

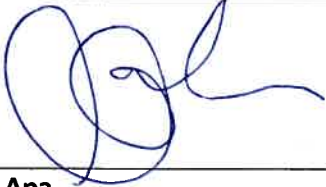


MEDIATION OUTCOMES AGREEMENT


The parties agree:

- A. The Nursing Pay Equity Claim Settlement Agreement attached to this document will not come into force and effect unless and until the following conditions have been met in the order stated and within the stated timeframes:
- i. Step 1: Te Whatu Ora obtaining its final approval of the terms of the Nursing Pay Equity Claim Settlement Agreement within 3 working days of signature by all parties of this Mediation Outcomes Agreement. Te Whatu Ora will notify the NZNO and PSA once that approval is obtained.
 - ii. Step 2: The NZNO and PSA between them obtaining approval in accordance with s 13ZF of the Act of the Nursing Pay Equity Claim Settlement Agreement attached to this Mediation Outcomes Agreement, within 30 days of being notified by Te Whatu Ora of the completion of the above condition. Te Whatu Ora will provide the union parties with up-to-date data needed to facilitate the approval process.
 - iii. Step 3: The parties will sign the Nursing Pay Equity Claim Settlement Agreement within 4 days of the unions obtaining approval.
- B. The parties will act in good faith to achieve fulfilment of the steps in paragraph A, and agree that if any condition is not completed they will return promptly to mediation and attempt in good faith to resolve any outstanding issues.
- C. The parties agree and confirm that all their discussions and communications up until the signing of this Mediation Outcomes Agreement relating to this settlement are and remain confidential and without prejudice, and no aspect of them will be disclosed outside the group of persons who were present for those discussions or to whom those discussions were appropriately reported, without the prior written consent of the other two parties.
- D. The parties agree that this Mediation Outcomes Agreement and the Nursing Pay Equity Claim Settlement Agreement remain confidential up until the point of completion of Step 1 in paragraph A (i) above.



- E. The parties agree they have had the opportunity to seek independent legal advice on the meaning and effect of this Agreement.

	<p>29 June 2023.</p>
<p>Margie Apa Chief Executive For Te Whatu Ora – Health New Zealand</p>	<p>Date:</p>
	<p>29 June 2023</p>
<p>Andrew Casidy Director of Operations & Member Support For The New Zealand Nurses Organisation Incorporated</p>	<p>Date:</p>
	
<p>Ashok Shankar Health National Sector Lead For the Public Service Association Te Pūkenga Here Tikanga Mahi</p>	<p>Date: 29 June 2023</p>

	
<p>Bryce Fleury Kaiwhakataua Take – Mediator Ministry of Business, Innovation & Employment</p>	<p>Date: 29 June 2023</p>

Nursing Pay Equity Claim Settlement Agreement

1. This Nursing Pay Equity Claim Settlement Agreement (Agreement) addresses the parties' agreement in respect of:
 - a. The pay equity claim settlement;
 - b. Other matters.
2. This is a pay equity claim settlement for the purposes of the Equal Pay Act 1972 (the Act).
3. The employer is Te Whatu Ora Health New Zealand.
4. The claimants are the New Zealand Nurses Organisation Incorporated (NZNO) and the New Zealand Public Service Association Te Pūkenga Here Tikanga Mahi (PSA).
5. The work to which this settlement relates is the work of the nursing workforce of Te Whatu Ora, including:
 - Senior Nurses
 - Registered and Community Nurses
 - Enrolled, Obstetric and Karitane Nurses and Nurse Assistants
 - Health Care Assistants and Hospital Aides
 - Mental Health Assistants
 - Nurse Practitioners

and those whose work is the same or substantially similar but which is referred to with an alternative title.

6. A summary of the method used to assess this pay equity claim and a description of the comparators considered by the parties is as follows:
 - a. The parties obtained assessment information regarding the work of the claimants and potential comparators and other relevant material related to remuneration of claimant and comparator work.
 - b. The list of potential comparators included
 - i. Building Consent Officers
 - ii. Building Control Officers / Building Inspectors

- iii. Corrections Officers
- iv. Customs Officers
- v. Dental Officers
- vi. Detectives
- vii. Detective Sergeants
- viii. Detective Senior Sergeants
- ix. Health and Safety Inspectors
- x. Mechanical Engineers
- xi. Scientists. Scion
- xii. Fisheries Officers/Senior Fisheries Officers
- xiii. Senior Management Accountants
- xiv. Technical Supervisor, Scion
- xv. Transport Engineer
- xvi. Travelling Technical Supervisor
- xvii. Veterinary Technical Supervisors

c. The parties jointly assessed the work to which the settlement relates and the work of potential comparators using the Equitable Job Evaluation (EJE) tool as the guide.

- 7. The date on which this Agreement is signed by all parties will be the Settlement Date.
- 8. The parties agree that the remuneration set out as “amended rates” in schedule 1 does not differentiate between male and female employees in the manner set out in s2AAC(b) of the Act.
- 9. Te Whatu Ora will pay its employees the amended rates in schedule 1 from the Settlement Date.
- 10. In settlement of the disputed claim for back pay arising from terms in the 2018 - 2022 MECA negotiations Te Whatu Ora will pay backpay on the amended pay rates set out in schedule 1 from 7 March 2022 to each employee covered by this pay equity claim settlement who is employed by Te Whatu Ora as at the Settlement Date, or who was employed by Te Whatu Ora at any time during the period 7 March 2022 to the Settlement Date.
- 11. Employees on Step 1 of Grade 1 of the Senior Nurse scale will translate to Step 2 of Grade 1 upon Settlement Date and will receive backpay in accordance with clause 7 above on the basis of this new rate.

12. The parties have agreed a process for reviewing remuneration to ensure that pay equity is maintained.
13. The first review will be aligned with the next applicable collective bargaining round initiated after the completion of the current collective bargaining round.
14. Reviews will apply to all employees in roles covered by this pay equity claim settlement. The unions agree that the interests of all employees covered by this pay equity claim settlement will be advanced in the review process.
15. The process for reviewing the remuneration to ensure pay equity is maintained will be:
 - a. The parties will meet six months prior to the expiry of the first-expiring collective agreement¹ in each collective bargaining round and from time to time thereafter in that round. The review will be commenced no less than once every three years.
 - b. The parties will fully cooperate and will address all issues in a timely manner.
 - c. The parties will jointly determine the remuneration adjustment (if any) required to ensure pay equity is maintained. The parties may review and analyse any changes in the comparator remuneration that have occurred since the pay equity settlement and/or since the last review, as well as any other matters they consider relevant.
 - d. If the parties disagree as to whether an adjustment is required, or agree that an adjustment is required but do not agree as to the value of the adjustment, then the following process will occur:
 - i. The employer and the unions will provide each other with proposed pay equity rates, along with an explanation as to what is proposed and why.
 - ii. The parties will meet promptly to attempt to reach agreement.
 - iii. In the event of no agreement, the parties agree to attend mediation in good faith using their best endeavours to resolve the outstanding matters between them. Should mediation not result in an agreement the parties may have recourse to any applicable processes provided by law to resolve their disputes.
 - e. Paid time off of no more than 2 hours (at ordinary time rates) shall be allowed for employees to attend meetings to discuss a review. Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.

¹ The current collective agreements are:

- District Health Boards / NZNO Nursing and Midwifery Multi-Employer Collective Agreement 1 August 2020 – 31 October 2022
- Auckland Region DHB/PSA Mental Health and Public Health Nursing Multi-Employer Collective Agreement 15 December 2020 to 15 March 2023
- New Zealand (Except Auckland Region) DHB/PSA Mental Health and Public Health Nursing Multi-Employer Collective Agreement 10 October 2020 to 31 December 2022

- f. The employer will cooperate with each union to ensure that each has sufficient information to involve all employees in the review process. This may include, to the extent permissible by law: facilitating communications, or sharing information with the unions in order to assist the unions to involve employees in the process.

16. This review process may be assessed and adjusted by agreement in writing between the parties from time to time.

17. In addition to the pay equity claim settlement above, the parties agree:

A. In settlement of the disputed claim for backpay arising from the 2018-2020 MECA negotiations, Te Whatu Ora will (subject to paragraph iii below) pay to each individual who is or was employed by Te Whatu Ora or its predecessors within the workforces covered by the Nursing Pay Equity Claim Settlement at any time during the period 1 January 2020 to 6 March 2022, remuneration in recognition of past work as follows:

- i. A lump sum payment of \$15,000 (gross, and pro-rated in accordance with subclause (ii) below) (on top of any lump sum payments already received).
- ii. The lump sum payment in (i) above is to be pro-rated by:
 - a. Service across the period from 1 January 2020 to 6 March 2022; and
 - b. FTE based on the greater of contracted FTE as at 6 March 2022, and the actual hours worked (excluding overtime and call back, and up to the equivalent of 1.0 FTE) between 1 January 2020 and 6 March 2022.
- iii. Payment of this lump sum to individuals not currently employed by Te Whatu Ora is conditional upon the employee lodging a completed application for payment in accordance with a process that will be specified by Te Whatu Ora on its website.

B. Within 48 hours of the Settlement Date:

- i. The NZNO and PSA will permanently discontinue the claim that is file number 3173886 in the Employment Relations Authority.

- ii. Te Whatu Ora will permanently discontinue the claim that is file number 3197539 in the Employment Relations Authority.
 - iii. The NZNO and PSA on their own behalf and as representing all relevant health care workers will discontinue all claims in the Employment Court in EMPC 242/2022, and Te Whatu Ora will discontinue its counterclaim in that proceeding. The parties will file a joint notice of discontinuance and record:
 - a. Discontinuance of the proceeding by all plaintiffs on the basis that there has been a full and final settlement of their claims.
 - b. Discontinuance of the counterclaim by the defendant on the basis that there has been a full and final settlement of that claim.
 - c. The parties' agree that costs lie where they fall.
- C. The parties agree to promptly take any further steps necessary to achieve discontinuance and withdrawal of the claims in the Employment Relations Authority (File numbers 3173886 and 3197539) and in the Employment Court in EMPC 242/2022 (the proceedings).
- D. This Agreement is in full and final settlement of:
- i. Any claims relating to back pay or backdating pay equity rates and / or remuneration for past work prior to the Settlement Date connected with the Nursing Pay Equity Claim.
 - ii. The Nursing Pay Equity Claim relating to rates of remuneration prior to the Settlement Date.
- E. Both the NZNO and the PSA accept and endorse D(i) and (ii) above. The unions will not pursue, or support any other person or organisation to pursue, any claim of the type in D(i) or (ii) above against Te Whatu Ora.
- F. The parties agree that this Agreement meets any obligations that may otherwise have existed under the Act in respect of pay equity up to the Settlement Date for employees covered by the Nursing Pay Equity Claim and in relation to remuneration for past work.

18. The “amended” rates of pay in schedule 1 and the lump sum and back pay payments referred to in this agreement will be implemented as follows:
- a. The amended pay rates will be implemented within six weeks of the Settlement Date.
 - b. The lump sum and back pay payments will be paid within four months of the Settlement Date.
19. The NZNO and the PSA confirm that s13ZF(5) of the Act has been complied with prior to signing this document.

<p>Margie Apa Chief Executive Officer For Te Whatu Ora – Health New Zealand</p>	<p>Date:</p>
<p>Andrew Casidy Director of Operations & Member Support For the New Zealand Nurses Organisation Incorporated</p>	<p>Date:</p>
<p>Ashok Shankar Health National Sector Lead For the Public Service Association Te Pūkenga Here Tikanga Mahi</p>	<p>Date:</p>

Schedule 1 Rates

Registered and Community Nurses	Rate on 7 March 2022	Amended Rates from 7 March 2022
Step 7	\$ 95,340	\$ 99,630
Step 6	\$ 92,563	\$ 96,728
Step 5	\$ 89,868	\$ 93,912
Step 4	\$ 80,883	\$ 84,523
Step 3	\$ 76,554	\$ 79,999
Step 2	\$ 72,061	\$ 75,304
Step 1	\$ 66,570	\$ 69,566

Enrolled, Obstetric, Karitane Nurses and Nurse Assistants	Rate on 7 March 2022	Amended Rates from 7 March 2022
Step 5 (new)	\$ 73,609	\$ 76,921
Step 4	\$ 71,300	\$ 74,509
Step 3	\$ 68,990	\$ 72,095
Step 2	\$ 63,980	\$ 66,859
Step 1	\$ 61,146	\$ 63,898

Health Care Assistants and Hospital Aides	Rate on 7 March 2022	Amended Rates from 7 March 2022
Step 5	\$ 61,540	\$ 64,309
Step 4	\$ 59,748	\$ 62,437
Step 3	\$ 58,689	\$ 61,330
Step 2	\$ 55,011	\$ 57,486
Step 1	\$ 51,770	\$ 54,100

Mental Health Assistants	Rate on 7 March 2022	Amended Rates from 7 March 2022
Step 5	\$ 65,334	\$ 68,274
Step 4	\$ 63,431	\$ 66,285
Step 3	\$ 59,487	\$ 62,164
Step 2	\$ 54,976	\$ 57,450
Step 1	\$ 50,741	\$ 53,024

Senior Nurses	Rate on 7 March 2022	Amended Rates from 7 March 2022
Grade 1	\$ 95,576	
	\$ 99,253	\$ 105,704
	\$ 106,016	\$ 112,907
Grade 2	\$ 101,089	\$ 107,660
	\$ 104,765	\$ 111,575
	\$ 111,695	\$ 118,955
Grade 3	\$ 106,601	\$ 113,530
	\$ 110,282	\$ 117,450
	\$ 117,373	\$ 125,002
Grade 4	\$ 110,282	\$ 117,450
	\$ 113,956	\$ 121,363
	\$ 121,161	\$ 129,036
Grade 5	\$ 113,956	\$ 121,363
	\$ 117,632	\$ 125,278
	\$ 123,628	\$ 131,664
Grade 6	\$ 120,028	\$ 127,830
	\$ 126,529	\$ 134,753

	\$ 133,032	\$ 141,679
	\$ 143,718	\$ 153,060
Nurse Practitioner	\$ 120,028	\$ 127,830
	\$ 126,529	\$ 134,753
	\$ 133,032	\$ 141,679
	\$ 143,718	\$ 153,060