District Health Boards & NZ Public Service Association
Allied, Public Health & Technical MECAs
“Rest of New Zealand” & Auckland
2018-2020

This document sets out the terms of settlement for the District Health Boards (DHBs) & NZ Public Service Association (PSA) Allied, Public Health & Technical MECAs covering the 17 non-Auckland Region DHBs (the “Rest of New Zealand” or RoNZ MECA) and the three Auckland Region DHBs.

This terms of settlement is subject to:

- Resolution of the identified outstanding issues
- Appropriate approvals processes for both parties

Signatories:

[Signatures]

Ashok Shankar
Advocate for the PSA

Aaron Crawford
Advocate for the DHBs

1. Fair Pay

1.1 Except as otherwise provided in other clauses, the following general adjustments will be made to the salary scales in clause 5:

a) 3.0% with effect from [Monday, 3 September 2018]; and

b) 3.0% with effect from [Monday, 5 November 2018]; and

c) 3.0% with effect from [Monday, 4 November 2019].

1.2 The MECAs will come into force on [tbc] and will expire on 31 October 2020.

1.3 Addressing Low Pay

a) With effect from [Monday, 3 September 2018] Step 1 ($33,152 p.a.) in the following salary scales in the Auckland MECA is deleted:

i. 5.7.1 Allied Health, Public Health & Dental Assistants

ii. 5.7.2 Public Health Assistants

iii. 5.7.3 Pharmacy Assistants

iv. 5.8.1 (c) Anaesthetic / Biomedical, etc Technician Trainees

v. 5.8.11 Assistant Trainees Medical Laboratory Technicians, etc

vi. 5.8.19 (b) Sterile Supply Technicians
vii. 5.8.21 (a) Vision Hearing Testers/Technicians etc (40 hours/week); proportionate change to 5.8.21 (b) scale (37.5 hours/week)

All scales have steps consequentially renumbered and progression ranges restated to reflect new numbering with no change to length of progression scales (except as described elsewhere).

Staff on these steps move to the new step one in the scales and have their anniversary dates for future pay progression reset.

b) In place of the adjustment to salary rates described in 1.1 a) above; the following steps shall be increased to $37,617 p.a. with effect from [Monday, 3 September 2018]:

Rest of New Zealand MECA (current rate and resulting percentage change in brackets)

i. 5.4.5 Level 1, Step 1, Health & Clinical Support Workers & Hauora Māori Workers ($35,713 – 5.3%)

ii. 5.7.1, Step 1, Allied Health, Public Health & Dental Assistants ($35,713 – 5.3%)

iii. 5.7.2, Step 1, Pharmacy Assistants ($35,713 – 5.3%)

iv. 5.8.19 (b), Step 1, Sterile Supply Technicians ($35,713 – 5.3%)

Auckland Region MECA (current rate and resulting percentage change in brackets)

i. 5.4.5 Level 1, Step 1, Health & Clinical Support Workers & Hauora Māori Workers ($35,363 – 6.4%)

ii. 5.7.1, Step 2, Allied Health, Public Health & Dental Assistants ($35,363 – 6.4%)

iii. 5.7.2, Step 2, Public Health Assistants ($35,363 – 6.4%)

iv. 5.7.3, Step 2, Pharmacy Assistant ($35,363 – 6.4%)

v. 5.8.1 (c) Step 2 Anaesthetic / Biomedical, etc Technician Trainees ($36,163 – 4.0%)

vi. 5.8.7 (b) Step 2 ECG Technicians ($36,163 – 4.0%)

vii. 5.8.11, Step 2 Assistant Trainees Medical Laboratory Technicians, etc ($36,163 – 4.0%)

viii. 5.8.16 (c), Step 2, Pharmacy Technician – Trainee ($36,163 – 4.0%)

ix. 5.8.19 (b), Step 1, Sterile Supply Technicians ($35,363 – 4.0%)

x. 5.8.21 (a) Step 2, Vision Hearing Testers/Technicians etc (40 hours/week) ($36,163 – 4.0%); proportionate change to 5.8.21 (b) scale (37.5 hours/week)

E&OE
1.4 Smoothing of Allied Scales [Auckland MECA only]
With effect from [Monday, 3 September 2018]. Steps 2, 3 and 4 of the Allied & Public Health scale (5.2) will be adjusted to “smooth” the value of each automatic progression step. The new rates, including the adjustments in 1.1 above, will be as follows:

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<tr>
<th>Scale/Step</th>
<th>10-Apr-17</th>
<th>Scale/Step</th>
<th>3 Sept 18</th>
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<td></td>
<td>$65,249</td>
<td>5.2 - 5</td>
<td>$67,206</td>
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<tr>
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<td>$58,724</td>
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<tr>
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<td>$55,582</td>
<td>5.2 - 3</td>
<td>$58,495</td>
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<td>5.2 - 2</td>
<td>$52,320</td>
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<td>5.2 - 1</td>
<td>$48,332</td>
<td>5.2 - 1</td>
<td>$49,782</td>
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1.5 Qualification-based starting rates
The following provision for starting rates for those Allied and Public Health professions (and replaces the existing clause 5.2.4 in the Auckland MECA and the individual agreements currently included in side letters for those DHBs covered by the RoNZ MECA.

New clause 5.2.X as follows:

Commencing Salaries
With effect from [3 September 2018] the minimum entry level for disciplines covered by the Allied and Public Health salary scale shall be:

a) Step 1 where the minimum professional requirements is a three or four-year Bachelor’s degree

b) Step 2 where the minimum professional qualification for practice is a Bachelor’s degree plus a one year internship or up to 2 years of graduate qualification

c) Step 3 where the minimum professional qualification for practice is a Bachelor’s Degree and a 2 year graduate or Master’s Degree qualification

The minimum professional requirements are those specified by the relevant registration body. There is no provision for a higher commencing salary for individuals holding a higher qualification than the minimum professional requirement.

This clause shall have no retrospective effect.

1.6 Alignment of Degree-Based Professions’ Scales [Auckland MECA only]
With effect from [Monday, 3 September 2018] the automatic salary steps in the following salary scales will be aligned to the Allied & Public Health scale, comprising a reduction in the number of automatic steps from six or seven to five:

a) 5.3 Alcohol & Other Drug Clinicians
b) 5.4.3 Health & Clinical Support Workers & Hauora Māori Workers (Level 3)
c) 5.8.1 Anaesthetic / Biomedical / Neurophysiology / Physiology / Renal Dialysis (aka Clinical Physiologists (Dialysis)) / ICU & PICU Technicians

d) 5.8.3 Biomedical Electrical Technicians (BMET) (Qualified)

e) 5.8.4 Clinical Physiologists

f) 5.8.6 Dental Technicians (3 year Degree Qualified)

g) 5.8.14 Orthotists (3 year Degree Qualified)

h) 5.8.17 Scientific Officers

These changes establish a degree-based occupation pay spine.

All scales will have steps consequentially renumbered and progression ranges restated to reflect new numbering with no change to length of progression scales (except as described elsewhere).

The translations, including the increases in clause 1.1 a) and the “smoothing” in 1.4, will be as follows:

### 5.3 Alcohol & Other Drug Clinicians

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<td>5.3 - 1</td>
<td>$48,332</td>
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</tbody>
</table>

Those employees who were paid on step 5 ($62,247) shall translate to the “new” step 5 ($67,206) at 3 September 2018. This translation shall reset their anniversary date for future salary progression purposes (i.e. they shall be required to complete a further 12 months’ service on this step before being eligible to progress in accordance with the progression provisions below).

### 5.4.3 Health & Clinical Support Workers & Hauora Māori Workers – Level 3

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Those employees who were paid on step 5 ($62,247) shall translate to the “new” step 5 ($67,206) at 3 September 2018. This translation shall reset their anniversary date for future salary progression purposes (i.e. they shall be required to complete a further 12 months’ service on this step before being eligible to progress in accordance with the progression provisions below).
5.8.1 Anaesthetic / Biomedical / Neurophysiology / Physiology / Renal Dialysis (aka Clinical Physiologists (Dialysis)) / ICU & PICU Technicians

b) Technicians

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Those employees who were paid on step 11 ($62,536) or step 9 ($56,792) shall translate to the “new” step 5 ($67,206) or step 4 ($62,850) respectively at 3 September 2018. This translation shall reset their anniversary date for future salary progression purposes (i.e. they shall be required to complete a further 12 months’ service on this step before being eligible to progress in accordance with the progression provisions below).

5.8.3 Biomedical Electrical Technicians (BMET) (Qualified)

b) BMETS

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5.8.4 Clinical Physiologists <excl. Dialysis>

(b) – Clinical Physiologists

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### 5.8.6 Dental Technicians and Clinical Dental Technicians (3 year Degree Qualified)

#### b) Dental Technicians and Clinical Dental Technicians

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</table>

Those employees who were paid on step 11 ($62,536) or step 9 ($56,792) shall translate to the “new” step 5 ($67,206) or step 4 ($62,850) respectively at 3 September 2018. This translation shall reset their anniversary date for future salary progression purposes (i.e. they shall be required to complete a further 12 months’ service on this step before being eligible to progress in accordance with the progression provisions below).

Add “Clinical Dental Technicians” into title.

### 5.8.14 Orthotists (3 year Degree Qualified)

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</table>

Those employees who were paid on step 11 ($62,536) or step 9 ($56,792) shall translate to the “new” step 5 ($67,206) or step 4 ($62,850) respectively at 3 September 2018. This translation shall reset their anniversary date for future salary progression purposes (i.e. they shall be required to complete a further 12 months’ service on this step before being eligible to progress in accordance with the progression provisions below).

### 5.8.17 Scientific Officers

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</table>

Those employees who were paid on step 11 ($62,536) or step 9 ($56,792) shall translate to the “new” step 5 ($67,206) or step 4 ($62,850) respectively at 3 September 2018. This translation shall reset their anniversary date for future salary progression purposes (i.e. they shall be required to complete a further 12 months’ service on this step before being eligible to progress in accordance with the progression provisions below).

1.7 Additional Steps in the Degree-Based Professions’ Scales

The following changes to the automatic progression ranges of the degree-based scales.

a) Two further automatic steps are introduced into the Allied & Public Health Scales in the Rest of New Zealand MECA over the term of the settlement as set out below. The rates of pay include the increases set out in 1.1.

i. A new step 6 of $72,891 introduced with effect from 5 August 2019 (increases to $75,078 with effect from 4 November 2019)

ii. A new step 7 of $77,330 introduced with effect from 4 August 2020

b) Two further automatic steps are introduced into the Allied & Public Health Scales in the Auckland Region MECA over the term of the settlement as set out below. The rates of pay include the increases set out in 1.1.

i. A new step 6 of $72,176 introduced with effect from 5 August 2019 (increases to $74,341 with effect from 4 November 2019)

ii. A new step 7 of $76,571 introduced with effect from 4 August 2020

c) These steps shall also be introduced into the following degree-based scales in both MECAs on the same basis as 1.7(a) or (b) as appropriate:

i. 5.3 Alcohol & Other Drug Clinicians

ii. 5.4.3 Health & Clinical Support Workers & Hauora Māori Workers (Level 3)

iii. 5.8.1 Anaesthetic / Biomedical / Neurophysiology / Physiology / Renal Dialysis (aka Clinical Physiologists (Dialysis)) / ICU & PICU Technicians

iv. 5.8.3 Biomedical Electrical Technicians (BMET) (Qualified)

v. 5.8.4 Clinical Physiologists

vi. 5.8.6 Dental Technicians (3 year Degree Qualified)

vii. 5.8.14 Orthotists (3 year Degree Qualified)

viii. 5.8.17 Scientific Officers

E&OE
d) At the point at which it is introduced, employees who have been on the previous automatic top step of the relevant scale for 12 months or more shall move to the new top step. This translation shall reset their anniversary date for future salary progression purposes (i.e. they shall be required to complete a further 12 months’ service on this step before being eligible to progress in accordance with the relevant progression provisions).

e) The salary scale step numbering shall be consequently amended to reflect additional steps and progression ranges adjusted to reflect the agreed changes.

f) The parties agree that “trainee” Clinical Physiologists who hold a Bachelor Degree shall be placed on scale 5.8.4(b) but progression will be capped at step 2 until they are fully qualified. Add new wording under progression section clause 5.8.4(b) as follows:

From [first Monday after date of settlement], no Clinical Physiologist may progress beyond [step 2] without having completed the requirements of supervised practice and obtained professional certification in accordance with the requirements of the Clinical Physiology Registration Board.

1.8 Additional Progression Step

The following changes to the Additional Progression Step in the degree-based scales.

a) In the Rest of New Zealand MECA, the additional progression step shall be adjusted as follows. The rates of pay include the increases set out in 1.1.

i. From 5 August 2019, the renumbered step 7 of $75,078 will be introduced as the new Additional Progression Step (increases to $77,330 with effect from 4 November 2019)

ii. From 4 August 2020, the renumbered step 8 of $80,292 will become the new Additional Progression Step

iii. <Medical Laboratory Scientists>

iv. In terms of translation:

A. those employees who have spent 12 months or more on the Additional Progression Step shall translate to the new APS step on the date of its introduction. This translation shall reset their anniversary date for future salary progression purposes (i.e. they shall be required to complete a further 12 months’ service on this step before being eligible to progress in accordance with the relevant progression provisions).

B. Those employees who have spent less than 12 months on the current Additional Progression Step shall translate to the new APS step once they have completed 12 months’ service on that step without the need to complete a further APS process.
C. Other staff may access the new Additional Progression Step in accordance with the standard process as set out in clause 5.1.4.

v. Introduce the Additional Progression Step into the Level 3 Health and Clinical Support Workers and Hauora Māori Workers scale with effect from 4 September 2018. Progression to this step shall be in accordance with clause 5.1.4. No individual shall automatically translate onto this step as a result of this change.

vi. Amend clause 5.1.4 a) to include Level 3 Health and Clinical Support Workers and Hauora Māori Workers in the list of salary scales that include the Additional Progression Step.

b) In the Auckland MECA, the additional progression step shall be adjusted as follows. The rates of pay include the increases set out in 1.1.

i. From 5 August 2019, the renumbered step 7 of $74,731 will be introduced as the new Additional Progression Step (increases to $76,751 with effect from 4 November 2019)

ii. From 4 August 2020, the renumbered as step 8 of $79,504 will become the new Additional Progression Step

iii. <medical laboratory scientists & AODC arrangements>

iv. In terms of translation:

A. those employees who have spent 12 months or more on the Additional Progress Step shall translate to the new APS step on the date of its introduction. This translation shall reset their anniversary date for future salary progression purposes (i.e. they shall be required to complete a further 12 months’ service on this step before being eligible to progress in accordance with the relevant progression provisions).

B. those employees who have spent less than 12 months on the current Additional Progression Step shall translate to the new APS step once they have completed 12 months’ service on that step without the need to complete a further APS process.

C. other staff may access the new Additional Progression Step in accordance with the standard process as set out in clause 5.1.4.

v. Introduce the Additional Progression Step into the Level 3 Health and Clinical Support Workers and Hauora Māori Workers scale with effect from 4 September 2018. Progression to this step shall be in accordance with clause 5.1.4. No individual shall automatically translate onto this step as a result of this change.

vi. Amend clause 5.1.4 as follows

5.1.4 Additional Progression Step
a) The following salary scales have an additional progression step:

- Allied & Public Health,
- Alcohol & Other Drug Clinicians,
- Level 3 Health & Clinical Support Workers/Hauora Māori Workers
- Anaesthetic/ Biomedical etc Technicians,
- Biomedical Electrical Technicians (BMET),
- Clinical Physiologists,
- Dental Technicians and Clinical Dental Technicians,
- Medical Laboratory Scientists, and
- Orthotists (3 year degree qualified).

The additional progression is intended to reflect and value the professional/technical skills and personal attributes of an Experienced Practitioner in contributing to improving health outcomes. It is distinct from the CASP/Technical Merit processes that have a more specific focus and a higher level of expectation of advanced skills (clinical leadership, clinical practice, etc).

b) Progression from the top automatic salary step to the additional progression step is dependent on the achievement of mutually agreed objectives, which are set prospectively when the employee reaches the top automatic salary step. These objectives should align with the qualities of an experienced practitioner (the Expectations of Practice provides guidance on these) and reflect the expected professional/technical skills and personal attributes. This would normally occur in conjunction with the employee’s annual performance review.

Process

c) The parties acknowledge that it is the individual employee’s decision and responsibility to initiate the processes associated with the additional progression step. To commence the process, the employee will write to the team leader/manager requesting a meeting to set objectives.

d) The discussion and setting of objectives for additional progression would normally occur in conjunction with the employee’s annual performance review.

e) In the event that the manager and the employee cannot agree on the objectives the employee may consult with the PSA. If there is still no agreement the manager will set the objectives. This objective setting process is to be completed in three months of the employee requesting the meeting.
f) Progression will not be denied where the employer has failed to engage in the objective setting process and/or the assessment of whether or not the objectives have been achieved. The assessment against these objectives shall commence 12 months after the objectives have been set. Any movement arising from this assessment shall be effective from being back-dated to 12 months from after the date the employee wrote to his/her team leader/manager under c) above, provided that:

i) Progression occurs not shall not occur earlier than the anniversary date of the employee’s movement to the top automatic step.

ii) Progression will not be denied where the employer has failed to engage in the objective setting process and/or the assessment of whether or not the objectives have been achieved.

g) Progression to the additional progression step is not available to employees who are below the top automatic salary step.

1.9 Assistants and Technicians’ Scales

a) From [date to be confirmed] step 5 of the Allied Health, Public Health & Dental Assistants scale in the Rest of New Zealand MECA (scale 5.7.1) will become an automatic step. Those employees who have been on step 4 for 12 months or more at this date shall move to step 5. This change shall reset their anniversary date for any future pay progression purposes.

Further, from [date to be confirmed] the limitation on access to step 7 of the of the Allied Health, Public Health & Dental Assistants scale in the Rest of New Zealand MECA (scale 5.7.1) and (new) step 7 of the Allied Health, Public Health & Dental Assistants scale in the Auckland MECA (scale 5.7.1) to Solo (sic) or Charge Hospital Dental Assistants will be removed. Progression to this step remains based on merit.

b) From [date to be confirmed] step 5 of the Sterile Supply Technicians scale in the Rest of New Zealand MECA (scale 5.8.19(b)) will become an automatic step. Those employees who have been on step 4 for 12 months or more at this date shall move to step 5. This change shall reset their anniversary date for any future pay progression purposes.

c) From [date to be confirmed] those Pharmacy Technicians who hold the NQF Level 5 or level 6 qualifications [title] shall be able to progress to step 5 in scale 5.8.16(b) in the Auckland and Rest of New Zealand MECAs by way of automatic annual increment.

d) From [date to be confirmed] those Sterile Supply Technicians who hold the NQF Level 5 qualification [title] shall be able to progress to steps 6 and 7 in scale 5.8.19(b) in the Auckland and Rest of New Zealand MECAs by way of automatic annual increment.
1.10 Other Scales

a) Level 2 Health & Clinical Support and Hauora Māori Scale
From [date to be confirmed] step 5 of the Level 2 of the Health & Clinical Support and Hauora Māori scale in the Rest of New Zealand and Auckland MECAs (scale 5.4.4) will become an automatic step. Those employees who have been on step 4 for 12 months or more at this date shall automatically move to step 5. This change shall reset their anniversary date for any future pay progression purposes.

b) Medical Physicist (Auckland MECA)
The Medical Physicist scale in clause 2 of Appendix M will be updated to reflect the current APEX Medical Physicist scale and operation.

c) Sonographers (RoNZ MECA)
The Sonographer scale in Appendix N of the RoNZ MECA will be updated to reflect the current APEX Sonographer (South of Auckland) scale and operation.

d) Sonographers (Auckland MECA)
The Sonographer scale in the Auckland MECA (clause 5.8.18) shall be deleted and reserved. A new Appendix Q will be added to the Auckland MECA to reflect the current APEX Sonographer (Auckland Region) scale and operation.

1.11 On Call Allowances

From [date to be confirmed] the on call allowance in clause 4.1.2 in both MECAs is to increase from $4.04 per hour (and $6.06 per hour on Public Holidays) to $8.00 per hour (and $10.00 per hour on Public Holidays).

1.12 DAO Allowance

From [date to be confirmed] the Duly Authorised Officer (DAO) Allowance in clause 4.4 of the Rest of New Zealand MECA shall increase to $2,500 p.a. at those DHBs listed in Group 2 (Bay of Plenty, Lakes, Northland, Tairawhiti, Waikato, Whanganui)

1.13 Pay Equity

The DHBs acknowledge the PSA’s pay equity claims for the RoNZ and Auckland MECAs tabled at bargaining on 26 July 2018. The parties acknowledge the broad coverage of the claim to all professions covered by the MECAs. The parties commit to work through the agreed <SSC and CTU understanding>policy and statutory process to explore and progress the claims.

The parties agree to have an initial meeting by 31 March 2019.

1.14 Lump Sum Payment

Payment of $2,000 (gross and pro rata FTE) for all full-time, part-time and casual employees covered by the MECAs. The lump sum will be payable to those members employed by the DHBs at the date of ratification or who join PSA during the bargaining fee opt out period.
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.

Qualifying staff who are on approved leave without pay on the date of settlement shall be eligible to receive the payment on their return to work.

2. Leadership

2.1 Career Framework

The DHBs commit to finalise the development of local or regional Career Frameworks for Allied Health professions within 12 months of the date of settlement and to develop similar frameworks for scientific and technical professions within 24 months of the date of settlement. This work will be done in collaboration with the PSA.

2.2 Senior Scales

a) In addition to increase set out in 1.1 a) those rates of $72,772 or higher in the RoNZ MECA and $72,058 or higher in the Auckland MECA will have an additional payment 1% margin in Tranche 1

b) Steps 9 and above in the Allied & Public Health scales (scale 5.2) shall be increased by 2.5% from 20 August 2020. This change shall also apply to the degree-based technical professions.

c) <Alignment of rates for senior degree-based technical roles>

d) From [Monday, 3 September 2018] two new steps shall be added to the designated scale for Anaesthetic/Biomedical/Neurophysiology (etc) (clause 5.8.1(a)) in the Rest of New Zealand MECA as follows:

\[
\begin{align*}
\text{Step 13} & \quad $98,496 \\
\text{Step 12} & \quad $94,496
\end{align*}
\]

Progression to these steps remains based on merit.

e) From [Monday, 3 September 2018] a new steps shall be added to the designated scale for Clinical Physiologists (clause 5.8.4(a)) in the Rest of New Zealand MECA as follows:

\[
\begin{align*}
\text{Step 15} & \quad $104,175
\end{align*}
\]

Progression to this steps remains based on merit.

f) From [Monday, 3 September 2018] two new steps shall be added to the designated scale for Anaesthetic/Biomedical/Neurophysiology (etc) (clause 5.8.1(a)) in the Auckland MECA as follows:

\[
\begin{align*}
\text{Step 13} & \quad $97,530 \\
\text{Step 12} & \quad $93,569
\end{align*}
\]

Progression to these steps remains based on merit.
g) From [Monday, 3 September 2018] a new steps shall be added to the designated scale for Clinical Physiologists (clause 5.8.4(a)) in the Auckland MECA as follows:

Step 15 $103,153

Progression to this steps remains based on merit.

h) From [Monday, 3 September 2018] two new steps shall be added to the designated scale for Pharmacy Technicians (clause 5.8.16(a)) in the Rest of New Zealand MECA as follows:

Step 10 $65,050
Step 9 $61,924

Progression to these steps remains based on merit.

i) From [Monday, 3 September 2018] a new step shall be added to the designated scale for Sterile Supply Technician (clause 5.8.19(a)) in the Rest of New Zealand MECA as follows:

Step 11 $63,273

Progression to this steps remains based on merit.

Further, from [Monday, 3 September 2018] the first step of the designated Sterile Supply Technician (clause 5.8.19(a)-$48,698) shall be deleted. Staff on this step move to the new step one in the scales and have their anniversary dates for future pay progression reset.

Finally, Sterile Supply Technicians in the designated scale who hold the NQF Level 5 qualification [title] and is appointed to step 6 of the scale 5.8.19(a) shall be able to progress to step 7 by way of automatic annual increment.

j) From [Monday, 3 September 2018] two new steps shall be added to the designated scale for Pharmacy Technicians (clause 5.8.16(a)) in the Auckland MECA as follows:

Step 10 $64,412
Step 9 $61,316

Progression to these steps remains based on merit.

k) From [Monday, 3 September 2018] a new step shall be added to the designated scale for Sterile Supply Technician (clause 5.8.19(a)) in the Auckland MECA as follows:

Step 11 $61,316

Progression to this steps remains based on merit.

Further, from [Monday, 3 September 2018] the first step of the designated Sterile Supply Technician (clause 5.8.19(a)-$48,221) shall be deleted. Staff on this step move
to the new step one in the scales and have their anniversary dates for future pay progression reset.

Finally, Sterile Supply Technicians in the designated scale who hold the NQF Level 5 qualification [title] and is appointed to step 6 of the scale 5.8.19(a) shall be able to progress to step 7 by way of automatic annual increment

1) From [7 September 2018] the following Supervising Medical Laboratory Technicians (Mortuary) will be included as a new 5.8.13A.

<insert 5.5 from APEX Medical Laboratory Workers scale plus adding 3% with effect from 5 November 2018 and 3% from 4 November 2019>

3 Workplace Well-being

3.1 The PSA raised issues of workload during bargaining.

The parties acknowledge that a clinical workload methodology / tool for Allied Scientific and Technical Staff will align with the principles within the Care Capacity Demand Management (CCDM) programme.

For employees under the coverage of the MECAs, the parties endorse the focus on the development of a clinical workload methodology / tool in order to maintain safe workloads.

3.2 Add the follow wording into Appendix L in the RoNZ MECA / Appendix O in the Auckland MECA:

**Escalation Processes**

Escalation will focus on the development of locally based variance response management processes.

The parties endorse the development of locally based variance response management processes and commit to constructive engagement with the Care Capacity Demand Management (CCDM) program within the Safe Staffing Unit for implementation.

The parties commit to developing these methodologies / tools throughout the term of this MECA.

3.3 Add to the end of clause 2.1.1 in RoNZ and Auckland (*Hours of Work: Statement of Intent*) the following

"and that workloads are reasonable."

4 Flexible, Adaptable & Sustainable Workforce

4.1 Training & Development wording

The Professional Development, Education & Training leave clauses in both MECAs will be redrafted in both MECAs (clause 21 in the Rest of New Zealand MECA; clause 22 in the Auckland MECA) as follows:
21. PROFESSIONAL DEVELOPMENT, EDUCATION & TRAINING LEAVE

Professional development is a way of valuing staff and is essential to the maintenance and development of a quality and efficient service. Staff maintaining and developing their roles is critical to the delivery of effective client care.

The objective of this clause is to ensure that the investment in training and development is commensurate with other groups similar to allied, public health and technical groups employed by the DHB, that existing provisions are protected, and that PSA members are not disadvantaged compared to other employees whose entitlements continue during times of fiscal restraint.

21.1 Performance Appraisal and Professional Development Plans

21.1.1 Performance appraisal will be conducted annually and will record an agreed professional development plan. Participation in an annually agreed professional development plan is mutually beneficial and is a shared responsibility of the employee and her/his manager. The plan should:

a) Link to the employee’s current position;

b) Align with the employee’s career goals;

c) Align with the strategic direction and/or service plans of the DHB;

d) Where applicable, assist the employee to meet the regulatory requirements to maintain professional competence;

e) Provide information and advice to employees regarding sources of and access to professional development funds/entitlements;

f) Require that employees share the knowledge and expertise gained from professional development as appropriate.

21.1.2 The allocation of professional development funds/ study leave will be agreed prospectively wherever practicable and will be based on the principles of transparency, fairness and consistency and link to annual performance appraisal.

21.1.3 Where an individual application for professional development, education or training leave and/or other support is declined by the manager, the employee must be given reasons for that decision as part of the response.

Review Process

Where an employee is dissatisfied with the outcome of their training and development application they have the right to ask the manager’s manager to formally review the decision within 1 month.

21.2 Training Plans
21.2.1 Each DHB in consultation with PSA, will develop a training and development plan covering PSA members. The plans will:

a) be designed to meet the requirements of the DHB and advance employee’s individual skill and competence relevant to the service needs; and

b) comply with the professional development, education & training leave clauses in this agreement ensuring that information is be provided to employees regarding sources of and access to funds/entitlements.

21.3 Reporting Timeframes and Process

In individual Local Engagement Forums, the DHB and PSA representatives will agree professional development items that can be reported on and the reporting frequency of this information necessary to enable the parties to review the operation of the DHB’s Training Plan.

21.4 Existing Entitlements, Consolidated Funds and Scholarships

The parties acknowledge that a range of professional development entitlements exist across the DHBs and include consolidated funds, individual entitlements and non-specified provisions. The grants, scholarships, reimbursement and leave practices in existence prior to 1 October 2008 shall continue in place in DHBs where they apply.

[NB separate Auckland provisions may sit under here]

21.5 The parties acknowledge that monitoring the application of these provisions is of mutual interest and arrangements shall be in place locally to ensure that these principles are consistently applied and that the needs of each party are met.

21.6 Learning Representatives

The PSA will establish elected delegate(s) at local DHB level as learning representatives to support and encourage individual uptake of appropriate learning & development opportunities and monitor the implementation of the training plan. The provisions of clause 29 in relation to the recognition and support of delegates will apply to these positions.

4.2 Community Oral Health

The parties agree to amend the Community Oral Health Service in the RoNZ MECA provisions in Appendix J to change the default working arrangements for new Dental Therapy employees to a standard 2,086 hours basis from November 2018 for the 6 or 7 DHBs that have retained the limitation to school-term time only operation.

The parties will consolidate any local variations to Appendix J provisions prior to these changes, and where local agreements have been reached since last settlement and prior to November 2018, these shall be incorporated into the new MECA document.

5. Relationship

E&OE
5.1 NEF/National DAHs Forum agreement
The parties agree to put the National Engagement Forum (NEF) into abeyance for the term of these MECAs and focus on local engagement through the Local Engagement Forums (LEFs). To support ongoing engagement at the national level, the PSA will have a standing invitation to meet with the Directors of Allied Health at their quarterly meetings to discuss national issues.

5.2 Nga Kaupapa
The parties acknowledge and respect PSA Te Tira Hauora’s work on Ngā Kaupapa to describe the aspiration for Māori members employed in DHBs, and the ongoing relationship, engagement and discussion with Te Tumu Whakarae (DHB Maori Health Managers group) on these matters.

The parties agree that the visual presentation of the MECA documents will reflect the following:
- Kōwhaiwhai gifted by Ngati Whatua to express the significance of the relationship between the parties
- Tauparapara, mihi, and whakatauākī

6. Other Agreements

6.1 Telephone On Call arrangements
Due to variation of practice and need across DHBs, services and workforces, the parties have agreed it is not desirable to have a single national approach to telephone on call arrangement.

Therefore the parties confirm the previous NEF agreement that local arrangements may be developed to respond to the issues of telephone on call, recognising the differing service contexts of such arrangements. Any such agreements should be recorded in writing.

6.2 Bereavement Leave and Hura Kōhatu / Unveilings
Add “or hura kōhatu / unveiling” after “Tangihana (or its equivalent)” in clause 8.1 in both MECAs to clarify the parties agreed understanding of the intent of this clause.

6.3 Bargaining Fee
The parties agree to include a Bargaining Fee as part of the settlement of the MECAs arising from this terms of settlement. The wording of the clause in both MECAs shall be as follows (clause 30 in the RoNZ MECA; clause 31 in the Auckland MECA):

The parties acknowledge the high administrative workloads the bargaining fee arrangement, the associated balloting, and opt-out processes impose.

 Replace balance of current clause 30 with the following:

This clause takes effect from [tbc].

It is agreed that a bargaining fee shall be applied to those employees whose work is covered by this Agreement but who are not members of PSA and who are not members of another union, and who do not otherwise opt out of this clause, in accordance with the Employment Relations Act 2000 (S.69P and following).
30.1 For the purposes of this clause:

30.1.1 The “bargaining fee” shall be set at 100% of the current PSA membership subscription rate

<update to current PSA fees>

paid each pay period and shall not increase during the term of this clause;

30.1.2 The “specified period” is the period of 14 days prior to the date on which this clause comes into effect.

30.1.3 An “affected employee” is one

a) Whose work is covered by the coverage clause of this Agreement and
b) Whose terms and conditions of employment comprise or include the terms and conditions of employment specified in this Agreement and
c) Who is not a member of the union and
d) Who is not a member of another union and
e) Who is not an employee who has opted out.

30.1.4 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 the employee 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.

30.2 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.

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

30.4 This clause shall expire on 31 October 2020, which is the expiry date of this Agreement.

6.4 Coverage and New and Emerging Roles
Prior to finalising the MECAs, on the balance of caution, the advocates agree to review the coverage provisions, including Appendix K, to ensure that these are complete and comprehensive, and satisfy the requirements of the Employment Relations Act (including the anticipated changes to that Act currently before Parliament). Further, the parties agree that they shall work together to identify and consider coverage and, if so, salary scale placement(s) for any new and emerging roles that they consider may appropriately fall within coverage of these MECAs. Agreements may be implemented by way of formal variation of the MECA(s) or formal exchange of letter or memorandum.

7. Technical Changes
7.1 Technical changes to clarify clauses, update references, occupational titles, update names of professional bodies, and correct typographic errors, etc as agreed by the advocates at their meeting on 31 August 2018, or as may be identified in finalising the MECA documentation.
<FULL SALARY SCALES INCLUDED HERE>