



Te Whatu Ora - Health New Zealand and PSA

National Policy, Advisory, Knowledge and Specialist Workers Collective Agreement (PAKS CA)

Terms of Settlement March 2024

This document sets out the Terms of Settlement for the Te Whatu Ora / PSA National Policy, Advisory, Knowledge and Specialist Workers Collective Agreement (PAKS CA). As this is a new national Te Whatu Ora Collective Agreement, the entire Collective Agreement is part of the ratification process in addition to these Terms of Settlement (ToS).

Signatories

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|  <p>Rosalie Webster Advocate for Te Whatu Ora - Health NZ</p> |  <p>Ashok Shankar Advocate for PSA</p> |
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INTRODUCTION

- This is a new Collective Agreement (CA) for Te Whatu Ora. It is based on the ex-Ministry of Health Collective Agreement (ex MoH CA) 17 February 2020 to 17 February 2023 that was transferred with transferred employees under the Pae Ora legislation¹. The CA has been named National Policy, Advisory, Knowledge & Specialist Workers CA (PAKS) to describe the types of work covered.
- On 21 December 2022 the PSA initiated bargaining for the ex MoH CA (17 February 2020 – 17 February 2023) and on 5 October 2023 initiated bargaining for the Health Promotion Agency (HPA CA) (30 June 2022 - 31 October 2023) CA. This CA ToS concludes the bargaining for these two collective agreements.
- Coverage, as defined in the coverage clause, extends across the organisation, including Districts and former shared service agencies², consistent with Te Whatu Ora as a national organisation.
- Coverage includes librarians covered by the recent Te Whatu Ora Librarian and Interpreters Pay Equity Settlement³
- Administration employees within coverage of the ex-MOH CA (17 February 2020 – 17 February 2023) who are also within coverage of the National Health Administration Workers Collective Agreement are moved from coverage of this PAKS CA to the National Health Administration Collective Agreement⁴.
- Data and Digital employees are included under coverage of this CA only for the term of this PAKS CA. The parties have agreed to establish a separate Data & Digital CA during the term.

¹ Pae Ora (Healthy Futures) Act 2022, Subpart 6, Clause 22, Transfer of certain employees of the Ministry of Health

² Health Sector Transfers (District Health Board Shared Services Agencies to Health New Zealand) Order 2022, which transferred the following DHB-owned agencies to Te Whatu Ora: Health Alliance, Healthsource, National Regional Alliance, Health Share, Health Partnerships and Central Region's Technical Advisory Service

³ Librarians and Interpreters Pay Equity Claim Settlement, signed 7 November 2023

⁴ Refer S 57 Employment Relations Act which states that an employee is bound by only 1 collective agreement in respect of same work.

1. COVERAGE

The scope of coverage has been defined as follows:

1.1 Coverage Clause

The coverage clause for the National PAKS CA is as follows:

“This Collective Agreement covers all permanent and fixed term employees of Te Whatu Ora in National Office, Districts and former Shared Service Agencies who are members of the PSA, including first line management. The following are not covered by this Collective Agreement:

- The Chief Executive
- Executive and Senior Leadership Teams
- Directors (including Regional Directors)
- Group Directors of Operations
- Roles that manage other managers
- Chief Advisor or equivalent, Principal Technical Specialists and Principal Analysts
- Members of the P&C and Finance Directorates who interpret/implement/cost employment terms and conditions.
- Executive Assistants
- Casual employees
- Clinical roles
- Employees who are within coverage of the PSA/Te Whatu Ora National Health Administration Workers Collective Agreement or any other current PSA/Te Whatu Ora Collective Agreement”.

1.2 Pay Bands

1.2.1 The pay bands in this CA are based on the pay bands in the ex-MoH CA (17 February 2020 - 17 February 2023). However, the pay bands in this PAKS CA go up to the ex MOH CA grade 19 only.

Future new employees will be within coverage if their role is established at a grade up to ex MOH CA grade 19. New employees with roles established above the ex MOH CA grade 19 will not be within coverage of this CA.

Note: Important: Refer to clause 1.3 for grandparented coverage provisions.

1.2.2 Executive Assistants have been removed from coverage which means the EA specific pay bands are to be removed.

1.2.3 The Librarians and Interpreters Pay Equity Settlement Agreement provides pay scales for librarians in this CA. These pay scales (part of the Pay Equity Settlement Agreement) are not graded.

1.2.4 All librarians pay scales from this pay equity settlement agreement are to be added to this CA. The exclusion of pay bands above MOH grade 19 does not apply to the librarian pay scales.

Changes to Pay Bands / Salary Scales

1.2.5 Ex-MOH CA pay bands.

- **Delete** the following pay bands in the ex-MoH CA:
 - All pay bands above grade 19.
 - Delete General Bands 20 – 22G.
 - Delete Above Band IT (20IT)
 - The Executive Assistant Bands 12 – 15SU

1.2.6 Librarian pay scales.

- **Add** the pay scales for librarians as set out in the Librarians and Interpreters Pay Equity Settlement Agreement for Librarian, Sole Charge Librarian and Library Manager.

1.2.7 Ex-HPA pay scale.

- **Do not include** HPA pay scale in remuneration section of the CA.
- **Retain** HPA pay rates as at 17 July 2023 as paid rates for employees who are PSA members bound by the HPA CA at the date of ratification.

1.3 Grandparenting of Coverage (Appendix 1 in the CA)

1.3.1 PSA members at the date of ratification who were within coverage of the coverage clause for the ex-MoH CA (February 2020 to February 2023) or HPA (June 2022 to October 2023) but excluded due to the pay rate for their roles being above ex MOH CA grade 19 will have their coverage grandparented from the date of ratification. This means that the exclusion in relation to pay bands above ex MOH CA grade 19 does not apply to these PSA members and they will continue to be covered by the PAKS CA.

1.3.2 The relevant pay-related provisions are set out in Appendix 1 Grandparented Provisions of the PAKS CA for those with grandparented coverage.

1.3.3 Any remuneration system provisions applicable to employees with grandparented coverage (e.g., annual review) will be suspended and replaced with the pay increases agreed as part of this TOS, consistent with the approach taken to the ex-MoH CA remuneration provisions during the term of this CA (see section 5 below).

1.3.4 Ex-MOH CA (paid rates above MOH grade 19):

- Paid rates above grade 19 continue to apply to ex-MoH PSA members with grandparented coverage. These paid rates are to be increased by the agreed pay increases in this TOS (refer section 2 below).
- Future new employees with pay rates above grade 19 will not be within coverage of this CA.

1.3.5 HPA CA paid rates (whole pay scale):

- Paid rates as at 17 July 2023 continue to apply to PSA members with grandparented coverage who were bound by the HPA CA at the date of ratification of this CA will have their paid rates increased by the agreed pay increases in this TOS (section 2 below).
- New employees in roles same / similar to ex HPA roles will be placed on the PAKS CA pay bands up to grade 19. If the roles for new employees are established at a pay rate above ex MOH grade 19 they will not be within coverage of this CA.

1.4 National Health Administration Workers CA

1.4.1 As set out in S.57 (ER Act) an “employee can be bound by only 1 Collective Agreement covering the same work done by the employee”. To be consistent with the legislation, the coverage of the PAKS CA excludes those employees that are within coverage of the National Health Administration Workers CA.

1.4.2 **Establishing coverage:** The process of establishing whether an employee’s role is within coverage of the National Health Administration CA is through the process of mapping to establish if the role is able to be mapped to a Health Administration National Role Profile.

If it is established that an employee’s role is covered by the National Health Administration Workers CA, the role will come under coverage of that CA.

If it is not established that the roles come under coverage of that CA, the roles will come under coverage of the PAKS CA.⁵

1.4.3 **Transition process:** The parties have agreed that the process for transitioning employees to the National Health Administration Workers CA is as follows:

- Mapping to establish whether the employee’s role is able to be mapped to a Health Administration National Role Profile.
- Offer the benefit of the Administration and Clerical Pay Equity Settlement Agreement.
- Record grandparented provisions for those covered by the ex-MoH CA for inclusion in the National Health Administration Workers CA in the Grandparented Provisions Appendix 5 of that CA,
- Transition to the same pay band and pay step in the National Health Administration Workers Collective Agreement as per the pay band and pay step in the Administration & Clerical Pay Equity Settlement.

1.5 Data & Digital Employees

1.5.1 For the term of this agreement data and digital employees will be covered by the PAKS CA and the terms and conditions within this CA.

1.5.2 The parties agreed to establish a separate CA for Data & Digital during the term of the PAKS CA. Therefore data & digital employees will not be within coverage of the PAKS CA for the next renewal.

1.5.3 To facilitate the, the parties agreed to set up a working party / employee engagement process to establish the new Data & Digital CA during the term. (Refer Appendix 3 of this Terms of Settlement for Terms of Reference).

⁵ Refer S 57 Employment Relations Act which states that an employee is bound by only 1 collective agreement in respect of same work.

On-Call, Callback and Overtime Provisions

1.5.4 There are three specific variations in On-Call, Callback and Overtime provisions that apply to data and digital employees relating to clauses 3.5 and 3.7 (Overtime and On Call and Call back) of the PAKS CA.

These are:

- IT Technical employees covered by the ex MOH CA (17 February 2020 - 17 February 2023), will continue to receive the On Call, Call back and Overtime provisions in clauses 3.5 and 3.7 of the PAKS CA.
- Existing provisions for on-call, callback and overtime will continue to apply at Districts and Shared Service Agencies.
- In the case of Northland District
 - an interim arrangement for on-call and callout provisions⁶ will apply. This is set out in Appendix 3 of this ToS
 - existing overtime provisions will continue to apply.

The above arrangements will continue to apply until superseded by provisions in the new Data and Digital CA

1.5.5 A consistent approach to On Call and Callback provisions will be part of the work undertaken towards a new Data & Digital CA.

1.6 Review of Unspecified Sick Leave (Wellness) provisions

The parties discussed the Wellness/needs-based sick leave arrangements currently applying at Hutt Valley, Wairarapa and Capital & Coast Districts.

We note that a review has been agreed as part of the PSA and Te Whatu Ora settlement of the National Administration Collective Agreement.

The parties agree to discuss the outcome of the National Administration review and whether its recommendations are applicable in the PAKS context. The Wellness/needs-based sick leave arrangements will continue to apply until a decision is made by Te Whatu Ora.

1.7 New Collective Agreement

1.7.1 This is a clause that covers the fact that this is a new Collective Agreement and there are, therefore, a number of provisions that cater for employees coming within coverage from previous Collective Agreements and from Individual Employment Agreements. The parties have agreed to the following:

1.7.2 Grandparented Provisions

There are a range of grandparented provisions from previous applicable Collective Agreements that remain in place for employees that were previously covered by those provisions. These grandparented provisions are detailed in Appendix 1 of the Collective Agreement.

⁶ *Interim Clinical Lead Allowances and On-Call / Callback Arrangements for National Service Delivery and Enabling Teams, 8 December 2023*

1.7.3 **Personal to Holder Terms and Conditions**

Where an employee covered by an IEA at the date of ratification (11 March 2024) has additional terms and conditions that relate to matters not provided for in this Collective Agreement and were not raised by either party or considered by the parties in bargaining, this may be raised as a personal to holder matter to be managed in accordance with the Personal to Holder Provisions in Appendix 2 of the Collective Agreement .

For the avoidance of doubt, where a term or condition of the previous IEA is different from a term or condition of this CA, the CA will apply except as specified in 2.9.3. (refer 1.7.4 below)

1.7.4 **Employees on Existing IEAs at Date of Ratification**

Employees covered by this Collective Agreement at date of ratification (11 March 2024) who had an existing entitlement to up to 5 weeks' annual leave and/or 3 days' paid leave (known as "My Days" to be taken between December and February) as part of the terms and conditions of their IEA, will retain these provisions on a personal to holder basis.

Employees covered by this Collective Agreement at date of ratification (11 March 2024) whose redundancy entitlements as part of the terms and conditions of their IEA were more favourable than the CA, will retain these provisions on a personal to holder basis.

2. RATES OF REMUNERATION

2.1 Apply the following increases to base salaries and lump sums payments as set out below. The increase applies to printed and paid rates of employees covered by this CA. Refer to Appendices 1 and 2 of this ToS for pay bands / pay scales:

2.2 Year 1 – Pay Increase

- An effective date of 1 July 2023 (unless otherwise stated).
- An increase in base salaries by a \$4000 flat rate adjustment from 1 July 2023.
- For employees covered by the **HPA Collective Agreement** (30 June 2022 - 31 October 2023) an increase in base salaries by a \$4000 flat rate adjustment from 1 November 2023.
- For employees covered by the **ex-MoH CA pay bands**, an increase in base salaries by a \$4000 flat rate adjustment to base salaries.
- For **librarians** apply the increase of \$4000 flat rate adjustment to the new pay scales provided in the Pay Equity Settlement Agreement for Librarian, Sole Charge Librarian and Library Manager.
- For **employees with grandparented coverage**, (refer clause 1.3 of the ToS above) an increase in base salaries by a \$4000 flat rate adjustment. The exception to this is that this increase does not apply to employees who may have had base salaries adjusted by a \$4000 flat rate as part of the Te Whatu Ora IEA Remuneration Review 2023/24.
- For employees whose roles will be within coverage of the **National Health Administration Workers CA**, an increase of a flat rate adjustment of \$4000 is to be applied effective 1 July 2023 to the pay band and step they have received from the Administration & Clerical Pay Equity Settlement Agreement. Those employees will transition to the same pay band and step in the National Health Administration Collective Agreement.

Note: The reason for applying the \$4000 flat rate adjustment to those employees who will transition to the **National Health Administration CA** is that having this adjustment effective 1 July 2023 means that this group is not disadvantaged compared with other employees within coverage of the PAKS CA. The rates change will be as follows:

- Administration & Clerical Pay Equity Settlement rates effective 1 July 2022⁷
 - The pay equity settlement will move those employees onto the national Administration pay structure.
 - The increase in rates for the PAKS CA for Year 1 will be applied effective 1 July 2023. The principle of approach is that there is no double dipping so employees receiving the \$4000 on their pay equity rate, will receive no increase in moving to the National Health Administration Workers CA.
 - On completion of mapping and confirmation of coverage by the National Health Administration Workers CA, the employee will move to the same pay band and pay step in the national pay structure in the National Health Administration Workers CA.
- For employees on an **Individual Employment Agreement** as at the date of ratification and **who are members of the PSA** and who now come within coverage of this PAKS CA, an increase in base salaries by a \$4000 flat rate adjustment.

The exception is that this increase does not apply to an employee in this group who have had base salaries adjusted by a \$4000 flat rate as part of the Te Whatu Ora IEA Remuneration Review 2023/24.

Note: This increase to paid rates will have the effect of retaining pay rates and pay frameworks for employees covered by this PAKS CA that are different to the ex MoH pay bands in Appendices 1 and 2 of this ToS.

The Remuneration Working Party set up by this ToS (Appendix 3) will collect data on the existing paid rates and remuneration provisions that apply to roles within coverage as part of developing a unified progression and remuneration framework that is consistent with Te Whatu Ora remuneration strategies.

2.3 Year 1 – Lump Sum

- A **lump sum payment of \$750** shall be paid to all employees within coverage of the PAKS CA who are PSA members bound by this settlement at the date of ratification.
- The payment will be pro-rated for part-time employees based on the greater of their contracted FTE or the number of ordinary (T1) hours paid (including paid leave) in the previous 12 months.

Note: For avoidance of doubt, this lump sum is payable to PSA members within coverage of the HPA CA (which is incorporated into this CA) and to PSA members who will move to be within coverage of the National Administration CA. The reason for this is that there is no entitlement to the \$750 lump sum as a result of transition to the National Health Administration CA. This preserves consistency across the workforce that has been within coverage during the negotiations.

⁷ It is a legal obligation for Te Whatu Ora to offer the benefit of the pay equity settlement from the date that transferred employees became employees of Te Whatu Ora (1 July 2022).

2.4 Year 2 – Pay Increase

- An effective date of 1 July 2024.
- An increase in base salaries by a \$2000 flat rate adjustment or 3% whichever is the greater from 1 July 2024.
- For employees covered by the **ex-MoH CA pay bands**, an increase in base salaries by a \$2000 flat rate adjustment or 3% increase to base salaries, whichever is greater.
- For **librarians** apply the increase of \$2000 flat rate adjustment or 3% whichever is the greater to the new pay rates established in Year 1 of the term, i.e. the rates that include the \$4,000 flat rate increase to the rates in the Pay Equity Settlement Agreement.
- For **employees with grandparented coverage** an increase in base salaries by a \$2000 flat rate adjustment or 3% whichever is greater
- This pay increase applies **to employees whose roles will be within coverage of the National Health Administration Workers CA** if those employees have not yet transitioned to the National Health Administration Collective Agreement.

2.5 Year 2 – Lump Sum

- A **lump sum payment of \$500** shall be paid to all employees within coverage of the PAKS CA on 1 July 2024.
- The payment will be pro-rated for part-time employees based on the greater of their contracted FTE or the number of ordinary (T1) hours paid (including paid leave) in the previous 12 months.

Note: For avoidance of doubt, this lump sum is payable to employees who were moved to the National Administration CA where such employees did not receive the \$500 lump sum at the time this was paid to employees covered by the National Administration CA.

3. Term

This agreement shall be deemed to have come into force on 21 December 2023 and shall expire on 17 February 2025.

4. Terms and Conditions

Rather than a Terms of Settlement that shows the changes to the existing Collective Agreement, as this is a new national Te Whatu Ora Collective Agreement, the entire Collective Agreement is attached as an appendix 4 to the Terms of Settlement.

The parties adopted a new structure and format for this new Te Whatu Ora Collective Agreement. The principles of the bipartite process used to consolidate the provisions were as follows:

- Use the ex-MoH CA as the base document.
- Incorporate where relevant, HPA CA provisions.
- Draw on Te Whatu Ora CA common terms and conditions where appropriate and grandparent provisions where the ex-MoH and HPA CAs have provisions that differ in terms of basic entitlements from Te Whatu Ora major workforce CAs.

Summary of Elements of the New National PAKS Collective Agreement

4.1 For details on any of the elements summarised below, refer to the attached PAKS Collective Agreement 2023 – 2025 (Appendix 4).

Key Commitments

4.2 The Te Tiriti o Waitangi (1.2) clause has been updated to include Te Mauri o Rongo. The parties have also incorporated a clause (1.3) that recognises the way the parties have worked together and intend to work together in the future.

Alignment with Common Terms and Conditions and Grandparented and Personal to Holder Provisions

4.3 All new employees to the new Te Whatu Ora Policy, Advisory, Knowledge and Specialist Workers Collective Agreement (PAKS) will be covered terms and conditions that align with key common terms and conditions that apply across Te Whatu Ora Collective Agreements.

4.4 Areas where the existing transferred employees covered by the ex-MoH CA or HPA CA have different terms and conditions, these terms and conditions will be grandparented by this CA. These are detailed in the Appendix 1 Grandparented Provisions of the PAKS CA. This includes the following entitlements:

- The 37.55-hour week in the ex-MoH CA has been grandparented and the CA will provide for a **40-hour week**. The historic grandparented provision for 37.5-hour week in the ex-HPA CA will continue to be grandparented by this CA.
- The annual leave in the ex-MoH CA of 4 weeks and 2 days for years 1 – 4 has been grandparented and the CA will provide **annual leave of 4 weeks per year and 5 weeks after 5 years' service**.
- The **ability to bank leave and salary trade** in the ex-MoH CA and ex-HPA CA has been **grandparented**.
- The provision for 12 days' sick leave in the ex-MoH CA and 15 days after 2 years has been grandparented and the CA will provide **sick leave of 10 days per year**.
- Redundancy entitlement in the ex-MoH CA to 4 months has been grandparented and the CA will provide **redundancy of 3 months**.
- The **historic grandparented long service leave entitlements** in the ex-MOH CA will **continue to be grandparented**.
- Employees who were covered by the **HPA CA** have the option to **continue with the HPA grandparented provisions** for Long Service Leave **or move to the long service leave provisions in the PAKS CA**.
- The provisions for **Parental Leave** in the PAKS CA will apply to employees within coverage. However, employees covered by the ex-MOH CA who are on parental leave at the time of ratification will have the option to receive the entitlement to the ex-gratia payment on return to work as per the relevant **grandparented section on ex-gratia payment in the ex-MOH CA**. Following this transition period, all employees within coverage will be covered by the parental leave provisions in the PAKS CA.

- The **two (2) PSA development days entitlement** available to ex-MoH PSA members has been **grandparented**.
- The existing **vision and hearing testing and allowance provisions** in the ex-MOH and ex-HPA CAs will be grandparented.

4.5 Personal to Holder Provisions:

The principle of approach is that where employees on **Individual Employment Agreements** are within coverage and have a term or condition of the previous IEA that is different from a term or condition of this CA, the CA will apply except as specified in 2.9.3. (refer 1.7.4 in this ToS)

However, where employees on **Individual Employment Agreements** are within coverage the CA, and have additional terms and conditions that relate to matters not provided for in this CA and were not raised by either party or considered by the parties in bargaining, this may be raised as a personal to Holder matter to be managed in accordance with a process set out in Appendix 2 of the CA.

4.5.1 Appendix 2 of the CA sets out the **Personal to Holder Process**:

The following process has been agreed to enable the PSA on behalf of an employee to raise matters related to such terms and conditions and for agreement to be reached with respect to them:

- A 'personal to holder' record will list any individual terms or conditions of employment that have been agreed between the employer and the employee and that Te Whatu Ora agrees to retain.
- Agreement will not be unreasonably withheld where the loss of the individual term or condition would result in the entitlements of the employee being overall less favourable than the employee's entitlements in the Collective Agreement (compared to their previous IEA) and/or would be detrimental to the employee in light of their unique personal circumstances.

4.5.2 This process will be put in place as part of the implementation of the new Collective Agreement, with a period of 3 months from date of ratification provided to raise such matters. No requests will be considered outside this timeframe.

4.5.3 The parties have agreed that the detail of the process will be finalised as part of implementation plan of the Collective Agreement.

5. Employment Relationship Problems

The provision for grievance process (clause 9.1) has been amended to reflect the Employment Relations (Extended Time for Raising Grievance for Sexual Harassment) Amendment to legislation, which extends the time to raise the sexual harassment grievance within 12 months of the action occurring or the grievance coming to the employee's notice from 13 June 2023.

6. Remuneration System

Employees transferred from the MoH and HPA were transferred⁸ on their existing terms and conditions and Collective Agreements which included remuneration systems that differed from the remuneration provisions that exist in Te Whatu Ora Collective Agreements.

The parties agreed to suspend the remuneration system provisions in the ex-MoH CA and ex-HPA CAs and to establish a Working Party to develop a unified progression and remuneration framework consistent with Te Whatu Ora remuneration strategies during the term of the CA (Refer Appendix 3 of this ToS).

To facilitate this:

- The provisions of Section 6: Remuneration of the MoH CA (17 February 2020 - 17 February 2023) and the remuneration framework in clause 15.1, HPA CA 30 June 2022 – 31 October 2023 are suspended and will have no effect for the term of this PAKS CA.
- The Working Party will provide recommendations to its respective stakeholders (Te Whatu Ora and the PSA) before bargaining starts for renewal of the CA. Refer Appendix 3 for the Terms of Reference for this exercise.

Note 1: The work of the Remuneration Working Party will include collecting data on the existing paid rates and remuneration provisions that apply to roles within coverage as part of developing the unified progression and remuneration framework.

Note 2: This work does not include negotiating increases to salaries / pay bands. All negotiated and agreed pay increases are recorded in this Terms of Settlement.

7. Errors and Omissions

The parties agree the advocates may make further agreed amendments to the Collective Agreement wording to correct typographical errors, correct cross-referencing, or update the names of Acts or organisations in finalising the document.

⁸ *Pae Ora (Healthy Futures) Act 2022, Subpart 6, Clause 22, Transfer of certain employees of the Ministry of Health; Pae Ora (Healthy Futures) Act 2022, Subpart 5, Health Promotion Agency, Clause 19 (e)*

Appendix 1: 2023 / 2024 Pay Bands / Pay Scales

The rates provided below are effective 1 July 2023

General Bands

Bands 12 – 16

| BAND | Minimum | Step 1 | Step 2 | Step 3 | Step 4 Midpoint | Maximum |
|------|---------|--------|--------|--------|--------------------|---------|
| 12G | | 54,302 | 55,925 | 57,007 | 58,088 | 68,906 |
| 13G | 56,990 | 58,756 | 60,522 | 61,700 | 62,877 | 74,653 |
| 14G | 62,756 | 64,715 | 66,673 | 67,979 | 69,284 | 82,341 |
| 15G | 70,000 | 72,200 | 74,400 | 75,867 | 77,333 | 92,000 |
| 16G | 80,353 | 82,898 | 85,443 | 87,140 | 88,836 | 105,804 |

Bands 17-19

| BAND | Minimum | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 Midpoint | Maximum |
|------|---------|---------|---------|---------|---------|--------------------|---------|
| 17G | 92,384 | 94,348 | 96,312 | 98,276 | 100,240 | 102,204 | 121,845 |
| 18G | 104,564 | 106,799 | 109,033 | 111,268 | 113,503 | 115,737 | 138,085 |
| 19G | 123,550 | 126,207 | 128,864 | 131,520 | 134,177 | 136,833 | 163,400 |

Technical IT Bands

Bands 13 – 16IT

| BAND | Minimum | Step 1 | Step 2 | Step 3 | Step 4 Midpoint | Maximum |
|------|---------|--------|--------|---------|--------------------|---------|
| 13IT | 61,744 | 63,669 | 65,594 | 66,877 | 68,160 | 80,992 |
| 14IT | 68,988 | 71,154 | 73,320 | 74,764 | 76,208 | 90,650 |
| 15IT | 79,821 | 82,348 | 84,876 | 86,561 | 88,245 | 105,094 |
| 16IT | 93,274 | 96,250 | 99,226 | 101,210 | 103,193 | 123,032 |

Bands 17 – 19IT

| BAND | Minimum | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 Midpoint | Maximum |
|------|---------|---------|---------|---------|---------|--------------------|---------|
| 17IT | 107,999 | 110,310 | 112,621 | 114,932 | 117,243 | 119,564 | 142,665 |
| 18IT | 124,193 | 126,864 | 129,535 | 132,206 | 134,877 | 137,547 | 164,257 |
| 19IT | 146,426 | 149,591 | 152,756 | 155,921 | 159,086 | 162,251 | 193,902 |

Policy Analyst

Band 14 – 15 PA

| BAND | Minimum | Step 1 | Step 2 | Step 3 | Step 4 Midpoint | Maximum |
|------|---------|--------|--------|--------|-----------------|---------|
| 14PA | 68,156 | 70,295 | 72,433 | 73,859 | 75,284 | 89,541 |
| 15PA | 75,177 | 77,550 | 79,922 | 81,504 | 83,085 | 98,902 |

Bands 17 – 19PA

| BAND | Minimum | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 Midpoint | Maximum |
|------|---------|---------|---------|---------|---------|-----------------|---------|
| 17PA | 99,139 | 101,253 | 103,367 | 105,481 | 107,595 | 109,709 | 130,851 |
| 18PA | 104,564 | 106,799 | 109,033 | 111,268 | 113,503 | 115,737 | 138,085 |
| 19PA | 132,758 | 135,619 | 138,481 | 141,342 | 144,203 | 147,064 | 175,677 |

Librarian Pay Scales

| Librarian | |
|-----------|--------|
| Step 7 | 96,275 |
| Step 6 | 92,774 |
| Step 5 | 89,274 |
| Step 4 | 85,774 |
| Step 3 | 82,274 |
| Step 2 | 77,774 |
| Step 1 | 73,274 |

| Sole Charge Librarian | |
|-----------------------|--------|
| Step 3 | 99,274 |
| Step 2 | 96,274 |
| Step 1 | 92,774 |

| Library Manager | |
|-----------------|---------|
| Step 3 | 102,274 |
| Step 2 | 99,274 |
| Step 1 | 96,274 |

Librarian Pay Scales: Progression

Progression will be by automatic annual service-based increments.

Appendix 2: 2024 / 2025 Pay Bands / Pay Scales

The rates below are effective 1 July 2024.

General Bands

Bands 12 – 16

| BAND | Minimum | Step 1 | Step 2 | Step 3 | Step 4 Midpoint | Maximum |
|------|---------|--------|--------|--------|--------------------|---------|
| 12G | | 56,302 | 57,925 | 59,007 | 60,088 | 70,973 |
| 13G | 58,990 | 60,756 | 62,522 | 63,700 | 64,877 | 76,893 |
| 14G | 64,756 | 66,715 | 68,673 | 70,018 | 71,363 | 84,811 |
| 15G | 72,100 | 74,366 | 76,632 | 78,143 | 79,653 | 94,760 |
| 16G | 82,764 | 85,385 | 88,006 | 89,754 | 91,501 | 108,978 |

Bands 17-19

| BAND | Minimum | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 Midpoint | Maximum |
|------|---------|---------|---------|---------|---------|--------------------|---------|
| 17G | 95,156 | 97,178 | 99,201 | 101,224 | 103,247 | 105,270 | 125,500 |
| 18G | 107,701 | 110,003 | 112,304 | 114,606 | 116,908 | 119,209 | 142,228 |
| 19G | 127,257 | 129,993 | 132,730 | 135,466 | 138,202 | 140,938 | 168,302 |

Technical IT Bands

Bands 13 – 16IT

| BAND | Minimum | Step 1 | Step 2 | Step 3 | Step 4 Midpoint | Maximum |
|------|---------|--------|---------|---------|--------------------|---------|
| 13IT | 63,744 | 65,669 | 67,594 | 68,883 | 70,205 | 83,422 |
| 14IT | 71,058 | 73,289 | 75,520 | 77,007 | 78,494 | 93,370 |
| 15IT | 82,216 | 84,818 | 87,422 | 89,158 | 90,892 | 108,247 |
| 16IT | 96,072 | 99,138 | 102,203 | 104,246 | 106,289 | 126,723 |

Bands 17 – 19IT

| BAND | Minimum | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 Midpoint | Maximum |
|------|---------|---------|---------|---------|---------|--------------------|---------|
| 17IT | 111,239 | 113,619 | 116,000 | 118,380 | 120,760 | 123,151 | 146,945 |
| 18IT | 127,919 | 130,670 | 133,421 | 136,172 | 138,923 | 141,673 | 169,185 |
| 19IT | 150,819 | 154,079 | 157,339 | 160,599 | 163,859 | 167,119 | 199,719 |

Policy Analyst
Band 14 – 15 PA

| BAND | Minimum | Step 1 | Step 2 | Step 3 | Step 4 Midpoint | Maximum |
|------|---------|--------|--------|--------|-----------------|---------|
| 14PA | 70,201 | 72,404 | 74,606 | 76,075 | 77,543 | 92,227 |
| 15PA | 77,432 | 79,877 | 82,320 | 83,949 | 85,578 | 101,869 |

Bands 17 – 19PA

| BAND | Minimum | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 Midpoint | Maximum |
|------|---------|---------|---------|---------|---------|-----------------|---------|
| 17PA | 102,113 | 104,291 | 106,468 | 108,645 | 110,823 | 113,000 | 134,777 |
| 18PA | 107,701 | 110,003 | 112,304 | 114,606 | 116,908 | 119,209 | 142,228 |
| 19PA | 136,741 | 139,688 | 142,635 | 145,582 | 148,529 | 151,476 | 180,947 |

Librarians Pay Scales

| Librarian | |
|-----------|--------|
| Step 7 | 99,163 |
| Step 6 | 95,557 |
| Step 5 | 91,952 |
| Step 4 | 88,347 |
| Step 3 | 84,742 |
| Step 2 | 80,107 |
| Step 1 | 75,472 |

| Sole Charge Librarian | |
|-----------------------|---------|
| Step 3 | 102,252 |
| Step 2 | 99,162 |
| Step 1 | 95,557 |

| Library Manager | |
|-----------------|---------|
| Step 3 | 105,342 |
| Step 2 | 102,252 |
| Step 1 | 99,162 |

Librarian Pay Scales: Progression

Progression will be by automatic annual service-based increments.

Appendix 3: Working Parties / Joint Projects

Set out below are the commitments of the parties to undertake work together during the term of the Collective Agreement.

| Remuneration System | Terms of Reference for the Remuneration Framework Working Party |
|----------------------------|---|
| Preamble | <ul style="list-style-type: none"> • Te Whatu Ora was established on 1 July 2022 bringing together 20 DHBs, shared service agencies, and employees from the Ministry of Health and the Health Promotion Agency who had been transferred to Te Whatu Ora under the Pae Ora (Healthy Futures Act 2022). • Employees transferred from the MoH and HPA were transferred on their existing terms and conditions and Collective Agreements which included remuneration systems that differed from the remuneration provisions that exist in Te Whatu Ora Collective Agreements. • The PSA initiated for renewal of the ex-MoH CA prior to its expiry in February 2023. • The PSA and Te Whatu Ora have agreed a new CA based on the provisions of the ex-MoH CA and have agreed as part of the Terms of Settlement to suspend the provisions of the ex-MoH remuneration system. • The parties note that this CA will include within its coverage a number of roles from ex-DHBs and shared service agencies who are currently on IEAs with a range of varying remuneration provisions. |
| Objective | <p>The objectives of this working party are to:</p> <ul style="list-style-type: none"> • Collect data on the existing range of remuneration provisions that apply to roles within coverage. • Develop a unified progression and remuneration framework that is consistent with Te Whatu Ora remuneration strategies. <p>Note: This work does not include negotiating increases to salaries / pay bands. Any salary increases during the term are recorded in Terms of Settlement for this Collective Agreement.</p> |
| Project Process | <ul style="list-style-type: none"> • Once established, the Working Party will agree: <ul style="list-style-type: none"> ○ principles to inform and provide a guide for the development of the progression and remuneration system. ○ how the parties will work together. ○ the project process and work plan. |
| Membership | <ul style="list-style-type: none"> • The Working Party will comprise: <ul style="list-style-type: none"> ○ 4 - 6 x representatives Te Whatu Ora ○ 4 – 6 x representatives PSA ○ The quorum will comprise 1 x paid official, 3 x delegates for PSA and 1 Manager, and 1 x IR specialist for Te Whatu Ora. • The Working Party may seek advice from subject matter experts as required. Any salary increases during the term have been agreed as part of the Terms of Settlement for this Collective Agreement. |

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|----------------------|--|
| Timeframe | <ul style="list-style-type: none"> • The Working Party will convene their first meeting within 3 months of the ratification of settlement of the CA. • The Working Party will provide its recommendations to its respective stakeholders before the start of bargaining for renewal of the Collective Agreement. |
| Communication | In addition to the parties' respective communications processes, the Working Party may provide jointly agreed updates on progress to stakeholders. |

| Data and Digital | Terms of Reference for the Working Party to develop a Data and Digital Collective Agreement |
|-------------------------|---|
| Preamble | <ul style="list-style-type: none"> • In the process of establishing a new Collective Agreement for Policy, Advisory, Knowledge and Specialist Workers (PAKS), the data and digital workforce was included within coverage. • The parties agreed during negotiations that it would be appropriate to develop a separate Collective Agreement for the Data and Digital workforce across ex-MoH, Districts, and Shared Service agencies because this workforce operates differently from the office-based workforce covered by the PAKS CA. • There was not the time in bargaining to complete this work and as a result, the parties agreed to include data and digital within coverage of the PAKS CA as a transition until the parties agreed on a new Data and Digital CA. • The Working Party process is proposed to take place over the term of the PAKS CA. |
| Objective | <p>The objectives of this working party are to:</p> <ul style="list-style-type: none"> • Develop a Data and Digital CA that is fit for purpose for the national data and digital workforce in Te Whatu Ora. • As part of the D & D CA, the parties will consider how the CA can reflect a development roadmap and career structure that will ensure a sustainable workforce for the future. |
| Project Process | <ul style="list-style-type: none"> • Once established, the Working Party will agree: <ul style="list-style-type: none"> ○ principles to inform and provide a guide for the development of the new Data and Digital CA and remuneration system. ○ how the parties and data and digital workforce will work together. ○ the project process and work plan. |
| Membership | <ul style="list-style-type: none"> • The Working Party will comprise: <ul style="list-style-type: none"> ○ 5 x representatives Te Whatu Ora ○ 5 x representatives PSA ○ The quorum will comprise 1 x paid official, 3 x delegates for PSA and 1 Manager, and 1 x IR specialist for Te Whatu Ora. • The Working Party will facilitate whole of workforce engagement in the process. • The Working Party may seek advice from subject matter experts as required. |

| | |
|----------------------|--|
| Timeframe | <ul style="list-style-type: none">• The Working Party will convene their first meeting within 3 months of the ratification of settlement of the CA.• The Working Party will provide its recommendations to its respective stakeholders before the end of the term of this Collective Agreement. |
| Communication | In addition to the parties' respective communications processes, the Working Party may provide jointly agreed updates on progress to stakeholders. |

Appendix 3: Northland Interim On-Call and Callback Provision

1. The following on call and call back payments are payable for public holidays from Christmas 2023 to Easter 2024 for National Service Delivery and Enabling teams not covered by any collective agreement or existing on call/call back arrangements.
 - A full week on call - \$355
 - Weekend or weekday after hours call - \$50 per day
 - T1 for call back
2. Payments be an interim arrangement only.
3. Payments to be collated manually if they cannot be loaded into the timecard system and paid at the end of January.
4. Review of sustainable arrangements to occur by end of April 2024.

Note: This is an extract from the Interim Clinical Lead Allowances and On-Call / Callback Arrangements for National Service Delivery and Enabling Teams, 8 December 2023

Appendix 4: National Policy, Advisory, Knowledge and Specialist Workers Collective Agreement (PAKS)

Attached is the new PSA/ Te Whatu Ora PAKS Collective Agreement.