Primary Health Care Multi-Employer Collective Agreement

PROPOSED TERMS OF SETTLEMENT

CHANGES TO THE COLLECTIVE AGREEMENT:

2. Coverage and application

Insert the following as 2.3:

2.3 Savings: An employee who was covered by the previous MECA and continues to be a member of NZNO and covered by this agreement shall not have their ordinary time (T1) hourly rate reduced by the coming into force of this agreement, unless this is specifically agreed by the parties during the negotiations.

Renumber existing 2.3 as 2.4.

Delete existing 2.4 and 2.5 and replace with the following:

2.5 Transition to this agreement:

This agreement replaces all previous terms and conditions of employment unless mutually agreed otherwise as specified below.

Where an employee on an individual employment agreement (IEA) joins the NZNO, or an employee’s employer becomes a party to the MECA and the employee is a member of NZNO, the following shall apply:

- The employee shall cease to be covered by the terms and conditions of the IEA, except for any terms and conditions agreed in writing between the employee and the employer to still apply now that the employee is covered by this collective agreement
- If the employee’s IEA provides for a flat hourly rate, that hourly rate shall be deconstructed to provide for an ordinary hourly rate, overtime, penalty payments etc, in accordance with this agreement, by agreement between the employer and the employee. Alternatively, the employee and the employer can agree upon an all inclusive salary
- If the employee’s IEA provides for an all inclusive salary, the agreed all inclusive salary shall continue to apply to the employee, unless the employee and employer agree on the transition to an ordinary rate
- If the employee has an ordinary hourly rate and an entitlement to one or more penalty rate/s for particular times, or some other mix of remuneration rates which is different from that provided for in this agreement, the employer and employee shall deconstruct the rates applicable to provide for an ordinary hourly rate, overtime, penalty payments etc, in accordance with this agreement, by agreement between the employer and the employee
- The principles that shall apply to all transitions from an individual employment agreement to this agreement are:
  - The employee shall advise the employer as soon as possible if the employee has joined NZNO. This is to ensure that the employee
is placed on the MECA and to enable the transition to be resolved promptly and appropriately;

- Neither party should be disadvantaged or advantaged by the transition;
- Agreement shall not be unreasonably withheld;
- The employee may seek the assistance of NZNO in working through this process;
- The agreement reached shall be recorded in writing;
- The provisions of the MECA are the minimum entitlements.

3. **Term**

Delete “21 December 2016” and replace with the date the agreement has been ratified. Delete “31 August 2018” and replace with “31 August 2019”.

6. **Trial period**

Add “and any subsequent amendments” at the end of the first sentence.

7. **Hours of work**

Add the following to 7.8:

> Where an employee chooses to enter into a shift swap which results in that employee receiving less hours than their guaranteed hours for the period, it is recognised that the employee has chosen to forfeit a portion of their guaranteed hours of their own free will, and that time not worked is not required to be made up or paid by the employer.

9. **Rates of remuneration**

Replace rates in 9.1.1, 9.1.2 and 9.1.13 with the following:

**9.1.1 Registered Nurse/Practice Nurse/Midwife Scale**

<table>
<thead>
<tr>
<th>Step</th>
<th>Registered Nurse/Practice Nurse/Midwife</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>From 01/11/2018</td>
</tr>
<tr>
<td>5</td>
<td>$33.43</td>
</tr>
<tr>
<td>4</td>
<td>$30.36</td>
</tr>
<tr>
<td>3</td>
<td>$28.54</td>
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<tr>
<td>2</td>
<td>$26.36</td>
</tr>
<tr>
<td>1</td>
<td>$25.00</td>
</tr>
</tbody>
</table>

**9.1.2 Enrolled Nurse Scale**

<table>
<thead>
<tr>
<th>Step</th>
<th>Enrolled Nurse</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>From 01/11/2018</td>
</tr>
<tr>
<td>3</td>
<td>$25.17</td>
</tr>
<tr>
<td>2</td>
<td>$23.59</td>
</tr>
<tr>
<td>1</td>
<td>$22.24</td>
</tr>
</tbody>
</table>
9.1.3 **Medical Receptionist/Administration Staff Scale**

<table>
<thead>
<tr>
<th>Step</th>
<th>Medical Receptionist/Administration staff From 01/11/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>$22.65</td>
</tr>
<tr>
<td>3</td>
<td>$21.98</td>
</tr>
<tr>
<td>2</td>
<td>$20.97</td>
</tr>
<tr>
<td>1</td>
<td>$19.63</td>
</tr>
</tbody>
</table>

**Translation to new scale:**
As at the commencement of the 2018 MECA, the previous step 1 was removed from the medical receptionist / administration staff scale. Employees translate to the new scale as follows:

<table>
<thead>
<tr>
<th>2017 scale Step</th>
<th>2017 rate</th>
<th>Employee translates to new step</th>
<th>Rate effective from 1.11.18</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>18.28</td>
<td>1</td>
<td>19.63</td>
</tr>
<tr>
<td>2</td>
<td>19.06</td>
<td>2</td>
<td>20.97</td>
</tr>
<tr>
<td>3</td>
<td>20.36</td>
<td>3</td>
<td>21.98</td>
</tr>
<tr>
<td>4</td>
<td>21.34</td>
<td>4</td>
<td>22.65</td>
</tr>
</tbody>
</table>

Employees who translate onto step 1 of the new scale at the commencement of this agreement shall progress to step 2 in accordance with clause 9.2 (on their next anniversary date, unless they work 15 hours or less per week).

Add new 9.1.4:

**Coordinator / Lead Nurse / Nurse Team Leader or similar:**

Hourly rate of $35.50

This rate applies only to a Registered Nurse/Practice Nurse/Midwife appointed as a Co-ordinator / Lead Nurse / Nurse Team Leader or similar in a workplace employing three or more fulltime equivalent Registered Nurses/Practice Nurses/Midwives, to carry out supervision, management and co-ordination duties additional to normal registered nursing/practice nursing/midwifery duties (as defined in the relevant job description). For the purpose of this sub clause a fulltime Registered Nurse/Practice Nurse/Midwife is a Registered Nurse/Practice Nurse/Midwife who normally works not less than 35 hours per week.

This rate only applies where an employee is formally appointed in writing, by the employer, to the position. Note: This rate was introduced to the 2018 collective agreement and replaces the previous supplementary payment paid to employees appointed as coordinators. An employee appointed as a coordinator prior to the commencement of this agreement, who received an hourly rate plus a supplementary payment, shall instead receive an hourly rate, which shall either be this hourly rate, or the total of their former hourly rate and former supplementary payment, whichever is the higher.

Renumber existing 9.1.4 as 9.1.5.
Add in new 9.4.2 and renumber subsequent sub clauses.

9.4.2 **Part time employees:**
Should a part time employee be required to work beyond the end of a full time shift as defined in clause 7, for less than 30 minutes further, the employee shall be paid at their ordinary hourly rate. Should a part time employee be required to work beyond the end of a full time shift for 30 minutes or more, all of the additional time beyond the end of the fulltime shift is paid at one and a half times (T1.5) the hourly rate of pay.

Move existing 9.4.4(iii) to follow this sub clause.

Delete existing 9.4.4.

11. **Allowances**

In 11.1.2, delete “$3.00 per hour” and replace with “$6.00 per hour”.

12. **Professional / educational development**

Add new sub clause:

12.8 Only permanent employees, or fixed term employees who have a contract for six months or more, receive professional development leave. In the case of fixed term employees, this is prorated for the proportion of the year that the employee is employed for (for example, a nine month fixed term full time employment provides an entitlement of up to 30 hours during the period of fixed term employment). Fixed term employees who have a contract for less than six months do not have an entitlement to professional development leave, unless the employer has specifically agreed to provide this. Casual employees do not have an entitlement to professional development leave.

Renumber existing 12.8 onwards.

In existing 12.8, add the words “in writing” after the words “Where an employer has agreed”.

Delete “$2.10 per hour” and replace with “$2.16 per hour” in RN/MW Expert and EN Accomplished allowances.

In existing 12.9, delete wording under the heading of “Co-ordinator”.

13. **Reimbursing payments**

In 13.1, delete “$90” where it appears and replace with “$110.00”

15. **Annual leave**

Add the following new sub clause:

15.3 The Holidays Act provides that one week of the employee’s statutory annual leave may be “cashed up” in certain circumstances. The provisions of the Act, including the fact that the request must come from the employee, and the employer’s right to decline a request or to have a policy precluding cashing up, apply.
16. Sick leave

In 16.2, delete “less than three days” and replace with “an absence of less than three calendar days”.

Delete 16.6 and replace with the following:

Sick leave may be utilised where the employee requires surgery or has an appointment for health services. As much notice shall be given by the employee as is practicable. The minimum period of sick leave that can be taken is one quarter of a day.

Delete 16.8.

28. Redundancy

Add the following to 28.2:

The employer may elect to pay in lieu of all or part of the notice period.

35. Accidents and injuries

Add the following to the end of 35.1:

This shall only be applied when the employee requests to use their sick leave for this purpose.

38. Termination of Employment

Add the following to the end of 38.1:

The employer may elect to pay in lieu of all or part of the notice period where the employer is terminating the employee’s employment. Where an employee is resigning, the employer and employee may mutually agree that the employee will be paid in lieu of all or part of the notice period; this will only occur if both the employer and employee agree to it.

MATTERS OUTSIDE OF THE COLLECTIVE AGREEMENT

Lobbying

NZNO and NZMA have agreed to jointly lobby government as soon as is possible and no later than April 2019 to increase funding to the sector to enable the sector to be able to recruit and retain nurses and to meet expectations regarding nursing salaries following the DHB settlement.

DHB/NZNO pay equity process

The parties to the PHC MECA agree to meet by 31 March 2020 to discuss any matters relating to the pay equity outcome arising out of the DHB/NZNO pay equity process.
Health Care Assistants / Practice Assistants / Facility Assistants roles (or similar roles)

During the term of the MECA the parties will undertake a joint exercise to scope the nature of these roles within primary health care. A process for this joint exercise will be agreed within three months of ratification of the MECA.

Nurse Practitioners and Designated RN Prescribers

During the term of the MECA the parties will undertake a joint exercise to scope the nature of these roles within primary health care. A process for this joint exercise will be agreed within three months of ratification of the MECA.