



Tōpūtanga Tapuhi Kaitiaki o Aotearoa  
**NEW ZEALAND NURSES ORGANISATION**



**Some Employers** & Tōpūtanga Tapuhi Kaitiaki o  
Aotearoa NZNO

**Primary Health Care  
Multi-Employer Collective Agreement**

**1<sup>st</sup> July 2026 to 30<sup>th</sup> June 2027**

## Table of Contents

<b>1.</b>	<b>PRINCIPLES/ MĀTĀPONO .....</b>	<b>4</b>
1.1	Te Tiriti o Waitangi .....	4
1.2	Reasonable accommodations/ Āhuetanga tuku whaitake .....	4
1.3	No Pass On/ Kāore he whakaritenga tiritiri .....	4
<b>2.</b>	<b>APPLICATION/ TE WHAKATŪTANGA .....</b>	<b>5</b>
2.1	Purpose/Aronga.....	5
2.2	Parties/ Ngā rōpū o te whakaaetanga .....	5
2.3	Coverage/ Korahi .....	5
2.4	Savings/ Te kore heke o ngā utu me ngā whakaritenga mahi .....	5
2.5	Term/ Te wā o te whakaaetanga .....	5
2.6	Variations/Panoni whakaaetanga .....	6
<b>3.</b>	<b>DEFINITIONS/TAUTUHINGA .....</b>	<b>7</b>
3.1	Definitions/Tautuhinga .....	7
<b>4.</b>	<b>HOURS OF WORK/HAORA MAHI .....</b>	<b>8</b>
4.1	Normal hours/ Haora mahi noa .....	8
<b>5.</b>	<b>OVERTIME/MAHI TUHENE .....</b>	<b>9</b>
5.1	Overtime/ Mahi tuhene.....	9
5.2	Calculation of overtime pay/ Te tātai utu mahi tuhene.....	9
5.3	Workloads/ Kawenga mahi .....	9
5.4	Penal Hours/ Haora whiu .....	10
<b>6.</b>	<b>PAY/TE UTU .....</b>	<b>11</b>
6.1	Salary Scales/ Ngā tauine utu .....	11
6.2	Placement within the scales/ Te kopou kaimahi ki ngā kaupae utu.....	122
6.3	Progression within the Scales/ Te ahunga whakamua I roto I nga Tauine .....	12
6.4	Payment of salaries/ Te utu i ngā utu .....	12
6.5	Deductions from salaries/ Ngā tangohanga i ngā utu .....	12
<b>7.</b>	<b>EXPENSES, ALLOWANCES &amp; PAYMENTS .....</b>	<b>13</b>
7.1	Expenses/ Whakapaunga utu .....	13
7.2	Nurse Prescribing Allowance/ Te utu tahua o ngā nēhi tūtohu rongoā .....	13
7.3	Annual Practicing Certificates/ Tiwhikete Whakangungu A-tau.....	13
7.4	PDRP and Merit/ PDRP me te mahi whai hiranga .....	13
7.5	Professional Development Leave/ Whakarerea Whakawhanake Ngaio .....	14
<b>8.</b>	<b>HOLIDAYS &amp; GENERAL LEAVE/ Wā whakatā me te whakamatuatanga whānui .....</b>	<b>15</b>
8.1	Public holidays/ Rā whakatā Tūmatanui .....	15
8.2	Annual leave/Whakamatuatanga ā-tau .....	15
8.3	Long service leave/Whakamatuatanga mahi tauroa .....	16

8.4	Bereavement/tangihanga leave/ Whakamatuatanga tangihanga .....	16
8.5	Parental leave / Whakamatuatanga mātua .....	17
8.6	Sick leave/ Whakamatuatanga māiui .....	17
8.7	Family Violence/ Ngā whakaritenga e pā ana ki te tūkino whānau .....	17
8.8	Jury Service/Mahi Whakawā.....	18
<b>9.</b>	<b>UNION RIGHTS/ Mana kotahitanga .....</b>	<b>19</b>
<b>10.</b>	<b>ENDING EMPLOYMENT/ Te Mutunga o te Mahi .....</b>	<b>20</b>
10.1	Abandonment of employment/ Te pīrere i te mahi.....	20
10.2	Record of service/ Tuhinga ratonga mahi .....	20
10.3	Notice Period/ Wā whakamōhiotanga .....	20
<b>11.</b>	<b>MANAGEMENT OF CHANGE/ TE WHAKAHAERE I NGA HURINGA MAHI....</b>	<b>21</b>
11.1	Consultation/ Wā Rūnanga .....	21
11.2	Redundancy/ Utu whakamutu mahi .....	22
<b>12.</b>	<b>HEALTH AND SAFETY/ TE HAUORA ME TE HAUMARU .....</b>	<b>24</b>
<b>APPENDIX 1: Merit/ ĀPITI HANGA 1: Kaiaka .....</b>		<b>25</b>
<b>APPENDIX 2: Employer Parties/ ĀPITI HANGA 2: Roopu kaituku mahi .....</b>		<b>26</b>
<b>SIGNATURES/ KIRIMOKOTĀ.....</b>		<b>27</b>
	Execution/ Whakatinanatanga .....	27

Thanks, and acknowledgement to Christina Couling for te reo translations

# 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 Reasonable accommodations/ Āhuatanga tuku whaitake

The employer is committed to creating an equal opportunity environment by providing reasonable accommodations as outlined in the Human Rights Act 1993.

## 1.3 No Pass On/ Kāore he whakaritenga tiritiri

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.

### **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 who are members of NZNO whose job titles are:

- Registered Nurse/Practice Nurse
- Enrolled Nurse
- Senior Nurse/Nurse Lead
- Nurse Practitioner
- 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 Term/ Te wā o te whakaaetanga**

This agreement shall take effect on 1 July 2026 and expire on 30 June 2027.

## 2.6 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 individual employee entering into an agreement with their employer that contains additional terms beyond those set out. Such agreement will be recorded in writing and signed by both parties.

DRAFT

## 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 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 37.5 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.

## 4. HOURS OF WORK/HAORA MAHI

### 4.1 Normal hours/ Haora mahi noa

- (a) 40 or 37.5 hours will be the ordinary hours of work of an employee employed full-time in each week.
- (b) The working week will start and end at 2400 Sunday/Monday.
- (c) When the majority of a duty falls on a particular day, the whole duty will be regarded as being worked on that day.
- (d) 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.
- (e) Rosters will show duties for a minimum 28-day period.
- (f) Changes to rosters once posted shall only be by mutual agreement.
- (g) Except in an emergency, no employee will work more than seven consecutive duties at any one time.
- (h) 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, except by mutual agreement.
- (i) 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.
- (j) 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.
- (k) Employees may change/swap 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 penal payment provisions will not apply.
- (l) 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.
- (m) 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.

## **5. OVERTIME/MAHI TUHENE**

### **5.1 Overtime/ Mahi Tuhene**

- (a) Where it is agreed that work demands exceed what can be achieved within normal 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 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.
  - (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.

DRAFT

## 6. PAY/TE UTU

### 6.1 Salary Scales/ Ngā tauine utu

Note: Rates are per hour.

<b>Registered Nurses</b>		<b>Effective 1/7/26</b>
7		\$51
6		\$49
5		\$46
4		\$43
3		\$40
2		\$37
1		\$35
<b>Enrolled Nurses</b>		<b>Effective 1/7/26</b>
5		\$40
4		\$38
3		\$35
2		\$34
1		\$33
<b>Senior Nurse/Team Leader</b>		<b>Effective 1/7/26</b>
3		\$58
2		\$55
1		\$52
<b>Nurse Practitioner</b>		<b>Minimum pay rates Effective 1/7/26</b>
<b>NP4</b> (3 years' + clinical experience post qual)		\$90
<b>NP3</b> (2 to 3 years' clinical experience post qual)		\$85
<b>NP2</b> (1 to 2 years' clinical experience post qual)		\$80
<b>NP1</b> (0- 1 years' clinical experience post qual)		\$75
<b>Health Care Assistant</b>		<b>Effective 1/7/26</b>
5		\$33
4		\$32
3		\$31
2		\$30
1		\$29
<b>Administrator/Medical Receptionists</b>		<b>Effective 1/7/26</b>
5		\$34.00
4		\$32.50
3		\$31.00
2		\$30.00
1		\$29.00

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

- (a) New employees will be placed on the appropriate step within the scale for their position according to relevant skills and experience.
- (b) 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**

- (a) Progression in all scales (except the Nurse Practitioner scale) will be by yearly increment, on the anniversary of employment with the current employer, subject to satisfactory performance.
- (b) Where an annual appraisal does not take place, progression shall not be withheld.
- (c) Nurse Practitioner progression is noted in the scale and relates directly to clinical experience from qualification.
- (d) The definition of 1 year of clinical experience for NPs post qualification is based on 1 FTE hours.

## **6.4 Payment of salaries/ Te utu i ngā utu**

- (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**

- (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) Expenses incurred by an employee will be reimbursed in the pay run following the claim being submitted and approved by their manager.

### **7.2 Nurse Prescribing Allowance/ Te utu tahua o ngā nēhi tūtohu rongoā**

Where a nurse (other than a nurse practitioner) is required to prescribe medicines as a part of their role and has training and/or a qualification allowing them to do so, they shall receive an allowance of \$1/hour for all hours worked.

### **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.

### **7.4 PDRP and Merit/ PDRP me te mahi whai hiranga**

- (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 these allowances are as follows:
  - (i) RN Expert / Puna Rahi \$2.35/hour
  - (ii) RN Proficient / Puna Whakatau \$1.50/hour
  - (iii) EN Expert \$2.35/hour
  - (iv) EN Proficient \$1.50/hour
- (c) Where a 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

## **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.

DRAFT

## **8. HOLIDAYS & GENERAL LEAVE/ Wā whakatā me te whakamatuatanga whānui**

### **8.1 Public holidays/ Rā Whakatā 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) Employees are paid at time and a half (T1.5) for working on a public holiday.
- (d) 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.

### **8.2 Annual leave/ Whakamatuatanga ā-tau**

- (a) All employees shall be entitled to four (4) weeks of paid annual leave on appointment
- (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

### **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) Wherever 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 in 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 māiui**

- (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/ Ngā whakaritenga e pā ana ki te tūkinu 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. The employer is not required to pay an employee if they are in receipt weekly compensation under the Accident Compensation Act 2001.

## 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 rather than the employee having to pay the employer.
- (j) If the employee fails to reimburse the employer the juror's fees received and fails to provide the evidence as to the court payment to authorise a deduction for the fees paid by the court, the employer shall be entitled to deduct the payment the employer made to the employee for the jury service attendance from wages due to the employee and the employee shall not be entitled to any payment from the employer for the time spent on jury service.

## 9. UNION RIGHTS/ Mana Kotahitanga

- (a) Any offer of employment to a person whose role would be covered by this collective agreement, according to the coverage clause above, will include the union's contact details including the union's nominated email address ([nurses@nzno.org.nz](mailto:nurses@nzno.org.nz)), phone number (0800 283848) and the union's nominated website address ([https://www.nzno.org.nz/about\\_us](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) All new employees will be covered by the terms and conditions set out in this agreement for a period of 30 days from commencement of employment.
- (d) 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.
- (e) 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 assist at MECA negotiations, 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.
- (f) 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/ Te Mutunga o te Mahi**

### **10.1 Abandonment of employment/ Te pīrere i te mahi**

Where an employee is absent from work for a continuous period exceeding five (5) 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/ Tuhinga Ratonga Mahi**

Each employee, on leaving or being discharged from employment, shall, on request, be given within 24 hours, 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.

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

- (a) 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:
  - (i) improved decision making
  - (ii) greater cooperation between employer and employees; and
  - (iii) 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.

- (b) 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 the NZNO to allow them to participate in the consultative process so as to allow substantive input. Where an employer receives an indication of potential significant changes, they undertake to advise staff and the 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.

### **11.1 Consultation/ Wā Rūnanga**

- (a) Consultation involves the statement of a proposal not yet finally decided upon
- (b) Providing sufficient information to ensure informed feedback after a sufficient period of time usually not less than 2 weeks, except by agreement between the employer and NZNO
- (c) Listening to feedback, considering their responses and then deciding what will be done. Consultation clearly requires more than prior notification.
- (d) 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.
- (e) 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.
- (f) Both parties should keep open minds during consultation and be ready to change. Sufficiently precise information must be given to enable the person(s) being consulted to state a view, together with a reasonable opportunity to do so (see (b) above) – either orally or in writing.
- (g) Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.
- (h) 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.

- (i) 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

- (e) 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.
- (f) A higher settlement than that specified in sub clause (d) above is not precluded.
- (g) Redundancy compensation or extended notice as provided above shall not apply where:
  - (i) an alternative position with the employer is available on the same or substantially similar terms and conditions including location, and with duties within the employee's capabilities (some training may be required), which the employee elects not to take; or
  - (ii) an employee agrees to an alternative position with the employer, whether this is a similar position or not.
- (h) Where the employer is contracting out, selling or transferring all or part of the business, including the part of the business where the employee is employed, the following provisions will apply:
  - (i) The employer shall consult with the employee about any proposal to sell all or part of the business or to contract out or transfer work before a final decision is made.
  - (ii) If the employer decides to proceed with the proposed restructure, it will negotiate with the new contractor/service provider with a view to endeavouring to have the new employer offer the employee employment on the same or substantially similar terms and conditions including location and recognising service as continuous.
  - (iii) The employee will be advised of timeframes for such negotiation and/or for the acceptance of any offer of employment and/or of any application process, in a timely manner.
  - (iv) The employee is entitled to choose whether or not to accept employment with the contractor/service provider. In the event that the contractor/service provider offers the employee employment in terms (e) above, no redundancy situation will arise, and the employee will not be entitled to receive redundancy compensation.
- (i) In the event that the contractor/service provider is not prepared to offer the employee employment, the employee will be entitled to notice of termination as specified in clause 11.2(a) and will remain entitled to the provisions of 11.2(d)

## 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.
- (g) The employer recognises that to fulfil their function health and safety delegates require adequate training, paid time and facilities.
- (h) If, for an adverse or severe weather event where workers are advised not to attend work, (i.e. rain resulting in flooding, cyclones and other severe weather event) they will, for their own safety, inform the employer they are unable to attend work and will not be required to do so. Such time will not result in loss of pay.

# APPENDIX 1: Merit/ ĀPITIHANGA 1: Kaiaka

## Medical Receptionists and Administrative Staff/ Kiripaepae rongoā me ngā kaimahi whakahaere

### Merit Level 1/ Mahi painga taumata 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:

- (a) 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
- (b) Responsibility for rostering and staff cover
- (c) Utilising relevant second language skills or cultural skills
- (d) Supervision, orientation and/or mentoring of staff
- (e) Advanced technical medical typing where it is a significant part of the employee's role

### Merit Level 2/ Mahi painga taumata 2

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

- (a) Consistently high involvement in administration roles such as procurement/purchasing, IT management, or staff/office management
- (b) Relief of Practice Manager
- (c) Undertaking the responsibilities of the Health and Safety Officer for the practice

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

	Practice Name	Employer/Owner	Phone	Primary Email Contact
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				
42				
43				
44				

DRAFT

# SIGNATURES/ KIRIMOKOTĀ

## Execution/ Whakatinanatanga

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**NAME**  
**ROLE**  
On behalf of NZNO

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**NAME**  
**ROLE**  
On behalf of Employer Parties

DRAFT