

**Primary Health Care Multi Employer Collective Agreement**  
**2016-2018 Wage Clauses**

**Rates of Remuneration**

9.1.1 **Registered Nurse/Practice Nurse/Midwife Scale**

Step	Registered Nurse/Practice Nurse/Midwife	
	From 01/11/2016	From 01/09/2017
5	\$31.59	\$32.14
4	\$28.69	\$29.19
3	\$26.97	\$27.44
2	\$24.91	\$25.35
1	\$23.63	\$24.04

9.1.2 **Enrolled Nurse Scale**

Step	Enrolled Nurse	
	From 01/11/2016	From 01/09/2017
3	\$23.78	\$24.20
2	\$22.29	\$22.68
1	\$21.01	\$21.38

9.1.3 **Medical Receptionist/Administration Staff Scale**

Step	Medical Receptionist/Administration staff	
	From 01/11/2016	From 01/09/2017
5	\$21.61	\$21.99
4	\$20.97	\$21.34
3	\$20.01	\$20.36
2	\$18.73	\$19.06
1	\$17.97	\$18.28

9.1.4 **All inclusive salary**

Where the employer and employee have agreed on an all inclusive salary, the salary is set to include compensation for agreed quantities of normal hours of work, overtime, hours to which penal rates apply, call backs and on-call duty, as applicable, and this should be specified in the letter of offer of employment.

9.2 **Progression**

Progression through all steps in each scale shall be by automatic increment on an employee's anniversary date. Provided that an employee who ordinarily works 15 hours a week or less shall be entitled to advance to the next wages step only after two years of service to the employer.

**9.3 Operation of Salary Scales**

9.3.1 The salary scales above shall be applied to the respective groups of employees.

9.3.2 On appointment, the employer shall place employees on the appropriate step of the relevant scale, recognising the following factors:

- (i) previous relevant nursing/midwifery post registration experience;
- (ii) other relevant work and life experience;
- (iii) the degree of difficulty in recruiting for specific skills and/or experience required for the position.

**9.4 Overtime**

9.4.1 Overtime is time worked in excess of seven and a half hours per day or eight hours per day or the rostered duty whichever is greater, or 75 hours or 80 hours per two week period, or 37.5 hours or 40 hours per week. Time that the employee is absent from work due to sick leave, annual leave, bereavement, or other paid or unpaid leave, or due to attendance at professional development, is not counted as time worked for the purposes of calculation of overtime.

9.4.2 All overtime worked must be authorised by the employer prior to being undertaken.

9.4.3 Overtime shall be paid at one and one half times (T1.5) the hourly rate of pay.

**9.4.4 Part Time Employees**

(i) On a daily basis, should there be an arising issue of urgency that unexpectedly requires the employee to work a minimum of 30 minutes beyond a full time shift as defined under Clause 7, then this additional time will be paid at one and one half times (T1.5) the hourly rate of pay.

(ii) Time worked beyond a full time shift as defined under clause 7 but less than 30 minutes will be remunerated at T1 or time in lieu as agreed.

(iii) An employee working more than their usual hours of work on a weekly basis, but less than the fulltime ordinary hours as specified under Clause 7, is entitled to payment for the extra hours at their ordinary time rate (T1).

9.4.5 In lieu of payment for overtime the employer and employee may jointly agree for the employee to take equivalent (i.e. one hour overtime worked for one hour ordinary time off) paid time off work at a mutually convenient time.

9.4.6 Where the employer and employee have agreed on an all inclusive salary, specified additional time is deemed to be compensated in the all inclusive salary. Where the employee has worked additional hours in excess of the amount specified in the letter of offer of employment, the employee shall be entitled to take equivalent (i.e. 1 hour overtime worked for 1 hour ordinary time off) paid time off work at a mutually convenient time.

9.4.7 For those employees where superior entitlements exist, such entitlements shall be retained by the individuals concerned.

**9.5 Penal Rates**

- 9.5.1 Weekend rate - applies to ordinary time (other than overtime) worked after 1pm Saturday until midnight Sunday/Monday shall be paid at time one half (T0.5) in addition to the ordinary hourly rate of pay.
- 9.5.2 Saturday rate - applies to ordinary time (other than overtime) worked after 6am Saturday until 1pm Saturday shall be paid at quarter time (T0.25) in addition to the ordinary hourly rate of pay.
- 9.5.3 Public Holiday rate – applies to those hours which are worked on the public holiday. This shall be paid at time one half (T0.5) in addition to the ordinary hourly rate of pay. This payment should not be in addition to the provisions of clause 14.3. (See clause 14.3 for further clarification.)
- 9.5.4 Night rate – applies to ordinary hours of duty (other than overtime) that fall between 8pm and 6 am from midnight Sunday/Monday to 6am Saturday and shall be paid at quarter time (T0.25) in addition to the ordinary hourly rate of pay.
- 9.5.5 Overtime and weekend/Saturday/public holiday or night rates shall not be paid in respect of the same hours, the higher rate will apply.
- 9.5.6 Where the employer and employee have agreed on an all inclusive salary, penal rates are deemed to be compensated in the all inclusive salary. Where the employee has worked hours to which penal rates apply in excess of the amount specified in the letter of offer of employment, the employee shall be entitled to take equivalent (i.e. 1 hour penal time worked for 1 hour ordinary time off) paid time off work at a mutually convenient time.
- 9.5.7 No existing employee who was employed immediately prior to the commencement of this agreement, and was receiving payment for hours where penal rates applied, shall take a drop in absolute total dollars per hour for the same hours worked on a shift by shift analysis as a result of clauses 9.5.1 to 9.5.5 above.

**Professional/Educational Development**

The employer and employee are committed to staff education and development. Employees will be actively encouraged to attend educational courses relevant to their professional/educational development and of benefit to the employer.

- 12.1 The employer shall grant professional/educational development leave of up to 40 hours per calendar year for full time employees (pro rated to no less than 8 hours per calendar year for part time employees). This leave is to enable employees to prepare a portfolio, complete qualifications, and to attend training relevant to their professional/educational development

and relevant to the employer. Prior approval of the employer must be obtained. The approval of the employer shall not be unreasonably withheld.

- 12.2 An employee may take leave on pay to attend National Meetings or Seminars of Section Groups and/or Colleges of the NZNO. This leave may be charged against the professional/educational development leave as specified in subclause 12.1. Prior approval of the employer must be obtained. The approval of the employer shall not be unreasonably withheld.
- 12.3 All of the employee's normal working hours absent from the practice for professional/educational development including travel time will be a claim against the hours as specified in subclause 12.1.
- 12.4 For those employees where superior entitlements exist, such entitlements shall be retained by the individuals concerned.
- 12.5 Paid meetings to meet organisational and service requirements not otherwise addressed in this clause (including staff meetings and training not related to the employee's occupation) shall be granted in addition to the above provisions.
- 12.6 Professional/educational development leave will be granted at T1 rate and shall not accumulate from one year to the next.
- 12.7 Where an employer requires an employee to attend professional/educational development, whether the employee is scheduled to work or not for the time of the leave, the employee shall be granted paid leave as per sub clauses 12.1, 12.3 and 12.6.
- 12.8 Professional Development and Recognition Programmes – Practice Nurses/Registered Nurses/Midwives/Enrolled Nurses**

Where an employer has agreed to a Nursing Council of New Zealand accredited programme the following shall apply:

In recognition of the importance of increasing the number of expert and proficient nurses an employee who reaches the following levels will receive an allowance as long as the employee maintains that level of practice. All levels of practice shall be added to the base rate of pay and be payable on all hours worked, and shall attract penal rates and overtime.

The rates of these allowances are as follows:

RN/MW Expert	\$2.10 per hour
RN/MW Proficient	\$1.20 per hour
EN Accomplished	\$2.10 per hour
EN Proficient	\$1.20 per hour

Note: only one PDRP allowance shall apply.

## **12.9 Merit Level Payments**

### **12.9.1 Registered Nurse/Practice Nurse/Midwife Merit**

Where a Registered Nurse/Practice Nurse/Midwife performs tasks substantially outside the basic job description or performs at a consistently high level, the employee shall be entitled to an additional payment above their ordinary hourly rate.

The merit levels will be remunerated at the following rates:

Merit Level 1 \$1.00

Merit Level 2 \$1.20

Each merit level can be awarded individually, with it not being necessary to attain merit level 1 prior to attaining merit level 2. The merit levels shall be summated for those Registered Nurses/Practice Nurses/Midwives that meet the required criteria in both of the merit levels.

Awarding of merit shall include, but is not restricted to, the following responsibilities.

#### **12.9.1.1 Merit Level 1 for Registered Nurse/Practice Nurse/Midwife**

1. Consistently high involvement in clinical management of acute/chronic illness e.g. asthma, diabetes, hypertension, anticoagulation. This may include the running of acute/chronic illness or well person orientated clinics e.g. in industry or school settings, regular and significant contribution to education of staff groups and patient groups. This may occur in either a clinic or community setting.
2. Taking certain responsibilities for practice accreditation.
3. Additional responsibilities e.g. IT, practice/workplace administration, shift team leader
4. Utilising relevant second language skills
5. Clinical supervision and/or mentoring of staff
6. Exemplary performance of routine Registered Nurse/Practice Nurse/Midwife duties

An employee will be eligible for Merit Level 1 where the employee meets three or more of the responsibilities listed above.

### **12.9.1.2 Merit Level 2 for Registered Nurse/Practice Nurse/Midwife**

1. Significant additional workplace income generation either through charging for services, or significantly contributing to the securing of additional contracts such as additional ACC or PHO service contracts
2. Undertaking the responsibilities of the Health and Safety Officer for the practice.
3. Being involved with the development of clinical pathways with PHOs/DHBs
4. Orientating, coordinating and mentoring of medical and nursing students

An employee will be eligible for Merit Level 2 where the employee meets two or more of the responsibilities listed above.

#### Co-ordinator

Where a Registered Nurse/Practice Nurse/Midwife is appointed as a Co-ordinator in a workplace employing three or more fulltime equivalent Registered Nurses/Practice Nurses/Midwives, to carry out supervision, management and co-ordination duties additional to normal registered nursing/practice nursing/midwifery duties (as defined in the relevant job description), then a supplementary payment shall be made in addition to the relevant merit payment(s). For the purpose of this sub clause a fulltime Registered Nurse/Practice Nurse/Midwife is a Registered Nurse/Practice Nurse/Midwife who normally works not less than 35 hours per week.

### **12.9.2 Enrolled Nurse Merit**

Where an Enrolled Nurse performs tasks substantially outside the basic job description or performs at a consistently high level, the employee shall be eligible for an additional payment above their ordinary hourly rate.

The merit levels will be remunerated at the following rates:

Merit Level 1 \$1.00  
Merit Level 2 \$1.10

Each merit level can be awarded individually, with it not being necessary to attain merit level 1 prior to attaining merit level 2. The merit levels shall be summated for those Enrolled Nurses that meet the required criteria in both of the merit levels.

Awarding of merit may include, but is not restricted to, the following responsibilities.

#### **12.9.2.1 Merit Level 1 for Enrolled Nurse**

1. Exemplary performance of routine enrolled nurse duties
2. Additional responsibilities e.g. IT
3. Clinical supervision and/or mentoring of staff
4. Utilising relevant second language skills

An employee will be eligible for Merit Level 1 where the employee meets two or more of the responsibilities listed above.

#### **12.9.2.2 Merit Level 2 for Enrolled Nurse**

1. Significant additional workplace income generation through charging for services, or significantly contributing to the securing of additional contracts
2. Consistently high involvement in administration
3. Undertaking the responsibilities of the Health and Safety Officer for the practice.

An employee will be eligible for Merit Level 2 where the employee meets two or more of the responsibilities listed above.

#### **12.9.3 Medical Receptionist / Administration Staff Merit**

Where a Medical Receptionist/Administration staff member performs tasks substantially outside the basic job description or performs at a consistently high level, they should be entitled to an additional payment above their ordinary hourly rate.

The merit levels will be remunerated at the following rates:

Merit Level 1 \$1.35

Merit Level 2 \$1.35

Each merit level can be awarded individually, with it not being necessary to attain merit level 1 prior to attaining merit level 2. The merit levels shall be summated for those medical receptionist/administration staff that meet the required criteria in both of the merit levels.

Awarding of merit may include, but is not restricted to, the following responsibilities:

**12.9.3.1 Merit Level 1 for Medical Receptionist / Administration Staff**

1. Exemplary performance of routine medical receptionist /administration duties
2. Financial Management including at least four of the bulleted items below:
  - Electronic transfer of GMS/ACC/Immunisation/Maternity Claims
  - PHO funding – import/export of data
  - Participate in wage processing
  - Management of debt collection
  - Payment of creditors
  - Cashbook
  - GMS/ACC/Insurance reconciliation
  - Locum payments
3. Responsibility for rostering and staff cover
4. Utilising relevant second language skills
5. Supervision and/or mentoring of staff
6. Advanced technical medical typing where it is a significant part of the employee's role

An employee will be eligible for Merit Level 1 where the employee meets three or more of the responsibilities listed above.

**12.9.3.2 Merit Level 2 for Medical Receptionist / Administration Staff**

1. Consistently high involvement in administration roles such as: procurement/purchasing, IT management, staff/office management
2. Relief of Practice Manager
3. Undertaking the responsibilities of the Health and Safety Officer for the practice

An employee will be eligible for Merit Level 2 where the employee meets two or more of the responsibilities listed above.

**12.9.4 Merit Level Review**

Payment at a merit level shall continue while the employee continues to demonstrate both the skills and the application of the criteria.

Where the employer considers that an employee may no longer qualify for a merit payment, the employer will advise the employee in writing of this. This advice shall



include the employer's reasons for reviewing the payment and specify the criteria deficits identified by the employer.

The employee is entitled to seek advice from NZNO and to be represented if the employee so wishes.

Where there is agreement the employee is no longer demonstrating the application of the criteria or has not retained their skills, the payment of the merit level shall cease.

If the employee requests time to meet the criteria, the employee and employer will discuss goals, objectives and time frames with a view to allowing the employee to meet the criteria within a reasonable time frame. The employer and employee will meet at the end of the specified time frame to determine whether the employee has met the required criteria. If the employee is still not meeting the criteria, the merit payment shall cease to be paid.

**12.10 Merit and PRDP Payments**

In respect of clauses 12.8 and 12.9, an employee shall not be entitled to receive both PDRP and Merit payments, only one shall apply.

**12.11 Merit Step and PDRP Process**

Merit steps shall be requested by the employee (in writing if requested) detailing evidence of such. The employer shall respond to the request (in writing if requested) indicating either agreement or the reasons for declining the request.

Applications from employees for merit or PDRP will be responded to by the employer within four weeks of the date of application and where merit or PDRP is agreed, the relevant allowance will be backdated to the date of application.