

PRIMARY HEALTH CARE MECA

TERMS OF SETTLEMENT

2. Coverage and Application

In 2.1, add "Health Care Assistants" to the list of positions covered by the collective agreement.

Number current 2.5 as 2.5.1. Add the following as 2.5.2:

Transition to this agreement for health care assistants:

The 2023 MECA is the first MECA to cover health care assistants. At the commencement of this agreement, health care assistants are entitled to the first step of the scale, and will progress through the scale in accordance with clause 9.2.

The transition principles set out in clause 2.5.1 apply. Where an HCA's hourly rate, having applied the principles of 2.5.1 is above the first step of the printed HCA scale, the employee shall retain that hourly rate and will not reduce to the first step in that scale. In this case the employee will be entitled to move to the step in the scale above their current hourly rate on 1 July 2024.

3. Term

Delete "31 August 2021" and replace with "30 June 2024".

5. Definitions

Add new definition:

Healthcare Assistant is a non-regulated healthcare provider who may perform a wide variety of tasks both administrative and clinical within the general practice environment.

9. Rates of remuneration

A new step 7 for the registered nurse/practice nurse/midwife scale has been inserted.

Delete 9.1.1 and replace with the following:

Registered Nurse/ Practice Nurse / Midwife Scale

Step	Hourly rate
	From 1 July 2023
7	43.42
6	42.15
5	40.93
4	36.83
3	34.87
2	32.82
1	30.31

A new step 4 for the enrolled nurse scale has been inserted.

Delete 9.1.2 and replace with the following:

Enrolled Nurse Scale

Step	Hourly rate
	From 1 July 2023
4	32.47
3	31.42
2	29.14
1	27.84

Delete 9.1.3 and replace with the following:

Medical Receptionist/Administration Staff Scale

Step	From 1 July 2023
4	24.84
3	24.11
2	23.50
1	22.75

Delete rates in 9.1.4 and replace with the following:

From 1 July 2023: hourly rate of \$44.58

Add new 9.1.5 and renumber existing 9.1.5 to 9.1.6:

Health care assistants

Step	Hourly rate
	From 1 July 2023
4	27.21
3	26.72
2	25.05
1	23.58

In 9.4.1, add the following to the end of the first sentence:

or the equivalent average in the case of a roster cycle exceeding a fortnight.

12. Professional/educational development

In 12.9, increase the rate for “Proficient” from \$1.20 to \$1.35. Add the words “from the commencement of this agreement” after the words “as follows”.

In 12.10.1.1, delete 1 and replace with the following:

Consistently high involvement in delivering holistic and patient centric clinical management - including using data to establish priority and measure patient progress, running acute/chronic illness or well person orientated clinics, and regular significant contribution to the education and training of staff and patient groups - which:

- a. *Improves Māori health outcomes and addresses persistent Māori health inequities, or*
- b. *Improves the health outcomes for patients with long- term conditions such as COPD, asthma, diabetes and mental health.*

In 12.10.1.2, add the following after the last sentence:

For the avoidance of doubt, the parties note that a nurse engaged as a Nurse Prescriber will qualify for merit level 2 due to their additional qualification/training and income generation.

14. Public holidays

In 14.1, add “Matariki”.

Delete 14.5 and replace with the following:

In the case of night shifts which straddle a public holiday, it is agreed that the public holiday shall be recognised on the day that the majority of the hours of the shift are worked. This is an agreement to partially transfer the holiday under section 44A of the Holidays Act.

16. Sick leave

In 16.1, delete the words “a full time employee” and replace with “an employee”. Delete second sentence.

Delete second and third sentences in 16.5 and replace with the following:

Where sick leave has been taken in advance and an employee’s employment is terminated by either party before the employee becomes entitled to that anticipated sick leave, the sick leave is to be repaid to the employer, or it is agreed the value of the anticipated sick leave can be deducted from final pay owing to the employee.

17. Bereavement leave

Add the following to 17.1:

Bereavement leave may also be taken in the case of an employee, or their partner, suffering a miscarriage or stillbirth, as set out in the Holidays Act.

24. NZNO right of entry

In 24.4, change “23.1 to 23.3” to “24.1 to 24.3”.

29. Redundancy

In 29.5.4, change “29.1” to “30.1”

In 29.6, change “28.5.1” to “29.5.1”.

In 29.7, change “28.5” to “29.5”.

30. Employee protection provision

In 30.1.3, change “29.1.2” to “30.1.2”. Change “28.5” to “29.5”.

In 30.1.4, change “29.1.2” to “30.1.2”. Change “38.1” to “39.1”. Change “28.5” to “29.5”.

41. Resolution of employment relationship problems

In the paragraph commencing “If the employment relationship problem is a personal grievance” add the words “(12 months in the case of allegations of sexual harassment)” after the words “90 days”.

Appendix 1

Update employer party names.

Matters outside of the collective agreement:

Lump sum

A lump sum will be paid to **eligible** nurse and administration/receptionist employees as follows.

The lump sum applies only to current employees:

- who were employed by their current employer and paid **less than the applicable rates** set out in (a) and (b) below in each category, as at 29 June 2023, and remain employed at the date the lump sum is paid out
- who were members of NZNO as at 1 June 2023 and remain members as at the date of commencement of the new agreement

Casual employees are not eligible for the lump sum.

“Base rate” means the ordinary hourly rate the employee receives and does not include any penal rates paid or any merit steps the employee receives.

“Employed to work...” means an employee's average contracted hours worked over the last three months, including paid leave entitlements taken, but not including overtime or additional hours.

Where an employee has taken a period of leave without pay for a month or more during any otherwise eligible time period for any reason, the duration of the leave without pay shall be deducted from any time period/s that would otherwise be eligible for the lump sum.

Lump sums shall be paid within six weeks of the date of commencement of the new agreement.

Registered nurses, practice nurses, midwives

(a) Employees paid less than the following base rates:

Step	
7	36.99
6	36.45
5	35.40

4	32.04
3	30.25
2	28.23
1	26.46

Will receive a lump sum of:

- If the employee is employed to work 0.6 FTE or more, \$200 gross for each month employed with their current employer from September 2021 to June 2023 that they received less than the above rates.
- If the employee is employed to work less than 0.6 FTE, \$100 gross for each month employed with their current employer from September 2021 to June 2023 that they received less than the above rates.

(b) Employees paid more than the base rates in (a) above, but less than the following base rates:

Step	
7	37.96
6	36.88
5	35.83
4	32.34
3	30.65
2	28.90
1	26.77

Will receive a lump sum of:

- If the employee is employed to work 0.6 FTE or more, \$100 gross for each month employed with their current employer from September 2021 to June 2023 that they received less than the above rates.
- If the employee is employed to work less than 0.6 FTE, \$50 gross for each month employed with their current employer from September 2021 to June 2023 that they received less than the above rates.

(c) Employees paid more than the base rates in (b) above will not receive a lump sum.

(d) Employees can only receive one payment under (a) or (b) for any month, but may receive a combination of some months paid under (a) and some months paid under (b).

Enrolled nurses

(a) Employees paid less than the following base rates:

Step	
4	27.27
3	26.87
2	25.07
1	23.72

Will receive a lump sum of:

- If the employee is employed to work 0.6 FTE or more, \$200 gross for each month employed with their current employer from September 2021 to June 2023 that they received less than the above rates.
- If the employee is employed to work less than 0.6 FTE, \$100 gross for each month employed with their current employer from September 2021 to June 2023 that they received less than the above rates.

(b) Employees paid more than the base rates in (a) above, but less than the following base rates:

Step	
4	28.21
3	27.41
2	25.47
1	24.17

Will receive a lump sum of:

- If the employee is employed to work 0.6 FTE or more, \$100 gross for each month employed with their current employer from September 2021 to June 2023 that they received less than the above rates.
- If the employee is employed to work less than 0.6 FTE, \$50 gross for each month employed with their current employer from September 2021 to June 2023 that they received less than the above rates.

(c) Employees paid more than the base rates in (b) above will not receive a lump sum.

(d) Employees can only receive one payment under (a) or (b) for any month, but may receive a combination of some months paid under (a) and some months paid under (b).

Medical Receptionist/Administration:

(a) Employees paid less than the following base rates:

Step	
4	24.26
3	23.55
2	23.10
1	22.73

Will receive a lump sum of:

- If the employee is employed to work 0.6 FTE or more, \$114 gross for each month employed with their current employer from September 2021 to June 2023 that they received less than the above rates.
- If the employee is employed to work less than 0.6 FTE, \$57 gross for each month employed with their current employer from September 2021 to June 2023 that they received less than the above rates.

(b) Employees paid more than the base rates in (a) above, but less than the following base rates:

Step	
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4	24.84
3	24.11
2	23.50
1	22.75

Will receive a lump sum of:

- If the employee is employed to work 0.6 FTE or more, \$57 gross for each month employed with their current employer between September 2021 and June 2023 that they received less than the above rates.
 - If the employee is employed to work less than 0.6 FTE, \$28 gross for each month employed with their current employer between September 2021 and June 2023 that they received less than the above rates.
- (c) Employees paid more than the base rates in (b) above will not receive a lump sum.
- (d) Employees can only receive one payment under (a) or (b) for any month, but may receive a combination of some months paid under (a) and some months paid under (b).