

Public Service Association (PSA)
and
Te Whatu Ora / Health New Zealand
National Health Administration Workers Collective Agreement
Terms of Settlement
June 2023

This document sets out the Terms of Settlement for the Te Whatu Ora / PSA National Health Administration Workers Collective Agreement. As this is a new national Collective Agreement, the entire Collective Agreement is part of the ratification process in addition to these Terms of Settlement.

Signatories:



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Advocate for Te Whatu Ora/Health NZ



Ashok Shankar
Advocate for PSA

INTRODUCTION

This national Collective Agreement follows the settlement of the Administration & Clerical Pay Equity claim on 7 June 2022 and was fully implemented by 30 September 2022, which included a new national pay rate and job banding structure and system.

From the date of the pay equity settlement, the existing regional Clerical MECAs for the Northern, Midlands, Lower North Island and South Island regions were varied through the Equal Pay Act 2020 in accordance with the Administration & Clerical Pay Equity Settlement.

Following this, there was an agreement between the parties to bring together a national Collective Agreement for the administration workforce. To facilitate that, the expiry dates were aligned with a short term agreed for the Northern and Lower North Island MECAs:

- Northern MECA: 1 April 2021 – 31 December 2021
- Midlands MECA: 1 March 2019 – 28 February 2022
- South Island MECA: 1 February 2019 – 31 January 2022
- Lower North Island MECA: 2 June 2021 – 31 December 2021

This Collective Agreement replaces the regional Clerical and Administration MECAs that have expired and were not re-initiated by the PSA.

This new, national Collective Agreement incorporates the Administration and Clerical Pay Equity settlement and consolidates the previous MECAs.

1. Rates of Remuneration

This new national Collective Agreement follows the settlement of the Administration & Clerical Pay Equity claim on 7 June 2022 and was fully implemented by 30 September 2022, which included a new national pay rate and job banding structure and system.

The rates that were incorporated from the Administration & Clerical Pay Equity Settlement are increased as follows:

- An effective date of 1 January 2023.
- An increase in rates by a \$4000 flat rate adjustment from 1 January 2023 for 12 months.
- An increase in rates by a \$2000 flat rate adjustment or a 3% increase to base salaries, whichever is the higher from 1 January 2024 for 12 months.

Lump sum payments

A lump sum payment of \$750 shall be made to all PSA members bound by this settlement at the date of ratification. The payment will be pro-rated for part-time or casual employees based on the greater of their contracted FTE or the number of ordinary (T1) hours paid (including paid leave) in the previous 12 months.

A further lump sum payment of \$500 shall be made to all employees bound by this settlement, effective 1 January 2024. The payment will be pro-rated for part-time or casual employees based on the greater of their contracted FTE or the number of ordinary (T1) hours paid (including paid leave) in the previous 12 months.

2. Term of Collective Agreement

The term of this Agreement is 24 months. The Agreement will come into effect on 1 January 2023 and expire on 31 December 2024.

3. National Administration Pay System

The key elements of the pay system that was part of the pay equity settlement are recognised in the new national Collective Agreement with links to the following key areas for maintaining the pay system:

- Operational Guidelines
- National Role Profiles
- Governance

4. The new, national Health Administration Collective Agreement

Rather than a Terms of Settlement that shows the changes to the existing Collective Agreement, as this is a new national Collective Agreement, the entire National Health Administration Collective Agreement is attached as an appendix to the Terms of Settlement.

In developing a new national Collective Agreement, the parties have taken the opportunity to put in place a structured, easy to navigate set of terms and conditions.

The pay scales have been adjusted by the agreed increase to rates of remuneration.

5. Summary of Elements of the New National Collective Agreement

For details on any of the elements summarised below, refer to the attached National Health Administration Collective Agreement.

Key Commitments

A new Te Tiriti o Waitangi (1.2) clause has been included. The parties have also incorporated a clause (1.3) that recognises the way the parties have worked together and intend to work together in the future.

Coverage

The coverage replicates the coverage of the pay equity settlement in defining that employees whose work can be mapped to a National Role Profile are within coverage. The Collective Agreement adds that the employees need to be a member of the PSA and not covered by another Collective Agreement.

As a result of the alignment of coverage, a single pay system applies to the consolidated national Collective Agreement.

Alignment of terms and conditions

Where possible, terms and conditions have been aligned with other Te Whatu Ora workforces. The main sources for common terms and conditions were the PSA Allied Health Auckland and Rest of NZ (RONZ) Collective Agreements.

Areas, where changes to standardise terms and conditions have entailed adding cost, are:

- Overtime (clause 3.10.3): Increase to T1.5 for the first three hours, then T2 thereafter.
- Call backs (Clause 3.13): Increase to minimum 3 hours.
- On Call Leave (Clause 4.6.2): Introduce On-Call Leave (new provision)

Hours of work

The key provisions agreed upon are:

- The 37.5-hour week has been grandparented (3.4.7) in the applicable regions.
- Provisions have been included that facilitate alternative hours of work and rosters (3.6.9)
- The flexible working hours provisions from Te Kawa Mataaho Public Service Commission were incorporated (3.9)
- Penal rates that apply to the Northern Region have been scheduled (3.11)

Leave

Leave provisions that are common terms and conditions across workforces have largely been incorporated with additional clarity in wording for public holidays (4.1), annual leave (4.2) and sick leave (4.3).

Scheduled and Grandparented Provisions

As a result of bringing together four regional MECAs into a single Collective Agreement, there were a number of different provisions identified that apply to regions or former DHBs.

Scheduled and grandparented provisions from previous MECAs are in Appendix 4 of the Collective Agreement. A link has been provided to this Appendix in the Collective Agreement (13.0). This is to enable the Appendix to be accessible but make it unnecessary to print out the Appendix with the main document.

Errors and Updating

The parties agree the advocates may make further agreed amendments to the Collective Agreement wording to correct typographical errors, correct cross-referencing, or update the names of Acts or organisations in finalising the document.

6. Governance of the Pay System

As part of the Administration and Clerical Pay Equity Settlement, the parties agreed to establish bi-partite governance of the new pay system. The new pay system is now part of this Collective Agreement. For this reason, the Terms of Reference for the national and regional governance are set out in Appendix 2.

7. Working Parties

The parties have agreed on the following Working Parties to carry out project work during the term of the Collective Agreement. They will report to the bargaining teams at the time of renewal of the agreement. The Terms of Reference for the two Working Parties are set out below.

Project 1:	Review of Grandparented and Scheduled Provisions (Appendix 4) of the National Health Administration Workers Collective Agreement
Preamble	<ul style="list-style-type: none"> • Te Whatu Ora and the PSA have a common interest in further consolidation of the provisions of the National Health Administration Workers Collective Agreement. • There was no time during the 2022 negotiations to undertake the research required to understand the number of employees covered by grandparented and scheduled provisions and current practice in Districts in relation to those provisions. For this reason, the parties agreed to set up a joint Working Party. • These Terms of Reference detail the agreement between the parties to jointly undertake the review of the Scheduled and Grandparented provisions in Appendix 4 of the Collective Agreement.
Objective	The objective of this working party is to explore and make recommendations for the further consolidation of terms and conditions in the National Health Administration Workers Collective Agreement.
Project Process	<ul style="list-style-type: none"> • The Working Party will comprise: <ul style="list-style-type: none"> ○ 2 - 4 x representatives Te Whatu Ora ○ 2 - 4 x representatives PSA ○ The quorum will comprise 1 x paid official, 1 x delegate for PSA and 1 Manager, and 1 x ER specialist for Te Whatu Ora. • The Working Party may seek advice from subject matter experts as required. • Once established, the Working Party will develop the project process and plan.
Timeframe	<ul style="list-style-type: none"> • The Working Party will convene their first meeting within 3 months of the ratification of settlement. • The Working Party will provide its recommendations to its respective stakeholders no less than 3 months prior to the end of the Collective Agreement term.
Communication	In addition to the parties' respective communications processes, the Working Party may provide jointly agreed updates on progress to stakeholders.

Project 2:	Consultation and engagement with PSA and other unions representing stores employees covered by the Administration and Clerical Pay Equity settlement in the post-settlement environment.
Preamble	<ul style="list-style-type: none"> • Te Whatu Ora and the unions representing stores employees covered by the Administration and Clerical Pay Equity settlement have a common interest in providing clarity on the way that these representative unions represent their members post-settlement including: <ul style="list-style-type: none"> ○ maintaining pay equity ○ governance of the pay system that was part of the pay equity settlement. • The set-up will entail consultation with the unions involved on the proposed representation and process involved.
Objective	The objective of this working party is to explore and make recommendations to the parties on the representative union participation in the processes to maintain pay equity and the governance of the national pay system in the National Health Administration Workers Collective Agreement.
Project Process	<ul style="list-style-type: none"> • The Working Party will comprise: <ul style="list-style-type: none"> ○ PSA, FIRST Union, AWUNZ, E tū - minimum 1 representative per union ○ Te Whatu Ora - 3 or 4 representatives including expertise from Admin pay equity settlement and Te Whatu Ora Employment Relations • The Working Party may seek advice from subject matter experts as required. • Once established, the Working Party will develop the project process and plan.
Timeframe	<ul style="list-style-type: none"> • The Working Party will convene their first meeting within 3 months of the ratification of settlement. • The Working Party will provide its recommendations to its respective stakeholders no less than 3 months prior to the end of the Collective Agreement term.
Communication	In addition to the parties' respective communications processes, the Working Party may provide jointly agreed updates on progress to stakeholders.

8. Review of Unspecified Sick Leave Provisions

Unspecified sick leave is provided in the following Districts:

- Hutt Valley
- Capital & Coast
- Wairarapa

The unspecified sick leave provisions have been scheduled for these three Districts for the term of this Collective Agreement; refer Appendix 4, Part 1: Scheduled Provisions, section 1.9.

The parties agreed to set up a review of the unspecified sick leave provisions during the term of this Collective Agreement. The Terms of Reference are set out below.

Review	Research, consultation, and engagement on the unspecified sick leave provisions
Preamble	<p>The parties have agreed to prepare for a decision by Te Whatu Ora at the end of the term of the Collective Agreement:</p> <ul style="list-style-type: none"> • For the unspecified sick leave provisions to become a national Te Whatu Ora policy; or • To discontinue the unspecified sick leave provisions at the three Districts on the basis that the current sick leave provisions in the Collective Agreement (clause 4.3) will apply to all employees across all Districts covered by the national Collective Agreement. <p>To support the preparation the parties will</p> <ul style="list-style-type: none"> • Carry out research on the practice and outcomes of the unspecified sick leave provisions at the three Districts and other models, including NZ public service. • Set up an approach to calculating the sick leave accrual of each employee covered, for the possible outcome that the decision is to discontinue.
Process	<ul style="list-style-type: none"> • The review will be carried out by a Working Party which will be bi-partite and comprise: <ul style="list-style-type: none"> ○ 2 – 3 PSA representatives ○ 2 – 3 Te Whatu Ora representatives including ER / HR • The Working Party may seek advice from subject matter experts as required. • The process will include consultation with the workers involved. • Once established, the Working Party will develop the project process and plan.
Timeframe	<ul style="list-style-type: none"> • The Working Party will convene their first meeting within 3 months of the ratification of settlement. • The Working Party will provide its findings and recommendations to its respective stakeholders no less than 3 months prior to the end of the Collective Agreement term.
Communication	<p>In addition to the parties' respective communication processes, the Working Party may provide jointly agreed updates on progress to stakeholders.</p>

APPENDIX ONE: Pay Scales

Administration Pay Rates – 40-hour

Year 1

Band	Maximum Rate	Number of s	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Band 7		7	77,695	79,863	82,030	84,198	86,365	88,533	90,700
Band 6		7	75,196	76,930	78,664	80,398	82,132	83,866	85,600
Band 5		6	71,932	73,442	74,951	76,461	77,970	79,480	
Band 4		6	68,903	70,345	71,787	73,229	74,672	76,114	
Band 3		5	63,627	65,805	67,984	70,161	72,340		
Band 2		4	59,177	61,865	64,552	67,240			
Band 1		3	55,291	58,461	61,630				

Year 2

Band	Maximum Rate	Number of s	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Band 7		7	80,026	82,259	84,491	86,724	88,956	91,189	93,421
Band 6		7	77,452	79,238	81,024	82,810	84,596	86,382	88,168
Band 5		6	74,090	75,645	77,200	78,755	80,309	81,864	
Band 4		6	70,970	72,455	73,941	75,426	76,912	78,397	
Band 3		5	65,627	67,805	70,024	72,266	74,510		
Band 2		4	61,177	63,865	66,552	69,257			
Band 1		3	57,291	60,461	63,630				

Year 1 – Coders – 40 hour

Levels		Level Value	Tertiary Adjustment	Note
Level 0	Trainee / Apprentice	73,360		This is fully managed
Level 1	Novice	75,652	No change	
Level 2	Developing	78,019	No Change	
Level 3	Competent	80,464	6.5%	Added to base
Level 4	Proficient	82,990	8%	Added to base
Level 5	Expert	85,600	10%	Added to base
Level 6	Auditor	90,700	10%	Appointed role

Year 2 - Coders - 40 hour

Levels		Level Value	Tertiary Adjustment	Note
Level 0	Trainee/ Apprentice	75,561		This is fully managed
Level 1	Novice	77,922	No change	
Level 2	Developing	80,360	No Change	
Level 3	Competent	82,878	6.5%	Added to base
Level 4	Proficient	85,480	8%	Added to base
Level 5	Expert	88,168	10%	Added to base
Level 6	Auditor	93,421	10%	Appointed role

37.5 Pay Rates

Administration Pay Scales

Year One – Effective 1 January 2023 – 37.5 hour

ADMINISTRATION PAY EQUITY RATES (37.5 Hour)									
Band	Maximum Rate	Number of steps	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Band 7		7	72,630	74,656	76,682	78,709	80,734	82,761	84,787
Band 6		7	70,293	71,914	73,535	75,156	76,777	78,398	80,019
Band 5		6	67,242	68,654	70,064	71,476	72,887	74,298	
Band 4		6	64,411	65,759	67,107	68,455	69,804	71,152	
Band 3		5	59,479	61,515	63,552	65,587	67,624		
Band 2		4	55,319	57,832	60,343	62,856			
Band 1		3	51,686	54,650	57,612				

Year Two - Effective 1 January 2024 – 37.5 hour

ADMINISTRATION PAY EQUITY RATES (37.5 Hour)									
Band	Maximum Rate	Number of steps	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Band 7		7	74,499	76,526	78,552	80,578	82,604	84,631	86,656
Band 6		7	72,163	73,784	75,405	77,026	78,647	80,268	81,889
Band 5		6	69,112	70,523	71,934	73,346	74,756	76,168	
Band 4		6	66,280	67,628	68,976	70,324	71,673	73,021	
Band 3		5	61,348	63,384	65,421	67,456	69,493		
Band 2		4	57,188	59,701	62,213	64,726			
Band 1		3	53,556	56,519	59,482				

Coder Pay Scales 37.5hrs

The following pay scale applies to workers whose work maps to the clinical coder role profile.

Year One – Effective 1 January 2023 – 37.5 hour

Coders (37.5 Hour)				
Levels		Level Value	Tertiary Adjustment	Note
Level 0	Trainee / Apprentice	68,577		This is fully managed
Level 1	Novice	70,720	No change	
Level 2	Developing	72,932	No Change	
Level 3	Competent	75,218	6.5%	Added to base
Level 4	Proficient	77,579	8%	Added to base
Level 5	Expert	80,019	10%	Added to base
Level 6	Auditor	84,787	10%	Appointed role

Year Two – Effective 1 January 2024 – 37.5 hour

Coders (37.5 Hour)				
Levels		Level Value	Tertiary Adjustment	Note
Level 0	Trainee / Apprentice	70,447		This is fully managed
Level 1	Novice	72,589	No change	
Level 2	Developing	74,802	No Change	
Level 3	Competent	77,088	6.5%	Added to base
Level 4	Proficient	79,449	8%	Added to base
Level 5	Expert	81,889	10%	Added to base
Level 6	Auditor	86,656	10%	Appointed role

APPENDIX TWO: National Health Administration Collective Agreement