



Tōpūtanga Tapuhi Kaitiaki o Aotearoa
NEW ZEALAND NURSES ORGANISATION



Over 500+ Practices & Tōpūtanga Tapuhi Kaitiaki o Aotearoa NZNO

Primary Health Care Multi-Employer Collective

Agreement 1st July 2026 to 30th June 2027

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1. PRINCIPLES/ MĀTĀPONO

1.1 Te Tiriti o Waitangi

- (a) The parties acknowledge the importance of Te Tiriti o Waitangi as the constitutional basis of the relationship between Māori and the Crown, and the unique status of Māori as tangata whenua of Aotearoa/New Zealand.
- (b) The Employer parties and the NZNO are committed to implementing Te Tiriti o Waitangi and will promote and enable an understanding of the principles and their implementation in the workplace.
- (c) The parties' obligations include:
 - (i) developing a good understanding of the needs and aspirations of whānau, hapū, iwi and Māori communities
 - (ii) developing the capability (skills, knowledge and behaviour) required to engage meaningfully with Māori.
 - (iii) developing, in a supportive environment, knowledge of Te Tiriti o Waitangi and Te Ao Māori and how this applies in the context of the work we do and the communities we serve.
 - (iv) enabling all employees to gain an understanding of the responsibilities and obligations of Te Tiriti o Waitangi and be able to demonstrate this in our workplace.
 - (v) encouraging the development in, and the promotion of, Te Reo Māori.
- (d) The employer and NZNO members acknowledge their respective responsibilities and commitments to the clauses above.

1.2 No Pass On

The employer parties to this collective agreement agree not to pass on automatically to non-NZNO members, terms or conditions that are the same or substantially the same as those contained in this collective agreement.

This means that the employer and non-NZNO members shall individually negotiate their terms and conditions of employment.

2. APPLICATION/ TE WHAKATŪTANGA

2.1 Purpose/Aronga

This multi-employer collective agreement sets out minimum terms and conditions of employment for NZNO members working for the employers listed in Appendix 2.

An employee can have better terms and conditions than those contained in this collective agreement, but these may not be inconsistent with the terms and conditions set out herein, in line with the Employment Relations Act 2000, section 61. Such agreements will be recorded in writing and signed by the employer and the affected employee.

Employees will comply with lawful and reasonable employer policies and procedures that are not inconsistent with this collective agreement. Where a proposed material change to a policy or procedure may significantly affect employees' employment, health and safety, or working arrangements, affected employees and NZNO will be consulted before the change is implemented. In the event of inconsistency between the collective agreement and policy, this collective agreement prevails.

2.2 Parties/ Ngā rōpū o te whakaaetanga

- (a) The employer parties to this agreement are the employers listed in Appendix 2
- (b) The union party (NZNO) is: Tōpūtanga Tapuhi Kaitiaki o Aotearoa The New Zealand Nurses Organisation Incorporated.

2.3 Coverage/ Korahi

This agreement covers all employees whose job titles are:

- Registered Nurse/Practice Nurse
- Enrolled Nurse
- Senior Nurse/Nurse Lead
- Administrator/Receptionist
- Health Care Assistant

Coverage extends to roles undertaking the same or similar duties as those listed above but given a different title and covers permanent and casual workers.

2.4 Savings/ Te kore heke o ngā utu me ngā whakaritenga mahi

No employee coming within the coverage of this agreement shall have their salary or wages or general conditions of employment reduced or worsened by this agreement coming into effect unless explicitly agreed and recorded in the Terms of Settlement.

2.5 Subsequent employer parties

The parties agree that other employer parties whose core business is the provision of primary

healthcare services may become parties to this agreement where the NZNO and the new employer party so agree. Employers who agree to become subsequent parties shall be recorded on a master list compiled by the NZNO and shall be provided to the employer parties on request.

2.6 Trial Periods

Employees whose work falls within the coverage of this collective agreement will not be employed subject to a trial provision under s67A of the Employment Relations Act 2000.

2.7 Term/ Te Roa o te Whakaaetanga

This agreement shall take effect on 1 July 2026 and expire on **30 June 2027 (Negotiable)**.

2.8 Variations/Panoni whakaaetanga

- (a) Any variation to this agreement will be mutually agreed between the parties and shall be recorded in writing and signed by both parties.
- (b) Any proposal for a variation will be in writing. Such proposals will outline the variation sought, the reasons for the variation and the potentially affected employees and the likely effects on affected employees.
- (c) After consultation between the parties on a proposed variation, the variation will be taken to affected NZNO members for ratification in line with NZNO rules.
- (d) On ratification of the variation, the parties to the variation will sign the ratified variation, which will be included in the collective agreement at the next negotiations.
- (e) Nothing in this agreement prevents an employee entering into an agreement with the employer that contains additional terms beyond those set out. Such agreement will be recorded in writing and signed by both parties.

3. DEFINITIONS/TAUTUHINGA

3.1 Definitions/ Tautuhinga

- **“Act”** Unless otherwise specified, “Act” and “ERA” refers to the Employment Relations Act 2000
- **“Administrator”** and **“Receptionist”** means an employee who is employed substantially to undertake administrative duties or medical receptionist duties at a practice.
- **“Anniversary date”** means the date that a worker starts employment and that same date every subsequent year the worker remains employed.
- **“Casual employee”** is a worker employed on an ‘as and when’ basis with no expectation of ongoing employment.
- **“Duty/shift”** means a single, continuous period of work required to be given by an employee, excluding overtime, on-call and call-back. A duty shall be defined by a starting and finishing time. When a major part of a duty falls on a particular day the whole duty shall be regarded as being worked on that day.
- **“Enrolled Nurse”** means the same as the definition in the Health Practitioners Competency Assurance Act 2003. Employees holding this title are permitted to work within the scope set by the Nursing Council of New Zealand and hold an annual practicing certificate to this end.
- **“Employee”** means any person employed by the employer and whose position is covered by this CA.
- **“Fixed-term employee”** means a worker employed on a fixed-term agreement. A fixed-term employee is subject to all the provisions of this agreement and applicable legislation.
- **“FTE”** means full time equivalent.
- **“Full Time”** means a worker who is contracted to work no less than the ordinary hours per week.
- **“Health Care Assistant”** refers to a non-registered employee working under direction and supervision of a registered health professional.
- **“Part-time”** is a worker other than a casual worker, who is contracted to work less than ordinary hours per week.
- **“Registered Nurse”** has the same meaning as the definition in the Health Practitioners Competency Assurance Act 2003 and holders of this title work within the scopes set by the registration body, holding annual practicing certificates to this extent.
- **“Service”** means the current continuous service with the current employer.

4. HOURS OF WORK/HAORA MAHI

4.1 Normal hours/ Haora mahi noa

- (a) The ordinary working hours of an employee employed full-time shall be either:
 - a. 75 or 80 per fortnight; or
 - b. 37.5 or 40 per week
- (b) The working week will start and end at 2400 Sunday/Monday. When the majority of a duty falls on a particular day, the whole duty will be regarded as being worked on that day.
- (c) Rosters will be notified to those involved 14 days prior to the commencement of the roster provided that less notice may be given in exceptional circumstances.
- (d) Rosters posted will show duties for a minimum 28-day period.
- (e) Changes to rosters once posted shall be by mutual agreement.
- (f) Except in an emergency, no employee will work more than seven consecutive duties at any one time.
- (g) Each employee will have 4 periods of at least 24 hours off in each 2-week period. These may not be taken as four single days.
- (h) Other than for part time employees, single days are to be avoided as a routine rostering tool but may be used to maximise operational efficiency, so long as they occur no more than once in any 4-week period. Employees should be discouraged from requesting multiple split days off.
- (i) Wherever possible, employees changing on consecutive days from one period of duty/shift to another in the duty roster shall be rostered a break of no less than 12 hours between duties.
- (j) Employees may change duties with one another and in so doing may have less than a 12-hour break, prior approval of their manager is required, and in any such instance the penalty payment provisions will not apply.
- (k) Where the employees are required to attend classes of instruction or examination as part of their work-related education or employer-directed training, the time so occupied will be deemed to form part of their hours of work.
- (l) Employees who are requested to attend training shall be paid their actual hours of training and up to 2 additional hours at their ordinary rate of pay for the purposes of travel to and from the training venue if located outside of the practice they are based.

4.2 Alternative Rosters

- (a) In specific instances, i.e. shifts of longer or variable lengths, the ordinary hours for a full time employee are able to be averaged over a roster cycle of greater than one fortnight e.g.: an employee who works 12 hour shifts may work 120 hours over a 3 week roster and be considered to be full time. No employee shall be required to work more than a 12

hour rostered shift.

- (b) Employees may not work more than 3 12-hours shifts consecutively and these must then be followed by a rostered 2 clear day break starting the day after the day on which the last shift ends.
- (c) A fourth consecutive 12-hour shift may be worked only by mutual agreement to address an unanticipated staffing shortage and must be followed by three clear rostered days off. In no circumstances may more than four consecutive 12-hour shifts be worked.
- (d) Alternative hours of work may be implemented by agreement between the Employer and the employees directly affected. It is recognised employees have the ability to consult NZNO before such agreement is reached.

CONFIDENTIAL

5. OVERTIME/MAHI TUHENE

5.1 Overtime/ Mahi tuhene

- (a) Where it is agreed that work demands exceed what can be achieved within normal rostered hours, an agreement between the employee and the manager is required on hours of overtime worked and paid.
- (b) Overtime will be paid:
 - i. when the hours an employee is required to work go beyond the end of the rostered shift, **or**
 - ii. when the hours an employee is required to work for the week/fortnight exceed ordinary hours defined in 4.1(a).

5.2 Calculation of overtime pay/ Te tātai utu mahi tuhene

- (a) Time and a half (T1.5) shall be paid for all hours worked as overtime defined in 5.1, except as noted below:
- (b) Double time (T2) shall be paid for all overtime worked as follows:
 - i. between 10 pm and 6 am; and
 - ii. between midnight Friday/Saturday and 6 am Monday; and
 - iii. on public holidays

5.3 Workloads/ Kawenga mahi

- (a) The employer undertakes to provide systems, processes and work practices that ensure an effective, credible, consistent and timely response to variance in workload demand, including a process of escalation where an employee identifies an unmanageable workload.
- (b) Where an employee believes their workload has become unmanageable, they will raise this with their immediate manager/team leader. Examples might include long-standing vacancies being kept vacant.
 - i. Employees will be given time and support to raise a health and safety report to record their concerns.
 - ii. The team leader/manager will discuss possible solutions with the employee, including temporary reallocation of workload or redeployment of other staff to alleviate the excessive workload.
 - iii. The team leader/manager will be responsible for undertaking to alleviate the staff member's concerns, including use of resources such as temporary staff or hiring contractors to cover the excess work.
 - iv. EAP and/or paid discretionary leave will be offered to ensure the employee is protected from harm resulting from excess workloads.

5.4 Penal Hours/ Haora whiu

- (a) Weekends: Ordinary hours worked after midnight Friday/Saturday to midnight Sunday/Monday will be paid at T1.5
- (b) Night Rates: Ordinary hours of duty that fall between 8pm and 6am between Midnight Sunday/Monday to Midnight Friday/Saturday will be paid at T1.25.
- (c) Where higher rates apply to specific hours (e.g. public holiday rates, overtime) only the higher rate will be paid.

5.5 On-call and call-backs

- (a) There are times when the employees covered by this agreement are required to be on call to provide cover so that primary health services are able to be provided. In the interests of healthy rostering practices, the parties agree that the allocation of on-call time shall be spread as evenly as practicable amongst those required to participate in an on-call roster taking into account employer and employee needs.
- (b) Each employee shall be entitled to the on-call allowance of \$6.00 per hour during which they are required to be on-call during what would otherwise be off-duty time.
- (c) The on call allowance is payable for all hours the employee is rostered on call including time covering an actual call out.
- (d) Unless by mutual agreement or in emergencies, no employee shall be required to remain on call for more than 40% of their off-duty time in any two week period.
- (e) Call-back is considered overtime and will be paid at the rates specified in clause 5.2
- (f) If called out, an employee shall be paid for a minimum of two hours, or for actual working and travelling time, whichever is greater, when the employee:
 - (i) is called back to work after completing the day's work or duty, and having left the place of employment; or
 - (ii) is called back before the normal time of starting work and does not continue working until such normal starting time;
- (g) Where an employee has a second call-back which is commenced and completed within two hours of the commencement of the first call-back, only one call-back shall be paid. Where a second call-back is commenced within two hours of the first call-back, but is not concluded within the two hour period, the employee shall be paid continuously from the commencement of the first call-back to the conclusion of the second call-back.

6. PAY/TE UTU

6.1 Salary Scales/ Taumata utu ā-tau

Registered Nurses		Effective 1/7/26
7		\$51
6		\$49
5		\$46
4		\$42
3		\$39
2		\$37
1		\$35
Enrolled Nurses		Effective 1/7/26
4		\$38
3		\$35
2		\$34
1		\$33
Senior Nurse/Team Leader		Effective 1/7/26
2		\$52
1		\$50
Health Care Assistant		Effective 1/7/26
4		\$33
3		\$32
2		\$30.50
1		\$29
Administrator/Medical Receptionists		Effective 1/7/26
5		\$32.50
4		\$31.50
3		\$30.50
2		\$29.50
1		\$29.00

6.2 Placement within the scales/ Te kopou kaimahi ki ngā kaupae utu

- New employees will be placed on the appropriate step within the scale for their position according to relevant skills and experience.
- Any employee who believes that their placement on the salary steps has disadvantaged them has three (3) months from the date of starting the appointment to initiate a review of their starting salary with their manager. NZNO members may seek NZNO support for reviews.

6.3 Progression within the Scales/ Te ahunga whakamua i roto i nga Tauine

- Progression in all scales will be by yearly increment, on the anniversary of employment,

subject to satisfactory performance.

- (b) Where an annual appraisal does not take place, progression shall not be withheld.

6.4 Payment of salaries/ Te utu i ngā utu ā-tau

- (a) Salaries shall be paid weekly or fortnightly by direct credit to the employee's nominated bank account
- (b) Each employee shall be provided with advice on the gross pay and deductions each pay period
- (c) Employees leaving employment will receive all payments due to them by the date of expiry of notice unless agreed otherwise between the employer and employee

6.5 Deductions from salaries/ Ngā tangohanga i ngā utu ā-tau

- (a) No deductions, other than those required by law, will be made from an employee's pay except by their written request.
- (b) Employees may request other payments, such as union subscriptions, to be directly debited from their pay.

7. EXPENSES, ALLOWANCES & PAYMENTS

7.1 Expenses/ Whakapaunga utu

- (a) While these guidelines try to cover all situations that may reasonably be expected to arise, it is impossible to anticipate every possible situation. It is therefore expected that all staff will exercise good judgement on the reasonableness of an expense.
- (b) Where practicable for expenses, these should be determined in advance between the employee and the relevant manager.
- (c) Actual and reasonable expenses incurred by an employee will be reimbursed in the pay run following the claim being submitted and approved by their manager.
- (d) Employees who are instructed to use their motor vehicles on employer business shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time. The current IRD rate can be found on the IRD website (www.ird.govt.nz/business-income-tax/expenses/mileage-rates/). Mileage above 5000km per annum is based on actual costs.

7.2 Nurse Prescribing Allowance/ Te utu tahua a te nēhi

Where a nurse is required to prescribe medicines, and holds training or qualification allowing them to do so, they shall receive an allowance of:

- (a) \$1/hour for all hours worked where the nurse is a community prescriber, or
- (b) \$2.50/hour for all hours worked where the nurse is a designated prescriber.

7.3 Annual Practicing Certificates/ Tiwhikete Whakangungu A-tau

Where an employee is required to hold an annual practicing certificate, the cost of the certificate shall be met in full by the employer, provided that the certificate is required to perform the duties for which they are employed.

Where two or more employers have this benefit and employ the same employee in the same or similar roles requiring an APC, the reimbursement will be on a proportional basis to FTE provided the employee receives reimbursement of the full APC cost between the relevant employers.

7.4 PDRP and Merit/ PDRP me te Kaiaka

- (a) In recognition of the importance of increasing the number of expert/accomplished and proficient nurses an employee who reaches the following levels will receive a pro-rated allowance as long the employee maintains that level of practice. All levels of practice allowances shall be added to the base rate of pay and be payable on all hours worked and shall attract penal rates and overtime.
- (b) The rates of PDRP allowances are as follows:
 - i. EN/RN Expert / Puna Rahi \$2.35/hour

- ii. EN/RN Proficient / Puna Whakatau \$1.50/hour
- (c) Where a nurse, medical receptionist, HCA or administrator is performing at a high level consistently, they will be entitled to an additional payment over their usual hourly rate.
 - i. Merit Level 1: \$1.50/hour
 - ii. Merit Level 2: \$2/hour
- (d) Merit criteria are set out in appendix 1.

7.5 Professional Development Leave/ Whakarerea Whakawhanake Ngaio

- (a) The employer shall grant professional/educational development leave of up to 40 hours per calendar year for full time employees (prorated to no less than 8 hours per calendar year for part time employees).
- (b) 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.
- (c) 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 (a) above.
- (d) Prior approval of the employer must be obtained. The approval of the employer shall not be unreasonably withheld.
- (e) Professional Development leave does not accumulate year on year and will be paid at base rates of pay.

8. HOLIDAYS & GENERAL LEAVE/ HARAREI ME TE WHAKAMATUATANGA WHĀNUI

8.1 Public holidays/ Hararei Tūmatanui

- (a) In addition to annual leave, the following days shall also be observed as paid holidays:
- i. Christmas Day
 - ii. Boxing Day
 - iii. New Year's Day
 - iv. The Day After New Year's Day
 - v. Waitangi Day
 - vi. Good Friday
 - vii. Easter Monday
 - viii. ANZAC Day
 - ix. the official birthday of the reigning monarch
 - x. Matariki
 - xi. Labour Day; and
 - xii. Regional Anniversary Day
- (b) At the request of the employer, an employee may agree to work on a public holiday in exchange for an alternative paid day's leave.
- (c) An employer may require an employee to work on a public holiday if—
- I. The public holiday falls on a day on which, but for it being a public holiday,
 - II. Would otherwise be a working day for the employee; and
 - III. The employee is required to work on the public holiday under the employee's employment agreement.
- (d) Employees are paid at time and a half (T1.5) for working on a public holiday. The employee shall also be granted an alternative holiday, if the day would otherwise be a working day for the employee. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.
- (e) In the case of night shifts which straddle a public holiday, it is agreed that the public holiday shall be recognised on the day that the majority of the hours of the shift are worked. This is an agreement to partially transfer the holiday under section 44A of the Holidays Act.

- (f) An employee who is on call on a public holiday as provided above, but is not called in to work, shall be granted an alternative holiday. In the case of a public holiday which is recognised on either a weekend day or a week day depending on the days the employee works, refer to the Holidays Act to identify whether the day in question constitutes a public holiday for that employee. Only one day is recognised for each public holiday.

8.2 Annual leave/ Whakamatuatanga ā-tau

- (a) All employees shall be entitled to four (4) weeks of paid annual leave on appointment, and thereafter at each anniversary of employment.
- (b) Annual leave shall not be paid out as a lump sum before the leave is taken unless specifically requested by an individual employee at least four (4) weeks before the commencement of leave.
- (c) After (5) five completed years' service, an employee shall be entitled to 5 weeks paid annual leave instead of four.

8.3 Long service leave/ Whakamatuatanga mahi tauroa

- (a) An employee shall be entitled to a one-off holiday of one week upon completion of each five-year period of continuous service. Such entitlement may be accrued.
- (b) Long Service Leave will be paid for each week of leave on the same basis as annual leave.
- (c) For the purpose of calculating the amount of Long Service Leave, a "week" will be based on the employees' FTE status at the time of taking the leave.
- (d) Whenever practicable long service leave is to be taken in periods of not less than a week.
- (e) Leave without pay more than three months taken on any one occasion will not be included in the 5-year qualifying period, with the exception of Parental Leave.
- (f) The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment.
- (g) In the event of the death of an employee who was eligible for long service leave but has not taken the leave, any monies due will be paid to the deceased estate.

8.4 Bereavement/tangihanga leave/ Whakamatuatanga tangihanga

- (a) The employer shall approve bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a Tupapaku/deceased person with whom the employee has had a close association.
- (b) It is recognised that such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent).
- (c) This leave covers miscarriage, stillbirth and whakatahe (abortion).

- (d) If bereavement occurs while an employee is absent on annual leave, sick leave on pay or any other special leave on pay, such leave may be interrupted, and bereavement leave granted in terms of the clauses above.
- (e) In granting time off, the employer must administer these provisions in a culturally sensitive manner considering the following:
 - i. The closeness of the association between the employee and the deceased (This association need not be by blood relationship).
 - ii. Whether the employee has significant responsibility for the ceremonies resulting from the death.
 - iii. The amount of time needed to discharge properly any responsibilities or obligations.
- (f) Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the whole period of travel.
- (g) A decision must be made as quickly as possible so the employee is given maximum time to make any necessary arrangements. In most cases, the required approval will be given immediately but may be given retrospectively where necessary.
- (h) The employer agrees that, on application, it may be appropriate to grant leave on pay to accommodate overseas travel or other special bereavement needs.
- (i) Approval for bereavement leave shall not be unreasonably withheld.

8.5 Parental leave / Whakamatuatanga mātua

Paid Parental Leave – Where an employee takes parental leave under this clause, meets the eligibility criteria, 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 14 weeks.

8.6 Sick leave/ Whakamatuatanga māuiui

- (a) If an employee is ill, they should be allowed to recover from any illness or incapacity without fear of loss of pay or termination of employment.
- (b) This includes twelve (12) days of paid sick leave that may be used for the purposes of recovering from illness or injury or to care for a dependent, which will be available from commencement of employment.
- (c) If an employee cannot attend work due to illness, they should contact the employer as soon as practicable to advise them of their absence.
- (d) Unused sick leave can be accumulated and carried over to a total of 60 days.

8.7 Family Violence/ Tūkino whānau

- (a) An employee may take family violence leave if the employee is a person affected by family violence (regardless of how long ago the family violence occurred, and even if the family violence occurred before the person became an employee)
- (b) An employee who intends to take family violence leave must notify the employer of that intention as early as possible before the employee is due to start work on the day that is intended to be taken as family violence leave, or as soon as practicable if prior notice is not possible.
- (c) An employee may take up to 10 days' family violence leave in any 12-month period, and this entitlement may not be carried forward.
- (d) Family violence leave is paid at the employee's relevant daily pay if the leave is taken on a working day.
- (e) In accordance with the Employment Relations Act 2000, an employee affected by family violence may request a short-term (two months or less) variation of their employment arrangements to assist the employee to deal with the effects of family violence.

8.8 Jury Service/Witness Leave

- (a) Employees called on for jury service are required to serve. Where the need is urgent, the employer may apply for postponement because of work needs, but this may be done only in exceptional circumstances.
- (b) An employee called for jury service shall advise the employer as soon as practicable.
- (c) Where the employee is required to serve on a jury and the option of making application for exemption is not exercised, the employee shall be granted paid jury service leave of up to a maximum of 5 days.
- (d) Any additional days beyond the first 5 days leave can be taken as annual leave or leave without pay.
- (e) While the employee is receiving paid jury service leave, the employee upon receipt of payment from the court for jury service shall pass this payment onto the employer but may retain expenses.
- (f) Where annual leave or leave without pay is granted, or where work attendance is not affected by the jury service, the employee may retain the juror's fees and expenses paid.
- (g) Any time during normal working hours when the employee is not required by the Court, the employee is to report back to work where this is reasonable and practicable.
- (h) Where an employee is required to be a witness in a matter arising out of their current employment, they shall be granted paid leave at the relevant daily pay. The employee is to pay any fee received to the employer but may retain expenses.
- (i) Where the employee is paid by the court via direct credit, the employee may provide evidence of the payment received for jury service to the employer so that the employer can deduct this amount from the employee's pay with the written agreement of the employee rather than the employee having to pay the employer.

- (j) If the employee does not reimburse the employer for the juror's fees received, any deduction from the employee's wages may be made only with the employee's written consent and in accordance with the Wages Protection Act 1983.

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9. UNION RIGHTS/ TE UARATIA O NGĀ MAHI O MUA

- (a) Any offer of employment to a person who would be covered by this collective agreement will include the union's contact details including the union's nominated email address (nurses@nzno.org.nz), phone number (0800 283848) and the union's nominated website address (https://www.nzno.org.nz/about_us).
- (b) The Employer shall deduct employee NZNO fees from the wages/salaries of employees when authorised in writing by members and shall remit such subscriptions to the NZNO at agreed intervals.
- (c) Authorised union representatives shall be entitled at all reasonable times to be upon the premises for purposes related to the employment of its members and/or the union's business, as described in section 20 of the Act.
- (d) The employer accepts that delegates are the recognised channel of communication between the union and the employer in the workplace. Accordingly paid time off (at ordinary time rates) shall be allowed for recognised Delegates to attend meetings with management, to consult and discuss issues such as management of change, staff surplus, for representing or supporting employees and to consult with union members, other delegates and union officials.
- (e) The orientation of a new employee shall include an introduction to the relevant union workplace delegate. Where group inductions occur the delegate(s) will be given advance notice and time in the induction to speak to new employees.

10. ENDING EMPLOYMENT/ WHIRINGA PANONI: WHAKAPŪMAU TUKURUA

10.1 Abandonment of employment/ Te pīrere i te mahi

Where an employee is absent from work for a continuous period exceeding four (4) days

- without the consent of the employer, and,
- without the employer being able to contact the employee, following all reasonable attempts to do so,

that employee shall be deemed to have abandoned their employment, unless the employee is able to show, on their return, that they were unable to fulfil their obligations to inform the employer of the reason for their absence through no fault of their own.

10.2 Record of service/ Puakanga Mahimi

Each employee, on leaving or being discharged from employment, shall, on request, be given within 7 days a certificate in writing signed by the employer stating the position held, duties and the length of their service.

10.3 Notice Period/ Wā whakamōhiotanga

- (a) An employee may terminate their employment by giving 4 weeks' notice to the employer. Less notice can be agreed between the employer and employee.
- (b) If an employee's employment is terminated by the employer for whatever reason, the 4 weeks' notice shall still apply.

10.4 Confidentiality

As part of their normal duties, the employees will have access to confidential information concerning the employer and clients. This information may include, but is not limited to, business information, trade secrets, transaction details, business, employee or client records, and other confidential information relating to the employer, employees or clients.

11. MANAGEMENT OF CHANGE/ TE WHAKAHAERE I NGA HURINGA MAHI

11.1 Consultation/ Whiriwhiringa

Definition: Consultation between the employer, its employees and the union is essential on substantive matters of mutual concern and interest. Effective communication between the parties will allow for:

- improved decision making
- greater cooperation between employer and employees; and
- a more harmonious, effective, efficient, safe and productive workplace.

The employer recognises the role of the employee's staff delegate and NZNO in assisting in the positive management of change.

- (a) Prior to the commencement of any significant change to staffing, structure or work practices, the employer will identify and give reasonable notice to employees who may be affected and to NZNO to allow them to participate in the consultative process so as to allow substantive input.
- (b) Where an employer receives an indication of potential significant changes, they undertake to advise staff and NZNO as soon as practicable of the possibility of these changes.
- (c) Where changes are deemed commercially sensitive to the employer, NZNO and the employees involved in the management of such change, shall meet with the employer and endeavour to reach agreement on any necessary and appropriate confidentiality.
- (d) Consultation involves the statement of a proposal not yet finally decided upon and requires more than just prior notification.
- (e) Parties should keep an open mind and employers will provide sufficient information to ensure informed feedback after a sufficient period of time. This period shall be not less than 2 weeks (except by agreement between the employer, affected employees, and NZNO) and a reasonable opportunity to provide an informed response either orally or in writing.
- (f) Employers will listen to feedback, considering the responses to the proposal and then decide what will be done.
- (g) The requirement for consultation should not be treated perfunctorily or as a mere formality. The person(s) to be consulted must be given sufficient opportunity to express their view or to point to difficulties or problems.
- (h) If changes are proposed that affect numbers of employees, structures, changes to work patterns or service delivery, the changes must not be made until after the necessary consultation has taken place.
- (i) Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.
- (j) The consultation process will give employees affected the opportunity to put forward

their views on any proposals or options developed for change prior to any final decision being made.

- (k) The process will generally include, but not necessarily be confined to the following:
- i. Management will meet with employees likely to be affected and the NZNO organiser/delegate to outline the possibility of change, looking at the current situation and the future, given the factors that could give rise for the change.
 - ii. Management will present a plan or proposal specifying possible implications in relation to any changes.
 - iii. The plan or proposal will be circulated to employees likely to be affected and the NZNO organiser/delegate, with a request for feedback within a reasonable and specified timeframe (see (b) above).
 - iv. Management will meet with employees and the NZNO organiser/delegate for clarification of issues arising from the plan or proposal on request.
 - v. Once feedback has been considered, management will make the final decision, and work with the NZNO organiser/delegate to finalise the implementation plan.

11.2 Redundancy/ Utu whakamutu mahi

Definition: For the purpose of this agreement, redundancy is defined as a condition in which the employer has staff surplus to requirements because of reorganisation or the closing down or sale of all or part of the employer's operation.

- (a) The employer shall provide four weeks written notice of an impending redundancy to the affected employees (after consultation) and shall endeavour to redeploy affected employees. The employer may elect to pay in lieu of all or part of the notice period.
- (b) During the period of notice, the employee shall be entitled to reasonable time off to attend interviews, seek alternative employment and to undertake counselling, by agreement with the employer, without loss of pay.
- (c) The employee made redundant shall be provided with a Certificate of Service stating that employment was terminated as a result of redundancy.
- (d) In the event that a permanent employee is declared redundant by the employer then the employer shall pay redundancy compensation of:
 - i. compensation for the first year of service or part thereof of 4 weeks salary (at the employees' ordinary rate of salary at the date of termination without overtime or allowances) and
 - ii. compensation for each subsequent year of service or part thereof of 2 weeks salary (at the employees' ordinary rate of salary at the date of termination without overtime or allowances; and
 - iii. with the proviso that the redundancy compensation so calculated shall not exceed 14 weeks salary; or
 - iv. The employer may arrange for the employee to be made a suitable alternative offer of employment by another employer, and where this is acceptable to the employee then no redundancy compensation shall be payable, providing that the

terms and conditions of the new position are on the same or better terms and the position is in the same, or nearby location.

- (e) A higher settlement than that specified in sub clause (d) above is not precluded.

11.3 Contracting Out and Employee Protection

- (a) Where the employer proposes to contract out, sell or transfer all or part of the business, including the part of the business in which an employee is employed, the following provisions will apply.
- (b) The employer shall consult with affected employees and NZNO about any proposal to contract out, sell or transfer all or part of the business before a final decision is made.
- (c) If the employer decides to proceed, it will negotiate with the proposed contractor, service provider or new employer with a view to securing offers of employment for affected employees on the same or substantially similar terms and conditions, including location, duties within the employees' capabilities and recognition of service as continuous.
- (d) Affected employees will be advised in a timely manner of the relevant negotiation, application and offer-acceptance timeframes.
- (e) An employee is entitled to decide whether to accept an offer of employment from the contractor, service provider or new employer. Where the employee accepts an offer meeting the requirements of clause 11.2(d)(iv), no redundancy compensation will be payable.
- (f) Where the contractor, service provider or new employer does not offer the employee employment meeting the requirements of clause 11.2(d)(iv), the employee will remain entitled to notice under clause 10.3 and redundancy compensation under clause 11.2(d).
- (g) Whether an employee who declines an offer is entitled to redundancy compensation will be determined by reference to whether the offer satisfies the protections expressly set out in this clause and clause 11.2(d)(iv), including substantially similar terms and conditions, suitable duties, continuity of service and location.

12. HEALTH AND SAFETY/ TE HAUORA ME TE HAUMARU

- (a) The parties to this agreement agree that employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable and required precautions for the health and safety of employees shall be taken.
- (b) It shall be the responsibility of the employer to ensure that the workplace meets required standards and that adequate and sufficient safety equipment is provided.
- (c) The employer undertakes to provide systems, processes and work practices that ensure an effective, credible, consistent and timely response to variance in workload demand, including a process of escalation where an employee identifies an unmanageable workload, as described in 5.3 above.
- (d) It shall be the responsibility of every employee covered by this agreement to work safely and to report any hazards, accidents or injuries as soon as practicable to their supervisor.
- (e) It is a condition of employment that safety equipment and clothing required by the employer is to be worn or used by the employee and that safe working practices must be complied with at all times.
- (f) The employer will provide work clothing, uniforms and PPE as required, at their expense, to employees. Uniforms and PPE remain the property of the employer.
- (g) The employer recognises that to fulfil their function health and safety delegates require adequate training, paid time and facilities.
- (h) Where an official civil defence, emergency management or other competent authority advises that travel is unsafe, an employee who reasonably follows that advice will not be required to attend the workplace and will suffer no loss of pay.

13. Resolution of Employment Relations Problems

- (a) An “employment relationship problem” includes:
- i. A personal grievance
 - ii. A dispute
 - iii. Any other problem relating to or arising out of the employment relationship.
- (b) Where an Employment Relationship Problem arises, the parties will in the first instance seek to resolve it between the immediately affected parties.
- (c) The employee is entitled to seek representation at any stage during the process. Help with an employment relations problem is available from a union, an advocate or a lawyer.
- (d) If the matter is unresolved either party is entitled to seek mediation from the MBIE mediation service or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)
- (e) A “personal grievance” means a claim that an employee:
- i. has been unjustifiably dismissed; or
 - ii. has been unjustifiably disadvantaged by an action of the employer; or
 - iii. has been discriminated against in their employment; or
 - iv. has been sexually harassed in their employment; or
 - v. has been racially harassed in their employment; or
 - vi. has been subjected to duress in relation to union membership.
- (A complete list is available in the Employment Relations Act 2000 s103)*
- (f) 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.
- (g) 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.
- (h) If the employment relationship problem relates to discrimination or sexual harassment, services available for the resolution of the problem include either application to the Employment Relations Authority for the resolution of this grievance or a complaint under the Human Rights Act 1993, but not both.

APPENDIX 1: Merit/ ĀPITI HANGA 1: Kaiaka

Medical Receptionists and Administrative Staff

Merit Level 1

Merit level 1 for administrative staff and receptionists is attained by high performance as recognised at their annual appraisal. Examples of exemplary performance of routine medical receptionist /administration duties might be:

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

Merit Level 2

Merit level 2 for administrative staff and medical receptionists is attained by, for example:

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

Nurse Merit Criteria

Merit Level 1

Consistently high involvement in delivering holistic and patient centric clinical management - including using data to establish priority and measure patient progress, running acute/chronic illness or well person orientated clinics, and regular significant contribution to the education and training of staff and patient groups - which:

- (a) Improves Māori health outcomes and addresses persistent Māori health inequities, or
- (b) Improves the health outcomes for patients with long- term conditions such as COPD, asthma, diabetes and mental health.
- (c) Utilising relevant second language skills.
- (d) Provides clinical supervision and/or significant mentoring to new nursing staff, medical students, nurse students and, where applicable, health care assistants,

including appropriate documentation.

- (e) Additional responsibilities e.g. IT, practice/workplace administration, shift team leader.
- (f) Exemplary performance of routine Registered Nurse/Practice Nurse duties

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

Merit Level 2 for Nurses

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

- (a) Holds and utilises postgraduate qualification in Primary Care/Health Science or recognised training in a clinical specialization. For example, LTC, OCC Health or Triage.
- (b) Taking appropriate and significant clinical responsibility for workplace accreditation.
- (c) Undertaking the responsibilities of the Health and Safety Representative/Officer for the workplace.
- (d) Significant additional workplace income generation either through charging for new services, or significantly contributing to the securing or delivery of additional contracts (for example, but not limited to, additional ACC or PHO service contracts)

An employee will be eligible for Merit Level 2 where the employee meets two or more of the responsibilities listed above. For the avoidance of doubt, the parties note that a nurse engaged as a Nurse Prescriber will qualify for merit level 2 due to their additional qualification/training and income generation.

APPENDIX 2: Employer Parties/ ĀPITIHANGA 2: Roopu kaituku mahi

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SIGNATURES/ KIRIMOKOTĀ

Execution/ Whakatinanatanga

Signature

Date

NAME
ROLE
On behalf of NZNO

Signature

Date

NAME
ROLE
On behalf of Employer Parties