

## **Midwifery Pay Equity Claim Settlement Agreement**

1. This Midwifery Pay Equity Claim Settlement Agreement (Agreement) sets out the parties' agreement in respect of:
  - a. The pay equity claim settlement;
  - b. Other matters.
2. This is a pay equity claim settlement for the purposes of the Equal Pay Act 1972 (the Act).
3. The employer is Te Whatu Ora Health New Zealand.
4. The claimants are the Midwifery Employee Representation and Advisory Service (MERAS) and the New Zealand Nurses' Organisation Incorporated (NZNO).
5. The work to which this settlement relates is the work of midwives employed by Te Whatu Ora, including:
  - Senior Midwives
  - Core Midwives
  - Caseload Midwives
  - Community Midwives
  - Maternity Care Assistants

and those whose work is the same or substantially similar but which is referred to with an alternative title.

Excluded from the claim, and therefore the settlement, are:

- Directors of Midwifery or equivalent positions
  - Associate Directors of Midwifery or equivalent positions
6. The employer and the claimants are jointly referred to as the "parties" for the purposes of this Agreement.
  7. A summary of the method used to assess this pay equity claim and a description of the comparators considered by the parties is as follows:
    - a. The parties obtained assessment information regarding the work of the claimants and potential comparators and other relevant material related to remuneration of claimant and comparator work.
    - b. The list of potential comparators included
      - i. Dental Officers
      - ii. Detectives
      - iii. Detective Sergeants
      - iv. Detective Senior Sergeants
      - v. Scientists, Scion
      - vi. Veterinary Technical Supervisors
      - vii. Travelling Technical Supervisors
      - viii. Senior Management Accountants
      - ix. Forestry Technicians
      - x. Transport Engineers
    - c. The parties jointly assessed the work to which the settlement relates and the work of potential comparators using the Equitable Job Evaluation (EJE) tool as the guide.

8. The date on which this Agreement is signed by all of the parties will be the Settlement Date.
9. The parties agree that the remuneration set out as “amended rates” in schedule 1 does not differentiate between male and female employees in the manner set out in s2AAC(b) of the Act.
10. Te Whatu Ora will pay its employees the amended rates in schedule 1 from the Settlement Date.
11. In settlement of the disputed claim for back pay arising from the MERAS 2018 - 2021 MECA negotiations and the NZNO 2018 – 2022 MECA negotiations, Te Whatu Ora will pay backpay based on the amended pay rates set out in schedule 1 from 4 April 2022 to each employee covered by this pay equity claim settlement who is employed by Te Whatu Ora as at the Settlement Date, or who was employed by Te Whatu Ora at any time during the period 4 April 2022 to the Settlement Date.
12. Employees on Step 1 of Grade 3 of the Senior Midwifery scale will translate to Step 2 of Grade 3 upon the Settlement Date and will receive backpay to 4 April 2022 in accordance with clause 11 above on the basis of this new rate.
13. The parties have agreed a process for reviewing remuneration to ensure that pay equity is maintained.
14. The first review will be aligned with the next applicable collective bargaining round initiated after the completion of the current collective bargaining round.
15. Reviews will apply to all employees in roles covered by this pay equity claim settlement. The unions agree that the interests of all employees covered by this pay equity claim settlement will be addressed in the review process.
16. The process for reviewing remuneration to ensure pay equity is maintained will be:
  - a. The parties will meet six months prior to the expiry of the first-expiring applicable collective agreement<sup>1</sup> in each collective bargaining round and from time to time thereafter in that round. The review will be commenced no less than once every three years.
  - b. The parties will fully cooperate and will address all issues in a timely manner.
  - c. The parties will jointly determine the remuneration adjustment (if any) required to ensure pay equity is maintained. The parties may review and analyse any changes in the comparator remuneration that have occurred since the pay equity settlement and/or since the last review, as well as any other matters they consider relevant.
  - d. If the parties disagree as to whether an adjustment is required, or agree that an adjustment is required but do not agree as to the value of the adjustment, then the following process will occur:

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<sup>1</sup> The current collective agreements are:

- Te Whatu Ora / NZNO Nursing and Midwifery Collective Agreement 31 March 2023 – 31 October 2024
- Te Whatu Ora / MERAS Midwifery Collective Agreement currently in negotiations

- i. The employer and the unions will provide each other with proposed pay equity rates, along with an explanation as to what is proposed and why.
    - ii. The parties will meet promptly to attempt to reach agreement.
    - iii. In the event of no agreement, the parties agree to attend mediation in good faith using their best endeavours to resolve the outstanding matters between them. Should mediation not result in an agreement the parties may have recourse to any applicable processes provided by law to resolve their disputes.
  - e. Paid time off of no more than 2 hours (at ordinary time rates) shall be allowed for employees within the workforces covered by this pay equity claim settlement to attend meetings to discuss a review. Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.
  - f. The employer will cooperate with each union to ensure that each has sufficient information to involve all employees within the workforces covered by this pay equity claim settlement in the review process. This may include, to the extent permissible by law: facilitating communications, or sharing information with the unions in order to assist the unions to involve employees in the process.
17. This review process may be assessed and adjusted by agreement in writing between the parties from time to time.
18. In addition to the pay equity claim settlement above, the parties agree:
- A. In settlement of the disputed claim for backpay arising from the MERAS 2018-2021 MECA negotiations and the NZNO 2018 – 2022 MECA negotiations, Te Whatu Ora will (subject to paragraph iii below) pay to each individual who is or was employed by Te Whatu Ora or its predecessors within the workforces covered by the Midwifery Pay Equity Claim Settlement at any time during the period 1 January 2020 to 3 April 2022, remuneration in recognition of past work as follows:
    - i. A lump sum payment of \$15,000 (gross, and pro-rated in accordance with subclause (ii) below) (on top of any lump sum payments already received).
    - ii. The lump sum payment in (i) above is to be pro-rated by:
      - a. Service across the period from 1 January 2020 to 3 April 2022; and
      - b. FTE based on the greater of contracted FTE as at 3 April 2022, and the actual hours worked (excluding overtime and call back, and up to the equivalent of 1.0 FTE) between 1 January 2020 and 3 April 2022.
    - iii. Payment of this lump sum to individuals not currently employed by Te Whatu Ora is conditional upon the individual lodging a completed application for payment in accordance with a process that will be specified by Te Whatu Ora on its website.
  - B. Within 48 hours of the Settlement Date MERAS will discontinue and withdraw the claim that is file number 3204659 in the Employment Relations Authority.

- C. This Agreement is in full and final settlement of:
- i. Any claims relating to back pay or backdating pay equity rates and / or remuneration for past work prior to the Settlement Date connected with the Midwifery Pay Equity Claim.
  - ii. The Midwifery Pay Equity Claim relating to rates of remuneration prior to the Settlement Date.
  - iii. All matters forming part of the proceedings filed by MERAS in the Employment Relations Authority (File Number 3204659) and any other issues or potential claims arising out of the bargaining and settlement of the pay equity claim, save only to the enforcement of this Agreement and Pay Equity Claim Settlement.
- D. Both MERAS and the NZNO accept and endorse C(i), (ii) and (iii) above. The unions will not pursue, or support any other person or organisation to pursue, any claim of the type in C(i), (ii) or (iii) above against Te Whatu Ora.
- E. The parties agree that this Agreement meets any obligations that may otherwise have existed under the Act in respect of pay equity up to the Settlement Date for employees covered by the Midwifery Pay Equity Claim and in relation to remuneration for past work.

19. The “amended” rates of pay in schedule 1 and the lump sum and back pay payments referred to in this Agreement will be implemented as follows:
- a. The amended pay rates will be implemented within six weeks of the Settlement Date.
  - b. The lump sum and back pay payments will be paid within four months of the Settlement Date.
20. MERAS and the NZNO confirm that s13ZF(5) of the Act has been complied with prior to signing this document.

<p><b>Margie Apa</b> Chief Executive Officer For Te Whatu Ora – Health New Zealand</p>	 Date: 19/10/2023
<p>Caroline Conroy MERAS Co-Leader (Midwifery) For Midwifery Employee Representation and Advisory Service</p>	 Date: 6 <sup>th</sup> October 2023
<p>For New Zealand Nurses’ Organisation Incorporated</p>	 Date: 19 October 2023

**Schedule 1 Amended Rates**

<b>Core Midwives</b>	<b>Amended rates effective 4 April 2022</b>
Step 7	100,862
Step 6	97,958
Step 5	95,074
Step 4	85,568
Step 3	80,988
Step 2	76,235
Step 1	N/A
<b>Community Midwives</b>	<b>Amended rates effective 4 April 2022</b>
Step 8*	108,345
Step 7*	103,229
Step 6*	100,707
Step 5	96,328
Step 4	86,696
Step 3	82,056
Step 2	77,240
Step 1	N/A
<b>Maternity Care Assistants</b>	<b>Amended rates effective 4 April 2022</b>
Step 5	64,309
Step 4	62,437
Step 3	61,330
Step 2	57,486
Step 1	54,100
<b>Caseload Midwives</b>	<b>Amended rates effective 4 April 2022</b>
Step 2	125,069
Step 1	123,052
<b>Senior Midwives</b>	<b>Amended rates effective 4 April 2022</b>
	removed
<b>Grade 3</b>	106,810
	114,087
<b>Grade 4</b>	108,785
	112,741
	120,199
<b>Grade 5</b>	114,718
	118,678
	126,309
<b>Grade 6</b>	119,676
	122,633
	130,386
<b>Grade 7</b>	123,541
	127,653
	133,041
<b>Grade 8</b>	127,830
	134,753
	141,679
	153,060