

Te Whatu Ora - Health New Zealand and

E tū

Maintenance Trades and Related Services Collective Agreement

Terms of Settlement

October 2023

This document sets out all changes to the current collective agreement clauses that form part of the Te Whatu Ora - Health New Zealand's offer for settlement. Where there is no proposed change, the current wording remains.

Signatories

	
Rosalie Webster Advocate for Te Whatu Ora - Health NZ	Ian Hodgetts Advocate for E tū

CLAUSE	TITLE	DETAIL OF CHANGE
1.1	Parties	Remove list of Districts Update to: Te Whatu Ora – Health New Zealand (The “Employer”) Note: Add two additional District Schedules from Hutt Valley and West Coast to the Schedules at the back of the Collective Agreement.
1.2	Subsequent Parties	Remove subsequent parties clause and appendix 4. Clause is no longer relevant as we are now Te Whatu Ora
2.4	Coverage	Add in Mechanic, Leading Hand, Operations Engineer and Electrical Service Technician
3.1	Term	Update clause: The term of this agreement is 17 April 2023 to 16 April 2025 This Agreement comes into force on date of completion of the bargaining fee ballot. Where no date is specified any change to clauses will come into effect on the date of the Collective Agreement coming into force.
7.0	Definitions	Replace current definitions with the following: “Casual Employee” means is an employee with no set hours or days of work and who is normally asked to work as and when required with no expectation of ongoing employment. The employer reserves the right to employ casual employees where necessary to meet service demands.

		<p>Casual employees cannot be used to replace genuine permanent or temporary situations except to meet business requirements when no other alternative is available.</p> <p>"Employer" means Te Whatu Ora – Health New Zealand</p> <p>"Temporary/Fixed Term Employee" means ...</p> <p>Note: Temporary/Fixed term agreements ...</p> <p>District: in the context of Te Whatu Ora - Health New Zealand means the geographic area and the related worksites of the former District Health Board (clause 12, Schedule 1, Pae Ora (Healthy Futures) Act 2022 refers).</p>
12.4	Minimum Breaks	<p>Insert clause below:</p> <p>12.4 Minimum Breaks</p> <p>12.4.1 If a call-back of less than a continuous eight (8) hour period is worked between two other qualifying periods of work. In that case, a break of nine (9) continuous hours must be provided either before or after the call-back. However, if such a break has been provided before the call-back, it does not have to be provided afterwards as well.</p> <p>12.4.2 Except, for those employees who are called back between 2300 and 0500 hours, the break must be provided afterwards, unless otherwise agreed between the employer and the employee.</p>
12.5	Scheduled Work in Off-Duty Hours	<p>Insert the following:</p> <p>Scheduled Work in Off-Duty Hours</p> <p>Employees rostered to carry out scheduled boiler check in off-duty hours will be paid the equivalent of a call-back at the appropriate rate for a minimum of 3 hours.</p> <p>This may cover other scheduled work such as water treatment.</p> <p>Delete the following in recognition that this provision replaces existing boiler payments:</p> <ul style="list-style-type: none"> Boiler payment Hawkes Bay – p.94 (i)Boiler repair work (j)Boiler Duties on Weekends or Statutory Holidays Add wording below to the Bay of Plenty Clause (Payment from Bay of Plenty – p.62 Weekend Roster for Boiler House Duties) This clause is grandparented to employees who were employed with Te Whatu Ora at Bay of Plenty District on [date of ratification]. This provision will not apply to employees employed after this date. Where an employee transfers out of Bay of Plenty they will not receive this clause at their new District, where an employee transfers into Bay of Plenty they will not receive this clause at Bay of Plenty, and clause 12.5 will apply.
13	Salary	<p>See Appendix One of the Terms of Settlement for the updated rates.</p> <p>Remove paragraph starting "On 1 December 2021" ... through to " ... for the following 12 month period is \$1800."</p>

13.5		<p>Insert Allied Clause to replace 13.5</p> <p>Placement of New Employees on Salary Scales</p> <p>a) When determining the appropriate placement of new employees on the automatic steps of any scale the employer will take into account the employee's years of experience in the occupation.</p> <p>b) the employer may place a new employee on a higher step than determined by their previous experience in the occupation where they consider justified by the degree of difficulty in recruiting for specific skills and/or experience required for the position.</p> <p>c) Placement of new employees will be subject to the specified minimum and maximum steps for the specific occupation and take into account the placement of current employees employed in the same role.</p>
13.6	Tradespeople and Technicians	<p>Remove (a) – (d) and insert.</p> <p>Development of a qualified trades pay structure occurred in 2023 and is implemented effective 17 April 2023.</p> <p>Translation to Pay Structure</p> <p>Where the trade has auto progression the employee will translate to the relevant step on the scale based on their length of service in their current role at the Te Whatu Ora (including any continuous employment with the previous DHB/District's) and move to the next auto step on their employment anniversary.</p> <p>Note: As part of the implementation plan for this CA, support will be provided to each District to enable consistency in the translation exercise for the new qualified trades pay structure.</p> <p>Pay Progression in the Qualified Trades Pay Structure</p> <p>Progression is by annual service-based progression through the auto pay steps.</p> <p>Progression through merit steps is via successful completion of the merit process for the relevant trade.</p> <p>The merit process is to be agreed between the parties in accordance with the Merit Working Party Terms of Reference (refer Appendix 2)</p> <p>The pay structure is provided for the following groupings of trades roles:</p> <ul style="list-style-type: none"> • Group 1 Qualified Painters, Gardeners and Boiler Attendants • Group 1 Carpenters • Group 2 Electrical Services Technician • Group 2 Electrician, Fitter, Plumber, Mechanic • Group 3 Supervisor / Team Leader • Group 4 Operations Engineer <p>Insert new clause:</p>

		<p>Abatement of Existing Allowances</p> <p>Where an employee currently is entitled to a District specific allowance which is for the purpose of retaining qualified employees, then the allowance will be abated by the salary increase the employee receives effective 17 April 2023.</p> <p>E.G if the employee receives a \$10,000 Skills Allowance, and translation on the pay structure is an increase of \$8,000, the employee's Skills Allowance will reduce to \$2,000 and will continue abating until the value of the allowance is zero.</p> <p>Removal of Allowances</p> <p>The following leading hand allowances are replaced by the recognition of the role of Leading Hand in the new qualified trade pay structure:</p> <ul style="list-style-type: none"> • Remove leading hand allowance from Hawkes Bay (p.93 (e)) • Remove Counties Manukau Leading Hand Allowance p121 (Leading Hand Rate) <p>The following allowances provided for the purpose of recruitment and retention are subject to abatement and will not be offered to new employees:</p> <ul style="list-style-type: none"> • Waitemata Technical Skills Allowance (p 112) • Recruitment and Retention Allowance at Canterbury (p 70) • Any other District payments for the purpose of recruitment and retention. <p>Add notes to this effect in the relevant Schedules.</p> <p>See Appendix One of the Terms of Settlement for the pay structure.</p>
13.7	Market Rates	<p>Remove clause as no longer relevant.</p> <p>Re-number Higher Duties Allowance to 13.7</p>
13.9	Bridging – All Union Members	<p>Remove clause as no longer relevant</p>
14.1	Tool Allowance	<p>Add to the clause.</p> <p>... a taxable allowance of 50 cents per hour.</p> <p>Note for ToS and Implementation Plan: A taxable allowance is paid for all hours worked. In the case of sick leave or annual leave (or other types of paid leave) the tool allowance is included in average earnings calculations and relevant daily pay.</p> <p>Note on Schedules:</p> <ul style="list-style-type: none"> • Where a Schedule provides a higher tool allowance than 50 cents, this will remain applicable.
19.10	On Call Leave	<p>NEW CLAUSE</p> <p>Employees who do not work shift work as defined in clause 7 and who are required to participate on on-call rosters shall be granted 2 hours of leave for each weekend day or part thereof where the on-call period is 8 or more hours, and they are required to be on-call during normal off duty hours, up to a maximum of 3 days additional leave per annum.</p>

		Such leave shall be paid at annual leave averages and is accumulative. If an employee receives 'shift leave' included in the District specific schedules, they will not be eligible for both shift leave and on-call leave.
20.9	Sick Leave	Remove clause: Until 2 August 2022, where a part-time employee has used their sick leave, on a case by case basis, a calculation comparing actual hours versus contracted hours will be done and if additional sick leave is the result, it will be granted. Calculation is based on the anniversary of the employee's start date.
39.0	Resolution of Employment Problems	Add in wording: If the employment relationship problem is a personal grievance, the employee must raise the grievance with the employer within a period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee, whichever is the latter. Where the grievance is in respect of sexual harassment the employee needs to raise their grievance within 12 months of the action occurring or the grievance coming to their notice.
44.0	Bargaining Fee	Retain clause provisions which are reserved pending a favourable outcome of the bargaining fee ballot.
	Signatories	Update signatories
Schedules	Waitemata	<p>Add the following to the Waitemata Schedule (p.105)</p> <p>This provision is to set out the provisions that apply to those employees who work as duty / shift engineers on a 12-hour shift roster at Waitematā District. Unless specified below, all other provisions of the E tū Maintenance Trades and Related Services Collective Agreement will apply. The following provisions in the Collective Agreement do not apply:</p> <p>Clause 8.0: Hours of Work Clause 10.0: Meal Breaks and Rest Periods (noting that paid meal breaks and rest periods suitable for 12-hour shifts will be provided instead) Clause 11.0: Overtime Clause 13.0: Salaries Clause 19.0: On Call Leave</p> <p>1. Salaries</p> <p>The salaries for employees working a 24 / 7 12-hour rotating shift roster are all-inclusive, and overtime is not provided for except as set out in clause 3 of this provision. Salaries are inclusive of any loading for applicable penal rates.</p> <p>On 17 April 23, employees will receive a \$4,000 lump sum payment to recognise bringing them into the E tū Maintenance and Trades Collective Agreement. On 17 April 24, employees will receive a 3% increase on their paid rates.</p> <p>2. Hours of Work</p> <p>Duty/Shift Engineers will be rostered on 12-hour shifts, working an average of 84 hours per fortnight in accordance with the published roster.</p>

		<p>3. Overtime</p> <p>Overtime compensation may be agreed between the employer and employee on the basis of equivalent time off on an hour for hour basis. Overtime compensation does not apply unless working greater than the rostered duty or additional shifts worked in excess of the normal rostered fortnight (being a fortnightly pattern of 84,72,84,96 hours).</p> <p>Waitemata Technical Skills Allowance</p> <p><u>Add the following to the Waitemata Schedule</u></p> <p>Abatement: Where an employee currently is entitled to a District specific allowance which is for the purpose of retaining qualified employees, then the allowance will be abated by the salary increase the employee receives effective 17 April 2023.</p> <p>E.G., if the employee receives a \$10,000 Skills Allowance, and translation on the pay structure is an increase of \$8,000, the employee's Skills Allowance will reduce to \$2,000 and will continue abating until the value of the allowance is zero.</p> <p>The Waitemata Technical Skills Allowance is subject to abatement for existing employees at date of coming into force of the Collective Agreement. effective 17 April 2023 and will not be offered to new employees.</p>
Schedules	Canterbury	<p>Canterbury Recruitment and Retention Allowance</p> <p>Add the following to the Canterbury Schedule:</p> <p>Abatement: Where an employee currently is entitled to a District specific allowance which is for the purpose of retaining qualified employees, then the allowance will be abated by the salary increase the employee receives effective 17 April 2023.</p> <p>E.G if the employee receives a \$10,000 Skills Allowance, and translation on the pay structure is an increase of \$8,000, the employee's Skills Allowance will reduce to \$2,000 and will continue abating until the value of the allowance is zero.</p> <p>The Canterbury Recruitment and Retention Allowance is subject to abatement for existing employees effective 17 April 2023 and will not be offered to new employees.</p>
Appendix 5	Terms of Settlement	Add signed copy of terms of settlement to Appendix 5
Technical Changes		
		Update reference of MECA to CA
		Remove all reference to DHB through main body of the document. Replace with the employer, the District or Te Whatu Ora depending on what is appropriate.
		Renumbering clauses where incorrect.

Other Provisions forming part of this settlement

1. Translation to the Pay Structure

Translation to the qualified trades pay structure is based on the employee's continuous service in their current role at Te Whatu Ora (or the previously named DHB's) as at 17 April 2023. Since 17 April 2023 an employee may have had enough service to move to the next step on the scale, and they should move to that step effective their anniversary date.

E.G. Employee is a Carpenter and length of service at 17 April 23 of one year which translates them to step 3. Their anniversary is 23 July 23, which means that on this date they move to step 4 of the salary scale.

There may be a small number of employees who have been employed recently with Te Whatu Ora and placed on the bottom of the salary ranges due to the ongoing work on the pay structure. Where this is the case, the Advocate will work with the relevant District to consider the experience of the employee and determine appropriate placement.

Where E tū disagrees with the placement of the employee on the pay structure due to incorrect service calculation being applied, then E tū official and an E tū Delegate will meet with an ER Advocate and Facilities Manager to discuss and determine appropriate placement on the structure.

Note: This is not a means to appeal an employee's placement on the structure and is only triggered where an incorrect service calculation is alleged.

2. Lump Sum Payments

2.1 Qualified Tradespersons

Where an employee is on the qualified trades pay scale, and translation to the new pay structure does not deliver a base pay increase of \$4,000, the employee will receive the balance in a lump sum payment effective 17 April 2023.

E.G. If an employee receives a base pay increase of \$2600 through the pay structure, the employee will receive a lump sum payment of \$1400.

If an employee does not receive any base pay increase in the translation to the pay structure, then they will receive a lump sum payment of \$4,000. An example of where this applies is for the Waitemata Shift Engineers who will receive a lump sum payment of \$4,000.

Employees who are in the situation of abating their allowance (provided for the purpose of recruitment and retention) and as a result of the abatement receive no increase in pay, will receive a \$4000 lump sum.

2.2 Stores and Unqualified Groups

The following lump sum payments will be made to all stores employees and all unqualified gardeners and groundspeople, trades assistants, labourers, and non-trade supervisors:

First Lump Sum Payment

A lump sum payment of \$750 shall be made to stores employees and all unqualified gardeners and groundspeople, trades assistants, labourers, and non-trade supervisors who are E tū union 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.

The pro-rating for casual employees qualifying for this payment will be based on the number of T1 ordinary hours worked over the preceding 12 months as a proportion of full-time hours.

Second Lump Sum Payment

A lump sum payment of \$500 shall be made to stores employees and all unqualified gardeners and groundspeople, trades assistants, labourers, and non-trade supervisors employed under this Collective Agreement on 17 April 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.

The pro-rating for casual employees qualifying for this payment will be based on the number of T1 ordinary hours worked over the preceding 12 months as a proportion of full-time hours.

3. Commitment to Working Party for Merit Progression and Commitment to Working Party on Schedules (see Appendix 2)

4. Addressing low pay

For the purpose of addressing low pay the bottom step for Unqualified Gardeners and Grounds people and Labourers and Trades Assistants has been removed. These are now a 3 step scale.

5. On Call Allowance

We appreciate the union have this claim outstanding and we encourage them to raise the issue at Health Operations Forum or He Ara Tapa Tahī (SHEF) so the matter can be considered nationally as a cross workforce issue.

6. Errors and Updating

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

APPENDIX 1: Pay Rates

SECTION 1

Stores Workers and Unqualified Gardeners and Grounds people

Grade		1-Dec-22	17-Apr-23	17-Apr-24
4	NZQA level 3	\$27.68	\$29.60	\$30.56
3	NZQA level 2	\$26.44	\$28.36	\$29.32
2	Commencement	\$25.08	\$27.00	\$27.96

Note 1: In relation to Stores Workers, this pay scale only covers any Stores Workers who are not covered by the Administration & Clerical Pay Equity Settlement. Pay rates for Stores Workers covered by the pay equity settlement are separately listed in Appendix 1, Section 3.

Note 2: The parties have agreed that a check will be carried out to ensure Stores Workers who should be within coverage of the Administration & Clerical Pay Equity Settlement are covered by the relevant pay equity implementation processes, and appropriately placed on the Stores pay structure in Section 3.

Labourers and Trades Assistants

Grade		1-Dec-22	17-Apr-23	17-Apr-24
4	3 years' service NZQA Level 3	\$29.68	\$31.60	\$32.56
3	NZQA Level 2	\$28.44	\$30.36	\$31.32
2	Commencement	\$27.08	\$29.00	\$29.96

Non trades Supervisors

Grade		1-Dec-22	17-Apr-23	17-Apr-24
4	NZQA level 4	\$32.18	\$34.10	\$35.12
3	NZQA level 3	\$30.94	\$32.86	\$33.84
2	NZQA level 2	\$29.58	\$31.50	\$32.46
1	Commencement	\$27.50	\$29.42	\$30.38

SECTION 2

Qualified Trades Pay Structure

Set out below is the overall qualified trades pay structure.

Qualified Trade Pay Structure	17 April 23	17 April 24
Step 1	\$68,600	\$70,658
Step 2	\$71,500	\$73,645
Step 3	\$73,300	\$75,499
Step 4	\$75,700	\$77,971
Step 5	\$77,900	\$80,237
Step 6	\$80,200	\$82,606
Step 7	\$84,100	\$86,623
Step 8	\$88,400	\$91,052
Step 9	\$91,400	\$94,142
Step 10	\$94,500	\$97,335
Step 11	\$97,100	\$100,013

Progression will be by annual service-based increments and defined merit steps. The progression in relation to auto steps and merit steps is set out below for each Trades Group.

Merit criteria for the merit steps defined for each Trade Group will be developed by the parties in a bipartite Merit Working Party. Terms of Reference are set out in Appendix 2.

Group 1 Qualified Painters, Gardeners and Boiler Attendants

	17 April 23	17 April 24
Step 1	\$68,600	\$70,658
Step 2	\$71,500	\$73,645

Progression through these steps is annual automatic service based.

Group 1 Carpenter

	17 April 23	17 April 24
Step 2	\$71,500	\$73,645
Step 3	\$73,300	\$75,499
Step 4	\$75,700	\$77,971
Step 5 (Merit)	\$77,900	\$80,237

Progression through step 2 to step 4 is via annual automatic service-based progression.

Progression to Step 5 is achieved through completing the applicable merit criteria.

A Carpenter - Leading Hand will be appointed to Step 5 and is a designated position.

Leading Hand Definition:

- Supports respective trades team members and contractors to complete tasks to required standards and levels of service.
- Spends greater than 50% of time on the tools.
- Provides technical support and solutions for trades team members and contractors.
- Escalates staff and/or contractor performance issues to Supervisor / Team Leader.
- Covers Supervisor / Team Leader role as required in their absence.

Group 2 Electrical Service Technician

	17 April 23	17 April 24
Step 3 (newly qualified)	\$73,300	\$75,499
Step 4	\$75,700	\$77,971
Step 5	\$77,900	\$80,237
Step 6 (Merit)	\$80,200	\$82,606

Progression through step 3 to step 5 is via annual automatic service-based progression.

Progression to Step 6 is achieved through completing the applicable merit criteria.

Electrician Services Technician Definition:

A person who has satisfied the Electrical Workers Registration Board’s requirements for registration as an Electrical Service Technician and holds a current Practising Licence. Able to carry out prescribed electrical work (PEW) that involves maintenance, repair, or servicing work on electrical fittings, appliances and electrical equipment used in electrical installations within their limits of work.

Group 2 Electrician, Fitter, Plumber, Mechanic

	17 April 23	17 April 24
Step 3 (newly qualified)	\$73,300	\$75,499
Step 4	\$75,700	\$77,971
Step 5	\$77,900	\$80,237
Step 6	\$80,200	\$82,606
Step 7	\$84,100	\$86,623
Step 8 (Merit)	\$88,400	\$91,052

Progression through step 3 to step 7 is via annual automatic service-based progression.

Progression to Step 8 is achieved through completing the applicable merit criteria.

Leading Hands will be appointed to Step 8 and is a designated position.

Leading Hand Definition:

- Supports respective trades team members and contractors to complete tasks to required standards and levels of service.
- Spends greater than 50% of time on the tools.
- Provides technical support and solutions for trades team members and contractors.
- Escalates staff and/or contractor performance issues to Supervisor / Team Leader.
- Covers Supervisor / Team Leader role as required in their absence.

Group 3 Supervisor/Team Leader

	17 April 23	17 April 24
Step 9	\$91,400	\$94,142
Step 10	\$94,500	\$97,335
Step 11 (Merit)	\$97,100	\$100,013

Progression through step 9 to step 10 is via automatic service-based progression.

Progression to Step 11 is achieved through completing the applicable merit criteria.

Supervisor/Team Leader Definition:

- Manages day to day team activities.
- Organises and allocates resources in accordance with work plans and resource availability.
- Spends less than 25% of time on the tools.
- Ensures sufficient materials (spares, consumables, etc.) are available to deliver work plans.
- Liaises with stakeholders and /or services to arrange access and minimise service disruptions.
- Does not hold financial delegations but monitors spend and escalates exceedances to line manager as required.
- Coordinates staff and escalates performance issues to manager.
- Is 2IC to line manager.

Group 4 Operations Engineer

	17 April 23	17 April 24
Step 9	\$91,400	\$94,142
Step 10	\$94,500	\$97,335
Step 11 (Merit)	\$97,100	\$100,013

Progression through step 9 to step 10 is via automatic service-based progression.

Progression to Step 11 is achieved through completing the applicable merit criteria.

Operations Engineer Definition:

- Manage compliance regimes, oversee planned maintenance regimes and/or managing minor capital works.
- Monitoring and performance optimisation of all building systems, such as all digitally controlled, mechanical, electrical/electronic, safety, heating, ventilation, air-conditioning and reticulated piped systems.
- First line of trouble shooting and provide 1st line response, diagnosis and repair (within own skill set) or organisation of repair and maintenance with internal team or contractor.
- Liaise and communicate with hospital departments in respect of their engineering requirements.
- Organise and manage engineering contractors for work that falls outside the resources of Engineering Services and manage their input.

SECTION 3

Stores covered by the Administration & Clerical Pay Equity Settlement¹

Set out below are tables that illustrate current rates, and the application of the proposed pay increases over the term as follows:

Year 1 - \$4000 flat rate adjustment on 17 April 2023

Year 2 - \$2000 flat rate adjustment or 3% whichever is the higher on 17 April 2024

Current (as per Administration & Clerical Pay Equity Settlement)

Current Stores Pay Rates

Band	Maximum Rate	Number of steps	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Band 7	86,700	7	73,695	75,863	78,030	80,198	82,365	84,533	86,700
Band 6	81,600	7	71,196	72,930	74,664	76,398	78,132	79,866	81,600
Band 5	75,480	6	67,932	69,442	70,951	72,461	73,970	75,480	
Band 4	72,114	6	64,903	66,345	67,787	69,229	70,672	72,114	
Band 3	68,340	5	59,627	61,805	63,984	66,161	68,340		
Band 2	63,240	4	55,177	57,865	60,552	63,240			
Band 1	57,630	3	51,291	54,461	57,630				

Year 1 Effective 17 April 2023

STORES PAY RATES

Band	Maximum Rate	Number of steps	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Band 7	90,700	7	77,695	79,863	82,030	84,198	86,365	88,533	90,700
Band 6	85,600	7	75,196	76,930	78,664	80,398	82,132	83,866	85,600
Band 5	79,480	6	71,932	73,442	74,951	76,461	77,970	79,480	
Band 4	76,114	6	68,903	70,345	71,787	73,229	74,672	76,114	
Band 3	72,340	5	63,627	65,805	67,984	70,161	72,340		
Band 2	67,240	4	59,177	61,865	64,552	67,240			
Band 1	61,630	3	55,291	58,461	61,630				

Effective 17 April

Year 2 2024

STORES PAY RATES

Band	Maximum Rate	Number of steps	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Band 7	93,421	7	80,026	82,259	84,491	86,724	88,956	91,189	93,421
Band 6	88,168	7	77,452	79,238	81,024	82,810	84,596	86,382	88,168
Band 5	81,864	6	74,090	75,645	77,200	78,755	80,309	81,864	
Band 4	78,397	6	70,970	72,455	73,941	75,426	76,912	78,397	
Band 3	74,510	5	65,627	67,805	70,024	72,266	74,510		
Band 2	69,257	4	61,177	63,865	66,552	69,257			
Band 1	63,630	3	57,291	60,461	63,630				

¹ The pay rate and job banding structure is as per the Administration & Clerical Pay Equity Settlement with the increases applied. Year 1 represents a \$4000 flat rate adjustment and Year 2 represents a \$2000 flat rate adjustment or 3% whichever is higher.

Notes

- The pay rate that is applicable to an employee is determined through mapping to an Administration National Role profile. The National Role Profile determines what pay band is applicable.
- The Administration & Clerical Pay Equity Settlement included pay system rules in addition to the pay rate and job banding structure.
- The pay rate and job banding structure and the pay system rules will be included in an appendix to the Collective Agreement.

Stores covered by the Administration Pay Equity Settlement

Pay System Rules

Progression

Progression through the pay steps will be by automatic annual service-based increments.

Starting rate

All staff new to a role will commence on step 1 of the relevant pay band, with the exception of the following specific circumstances.

Recognition of prior experience

Where an applicant to a role has highly relevant previous experience (more cumulative experience than the minimum listed in the profile description), a commencement step of 2 or 3 could be agreed upon by the hiring manager / professional lead in consultation with the HR on the following basis:

Relevant Cumulative Experience	Starting Step
Two or more years more than the minimum experience referenced in the profile	Step 2
4 or more years more than the minimum experience referenced in the profile	Step 3

The same band at a different location: An employee who moves to a role profile in the same band at another location will be appointed at their existing band and step and will retain their salary anniversary date.

Gaps in service of less than 2 years: If a new recruit is returning to work that is the same or similar to their previous role, they will return to the higher of their previous step placement or the step assessment based on recognition of prior experience

Maintenance of Salary

No existing employee will have their pay reduced to progress into a higher band.

The employee will retain their rate and start at a step that reflects the experience gained working in the health sector environment and progress through the steps while the pay rate is maintained until the steps surpass the pay rate held.

Employees who move to another role within the same band will retain their current step and salary anniversary date.

APPENDIX 2: Working Parties

Terms of Reference for Working Groups

Project 1:	Review of Scheduled Provisions (Appendix 4 DHB Specific Schedules) of the E tū National Maintenance Trades and Related Services Collective Agreement
Preamble	<ul style="list-style-type: none">• Te Whatu Ora and E tū have a common interest in further consolidation of the provisions of the E tū National Maintenance Trades and Related Services Collective Agreement.• There was no time during the 2023 negotiations to undertake the research required to understand the number of employees covered by scheduled provisions and current practice in Districts in relation to those provisions. For this reason, the parties agreed to set up a joint Working Party.• These Terms of Reference detail the agreement between the parties to jointly undertake the review of the Scheduled provisions in Appendix 4 DHB Specific Schedules of the Collective Agreement.
Objective	<p>The objective of this working party is to explore and make recommendations for the further consolidation of terms and conditions in the National Maintenance Trades and Related Services Collective Agreement.</p> <p>Note: This work won't add any new clauses to the main body of the document, but will assess whether the current scheduled clauses are still relevant, and remove clauses where the main body of the document contains clauses which supersede those in the schedules.</p>
Project Process	<ul style="list-style-type: none">• The Working Party will comprise:<ul style="list-style-type: none">○ 2 - 4 x representatives Te Whatu Ora○ 2 - 4 x representatives E tū○ The quorum will comprise 1 x paid official, 1 x delegate for E tū and 1 Manager, and 1 x ER specialist for Te Whatu Ora.• The Working Party may seek advice from subject matter experts as required.• Once established, the Working Party will develop the project process and plan.
Timeframe	<ul style="list-style-type: none">• The Working Party will convene their first meeting within 3 months of the ratification of settlement.• The Working Party will provide its recommendations to its respective stakeholders no less than 3 months prior to the end of the Collective Agreement term.
Communication	<p>In addition to the parties' respective communications processes, the Working Party may provide jointly agreed updates on progress to stakeholders.</p>

Project 2:	Development of Merit Criteria for the E tū National Maintenance Trades and Related Services Collective Agreement
Preamble	<ul style="list-style-type: none"> • Te Whatu Ora and E tū have agreed to develop criteria for merit steps as follows (refer clause 13) <ul style="list-style-type: none"> ○ Group 1 (Carpenter) step 5 ○ Group 2 (Electrician, Fitter, Plumber, Mechanic) step 8 ○ Group 3 (Supervisor / Team Leader) step 11 ○ Group 4 (Operations Engineer) step 11 • These Terms of Reference detail the agreement between the parties to jointly develop the merit criteria as per clause 13 of the Collective Agreement.
Objective	<p>The objective of this working party is to explore and make recommendations for merit criteria which are:</p> <ul style="list-style-type: none"> • Attainable for employees • Meaningful for the organization • Demonstrates use of site knowledge and expertise • Objective criteria which is fair to all
Project Process	<ul style="list-style-type: none"> • The Working Party will comprise: <ul style="list-style-type: none"> ○ 2 - 4 x representatives Te Whatu Ora ○ 2 - 4 x representatives E tū ○ The quorum will comprise 1 x paid official, 1 x delegate for E tū and 1 Facilities Manager, and 1 x ER specialist for Te Whatu Ora. • The Working Party may seek advice from subject matter experts as required. • Once established, the Working Party will develop the project process and plan.
Timeframe	<ul style="list-style-type: none"> • The Working Party will convene their first meeting within 3 months of the ratification of settlement. • The Working Party will complete its work by 17 April 2024 and be implemented in accordance with clause 13 of the E tū National Maintenance Trades and Related Services Collective Agreement.
Communication	<p>In addition to the parties' respective communications processes, the Working Party may provide jointly agreed updates on progress to stakeholders.</p>

