659	60,659
	24	55,754	57,754	59,754	61,754
	25 - Merit	56,868	58,868	60,868	62,868
	26 - Merit	58,005	60,005	62,005	64,005

	27 - Merit	59,167	61,167	63,167	65,167
	18	49,507	51,507	53,507	55,507
	19	50,497	52,497	54,497	56,497
	20	51,507	53,507	55,507	57,507
	21	52,537	54,537	56,537	58,537
	22	53,588	55,588	57,588	59,588
2	23	54,659	56,659	58,659	60,659
Band	24	55,754	57,754	59,754	61,754
	25	56,868	58,868	60,868	62,868
	26	58,005	60,005	62,005	64,005
	27	59,167	61,167	63,167	65,167
	28 - Merit	60,350	62,350	64,350	66,350
	29 - Merit	61,556	63,556	65,556	67,556
	30 - Merit	62,787	64,787	66,787	68,787

1.1 Progression within Automatic Band Steps

Progression through the automatic steps of each band is based on an assessment against the position profile and performance and development expectations as outlined in the individual performance appraisal plan.

At steps 1-3, the focus is primarily 'development'. The aim is for employees to progress through all of the automatic increment steps subject to an assessment of 'meets agreed expectations'.

If an employee has not had their performance appraisal and individual development plan reviewed within 3 months of its anniversary, this will not preclude an employee advancing to the next automatic step within the band.

1.2 Progression To Merit Steps

Refer to Clause 3.5 Merit Progression in the main body of this document.

1.3 Merit Payment

An employee or their manager may apply and recommend the payment of a \$500 merit payment for demonstrated outputs/performance exceeding what was normally expected of them in terms of their position profile or performance appraisal plan for the of period 12 months preceding their completed Performance Appraisal. This may be as a result of a one off project or significant sustained performance that has had an impact on the effectiveness or quality of the service.

When an employee feels that they qualify for this payment and their manager is not in agreement, the employee may refer their application to their Manager's Manager in the first instance and if still unresolved then to the GM HR for further and final consideration.

1.4 Band Definitions

For purposes of this clause, employees covered by this document will be graded within Administration Band 1 through to Band 5.

Band definitions (see below) have been developed for each classification which specify, influence & impact on organisational results, problem complexity and scope for solving, breadth of functions and activities, supervision and management, interpersonal skills, knowledge, experience or qualifications required to successfully carry out the roles which are specified in each band definition. Each position has been assessed according

to job evaluation as per 1.6 and allocated a band as per definitions below. Allocation is based on at least 80% of the position fitting the classification.

Administrative 1 Classification Definition:

Based on Compers Evaluation Process Score = <139

INFLUENCE & IMPACT ON ORGANISATIONAL RESULTS

Carries out routine assignments under detailed instructions and close supervision.

PROBLEM COMPLEXITY AND SCOPE FOR SOLVING

- Problems are generally of a minor nature requiring minimal effort with clearly defined and specific instructions.
- Little or no planning is required.

BREADTH OF FUNCTIONS AND ACTIVITIES

Carries out straightforward activities with little variation.

SUPERVISION AND MANAGMENT

- No responsibility for supervision or personnel.
- Responsible for own work and not normally required to direct or supervise other employees.

INTERPERSONAL SKILLS

 Routine exchange and transfer of information as well as common courtesy and cooperation when dealing with peers, the public and supervisors in the work place on a day to day basis.

KNOWLEDGE, EXPERIENCE OR QUALIFCATIONS

 Ability to acquire the practical skills for manual, administrative support tasks to meet the demands of the organisation in the workplace.

TYPICAL ROLES

Work experience staff

Administrative 2 Classification Definition:

Based on Compers Evaluation Process Score = 140 - 179

INFLUENCE & IMPACT ON ORGANISATIONAL RESULTS

- Works in a limited job area without continuous supervision Accountable for provision of the outputs of a team
- The majority of job functions contribute to the achievement of the outputs of another jobholder or broader team with greater control over the organisation's end results.
- There is some moderate impact on client satisfaction and the operating results at unit or organizational level, but only indirectly on the organization as a whole.

PROBLEM COMPLEXITY AND SCOPE FOR SOLVING

- Work is generally routine but varied and follows instructions or procedures to achieve results.
- Is expected to solve recurring problems primarily through reliance on previous experience.
- Problems are of a routine nature with some limited difficulty, which may require minor improvements to methods and/or techniques with some judgement required to interpret rules and instructions.
- Planning is required only for daily activities or projects and there is little variation in the work pattern from week to week.

BREADTH OF FUNCTIONS AND ACTIVITIES

- There may need to some task/area of knowledge specialisation, activities will remain closely related to the person's basic knowledge/task area.
- Similar activities where the work may vary slightly.
- The work occurs within the immediate work area.

SUPERVISION AND MANAGEMENT

- No responsibility for supervision of personnel.
- Responsible for own work and not normally required to direct or supervise other employees.

INTERPERSONAL SKILLS

- Requires good interpersonal skills, which contribute to the effectiveness of the organisation.
- Will provide services directly to customers.
- Will also have basic customer responsiveness skills: understands the needs of customers.

KNOWLEDGE, EXPERIENCE OR QUALIFCATIONS

- Some core business knowledge achieved through training beyond secondary level in specified job skills.
- Ability to demonstrate a general expertise of specific work practices in a work area.
- Expertise is usually attained through one to three years of training and experience beyond the secondary school level either on-the-job or in an equivalent training programme.

- Administrator
- Call Centre Operator
- Medical Typist
- Receptionist Inpatient/Outpatient

Administrative 3 Classification Definition

Based on Compers Evaluation Process Score = 180 - 219

INFLUENCE & IMPACT ON ORGANISATIONAL RESULTS

- Works in a limited job area without continuous supervision.
- Accountable for provision of the outputs of a team.
- The majority of job functions contribute to the achievement of the outputs of another jobholder or broader team with greater control over the organisation's end results. There is some moderate impact on client satisfaction and the operating results at unit or organisational level, but only indirectly on the organization as a whole.

PROBLEM COMPLEXITY AND SCOPE FOR SOLVING

- Solutions often require devising new methods and/or modifying existing procedures/precedents within established practices.
- Decision-making involves selecting appropriate analytical methods and data sources based on previous experience
- Problems may be of more varied nature which may involve changes to existing procedures and processes for their solution and may require reference to previous experience and judgement in interpreting instructions.
- They may need to plan and arrange work within the limitations of a programme where general instructions have been provided.

BREADTH OF FUNCTIONS AND ACTIVITIES

- Different job assignments would respond to differing instructions and directives.
- Positions at this level may involve some project work that is different from the regular work patterns.
- The work occurs within the immediate work area.

SUPERVISION AND MANAGEMENT

- No responsibility for supervision of personnel.
- Responsible for own work and not normally required to direct or supervise other employees.

INTERPERSONAL SKILLS

- Requires good interpersonal skills, which contribute to the effectiveness of the organisation.
- Will provide services directly to customers.
- Will also have basic customer responsiveness skills: understands the needs of customers.

KNOWLEDGE, EXPERIENCE OR QUALIFCATIONS

- More advanced skills and knowledge, with possibly combined with some leadership and motivation of small teams in specialised areas.
- Requires a thorough knowledge of varied practices and procedures within a specific function, discipline or specialised field and a general knowledge of several related areas or functions.
- Advanced skills and expertise are required to solve administrative or other issues in the workplace subject to the availability of external specialised support.
- This level is usually attained with the completion of a tertiary qualification, eg diploma or certificate or equivalent combination of training, and experience, if the position requires this qualification.

- Administrator Coordinator (Level 1)
- Health Records Associate
- Medical Secretary
- Medical Typist
- Receptionist
- Team Secretary

Administrative 4 Classification Definition

Based on Compers Evaluation Process Score = 220 - 249

INFLUENCE & IMPACT ON ORGANISATIONAL RESULTS

- Works in a limited job area without continuous supervision.
- May have authority to co-ordinate routine assignments.
- Accountable for provision of the outputs of a team.
- May share or contribute to larger unit outputs.
- May lead a small team or work unit but still under direction from a higher level.
- The majority of job functions contribute to the achievement of the outputs of another jobholder or broader team with greater control over the organisation's end results. There is some moderate impact on client satisfaction and the operating results at unit or organizational level, but only indirectly on the organization as a whole.

PROBLEM COMPLEXITY AND SCOPE FOR SOLVING

- Solutions often require devising new methods and/or modifying existing procedures/precedents within established practices.
- Decision-making involves selecting appropriate analytical methods and data sources based on previous experience
- Problems are of a more varied nature which may involve changes to existing procedures and processes, some freedom of interpretation in adapting practices or meeting new problems will occur.
- Solutions may require reference to previous experience and judgement in interpreting instructions.
- They may need to plan and arrange work within the limitations of a programme where general instructions have been provided.

BREADTH OF FUNCTIONS AND ACTIVITIES

- Different job assignments would respond to differing instructions and directives.
- Positions at this level may involve some project work that is different from the regular work patterns.
- The work occurs within the immediate work area.

SUPERVISION AND MANAGEMENT

- May have responsibility for work allocation to other employees such as supervising trainees, students or other staff.
- May also be required to carry out inspections and ensure compliance with audit controls.

INTERPERSONAL SKILLS

- Requires the need to understand, instruct, motivate and influence those whose work or interests impact on the positions capacity to achieve the Organisation's objectives.
- Advises or gives counsel to others based on professional background, knowledge and experience.
- Will also have basic customer responsiveness skills: understands the needs of customers.

KNOWLEDGE, EXPERIENCE OR QUALIFCATIONS

- More advanced skills and knowledge, combined with some leadership and motivation of small teams in specialised areas.
- Experience in the evaluation, analysis and solution of substantial operational, administrative, communication, cultural, functional or professional environment.
- Requires a thorough knowledge of varied practices and procedures within a specific function, discipline or specialised field and a general knowledge of several related areas or functions.
- Advanced skills and expertise are required to solve administrative or other issues in the workplace subject to the availability of external specialised support.
- This level is usually attained with the completion of a tertiary qualification, eg diploma or certificate or equivalent combination of training, and experience, if the position requires this qualification.

- Administration Coordinator (Level 2)
- Booking Coordinator
- Clinical Coder
- Team Leader

Administrative 5 Classification Definition

Based on Compers Evaluation Process Score = >250

INFLUENCE & IMPACT ON ORGANISATIONAL RESULTS

- Responsible and accountable for specified work areas and outputs plus co-ordination, supervision, control and development.
- May co-ordinate defined assignments or projects in a specified work area or function which involves some innovation and development within the limits of laid down practices and procedures.
- The majority of job functions contribute to the achievement of the outputs of another jobholder or broader team with greater control over the organisation's end results. There is some moderate impact on client satisfaction and the operating results at unit or organizational level, but only indirectly on the organization as a whole.

PROBLEM COMPLEXITY AND SCOPE FOR SOLVING

- Decision areas are recognisable but further investigation is usually required to define problems clearly.
- Solutions often require devising new methods and/or modifying existing procedures/precedents within established practices.
- Problems of a moderate complexity which involve analytical and creative input and require thinking skills over and above the use of simple initiative and judgement.
- This level requires the ability to analyse and make independent judgements on non-routine situations.
- Decisions are either guided by established standards of practice or procedures and exceptions are made in consultation with others.
- Operations, programmes or activities are generally planned and concluded in short time frames of a few days or weeks to allow for deadlines, peak periods and unexpected situations.

BREADTH OF FUNCTIONS AND ACTIVITIES

- The "different activities" at this level must be sufficiently diverse to involve a number of separate knowledge/task areas, disciplines and varied roles other than the positions core skill area.
- Such jobs may include a management component of either personnel or resources.

SUPERVISION AND MANAGEMENT

- Supervises more than one staff member.
- Allocation and monitoring of work while demonstrating team leadership and coaching skills.
- Likely to make recommendations on most of the personnel actions listed below
- Responsibility for supervision of people in routine assignments or responsibility for the co-ordinator and direction of small groups.
- Evaluating employee performance
- Taking disciplinary actions
- Planning, scheduling training and providing guidance/on-the-job training.

INTERPERSONAL SKILLS

- Requires the need to understand, instruct, motivate and influence those whose work or interests impact on the
 positions capacity to achieve the Organisation's objectives.
- Advises or gives counsel to others based on professional background, knowledge and experience.
- Will also have basic customer responsiveness skills: understands the needs of customers.

KNOWLEDGE, EXPERIENCE OR QUALIFCATIONS

- More advanced skills and knowledge, combined with some leadership and motivation of small teams in specialised areas.
- Experience in the evaluation, analysis and solution of substantial operational, administrative, communication, cultural, functional or professional environment.
- Requires a thorough knowledge of varied practices and procedures within a specific function, discipline or specialised field and a general knowledge of several related areas or functions.
- Advanced skills and expertise are required to solve administrative or other issues in the workplace subject to the availability of external specialised support.
- This level is usually attained with the completion of a tertiary qualification, eg diploma or certificate or equivalent combination of training, and experience, if the position requires this qualification.

- Clinical Coder Advanced
- Manager
- Personal Assistant

1.5 Progression for Casual Employees

For casual employees, progression will be on the basis that performance of duties has been to the satisfaction of the employer and they have completed a minimum of 1800 hours. These hours can be accumulated for salary progression and service recognition.

1.6 Job Evaluation

Either the Employing Manager or incumbent of a position can request a review of salary via the job evaluation committee.

Job evaluation can occur based in the following situations:

- New Position Manager identifies new role and/or position is different to those already placed in a salary band.
- The duties, responsibilities and competencies assigned to the position have changed significantly since the last job evaluation sizing was undertaken.
- The position is one that requires specific skills or where staff are employed to perform specific duties.
- There is a need for the employee's role to be reclassified and therefore remuneration/grading needs to be amended.

1.7 Procedure

Where an employee believes that the duties of their position have changed they should discuss this with their manager. The person and the manager can then determine what, if any, changes need to be made to the position profile. If the changes are significant (i.e. a number of key accountabilities or functions of the job have changed) then the position can be re-evaluated.

To get a position evaluated, the manager and employee should complete a revised position profile, using 'track changes' and have it signed off by the Administration / Service Manager. The Manager should submit the revised position profile to their Senior HR Advisor who will submit it to the internal job evaluation committee for re-evaluation. All employees seeking job re-evaluation must have a current online Performance Appraisal Plan.

A committee comprising of four representatives (two PSA and two DHB) will meet to consider the documentation submitted not more than one month after the date of receiving the information. The Committee may seek further information from the incumbent and/or the manager before making a decision, which will be final.

The Human Resource Department will be advised of the committee's decision and will hold an overall list of all positions and their salaries.

1.8 Disputes

Should the manager or employee not be able to agree on whether a position should be evaluated, or the committee fails to agree, then they should use the HBDHB's problem resolution procedure to try and resolve the problem.

2.0 APPLICATION OF LEAVE IN RELATION TO STUDY AWARDS

(i) Except where the Employer approves, where an employee is absent on special leave, whether with or without pay (i.e. including leave for study awards but excluding sick, accident or military leave) for an intermittent or continuous period of more than 35 days (including Saturdays and Sundays) during a leave year, annual leave shall be reduced in accordance with the scale below.

NOTE:

A "study award" for the purpose of this subclause shall be deemed to be a full-time course of study at a tertiary educational institute, during which the employee is able to take advantage of the mid-term holidays available to other full-time students of that institute. It shall not include leave to attend organised classes, lectures, block courses or examinations required for the attainment of essential basic qualifications.

Days of Absence (including	Annual leave entitlement to be reduced by the number of working days shown below				
Saturdays		Annual Leave	Entitlement		
& Sundays)	Three Weeks	Four Weeks	Five Weeks	Six Weeks	
0 – 35	-	-	-	-	
36 –71	1.5	2	2.5	3	
72 – 107	3	4	5	6	
108-143	4.5	6	7.5	9	
144-179	6	8	10	12	
180-215	7.5	10	12.5	15	
216-251	9	12	15	18	
252-287	10.5	14	17.5	21	
288-323	12	16	20	24	
324-359	13.5	18	22.5	27	
360-365	15	20	25	30	

3.0 SHIFT LEAVE

Extra Leave for Shift Workers on Rotating Rostered Shifts

"Rotating Rostered Shifts" - This refers to employees who are available as required to work through the roster as it applies to the department or work area.

Employees who qualify as shift workers under this definition may be granted up to one week (five working days) additional leave on completion of 12 months employment on shift work in accordance with the following:

- (a) If the shift work performed:
 - (i) is rostered and rotating;
 - (ii) extends over at least 15 continuous hours each day; and
 - not less than 40% of the hours worked in the period covered by the roster cycle is outside the hours of 7.00 am to 7.00 pm; the following additional leave is granted:

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

(b) Every part-time employee will be entitled to annual leave as prescribed. Salary during leave will be paid for the employee's usual working week.

4.0 REAPPOINTMENT AFTER CHILD CARE

If an employee resigns to care for a dependant pre-school child, they may request preferential reappointment for a period up to four years from their resignation. This request must be made in writing to Hawke's Bay District Health Board, who will endeavour to accommodate this request.

5.0 HEALTH PROFESSIONAL DEVELOPMENT GROUP FUND

5.1 Statement of Intent

- (a) The Employer is committed to the ongoing professional development of its employees and therefore will provide a variety of in service training and education and will also encourage employees and their managers to develop special educational opportunities as appropriate.
- (b) The Employer will allocate a separate Health Professional Development Group Fund of \$10,000 per annum, to be shared between PSA members covered by this collective agreement and the two collective agreements for Nursing and Allied Health/Technical staff.
- 5.2 The Purpose, Membership, Criteria and Application Process of the HPDG fund are outlined in the HPDG Fund Terms of Reference available on the HBDHB intranet.

The parties agree to establish an Allied Health Professional Development Group (HPDG) consisting of two Employer representatives together with two employee representatives.

The selection process for the staff representatives will be organised in an open manner which will include input from Professional Associations, the PSA and the Employer.

The HPDG will allocate funding for such collective and individual professional activities consistent with the criteria established as above.

The HPDG may make recommendations to the Employer that leave be granted for professional development either with or without pay in any particular instance.

Expenditure will be approved in accordance with the Employer's accounting requirements.

6.0 EMPLOYEE RELATED EXPENSES

6.1 Reimbursement of Telephone Rental

Employees who are required to be on call will be provided with a cell phone or pager. The employer shall reimburse half the cost of the private telephone rental where no cell phone coverage is available.

7.0 SEVERANCE

Service for the purpose of this MECA shall comprise of all periods of service in Hawke's Bay District Health Board and its predecessors for administrative employees employed as at 11 April 1994 and PTR employees employed as at 28 March 1994, and service with one or more of the organisations below. But excludes any service with any of the organisations below or with any Board or Hospital and Health Service, which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the organisations below or from any Boards or Hospital and Health Service.

Public Service

- NZ Post Office
- NZ Rail
- Any University in New Zealand
- Any Health Centre in any NZ Polytechnic or College of Education.
- (a) "Service" for the purposes of this subclause means total aggregated service with the Employer and its predecessors,
- (b) Employees who are considering retiring can put forward a request for enhanced early retirement under this clause. The provisions of clause 8.5 of the Core Document shall apply in addition the employee would receive payment in accordance with the formula above.

8.0 RECOGNITION OF SERVICE

For the purposes of Annual Leave and Long Service Leave, recognised service shall mean all periods of employment with this employer and its predecessors.

9.0 ON CALL ALLOWANCE

Where an employee is instructed to be on call during normal off duty hours, an on call allowance of \$4.04 per hour shall be paid in addition to other remuneration.

10.0 SICK LEAVE

Notwithstanding (i) above, any employee under the PTR who was employed by the Employer prior to 28 March 1994 and a clerical employee employed prior to 11 April 1994 shall have their service and sick leave calculated in accordance with Schedule C (see below).

10.1 Discretionary Powers of the Employer to Grant Leave in Excess of the Above Prescribed Limits

(a) Where a whole-time employee is incapacitated by sickness or injury arising out of and in the course of employment, the Employer may continue to pay full salary during incapacity for those on the PTR for a period of up to 26 weeks. Any extensions beyond 26 weeks require the approval of the Employer. The period for which salary is paid in accordance with the provisions of this sub clause shall not be regarded as sick leave with pay for the purposes of the foregoing provisions of this clause.

For employees on the Clerical Award, the Employer may continue to pay the ordinary base salary (T1) during incapacity provided that any payment beyond a three-month period has approval from the Employer.

- (b) Where an employee is suffering from a minor illness, which could have a detrimental effect on the patient in an Employer's care. The Employers may, at its discretion either:
 - (i) place the employee on suitable alternative duties; or
 - (ii) direct the employee to take leave on full pay for not more than eight days in any one year, in addition to the normal entitlement to sick leave.
- (c) In special cases, the Employer may allow an employee to anticipate sick leave becoming due on completion of a further period of service.

SCHEDULE C

SICK LEAVE FOR CLERICAL EMPLOYEES EMPLOYED AT 11 APRIL 1994 AND PTR EMPLOYEES EMPLOYED 28 MARCH 1994

The length of service of an employee who was employed under the PTR Collective Employment Contract as at 28 March 1984 and under the Clerical Collective Employment Contract as at 11 April 1994, for the purposes of the said schedule of entitlement, means the aggregate period of service, whether continuous or intermittent, in the employment of a board, and/or with the exception of service with the Government or State Government of another country, service which may be credited for annual leave as defined in Schedule A, subject to:

- (a) production of a certificate of previous service;
- (b) the debiting of sick leave already granted;
- (c) sick leave for each period shall be reckoned in working days.

Table A

Length of Service	Total period of sick leave with payment at ordinary base rates (T1 rate only) during whole length of service
Up to three month's service	7 days
Over three months' and up to six months' service	14 days inclusive of days previously allowed
Over six months' and up to nine months' service	31 days inclusive of days previously allowed
Over nine months' and up to five years' service	46 days inclusive of days previously allowed
Over five years' and up to 10 years' service	92 days inclusive of days previously allowed
Over 10 years' and up to 20 years' service	183 days inclusive of days previously allowed
Over 20 years' and up to 30 years' service	275 days inclusive of days previously allowed
Over 30 years' service	365 days inclusive of days previously allowed

- (1) If the employee's sick leave entitlement is exhausted under Table A before the expiry of the appropriate period of service, eg over five years and up to ten years), the employee is entitled to up to five days sick leave on pay per year as provided for by the Holidays Act. Any leave taken under this provision cannot be accumulated.
- (2) Once the employee has completed a single period of service in Table A (e.g., over five years and up to ten years), the sick leave on pay provisions in clause (1) shall apply.
- (3) Any sick leave entitlement under Table A remaining after the completion of the relevant period of service shall be accumulated.
- (4) Sick leave under Table A shall be accumulated but may not be anticipated.



HUTT VALLEY DISTRICT HEALTH BOARD ADDITIONAL TERMS AND CONDITIONS

Contents

1.0		ıneration	.65
	1.1 P	rovisions Related to Salary Movement & Occupational Specific Conditions	65
2.0	Salar	y Scales y Ranges by PRSGE Points	68
	Salar	y Ranges by PRSGE Points	68
3.0	Meal	Allowance	76
4.0	Holid	ays and Leave	76
5.0	Gran	dparented/Transitional Provision	76
	51	Service Definition	76
	5.2	Penal Rates	76
	5.3	Retiring Gratuities	
	5.4	Absence Due to Sickness or Injury	
6.0	Abse	nce Due to Sickness or Injury	77

1.0 REMUNERATION

1.1 Provisions Related to Salary Movement and Occupational Specific Conditions.

Entitlement to Review of Salary

- a) Salary reviews will be held annually on or around the anniversary date using the relevant performance-based progression mechanisms included in the schedules to this MECA.
- b) All performance assessments must be commenced no later than 3 months after the Employee's anniversary date. Any salary progression that is agreed as a result of the assessment will be effective from the Employee's anniversary date.
- c) No Employee will suffer a disadvantage i.e., reduction in salary, as a result of the outcome of a salary review. In the event that Employees do not meet the performance objectives they will remain on their existing salary.

Salary Review Process

Unless otherwise specified in the attached schedules the following processes will be used in assessing an Employee's performance for the purpose of salary progression.

Responsibility and Input

Final responsibility for salary reviews rests with the relevant Manager. Reviews will be carried out by the relevant Manager or, where appropriate, delegated to a unit or line Manager or co-ordinator, and must take into consideration input from the following sources:

- a) The annual performance review based on the Employee's annual performance plan which will include goals related to the performance criteria listed in the appropriate occupational schedule (e.g., tasks performed or clients seen in relation to agreement requirements, quality and nature of service provided, additional responsibilities and roles, other variables that may have impacted on performance.) The individual performance plan may also contain personal goals and objectives such as additional responsibilities or special project work.
- b) Associated written comments or reports from the Employee's supervisor(s) (administrative and/or clinical supervisor.)
- c) The Employee.
- d) The Employee's unit Manager, team leader or equivalent (where appropriate).

Employees are entitled, if they so choose, to have a support person present to assist them in their performance assessment or salary review meetings.

Documentation

The process must be documented to support the decision reached. Employees must be advised in writing of the outcome of reviews. When a review does not lead to salary progression Employees must be provided with reasons in writing as to the area(s) of performance shortfall.

Appeals Process

Salary review decisions are subject to appeal. An Employee who feels aggrieved by their review should adopt the following process:

(a) <u>Discuss the matter with the Team Leader/Line or Unit Manager and Director.</u>

The Employee needs to clearly state in writing the reasons why she/he is unhappy with the decision concerning salary progression. Reference should be made to; performance ratings, achievements in the review period, other factors that the Employee feels are relevant.

The focus of this discussion should be an objective discussion of actual performance. This is relatively informal.

(b) Raise the matter with Human Resources

If the Employee remains dissatisfied, the next option is to contact Human Resources. The Human Resources Advisor responsible for performance management will meet with the Employee, the Employee representative involved in the review decision (if appropriate) and the Manager. Human Resources will ensure that the review decision is based on facts and that due process has been followed.

(c) Raise the matter with the Employee's representative

The Employee has the option of raising the matter with their representative at any stage, however a more formal approach should be the last resort as the focus is on discussion and resolution based on understanding of the process.

Re-Earnable Performance Bonus

Unit Managers may recommend to the Director that Employees who are at the top step of their Grade, or salary range, or above (in the case of Administration Support staff), be paid a re-earnable performance bonus. Such payments will be at the Director's discretion and will be in recognition of achieving a high level of performance.

Salary Scale Movement

Movement between the salary steps will occur as per the criteria contained in the progression section.

2.0 SALARY SCALES – ADMINISTRATION OFFICERS

		Salary Scale Effective	Salary Scale Effective	Salary Scale Effective	Salary Scale Effective
		1-May-17	4-Mar-19	3-Jun-19	1-Jun-20
PRSGE Points	PRSGE Step	Salary	Salary	Salary	Salary
7000-7500	1	35,356			
7501-8000	2	36,062			
8001-8500	3	36,784			
8501-9000	4	37,520			
9001-9500	5	38,271			
9501-10000	6	39,037	41,720	43,720	45,720
10001-11000	7	39,817	41,817	43,817	45,817
11001-12000	8	40,614	42,614	44,614	46,614
12001-13000	9	41,427	43,427	45,427	47,427
	10	42,255	44,255	46,255	48,255
13001-14000	11	43,100	45,100	47,100	49,100
14001-16000	12	43,961	45,961	47,961	49,961
	13	44,840	46,840	48,840	50,840
16001-18000	14	45,738	47,738	49,738	51,738
18001-20000	15	46,653	48,653	50,653	52,653
	16	47,586	49,586	51,586	53,586
20001-22000	17	48,537	50,537	52,537	54,537
22001-24000	18	49,507	51,507	53,507	55,507
	19	50,497	52,497	54,497	56,497
24001-26000	20	51,507	53,507	55,507	57,507
26001-28000	21	52,537	54,537	56,537	58,537
28001-30000	22	53,588	55,588	57,588	59,588
	23	54,659	56,659	58,659	60,659
30001-32000	24	55,754	57,754	59,754	61,754
	25	56,868	58,868	60,868	62,868
32001-34000	26	58,005	60,005	62,005	64,005
	27	59,167	61,167	63,167	65,167
34001-37000	28	60,350	62,350	64,350	66,350
	29	61,556	63,556	65,556	67,556
37001-40000	30	62,787	64,787	66,787	68,787
	31	64,043	66,043	68,043	70,043
40001-46000	32	65,324	67,324	69,324	71,324
	33	66,631	68,631	70,631	72,631
46001-52000	34	67,964	69,964	71,964	73,964
52000 +	35	69,324	71,324	73,324	75,324
	36	70,710	72,710	74,710	76,710
	37	72,125	74,125	76,125	78,125

		Salary Scale Effective 1-May-17	Salary Scale Effective 4-Mar-19	Salary Scale Effective 3-Jun-19	Salary Scale Effective 1-Jun-20
PRSGE Range	PRSGE Steps	Salary	Salary	Salary	Salary
7001-7500	1 2 - Merit 3 - Merit 4 - Merit 5 - Merit 6	35,356 36,062 36,784 37,520 38,271	41,720	43,720	45,720
7501-8000	1 2 3 - Merit 4 - Merit 5 - Merit 6 - Merit	35,356 36,062 36,784 37,520 38,271 39,037	41,720	43,720	45,720
8001-8500	1 2 3 4 - Merit 5 - Merit 6 - Merit	35,356 36,062 36,784 37,520 38,271 39,037	41,720	43,720	45,720
8501-9000	7 - Merit 1 2 3 4 5 - Merit 6 - Merit 7 - Merit 8 - Merit	39,817 35,356 36,062 36,784 37,520 38,271 39,037 39,817 40,614	41,817 41,720 41,817 42,614	43,817 43,720 43,817 44,614	45,817 45,720 45,817 46,614
9001-9500	1 2 3 4 5 6 - Merit 7 - Merit 8 - Merit 9 - Merit	35,356 36,062 36,784 37,520 38,271 39,037 39,817 40,614 41,427	41,720 41,817 42,614 43,427	43,720 43,817 44,614 45,427	45,720 45,817 46,614 47,427
9501-10000	2 3 4 6 7 - Merit 8 - Merit 9 - Merit 10 - Merit	36,062 36,784 37,520 39,037 39,817 40,614 41,427 42,255	41,720 41,817 42,614 43,427 44,255	43,720 43,817 44,614 45,427 46,255	45,720 45,817 46,614 47,427 48,255

		Salary Scale Effective 1-May-17	Salary Scale Effective 4-Mar-19	Salary Scale Effective 3-Jun-19	Salary Scale Effective 1-Jun-20
PRSGE Range	PRSGE Steps	Salary	Salary	Salary	Salary
10001-11000	3 4 5	36,784 37,520 38,271			
	6 7 8 - Merit 9 - Merit 10 - Merit 11 - Merit 12 - Merit	39,037 39,817 40,614 41,427 42,255 43,100	41,720 41,817 42,614 43,427 44,255 45,100	43,720 43,817 44,614 45,427 46,255 47,100	45,720 45,817 46,614 47,427 48,255 49,100
11001-12000	4 5 6	43,961 37,520 38,271 39,037	45,961 41,720	47,961 43,720	49,961 45,720
	7 8 9 - Merit 10 - Merit 11 - Merit 12 - Merit 13 - Merit	39,817 40,614 41,427 42,255 43,100 43,961 44,840	41,817 42,614 43,427 44,255 45,100 45,961 46,840	43,817 44,614 45,427 46,255 47,100 47,961 48,840	45,817 46,614 47,427 48,255 49,100 49,961 50,840
12001-13000	5 6 7 8 9 10 - Merit 11 - Merit 12 - Merit 13 - Merit 14 - Merit	38,271 39,037 39,817 40,614 41,427 42,255 43,100 43,961 44,840 45,738 46,653	41,720 41,817 42,614 43,427 44,255 45,100 45,961 46,840 47,738 48,653	43,720 43,817 44,614 45,427 46,255 47,100 47,961 48,840 49,738 50,653	45,720 45,817 46,614 47,427 48,255 49,100 49,961 50,840 51,738 52,653
13001-14000	6 7 8 9 10 11 12 - Merit 13 - Merit 14 - Merit 15 - Merit 16 - Merit	39,037 39,817 40,614 41,427 42,255 43,100 43,961 44,840 45,738 46,653 47,586	41,720 41,817 42,614 43,427 44,255 45,100 45,961 46,840 47,738 48,653 49,586	43,720 43,817 44,614 45,427 46,255 47,100 47,961 48,840 49,738 50,653 51,586	45,720 45,817 46,614 47,427 48,255 49,100 49,961 50,840 51,738 52,653 53,586

		Salary Scale Effective 1-May-17	Salary Scale Effective 4-Mar-19	Salary Scale Effective 3-Jun-19	Salary Scale Effective 1-Jun-20
PRSGE Range	PRSGE Steps	Salary	Salary	Salary	Salary
14001 - 16000	7 8 9 10 11	39,817 40,614 41,427 42,255 43,100	41,817 42,614 43,427 44,255 45,100	43,817 44,614 45,427 46,255 47,100	45,817 46,614 47,427 48,255 49,100
	12 13 - Merit 14 - Merit 15 - Merit 16 - Merit 17 - Merit 18 - Merit	43,961 44,840 45,738 46,653 47,586 48,537 49,507	45,961 46,840 47,738 48,653 49,586 50,537 51,507	47,961 48,840 49,738 50,653 51,586 52,537 53,507	49,961 50,840 51,738 52,653 53,586 54,537 55,507
16001 - 18000	7 8 9 10 11 12 13 14 15 - Merit 16 - Merit 17 - Merit 18 - Merit 19 - Merit	39,817 40,614 41,427 42,255 43,100 43,961 44,840 45,738 46,653 47,586 48,537 49,507 50,497	41,817 42,614 43,427 44,255 45,100 45,961 46,840 47,738 48,653 49,586 50,537 51,507 52,497	43,817 44,614 45,427 46,255 47,100 47,961 48,840 49,738 50,653 51,586 52,537 53,507 54,497	45,817 46,614 47,427 48,255 49,100 49,961 50,840 51,738 52,653 53,586 54,537 55,507 56,497
18001 - 20000	8 9 10 11 12 13 14 15 16 - Merit 17 - Merit 18 - Merit 19 - Merit 20 - Merit 21 - Merit	40,614 41,427 42,255 43,100 43,961 44,840 45,738 46,653 47,586 48,537 49,507 50,497 51,507 52,537	42,614 43,427 44,255 45,100 45,961 46,840 47,738 48,653 49,586 50,537 51,507 52,497 53,507 54,537	44,614 45,427 46,255 47,100 47,961 48,840 49,738 50,653 51,586 52,537 53,507 54,497 55,507 56,537	46,614 47,427 48,255 49,100 49,961 50,840 51,738 52,653 53,586 54,537 55,507 56,497 57,507 58,537

		Salary Scale Effective 1-May-17	Salary Scale Effective 4-Mar-19	Salary Scale Effective 3-Jun-19	Salary Scale Effective 1-Jun-20
PRSGE Range	PRSGE Steps	Salary	Salary	Salary	Salary
	10	42,255	44,255	46,255	48,255
	11	43,100	45,100	47,100	49,100
	12	43,961	45,961	47,961	49,961
0	13	44,840	46,840	48,840	50,840
00	14	45,738	47,738	49,738	51,738
22	15	46,653	48,653	50,653	52,653
1	16	47,586	49,586	51,586	53,586
6	17	48,537	50,537	52,537	54,537
20001 - 22000	18 - Merit	49,507	51,507	53,507	55,507
N	19 - Merit	50,497	52,497	54,497	56,497
	20 - Merit	51,507	53,507	55,507	57,507
	21 - Merit	52,537	54,537	56,537	58,537
	22 - Merit	53,588	55,588	57,588	59,588
	12	43,961	45,961	47,961	49,961
	13	44,840	46,840	48,840	50,840
	14	45,738	47,738	49,738	51,738
22001 - 24000	15	46,653	48,653	50,653	52,653
	16	47,586	49,586	51,586	53,586
- 5	17	48,537	50,537	52,537	54,537
5	18	49,507	51,507	53,507	55,507
003	19 - Merit	50,497	52,497	54,497	56,497
22	20 - Merit	51,507	53,507	55,507	57,507
	21 - Merit	52,537	54,537	56,537	58,537
	22 - Merit	53,588	55,588	57,588	59,588
	23 - Merit	54,659	56,659	58,659	60,659
24001 - 26000	13	44,840	46,840	48,840	50,840
	14	45,738	47,738	49,738	51,738
	15	46,653	48,653	50,653	52,653
	16	47,586	49,586	51,586	53,586
	17	48,537	50,537	52,537	54,537
	18	49,507	51,507	53,507	55,507
	19	50,497	52,497	54,497	56,497
	20	51,507	53,507	55,507	57,507
	21 - Merit	52,537	54,537	56,537	58,537
	22 - Merit	53,588	55,588	57,588	59,588
	23 - Merit	54,659	56,659	58,659	60,659
	24 - Merit	55,754	57,754	59,754	61,754
	25 - Merit	56,868	58,868	60,868	62,868

		Salary Scale Effective 1-May-17	Salary Scale Effective 4-Mar-19	Salary Scale Effective 3-Jun-19	Salary Scale Effective 1-Jun-20
PRSGE Range	PRSGE Steps	Salary	Salary	Salary	Salary
, and the second	15	46,653	48,653	50,653	52,653
	16	47,586	49,586	51,586	53,586
00	17	48,537	50,537	52,537	54,537
	18	49,507	51,507	53,507	55,507
	19	50,497	52,497	54,497	56,497
26001 - 28000	20	51,507	53,507	55,507	57,507
	21	52,537	54,537	56,537	58,537
26001	22 - Merit	53,588	55,588	57,588	59,588
	23 - Merit	54,659	56,659	58,659	60,659
	24 - Merit	55,754	57,754	59,754	61,754
	25 - Merit	56,868	58,868	60,868	62,868
	26 - Merit	58,005	60,005	62,005	64,005
	27 - Merit 16 17	59,167 47,586	61,167 49,586	63,167 51,586	65,167 53,586
	17	48,537	50,537	52,537	54,537
	18	49,507	51,507	53,507	55,507
	19	50,497	52,497	54,497	56,497
30000	20	51,507	53,507	55,507	57,507
	21	52,537	54,537	56,537	58,537
	22	53,588	55,588	57,588	59,588
28001 - 30000	23 - Merit	54,659	56,659	58,659	60,659
	24 - Merit	55,754	57,754	59,754	61,754
78	25 - Merit	56,868	58,868	60,868	62,868
	26 - Merit	58,005	60,005	62,005	64,005
	27 - Merit	59,167	61,167	63,167	65,167
	28 - Merit	60,350	62,350	64,350	66,350
	29 - Merit	61,556	63,556	65,556	67,556
	18	49,507	51,507	53,507	55,507
	19	50,497	52,497	54,497	56,497
	20	51,507	53,507	55,507	57,507
2000	21	52,537	54,537	56,537	58,537
	22	53,588	55,588	57,588	59,588
	23	54,659	56,659	58,659	60,659
30001 - 32000	24	55,754	57,754	59,754	61,754
	25 - Merit	56,868	58,868	60,868	62,868
	26 - Merit	58,005	60,005	62,005	64,005
30	27 - Merit	59,167	61,167	63,167	65,167
	28 - Merit	60,350	62,350	64,350	66,350
	29 - Merit	61,556	63,556	65,556	67,556
	30 - Merit	62,787	64,787	66,787	68,787
	31 - Merit	64,043	66,043	68,043	70,043

		Salary Scale Effective 1-May-17	Salary Scale Effective 4-Mar-19	Salary Scale Effective 3-Jun-19	Salary Scale Effective 1-Jun-20
PRSGE Range	PRSGE Steps	Salary	Salary	Salary	Salary
	19	50,497	52,497	54,497	56,497
	20	51,507	53,507	55,507	57,507
	21	52,537	54,537	56,537	58,537
	22	53,588	55,588	57,588	59,588
	23	54,659	56,659	58,659	60,659
32001 - 34000	24	55,754	57,754	59,754	61,754
34(25	56,868	58,868	60,868	62,868
Ϋ́	26	58,005	60,005	62,005	64,005
5	27 - Merit	59,167	61,167	63,167	65,167
20	28 - Merit	60,350	62,350	64,350	66,350
က	29 - Merit	61,556	63,556	65,556	67,556
	30 - Merit	62,787	64,787	66,787	68,787
	31 - Merit	64,043	66,043	68,043	70,043
	32 - Merit	65,324	67,324	69,324	71,324
	33 - Merit	66,631	68,631	70,631	72,631
	21	52,537	54,537	56,537	58,537
	22	53,588	55,588	57,588	59,588
	23	54,659	56,659	58,659	60,659
	24	55,754	57,754	59,754	61,754
0	25	56,868	58,868	60,868	62,868
00	26	58,005	60,005	62,005	64,005
34001 - 37000	27	59,167	61,167	63,167	65,167
<u>-</u>	28	60,350	62,350	64,350	66,350
9	29 - Merit	61,556	63,556	65,556	67,556
¥	30 - Merit	62,787	64,787	66,787	68,787
()	31 - Merit	64,043	66,043	68,043	70,043
	32 - Merit	65,324	67,324	69,324	71,324
	33 - Merit	66,631	68,631	70,631	72,631
	34 - Merit	67,964	69,964	71,964	73,964
	35 - Merit	69,324	71,324	73,324	75,324
	22	53,588	55,588	57,588	59,588
	23	54,659	56,659	58,659	60,659
	24	55,754	57,754	59,754	61,754
	25	56,868	58,868	60,868	62,868
	26	58,005	60,005	62,005	64,005
00	27	59,167	61,167	63,167	65,167
04	28	60,350	62,350	64,350	66,350
37001 - 40000	29 30	61,556 62,787	63,556 64,787	65,556 66,787	67,556 69.797
2		62,787	64,787 66.043	66,787	68,787
02	31 - Merit	64,043 65,334	66,043 67,334	68,043 60,334	70,043 71,334
က	32 - Merit	65,324 66,631	67,324 68,631	69,324 70,631	71,324 72,631
	33 - Merit	66,631 67,064	68,631 60,064	70,631 71,064	72,631 73,064
	34 - Merit	67,964 60,334	69,964	71,964	73,964 75,334
	35 - Merit	69,324	71,324	73,324	75,324 76,710
	36 - Merit	70,710	72,710 74,125	74,710	76,710 78,125
	37 - Merit	72,125	74,125	76,125	78,125

		Salary Scale Effective 1-May-17	Salary Scale Effective 4-Mar-19	Salary Scale Effective 3-Jun-19	Salary Scale Effective 1-Jun-20
PRSGE Range	PRSGE Steps	Salary	Salary	Salary	Salary
	23	54,659	56,659	58,659	60,659
	24	55,754	57,754	59,754	61,754
	25	56,868	58,868	60,868	62,868
	26	58,005	60,005	62,005	64,005
00	27	59,167	61,167	63,167	65,167
000	28	60,350	62,350	64,350	66,350
4	29	61,556	63,556	65,556	67,556
/	30	62,787	64,787	66,787	68,787
40001 - 46000	31 32	64,043	66,043	68,043	70,043
40	33 - Merit	65,324 66,631	67,324	69,324 70,631	71,324 72,631
	34 - Merit	66,631 67,964	68,631 69,964	70,631	72,631 73,964
	35 - Merit	69,324	71,324	71,964	75,964 75,324
	36 - Merit	70,710	71,324	73,324	76,710
	37 - Merit	70,710	74,125	74,710 76,125	78,125
	25	56,868	58,868	60,868	62,868
	26	58,005	60,005	62,005	64,005
	27	59,167	61,167	63,167	65,167
	28	60,350	62,350	64,350	66,350
00	29	61,556	63,556	65,556	67,556
950	30	62,787	64,787	66,787	68,787
1	31	64,043	66,043	68,043	70,043
46001 - 52000	32	65,324	67,324	69,324	71,324
09	33	66,631	68,631	70,631	72,631
4	34	67,964	69,964	71,964	73,964
	35 - Merit	69,324	71,324	73,324	75,324
	36 - Merit	70,710	72,710	74,710	76,710
	37 - Merit	72,125	74,125	76,125	78,125
	27	59,167	61,167	63,167	65,167
	28	60,350	62,350	64,350	66,350
	29	61,556	63,556	65,556	67,556
	30	62,787	64,787	66,787	68,787
Į į	31	64,043	66,043	68,043	70,043
52000+	32	65,324	67,324	69,324	71,324
52	33	66,631	68,631	70,631	72,631
	34	67,964	69,964	71,964	73,964
	35	69,324	71,324	73,324	75,324
	36 - Merit	70,710	72,710	74,710	76,710
	37 - Merit	72,125	74,125	76,125	78,125

Grading Evaluation

All positions covered by this salary scale have been evaluated under Hutt Valley DHB's Points Rating System Grading Evaluation (PRSGE). The total points awarded to each position fall within a points range.

Appointment

Appointees can be appointed to any salary within the appropriate salary range excluding merit steps. Managers must take the following factors into account; Relative skills, attributes and working experience.

Progression

Progression from the commencement step of the salary range to the first merit step indicated on the salary scale is by automatic annual increment, subject to satisfactory performance.

Refer to Clause 3.5 Merit Progression in the main body of this document.

Salary Scale - Telephonists

Grade	Step	Salary Scale Effective 1-May-17	Salary Scale Effective 4-Mar-19	Salary Scale Effective 3-Jun-19	Salary Scale Effective 1-Jun-20
1	1	39,204	41,720	43,720	45,720
1	2	43,725	45,725	47,725	49,725
2	1	45,232	47,232	49,232	51,232
2	2	46,740	48,740	50,740	52,740
3	1	48,249	50,249	52,249	54,249
4	1	54,371	56,371	58,371	60,371
4	2	56,463	58,463	60,463	62,463

NB: Grade 4 is designated for Team Leader Telephonist position only.

Progression from Grade 4, Step 1 to 2, shall be on basis of performance with credit following annual performance and salary review.

Progression for Telephonists between grade 1 to 2 and 2 to 3 and all steps within the grades shall be on the basis of performance with credit following an annual performance and salary review.

Mechanisms - Hours of Work

All hours worked will be paid at ordinary rates of pay (T1). Employees who are required to work on a Public Holiday will be paid at double ordinary time T2) and will be granted an alternative day paid in accordance with the Holidays Act 2003.

Meal and Rest Breaks

It is recognised at times due to the nature of the operation that an Employee who is required by the Employer to work a continuous shift of not less than eight (8) hours where no relief is available shall be allowed to take a paid meal break within the working hours and during the break shall be available for duties as required.

Minimum break between spells of duty - Mechanisms

A break of at least 9 hours must be provided, wherever possible between any 2 periods of duty. If a break of at least 9 continuous hours cannot be provided between periods of duty, the duty is to be regarded as continuous until a break of at least 9 hours is taken.

The time spent off duty during ordinary hours solely to obtain a 9-hour break shall be paid at ordinary time rates. Wherever possible, Employees changing on consecutive days from one period of duty/shift to another in the duty roster, shall be rostered a minimum duty break of twelve consecutive hours.

Call Back

When an Employee is on approved annual leave and is called back to duty in extenuating circumstances the Employee will be credited with an additional days leave which can be taken at another time as agreed with the Manager.

3.0 MEAL ALLOWANCE

Employees working a duty of eight hours or as otherwise agreed with the employer who are required to work more than one hour beyond the end of the shift (excluding any break for a meal) shall be provided with a meal or if a meal is unavailable an allowance of \$8.50 cents

4.0 HOLIDAYS AND LEAVE

4.1 Shift Leave

Extra shift leave is for shift workers on rostered and rotating shifts. This refers to Employees who are available as required by the Manager to work through the roster as it applies to the department or work area. Employees who qualify as shift workers under this definition may, on completion of 12 months employment on shift work be granted 1 day's additional leave per annum for each 20 qualifying shifts worked. A qualifying shift is a shift that involves 2 or more hours of work that fall outside of the core hours of work. Employees may be granted up to a maximum of 5 days additional leave per annum.

Qualifying shift	# of days additional leave per annum (pro rata)
100 +	5
80-99	4
60-79	3
40-59	2
20-39	1

5.0 GRANDPARENTED / TRANSITIONAL PROVISIONS

These provisions shall apply only to full and part time staff who are employed as at the date of this MECA coming into effect. Employees whose previous employment agreement with Hutt Valley DHB contained the following provisions will have the Grandparented/Transitional entitlements apply to them only.

5.1 Service Definition

For Employees employed by Hutt Valley DHB at the date of this MECA coming into force "service" is that recognised by Hutt Valley DHB according to the previous employment agreement arrangement for that Employee.

5.2 Penal Rates

5.0

All hours worked on Saturday after 1pm, on Sunday or on Statutory holidays T2 for those –

Employees employed as at 30 January 1995, i.e., date of commencement of HV DHB Clerical Employees CEA, 30 January 1995 – 30 March 1996.

5.3 Retiring Gratuities

Staff who, as at 30 January 1995, have qualified for a retiring gratuity according to their previous agreement of employment will have their number of days of retiring gratuity entitlement identified. The entitlement will be frozen and paid according to the provisions of the previous agreement of employment. Staff with less than ten (10) years' service will not be entitled to any gratuity on cessation of service.

6.0 Absence Due to Sickness or Injury

6.1 Principle

The availability of sick leave in terms of this Clause relies on mutual trust between the Employer and Employees and their colleagues, and the belief that, if ill, staff should be allowed to recover from any incapacity without fear of immediate termination of employment or loss of pay.

When an Employee is absent from work due to sickness or injury the provisions of this clause will apply, depending whether the absence is due to sickness, work-related injury, or non-work related injury.

6.2 Mechanisms - General

In all cases of absence covered by these provisions Hutt Valley DHB may request the Employee toin cases of (sickness/injury) work related injury:

- Provide an appropriate medical certificate;
- Consult a Consultant in Occupational Medicine engaged by Hutt Valley DHB to assess progress and treatment relating to fitness to work;
- Agree that the Consultant in Occupational Medicine will have access to the Employees chosen medical practitioner to discuss those aspects of the Employee's condition relating to fitness for work;
- Participate in an agreed rehabilitation programme.

6.3 Mechanisms - Sick Leave, Domestic Leave, Bereavement/Tangihanga and Work

Related Infections Leave

The leave entitlements set out in this clause are inclusive of and are to be administered as per the entitlements and specifications set out in the Holidays Act 2003 and any subsequent amendment(s).

Illness - During the first six (6) months of service an Employee shall be entitled to ten (10) days sick or work related infection leave on pay.

After completing six (6) months continuous service an Employee if ill or suffering from a work related infection is able to take such time off work on pay as is necessary to recover from an illness or work related infection and return to work. Employees are required to contact their Manager as soon as possible, to inform them of the reasons for non attendance at work and when the Employee is expected to be able to return to work.

Employees may be required to provide a medical certificate to support any absence of more than 3 days. Employees, who have levels or patterns of absence from work that give cause for concern, may also be required to discuss this with their Manager, and may be required to provide medical certificates to support any further absences from work on the grounds of illness or work related infection. Should such patterns persist the employer will enter into consultation with the Employee (and the Employee representative where requested) and following such consultation may cease paying the Employee while they are absent from work.

Long Term Illness - If the absence is long term in nature and work related, the Employee shall be entitled to full ordinary pay for up to six (6) months.

If the absence is not work related, the Manager may reduce the Employees' pay to half ordinary pay after the first 3 months.

Throughout the period of absence the Employer may make periodic checks on progress of recovery or rehabilitation. If after three months' absence a medical certificate indicates that an Employee is unlikely to return to normal work within a further three (3) months', redeployment will be considered. Employment may be terminated if the Employee is unable to return to work at the 6 month point.

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MidCentral DHB Additional Terms & Conditions of Employment

Table of Contents - Schedule One

1.0	Definitions	80
2.0	Salaries, Grading and Criteria for Progression	81
3.0	Progression within Grade 1 and to Grade 2	82
4.0	Movement to Merit Steps and Performance	82
5.0	Meal Allowance	82
6.0	Extra Leave for Shift Employees	82
7.0	Definition	83
8.0	Statutory Boards and Committees	83
9.0	Professional Association Leave	83
10.0	Medical Terminology Allowance	83
11.0	Reappointment After Absence Due to Child Care	83
12.0	Employee's Access to Personal Information	84
13.0	Child Care Facilities_	84
14.0	Retiring Allowance	84
15.0	Discretionary Retirement Allowance	84
15.1	Scale of Allowances	84
16 .0	Hours of Work	85
17.0	Hours of Work	85
18.0	Crib Time for Telephonists and Emergency Department Employees Only	85
19.0	Professional Training and Development	86

1.0 Definitions

Service means all service, whether in full-time, part-time or casual employment, with MidCentral DHB.

"Service" applies to the following provisions:

- Sick leave
- Staff surplus (severance compensation)

"Continuous service" means current continuous service with MidCentral DHB which may be broken up by periods of up to three months. Any break in service of longer than three months shall debar an employee from counting the service prior to that break towards any continuous service entitlement. Provided that employees of MidCentral DHB as at 1 July 1994 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 MidCentral District Health Board.

"Continuous service" applies to the following provisions:

- Annual leave
- Long service leave

Note: Service for parental and retiring allowance is as prescribed in the relevant clause.

"Retirement" for the purposes of this MECA is the permanent cessation of regular paid employment. An employee may retire:

- Voluntarily
- On medical grounds (requiring a medical certificate from a doctor acceptable to MidCentral District Health Board)
- By agreement between the employer and the employee

Except as otherwise provided, the following shall be the minimum salaries payable to administrative workers specified in the under mentioned grades:

2.0 Salary Grading and Criteria for ProgressionExcept as otherwise provided, the following shall be the minimum salaries payable to administrative workers specified to the under mentioned grades:

		Salary Scale Effective	Salary Scale Effective	Salary Scale Effective	Salary Scale Effective
		1-May-17	4-Mar-19	3-Jun-19	1-Jun-20
	Step	Salary	Salary	Salary	Salary
	1	35,356*			
	2	36,062*			
_	3	36,784*			
de	4	37,520*			
Grade 1	5	38,271			
J	6	39,037	41,720	43,720	45,720
	7 Merit	39,817	41,817	43,817	45,817
	8 Merit	40,614	42,614	44,614	46,614
	4	37,520			
	5	38,271			
	6	39,037	41,720	43,720	45,720
	7	39,817	41,817	43,817	45,817
	8	40,614	42,614	44,614	46,614
	9	41,427	43,427	45,427	47,427
	10	42,255	44,255	46,255	48,255
	11	43,100	45,100	47,100	49,100
	12	43,961	45,961	47,961	49,961
	13	44,840	46,840	48,840	50,840
	14	45,738	47,738	49,738	51,738
	15	46,653	48,653	50,653	52,653
	16	47,586	49,586	51,586	53,586
	17	48,537	50,537	52,537	54,537
	18	49,507	51,507	53,507	55,507
7	19	50,497	52,497	54,497	56,497
ıde	20	51,507	53,507	55,507	57,507
Grade 2	21	52,537	54,537	56,537	58,537
	22	53,588	55,588	57,588	59,588
	23	54,659	56,659	58,659	60,659
	24	55,754	57,754	59,754	61,754
	25	56,868	58,868	60,868	62,868
	26	58,005	60,005	62,005	64,005
	27	59,167	61,167	63,167	65,167
	28	60,350	62,350	64,350	66,350
	29	61,556	63,556	65,556	67,556
	30	62,787	64,787	66,787	68,787
	31	64,043	66,043	68,043	70,043
	32	65,324	67,324	69,324	71,324
	33	66,631	68,631	70,631	72,631
	34	67,964	69,964	71,964	73,964
	35	69,324	71,324	73,324	75,324
	36	70,710	72,710	74,710	76,710
	37	72,125	74,125	76,125	78,125

3.0 Progression within Grade 1 and to Grade 2

Progression from Grade 1 to Grade 2 and appointment to Grade 2 shall be on appointment to an established position or on approval by the Chief Executive Officer.

- 3.1 The Chief Executive Officer shall undertake annually a review of the performance of officers in Grade 1 with a view to determining accelerated progression through the scale in cases where "merit" performance has been established, as defined in Clause 3.5 Merit Progression in the main body of this document.
- **3.2** Employees on full-time study leave with or without pay shall continue to receive annual increments in accordance with the relevant provisions of this clause.

4.0 Movement to Merit Steps and Performance

Refer to clause 3.5 Merit Progression in the main body of this document.

On the basis of exceptional performance (as defined above) the Chief Executive Officer may approve a lump sum performance payment of:

\$800; or

\$1,000; or

\$1,200

If, in the opinion of the Chief Executive Officer circumstances warrant it, payments other than those listed above may be approved.

4.2 Job Evaluation

4.2.1 The parties to this MECA will continue to maintain a job evaluation system and will continue to develop and discuss the classification of positions.

Positions within Grade 1 and Grade 2 shall be graded using the Organisation's Job Evaluation System and may include consecutive salary steps. Where an employee's position has been graded through the Job Evaluation System, they will be given written confirmation of the grade and salary steps available. Progression within the grade may be automatic and/or on the basis of performance. Where a grade provides for performance progression, employees will be considered at least annually using the progression criteria contained in Clause 4.5.

5.0 Meal Allowance

Any employee called upon to work more than one hour's overtime on any ordinary day of the week, or for four hours or more on a normal day off shall be paid a meal allowance of \$8.50 or, at the option of the Chief Executive Officer, be provided with a meal of an acceptable standard.

6.0 Extra Leave for Shift Employees

If an employee works a regular shift pattern they will receive, on their anniversary date, up to one week (five working days) additional leave (pro rata according to the proportion of the year on shift work) as follows:

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

7.0 Definition

"Qualifying Shift" is defined as a duty which involves at least 2 hours outside 8.00 am and 5.00 pm (excluding overtime, except for "c" below) in an area where services are provided over at least 13 continuous hours in a day and is where an employee either:

works rostered and rotating qualifying shifts; or works permanent set qualifying shifts; or

is required to be on call (receiving on call) or cannot be relieved in a stand-alone unit during a period which would constitute a qualifying shift if it were worked.

Every part-time employee will be entitled to annual leave as prescribed. Salary during leave will be paid for the employee's usual working hours.

8.0 Statutory Boards and Committees

The employer may grant leave on full pay to employees attending meetings of Boards or Committees convened and/or approved by MDHB or when on MDHB business and any remuneration received for the period that paid leave was granted shall be paid to the Organisation.

9.0 Professional Association Leave

An employee who is on the executive of a professional association may be required to attend executive meetings for association purposes from time to time. Leave may be granted at the discretion of the employer but will not be unreasonably withheld.

10.0 Medical Terminology Allowance

Employees in Grade 1 whose duties substantially include word processing and transcription of medical terminology shall be paid an allowance of \$4.52 per week. To qualify for this payment an employee must satisfy the Organisation of his/her competence in the use of such terminology.

11.0 Reappointment After Absence Due To Childcare

- 11.1 Employees who resign to care for a dependent pre-school child or children may apply to their former employer for preferential appointment to a position which is substantially the same in character and at the same or lower grading as the position previously held.
- 11.2 The total period of childcare absence allowed is 4 years plus any increases in lieu of maternity leave. Longer absence renders a person ineligible for preferential appointment.
- 11.3 Persons seeking reappointment under childcare provisions must apply to the former employer at least 3 months before the date on which they wish to resume duties.
- 11.4 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.

11.5 Where:

- (a) the applicant meets the criteria for eligibility; and
- (b) there exists at the time of notification or becomes available within the period up to 2 weeks before the intended date of resumption of duties a position which is substantially the same in character and at the same or lower grading as the position previously held; and
- (c) the applicant has the necessary skills to competently fill the vacancy;

then the applicant under these provisions shall be appointed in preference to any other applicant for the position.

- 11.6 Absence for childcare reasons will interrupt service but not break it.
- 11.7 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.

12.0 Employee's Access to Personal Information

Attention is drawn to the Official Information Act 1982. The provisions of this Act or any amendment or Act passed in substitution for this Act shall apply.

13.0 Child Care Facilities

The parties recognise the importance of good quality childcare facilities being readily available to employees, and support present childcare facilities arrangements.

14.0 Retiring Allowance

- 14.1 The Chief Executive Officer shall pay a retiring allowance to employees who on 1 July 1994 have no less than ten years' continuous service and are an employee of MidCentral DHB on that date.
- 14.1.1 For the purposes of establishing eligibility for this allowance, total continuous service shall 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.
- 14.1.2 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.
- 14.1.3 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.
- 14.1.4 Employees who have more than 10 but less than 15 years continuous service on 1 July 1994 will be paid 50% of the relevant retiring allowance) when they retire.
- 14.1.5 Employees who have more than 15 years continuous service on 1 July 1994 will be paid a retiring allowance in accordance with the scale of retiring allowances (subclause 27.1), when they retire.
- 14.1.6 Employees who have less than 10 years continuous service on 1 July 1994 who are employed after that date shall not receive any retirement allowance.

15.0 Discretionary Retirement Allowance

The Chief Executive Officer may grant half of their retirement allowance entitlement to those employees resigning after not less than 10 years continuous service due to ill health.

15.1 Scale of Allowances

Period of Total Service	Maximum Allowance
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.

16.0 Hours of Work

Employees with continuous service prior to 1 May 1993 shall retain the same ordinary hours of work entitlements which existed under their previous employment contract unless they agree to a different arrangement with the Organisation.

17.0 Where, prior to the commencement date of this agreement, any employee has customarily been employed working shorter ordinary daily or weekly hours than those hereinbefore specified, the Chief Executive Officer shall continue to observe such shorter hours in respect to that employee subject to the provisions of 3.4 above.

18.0 Crib Time for Telephonists and Emergency Department Employees:

Employees working rostered duties may be employed during any period of each 24 hours; the weekly hours to be made up of five consecutive shifts each not exceeding eight hours per day inclusive of a crib interval of 30 minutes on any of the seven days, provided that the total hours do not exceed 40 without payment of overtime. Where an employee works a full shift on overtime then such shift shall be inclusive of a crib interval of 30 minutes. In order to facilitate shift changes or in cases of emergency occasioned by illness or like special circumstances, the employee's days off need not be consecutive, provided that such separate of days off shall not occur more frequently than once in four weeks.

Crib Time is used where the employee cannot be relieved for a crib interval/meal break and the employee shall be paid half an hour at time and a half rate, in addition to the full usual payment for the shift.

19.0 Professional Training and Development

MidCentral DHB shall grant up to eight hours per annum professional development/ study leave to permanent clerical employees to enable the employee to attend approved courses of study, seminars or conferences or to undertake specific research on projects considered by the employer to be of benefit to the professional development of the employee. Such leave must also be of benefit to the organisation and linked to the employee's Education and Development plan identified as part of MidCentral DHB's Performance Management Programme.

This entitlement will be pro-rated for permanent part-time clerical staff.

This entitlement is in addition to compulsory courses such as core skill, CPR etc and will be over and above any clerical specific in-house training programmes currently being developed.



MIDCENTRAL DISTRICT HEALTH BOARD ENABLE NEW ZEALAND ADMINISTRATIVE EMPLOYEES ONLY

Additional Terms & Conditions of Employment

Table of Contents - Schedule Two

1.0	Definitions	_88
2.0	Salaries	_88
3.0	Meal Allowance	90
4.0	Education Leave	90
5.0	Reappointment After Absence Due to Childcare	90
6.0	Retiring Leave	91
7.0	Child Care Facilities	92

1.0 Definitions

"Continuous service" means current continuous service with Enable New Zealand, MidCentral Health and its predecessors which may be broken by periods of up to three months. Any break in service of longer than three months shall debar an employee from counting the service prior to that break towards any continuous service entitlement. Provided that employees who transferred into Enable New Zealand on 19 September 1994 who have a continuous service entitlement recognised under a previous collective agreement (or award) with MidCentral Health shall retain such entitlement until that employee ceases to be an employee of Enable New Zealand.

"Service" means all service, whether in full-time, part-time or casual employment, with Enable New Zealand. Provided that employees who have transferred into Enable New Zealand on 19 September 1994, and who have a continuous service entitlement recognised under a previous collective agreement (or award) with MidCentral Health shall retain such entitlement until that employee ceases to be an employee of Enable New Zealand.

"Service for annual leave purposes" means all service within the Health and Disability sector in New Zealand, i.e., District Health Boards and their predecessors. The onus is on the employee to provide proof of previous service.

2.0 Salaries

2.1 An employee shall be paid a salary in accordance with the following salary scale:-

	Salary Scale Effective	Salary Scale Effective	Salary Scale Effective	Salary Scale Effective
	1 May 2017	4-Mar-19	3-Jun-19	1-Jun-20
Step	Salary	Salary	Salary	Salary
1	35,356			
2	36,062			
3	36,784			
4	37,520			
5	38,271			
6	39,037	41,720	43,720	45,720
7	39,817	41,817	43,817	45,817
8	40,614	42,614	44,614	46,614
9	41,427	43,427	45,427	47,427
10	42,255	44,255	46,255	48,255
11	43,100	45,100	47,100	49,100
12	43,961	45,961	47,961	49,961
13	44,840	46,840	48,840	50,840
14	45,738	47,738	49,738	51,738
15	46,653	48,653	50,653	52,653
16	47,586	49,586	51,586	53,586
17	48,537	50,537	52,537	54,537
18	49,507	51,507	53,507	55,507
19	50,497	52,497	54,497	56,497
20	51,507	53,507	55,507	57,507
21	52,537	54,537	56,537	58,537
22	53,588	55,588	57,588	59,588
23	54,659	56,659	58,659	60,659
24	55,754	57,754	59,754	61,754
25	56,868	58,868	60,868	62,868

26	58,005	60,005	62,005	64,005
27	59,167	61,167	63,167	65,167
28	60,350	62,350	64,350	66,350
29	61,556	63,556	65,556	67,556
30	62,787	64,787	66,787	68,787
31	64,043	66,043	68,043	70,043
32	65,324	67,324	69,324	71,324
33	66,631	68,631	70,631	72,631
34	67,964	69,964	71,964	73,964
35	69,324	71,324	73,324	75,324
36	70,710	72,710	74,710	76,710

2.2 Commencing Salaries

When determining the actual rate payable on appointment, the General Manager shall have regard to the following factors:

- (a) Previous work or other relevant experience.
- (b) Relevant educational or other qualifications.
- (c) The ease or difficulty in recruiting the specific skills and/or experience required for the position.

2.3 Salary Gradings and Progression

Positions shall be graded using MidCentral DHB's Job Evaluation System and may include consecutive salary steps. Where an employee's position has been graded through the Job Evaluation System, they will be given written confirmation of the grade and salary steps available. Progression within the grade may be automatic and/or on the basis of performance. Where a grade provides for performance progression, employees will be considered at least annually using the progression criteria as defined in Clause 3.5 Merit Progression in the main body of this document.

- 2.3.2 The General Manager may approve a salary above the grade determined for the position, or approve a lump sum bonus payment on the basis of merit (exceptional performance) as defined in Clause 3.5 Merit Progression in the main body of this document.
- 2.3.3 No employee shall have his/her salary reduced as a result of grading or salary changes that result from Job Evaluation.
- 2.3.4 Employees shall have a right of review of an evaluation determined by the Job Evaluation Committee. The rights of review may be exercised once in any period of twelve months. Reviews shall be dealt with within six weeks of receipt.
- 2.3.5 The General Manager or the incumbent of a position may request a position be reevaluated when the duties and responsibilities change.

2.3.6 Salary Progression – Process

- (a) Refer to Clause 3.5 Merit Progression in the main body of this document.
- 2.4 Salary increments while on study leave

 Employees on full time study leave with or without pay shall continue to receive annual increments.
- **3.0 Meal Allowance** Any employee called upon to work more than two hours' overtime on any ordinary day of the week, or for four hours or more on a normal day off shall be paid a meal allowance of \$8.50 or, at the option of the General Manager, be provided with a meal of an acceptable standard.

4.0 Education Leave

- **4.1** Every full-time and part-time employee will receive in every anniversary year a minimum of eight hours study leave, paid at ordinary rates.
- **4.2** This leave will enhance the knowledge, skills and competencies of the employee, as agreed between the Departmental Head and the employee.
- 4.3 Should an employee attend an approved course/ conference spanning a Saturday/ Sunday the employee may utilise 16.1 and take one day's leave on special pay at a time suitable to both parties and subject to the prior approval of the appropriate Manager/ Team Leader.

5.0 Reappointment After Absence Due To Childcare

- **5.1** Employees who resign to care for a dependent pre-school child or children may apply to their former employer for preferential appointment to a position which is substantially the same in character and at the same or lower grading as the position previously held.
- **5.2** Parental leave is a distinct and separate entity from absence due to childcare.
- 5.3 The total period of childcare absence allowed is 4 years plus any increases in lieu of parental leave. Longer absence renders a person ineligible for preferential appointment.
- **5.4** Persons seeking reappointment under childcare provisions must apply to the former employer at least 3 months before the date on which they wish to resume duties.
- 5.5 This application for reappointment must be accompanied by:
 - (a) the birth certificate of the pre-school child or children;
 - (b) a statutory declaration to the effect that the absence has been due to the care of a dependent pre-school child or children, that the 4 year maximum has not been exceeded, and that paid employment has not been entered into for more than 15 hours per week. Where paid employment has exceeded 15 hours per week the reappointment is at the General Manager's discretion.
- 5.6 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.

5.7 Where:

- (a) the applicant meets the criteria for eligibility; and
- (b) there exists at the time of notification or becomes available within the period up to 2 weeks before the intended date of resumption of duties a position which is substantially the same in character and at the same or lower grading as the position previously held; and
- (c) the applicant has the necessary skills to competently fill the vacancy:

then the applicant under these provisions shall be appointed in preference to any other applicant for the position.

5.8 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.

6.0 Retiring Leave

- 6.1.1 The General Manager shall pay a retiring allowance to employees who on 1 February 1994 have no less than ten years' continuous service and are an employee of Enable New Zealand on that date.
- **6.1.2** For the purposes of establishing eligibility for this allowance, total continuous service shall 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.
- **6.1.3** 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.
- 6.1.4 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.
- **6.1.5** Employees who have more than 10 but less than 15 years continuous service on 1 February 1994 will be paid 50% of the relevant retiring allowance when they retire.
- **6.1.6** Employees who have more than 15 years continuous service on 1 February 1994 will be paid a retiring allowance in accordance with the scale of retiring allowances when they retire.
- **6.1.7** Employees who have less than 10 years continuous service on 1 February 1994, or who are employed after that date shall not receive any retirement allowance.

6.1.8 Discretionary Retiring Gratuity

The General Manager may grant half of their retirement allowance entitlement to those employees resigning after not less than 10 years continuous service due to ill health.

6.2 Scale of Allowances

Period of Total Service	Maximum Allowance
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.

7.0 Child Care Facilities

The parties recognise the importance of good quality childcare facilities being readily available to employees, and support present childcare facilities arrangements.



ADDITIONAL TERMS & CONDITIONS OF EMPLOYMENT

TABLE OF CONTENTS

1.0	Definitions	_94
2.0	Remuneration	94
3.0	Shift Leave	97
4.0	PSA Professional Development Fund	97
5.0	Professional Development Leave	98
6.0	Reimbursement of Telephone Rental	98
	Appendix One: Merit Step Progression Criteria Policy	98
7.0	Rostered Rotating Employees	_98
8.0	Telecommunications Operator	98

1.0 DEFINITIONS

Recognised Service

For the purpose of establishing employee service related entitlements the following applies:

- (a) If you were employed with Taranaki DHB prior to 31 August 1992 you will, while remaining in the employment with Taranaki DHB continue to have all service recognised prior to that date credited.
- (b) If you were employed from 31 August 1992 until 31 March 1994 your service will comprise all periods of employment with the following services and organisations.
 - (i) New Zealand Ministry of Health
 - (ii) New Zealand Area Health and Hospital Boards
 - (iii) Such other service as it is agreed by the employer and the employee. For Social Workers this will include the Department of Social Welfare and the Department of Justice. For Occupational Therapists, Physiotherapists, Vision and Hearing Technicians, Health Promotion Workers and Speech Therapists this will include the Department of Education.
 - (iv) Service with one or more of the above organisations which is continuous with current employment in the Health Service may be credited provided the total period of service is continuous (ie. broken by an interval of no more than one month).
- (c) Taranaki DHB will recognise relevant service with other DHBs, local government and overseas public health providers for the purposes of annual leave and remuneration discussions on the commencement of employment.

2.0 REMUNERATION

Salary Scales

		Salary Scale Effective	Salary Scale Effective	Salary Scale Effective	Salary Scale Effective
		2 May 2017	4-Mar-19	3-Jun-19	1-Jun-20
	Step	Salary	Salary	Salary	Salary
	1	35,356			
	2	36,062			
	3	36,784			
_	4	37,520			
Grade	5	38,271			
Gra	6	39,037	41,720	43,720	45,720
	7	39,817	41,817	43,817	45,817
	8	40,614	42,614	44,614	46,614
	9 - Merit	41,427	43,427	45,427	47,427
	9	41,427	43,427	45,427	47,427
	10	42,255	44,255	46,255	48,255
Grade 2	11	43,100	45,100	47,100	49,100
	12	43,961	45,961	47,961	49,961
	13	44,840	46,840	48,840	50,840
	14 - Merit	45,738	47,738	49,738	51,738

	14	45,738	47,738	49,738	51,738
Grade 3	15	46,653	48,653	50,653	52,653
	16	47,586	49,586	51,586	53,586
Gra	17	48,537	50,537	52,537	54,537
	18 - Merit	49,507	51,507	53,507	55,507
	18	49,507	51,507	53,507	55,507
	19	50,497	52,497	54,497	56,497
e 4	20	51,507	53,507	55,507	57,507
Grade 4	21	52,537	54,537	56,537	58,537
Ö	22	53,588	55,588	57,588	59,588
	23 - Merit	54,659	56,659	58,659	60,659
	23	54,659	56,659	58,659	60,659
2	24	55,754	57,754	59,754	61,754
Grade 5	25	56,868	58,868	60,868	62,868
Gra	26	58,005	60,005	62,005	64,005
	27 - Merit	59,167	61,167	63,167	65,167
	27	59,167	61,167	63,167	65,167
9	28	60,350	62,350	64,350	66,350
Grade	29	61,556	63,556	65,556	67,556
Gra	30	62,787	64,787	66,787	68,787
	31 - Merit	64,043	66,043	68,043	70,043
	31	64,043	66,043	68,043	70,043
7	32	65,324	67,324	69,324	71,324
Grade 7	33	66,631	68,631	70,631	72,631
Gr	34	67,964	69,964	71,964	73,964
	35 - Merit	69,324	71,324	73,324	75,324
	8	40,614	42,614	44,614	46,614
	9	41,427	43,427	45,427	47,427
	10	42,255	44,255	46,255	48,255
	11	43,100	45,100	47,100	49,100
rs S	12	43,961	45,961	47,961	49,961
ode	13	44,840	46,840	48,840	50,840
J C	14	45,738	47,738	49,738	51,738
Clinical Coders	15	46,653	48,653	50,653	52,653
ō	16	47,586	49,586	51,586	53,586
	17	48,537	50,537	52,537	54,537
	18	49,507	51,507	53,507	55,507
	19 - Merit	50,497	52,497	54,497	56,497
	20 - Merit	51,507	53,507	55,507	57,507

Administration

2.1 With the exception of the Clinical Coders scale access to the top step in each Grade is through the Merit Step process (see Clause 3.5). All other salary steps are by automatic annual increases subject to satisfactory performance, which will be assumed unless the Manager advises the employee otherwise.

Movement between Grades is through the Job Evaluation assessment process.

The administration scale is not to be viewed as limited to the above grades. Where positions are evaluated at a higher rate, a salary scale will be developed for that position.

Clinical Coders

Access to the top two steps is through the Merit Step process (see Clause 3.5). All other salary steps are by automatic annual increases subject to satisfactory performance and the criteria below, which will be assumed unless the Manager advises the employee otherwise.

- Step 8 11 Trainee, no qualifications
 - Access through the automatic salary steps is subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised
- Step 12: Successful completion of Medical Terminology paper and undertaking Introduction to Coding course.
- Step 13: Successful completion of Introduction to Coding course.
- Step 14 18: Automatic annual increment.
- Merit Step 19: Successful completion of Medical Terminology and Introduction to Coding Courses with at least four years relevant coding experience.
- Merit Step 20: Minimum of four years coding experience and successful completion of Intermediate Coding course.

Clinical Coders may apply for accelerated increments where they have met the academic requirements for a higher level, without having to wait for their anniversary.

Starting Salaries

The employer will, on appointment, determine the salary level to be paid to new employees, taking into account the following factors:

- (a) previous work or other relevant experience; and
- (b) relevant educational or other qualifications; and
- (c) the ease or difficulty in recruiting the specific skills and/or experience required for the position; and
- (d) job content and complexity.

Job Evaluation

The job evaluation system (supported by Strategic Pay Limited) is used as a basis for assessing current job sizes in relation to market salaries.

Increments while on Parental and Study Leave

If you are on parental leave or study leave you will continue to receive automatic annual increments.

3.0 SHIFT LEAVE

If you work a regular shift pattern, you will receive an additional 1 week's leave per annum.

Extra Leave for On Call

If you participate in an on-call roster, you are entitled to additional leave according to the table below:

Number of qualifying call periods per annum	Number of days of additional leave
70 or more	5
56 – 69	4
42 – 55	3
28 – 41	2
14 – 27	1

Payroll will keep a balance of your qualifying on call periods throughout the year. On your anniversary date, the qualifying call periods will be converted into days and added to your annual leave balance.

For the purpose of this clause:

- the qualifying call period falls between your rostered duties;
- the minimum qualifying period must exceed three (3) hours;
- this will not include call periods on public holidays.
- You will receive a pro rata entitlement if you are part time.

Staff members have the option of taking the extra leave as a holiday or may convert it to a cash amount paid as a lump sum.

4.0 PSA PROFESSIONAL DEVELOPMENT FUND

Taranaki DHB is committed to your ongoing professional development.

To fund this development, Taranaki DHB will allocate \$38,000 per annum for all PSA union members (in each organisational financial year) for the term of this MECA. This figure will be reviewed annually prior to the start of the financial year.

This fund will be for professional development and will not apply to Taranaki DHB compulsory or compliance training requirements. Neither will it apply to covering salary costs. It will cover the approved percentage of fees, travel, accommodation and other incidental costs associated with professional development. These costs will apply to external courses and non-compulsory courses run by Taranaki DHB.

The parties agree to establish a Professional Development Group (PDG) consisting of 2 Taranaki DHB representatives and three employee representatives, one of whom will be Maori. The selection process for employee representatives will be organised in an open manner that will include input from Professional Associations, the PSA, and the Employer.

The PDG, in consultation with the various occupational groups covered by this agreement, will establish the criteria for funding allocation for professional development within the requirements of Taranaki DHB. The PDG will allocate funding for such collective and individual professional activities consistent with these criteria.

Applications are as per policy/procedure and should be forwarded to the PDG through the relevant manager.

NB: The Professional Development Fund includes members of the Allied Health Coordinators Collective Employment Agreement, but excludes the Dental and Public Health Units due to their separate funding arrangements.

5.0 PROFESSIONAL DEVELOPMENT LEAVE

Leave will be provided in accordance with Taranaki DHB's policy. Any changes to the Taranaki DHB Study and/or Conference Leave provisions will require consultation with employees and the PSA.

6.0 Reimbursement of Telephone Rental

If you are required to be regularly on-call, half of the cost of your private line rental shall be reimbursed

APPENDIX 1: MERIT STEP PROGRESSION CRITERIA POLICY

ADMINISTRATION STAFF

Refer to Clause 3.5 Merit Progression in the main body of this document.

7.0 Rostered Rotating Employees

(i) If you are employed in theatre your work time shall include changing time at the start and finish of your shift.

8.0 Telecommunications Operator

Meal Allowance. In recognition that Telecommunications Operators are unable to leave their work area to have a meal, every Telecommunications Operator who works over a recognised meal period shall be entitled, at TDHB's expense, to a meal allowance to the following values:

- (a) \$3.00 (day shift);
- (b) \$10.00 (afternoon/evening shift)



ADDITIONAL TERMS & CONDITIONS OF EMPLOYMENT

TABLE OF CONTENTS

1.0	DEFINITIONS	100
2.0	ALLOWANCES AND EXPENSES	100
	2.1 Meal allowance	100
3.0	REMUNERATION	101
	3.0 Administration Salary Structure	101
	3.1 Starting salaries	
	3.2 Placement on scale	
	3.3 Progression within ranges	
	3.4 Movement to merit steps	103
	3.5 Criteria for merit/performance payment	
	3.6 Job evaluation	103
	3.7 Salary scales for Information Technologies	103
	3.8 Criteria for salary scale	104
4.0	HOURS OF WORK	106
5.0	EXTRA LEAVE FOR SHIFT EMPLOYEES	106
6.0	UNRELIEVED REST AND MEAL BREAKS	106
7.0	RETIREMENT	106

1.0 DEFINITIONS

Recognised Service - for any Employee employed after 1 February 1994 "Service" means current continuous service with Whanganui DHB only, but may be broken up by periods of up to three months. Any break in service of longer than three months shall debar an employee from counting the service prior to that break towards any service related entitlements in this MECA such as annual leave, long service leave and redundancy provisions, provided that any service for which redundancy/severance/early retirement or similar payment has already been made is excluded.

For any employee employed **on or before 1 February 1994** service will be recognised, according to the Whanganui DHB Clerical Employees and Professional, Technical and Related Employees Collective Employment Contract dated 23 February 1994 as follows:

Continuous Service means current continuous service with the Public Health Service and also the Department of Social Welfare and Department of Health. Continuous service may be broken by periods of up to three months but any break in service of longer than three months shall debar an employee from counting the service prior to that break towards any service related entitlements in this MECA. Provided that the employee who has 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 the employer. The employer may also have regard to continuous service with other organisations which are relevant to the employee's position with Whanganui DHB. Continuous service applies to service for Long Service Leave and Annual Leave.

Aggregated Service means the total period of service made up of separate periods of service where the break between the periods of service is more than three months, with the following employers: Whanganui DHB and its immediate predecessors, that is Good Health Wanganui, the Manawatu-Wanganui Area Health Board, Wanganui Area Health Board, Wanganui Hospital Board, Public Service, Post Office, New Zealand Railways, any University in NZ, any NZ Polytechnic and/or College of Education, but excludes any service for which redundancy/severance/early retirement or similar payment has already been made.

Aggregated service applies to service for severance calculations and gratuity payment calculations.

Returning Employees - Ex employees who are re employed with Whanganui DHB from 1st September 2003 will have prior service with Whanganui DHB or its predecessors, recognised for the purpose of calculating annual and long service leave entitlements, providing the break in service with Whanganui DHB or its predecessors, is less than 5 years.

2.0 ALLOWANCES AND EXPENSES

2.1 Meal Allowance

Any employee who is required to work more than nine continuous hours (excluding any break for a meal) shall be provided with a meal, or if a meal is unavailable, be paid a meal allowance of \$8.50.

3.0 ADMINISTRATION SALARY STRUCTURE

	Step	Salary Scale Effective 1-May-17	Salary Scale Effective 4-Mar-19	Salary Scale Effective 3-Jun-19	Salary Scale Effective 1-Jun-20
ro	1	35,356			
Grade 5	2 3 - Merit	36,062 36,784			
้อ	3 - Merit 6	30,704	41,720	43,720	45,720
	1	35,356	41,720	40,720	40,720
	2	36,062			
40	3	36,784			
9	4	37,520			
Grade 6	5	38,271			
U	6	39,037	41,720	43,720	45,720
	7 - Merit	39,817	41,817	43,817	45,817
	8 - Merit	40,614	42,614	44,614	46,614
	5	38,271			
	6	39,037	41,720	43,720	45,720
	7	39,817	41,817	43,817	45,817
6 7	8	40,614	42,614	44,614	46,614
Grade 7	9	41,427	43,427	45,427	47,427
์ อี	10	42,255	44,255	46,255	48,255
	11	43,100	45,100	47,100	49,100
	12 - Merit	43,961	45,961	47,961	49,961
	13 - Merit	44,840	46,840	48,840	50,840
	10	42,255	44,255	46,255	48,255
	11	43,100	45,100	47,100	49,100
<u> </u>	12	43,961	45,961	47,961	49,961
Grade 8	13	44,840	46,840	48,840	50,840
Ø	14	45,738	47,738	49,738	51,738
	15 - Merit	46,653	48,653	50,653	52,653
	16 - Merit	47,586	49,586	51,586	53,586
	13	44,840	46,840	48,840	50,840
6	14	45,738	47,738	49,738	51,738
Grade 9	15	46,653	48,653	50,653	52,653
ق	16	47,586	49,586	51,586	53,586
	17 - Merit	48,537 40,507	50,537 51,507	52,537 53,507	54,537 55,507
	18 - Merit 15	49,507 46,653	51,507 48,653	53,507 50,653	55,507 52,653
	16	47,586	49,586	50,653	52,655
0_	17	48,537	50,537	52,537	54,537
Grade 10	18	49,507	50,53 <i>1</i> 51,507	53,507	55,507
irac	19	50,497	52,497	54,497	56,497
8	20 - Merit	51,507	53,507	54,497 55,507	50,497 57,507
	21 - Merit	52,537	54,537	56,537	58,537

	Step	Salary Scale Effective 1-May-17	Salary Scale Effective 4-Mar-19	Salary Scale Effective 3-Jun-19	Salary Scale Effective 1-Jun-20
-	18	49,507	51,507	53,507	55,507
£	19	50,497	52,497	54,497	56,497
Grade	20	51,507	53,507	55,507	57,507
ច	21	52,537	54,537	56,537	58,537
	22 - Merit	53,588	55,588	57,588	59,588
	23 - Merit	54,659	56,659	58,659	60,659
	21	52,537	54,537	56,537	58,537
12	22	53,588	55,588	57,588	59,588
ade	23	54,659	56,659	58,659	60,659
Grade	24 - Merit	55,754	57,754	59,754	61,754
	25 - Merit	56,868	58,868	60,868	62,868
-	23	54,659	56,659	58,659	60,659
13	24	55,754	57,754	59,754	61,754
Grade	25	56,868	58,868	60,868	62,868
وَّدُ	26 - Merit	58,005	60,005	62,005	64,005
	27 - Merit	59,167	61,167	63,167	65,167

3.1 Starting Salaries

The employer will, on appointment, determine the salary level to be paid to new employees, taking into account the following factors:

- (a) previous work or other relevant experience; and
- (b) relevant educational or other qualifications; and
- (c) the ease or difficulty in recruiting the specific skills and/or experience required for the position; and
- (d) job content and complexity.

3.2 Placement on Scale

The Appointing Manager shall apply the factors specified below, in ascending order, when determining the actual rate payable on appointment.

- (a) The duties and responsibilities of the position as per the Job Evaluation Process.
- (b) The ease or difficulty in recruiting and / or retaining the specific skills and / or experience required for the position.
- (c) Relevant educational or other qualifications, skills and experience as applicable to the position.

3.3 Progression within Ranges

- (a) The Manager shall undertake annually a review of the performance of the employee with a view to determine progression within the non merit steps of the salary range subject to satisfactory achievement of annual performance review.
- (b) The Manager shall undertake annually a review of the performance of the employee with a view to determine accelerated progression through the scale in exceptional cases where "merit" performance has been established, as defined in Clause 3.4.

(c) Employees on full-time study leave with or without pay shall continue to receive annual increments in accordance with the relevant provisions of this clause.

3.4 Movement to Merit Steps

Refer to Clause 3.5 Merit Progression in the main body of this document.

3.6 Job Evaluation

- (a) The parties to this MECA will continue to maintain a job evaluation system and will continue to develop and discuss the classification of positions.
- (b) Positions shall be graded using the Organisation's Job Evaluation System and may include consecutive salary steps. Where an employee's position has been graded through the Job Evaluation System, they will be given written confirmation of the range and salary steps available. Progression within the range may be on the basis of performance and/or merit. Where a range provides for performance progression, employees will be considered at least annually.

3.7 Salary Scales for Information Technologists

Movement on these scales will be on an annual basis providing the criteria in Clause 3.8 is met.

Grade	Grade Step	Salary Scale Effective	Salary Scale Effective	Salary Scale Effective	Salary Scale Effective
		1-May-17	4-Mar-19	3-Jun-19	1-Jun-20
Information Assistant	1/1	35,674	41,720	43,720	45,720
	1/2	36,222	41,720	43,720	45,720
	1/3	37,877	41,720	43,720	45,720
	1/4	39,402	41,720	43,720	45,720
	1/5	41,491	43,491	45,491	47,491
Information Assistant Merit	IM/1	43,468	45,468	47,468	49,468
	IM/2	45,444	47,444	49,444	51,444
Information Technician	2/1	39,402	41,402	43,402	45,402
	2/2	41,491	43,491	45,491	47,491
	2/3	43,468	45,468	47,468	49,468
	2/4	45,444	47,444	49,444	51,444
	2/5	47,418	49,418	51,418	53,418
	2/6	51,040	53,040	55,040	57,040
	2/7	52,687	54,687	56,687	58,687
Information Technician Merit	2M/1	54,334	56,334	58,334	60,334
	2M/2	55,981	57,981	59,981	61,981
Information Specialist	3/1	54,334	56,334	58,334	60,334
	3/2	55,981	57,981	59,981	61,981
	3/3	57,297	59,297	61,297	63,297

	3/4	59,260	61,260	63,260	65,260
	3/5	61,248	63,248	65,248	67,248
	3/6	62,565	64,565	66,565	68,565
	3/7	63,883	65,883	67,883	69,883
	3/8	65,859	67,859	69,859	71,859
Information Specialist Merit	3M/1	67,426	69,426	71,426	73,426
	3M/2	69,810	71,810	73,810	75,810
Senior Information Specialist	4/1	63,883	65,883	67,883	69,883
	4/2	65,859	67,859	69,859	71,859
	4/3	67,834	69,834	71,834	73,834
	4/4	69,810	71,810	73,810	75,810
	4/5	72,444	74,444	76,444	78,444
	4/6	74,420	76,420	78,420	80,420
	4/7	76,396	78,396	80,396	82,396
	4/8	78,371	80,371	82,371	84,371
	4/9	80,348	82,348	84,348	86,348

3.8 CRITERIA FOR SALARY SCALE

3.0 CRITERIA FOR SALART SCALE				
CRITERIA	INFORMATION ASSISTANT	INFORMATION TECHNICIAN	INFORMATION SPECIALIST	SENIOR INFORMATION SPECIALIST
	6 & 12 Monthly	6 & 12 Monthly	6 & 12 Monthly	6 & 12 Monthly
Performance Appraisal	Achieves the standards specified in the Performance Agreement	Achieves the standards specified in the Performance Agreement	Achieves the standards specified in the Performance Agreement	Achieves the standards specified in the Performance Agreement
Relevant Experience	* see qualification	Nil	Minimum of 3 years	Minimum of 5 years
Qualification	Relevant non- graduate qualification or equivalent experience. May attend courses which increase customer service ability & increase technical proficiency	Relevant tertiary qualification or Equivalent. Competent as appropriate to the Job Description. Attends courses which increase customer service ability & increase technical proficiency	Relevant Tertiary Qualification or equivalent Technical qualifications and competency as appropriate to the job description Attends courses which increase customer service ability & increase specialist technical proficiency	Relevant Tertiary Qualification or equivalent Advanced Technical qualifications and competency as appropriate to the job description Updates or achieves recognized technical qualifications appropriate to their specialist area of work.
Quality	Participates in quality standards / accreditation with guidance.	Participates in quality standards / accreditation with guidance.	Participates in quality standards / accreditation with guidance.	Initiates improvements in quality standards / accreditation. Undertakes specified Quality projects.

CRITERIA	INFORMATION	INFORMATION	INFORMATION	SENIOR INFORMATION
ORTERIA	ASSISTANT	TECHNICIAN	SPECIALIST	SPECIALIST
	Meets the required standards.	Participates in and may assist with audit. Meets the required standards.	Participates in and assists with audit. Meets the required standards.	Actively participates in and facilitates audit. Meets the required standards. Contributes to development of protocols and procedures OR Is responsible for protocols and procedures for specialty
	Attends minimum	Takes responsibility	Takes responsibility	Takes responsibility for
	relevant training course, sponsored by the employer.	for own education and keeps current in area of specialty and practice within resources available.	for own education and keeps current in area of specialty and practice within resources available.	own education and keeps current in area of specialty and practice within resources available.
Continuing Education		Attends minimum relevant training course, sponsored by the employer.	Attends minimum relevant training course, sponsored by the employer.	Researches professional information and disseminates to staff.
				Attends minimum relevant training course, sponsored by the employer. May be involved in interdepartmental education.
Autonomy / Supervision	Direct Supervision	Formal: Subject to appropriate professional supervision. Informal: Supervises assistants.	Formal: Subject to appropriate professional supervision. Informal: Supervises assistants and technicians as appropriate.	Formal: Subject to appropriate professional supervision. Informal: Supervises assistants, technicians and specialists as appropriate.
		Prioritises Customer needs.	Prioritises own workload.	Prioritises own workload.
		Generally works within one speciality at a time. Participates in	Works across one or more specialities and demonstrates interest in wider context.	Works across one or more specialities and demonstrates interest in wider context.
Job Complexity	Prioritises tasks. Works as directed.	business / technology planning as directed.	Participates in business / technology planning	Assists in business / technology planning as directed.
		Participates in service development / marketing and communication for service as directed.	as directed. Participates in service development / marketing and communication for service as directed.	Assists and collates information for development / marketing and communication for service.

4.0 HOURS OF WORK

Note: Administration employees employed prior to 10 November 2004 who worked 37.5 hours per week will retain this provision

5.0 EXTRA LEAVE FOR SHIFT EMPLOYEES

An employee who works shift work during a leave year, shall be granted up to 40 hours (prorated for part time employees), additional annual leave on completion of 12 months employment on shift work in accordance with the provision outlined below, provided the employee's shifts are part of a roster which is:

- (a) Rostered and Rotating and
- (b) Covers the 24 hour period

% of duties on shift work during a year	Number of working hours additional leave per year
50% or more	40 hours
40 to 49%	32 hours
30 to 39%	24 hours
20 to 29%	16 hours
10 to 19%	8 hours

- **5.0.1** An employee who is regularly required to work ordinary fixed hours of work which commence after 6.00 pm but are not part of a rostered shift system will not qualify for additional leave.
- **5.0.2** Casual Employees are not eligible for shift leave.

6.0 UNRELIEVED REST AND MEAL BREAKS

WDHB will make every reasonable effort to allow employees to take uninterrupted rest and meal breaks. Rest and meal breaks are regarded as uninterrupted when there is no possibility of interruption for work, regardless of whether or not an interruption actually occurred, either because the employee is able to fully cease duties, or another employee performs their duties for the duration of their break.

Where it is not practical for the employee to take an uninterrupted break, this time will be regarded as working time and will be paid at the relevant hourly rate. In addition to this payment, the employee will also be paid at T1.5 as reasonable compensation for the untaken rest and/or meal breaks, T2 for Statutory Holidays.

The employee and manager will ensure that all unrelieved rest and meal breaks will be appropriately recorded and indicated in the employee's time sheets.

7.0 RETIREMENT

Retirement of the employee shall be by mutual agreement between the employee and the employer. Those employees who have an agreed retirement date and who meet the entitlement criteria as per sub clause 6.2 shall be paid a retiring gratuity as set out below.

- Retiring gratuities shall only be paid to those employees who at 23 February 1994 and according to the definition in 6.1 above qualified for such gratuities under the terms of the Professional, Technical and Related Employees and Clerical Employees Collective Employment Contract dated 23 February 1994 as follows:
 - (a) Employees who have less than 10 years service as at 23 February 1994, or are employed after that date, are not entitled to any retirement gratuity.
 - (b) Employees who have between 10 and 15 years service as at 23 February 1994 shall be paid 50% of the retiring gratuity.
 - (c) Employees who have more than 15 years service as at 23 February 1994 shall be paid a retiring gratuity at the full eligible amount.
 - (d) Service is defined under Clause 1 of this schedule.
 - (e) Part time service is not to be converted to its full-time equivalent for the purpose of establishing eligibility. The gratuity should be calculated to reflect part time hours.
 - (f) In the case of a deceased employee, the gratuity shall be paid to the employee's spouse, or if no surviving spouse, dependent child(ren).
 - (g) The employer may grant half of the retirement gratuity entitlement to those employees resigning after not less than 10 years service as a result of ill health.
 - (h) Any gratuity previously received in respect of service taken shall be deducted.
 - (i) The rate of pay on retirement, for the purposes of calculating the amount of retiring gratuity, shall be the basic rates of salary or wages.

6.3 SCALE OF MAXIMUM GRATUITIES

Period of Total Service	Maximum Allowance
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.



1.0	Recognition of Previous Service				
2.0	Telep	111			
3.0	Meal allowance				
4.0	Leav	е	111		
	4.1	Shift Leave	111		
	4.2	Study Leave	111		
	4.3	Professional Association Fees	111		
5.0	Salar	112			
	5.1	Placement on Scale	113		
	5.2	Progression within Grades 1 and Grade 2	113		
	5.3	Movement to Merit Steps and Performance Payments			
	5.4	Process	113		
	5.5	Criteria for Merit/Performance Payments	113		
	5.6	Job Evaluation			
6.0	Sick	Leave	113		
	6.1	Domestic Leave	114		
	6.2	Casuals	115		
	6.3	Sick Leave in Relation to Annual Leave	115		

1.0 RECOGNITION OF PREVIOUS SERVICE

For the purpose of the leave clauses, service with the Wairarapa DHB and its predecessors only will be recognised. Other previous service which is relevant to the position or of benefit to the Employer may also be recognised at the discretion of the Employer.

Notwithstanding the above, Employees of the Wairarapa DHB employed prior to 01 February 1995 shall continue to have all periods of service recognised prior to that date credited for leave purposes while they remain continuously employed by the Wairarapa DHB.

2.0 TELEPHONIST CRIB TIME

The following clauses shall apply to Telephonists only:

(b) Crib Time

Where a Telephonist cannot be relieved for a crib interval/meal break as specified, the Employee shall be paid half an hour at time and a half rate, in addition to the full usual payment for the shift.

3.0 MEAL ALLOWANCE

An Employee who is required to work more than one hour beyond the rostered finishing time of their eight or ten hour duty shall be entitled to a payment of \$8.50 or at the option of the Employer be provided with a meal.

4.0 LEAVE

4.1 Shift Leave

Telephonists who work a duty which involves at least three hours worked outside the hours of 8am to 5pm, are entitled to shift leave according to the table below. Shift leave is in addition to other leave entitlements. Payment for shift leave will be at ordinary hourly rates (T1).

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

4.2 Study Leave

You are entitled to apply for paid leave for reasonable periods, (in addition to annual leave) to enable you to attend courses/conferences; provided you have approval from the Employer prior to your attendance (refer Wairarapa DHB Training and Professional Development Policy WH/POL/HR/5).

4.3 Professional Association Fees

Where you are required by the Employer to be a member of the Association of Administration Professionals, you will be reimbursed up to a maximum of \$120.00 per annum for the professional association fee. Criteria for payment of the fee will be as set out below:

- (i) The membership is directly relevant to the duties and responsibilities of the position you hold.
- (ii) The Professional Association does not act as the industrial representative/union advocate (as per the Employment Relations Act 2000) for its members within the Wairarapa DHB. Where the Professional Association does become the industrial representative, Wairarapa DHB will no longer reimburse fees.
- (iii) If an employee is employed by another organization, then the Wairarapa DHB will only reimburse professional fees on a pro-rated basis.

5.0 SALARIES AND PROGRESSION CRITERIA

The following salary structure will take effect from 2 June 2018.

	Compers Ranges		Salary Scale Effective 1-May-17	Salary Scale Effective 4-Mar-19	Salary Scale Effective 3-Jun-19	Salary Scale Effective 1-Jun-20
	Compers Points	Step	Range	Range	Range	Range
Je 1	Up to 140	1	\$35,356			
Grade 1	141 - 167	1 to 5	\$35,356 to \$38,271			
	168 - 187	3 to 12 11 & 12 - Merit	\$36,784 to \$43,961	\$41,720 to \$45,961	\$43,720 to \$47,961	\$45,720 to \$49,961
	188 - 207	5 to 16 15 & 16 - Merit	\$38,271 to \$47,586	\$41,720 to \$49,586	\$43,720 to \$51,586	\$45,720 to \$53,586
	208 - 227	8 to 19 18 & 19 - Merit	\$40,614 to \$50,497	\$42,614 to \$52,497	\$44,614 to \$54,497	\$46,614 to \$56,497
Grade 2	228 - 247	12 to 21 20 & 21 - Merit	\$43,961 to \$52,537	\$45,961 to \$54,537	\$47,961 to \$56,537	\$49,961 to \$58,537
Gra	248 - 267	15 to 24 23 & 24 - Merit	\$46,653 to \$55,754	\$48,653 to \$57,754	\$50,653 to \$59,754	\$52,653 to \$61,754
	268 - 287	18 to 27 26 & 27 - Merit	\$49,507 to \$59,167	\$51,507 to \$61,167	\$53,507 to \$63,167	\$55,507 to \$65,167
	288 - 307	21 to 31 30 & 31 - Merit	\$52,537 to \$64,043	\$54,537 to \$66,043	\$56,537 to \$68,043	\$58,537 to \$70,043
	308 - 327	24 to 35 34 & 35 - Merit	\$55,754 to \$69,324	\$57,754 to \$71,324	\$59,754 to \$73,324	\$61,754 to \$75,324

		Salary Scale Effective 1-May-17	Salary Scale Effective 4-Mar-19	Salary Scale Effective 3-Jun-19	Salary Scale Effective 1-Jun-20
	Step	Salary	Salary	Salary	Salary
	1	35,356			
_	2	36,062			
e	3	36,784			
Grade 1	4	37,520			
9	5	38,271			
	6		41,720	43,720	45,720
	3	36,784			
	4	37,520			
	5	38,271			
	6	39,037	41,720	43,720	45,720
	7	39,817	41,817	43,817	45,817
	8	40,614	42,614	44,614	46,614
	9	41,427	43,427	45,427	47,427
	10	42,255	44,255	46,255	48,255
	11	43,100	45,100	47,100	49,100
	12	43,961	45,961	47,961	49,961
	13	44,840	46,840	48,840	50,840
	14	45,738	47,738	49,738	51,738
	15	46,653	48,653	50,653	52,653
	16	47,586	49,586	51,586	53,586
	17	48,537	50,537	52,537	54,537
9.2	18	49,507	51,507	53,507	55,507
Grade 2	19	50,497	52,497	54,497	56,497
Ģ	20	51,507	53,507	55,507	57,507
	21	52,537	54,537	56,537	58,537
	22	53,588	55,588	57,588	59,588
	23	54,659	56,659	58,659	60,659
	24	55,754	57,754	59,754	61,754
	25	56,868	58,868	60,868	62,868
	26	58,005	60,005	62,005	64,005
	27	59,167	61,167	63,167	65,167
	28	60,350	62,350	64,350	66,350
	29	61,556	63,556	65,556	67,556
	30	62,787	64,787	66,787	68,787
	31	64,043	66,043	68,043	70,043
	32	65,324	67,324	69,324	71,324
	33	66,631	68,631	70,631	72,631
	34	67,964	69,964	71,964	73,964
	35	69,324	71,324	73,324	75,324

5.1 Placement on Scale

- (a) The Senior Manager shall apply the factors specified below when determining the actual rate payable on appointment.
 - (i) Relevant skills and experience.
 - (ii) The ease or difficulty in recruiting and / or retaining the specific skills and / or experience required for the position.
 - (iii) The duties and responsibilities of the position.
 - (iv) Relevant educational or other qualifications.

5.2 Progression within Grade 1 and Grade 2

Progression from Grade 1 to Grade 2 and appointment to Grade 2 shall be on appointment to an established position or on approval by the Chief Executive Officer.

- (a) The Service Manager shall undertake annually a review of the performance of officers in Grade 1 with a view to determining progression through the scale in cases where satisfactory performance has been established.
- (b) Progression within the salary ranges of Grade Two except the last two steps of each range (see below Merit Process), shall be by satisfactory achievement of an annual performance appraisal.
- (c) Employees on full-time study leave with or without pay shall continue to receive annual increments in accordance with the relevant provisions of this clause.

5.3 Movement to Merit Steps and Performance Payments

Refer to Clause 3.5 Merit Progression in the main body of this document.

5.5

5.6 Job Evaluation

- (a) The parties to this MECA will continue to maintain a job evaluation system and will continue to develop and discuss the classification of positions.
- (b) Positions within Grade 1 and Grade 2 shall be graded using the Organisation's Job Evaluation System and may include consecutive salary steps. Where an employee's position has been graded through the Job Evaluation System, they will be given written confirmation of the grade and salary steps available. Progression within the grade may be automatic and / or on the basis of performance. Where a grade provides for performance progression, employees will be considered at least annually using the progression criteria contained in Salary and Progression criteria.

6.0 SICK LEAVE

Note: This clause applies instead of the provisions of the Holidays Act 2003.

- a) The availability of sick leave in terms of this Clause relies on mutual trust between the Employer and the Employees and their colleagues, and the belief that, if ill, Employees should be allowed to recover from any incapacity without fear of loss of pay or termination of employment
- b) In the event of absence because the Employee is sick an Employee is able to take such time off work on pay as is necessary to recover from the illness and return to work. Payment for sick leave shall be relevant daily pay (Holidays Act 2003) for the first five (5) days in each twelve month period. Sick leave in excess of five (5) days in each twelve month period shall be paid at T1 rates.

- c) An Employee who is absent from work for reasons of ill health for a period of more than three (3) consecutive days, if so required, shall supply a medical certificate to the Manager setting out the nature of the absence and the date by which the Employee may be expected to return to work.
- d) The Manager may require a claim for sick leave of less than three (3) consecutive days to be supported by a medical certificate if the Employer has good reason to suspect the Employee is not acting in good faith. This will be at the Employer's expense.
- e) If the employee has an illness that is of a serious nature that requires a long term absence, the employee shall be entitled to full ordinary pay for up to six (6) months. Throughout the period of absence the Employer may make periodic checks on progress of recovery or rehabilitation. After one significant absence, related unwellness or further significant illness requiring sick leave will be automatically referred to the Sick Leave Review Panel.
- f) After periods of absence for sick leave which are of concern in any one calendar year a meeting may be set up with the Wellness Committee which would include 1 Occupational Health, 1 Human Resources/Management representative and 1 PSA delegate. The purpose of the committee is to identify if the employee has a need for support to ensure on-going wellness.
- g) The Wellness committee is not part of a disciplinary process, however if the committee identifies abuse of sick leave provisions, disciplinary action will be initiated.
- h) Following the meeting with the committee, if an employee's level of absence continues or a pattern of absence becomes evident or the employees illness appears to be long term in nature, the employees case will be referred to the Sick Leave Review Panel. The Sick Leave Review panel will comprise of senior management, PSA representative(s), Human Resource Representative(s) and Occupational Health. Should the Panel identify patterns of sick leave, or have concerns regarding the use of sick leave, following consultation with the employee the employer may cease paying for future absences related to sick leave for a fixed period. Refer to Wairarapa DHB Wellness Policy.
- i) If after three (3) months absence, where a medical certificate indicates that an Employee is unlikely to return to normal work within a further three (3) months, sick leave will then be referred to the Sick Leave Review Panel where redeployment will be considered or employment may be terminated at the 6 month term.
- j) In exceptional circumstances the Employer shall have the right to request the Employee to visit a registered medical practitioner nominated by and at the expense of the Employer. The Employee shall supply a medical certificate to the Manager setting out the nature of the illness and the date by which the Employee may be expected to return to work.

6.1 **Domestic Leave**

An Employee required to attend to a member of their household or immediate family who through illness becomes dependent upon them (where there is no reasonable alternative) will be granted sick pay. This will not be in excess of five days in any one calendar year. Domestic Leave under this clause in inclusive if and not in additional to the entitlement under clause 65 of the Holiday Act 2003.

Under certain circumstances and at the discretion of the Employer, this may also apply when a person of close association becomes dependent upon the Employee. The Employee if required shall produce a medical certificate or other evidence of illness.

Payment for sick pay granted under this clause will be as per clause 4.6(b)

6.2 Casuals

If you are a casual Employee, you have no automatic entitlement to sick leave. Except where the requirement of Clause 63 of the Holidays Act 2003 are met.

6.3 Sick Leave in Relation to Annual Leave

If the Employee becomes sick during annual leave, the annual leave days will be converted to sick leave. If you produce a medical certificate that states the nature and duration of the illness.

APPENDIX ONE: COVERAGE IN EACH OF THE INDIVIDUAL DHBS AS AT 31 DECEMBER 2008

DHB	Included	Excluded
Capital and Coast	 Administration Assistant Administrator Administrator (Specialist Area) Administration Coordinator Payroll Officers Typists, Telephonists Data Entry Operator Library Assistants Recreation/Welfare and Activities Officers 	 All Human Resources staff PA to CEO, COO and Operations Directors or their equivalent All Managerial positions Team Leaders Administration Consultant Professional Adviser Administration and anyone in locum or one-off project role Librarians
Hawke's Bay	As per MECA	As per MECA
Hutt Valley	All Employees whose positions are identified in the PRSGE document (all Administration Support, Officers/Assistants, Co-ordinators, Office Managers, Personal Assistants, Secretaries, Medical Typists, Typists, Payroll Officers, Medical Secretaries, Receptionists and Telephonists and who belong to the union.	Employees included except where the Employee's duties are duly designated or established by the employer as Managerial, or have equivalent seniority at organisation-wide or institutional level. Including the following: Executive Assistant to the Chief Executive Officer, Board Secretary, Personal Assistant to Chief Operating Officer, Unit Managers All Human Resources Staff
MidCentral and Enable	 Data collection and analysis Data entry and word processing Drafting and processing written communication Information technology including programming and analysis Materials management administration Processing and managing financial information Reception duties/clinic bookings/patient liaison Record management and processing Secretarial duties Telephony Other administrative duties Note: By agreement between the parties, an administrative position may include some housekeeping tasks. NZ employees who are members of the Public Service Association and who are employed in positions principally engaged in administration including reception/secretarial duties, records management, data entry, materials management and word processing, processing and managing financial information, rehabilitation 	Storepersons and Housing Advisory positions at Enable. Management positions or equivalent designated positions at the equivalent seniority within the organization. Human Resources Advisor/Consultant Professional Advisor/Consultant Personal Assistant to Operations Directors/Group Managers Librarian

	administration, information technology development and management.	
Taranaki	Administrative Employees Clinical Coders	
Wairarapa	 Administrative Coding Data Entry Information Systems Medical Typists Payroll Purchasing and Materials Management Receptionist/Patient Bookings/Patient Liaison Secretaires Telephonists Typist Word Processing 	 Managerial Professional Advisory/policy formulation Human Resource Advisor responsible for representing the Employer in dealing with union negotiations on behalf of the Chief Executive

APPENDIX TWO: VARIATION TO THE MULTI-EMPLOYER COLLECTIVE AGREEMENT 2 JUNE 2018 TO 1 JUNE 2021

Variation to the Multi-Employer Collective Agreement between Lower North Island Region & Public Service Association Te Pūkenga Here Tikanga Mahi Administration Collective Agreement

2 June 2018 to 1 June 2021

Parties:

The parties to this variation are as follows:

Capital and Coast District Health Board

Hawkes Bay District Health Board

Hutt Valley District Health Board

MidCentral District Health Board

Taranaki District Health Board Whanganui District Health Board Wairarapa District Health Board AND

The New Zealand Public Service Association

Background:

- 1. On 18 April 2018, the New Zealand Public Service Association Te Pūkenga Here Tikanga Mahi (PSA) raised a pay equity claim on behalf of clerical administration members employed in DHBs. The claim was made under the R/JWG principles as agreed to between the State Services Commission and the NZ Council of Trade Unions.
- 2. In making its claim, the PSA outlined that the work covered by its claim was predominantly performed by women and that it was currently and historically undervalued due to social, cultural and historical factors and that this systemic undervaluation had affected the remuneration for the work subject to the claim.
- 3. The DHBs and the PSA agreed to utilise the gender-neutral tool and methodologies produced by the SSC, known as the Pay Equity Work Assessment Tool (PEAT) to investigate and assess the Clerical and Administration workforce in DHBs (claimants) and comparator roles to determine if the claimant roles were subject to sex-based undervaluation.
- 4. The outcome of assessing the claim by the parties was that the Clerical and Administration workforce in DHBs was found to be subject to sex-based undervaluation.
- 5. Having established this, the parties were faced with the challenge of how to address the undervaluation in the context of 20 DHBs, 1500 job titles across a workforce of 8700 (6965 FTE) with a high level of variability of pay rates and pay system frameworks for the claimant roles within, between and outside the four regional MECAs.
- 6. Due to the complexities faced in this claim the parties have agreed to a two-stage approach to reach a pay equity settlement that is unique to this pay equity claim. Stage 1 includes an interim adjustment to the annual base salaries of employees covered by the claim.

- 7. Details relating to the interim pay adjustment, the two stages, and the various agreements reached between the parties are set out in the Terms of Agreement attached as appendix 1, and Terms of Reference attached as appendix 2.
- 8. To give effect to the matters agreed to in the Terms of Agreement and the Terms of Reference the parties have agreed to vary each of the 4 regional Clerical Administration Multi Employer Collective Agreements, subject to ratification. The relevant MECA Variation provisions will be utilised for this purpose.

The Parties agree as follows: The Lower North Island Region & Public Service Association Te Pūkenga Here Tikanga Mahi Administration Collective Agreement 2 June 2018 to 1 June 2021 is hereby varied as follows:

- 8.1 This variation will be attached as Appendix 2 to the MECA, including the appendices of the Terms of Agreement and the Terms of Reference.
- 8.2 The interim adjustment payable to each employee in accordance with the provisions of clause 2 of the Terms of Agreement will be determined by mapping the employee's work to a national role profile which has a corresponding national pay equity benchmark rate as set out in clause 1 of the Terms of Agreement. As set out in clause 2 of the Terms of Agreement, the pay equity benchmark rate is the maximum cap for the purposes of calculating the interim adjustment. The application of the interim adjustment will therefore vary to ensure that overcorrection is avoided, which will result in some employees receiving the full interim adjustment, some employees receiving a partial interim adjustment, and some employees receiving no interim adjustment.
- 8.3 The interim adjustment for each individual employee who is entitled to the adjustment in accordance with the provisions of clause 2 of the Terms of Agreement will be communicated by a letter sent by the relevant District Health Board to the individual employee showing the annual base salary prior to 30 November 2020, the interim adjustment to be applied to the employee's annual base salary as at 30 November 2020, and the resulting applicable annual base salary effective from 30 November 2020.
- 8.4 The interim adjustment will be in addition to and will not be offset against any MECA related adjustments and/or progression through current salary scales.
- 9. Except to the extent specifically changed in this Variation Agreement, the rest of the MECA and its Schedules are unchanged and continue to apply in full force and effect10. This variation to the MECA will be ratified if 50% plus 1 of those members voting vote in favour of accepting the variation. The vote on the variation will be conducted by the PSA sending an electronic ballot to their members.

SIGNATORIES

AUTHORISED Representatives of the EMPLOYER PARTIES (the DHBs):

	24 December 2020
Frankel Dog,	
Fionnagh Dougan Chief Executive Capital and Coast District Health Board	Dated
1	1911/21
Chief Executive Hawkes Bay District Health Board	Dated
Frankel Doler,	24 December 2020
Fionnagh Dougan Chief Executive Hutt Valley District Health Board	Dated
KNOOL	KATHRYN COOK CHIEF EXECUTIVE OFFICER MIDCENTRAL DHB
Kathryn Cook Chief Executive MidCentral District Health Board	Dated 11. 01. 2021

4	22/12/2020
Rosemary Clements Chief Executive	Dated
Taranaki District Health Board	
	19 January 2021
Chief Executive	Dated
Whanganui District Health Board	Monday 11th January 2021
Dale P. Oh	Monday 11 th January 2021
Dale Oliff Chief Executive Wairarapa District Health Board	Dated

AUTHORISED Representative of the New Zealand Public Service Association

21 December 2020

APPENDICES

- 1. Terms of Agreement: DHBs/PSA Administrative Pay Equity Claim
- 2. DHB/PSA Clerical and Administration Pay Equity Claim: Terms of Reference: Work Programme towards Pay Equity Settlement

APPENDIX 1

District Health Boards

27 November 2020

Kerry Davies National Secretary Public Service Association

Dear Kerry

Re: Offer for Agreement regarding the DHBs/PSA Administrative Pay Equity Claim

This letter constitutes a formal offer of agreement to progress the PSA Administrative Pay Equity claim

The key features of this offer for agreement include:

- Interim adjustment, effective 30 November 2020
- National pay equity benchmark rates, which will form the top rates of the new national pay rate and job banding structure in stage 2.
- Pay Design Principles for the parties to use in developing the new national pay rate and job banding structure in stage 2
- Terms of Reference for the work programme to develop the national pay rate and job banding structure that will be the vehicle to deliver pay equity together with the approach of the parties to maintaining pay equity, which will form the pay equity settlement to be agreed by the parties once the work programme is completed

The Terms of Agreement are attached. Please contact us directly if you require any further points of clarification.

We look forward to a positive outcome from your report back meetings and subsequent ratification processes that will be undertaken as per the variation clauses of the four Clerical Administration regional MECAs.

Yours faithfully

Jim Green & Kathryn Cook

Lead Chief Executives - Pay Equity

TERMS OF AGREEMENT

1. The parties to these Terms of Agreement (ToA) are as follows:

The New Zealand Public Service Association – *Te Pūkenga Here Tikanga Mahi Incorporated* (Hereinafter referred to as 'the union')
And

20 District Health Boards as follows:

- Northland District Health Board
- Waitemata District Health Board,
- Auckland District Health Board,
- Counties Manukau District Health Board,
- Waikato District Health Board,
- Bay of Plenty District Health Board,
- Lakes District Health Board,
- Tairāwhiti District Health Board trading as Hauora Tairāwhiti,
- Taranaki District Health Board,
- Hawkes Bay District Health Board,
- Whanganui District Health Board,
- MidCentral District Health Board,
- Capital and Coast District Health Board,
- Hutt Valley District Health Board,
- Wairarapa District Health Board, Nelson
- Marlborough District Health Board,
- West Coast District Health Board,
- Canterbury District Health Board,
- South Canterbury District Health Board,
- Southern District Health Board

(Hereinafter referred to as 'the employer' or DHB)

Preamble

- 2. This Terms of Agreement has been agreed between the parties as a first step towards a pay equity settlement. Pay equity bargaining has not been concluded and will continue during the work programme set out in the Terms of Reference until a pay equity settlement is reached.
- 3. The Clerical and Administration workforce in DHBs was found to be subject to sex-based undervaluation as an outcome of the pay equity claims assessment process.
- 4. Having established this, the parties were faced with the challenge of how to address the undervaluation in the context of 20 DHBs, 1500 job titles across a

workforce of 8700 (6965 FTE) with a high level of variability of pay rates and pay system frameworks for the claimant roles within, between and outside the four regional MECAs. Because of this, a two-stage approach to reach a pay equity settlement has been adopted that is unique to the pay equity claim for the Clerical Administration workforce in DHBs.

- 5. This agreement represents stage 1 of the process to reach a pay equity settlement and comprises:
 - An interim pay rate adjustment
 - National pay equity benchmark rates for 15 national role profiles
 - Terms of Reference for the work programme for DHBs and the PSA to undertake towards reaching a pay equity settlement
- 6. The second stage will cover the DHB and PSA work programmes:
 - Mapping exercise at each DHB to map all employees to the national role profiles and identify any work/role that cannot be mapped to the national role profiles.
 - Development of national pay rate and job banding structure, including phasing and effective dates
 - Translation and appeal process
 - Maintaining pay equity
 - Future pay system

Terms of Agreement

T	Terms of Agreement				
Num	ber and Title	Description			
1	National	Pay equity benchmark rates are derived from the pay equity claim			
	pay equity	assessment findings and represen	nt the pay equity rate for each claimant role		
	benchmark	that was part of the claims process.			
	rates	These Terms of Agreement record the undertaking of the parties that the pay			
		equity benchmark rates set out be	elow will form the national pay equ	uity rates	
		at the top of the automatic steps	in the new pay rate and job bandin	g	
		structure to be agreed between the	he parties.		
		The below rates do not become e	ffective until the stage 2 national p	ay rate	
		and job banding structure is deve	loped, employees are translated to	it, and it	
		is voted on as part of a pay equity	settlement, which will include the	phasing	
			ational pay rate and job banding st		
		The translation rule that will be us	sed by the parties is to translate en	nployees	
		based on "Time in Role".			
		I -	yee is paid more than the top pay o		
		1	rate will not be reduced in the tran		
		1	banding system. The employee wi		
			in benchmark rate supersedes the	ir rate.	
		The following are the national pay			
		National role profile	Pay Equity Benchmark Rate		
		Team Leader	85,000 (top automatic)		
		Team Supervisor	80,000		
		PA/EA with staff	74,000		
		Scheduler	7 4,000		
		Team Administrator	70,700		
		PA/EA without staff			
	Medical Secretary				
	Ward Clerk				
	Transcriptionist		67,000		
		Payroll			
		Receptionist			
		Telephonist	62,000		
		Finance Administrator			
		Support Services Administrator	56,500		
		Records Clerk	36,300		
		Band 1	53,000		
		Band 1			
		The parties have agreed to a band which is yet to be part of the pay structure			
		(band 1). This reflects an acknowledgment by the parties that the stage 2			
		mapping process may identify roles that the parties agree fit appropriately			
		into this band or as a band to recognise trainees. The parties will develop			
		criteria on how this band will be utilised and at that point, this band would			
		become an additional band in the	pay structure.		
1					

Clinical Coder \$80,000

Clinical Coder

The parties will convene a working party comprising DHB and PSA representatives to develop a national pay structure or Clinical Coders. Clinical Coders have traditionally had a qualification-based pay structure with either 5 or 6 levels. The parties have agreed that the top level of the salary scale will be the pay equity benchmark rate which is \$80,000 The working group will develop the appropriate number of levels and rates of pay below the top level. The development of the new national pay scale for Clinical Coders I may include relationship to qualifications, progression process and associated steps.

The Working Party will recommend a proposal to the DHB / PSA Bargaining Parties to be included in the pay equity settlement.

2 Interim adjustment

An interim adjustment will be made to the pay rates of employees covered by the Clerical and Administration Pay Equity claim as follows:

Employees covered by this pay equity claim will receive a maximum flat dollar adjustment of \$2500 based on a 40-hour week effective 30 November 2020. Employees that work less than a 40-hour week will receive the increase of \$2500 pro rata. For clarity, the interim adjustment applies to casual employees based on their hours of work dated from 30 November 2020 to implementation of the adjustment.

Qualifying employees who are on approved leave without pay or parental leave on the date of payment shall be eligible to receive the increase on their return to work.

For clarity, note that employees on a 37.5-hour rate will receive a proportional or pro-rated increase unless specified in the applicable regional MECA schedule or is a grand parented provision.

National pay equity benchmark rates as maximum for the Interim Adjustment

Parties note that some employees may already be above or very near the top pay equity rate for their work/role. Parties further agree that employees in these circumstances should not have their current rates of pay increased so as to avoid over correction and being paid above the top pay equity rate for their work/role.

Overcorrection is defined as a situation where the application of an acrossthe-board interim adjustment would result in employees having their rate increased to a rate above the benchmark rate.

All employees who are covered by the Clerical and Administration pay equity claim, including those who are deemed to be near or above the top pay equity rate will be notified of the interim adjustment that will be made to their pay rate. This will include those who receive the full interim adjustment, those who receive a partial adjustment and those who will not receive the interim adjustment in accordance with the application of the maximum cap to ensure that overcorrection is avoided.

Notes:

		different may benchmark rand addresse are not disad. The current range scale will job banding state.	ng work programme undertaken by the parties indicates a pping outcome which has any impact on the application of ates as a maximum for an individual, this will be reviewed ed by the parties as required, ensuring that these employees livantaged. Trules around progression, merit steps, and appointment to a continue to be in place until the new national pay rate and structure is in place. Endjustment will be in addition to and will not be offset against lated adjustments and/or progression through current salary	
3	Pay Design		y design principles have been agreed by the parties, and will	
	Principles		n the design of the new pay structure	
		Pay design princi	Roles are allocated to bands on an assessment of their	
		Job banding relative size and all roles allocated to a band are treated the		
		Job banang	same for pay purposes	
		Pay range:	This defines the minimum and maximum pay rate for the role and the scope of pay progression in the role. This is proposed as somewhere between 85% and 100% of the benchmark rate for the band.	
		Band overlap	The overlap between bands needs to be kept at a modest level. If there is significant overlap, roles of a different size in different bands may be paid the same rate.	
		Number of	More complex roles are likely to have more steps to reach	
		steps	the maximum rate.	
		Progression	The principle of gender-neutrality provides for progression as free as possible from potential for sex-based undervaluation. Service-based progression is consistent with that.	
4	Work	The Terms of Re	ference for the Stage 2 Work Programme are attached as	
	Programme	Appendix 2		
5	Good Faith	The parties agree to work together constructively and in good faith to		
		complete the agreed terms prior to the formation of a pay equity settlement.		

MECA Variation

The Terms of Agreement including the appendices will be attached to each MECA as a schedule following the MECA variation processes.

No other terms and conditions are affected by these Terms of Agreement, including grandparented and historic terms and conditions.

Signatories

Ma	
	27 November 2020
Kerry Davies On behalf of PSA	Date
M	27 November 2020
Jim Green On behalf of the DHBs	Date
Kglook	27 November 2020
Kathryn Cook On behalf of the DHBs	Date

DHB/PSA Clerical and Administration Pay Equity Claim

Terms of Reference: Work Programme towards Pay Equity Settlement

Parties

1. The parties to this Terms of Reference (ToR) are the 20 District Health Boards (DHBs) and the Public Service Association Te Pūkenga Here Tikanga Mahi (PSA).

- On 18 April 2018, the New Zealand Public Service Association Te Pūkenga Here Tikanga 2. Mahi (PSA) raised a pay equity claim on behalf of clerical administration members employed in DHBs. The claim was made under the R/JWG principles as agreed to between the State Services Commission and the NZ Council of Trade Unions.
- In making its claim, the PSA outlined that the work covered by its claim was 3. predominantly performed by women and that it was currently and historically undervalued due to social, cultural and historical factors and that this systemic undervaluation had affected the remuneration for the work subject to the claim.
- DHBs responded to the PSA claim on 27 July 2018 confirming that the work was 4. predominantly performed by women and that, in their view, it was arguable that the work covered by the claim is currently or has been historically undervalued. The DHBs also outlined that in agreeing to proceed to investigate this claim it did not in itself predetermine a pay equity outcome.
- 5. In determining the best way to proceed with this claim the parties noted that unlike other claims that were previously settled this claim was for a range of roles rather than a single role. In clarifying the scope of the claim, the parties (DHBs and the PSA) initially identified and adopted a list of roles for the purposes of gathering data and information on the work covered by the claim.
- 6. Initially, 12 identified roles were verified as representative of most clerical and administrative roles within DHBs by both union delegates and DHB management subject matter experts. Workforce data, however, showed that there are 1500 job titles covering the workforce with many of the job titles not providing clarity on what the role is, e.g. many have the job title "Administrator" or similar.
- 7. The parties agreed that a mapping exercise would be undertaken to ensure that the identified roles were representative of the workforce. The outcome of the mapping was that more than 90% of clerical administration roles are covered by the identified

2 roles and an additional 3 roles (total 15) as listed:			
•	Booking clerk / scheduler	•	Support services admin
•	Clinical coder	•	Team admin
•	Finance admin	•	Team leader
•	Medical secretary	•	Team supervisor
_	Dougell	•	Telephonist

Transcriptionist Personal assistant Ward clerk

Receptionist

•	Records clerk	

- 8. A representative number of claimant employees performing work that matched the roles listed above were interviewed at two large, one medium and a small DHB. Summary profiles of these roles were compiled.
- 9. The parties applied agreed criteria to identify a list of potential male comparators. Five were shortlisted and interviewed and summary profiles of the comparator roles were compiled. Four were confirmed as potential comparators.
- 10. The work of the claimant and comparator roles was assessed using a gender-neutral tool produced by the SSC. The tools and methodologies used are known as the Pay Equity Assessment Tool (PEAT).
- 11. The outcomes of the work assessments were compared to determine whether the work of claimant and comparator roles was comparable. The outcome of this exercise was that comparability of work was established and the four potential comparators were confirmed as comparators.
- 12. Following this, a comparison of remuneration of claimant and comparator roles was carried out, and this led to the finding from the claim assessment process that the claimant work has been subject to sex-based undervaluation.
- 13. Having established that the claimant roles have been subject to sex-based undervaluation, the parties were faced with the challenge of how to address the undervaluation in the context of 20 DHBs, 1500 job titles across a workforce of 8700 (6965 FTE) with a high level of variability of pay rates and pay system frameworks for the claimant roles within, between and outside the 4 regional MECAs.
- 14. The parties made the decision that it would be necessary to develop a national pay rate and job banding structure to address the undervaluation. This would provide the vehicle to deliver a pay equity settlement for the Clerical Administration workforce in DHBs.
- 15. In light of the high level of variability of pay rates, the development of a new national pay rate and job banding system will require an extensive work programme prior to reaching the stage where a pay equity settlement can be drawn up. This means that there are two stages needed to reach a pay equity settlement:
 - Stage 1 is for the DHBs and PSA to map employees covered by the claim to the national role profiles and to establish the new national pay rate and job banding structure as well as the agreed approach to maintaining pay equity.
 - Stage 2 is for the DHBs and PSA to bring this work together into a proposed pay equity settlement followed by the processes of review and approval and ratification.
- 16. The purpose of this Terms of Reference is to record the commitment of the parties to the staged process and associated work programme and to provide guidance for the parties for carrying out the programme and bringing it to a conclusion.
- 17. This process represents a continuation of pay equity bargaining and as such will be overseen by the DHB / PSA bargaining parties.

Purpose

18. These Terms of Reference have been agreed between the parties to establish the framework, principles of approach and commitments between the parties to deliver the work programme.

Scope

19. The scope of these ToR is the work programme to be undertaken by the parties to reach a proposed settlement of the pay equity claim for the Clerical and Administration workforce in DHBs.

Bi-Partite Governance

20. The work programmes covered by these ToR, at both national and local DHB levels, will be established on the basis of bi-partite representation of the parties to the pay equity claim.

20.1 **DHB / PSA Bargaining Parties:**

The DHB / PSA Bargaining Parties comprising the Crown Negotiator, Ministry of Health, and DHB and PSA representatives represents the overarching group responsible for overseeing the work programme and remains the final authority and decision-maker for the outcomes of the programme. The DHB / PSA Bargaining Parties will set up the process to deliver the work programme. The work carried out in the local and national work programmes will be reported back to the DHB / PSA Bargaining Parties.

20.2 National Sub-Group of the Bargaining Parties

A national sub-group of the bargaining parties comprising DHB and PSA representatives will be set up to undertake the national work programme:

- Development of national pay rate and job banding structure (based on national pay equity benchmark rates and using the agreed pay design principles agreed as part of the Initial Agreement)
- Development of the future system including transition to EJE following completion of the pay rate and job banding structure using PEAT points
- Development of the ongoing operational policies and rules for the pay system; and
- Development of the joint approach to maintaining pay equity
- Report monthly to the DHB / PSA Bargaining Parties.

20.3 Local DHB / PSA teams

At the local level, a balanced DHB / PSA team will be set up to undertake the mapping work programme at each DHB¹, ensuring participants have the knowledge to carry out the work programme. The suggested make-up could include:

DHB Senior Responsible Owner	HR
Operational Lead / Professional Lead	PSA Organiser
	PSA delegates (minimum 3)

The National Support Hub will have a role, where necessary, in the set-up of the local DHB / PSA team, including an introduction to working together in partnership, pay equity and the mapping work programme.

¹ This may be able to be linked in or supported by existing joint administration-focussed forums at DHBs.

The National Support Hub will be available to provide guidance to local DHB / PSA teams where necessary.

Notes:

- This will include paid release of the PSA delegates who are participants
- The local team will agree arrangements to support a timely process including an understanding on the approach to continue the work as long as the appropriate people are available
- Either party may bring in additional people with subject matter expertise on the work where required
- 20.4 **Mapping**²: The local DHB / PSA team would be responsible for mapping the Clerical and Administration roles in the DHB including:
 - Using the national role profiles³ and spreadsheet (from previous DHB-led mapping) with resources provided to illustrate the process steps
 - Completing the roles that can be confirmed to a national role profile and if any remain in the category of "do not fit" referring to National Support Hub
 - Seeking advice / support where needed from the National Support Hub
 - Submitting all outcomes to the National Support Hub
- **20.5 National Support Hub:** The set-up, coordination and delivery of outcomes of the work programme will be delegated to a National Hub comprising DHB and PSA representatives (supported by TAS). The National Hub will be responsible for ensuring the provision of:
 - Resources, training and facilitation, support and guidance
 - Ensuring the work at national and local levels is planned, coordinated and meets indicative timeframes
 - Collating local mapping outcomes into a national outcome
 - Collating the outcomes of the national work programme
 - Report monthly to DHB / PSA bargaining parties

Work Programmes

- 21. The work programme⁴ is set out under the following headings
 - 21.1 **Mapping:** Mapping by joint DHB/PSA teams at each DHB to match the work of the clerical and administration workforce at the DHB to national role profiles⁵.
 - 21.2 **Pay Rate / Job Banding Structure:** Development of a new national pay rate and job banding structure based on the national pay equity benchmark rates⁶ and the agreed pay design principles

² Refer to Appendix 1 for a flowchart of the mapping process

³ National role profiles draw together the summary profiles, factor level profiles and descriptors with key functions and guidance on mapping for each claimant role.

⁴ The work programmes for each element of the overall programme are set out in Appendix 1.

⁵ Where the work does not fit a national role profile, a process would be undertaken at the national level to map and develop additional role profiles as needed.

⁶ The national pay equity benchmark rates are defined as the top of the automatic service-based progression in each band.

21.3 Translation and Appeal Process:

- Development of the translation and review (appeals) process procedures and rules.
- Carrying out the translation and review process (including a defined period for appeals)

21.4 Maintaining Pay Equity:

• Development of a jointly agreed approach to maintaining pay equity

21.5 Future Pay System:

- Transition to EJE: Transition of the new national pay rate and job banding structure to the Equitable Job Evaluation (EJE) system through a work assessment of the national role profiles and replacement of the PEAT points with EJE points⁷
- Future Pay System: Development of the ongoing operational policy and processes for the system including new roles, changing roles, entry rates, future development pathways
- 22. The work programme is intended to be carried out expeditiously, including the undertaking of different parts of the programme in parallel.⁸ The intention of the parties is that once completed, the outcomes of the work programme will together comprise the elements needed to formulate a proposed pay equity settlement for the DHB Clerical and Administration pay equity claim.

Timelines

23. Timeframes for the next steps towards a pay equity settlement:

Process	Indicative Timeframe
Preparation for work programmes	November / December 2020
Preparation of resources	
Set up of National Sub Group	
Set up of local engagement forums	
Project planning	
Mapping process	February to Mid-April2021
Future sustainable system	February to Mid-2021
Pay equity settlement	Mid- 2021

Resources

24. The parties are committed to providing the resource required to support the work programme covered by this ToR.

Continuing Application of Clerical Administration Pay Equity Bargaining Process Terms of Reference

⁷ This does not change the pay rates or job banding structure. It is simply a change in the points for each band from PEAT -based points to EJE based points.

⁸ Refer Appendix 2 for a diagram of the stages required to reach a pay equity settlement which includes this work programme.

25. The parties acknowledge that the DHB/PSA Clerical and Administration Pay Equity Claim Bargaining Process Terms of Reference signed February 2019 continues to apply to this phase of the pay equity bargaining process as the parties progress the claim towards settlement, including protocols on communications.

Relationship to Terms of Agreement

26. These ToR are part of a Terms of Agreement (ToA) that sets out the terms for the parties to make an initial agreement in relation to the PSA Clerical and Administration Pay Equity claim.⁹ The proposed ToA are subject to approval and endorsement/ ratification processes. Once the ToA are given approval and endorsed/ ratified, these ToR, as part of the ToA, will be confirmed as commitments of the parties.

⁹ Refer Cover Letter and Terms of Agreement, dated 27 November 2020

Signatories



Kerry Davies

For and on behalf of the Public Service Association (PSA)

Date: 27 November 2020

Jim Green

For and on behalf of District Health Boards

Date: 27 November 2020

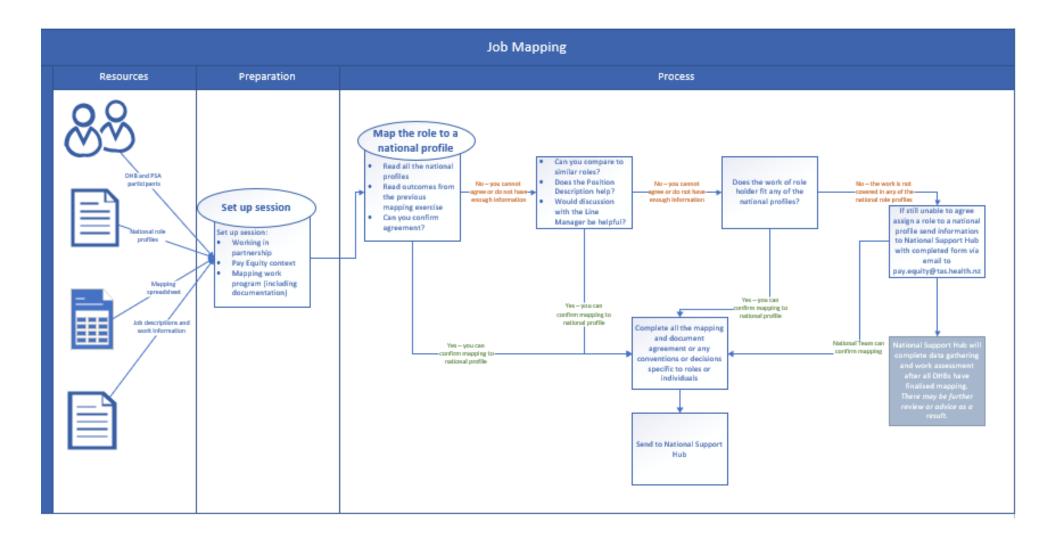
Kathryn Cook

Kglook

For and on behalf of District Health Boards

Date: 27 November 2020

Appendix 1: Mapping Process



20201211 MECA Variation Page 137

Appendix 2: Pay Rate / Job Banding Structure:

This appendix sets out the National Pay Equity Benchmark Rates and the Pay Design Principles that the parties have agreed form the basis for agreement to the national pay rate and job banding structure.

1. The DHBs and PSA agreed in the Initial Agreement to the following national pay equity benchmark rates. The rates are the top of the automatic steps in each pay band.

National role profile	Pay Equity Benchmark Rate
Team Leader	85,000 (top automatic)
Team Supervisor	80,000
PA/EA with staff	74 000
Scheduler	74,000
Team Administrator	
PA/EA without staff	70,700
Medical Secretary	
Ward Clerk	
Transcriptionist	67,000
Payroll	
Receptionist	
Telephonist 62,000	62,000
Finance Administrator	
Support Services Administrator	- 56,500
Records Clerk	
Band 1	53,000

Band 1

The parties have agreed to a band which is yet to be part of the pay structure (band 1). This reflects an acknowledgment by the parties that the stage 2 mapping process may identify roles that the parties agree fit appropriately into this band or as a band to recognise trainees. The parties will develop criteria on how this band will be utilised and at that point, this band would become an additional band in the pay structure.

Clinical Coder	\$80,000

Clinical Coder

The parties will convene a working party comprising DHB and PSA representatives to develop a national pay structure or Clinical Coders. Clinical Coders have traditionally had a qualification-based pay structure with either 5 or 6 levels. The parties have agreed that the top level of the salary scale will be the pay equity benchmark rate which is \$80,000. The working group will develop the appropriate number of levels and rates of pay below the top level. The development of the new national pay scale for Clinical Coders may include relationship to qualifications, progression process and associated steps.

The Working Party will recommend a proposal to the DHB / PSA Bargaining Parties to be included in the pay equity settlement.

Pay Design Principles

2. The DHBs and PSA agreed that the following pay design principles would be used to develop the new national pay rate and job banding structure for Clerical Administration employees in DHBs.

Pay design principles	
Job banding	Roles are allocated to bands on an assessment of their relative size and all roles allocated to a band are treated the same for pay purposes
Pay range:	This defines the minimum and maximum pay rate for the role and the scope of pay progression in the role. This is proposed as somewhere between 85% and 100% of the benchmark rate for the band.
Band overlap	The overlap between bands needs to be kept at a modest level. If there is significant overlap, roles of a different size in different bands may be paid the same rate.
Number of steps	More complex roles are likely to have more steps to reach the maximum rate.
Progression	The principle of gender-neutrality provides for progression as free as possible from potential for sex-based undervaluation. Service-based progression is consistent with that.

Appendix 3: Translation and Appeal Process:

Translation

- 1. The basis for translating employees from their existing pay rate and pay framework to the new national pay rate and job banding structure will be based on two factors:
 - The national role profile the employee has been mapped to (see Mapping above)
 - Time in role that the employee has been mapped to
 - Employee salaries will not be reduced as a result of the translation (in such a case, they will be moved to the nearest highest salary step
 - Employees who are translated receive a new increment date (date of translation)
- 2. Employees will be provided with information on the role they are mapped to and translation to salary band and step prior to ratification of the pay equity settlement with a letter outlining national role profile, pay step and band and effective dates. The information will include information on the appeal process

Appeal Process

- 3. The following process sets out the steps in the process for appeals
 - Employees who believe that they were not correctly mapped to a national role profiles or correctly translated to new salary scales may appeal.
 - All appeals will be submitted to the local DHB / PSA working group. If not able to be resolved, it will be submitted to the National Support Hub These may include class applications which cover multiple people in a role.
 - Appeals must be submitted within 6 weeks from the employee receiving their notification of role and salary step in the national pay rate and job banding structure. If the employee is on leave at the time of notification, the 6 weeks shall begin from when they return to work.
 - The grounds for appeal are that the employee believes that the role was incorrectly mapped or translated in the implementation process.
 - An employee who wishes to appeal their mapping or translation outcome will send a letter asking for a review to the local DHB / PSA working group setting out the grounds.
 - The letter will state the request for a review, include a description of the work they carry out and state the grounds for review. The application will include:
 - A position description and task list agreed between the employee and the manager
 - Copy of letter advising the employee of the role they are mapped to and salary level they have been translated to.
 - Submissions on why the member believes that they have been incorrectly mapped or translated.
 - The employee will send the letter to the local DHB / PSA working group within 6 weeks of receiving notification of the mapping and translation outcome.

- The local DHB / PSA working group will not consider submissions that are incomplete or have not been signed off by all parties. Incomplete applications will be sent back to the employee with advice on what further information is required.
- The outcome of the appeal will be communicated to the employee within 6 weeks of the appeal application.
- If the appeal outcome shows a change in band/level/salary is due, the change shall be implemented on the effective date of the new pay rates.
- If the local DHB / PSA working group cannot reach a decision the review will be submitted to the National Support Hub, whose decision will be final.
- If a letter making an appeal is received after 6 weeks, the outcome of any successful review will not be backdated.
- The local DHB / PSA working group will exercise discretion to ensure no disadvantage occurs in applying the 6-week limit in cases where an appeal is received after 6 weeks on the following basis
 - An employee being on leave or leave without pay at the start of the review period.
 The 6-week period will start from the date of return to work.
 - An employee or a group of employees may believe that their role was inadvertently mapped to the wrong role descriptor during the initial mapping exercise, including the reasons why the review was not sought under the appeals process at the time of the mapping process. In such cases, the outcome of a successful appeal will be effective from the effective date of the new pay rates. The period of time for such appeals will be open for a period of 18 months.

Note: The basis for the mapping process is the sharing of information by all parties involved to ensure that decision-making is robust, transparent and meets the criteria for the mapping process.

Appendix 4: Maintaining pay equity

- 1. DHBs and the PSA have a broad view of maintaining pay equity which includes:
 - Maintaining pay equity rates of pay through reference to a comparator index ¹⁰
 - Progress against agreed milestones and outcomes for the operation of the new national pay rate and job banding based system
 - Progress on the development and implementation of a Clerical Administration workforce strategy that recognises the role of this workforce as part of the health workforce of the future
 - Concepts beyond pay equity such as the Gender Pay Principles (including Maori and Pasifika)¹¹
- 2. The parties will develop a range of agreed range of measure and milestones for each element of the strategy for maintaining pay equity. The measures and milestones would be reviewed by the parties at the time of MECA renewal.
- 3. In relation to the wider question of perceptions that underpin undervaluation, the workforce strategy provides a link to additional strategies that are relevant to creating a workplace that values and recognises the clerical and administration workforce as part of overall service delivery in DHBs. This can play an important role in the change in perceptions needed to ensure that clerical administration work is not undervalued in the future.
- 4. The parties may explore the opportunities in workforce strategy. Some of the thinking in this area has included the following:
 - The pay equity settlement provides an opportunity to begin thinking about the wider picture of the Clerical and Administrative workforce and its place in the delivery of health services in DHBs. A Workforce Strategy could recognise the key enabling role that the clerical and administrative workforce can play within DHBs, recognising that:
 - Clerical and Administrative workers can play an important role in maximising clinical capacity through the efficient operation of hospitals. There will be opportunities to grow this over time.
 - The 'Future of Work' impact on this workforce. Some areas of "hard" skills may be overtaken by technological solutions. However, the workforce also undertakes a variety of roles requiring soft skills that are unlikely to be replaced with technology including:
 - The role of connector or navigator, to help navigate through systems, services, appointments, and across clinical pathways
 - Problem-solving, cultural fluency, de-escalation skills, interpersonal skills

-

¹⁰ The comparator rates used in the pay equity claim assessment process were as at 31st July 2019

¹¹ In relation to a Gender Pay Action Plan, guidance is provided by the Taskforce at Te Kawa Mataaho, which would be able to provide initial set up and ongoing support/advice.

- Project coordination and management, programme management, information management, and change leadership.
- There are opportunities for the workforce to play a greater role in maximising of clinical capacity by reducing the cost of point of care delivery. This can include:
 - providing support for process-mapping, waste reduction and release of capacity in clinical pathways,
 - o providing project coordination to restructure systems in the future
 - support the clinical workforce to work to the maximum extent of its scope, by identifying opportunities for the clerical and administrative workforce to take over non-clinical aspects of their role

Appendix 5: Future Pay System

This work programme involves a number of elements:

Transition to the Equitable Job Evaluation system¹²

- 1. The part of the work programme covers a commitment by the parties to transition the national pay rate and job banding structure to the Equitable Job Evaluation system.
- 2. As the factor plan used in the Pay Equity Work Assessment tool (PEAT) is the same as that used by the EJE tool, the transition is not challenging. The main difference is that the numbers of levels in each factor is variable in EJE compared with the 5 level per factor PEAT tool¹³.
- 3. To prepare for this, training of the work assessment committee would be required, and a facilitated, quality-assured assessment process would be carried out. The DHB / PSA Work Assessment Committee would undertake work assessment of the national role profiles using the EJE job revaluation tool and methodologies. It is proposed that the process would include:
 - Initial training in using the EJE tool
 - Refresher on work assessment and use of factors
 - Carry out work assessment
 - Carry out scoring with EJE points
 - Apply to banding structure
- 4. Once the national pay rate and job banding structure has been transitioned to EJE, the EJE-system would be used as the framework for the future system and would be the basis for assessing new, emerging or changing roles and, if applicable, the means to understand relativities between occupations where EJE is also the job evaluation framework.

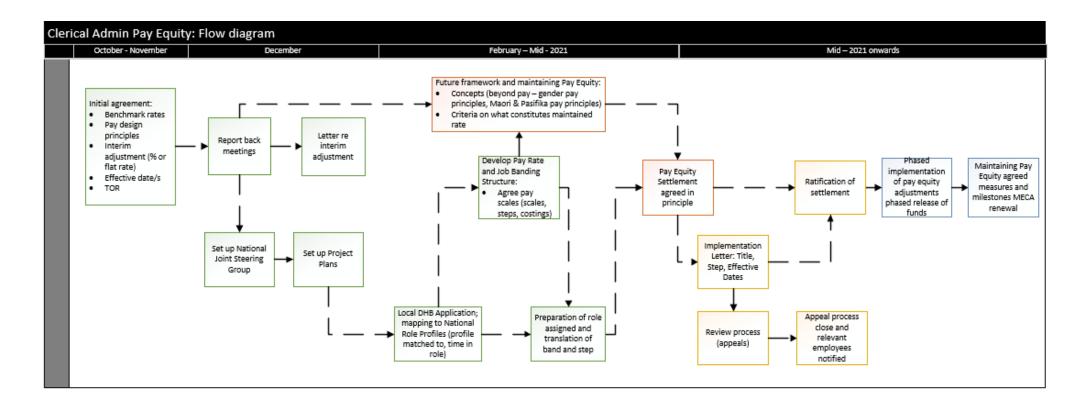
Operational policies and rules

- 5. This part of developing the future pay system would include the operational aspects of the future pay system such as entry rates, managing new roles or adaptation of existing roles, progression methodology and development pathways, and the ongoing approach to national role profiles.
- 6. It is envisaged that the ongoing development of the future system would also include developing national conventions for job titles for the Clerical Administration workforce across DHBs and the development of consistent clerical administration position descriptions.

¹² The Equitable Job Evaluation system (EJE) was developed by a project team comprising consultants from Watson Wyatt (later taken over by Mercer), Top Drawer Consultants, Pulse HR, a representative of the State Services Commission and the Director and Senior Adviser from the Pay and Employment Equity Unit, Department of Labour, with the involvement of employers and unions in the pilot process, refer Beta release version ISBN: 0-678-28101-3, 2007. It was designed to meet the criteria of the Gender-Inclusive Job Evaluation Standard, refer NZ Standard NZS 8007:2006

¹³ In the case of EJE a variable number of levels per factor as follows: Knowledge (11), Problem-Solving (8), Interpersonal (6), Physical Skill (5), People Leadership (7), Information and Resources (6), Organisational Outcomes (8), Services to People (7), Emotional (4), Sensory (4), Physical Demand (4), Working Conditions (3)

Appendix 6: Timeline from initial agreement to pay equity settlement



20201211 MECA Variation Page 145

Acknowledgements:

Cultural content endorsed by Dame Rangimarie Naida Glavish, Chief Adviser to

Tikanga Maori, Auckland District Health Board. Kowhaiwhai Design: Bernard Makoare.

Design of the cover demonstrates our Treaty Relationship, and the merging of two cultures, management and workforce to strive to provide excellent comprehensive services in the DHBs.

The Kowhaiwhai design, gifted to the Auckland District Health Board by Ngati Whatua, stands in the first instance to represent the ADHB; and then given for general usage. In the second instance it represents RoNZ, the other DHBs outside the Auckland Region.

In this way the cover describes the MECAs for both RoNZ and the Auckland DHBs.

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