

National Admin FAQ's

from National briefings for National Administration Health Workers Collective Agreement

Contents

Scope of FAQ's.....	2
Coverage.....	2
Step Placement.....	3
Lump sum payment (\$500).....	3
Sick Leave.....	3
Discretionary Sick Leave	5
Annual Leave	5
Long Service Leave.....	5
Higher Duties allowance.....	6
Penal rates and overtime	6
Review	7

Scope of FAQ's

This document is to provide advice for questions recorded during the national briefings for the National Administration Health Workers Collective Agreement [here](#)

Coverage

- 1. Does the National Administration Collective Agreement cover shared service agencies e.g HealthAlliance, HealthSource, NRA etc?**

Yes, the CA includes any shared service agency whose employees transferred into Te Whatu Ora on 1 July 2022, and whose role can be mapped to a national role profile.

- 2. Does the National Administration Collective Agreement cover employees on IEA's?**

Yes, if their role can be mapped to a National Role Profile they fall under coverage of the Collective Agreement (CA).

- 3. I understand that to be eligible for the collective agreement we need to accept the derived IEA, but I have not received this yet.**

Yes, if you are non-union and your role can be mapped to a National Role Profile, you will be offered a derived IEA. Districts were asked to complete this exercise by 15th Sep 2023, but may have faced delays prioritising local workloads.

- 4. What if someone is a non-union member, their role is mapped and within coverage, but they don't want to accept the derived IEA offer?**

They will stay on current Terms & Conditions (T&C's) and won't receive the benefits of the Agreement and may be covered by the IEA remuneration review.

- 5. Do non-members need to pay the bargaining fee to get the same T&C's?**

Yes, correct. If non-union have paid the bargaining fee they receive the same terms and conditions effective from the same date as PSA members.

- 6. Staff on IEA's are currently being asked to join the PSA whose jobs will not be covered by this collective. Does this mean the PSA will go to bat for these employees to gain similar terms around sick leave etc?**

PSA are in bargaining with Te Whatu Ora for a new CA based on the ex-Ministry of Health CA. This CA is likely to reflect the common terms and conditions that apply across Te Whatu Ora Collective Agreements and those provisions will be enforceable. Where employees are PSA members, PSA will advocate for them.

- 7. How will the change be managed for staff who were employed under the PSA MECA but now need to have an IEA as they are not a part of the union? Are they currently still covered under this CA?**

Anyone who is not a member of the union will be offered a derived IEA if their role can be mapped to a National Role Profile.

- 8. Are grand-parented agreements (where some Districts receive more than others) going to be reviewed and either ended or made the same for the whole country?**

Yes, grand-parented schedules will be reviewed once this current CA expires, and bargaining commences for the next CA. There are three Working Parties who will review and present findings for the next round of bargaining. Any suggestion of extending or making a grandparented provision “live” would be subject to a bargaining claim.

Step Placement

Pay System Rules are set out in Clause 11.5 of the CA.

9. Recruitment recognising to Step 3 - what about recruiting from external health systems e.g. from private or public health system abroad?

All staff new to a role commence on Step 1 of the relevant band, unless they have highly relevant previous experience. Step 2 or 3 could be agreed on by the hiring manager/professional lead, in consultation with HR, if criteria in the Pay System Rules is met. The Pay System Rules are set out in the clause 11.5 of the CA .

10. How do you determine what step to put pool staff on - do you default to top band or restrict them to relief certain bands only?

For pool staff, the applicable pay band is the one that reflects the highest level of work that they are required to carry out. Refer to Pay System Rules as set out in Clause 11.5 of the CA, and specifically Clause 11.5.7 below:

11.5.7 Relief Pool/Resource Teams

Those employees who are permanent (full-time or part-time) or fixed-term employees employed in relief or resource teams and required to cover a variety of roles should be paid according to the highest level of work across the range of roles they carry out for all time worked.

In relation to step placement, this is based on time in role. The guidance for determining time in role is provided in Guidelines ([here](#)) Time in role also includes casual employees.

Lump sum payment (\$500)

11. Does the lumpsum payment for all employees bound by the settlement include bargaining fee payers, new employees, those joining PSA after 30 June 23, and derived IEAs? Are lumpsums for PSA members only, non-union don't receive these payments?

The Year 1 lump sum of \$750 was for PSA members only.

The Year 2 lumpsum payment of \$500 will be made to all employees bound by this settlement as at 1 January 2024.

The payment is pro-rated for part-time or casual employees based on the greater of their contracted FTE or the number of ordinary (T1) hours paid (including paid leave) in the last 12 months.

Sick Leave

12. If you have an abundance of sick leave, can others use it?

Currently there is no national policy on this, but some Districts do have their own localised sick leave bank.

13. Does the work-related assault clause include if you are assaulted on your way to/from work?

No, any assaults which occur on the way to/from work are not included in this provision.

14. Is WRDHB unlimited sick leave grand-parented?

This is a scheduled provision found in Appendix 5, Part 1.9 [here](#)

15. If using RDP for sick leave, what do you do for sick leave where we don't know future rosters?

RDP is Relevant Daily Pay, which is the basis for paying statutory sick leave as per Clause 4.3.3

16. Are casual employees entitled to sick leave?

Casual employees are entitled to sick leave as per the Holidays Act. For further clarification see Clause 4.3.2 below:

4.3.2 In accordance with the Holidays Act 2003, on appointment, an employee shall be entitled to ten (10) working days leave for sick or domestic purposes during the first twelve months of employment and up to an additional ten (10) working days for each subsequent twelve-month period. Casual employees are entitled to sick leave as per the Holidays Act.

17. With a maximum of 260 hours accumulation of sick leave, what happens to the hours that exceed this e.g An employee has 300hrs> tks?

As per Clause 4.3.6 below:

*4.3.6 The employee can accumulate unused sick leave to a **maximum of 260 days**.*

Sick Leave – Under 2 Hours

The intent behind this clause was to enable employees to attend medical/health appointments less than 2 hours without a debit of their sick leave. See Clause 4.3.5 below:

4.3.5 Sick leave is to be debited on an hour-for-hour basis except for absence of fewer than two hours shall not be debited against sick leave. This includes absences to attend health appointments relating to the monitoring and treatment of medical issues, illness, sickness or injury wherever possible such appointments shall be made at the beginning or end of the shift.

18. If an employee goes home 1.5 hours early with a headache, this will now not be debited?

Allowing an employee to go home early due to a headache is normal good employer practice. While the 2-hour non-debited provision was specifically in response to issues employees were experiencing around attendance at health appointments, it also applies to absences for sick leave of less than 2 hours.

19. Can the employer require employees to make up the time taken off, if less than 2 hours?

In applying the new 2-hour non-debit provision, there is no requirement for the time to be made up i.e time to attend a health appointment or for sick leave of less than 2 hours.

20. Can the 2-hour sick leave appointment leave be applied to the employee's dependants?

Yes, this covers health appointments for dependants. As per Clause 4.3.8.1 *a dependant is anyone who depends on the employee for care at that time.*

21. Is there a maximum number of less than 2-hours medical appointments that an employee can have per calendar or anniversary year?

No, there is no maximum. If line managers feel the provision is being misused then a discussion with the employee/s concerned would be needed on the same basis as managing abuse of any of the sick leave provisions.

Discretionary Sick Leave

22. Is DSSK up to five days to be backdated this year, and if so to what date?

The CA is effective as 1 Jan 2023, please see clause 4.3.9 and discuss with local HR team.

23. How often is the discretionary leave allowance awarded - annually or once over the duration of employment?

There is no cap on this allowance but current accumulated sick leave entitlement must be exhausted first. Further criteria can be found in clause 4.3.9.

Annual Leave

24. When would/should the Annual Leave be credited to our balance?

This will depend on your payroll system, please check with your local HR and payroll team.

Long Service Leave

4.7.1 An employee shall be entitled to long service leave of one week upon completion of a five-year period of service as defined in clause 2.5.11. Such entitlement may be accrued. However, any service period for which a period of long service leave has already been taken or paid out shall not count towards this entitlement.

25. Does LSL have to be used in the year that it falls, or before the next LSL entitlement is awarded?

Employees have the right to accrue LSL e.g can take 10 days at 10 years, 20 days at 20 years etc

26. Is there any expiry for when LSL must be used or lost?

LSL can be accrued ongoing. Please check any applicable scheduled or grand-parented provisions.

27. Is it confirmed that long service leave that was 15/25/35 year parameters for IEAs now PSA Admin is backdated to 1 week after 5 years?

Yes, correct. Service is counted from joining organisation, any LSL entitlements that have been taken while on a different contract will be deducted when they come under coverage.

28. Are employees entitled to the additional week's leave each year past their 5-year anniversary?

Yes, correct. Annual leave entitlement increases to 5 weeks per year from year 5 anniversary. Note that this is different from Long Service Leave which is a one-off entitlement.

29. Why does an employee have to apply to HR to have long service leave acknowledged and then added to leave balance & what is going to be done about those people who should have been entitled to the additional week's leave each year past their 5-year anniversary?

Advise you talk to your local HR and payroll team in this situation.

Higher Duties allowance

12.1 Higher Duties Allowance

12.1.1 Higher Duties Definition: Higher duties means work carried out by an employee who, at the employer's request, is substantially performing the duties and carrying the responsibilities of a position/band higher than the employee's own.

12.1.2 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 band higher than the employee's own.

12.1.3 Except as provided for under clause 12.1.4, the higher duties allowance payable shall be \$3.00 per hour provided a minimum of 8 consecutive hours of qualifying service is worked per day or shift.

12.1.4 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 that position where that is higher than the higher duties allowance in clause 12.1.3.

30. Higher duty allowance - the work around paying higher duty allowance to a band 5 step 5 member stepping into role for band 7 leader and the starting step is less than what the person is on band 5 now?

In cases where an employee carrying out higher duties would be paid less if they received the salary of the higher role, they would receive the higher duties allowance for each hour worked. Refer clause 12.1.4.

31. What about a New Employee who is being paid Higher Duties for nearly a year but came in when we had the Pay Equity, no experience in the position they came into but their Manager felt they should be paid a much higher rate but not doing a higher position this is a day to day position?

Advise you talk to your local HR team in this situation.

32. What happens if the role stepped up into covers tasks but not the delegated responsibility?

Role has to be substantially performing the duties and carrying out the responsibilities of the higher role to be entitled to the Higher Duties allowance.

33. What if the role stepped up into is not within this CA's coverage?

Advise you talk to your local HR team in this situation.

Penal rates and overtime

34. On Call Allowance - is it possible for employees who are on call during normal off duty hours, and are called out, to be given time in lieu along with other CA?

As per Clause 3.13 there is currently no provision to be given time in lieu.

35. Is this a taxable allowance - for record meal allowance non-taxable?

Yes, correct. The on-call allowance is taxable as it is part of hourly earnings for the time spent on-call.

3.13.5.2 The on-call allowance is payable for all hours the employee is rostered on-call including time covering an actual callout.

36. What date are the penal and overtime changes effective from?

Effective from 1 Jan 2023

37. Will the overtime hours worked from 1 Jan 2023 be included in back pay?

Yes.

38. Links in Appendix 5 do not appear to work on the agreement in HIPPO?

HIPPO is a localised tool. Appendix 5 [here](#)

39. If you change jobs within a District is all your leave carried with you?

Yes.

40. If we change Districts, can we keep our pay rates?

This is dependent on the job applied for, please see Pay System Rules as set out in Clause 11.5 of the CA.

41. When do we become a truly national body on the same collective agreement, i.e in relation to grand-parented items?

This is now a National Collective Agreement. Grand-parented provisions are entitlements that remain in place for employees covered by the applicable clauses only.

42. If a genuine casual opts not to accept any permanent hours after 6 months employment, are they obliged to take the 42 consecutive days off or is this optional for them also?

Advise you refer to a Holidays Act specialists at your District.

43. What if a casual has been employed for six months but has not been offered a full-time role?

This is a local issue, please refer to your local HR team.

Review

44. What process do you complete if a staff member thinks they are mapped to the wrong role?

The appeals process is now closed. If an employee believes their role has changed, they can request a review of their role – however certain criteria (covered in Clause 11.5.9 *Changes in Roles*) must be met. Advise staff talk to their local manager.

45. When is the review for this?

This CA expires 31 Dec 2024. Working Parties will report back before CA expiry date with their findings and recommendations.

46. How do we get a copy of the recording for this presentation please?

In the briefing session a commitment was made to delete the presentation recordings once all questions had been captured, this has now been actioned.