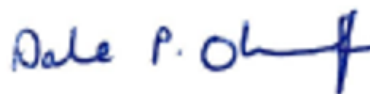


**Certain District Health Boards & NZ Public Service Association
MENTAL HEALTH & PUBLIC HEALTH NURSING MECA (Auckland Region)**

15 December 2020 – 15 March 2023

This document sets out the terms of settlement for the Mental Health and Public Health Nursing MECA (Rest of NZ) between NZ Public Service Association (PSA) and certain District Health Boards as follows: Auckland DHB, Counties-Manukau DHB and Waitematā DHB (together the DHBs).

Signatories:



Ashok Shankar
Advocate for the PSA

Dale Oliff
DHB Lead CE for Nursing

In finalising this document the parties have endeavoured to be as accurate as possible. There may, however, be matters that have been inadvertently overlooked and, as such, this document is provided on an "Errors & Omissions Excepted" basis. If either party identifies any errors in the attached, we undertake to work together to correct these prior to signing the final MECA in order to give effect to the agreements reached during bargaining.

1. Term

- (i) The term of the new MECA will be 27 months expiring on 15 March 2023 for Auckland Region.
- (ii) The MECA will come into force after the bargaining fee ballot is completed on 14 October 2021.

2. Lump Sum Payments

This settlement includes lump sum payments of \$800 gross and \$6,000 gross (the latter being payable in accordance with the Memorandum of Understanding relating to Pay Equity attached as Appendix 1).

Note: Note that Lump Sum Payments for both part-time and casual employees will be based on the greater of actual hours worked over the previous 12 months, or contractual FTE.

Payment of the lump sums will be made as soon as practicable after the MECA comes into force except that employees on leave without pay (including without limitation parental leave) and/or receiving ACC weekly compensation on the ratification date of the new MECA,

and who otherwise meet in full the criteria set out above and will be eligible for the relevant lump sum payments, will receive the payments on written application after they return to work from the relevant period of leave (or in their final pay if they do not return to work).

The lump sum payments will be payable only to employees who –

- (i) Are PSA members and bound by the existing MECA on the date of ratification of this offer; or
- (ii) Become PSA members and are bound by the replacement MECA from the date it becomes effective under clause 1(ii) above (including by way of example those relevant employees who join the PSA during the bargaining fee period); and
- (iii) Have not received a similar lump sum payment under any other terms of settlement or employment agreement.

For the avoidance of doubt, the lump sum payments will only be paid to members of the PSA covered by this MECA. They will not be paid to any employee who pays a bargaining fee under clause 36 of the replacement MECA.

3. Memorandum of Understanding regarding Pay Equity

Immediately on signing these Terms of Settlement, the parties will sign the Memorandum of Understanding relating to Pay Equity in the form attached as Appendix 1.

4. Pay Scale Changes

- (i) All current pay rates shall be increased by \$5800 with effect from 1 September 2021. The increase is a combination of a \$1800 funded out of DHBs Operating Budget and a further \$4000 as an interim pay equity payment (the latter being payable in accordance with the Memorandum of Understanding relating to Pay Equity attached as Appendix 1).

- (ii) Mental Health Assistant Pay Scale -

Step one of the Salary Scale for Mental Health Assistants (MH1) shall be deleted and all employees who are on MH1 salary step shall move to MH2 salary step from 1 September 2021. The current step six (MH6) shall be renumbered as step 5 (MH5) and become an automatic step effective from 1 September 2021. Employees who have been on the current step 5 for 12 or more months as at 1 September 2021 shall automatically progress to on to the new step 5 (previous step 6). All other employees shall progress to the new step 5 once they have completed 12 months on new step 4.

5. Mental Health and Public Health Workload and Staffing Steering Committee

The DHBs acknowledge that:

- (a) each DHB must have sufficient experienced resources available to meet short notice staffing shortfalls.
- (b) the implementation of Care Capacity Demand Management (hereafter CCDM) within Mental Health and Addictions and Public Health nursing is not well developed, is limited to inpatient settings and does not effectively alleviate staffing and acuity issues in mental health, addictions and public health nursing.

As such the establishment of the Mental Health and Public Health Workload and Staffing Steering Committee as set out in clause 31.8 of the new MECA and commencement of its work are priorities.

6. Establishment of Nursing and Midwifery Workforce Group

The DHBs and PSA will work together with other unions to establish a multi-union Nursing and Midwifery Workforce Group with a dedicated mental and public health nursing workstream where DHBs and the unions representing nurses can take a whole of workforce approach and work together to prioritise and progress issues of significance to the nursing workforce.

The DHBs envisage this will address matters of significance to all nursing, including mental health and public health nursing workforces, including a review of system-wide workforce matters (which address system-level changes including improvement in governance mechanisms to improve system-wide trust with a view to PSA direct participation in any equivalent of a Nursing Accord).

The following nursing-wide initiatives will be initiated as part of this settlement:

- (i) **Recruitment Program** - the Ministry of Health will initiate as soon as practicable a significant recruitment campaign designed to further support safe staffing initiatives.
- (ii) **Minister to commission independent evaluation of CCDM implementation & effectiveness** – to be carried out with support from the Ministry of Health. The Minister and the Head of HealthNZ will consider & respond to relevant findings. The PSA and DHBs will be invited to participate in the work which will look at DHBs where:
 - (a) CCDM has been implemented and is working well and examine why this is and what the benefits are
 - (b) CCDM has been implemented and is not working well and examine why this is and what the impacts are
 - (c) CCDM hasn't been implemented and examine what the issues and barriers to implementation
- (ii) **CCDM Progression Fund** - the Ministry of Health and DHBs have agreed to establish as soon as possible a one-off CCDM Implementation Enhancement Fund of \$5m, jointly funded by the Ministry and DHBs. The fund will be overseen by the SSHW Governance Group, with a focus on making timely investment decisions to enable faster and effective progress with implementation of CCDM. A key first initiative will be to provide a status update on the progress of CCDM implementation at each DHB, to develop and agree funding initiatives that progress CCDM implementation and positively impact the situation of frontline staff.

7. Miscellaneous

7.1 Family Violence Leave

All DHBs who do not have policies relating to the entitlements of, and support to be provided to, the victims of and supporters of the victims of, Family Violence will have these finalised and implemented by 31 December 2021.

7.2 Other Settlements

Where the PSA represents a group that is the same or similar to an occupational/professional group covered by another health sector MECA bargaining, and that other group arrives at a subsequent settlement that is materially different to the settlement agreed with the PSA, the parties agree to meet and discuss the impact of that settlement. This meeting may result in a proposal to vary the relevant Agreement.

7 Changes to clauses

Clause No	Clause Title	Change
9.1	Term	<p><i>Delete clause 9.1 in its entirety and replace it with the following clause:</i></p> <p>9.1 <i>The term of the MECA is from 15 December 2020 –to 15 March 2023.</i></p> <p>9.2 <i>The MECA comes into effect on 1 September 2021 (subject to the parties completing the required bargaining fee processes under Part 6B of the Employment Relations Act 2000) for the following clauses relating to:</i></p> <ul style="list-style-type: none">• <i>changes to salary scales</i>• <i>Authorised Officers</i>• <i>Night rates</i>• <i>Higher Duties Allowances</i>• <i>Sick leave</i>• <i>Injuries suffered during restraint</i>• <i>Parental leave</i>• <i>Professional Association Fees</i>• <i>Professional Development Leave</i>• <i>Recognition of <u>Huarahi Whakatū</u></i>• <i>Nurse Practitioner Professional Development</i>• <i>Legal representation at coronial inquest</i>• <i>Clothing Allowance – Public Health Nurses</i>

12	Salaries (Auckland MECA)	<p>Amend the pay scales set out below in Schedule 2 through the addition of an \$1,800 gross annual increase on the base rates, and a \$4,000 increase in the gross annual base salary component of the interim pay equity payment.</p> <p>12.3 Salary Scale for Mental Health Assistants</p> <ul style="list-style-type: none"> • Delete Step One of the Salary Scale for Mental Health Assistants (MH1), with all employees on MH1 to move to MH2 from the effective date the new MECA comes in to effect. • Replace the 'M' on salary scale (MH6) with an 'A'. • Delete all references to the Merit Step including the explanatory Note.
14.6.2	Night Rates (Auckland MECA only)	14.6.2.3 – delete “...subject to a maximum rate as per the schedule below” and the table that follows.
17	Higher Duties Allowance	<p>Amend to read as follows – noting:</p> <ul style="list-style-type: none"> - current sub-clause 17.2 is unchanged - current sub-clause 17.3 is renumbered to become sub-clause 17.2 - current sub-clause 17.2 is renumbered to become sub-clause 17.3 and is amended <p>17.1 <i>A higher duties allowance shall be paid to an employee who at the request of the employer is substantially performing the duties and carrying the responsibilities of a position or grade higher than the employee’s own.</i></p> <p>17.2 <i>Where an employee performs the duties of the higher position for more than five consecutive days, the allowance payable shall be the difference between the current salary of the employee acting in the higher position, and the minimum salary the employee would receive if appointed to the higher position.</i></p> <p>17.3 <i>Except as provided for above, where an employee performs the duties and carries the responsibilities of a position higher than the employee’s own on a shift by shift basis, that will be recognised by way</i></p>

		<p><i>of a \$24 per day allowance (provided a minimum of 8 consecutive hours of qualifying service is worked per day/shift).</i></p> <p><i>It is recognised that on a day/shift basis, an employee performing these responsibilities may not fulfill all the substantive duties of a higher position.</i></p>
18.2	Authorised Officer	<p>Amend the title to clause 18 to read: “ Duly Authorised Officers and Authorised Officers” and amend the index accordingly:</p> <p>Insert the following new clause as clause 18.2 after clause 18.1:</p> <p><i>18.2 Authorised Officer means an employee appointed to undertake the Authorised Officer role and function as defined in s91 (Authorised Officers) of the Substance Addiction (Compulsory Assessment and Treatment) Act 2017.</i></p> <p><i>Employees who are designated as Authorised Officers shall receive a \$2,500 annual allowance payable fortnightly. The allowance will be paid pro rata for part time staff. Those employees already in receipt of a higher allowance as at 1 September 2021 will be entitled to continue to receive the higher allowance.</i></p>
22	Sick Leave	<p>Immediately under the title “22.0 Sick Leave” insert the following paragraph:</p> <p><i>“The parties recognise that changes to the Holidays Act 2003 impact on the sick leave provisions in this Agreement, and where that is the case the Holidays Act 2003 applies. The parties agree that any leave provisions set out in this Agreement impacted by any such change may be varied by written agreement between PSA and the DHBs during the term.”</i></p> <p>In clause 22.9:</p> <ul style="list-style-type: none"> • At the end of the first bullet after “duties”, add “;or”

		<ul style="list-style-type: none"> At the end of the second bullet after “pay.”, add “Such leave shall not be a charge against the employee’s sick and domestic leave entitlement.”
22.16	Injuries suffered during restraint	<p>In clause 22.16.2(ii):</p> <p>Delete “from 29 October 2018,”</p> <p>After “workplace assault”, add “(including without limitation injuries suffered during restraint of a patient)”.</p>
25	Parental Leave	<p>Add the following note to the end of clause 25.2</p> <p><i>Note: Whāngai arrangements are included in situations where the employee becomes a primary carer for one or more children.</i></p> <p>Add the following note to the end of clause 25.4:</p> <p><i>Note: Whāngai arrangements are included as primary care placements for the purposes of this clause.</i></p>
26	Family Violence Support	<p>Add a new clause 27 as follows and re-number subsequent clauses</p> <p><i>27 The employer is committed to supporting staff who experience family violence, and staff seeking to address their issues with violence as and when occurrence of the violence is raised with the employer.</i></p> <p><i>Employees affected by family violence have rights under the Employment Relations Act 2000, Holidays Act 2003 (relating to Family Violence Leave (ss72A – 72)) and Human Rights Act 1993.</i></p> <p><i>In addition, any staff member experiencing family violence should talk to their manager or Human Resources Department regarding the support available under the DHB’s Family Violence (or equivalent) policy.</i></p>
29.3	Professional Development Leave	<ul style="list-style-type: none"> Insert new clause 30.3 (and re-number the following clauses accordingly) as follows: <p>30.3 Professional Development Leave</p>

		<p><i>The employer shall grant professional development leave of at least 32 hours per calendar year for full time employees (pro rated to no less than 8 hours per calendar year for part time employees) who are registered or enrolled Nurses. This leave is to enable employees to complete qualifications, to attend courses and to undertake research or projects that are relevant to the employer and which facilitate the employee's growth and development. At least 8 hours per calendar year shall be available for Mental Health Assistants. Prior approval of the employer must be obtained.</i></p> <p><i>30.3.1 Paid leave to meet organisational and service requirements, and those professional competency requirements not otherwise addressed in this clause, shall be granted in addition to the above provisions. The employer will meet any associated costs.</i></p> <p><i>30.3.2 Professional development leave will be granted at T1 rate and shall not accumulate from one year to the next.</i></p> <p><i>30.3.3 Any claim for expenses must be approved in advance and will be considered on a case by case basis.</i></p> <p><i>30.3.4 Study days required for participation in the Nursing Advanced Choice of Employment (ACE) and New Entry to Speciality Practice (NESP) Programmes are in addition to those stated above.</i></p> <p><i>30.3.5 Staff working on preparing a portfolio, obtaining or maintaining skill levels associated with the Professional Development and Recognition Programme are entitled to additional leave in order to undertake research or study associated with meeting the PDRP requirements (as per clause 30.4.4 below).</i></p> <p><i>30.3.6 Where professional development leave entitlements are provided elsewhere in this document and its appendices those entitlements will be inclusive of and not in</i></p>
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		<i>addition to the entitlements provided in clause 30.3 above.</i>				
29.3.4	Recognition of <u>Huarahi Whakatū</u>	<ul style="list-style-type: none"> • Renumber the old clause 29.3.4 as 30.3.5 • Insert the following as a new clause 30.3.4: <p><u>30.3.4 Huarahi Whakatū</u> <i>The employer recognises Huarahi Whakatū Māori PDRP as a legitimate programme endorsed by the Nursing Council that supports the Māori Nursing workforce covered by this MECA.</i></p> <table> <tr> <td><i>Puna Rahi</i></td> <td><i>\$4,500</i></td> </tr> <tr> <td><i>Puna Whakatau</i></td> <td><i>\$3,000</i></td> </tr> </table> <p><i>Māori nurses who have previously completed their PDRP can transfer to Huarahi Whakatū if they wish to.</i></p>	<i>Puna Rahi</i>	<i>\$4,500</i>	<i>Puna Whakatau</i>	<i>\$3,000</i>
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<i>Puna Whakatau</i>	<i>\$3,000</i>					
29.4	Nurse Practitioner Professional Development	<p>Insert a new clause 30.5 after the new clause 30.4:</p> <p><i>30.5. Nurse Practitioners shall be entitled to an annual \$5,000 Professional Development Allowance to support appropriate professional development opportunities. This Allowance may be accrued for up to 2 years (\$10,000). Such opportunities will be discussed between the Nurse Practitioner and their line manager. At Auckland DHB, the Professional Development entitlement shall accrue for up to three years.</i></p>				
29.5	Professional Association Fees	<p>Amend clause 30.7.1 (formerly clause 29.5.1) as follows</p> <ul style="list-style-type: none"> • Delete the whole table under clause 29.7.1.3 (formerly clause 29.5.1.3) 				
30	Legal representation at coronial inquest	<p>Replace title to clause 31 with “Indemnity and Coronial Inquest Support”</p> <p>Insert a new sub-clause as follows</p> <p>“31.4 In addition to the above, employees who are appearing at a coronial inquest, if</p>				

		required shall be provided the same support as set out in clause 30.1 above
31.8	Mental Health and Public Health Workload and Staffing Steering Committee	<p>Insert a new clause 31.8 as follows:</p> <p>31.8 Mental Health and Public Health Workload and Staffing Steering Committee</p> <ol style="list-style-type: none"> 1. The parties agree to establish a Mental Health and Public Health Workload and Staffing Steering Committee as soon as practicable and in accordance with the Terms of Reference attached to these Terms of Settlement as Appendix 2 2. The DHBs agree to resource, sponsor and promote (through the governance of this Steering Committee where appropriate) the following collaborative projects with PSA. All projects and workstreams will include delegate leadership and member participation and will be established by 30 November 2021: <ol style="list-style-type: none"> (a) A workstream will be established to commence and implement the processes in DHBs which deliver the obligations under clause 31.7 of the MECA. The workstream will include focus on Variance Response Management (hereafter VRM) and other responses particular to mental health and public health settings which may or may not have CCDM or TrendCare mechanisms operating. (b) A joint Anti-Violence Working Group will be established between DHBs and PSA (including terms of reference) as a priority, focusing on reducing violence towards employees by patients and public (c) A Mental Health and Addictions Employee Retention Focus Group will be established to work primarily on how to retain experienced and qualified employees in Mental Health

		and Addictions workplaces (and will also have oversight on the recruitment initiatives sponsored by the Ministry of Health).												
32 Auckland MECA	Clothing Allowance	<ul style="list-style-type: none"> In Appendix 3, under A Civilian Clothing Allowance make the following changes – Delete the table and replace it with the following table <table border="1"> <thead> <tr> <th>DHB</th> <th>Clothing Allowance</th> </tr> </thead> <tbody> <tr> <td>Waitematā DHB Mental Health Nurses</td> <td>\$3.04 per day</td> </tr> <tr> <td>Counties-Manukau Mental Health Nurses</td> <td>\$3.19 per day</td> </tr> <tr> <td>Auckland Mental Health Nurses</td> <td>\$3.15 per day</td> </tr> <tr> <td>Auckland, Counties-Manukau and Waitematā Public Health Nurses</td> <td>\$3.42 per day</td> </tr> </tbody> </table>	DHB	Clothing Allowance	Waitematā DHB Mental Health Nurses	\$3.04 per day	Counties-Manukau Mental Health Nurses	\$3.19 per day	Auckland Mental Health Nurses	\$3.15 per day	Auckland, Counties-Manukau and Waitematā Public Health Nurses	\$3.42 per day		
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Auckland, Counties-Manukau and Waitematā Public Health Nurses	\$3.42 per day													
36	Bargaining Fee	<p>Add immediately before clause 36.1 the following sentence :</p> <p><i>“An affected employee’s terms and conditions of employment comprise the terms and conditions of employment contained in this Agreement”.</i></p> <p>Delete clause 36.1.1 (now numbered 37.1.1) and replace it with the following:</p> <p><i>The “bargaining fee” shall be set at the following rates:</i></p> <table border="1"> <thead> <tr> <th><u>Gross annual salary</u></th> <th><u>Fees per fortnight</u></th> </tr> </thead> <tbody> <tr> <td><i>Up to \$19,628</i></td> <td><i>\$4.40</i></td> </tr> <tr> <td><i>\$19,629 - \$42,744</i></td> <td><i>\$8.90</i></td> </tr> <tr> <td><i>\$42,745 - \$54,999</i></td> <td><i>\$15.40</i></td> </tr> <tr> <td><i>\$55,000 - \$74,999</i></td> <td><i>\$18.20</i></td> </tr> <tr> <td><i>\$75,000 - \$99,999</i></td> <td><i>\$20.00</i></td> </tr> </tbody> </table>	<u>Gross annual salary</u>	<u>Fees per fortnight</u>	<i>Up to \$19,628</i>	<i>\$4.40</i>	<i>\$19,629 - \$42,744</i>	<i>\$8.90</i>	<i>\$42,745 - \$54,999</i>	<i>\$15.40</i>	<i>\$55,000 - \$74,999</i>	<i>\$18.20</i>	<i>\$75,000 - \$99,999</i>	<i>\$20.00</i>
<u>Gross annual salary</u>	<u>Fees per fortnight</u>													
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		\$100,00 and over	\$21.50
Delete sub-clause 36.1.3(b) and renumber the sub-clauses that follow .			
In clause 36.4 delete "14 December 2020" and replace with "15 March 2022".			

Pay schedule

APPENDIX 1 – REVISED SALARY TABLES AND SCALES

12.1 Salary Scale for Mental Health Inpatient Nurses

	Current	MECA Adjustment 1/09/21	Pay Equity Adjustment 1/09/21	Base Rates 1/09/21	PDRP	
Step 7	77,386	79,186	83,186	83,186	P	A
Step 6	75,132	76,932	80,932	80,932	P	A
Step 5	72,945	74,745	78,745	78,745	P	A
Step 4	65,652	67,452	71,452	71,452	P	A
Step 3	62,138	63,938	67,938	67,938	P	A
Step 2	58,491	60,291	64,291	64,291	P	A
Step 1	54,034	55,834	59,834	59,834		A

A = Automatic step

P = PDRP can be accessed

12.2 Salary Scale for Mental Health Enrolled Nurses

	Current	MECA Adjustment 1/09/21	Pay Equity Adjustment 1/09/21	Base Rates 1/09/21	PDRP	
Step 4	57,047	58,847	62,847	62,847	P	A
Step 3	55,385	57,185	61,185	61,185	P	A
Step 2	51,333	53,133	57,133	57,133	P	A
Step 1	48,632	50,432	54,432	54,432	P	A

A = Automatic step

P = PDRP can be accessed

12.3 Salary Scale for Mental Health Assistants

	Current	MECA Adjustment 1/09/21	Pay Equity Adjustment 1/09/21	Base Rates 1/09/21	
Step 5	54,810	56,610	60,610	60,610	A
Step 4	53,214	55,014	59,014	59,014	A
Step 3	49,905	51,705	55,705	55,705	A
Step 2	46,121	47,921	51,921	51,921	A
Step 1	42,568	44,368	48,368	48,368	A

A = Automatic step

12.4 Salary Scale for Community Mental Health and Public Health Nurses

	Current	MECA Adjustment 1/09/21	Pay Equity Adjustment 1/09/21	Base Rates 1/09/21	PDRP	
Step 8	83,712	85,512	89,512	89,512	P	*
Step 7	78,993	80,793	84,793	84,793	P	*
Step 6	77,443	79,243	83,243	83,243	P	A
Step 5	72,945	74,745	78,745	78,745	P	A
Step 4	65,652	67,452	71,452	71,452	P	A
Step 3	62,138	63,938	67,938	67,938	P	A
Step 2	58,491	60,291	64,291	64,291	P	A
Step 1	54,034	55,834	59,834	59,834	P	A

* = Progression to this step shall occur on the basis of satisfactory performance

A = Automatic step

P = PDRP can be accessed

12.5 Salary Scale for Mental Health and Public Health Senior Nurse

		Current	MECA Adjustment 1/09/21	Pay Equity Adjustment 1/09/21	Base Rates 1/09/21	
Grade 8	Step 4	130,653	132,453	136,453	136,453	M
	Step 3	120,938	122,738	126,738	126,738	M
	Step 2	115,026	116,826	120,826	120,826	*
	Step 1	109,116	110,916	114,916	114,916	
Grade 7	Step 3	112,389	114,189	118,189	118,189	M
	Step 2	106,938	108,738	112,738	112,738	*
	Step 1	103,596	105,396	109,396	109,396	

Grade 6	Step 3	110,146	111,946	115,946	115,946	*
	Step 2	103,596	105,396	109,396	109,396	*
	Step 1	100,256	102,056	106,056	106,056	
Grade 5	Step 3	106,703	108,503	112,503	112,503	*
	Step 2	100,256	102,056	106,056	106,056	*
	Step 1	96,910	98,710	102,710	102,710	
Grade 4	Step 3	101,541	103,341	107,341	107,341	*
	Step 2	95,241	97,041	101,041	101,041	*
	Step 1	91,899	93,699	97,699	97,699	
Grade 3	Step 3	96,378	98,178	102,178	102,178	*
	Step 2	90,230	92,030	96,030	96,030	*
	Step 1	86,887	88,687	92,687	92,687	
Grade 2	Step 3	85,375	87,175	91,175	91,175	A
	Step 2	81,322	83,122	87,122	87,122	A
	Step 1	79,760	81,560	85,560	85,560	A

A = Automatic step

M = Merit

* = Progression to this step shall occur on the basis of satisfactory performance

Progression on Merit Steps

The top steps of grades 7 and 8 as denoted by "M" are merit steps. Progression or access will be determined by the DHBs in consultation with the employee, and merit criteria shall be established for progression as part of an annual performance review.

Movement to the next higher grade in the senior salary grades shall only occur with a change in position or at the discretion of the DHB.

12.6 Salary Scale for Nurse Practitioners

		Current	MECA Adjustment 1/09/21	Pay Equity Adjustment 1/09/21	Base Rates 1/09/21
Grade 8	Step 4	130,653	132,453	136,453	136,453
	Step 3	120,938	122,738	126,738	126,738
	Step 2	115,026	116,826	120,826	120,826
	Step 1	109,116	110,916	114,916	114,916

Progression: Movement through each step in the Nurse Practitioner scale shall, subject to satisfactory performance, be on the annual anniversary date of appointment to the Nurse Practitioner position.

APPENDIX 1 –DRAFT MEMORANDUM OF UNDERSTANDING FOR INTERIM PAY EQUITY PAYMENT

MEMORANDUM OF UNDERSTANDING

Interim Pay Equity Payments

BETWEEN

Auckland District Health Board

Waitemata District Health Board

Counties-Manukau District Health Board

hereinafter referred to individually as the “employer” and collectively as “the DHBs”.

AND

The Public Service Association referred to as “PSA” or the “union”.

Background

The DHBs are offering a pay equity partial payment as set out in this Memorandum of Understanding (“interim pay equity payment”) to nursing members covered by the DHB PSA Mental Health and Public Health Nursing (Rest of NZ) Multi-employer Collective Agreement (the MECA), as part of its offer of settlement of the MECA itself.

This Memorandum of Understanding is conditional upon the Terms of Settlement between the parties dated 26 August 2021 (and subject at all times to the offer of settlement of the MECA set out in that Terms of Settlement (including this Memorandum of Understanding)) being ratified by the required majority of PSA members. Immediately upon notification by PSA that ratification has not occurred, or on written notice from DHBs to PSA served at any time after 1700 on 26 September 2021, this Memorandum of Understanding shall be unenforceable and of no further effect.

Purpose

The purpose of this Memorandum of Understanding is to set out the terms and eligibility criteria of the interim pay equity payment, which will be made subject to all conditions being met in any individual circumstance, and subject to the offer of settlement of the MECA (of which this memorandum of understanding forms part) being ratified as specified above.

Roles

The district health boards (DHBs) are responsible for providing or funding the provision of public health services, to improve, promote and protect the health of people and communities in their district.

PSA is committed to the representation of members and the promotion of nursing. PSA embraces Te Tiriti O Waitangi and works to improve the health status of all peoples of Aotearoa New Zealand through participation in health and social policy development.

Outcomes

Subject to the DHBs' offer of settlement of the MECA (including this Memorandum of Understanding) being ratified, the desired outcomes of this memorandum are:

- a. To provide the PSA mental health and public health nursing workforces with acknowledgement from the DHBs that they have been subject to historical sex-based undervaluation; and
- b. To provide eligible PSA mental health and public health nursing members with a partial payment (through the base salary adjustment and lump sum payments specified below) towards any final pay equity settlement that is yet to be determined, while the parties continue in partnership to progress the pay equity claim process to determine the extent of sex-based undervaluation, and to settle the pay equity claim.

Agreement

The DHBs and PSA agree to the following terms and eligibility criteria for the interim pay equity payment:

- Base salary adjustment - effective 1 September 2021 all base salary rates increase by \$4,000 gross per annum.

The quantum of this increase recognises the importance of maintaining the integrity of the pay equity process, ensuring this work is done correctly and that over correction is avoided. Once the pay equity settlement is agreed, if over correction does occur the over corrected base pay rates will be maintained at their increased level until such time as agreed pay equity base rate adjustments exceed that base rate.

- A one-off pay equity lump sum payment of \$6,000 gross pro-rated by FTE and service (for those with less than 12 months service on 16 September 2021 for all full-time, part-time and casual enrolled nurses, nurse practitioners, mental health assistants (including psychiatric assistants, healthcare assistants and support workers working within a mental health setting and working under the direction of registered nurses), registered nurses and senior nurses covered by this MECA.:

Note: Note that Lump Sum Payments for both part-time and casual employees will be based on the greater of actual hours worked over the previous 12 months, or contractual FTE. Payment of the lump sums will be made as soon as practicable after the MECA comes into force except that employees on leave without pay (including without limitation parental leave) and/or receiving ACC weekly compensation on the ratification date of the new MECA, and who otherwise meet in full the criteria set out above and will be eligible for the relevant lump sum payments, will receive the payments on written application after they return to work from the relevant period of leave (or in their final pay if they do not return to work).

The lump sum will be payable only to employees who –

- (a) Are PSA members and bound by the existing MECA on the date of ratification of this offer; or*
- (b) Become PSA members and are bound by the replacement MECA from the date it becomes effective (including by way of example those relevant employees who join the PSA during the bargaining fee period); and*
- (c) Have not received a similar lump sum payment under any other terms of settlement or employment agreement.*

For the avoidance of doubt, the lump sum payment will only be paid to members of the PSA covered by this MECA and will not be paid to any employee who pays a bargaining fee under clause 36 of the replacement MECA.

Once settlement of the pay equity claims is agreed, they will have an effective date of 31 December 2019. Workers covered by the pay equity claim(s) may be entitled to back pay to 31 December 2019, or their start date (whichever is the later) with the final back pay (“PE backpay”) amount calculated individually for each employee.

The pay equity lump sum payments and the pay equity base salary adjustments are agreed by the parties as instalments made in advance of the PE backpay and will be deducted from the PE backpay owed to employees covered by the claim.

Offset of pay equity payment from PE backpay

The pay equity lump sum payments, the pay equity base salary adjustment and any Additional PE Lump Sum (paid in accordance with the provisions below) will be offset from the PE backpay owed to employees covered by the claim as follows.

The amount(s) to be offset are the gross values of:

- The \$6000 pay equity lump sum payment; plus
- The increased gross earnings (including overtime, penal and other base-related payments resulting from the pay equity salary adjustment) received since 1 September 2021 and up to the date on which the new pay equity rate is first implemented; plus
- Any Additional PE Lump Sum (paid in accordance with the provisions below)

DHBs have agreed not to recover from individual employees the amount by which any pay equity lump sum payment or increased gross earnings resulting from the pay equity adjustment exceeds the value of the final PE backpay.

Timing

The parties have agreed and commit to the timely commencement and completion of bargaining to settle the claims. Subject to the best efforts of all parties, settlement of the claims will be agreed by 30 November 2021.

In recognition of the impact on PSA member claimants if a settlement is not agreed by 30 November 2021, DHBs will pay an additional \$1,000 lump-sum payment (Additional PE Lump Sum) pro-rated by FTE for all full-time, part-time and casual enrolled nurses, nurse practitioners, mental health assistants (including psychiatric assistants, healthcare assistants and support workers working within a mental health setting and working under the direction of registered nurses), registered nurses and

senior nurses and who are covered by the PSA MECA and are members of PSA on 30 November 2021.

Communications

The DHBs will communicate to employees covered by the new MECA, and PSA will communicate to its members, that:

1. the interim pay equity payments are being offered in advance of the pay equity claim settlement, and
2. the amount received by each employee will be deducted from the gross PE back pay that the employee becomes entitled to once the pay equity claim settlement is achieved.

Bargaining Fee Payers

Bargaining fee payers are not PSA members, and therefore will not be eligible for this pay equity lump sum payment but will be eligible to receive the pay equity adjustment to base rates and the full pay equity settlement once the claim process is completed.

Other commitments

In addition to the lump part sum payment outlined above, the DHBs commit to:

- a. continue to work in partnership with PSA and the other relevant parties to progress the pay equity claim.
- b. the effective date of the settlement of the pay equity claim remaining as 31 December 2019.

Next Steps – Progressing the claim

Further work is required to identify the value (or quantum) of the sex-based undervaluation, and the parties are continuing this pay equity claim process to determine the extent of sex-based undervaluation. Following this, the next step is for the parties to commence bargaining to settle the pay equity claim.

Applying the interim pay equity payment to PSA members is not intended to disadvantage other employees covered by the claim. The parties acknowledge that other employees covered by the claim may also receive a pay equity payment prior to the eventual settlement of the claim.

The parties jointly agree and commit to the timely commencement and completion of bargaining for settlement of the Nursing pay equity claims (the claims). To ensure prompt settlement of these claims pay equity bargaining will commence as soon as possible in August 2021.

Problem Resolution

Should it become valid and enforceable, all disputes and differences between the parties in relation to the interpretation or performance of this memorandum of understanding shall be settled in the first instance by discussions between the parties.

If this does not resolve the dispute the parties will enter a mediation process with a mediator agreed by both parties.

Variation

This Memorandum of Understanding can only be modified by a written agreement duly signed by persons authorised to sign agreements on behalf of the DHBs and the PSA

Term

Should it become valid and enforceable, this memorandum of understanding will terminate on when the DHBs and PSA reach an agreed settlement to the claim.

Confidentiality

Information that is exchanged shall be treated as confidential for use of the participating parties only and should not be released without prior written approval from the other party.

Financial Responsibilities

Each participating party will bear the costs it incurs in relation to entering into, and if relevant, enforcing, this memorandum of understanding.



.....
Ashok Shankar
Advocate for PSA

Date: 26 August 2021



.....
Dale Oliff
Chief Executive, Wairarapa District Health Board
Lead CE Nursing
On behalf of the 16 DHBs

Date: 26 August 2021

APPENDIX 2

TERMS OF REFERENCE - Mental Health and Public Health Workload and Staffing Steering Committee

1. GENERAL

- a) These terms of reference set out the membership, purpose, responsibilities and reporting arrangements of the Mental Health and Public Health Workload and Staffing Steering Committee (“Steering Committee”).
- b) The Steering Committee’s primary purpose is to create a national forum covering both MECAs and all DHBs to oversee compliance by DHBs of their obligations under clause 31.7.
- c) The Steering Committee will oversee key agreed projects, including priority projects to:
 - i) implement clause 31.7 of the MECAs on workload management (following the principles attached as Annex 1),
 - ii) reduce violence towards staff, and
 - iii) look at ways to retain experienced and qualified staff in mental health and addictions.

2. SPONSORS, MEMBERSHIP AND QUORUM

- a) The Sponsors of the Steering Committee shall be Fiona Dugan (“DHBs’ Sponsor”) and National Secretary of PSA (“PSA Sponsor”) (together “the Sponsors”). Any replacement DHB Sponsor shall be appointed by the DHBs CE forum. Any replacement PSA Sponsor shall be appointed by the General Secretary of PSA.
- b) The composition of the Steering Committee shall be as follows: (or as otherwise agreed by the Sponsors):
 - i) DHB Management appointees – the following as appointed in writing by the DHBs’ Sponsor (following consultation with the PSA Sponsor) :
 - (1) One GM HR from a DHB
 - (2) One GM Operations from a DHB
 - (3) One Director of Nursing from a DHB
 - (4) One Chief Operating Officer from a DHB
 - (5) One Employment Relations Manager from a DHB
 - ii) PSA appointees - the following as appointed in writing by the PSA Sponsor (following consultation with the DHBs’ Sponsor)
 - (1) Five PSA delegates (of whom at least one is a Māori representative)
 - (2) 2 PSA officials
- c) The quorum shall be 3 DHB Management Appointees and 3 PSA Appointees (at least one of whom is a PSA Official).
- d) A Chair or Co-Chairs of the Steering Committee shall be appointed from time to time by the Steering Committee by consensus.
- e) Secretarial services (including for example the preparation of agendas and minutes of meetings) shall be provided by the DHBs

3. ATTENDANCE

- a) Other individuals may be invited to attend if specific specialist advice is required.
- b) Other colleagues from supporting organisations may be invited to attend where appropriate.

4. FREQUENCY OF MEETINGS

- a) The Steering Committee will meet every 6 weeks, at least 3 meetings each year should be face to face. The chair may call additional meetings as necessary.

- b) If a designated member is unable to attend, they should endeavour to send a representative in their place.
- c) Members may be contacted in between the formal meetings, if there are urgent matters to discuss.

5. REPORTING

- a) The Steering Committee will report to the Sponsors who may attend the face to face meetings.
- b) Quarterly written reports will be provided by the Chair (or Co-Chairs) to the Sponsors

6. RESOURCING

The DHBs shall provide adequate resourcing to the Steering Committee to ensure its effectiveness including without limitation paid delegate release and access to the following resources:

- a) Data analysis
- b) Rostering expertise
- c) CCDM knowledge
- d) Relevant Health and Safety expertise including access to the Health and Safety National Managers Forum
- e) ACC expertise

7. GROUND RULES

- a) Requests for Agenda items should be sent to the Chair (or Co-Chairs) a minimum of two weeks in advance. The Chair (or Co-Chairs) will decide when and if items can be added, depending on previous commitments and time restraints.
- b) An approved agenda and papers will be circulated by email to all members five working days in advance of meetings taking place.
- c) Minutes from the previous meeting will be circulated to all members no later than 15 working days after the meeting.
- d) To ensure that meetings run smoothly and effectively, members will be expected to adhere to the following rules:
 - i) Members will read circulated reports and other materials in advance of meetings
 - ii) Discussions should follow planned agendas
 - iii) Decisions shall be made by consensus
 - iv) Identify actions that result from discussions and commit to following through those actions

8. CONFIDENTIALITY

- a) Documents shall not be shared externally unless expressly stated otherwise.
- b) Members are required to respect confidentiality of specific topics discussed at the meeting as requested by other members.

9. REVIEW DATE

Membership and chairing arrangements will be reviewed annually between the Sponsors. Next Review date will be 1 May 2022 or such other date as agreed by the Sponsors.

ANNEX – Workstream on implementation of clause 31.7 obligations

1. BACKGROUND

- a) There are 2 Multi-Employer Collective Agreements covering Mental Health and Public Health Nursing (“the MECAs”)
 - i) PSA and 3 Auckland Region DHBs – Auckland DHB, Counties-Manukau DHB and Waitemata DHB; and
 - ii) PSA and the following DHBs: Bay of Plenty DHB, Canterbury DHB, Capital and Coast DHB, Hawke’s Bay DHB, Hutt Valley DHB, Lakes District DHB, Midcentral DHB, Nelson Marlborough DHB, Northland DHB, Southern DHB, Tairāwhiti DHB, Taranaki DHB, Waikato DHB, Wairarapa DHB, West Coast SHB and Whanganui DHB
- b) Both MECAs contain the following clause 31.7 :

2. RESPONSIBILITIES

- a) To continue the interest-based process commenced in the 2020/21 bargaining concerning workload and compliance with clause 31.7 and in doing so:
 - i) To develop a workplan that includes milestones and timeframes to deliver clause 31.7.
 - ii) To make recommendations to DHBs and the Sponsors (as set out below) about compliance with clause 31.7.
 - iii) To connect with Area Directors of Mental Health and their equivalents in Public Health concerning their strategies and objectives and in particular the effect on workload and to monitor the delivery of those strategies
 - iv) To gather information and data for the purposes of monitoring compliance with clause 31.7
 - v) In relation to Public Health, given COVID response requirements, to recommend time scales and course of action.
 - vi) To develop guidelines for the resourcing of workplans ensuring that there is adequate workforce representation and time applied to deliver the relevant workplan
 - vii) To consider and recommend methodology to deliver appropriate workload and staffing levels including process, tools, structure, and approach
 - viii) To consider workloads and compliance programmes in particular workplaces, as required
 - ix) To recommend changes to policies and practices in connection with the workplans
 - x) To consider clerical and allied positions in connection with the workplan, in recognition that workload is undertaken by multidisciplinary teams (especially but not only in community mental health settings).

3. PURPOSE

This workstream focusses on the Steering Committee’s primary purpose which is to create a national forum covering both MECAs and all DHBs to oversee compliance by DHBs of their obligations under clause 31.7

In doing so it will:

- i) Enable management and PSA and its delegates to co-ordinate the work of DHBs in complying with clause 31.7
- ii) Recommend approach and methodology to the DHBs, as and when required, to assist with compliance with clause 31.7 of the MECAs and in particular to recommend and

- oversee pilot programmes of work at specified DHBs (to be agreed), for the purpose of developing know-how and methodology which may assist those and other DHBs with compliance. These processes should include an agreed escalation pathway for determining breaches/remedies, which will include an independent panel or reviewer to review the operational circumstances for both the employees and the relevant DHB.
- iii) In relation to compliance with clause 31.7, develop processes to ensure that responses to short staffing address the following principles:
- (1) Every area has a VRM and has a practical VRM escalation plan that is to be implemented once the area has been categorised as under-resourced. These plans are to be developed in collaboration between appropriate managers and PSA delegates, and in conjunction with the provisions of clause 31.7 of the MECA and its appendix.
 - (2) Where possible the VRM is linked across a service and reviewed by the appropriate manager. e.g. acute services manager for acute inpatient and community crisis teams. This will enable a full picture of the area.
 - (3) VRM measures/questions are developed in collaboration between appropriate managers and PSA delegates and must include safety and capacity measures/questions.
 - (4) There will be appropriate education and training of a VRM team (Need to cover a broad range of skills)
 - (5) The VRM Team would be managed through IOCs (Integrated Operational Centres), and deployed according to VRM and ring-fenced for VRM response
 - (6) Short staffing in areas that do not have Trendcare (for example in community and public health settings) will require further work focussing on the identification of short staffing trigger points and the development of 'flow to the need' teams.
 - (7) Focus on the delivery of safe nursing care.
- iv) Oversee and monitor the execution of that workplan during the term of the MECAs
- v) Connect with the Nursing Accord and other professional and workplace forums which are overseeing workload discussions
- vi) Ensure continuity through the Health and Disability Reform and transition to HealthNZ
- vii) Comply with such other purposes as the Sponsors may specify in writing.

DRAFT SIDE LETTER TO DHBS REGARDING PUBLIC HEALTH NURSING CONDITIONS

Public Health Nurses

As part of PSA and DHB nursing bargaining, there was detailed discussion of variations in Public Health Nurses' 'normal' work during the term of this Agreement, resulting predominantly from the global Covid-19 pandemic, but also in some cases in responding to the RSV outbreaks.

The DHBS recognise the impacts of this on the Public Health Nursing workforce which has been at the forefront of the response to these crises, and recognise the contributions they have made.

Each DHB agrees to do an audit of the work undertaken during the above events, to ensure that all relevant terms and conditions contained in the PSA Mental and Public Health Nursing MECAs have been complied with to account for periods where Public Health Nurses have worked differently from their normal hours of work. Those terms and conditions include: minimum breaks (including provisions relating to minimum breaks not taken), meal and rest breaks, overtime and penal time, on call and call back provisions, meal allowance, and shift leave.

The audit will be undertaken in consultation with PSA representatives. Any MECA entitlements which have not been recognised shall be complied with according to the relevant provision.