
All District Health Boards

30 June 2018

Lesley Harry
Industrial Advisor
New Zealand Nurses Organisation
PO Box 1220
Hamilton 3240

Dear Lesley

Re: Offer for Settlement of the DHBs/NZNO Nursing and Midwifery MECA

This letter constitutes a formal offer of settlement of the NZNO Nursing and Midwifery MECA.

We acknowledge that your members have rejected the DHBs third offer and following successful facilitation the parties have agreed a settlement that NZNO has agreed to take out for ratification.

The key features of this offer for settlement include:

- The term of the new MECA will be 36 months with an effective date of 4 June 2018 expiring on 31 July 2020 (comes into force on 23 July 2018).
- Three increases over the term of the agreement for all members being:
 - 3% as at 4 June 2018, except the Designated Senior Nurse and Midwifery Salary scale will increase by an additional 1%, and
 - 3% as at 6 August 2018, and
 - 3% as at 5 August 2019.
- In addition to the three salary increases we offer a lump sum. Payment of \$2,000 pro rata FTE for all full-time, part-time and casual employees as recognition of the recent workload difficulties experienced by nurses and midwives. This sum represents the equivalent of 3% of the RN5 Rate (\$66,755). Payment to be made as soon as possible after a successful ratification. The lump sum will be payable to those employees employed by the DHBs as at 9 July 2018, the date of ratification.

Note that Lump Sum Payments for both part-time and casual employees will be based on actual hours worked over the previous 12 months, up to the equivalent of 1 FTE.

- A new step on the RN/RM salary scale. Step 6 is \$72,944 effective from 6 May 2019 moving to \$75,132 on 5 August 2019

- A new Step 7 on the RN/RM salary scale, being \$77,386 will become effective from 1 August 2020
- One new step on the EN salary scale. Step 4 is \$55,385 effective from 6 May 2019 moving \$57,047 on 5 August 2019
- One new step on the HCA salary scale. Step 5 is \$46,605 effective from 6 May 2019 moving \$48,003 on 5 August 2019
- Increased PDRP allowance for Enrolled Nurses from \$2,500 to \$3,000 and \$4,000 to \$4,500 effective from 4 June 2018
- Community Nurse/Midwife salary scale step 8 will increase by 3% effective from 6 May 2019 with the rate moving to \$80,541 and then to \$82,957 on 5 August 2019.
- For the Designated Senior Nurse and Midwifery salary scale all of the top steps of each grade will increase by 3% on 6 May 2019.
- Increases in the on-call allowance from \$4.04 per hour and \$6.06 per hour to \$8.00 per hour and \$10.00 per hour effective from 4 June 2018
- In addition to the monetary items outlined above, the DHBs commit to:
 - Work in partnership with NZNO to complete a pay equity examination for all members covered by the MECA, including an agreed timeframe to complete the work and negotiate any findings from that joint work. This work will be completed during the term of the MECA. The effective date for the payment of Pay Equity will be 31 December 2019.
 - Fully introduce the Care Capacity Demand Management (CCDM) programme by June 2021. A new clause has been added to Appendix 1 (b) in the MECA and will provide a collaborative framework for managing any acute staffing issues that arise in the interim and increased resources to the Safe Staffing Healthy Workplace Unit to support CCDM introduction.
 - Further, the DHBs agree to a bargaining fee process to ensure that employees who are not NZNO members but wish to enjoy the benefits of this settlement pay an amount equivalent to the union membership fee, to the union.

Minister/Ministry of Health Commitment to Immediate Relief and Staffing Workload Issues

The Minister has indicated he will write to all DHB Chairs to convey his clear expectation that the additional positions will be appointed to as soon as possible and that they and their Boards should be updated at each Board meeting on this.

The Ministry has already worked out the appropriate distribution of this funding to DHBs and the Minister has asked the Director-General of Health to make this funding available to DHBs from 1 July 2018 to begin recruiting to the additional positions.

The Minister has also asked the Director-General to monitor closely the process of recruiting the additional nursing and midwifery resources and report formally to him every month on progress in each DHB.

The Ministry also expects DHB Chief Executives to engage fully with nursing leaders in their organisations to agree the best way to allocate the additional nursing and midwifery resources so as to address the areas where pressure is greatest and there are the biggest increases in demand and patient complexity.

We are sure you will agree that this Offer for Settlement addresses the issues that you raised at mediation and during the facilitation process.

A full summary of the offer is attached as Terms of Settlement. Please contact me directly if you require any further points of clarification.

Whilst we have endeavoured to be accurate there may be matters that we have inadvertently overlooked, accordingly please consider the attached on an Errors & Omissions Excepted basis. If either party identifies any errors in the attached, we undertake to work with you to correct these prior to signing the final MECA.

We look forward to a positive outcome of your ratification meetings.

Yours faithfully

A handwritten signature in black ink, appearing to be 'KM', written in a cursive style.

Kevin McFadgen

DHB Advocate for NZNO Bargaining

DHBS/NZNO NURSING and MIDWIFERY MECA
4 June 2018 - 31 July 2020 (comes into force on 23 July 2018)

TERMS OF SETTLEMENT

Please note: If a clause is not mentioned in the summary of changes to the MECA, shown below, then it remains unchanged from the DHBS/NZNO Nursing and Midwifery MECA 24 August 2015 – 31 July 2017.

Clause No	Clause Title	Change
2.0	Coverage and Application	Add "Nurse Practitioners" to Clause 2.1
2.0	Coverage and Application	Add new Clause 2.9 as follows: 2.9 All terms and conditions in this Agreement shall have effect/apply from the date specified in the particular clause, or from the date specified in the term of the agreement (Clause 3) where there is no date specified, except that: a) Subject to s.58 of the Employment Relations Act 2000, any employee who becomes bound by this agreement after the date of ratification shall only be able to enforce the terms with effect from the date on which they advise the employer they have joined NZNO.
3.0	Term	4 June 2018 to 31 July 2020 (comes into force on 23 July 2018)
4.0	Variation of this MECA	Delete the last sentence.
6.0	Hours of Work	Delete "Health & Safety in Employment Act 1992 S.6(d)" and replace with Health and Safety at Work Act 2015 S.36(1)"
6.0	Hours of Work	Delete the following wording from Clause 6 Hours of Work and reinsert in Appendix 1b: "In the event that an acute staffing shortage cannot be alleviated, patient cares, and the volume and range of services may be reduced in accordance with direction by the appropriate manager and employer policies. In addition the following escalation process shall apply:

		<p>When a nurse or midwife considers they have reached the limits of safe practice they will be supported to resolve the situation as follows:</p> <ul style="list-style-type: none"> • The nurse or midwifery manager or duty manager will be immediately informed of the situation by the nurse or midwife. • The nurse or midwife will not be required to take additional workload until strategies have been implemented to address the immediate workload issues (e.g. the redeployment of staff or patients), notwithstanding any immediate duty-of-care requirements <p>If the process outlined above does not resolve the situation, steps will be taken immediately to elevate the issue to that level of nursing service management authorised to resolve the immediate problem and take steps to reduce the likelihood or a recurrence of similar problems.</p> <ul style="list-style-type: none"> • The most senior nurse or midwife in the DHB, at the time of the event, will report the event to the most senior manager in the DHB as soon as is reasonably possible. [For example; The Nurse or Midwifery Manager or Duty Manager will immediately advise the Director of Nursing (DoN) or, if the DoN is not available, the Manager responsible for the hospital at that time.] • Direct assistance will then be given from this level in the organisation, and the event reported to the Chief Executive by the DoN as soon as is reasonably possible. <p>All incidents shall be reported and investigated and an NZNO delegate will be involved in investigations and corrective measures.”</p>
6.0	Hours of Work	Amend “10.4” to “10.6”
6.0	Hours of Work	<p>In Clause 6.9(iii) delete (a) – (c).</p> <p>Renumber 6.9(iii) (d) as 6.9(iv).</p> <p>Renumber 6.9(iv) as 6.9(v).</p> <p>In Clause 6.9 delete the words “as specified below”</p>

		In Clause 6.9 delete “(or four hour break where applicable)” in two places
6.0	Hours of Work	In Clause 6.19 add the following sentence after “.....give a minimum of four weeks’ notice.” “Employees who accept a new position which requires the individual to work a 10 hour shift are not eligible to opt out without the consent of the employer.” In Clause 6.19 renumber (i) to (j) Reorder clause.
8.0	Salaries	Increase salary scales as follows: 3% from 4 June 2018, except the Designated Senior Nurse and Midwifery Salary Scale will increase by an additional 1% 3% from 6 August 2018 3% from 5 August 2019 See Appendix 1 for the new salary scales.
8.0	Salaries	<ul style="list-style-type: none"> • Add a new step (Step 6) to the salary scale for Registered Nurses and Registered Midwives from 6 May 2019 • Add a further step (Step 7) to the salary scale for Registered Nurses and Registered Midwives from 1 August 2020 • Add a new step (Step 4) to the salary scale for Enrolled, Obstetric, Karitane Nurses from 6 May 2019 • Add a new step (Step 5) to the salary scale for Health Care Assistants and Hospital Aides from 6 May 2019 <p>Step 8 of the Community Nurse/Midwife salary scale increases by 3% on 6 May 2019</p> <p>In the Designated Senior Nurse and Midwife salary scales the top step in each grade increases by 3% on 6 May 2019</p> <p>Note: The general percentage increases will also apply to these scales as above. See Appendix 1 for new salary scales.</p>
8.0	Salaries	In clause 8.0.3 delete Grade 1 of the Designated Senior Nurse and Midwifery Salary Scale.
8.0	Salaries	In Clause 8.1 Operation of Salary Scales add new 8.1 (c)

		<p>“ An employee who transfers between DHBs and has continuous service pursuant to the service definition in clause 5.0 and who has been appointed to the same salary step and salary grade shall:</p> <ul style="list-style-type: none"> (i) retain the same salary increment date, as the with the previous employer, if the break in service is less than three months; or (ii) where the break is between three months and twelve months their salary scale annual increment anniversary date shall be adjusted to such later date as calculated by the equivalent number of days comprising the break provided the employee remains actively engaged on nursing or midwifery related work or study during the break.” <p>Amend cross reference in Clause 8.0.3 to 8.1(f).</p>
10.0	Allowances	In Clause 10.1.2 amend “\$4.04” and “\$6.06” to “\$8.00” and \$10.00” respectively and add “With effect from 4 June 2018” to start of the clause.
10.0	Allowances	In Clause 10.2 Higher Duties add the following words in 10.2.3 after “...five consecutive days” “(or, for example, three consecutive days when 12 hour shifts are worked, or four consecutive days when working 10 hour shifts)”
10.3	Allowances	In Clause 10.3 delete the words “effective from the 1 July 2010 (prior to this date, existing payments will continue)” Delete the note at the end of Clause 10.3.
10.0	Allowances	Amendment Clause 10.4 Telephone On-Call to read as follows: “10.4 Telephone On-Call 10.4.1 Where an employee is rostered on an on-call roster and receives a work-related telephone call where the issue of patient care can be resolved over the telephone, and that does not result in a call back, they shall be entitled to payment of \$10.00 per call (regardless of the duration of the telephone call). 10.4.2 In order to be eligible for payment, each call must be logged and include a file/case note recording relevant details and advice.

		<p>10.4.3 An employee who responds to a call back by the way of telephone (as per 10.4.1 above) and who is subsequently required to return to work in relation to the same matter shall be paid in accordance with clause 9.1 and shall not receive payment under clause 10.4.1 as well.</p> <p>For clarity a telephone call does not interrupt minimum break between spells of duty and does not constitute “work” for the purposes of determining whether an employee’s observance of a Public Holiday is transferred.”</p> <p>Note: Where DHBs already have a superior payment for Telephone On-Call (greater than \$10 per call) this arrangement will remain in place.</p>
14.0	Sick and Domestic Leave	<p>In the second paragraph in Clause 14.2 amend “...as an result of injury sustained in an assault...” to “...as a result of an injury sustained in an assault...”</p> <p>Delete “[previous clause 31.2” see below]”</p>
14.0	Sick and Domestic Leave	<p>In Clause 14.6 Transportability of Sick Leave add “2003” at the end of the first bracket.</p>
14.0	Sick and Domestic Leave	<p>Amend “14,11” to “14.11”</p>
16.0	Parental Leave	<p>Delete current Clause 16.0 and replace with following:</p> <p>16.0 Parental Leave</p> <p>16.1 Statement of principle – The parties acknowledge the following provisions are to protect the rights of employees during pregnancy and on their return to employment following parental leave and is to be read in conjunction with the Parental Leave and Employment Protection Act 1987 (referred to as the Act in this clause 16), provided that where this clause 16 is more favourable to the employee, the provisions of this clause 16 shall prevail. Employees should seek the advice of their manager, Human Resources or NZNO in applying for parental leave. Advice on parental leave is also available from Employment New Zealand. Advice on parental leave payments is available from the Inland Revenue Department.</p> <p>16.2 Entitlement and eligibility – Provided that the employee assumes or intends to assume the primary care as defined in the Act, or is the primary carer or partner of a primary carer, the entitlement to parental leave is:</p>

		<p>(a) in respect of every child born to them or their partner;</p> <p>(b) in respect of every child under six years of age, where the employee becomes a primary carer for the child;</p> <p>(c) where two or more children are born at the same time or where the employee becomes a primary carer for two or more children under six years of age within a one month period, for the purposes of these provisions the employee's entitlement shall be the same as if there were only one child.</p> <p>16.3</p> <p>(a) Parental leave of up to twelve months is to be granted to employees with at least one year's service at the time of commencing leave.</p> <p>(b) Parental leave of up to six months is to be granted to employees with less than one year's service at the time of commencing leave.</p> <p>Provided that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of the employer.</p> <p>(c) The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by the employer. The parental leave may be taken in more than one continuous period, with the start and finish dates of each additional period, and any extension of parental leave past the anniversary date of the commencement of parental leave, to be agreed between the employer and the employee.</p> <p>(d) Pursuant to Part 3 (A) of the Act employees who are not entitled to primary carer leave may request a period of negotiated carer leave from their employment. Negotiated carer leave may enable the employee to receive parental leave payments from IRD if they meet the parental leave payment threshold test.</p> <p>16.4 In cases of adoption of children of under six years of age, parental leave shall be granted in terms of 16.2 and 16.3 above, providing that fourteen days' notice is given before the employee intends to assume the responsibility for the care of the child. Evidence of an approved primary care placement shall be provided to the employer's satisfaction.</p>
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		<p>16.10</p> <p>(a) Where possible, the employer must hold the employee's position open or fill it temporarily until the employee's return from parental leave. However in the event that the employee's position is a "key position", the employer may fill the position on a permanent basis if they meet the requirements set out in the Act.</p> <p>(b) Where the employer is not able to hold a position open, or to fill it temporarily until an employee returns from parental leave, or fills it permanently on the basis of it being a key position, and, at the time the employee returns to work, a similar position (as defined in 16.9 (a) above) is not available, the employer may approve one of the following options:</p> <p>(i) an extension of parental leave for up to a further 12 months until the employee's previous position or a similar position becomes available; or</p> <p>(ii) an offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in 16.10(b)(i) above for up to 12 months; or</p> <p>(iii) the appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of 16.10(b)(i) above for up to 12 months:</p> <p>provided that, if a different position is accepted and within the period of extended parental leave in terms of 16.10(b)(i), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or</p> <p>(iv) where extended parental leave in terms of 16.10(b)(i) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 24.3 of this contract.</p> <p>16.11 If the employee declines the offer of appointment to the same or similar position in terms of sub clause 16.9(a) above, parental leave shall cease.</p> <p>16.12 Where, for reasons pertaining to the pregnancy, an employee on medical advice and with the consent of the employer, elects to work reduced hours at any time prior to starting parental leave, then the guaranteed proportion of full time employment after parental</p>
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		<p>leave shall be the same as that immediately prior to such enforced reduction in hours.</p> <p>16.13 Parental leave absence filled by temporary appointee If a position held open for an employee on parental leave is filled on a temporary basis, the employer must inform the temporary appointee that their employment will terminate on the return of the employee from parental leave.</p> <p>16.14 Employees on parental leave may from time to time and by agreement work occasional duties during the period of parental leave and this shall not affect the rights and obligations of either the employee or the employer under this clause.</p> <p>16.15 Paid Parental Leave – Where an employee takes parental leave under this clause, meets the eligibility criteria in 16.2 (i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee’s base salary (pro rata if less than full-time) for a period of up to 14 weeks.</p> <p>Employees who negotiate carer leave under Part 3 (A) of the Act are not eligible for the Parental Leave payment under Clause 16.15.</p> <p>These payments shall be made at the commencement of the parental leave and shall be calculated at the base rate (pro rata if appropriate) applicable to the employee for the six weeks immediately prior to commencement of parental leave. From 1 June 2017 an employee who takes a period of paid leave (e.g. annual leave) at the start of his or her parental leave may elect to start his or her parental leave payment period on the day after the date on which that period of paid leave ends, even if it is later than the child’s arrival or due date.</p> <p>These payments shall only be made in respect of the period for which the employee is on parental leave and in receipt of the statutory payment if this is less than 14 weeks.</p> <p>Where 16.3(c) applies and both partners are employed by the DHB, the paid parental leave top up will be made to only one employee, being the employee who has primary care of the child.</p>
26.0	Confidentiality/ Public Statements	Delete the second sentence in Clause 26.3.

27.0	Professional Development	<p>In Clause 27.9 Professional Development and Recognition or Quality and Leadership Programme amend the allowances for ENs as follows:</p> <p>EN Accomplished – Amend “\$4000 p.a.” to “\$4500 p.a. effective 4 June 2018”</p> <p>EN Proficient – Amend “\$2500 p.a.” to “\$3000 p.a. effective 4 June 2018”</p>
30.0	Health and Safety	<p>In Clause 30.1 amend “Health and Safety in Employment Act 1992” to “Health and Safety at Work Act 2015”.</p>
32.0	Uniforms and Protective Clothing	<p>In Clause 32.4 Clothing Allowance add “taxable” before the word “allowance” in Clause 32.4(i) and 32.4(ii).</p>
38.0	Bargaining Fee	<p>It is agreed that a bargaining fee shall be applied to those employees whose work is covered by this Agreement but who are not members of NZNO and who are not members of another union, and who do not otherwise opt out of this clause, in accordance with the Employment Relations Act 2000 (S.69P and following).</p> <p>“38.1 For the purposes of this clause:</p> <ul style="list-style-type: none"> (a) the “bargaining fee” shall be set at 100% of the current NZNO membership subscription rate (Registered Nurses \$20.90 per fortnight, Enrolled Nurses \$16.69 per fortnight, HCA’s \$12.57 per fortnight) and paid each pay period, and shall not increase during the term of this clause; (b) the date the bargaining fee commences is 14 days after the expiry of the specified period as advised to the affected employees in accordance with S.69R.(1)(c) of the Employment Relations Act 2000 (c) an “affected employee” is one <ul style="list-style-type: none"> (i) whose work is covered by the coverage clause of this Agreement and (ii) whose terms and conditions of employment comprise or include the terms and conditions of employment specified in this Agreement and (iii) who is not a member of the union and

		<p>(iv) who is not a member of another union and</p> <p>(v) who is not an employee who has opted out.</p> <p>(d) An “employee who has opted out” is one who would otherwise be an affected employee but who has notified the employer by the end of the specified period that she/he does not wish to pay the bargaining fee, and whose terms and conditions of employment remain the same until such time as varied by agreement with the employer.</p> <p>38.2 The employer shall at the end of the specified period deduct the bargaining fee from the wages of each affected employee and remit it to the union in the same manner in which union subscriptions are deducted and remitted to the union.</p> <p>38.3 Nothing in this clause applies to new employees, that is, those who are employed after this Agreement has come into force.</p> <p>38.4 This clause shall expire on 31 July 2020.</p>
40.0	Retiring Gratuities	Amend “Appendix 1(b)” to Appendix 2(a)”
Appendix 1 (a)	Agreement for a Bipartite Relationship Framework	Under “Purpose” amend “HRSA” to “Health Sector Relationship Agreement (HRSA)”.
Appendix 1 (b)	Healthy Workplaces Agreement	<p>Add in the following into Appendix 1(b) at the end of the current wording.</p> <p>Escalation Pathway</p> <p>In the event that an acute staffing shortage cannot be alleviated, patient cares, and the volume and range of services may be reduced in accordance with direction by the appropriate manager and employer policies. In addition the following escalation process shall apply:</p>

		<p>When a nursing or midwife team considers they have reached the limits of safe practice they will be supported to resolve the situation as follows:</p> <ul style="list-style-type: none"> • The nurse or midwifery manager or duty manager will be immediately informed of the situation by the nurse or midwife. • The nurse or midwife will not be required to take additional workload until strategies have been implemented to address the immediate workload issues (e.g. the redeployment of staff or patients), notwithstanding any immediate duty-of-care requirements <p>If the process outlined above does not resolve the situation, steps will be taken immediately to elevate the issue to that level of nursing service management authorised to resolve the immediate problem and take steps to reduce the likelihood or a recurrence of similar problems.</p> <ul style="list-style-type: none"> • The most senior nurse or midwife in the DHB, at the time of the event, will report the event to the most senior manager in the DHB as soon as is reasonably possible. [For example; The Nurse or Midwifery Manager or Duty Manager will immediately advise the Director of Nursing (DoN) or, if the DoN is not available, the Manager responsible for the hospital at that time.] • Direct assistance will then be given from this level in the organisation, and the event reported to the Chief Executive by the DoN as soon as is reasonably possible. <p>All incidents shall be reported and investigated and an NZNO delegate will be involved in investigations and corrective measures.”</p>
Appendix 1(b)	Healthy Workplaces Agreement	<p>Add in the following into Appendix 1(b) after the first sentence.</p> <p>“The DHBs and NZNO commit to the following:</p> <ol style="list-style-type: none"> 1) Full implementation of CCDM in all DHBs by 30 June 2021. 2) DHB implementation plans shall be agreed between the CCDM councils in each DHB and the Safe Staffing Healthy Workplaces Governance Group within 6 months of ratification of the NZNO/DHB MECA. 3) The plans shall be published by each DHB and the SSHWU, and complied with according to the agreements reached with the SSHWU Governance Group.

		<p>4) The plans shall comply with the CCDM standards and among other things include;</p> <ul style="list-style-type: none"> ➤ Timeframes for each stage/milestone of CCDM. ➤ Paid release of staff to attend education and all other components of CCDM e.g. steering group meetings, CCDM council meetings. ➤ Education on a validated acuity tool and the CCDM programme for all staff, (The parties note that there may be more than one acuity tool). ➤ Agreed resourcing to ensure implementation of the plans and consequent/subsequent activities. <p>The SSHWU Governance Group shall write to the Ministry of Health requesting that the implementation of the CCDM programme be outlined in the Ministry of Health Operational Policy Framework.”</p>
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Appendix 2(a)	Retiring Gratuities	<p>Add the Nelson Marlborough retiring gratuity payment schedule into the South Island MECA clause 45 Retiring Gratuities. To be added after clause 45.6.</p> <p>Nelson Marlborough Retiring Gratuities</p> <table border="1" data-bbox="614 1003 1452 2016"> <thead> <tr> <th>year</th> <th>consecutive days</th> <th>MECA provision</th> </tr> </thead> <tbody> <tr><td>1</td><td>0</td><td></td></tr> <tr><td>2</td><td>0</td><td></td></tr> <tr><td>3</td><td>0</td><td></td></tr> <tr><td>4</td><td>0</td><td></td></tr> <tr><td>5</td><td>0</td><td></td></tr> <tr><td>6</td><td>0</td><td></td></tr> <tr><td>7</td><td>0</td><td></td></tr> <tr><td>8</td><td>0</td><td></td></tr> <tr><td>9</td><td>0</td><td></td></tr> <tr><td>10</td><td>31</td><td>31 after 10 years' service</td></tr> <tr><td>11</td><td>35</td><td>11 to 26 = 4 days per full year</td></tr> <tr><td>12</td><td>39</td><td>11 to 26 = 4 days per full year</td></tr> <tr><td>13</td><td>43</td><td>11 to 26 = 4 days per full year</td></tr> <tr><td>14</td><td>47</td><td>11 to 26 = 4 days per full year</td></tr> <tr><td>15</td><td>51</td><td>11 to 26 = 4 days per full year</td></tr> </tbody> </table>	year	consecutive days	MECA provision	1	0		2	0		3	0		4	0		5	0		6	0		7	0		8	0		9	0		10	31	31 after 10 years' service	11	35	11 to 26 = 4 days per full year	12	39	11 to 26 = 4 days per full year	13	43	11 to 26 = 4 days per full year	14	47	11 to 26 = 4 days per full year	15	51	11 to 26 = 4 days per full year
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		20	71	11 to 26 = 4 days per full year
		21	75	11 to 26 = 4 days per full year
		22	79	11 to 26 = 4 days per full year
		23	83	11 to 26 = 4 days per full year
		24	87	11 to 26 = 4 days per full year
		25	91	11 to 26 = 4 days per full year
		26	97	26 (in excess of 25) to 40 = 6 days per full year
		27	103	26 (in excess of 25) to 40 = 6 days per full year
		28	109	26 (in excess of 25) to 40 = 6 days per full year
		29	115	26 (in excess of 25) to 40 = 6 days per full year
		30	121	26 (in excess of 25) to 40 = 6 days per full year
		31	127	26 (in excess of 25) to 40 = 6 days per full year
		32	133	26 (in excess of 25) to 40 = 6 days per full year
		33	139	26 (in excess of 25) to 40 = 6 days per full year
		34	145	26 (in excess of 25) to 40 = 6 days per full year
		35	151	26 (in excess of 25) to 40 = 6 days per full year
		36	157	26 (in excess of 25) to 40 = 6 days per full year
		37	163	26 (in excess of 25) to 40 = 6 days per full year
		38	169	26 (in excess of 25) to 40 = 6 days per full year
		39	175	26 (in excess of 25) to 40 = 6 days per full year
		40	181	26 (in excess of 25) to 40 = 6 days per full year
Appendix 2(b)	Allowances	Delete the following: 2. Accident and Emergency Nurses/Ambulance Officers – Wairau Hospital 4. Area Health Nurse (French Pass)		

Appendix 4	Telephone On-Call Pilot	Delete Appendix 4 Telephone On – Call Pilot
Signatures		<p>Update the signature page as follows:</p> <p>Delete Geraint Martin and replace with Gloria Johnson (Acting)</p> <p>Delete Phil Cammish and replace with Helen Mason</p> <p>Delete Nigel Murray and replace with Derek Wright, Interim</p> <p>Delete Tony Foulkes and replace with Rosemary Clements</p> <p>Delete Julie Patterson and replace with Russell Simpson</p> <p>Delete Warrick Frater and replace with Dale Oliff (Acting)</p> <p>Delete Craig Climo and replace with Adri Isbister</p> <p>Delete Debbie Chin and replace with Julie Patterson (Interim)</p> <p>Delete Chris Fleming and replace with Peter Bramley (Nelson Marlborough DHB)</p> <p>Delete Carole Heatly and replace with Chris Fleming (Southern DHB)</p>
Other	Maori Alternative Dispute Resolution Process	The parties agreed that they would meet during the first 12 months of the MECA and agree on the Maori Alternative Dispute Resolution Process.
Other	Family Violence	The parties agreed that they would meet during the first 12 months of the MECA and agree on the wording for Family Violence.
Other	Side letters	<p>Note that the following grand parenting arrangements applying to Taranaki District Health Board as outlined in the letter from Graham Dyer to Lesley Harry dated 12 July 2012 no longer applicable:</p> <ol style="list-style-type: none"> 1) Grand-parenting arrangements for two Day Ward Nurses 2) Crisis team roster pattern of 8.58 hours per day
Other	Lump Sum	<p>This settlement will include the payment of a lump sum payment as follows:</p> <p>Payment of \$2,000 for all employees as recognition of the delay in implementation and acknowledging the protracted timeframes for the Pay Equity process.</p> <p>The lump sum will be paid to those employees employed by the DHBs as at 9 July 2018, the date of ratification, and paid pro rata</p>

		<p>to part-time and casual employees with the payment being based on actual hours worked over the previous 12 months, up to the equivalent of 1 FTE.</p> <p>The lump sum will be paid as soon as possible after ratification of this offer of settlement. This payment is recognition of the recent workload difficulties experienced by nurses and midwives.</p>
	Pay Equity	<p>Pay equity negotiations will be conducted during the term of the Agreement with a view to concluding the negotiations during the term.</p> <p>The implementation date of the Pay Equity outcome will be 31 December 2019.</p> <p>See attached Terms of Reference.</p>
Other	Nurse Practitioners	<p>The following is agreed between the parties:</p> <ol style="list-style-type: none"> 1. Nurse Practitioners are included in Coverage 2.1 of the MECA 2. Nurse Practitioners are currently scoped at Grade 8 of the Senior Nurses Scale 3. A re -evaluation process will be undertaken by the Job Evaluation Review Committee of an agreed number of Nurse Practitioners roles. This process will be completed by 30 November 2018. The results of the re-evaluation will inform the DHBs/NZNO Pay Equity Working Group process.
Other	CCDM	<p>At the CCDM Workshop it was agreed that the DHBs would include the following in their Terms of Settlement and highlight these to the DHBs in the Implementation Plan. There will be separate correspondence going to the DHB CEO's and DoN's around the obligations of CCDM and these will be included in that advice.</p> <p>To support safe staffing and the escalation pathway DHBs agree to the following:</p> <ul style="list-style-type: none"> ➤ Timely recruitment processes to avoid unwarranted delays ➤ The role of health and safety legislation and PCBUs ➤ Patients and staff safety and wellbeing are paramount objectives of the escalation process ➤ Response times shall ensure effective remedial action to address unsafe staffing and will be agreed by the parties for each part of the process ➤ Managers shall be trained on the escalation pathway ➤ NZNO shall train own staff

		<ul style="list-style-type: none"> ➤ Clarification provided on who has authority to address each stage of the process at each DHB ➤ Incident reporting is critical to the escalation process ➤ Consideration to be given to appropriate skill mix <p>Availability of casuals/ new graduates/ resource nurse.</p>
Other	CCDM	<p>Safe Staffing/CCDM commitments</p> <p>Both NZNO and the DHBs accept in principle the Independent Panel’s recommendations in relation to safe staffing which are designed to assist the parties to immediately alleviate the stress placed on both the DHBs and nurses and midwives through the current workload pressures and also to assist the Parties to give priority to implementing a longer-term solution through a validated patient acuity system and CCDM.</p> <p>Escalation processes</p> <p>Each DHB CEO will require their CCDM Council (or equivalent mechanism as agreed with NZNO) to review the current escalation process used when required staffing levels cannot be achieved. This is to ensure that the escalation process is able to be enacted as intended. Should any shortcomings be identified by this review the Director of Nursing and Midwifery will work with the CCDM Council (or equivalent) to develop and implement an agreed plan that is consistent with the agreed escalation process by 31 December 2018.</p> <p>Immediate Relief for Staffing and Workload Issues</p> <p>The DHBs acknowledge that tangible relief for staffing and workload issues are required now. To relieve the immediate workload issues the Ministry of Health have provided additional funding of \$38 million to DHBs (2% of the total national cost of the DHB-employed nursing and midwifery workforce). This increase in funding will be allocated to each DHB by the Ministry of Health to allocate funding, on top of the existing commitment for full implementation of CCDM in all DHBs by 30 June 2021. NZNO will be provided with the allocation of funds by individual DHB for their information.</p> <p>That commitment remains, and furthermore the Minister of Health has indicated he intends to make that funding available to DHBs immediately and instruct DHBs to commence recruiting the extra nurses from 1 July 2018. His view is that this can’t wait and we need to get on and take concrete steps to address the pressure that the nursing and midwifery workforce is under.</p> <p>The DHBs would like to emphasise that the allocation of this funding is for immediate relief to staffing pressures while CCDM is being implemented. It does not replace the FTE calculation that is part of</p>

		<p>the CCDM implementation and the DHBs will need to provide additional staffing levels as required, once the calculations have been made.</p> <p>The Ministry of Health has set a clear expectation that DHBs must have sufficient nursing resources available to meet short-notice staffing shortfalls. DHBs must ensure that nurse and midwifery managers are able to immediately resolve the staffing shortfalls, as per the escalation provision in Appendix 1 (b) of the new MECA. DHBs must have a sufficient number of experienced staff available, and these resources must be available to cover any clinical area.</p> <p>DHBs will take into consideration the skill mix required when providing additional staff. This may mean a mix of registered nurses, midwives, ENs and HCAs are required depending on the need. The local CCDM Council (or equivalent mechanism) will have a role in ensuring skill mix is appropriate and will monitor this on an ongoing basis as required.</p> <p>It is also acknowledged that the recruiting of additional staff may be both in the hospital setting and the community depending on where the particular need(s) lie.</p> <p>Monitoring of CCDM</p> <p>The Operating Policy Framework (OPF) is the mechanism used by the Ministry of Health to monitor DHB performance. The Ministry will include in the OPF the requirement that DHBs implement a validated patient acuity system and plan their DHB nursing and midwifery workforce requirement in line with the CCDM programme methodology, which includes the implementation of the agreed FTE calculations.</p> <p>It is important to note that the FTE calculation is not a one off exercise but one that takes place on an annual basis to ensure DHBs staffing levels are meeting patient demand.</p> <p>As recommended by the Independent Panel, NZNO and each DHB will review the effectiveness of the local partnership and commitment to the union's formal participation in the programme governance and implementation at DHB level.</p> <p>The CCDM programme will be fully implemented in all DHBs by 30 June 2021.</p> <p>Additional funding of \$750,000 will be allocated to the Safe Staffing Healthy Workplace Unit to assist to facilitate efficient implementation of CCDM in all DHBs.</p>
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		<p>Infrastructure Support</p> <p>The Ministry of Health have allocated additional funding to DHBs to engage staff dedicated to the implementation and development of “safe staffing” and the CCDM programme. This is equivalent to 1 FTE for the patient acuity system and 1 FTE for CCDM programme management per 600 FTE of nursing staff.</p> <p>This will assist in ensuring that CCDM is rolled out in each DHB as quickly as possible. The Minister intends to make the funding available promptly so that DHBs can start to recruit to these additional roles now.</p>
Other	Sick Leave	<p>DHBs are reminded of their obligations under clause 14.2 in relation to approving discretionary leave. Clause 14.2 outlines the criteria that DHBs should take into account when considering approving discretionary leave. DHBs financial position or, within reason, other statutory leave balances should not be used as a deterrent to apply for discretionary leave or as a reason not to grant discretionary leave.</p> <p>National BAG will develop guidelines for the discretionary leave approval process to ensure transparency, fairness and consistency of decision making.</p>

The parties agree that the above terms of settlement confirm all of the changes that were agreed at negotiations between NZNO and the DHBs.

.....
Lesley Harry
Industrial Advisor
NZ Nurses Organisation

.....
Date:

.....
Kevin McFadgen
On behalf of the DHBs

.....
Date:

Appendix 1-Salary Scales

8.0 Salaries

8.0.1 Registered, Enrolled, Obstetric and Karitane Nurses, Midwives, Health Care Assistants and Hospital Aids Salary Scales

Registered Nurse and Registered Midwife scale	4/7/2016	4/06/2018	6/08/2018	6/05/2019	5/08/2019
Step 6				72,944	75,132
Step 5	66,755	68,758	70,820	70,820	72,945
Step 4	60,081	61,883	63,740	63,740	65,652
Step 3	56,865	58,571	60,328	60,328	62,138
Step 2	53,528	55,134	56,788	56,788	58,491
Step 1 (New Grad)	49,449	50,932	52,460	52,460	54,034

To be eligible to move to Step 6 a RN/RM must have been on Step 5 for a minimum of 12 months at 6 May 2019.

Progression: By annual increment at anniversary date steps 1 to 5 inclusive. Thereafter progression is annual at anniversary date, subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised (*).

Enrolled, Obstetric, Karitane Nurses and Nurse Assistants	Effective 4/7/2016	4/06/2018	6/08/2018	6/05/2019	5/08/2019
Step 4				55,385	57,047
Step 3	50,685	52,206	53,772	53,722	55,385
Step 2	46,977	48,386	49,838	49,838	51,333
Step 1	44,505	45,840	47,215	47,215	48,632

Health Care Assistants and Hospital Aides	Effective 4/7/2016	4/06/2018	6/08/2018	6/05/2019	5/08/2019
				46,605	48,003
Step 4	42,650	43,930	45,247	45,247	46,605
Step 3	41,894	43,151	44,445	44,445	45,779
Step 2	39,269	40,447	41,660	41,660	42,910
Step 1	36,955	38,064	39,206	39,206	40,382

Caseload Midwives (penals and overtime do not apply with the exception of penals on public holidays)	Effective 4/7/2016	4/06/2018	6/08/2018	5/08/2019
	89,299	91,978	94,737	97,579

8.0.2 Community Nurse and Midwife Scale

Community Mental Health Nurses, District Nurses and Public Health Nurses and Community Midwives	Effective 4/7/2016	4/06/2018	6/08/2018	6/05/2019	5/08/2019
Step 8*	73,706	75,917	78,195	80,541	82,957
Step 7*	72,290	74,459	76,692	76,692	78,993
Step 6*	70,871	72,997	75,187	75,187	77,443
Step 5	66,755	68,758	70,820	70,820	72,945
Step 4	60,081	61,883	63,740	63,740	65,652
Step 3	56,865	58,571	60,328	60,328	62,138
Step 2	53,528	55,134	56,788	56,788	58,491
Step 1	49,449	50,932	52,460	52,460	54,034

8.0.3 Designated Senior Nurse and Midwife Salary Scale

Designated Senior Nurse and Midwife Salary Scales	Effective 4/7/2016	4/06/2018	6/08/2018	6/05/2019	5/08/2019
Grade 2	72,290	75,182	77,437	77,437	79,760
	73,706	76,654	78,954	78,954	81,322
	75,125	78,130	80,474	82,888	85,373
Grade 3	78,749	81,899	84,356	84,356	86,887
	81,779	85,050	87,602	87,602	90,230
	84,807	88,199	90,845	93,571	96,378
Grade 4	83,292	86,624	89,222	89,222	91,899
	86,321	89,774	92,467	92,467	95,241
	89,350	92,924	95,712	98,583	101,541
Grade 5	87,834	91,347	94,088	94,088	96,910
	90,866	94,501	97,336	97,336	100,256
	93,893	97,649	100,578	103,596	106,703
Grade 6	90,866	94,501	97,336	97,336	100,256
	93,893	97,649	100,578	100,578	103,596
	96,922	100,799	103,823	106,938	110,146
Grade 7	93,893	97,649	100,578	100,578	103,596
	96,922	100,799	103,823	103,823	106,938
	98,896	102,852	105,937	109,116	112,389
Grade 8	98,896	102,852	105,937	105,937	109,116
	104,253	108,423	111,676	111,676	115,026
	109,611	113,995	117,415	117,415	120,938
	114,967	119,566	123,153	126,847	130,653

Appendix 2 Pay Equity - Terms of Reference

11 October 2017

Lesley Harry
Industrial Advocate
NZ Nurses' Organisation
by email:

Dear Lesley

Re: Supporting evidence of the merits of NZNOs equal pay claim

Thank you for the copy of the document *PRINCIPLES FOR THE IMPLEMENTATION OF EQUAL PAY: Supporting evidence of the merits of NZNOs equal pay claim* dated 6 October 2017.

The document sets out the NZNO arguments to support meeting the threshold for progressing a claim under the Pay Equity Principles, as endorsed by Cabinet, that are the basis of the agreement between the New Zealand Council of Trade Union and the State Services Commission on how pay equity claims in the state sector are to be progressed.

It is an agreed fact that the great majority of the District Health Boards' (DHBs) nursing workforce are women. In this respect we agree that the element of establishing merit that requires that the work must be shown to be predominantly performed by women is satisfied. We do not consider, in this context, that it is necessary to consider the impacts of occupational segregation and occupational segmentation further at this point.

We can also agree that until the 1970s nursing was considered a calling and not a profession and therefore nurses and midwives wages and conditions may have been suppressed compared with other occupations including other health professions.

Your claim includes a number of statements for which we are not in complete agreement. For example there is some ambiguity between the relationship between the Pay Jolt settlement of 2005 and pay equity as at times this has been used as a pay equity example.

Despite these potential points of disagreement, and accepting there is some ambiguity in the Principles for establish a pay equity claim, we consider there is benefit in exploring this matter further.

We would like to work in partnerships with your to further explore the level of current pay equity issue for DHB-employed nurses, and if so, how this might be addressed. We would like to continue through the sequence of pay equity principles to give effect to this collaborative work. To progress this we have attached, for discussion, draft terms of reference, based on the draft terms of reference tabled during negotiations, that includes a details work plan. We suggest that terms of reference can be finalised as part of our current bargaining to set out the work we will undertake and the timeframes for it.

Draft Terms of Reference for the NZNO Pay Equity Claim

Purpose

Addressing the Pay Equity claim for Senior Nurses, Senior Midwives, Registered Nurses and Midwives, Enrolled Nurses and Health Care Assistants.

Background

The State Services Commission (SSC) and the CTU *Terms of Reference: Addressing Identified Pay Equity Claims*. Copy is attached in Appendix () to this ToR.

The *DHB/NZNO Nursing and Midwifery Multi Employer Collective Agreement (MECA)* expires on 31 July, 2017 and negotiations have commenced

NZNO notified the CTU on 8 June 2017 of its intention to raise a pay equity claim on behalf of its members covered by the MECA.

The NZNO reserves the right to advance its claim in the ERA IF IT IS NOT satisfied with progress.

Purpose

The purpose of the working group is to apply the Government's Joint Working Group on Pay Equity principles (JWG principles) to systematically assess and resolve the NZNO pay equity claim for the occupational groups specified above.

Objectives

This terms of reference supports the NZNO pay equity claim on behalf of its members being addressed using the JWG principles.

Working Relationship

The principles and expectations underpinning our engagement are:

- Respect for the independence of each Organisation including recognition of each other's specific responsibilities and accountabilities
- Acknowledgement that as the collective representative and leader of its members employed in DHBs, the NZNO is a key stakeholder in the sector.
- Issues are resolved, wherever possible at the lowest level to where they arise.
- An undertaking to share information, maintain confidentiality and engage with each other in good faith at all times.
- Timely and effective participation in decision making processes based on a relationship of honesty.

Merit

The parties have discussed merit in term of the Principles and following analysis and discussion of information provided by NZNO in the first instance.

The parties through an exchange of letters have agreed to jointly explore and discover the current situation in regard to pay equity for Nurses and Midwives and Health Care Assistants. This process will enable consideration of the pay equity claim (i.e. the assessment of work and comparable work, and remuneration and comparable remuneration and reward).

The parties shall agree to whether any adjustment in remuneration is needed should the claim assessment establish that gender-based systemic historical inequities exist in relation to the work and the continuing undervaluation of the work.

The parties may agree at any time during the discussion of merit, and the process of defining the range of roles within scope of the claim, that this claim will not continue in respect of any group of employees or roles (s).

Scope

All those employees employed by DHBs listed who fall under the coverage clause of the MECA and paid in accordance to the salary scales in clauses 8.0, 8.0.2 and 8.03.

For discussion: How should the discussions be structured to allow for occupational focus and avoid 'reinventing the wheel'?

Timeframe

The group will undertake to work as effectively and efficiently as possible. The time frames need to consider the complexities in evaluating the different occupational groups and qualifications as well as provide for a timely resolution to pay equity. A detailed time frame is attached to the end of this document

Outcomes

The principles will have been successfully applied and the negotiations successful when:

1. The value and recognition of work by Nurses, Midwives and Health Care Assistants is free from gender based discrimination.
2. A negotiated agreement is reached that achieves a pay equity rate for Nurses, Midwives and Health Care Assistants which has no element of gender based undervaluation.
3. There is a clear agreed mechanism for maintaining the value of agreed equal pay rates.
4. Other terms and conditions of employment are not reduced by the introduction of pay equity.
5. That the NZNO and DHB relationship is enhanced by the successful negotiation and application of equal pay rates utilising the principles rather than the courts

Communications

DHBs and the NZNO agree to manage communications while working through the pay equity claim and specifically:

- During negotiations each party's communications will comply with the principles of good faith and the provisions of the ERA.
- NZNO negotiators shall be responsible for reporting to its internal reference group who shall include:
Names and titles:
- At the end of each meeting, if applicable, parties will agree key messages for internal and external communications.

Research and Sharing Information

Considerable previous work has been completed by the Pay and Employment Equity Unit, the NZNO and others which is relevant to this issue. This work and information is useful to the process and should be made available to both parties, subject to legal privilege. In assessing the claim, recognition should be given to this work where relevant.

The parties will supply each other with any relevant information to assess the pay equity claim or to substantiate a position relevant to the negotiations.

Dispute resolution

Either party is able to notify the other and bring in suitably qualified/skilled staff if it considers this will assist the group's progress.

Either party may request a mediator/ facilitator to assist the process at any time.

The NZNO reserves its right to pursue its claim in the ERA.

Authority

NZNO has the authority to enter into a proposed agreement, subject to endorsement by the NZNO Industrial Services Manager.

Any agreement is subject to ratification by NZNO members (see ratification section). The DHB team has the authority to enter a proposed agreement subject to approval by the Chief Executives.

Ratification

The NZNO ratification process will be a vote in favour by 50% plus one of all NZNO members who participate in the ballot. The ratification process will proceed following NZNOs confirmation that it has reached agreement in principal for each of the occupational groups covered by the pay equity claim.

Negotiating Teams

Members of the team commit to:

- Actively assist in the resolution of issues
- Commit to attending the necessary meetings and carry out their tasks in a timely manner
- Keep their steering group/reporting line informed

Indicative process and timeline to implement the principals

Step	Principle	Who	Time frame
Raising the claim Through exchange of letters	1, 2		
Joint Discovery			July 2018 - November 2018
Agree scope of claim carry our assessment of work covered by claim <ul style="list-style-type: none"> the skills, responsibilities, conditions of work and degree of effort of the work Develop JDs for assessment	3-7(i)	Both	
Source Comparators <i>Ideally have two or three comparators for each role that is scoped.</i> Find potential comparators based on <ul style="list-style-type: none"> the skills, responsibilities, conditions of work and degree of effort of the work the experience of employees any other relevant work features Approach comparator organisations to gain agreement to participate and agree: representative roles and individuals Develop JDs for assessment using agreed template Sign off by comparator organisations	7(ii)-9	Both	
Size roles. Agree job evaluation to be used (potentially use the joint job evaluation committee assume gender neutrality or SSC work assessment process which recognises that not all organisations use job evaluation) Agree comparators Based on all of the previous analysis		Both	
Analysis and comparisons of remuneration and reward			

<p>Agree process for comparing remuneration between claimant roles and comparator roles.</p> <p>Gain details and analysis of remuneration and reward systems for comparator groups</p> <p>Analysis remuneration and reward process for group covered by claim</p> <p>Carry out comparisons and assess variations for impact on pay</p>			
<p>Generate options for resolution and make final decision</p>			May 2019 - August 2019
<p>Agree there is a claim</p>			
<p>Develop options for claim resolution</p> <p>Agree on outcome and how it will be maintained</p>			
<p>Ratification/Sign off</p>			September 2019
<p>Implementation plan developed</p>			November 2019
<p>Payment of Pay Equity outcome</p>			December 2019