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0800 28 38 48

# **COLLECTIVE AGREEMENT**

**01 July 2020 – 30 January 20221**



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## **Working in Partnership**

THINK Hauora is committed to Te Tiriti o Waitangi and to the improvement of people's health in Aotearoa. It means affirming Tino Rangatiratanga and Mana Motuhake of Maori, and for Te Tiriti based relationships to flourish.

### **1. Parties**

In accordance with the Employment Relations Act 2000 this collective agreement is made:

BETWEEN:

Central Primary Health Organisation (trading as and referred to as "THINK Hauora" or "the employer")

AND

The New Zealand Nurses Organisation (NZNO) (The "Union").

### **2. Coverage and Application**

2.1 This is a Collective Agreement (CA) that is made pursuant to the Employment Relations Act 2000.

This CA shall apply to all employees who are members of NZNO and who are employed by the employer party to the CA where they are

- (i) Required to hold a nursing registration as either an Enrolled Nurse, Registered Nurse or Nurse Practitioner, or Clinical Nurse Manager,
- (ii) Employed in administration, reception, or medical reception roles.

2.2 The parties agree that any employee whose work is covered by the coverage clause of this agreement (clause 2.1 above) who is engaged by the employer, and is a NZNO member, shall be entitled to all benefits, and be bound by all of the obligations, under this agreement.

The employers shall follow the requirements of the Employment Relations Act 2000 with regard to new employees. The employer shall advise new employees that the employer is a party to the THINK Hauora Collective Agreement, that they are able to join NZNO and be covered, and that there is a copy of the agreement available in the workplace.

Employees will notify the employer in writing of their union membership.

2.3 Existing employees who are covered by the coverage clause of this collective agreement (clause 2.1) who become NZNO members during the term of the collective agreement shall, from the date of becoming a union member, be eligible to receive all benefits, and be bound by all of the obligations, relating to employees under this collective agreement subject to the restrictions set out in the Employment Relations Act 2000.

2.4 Impact on Individual Employment Agreements: Where an employee on an individual employment agreement elects to be bound by this collective agreement,

their previous terms and conditions of employment shall no longer apply unless otherwise agreed between that employee and the employer, or as provided for in this collective agreement.

- 2.5 Savings: Nothing in this collective agreement shall operate as to reduce the ordinary time (T1) hourly rate applying to any employee at the date of this collective agreement coming into force unless specifically agreed between the parties during the negotiations.

For the avoidance of doubt, an employee who has an all-inclusive annual salary at the time they become covered by the collective agreement shall continue to have that all-inclusive salary unless the employer and employee agree on how the employee shall transition to an ordinary rate.

### **3. Term**

- 3.1 This collective agreement shall come into force on 01 July 2020 and expire on 30 January 2022.

### **4. Variation of this CA**

- 4.1 The parties may vary this agreement from time to time by written agreement signed by them. Any such variation will take effect as if it were incorporated into this agreement.
- 4.2 Where a change impacts on the employer, any or all of the provisions may be varied by agreement between the employer and NZNO. Any such variation will be committed to writing and signed by the parties to the variation.
- 4.3 Where a change only impacts on one or some of the employees, then any of the provisions may be varied by agreement between the affected employee(s) and their employer and NZNO. Any such variation will be committed to writing and signed by the employer and the employee(s) affected and NZNO.

### **5. Definitions**

"Administration staff" means an employee who is wholly or substantially engaged in administration duties.

"Casual employee" means an employee who has no set hours or days of work and who is normally asked to work as and when required. They are employed when there is an overflow of work or a permanent employee is absent. Each engagement undertaken by the casual employee is a stand-alone employment arrangement and the employment shall be at an end at the completion of the work required. Nothing in this agreement, either express or implied, requires the employer to offer any employment to any employee, notwithstanding that the employee may be recognised on any list maintained by the employer to assist in obtaining staff.

"Clinical Quality Facilitator" means a Registered Nurse who has been appointed as a Clinical Quality Facilitator.

“Community Clinical Nurse” means a Registered Nurse working in the community and includes Long Term Conditions, Cancer Support, Respiratory, Cardiac, Diabetes and other nurse designated by THINK Hauora as a community nurse.

“Employee” means any person employed by the employer whose position is covered by this CA.

“Employer” means THINK Hauora or an appointed delegate.

“Enrolled nurse” has the same meaning as in the Health Practitioners’ Competence Assurance Act 2003 and its successors.

“Full time employee” means an employee who works not less than the “ordinary” or “normal” hours set out under “hours of work” in this CA.

“HPCA” means the Health Practitioners’ Competence Assurance Act 2003 and its successors.

“IKSF” means Interdisciplinary Knowledge and Skills Framework

“Medical Receptionist” means a person who is employed to undertake medical receptionist duties at the medical practice.

“Clinical Nurse Manager” has the same meaning as in the Health Practitioners’ Competence Assurance Act 2003 and its successors and is responsible for Clinical Nursing leadership with HCP

“Nurse Practitioner” has the same meaning as in the Health Practitioners’ Competence Assurance Act 2003 and its successors.

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“Ordinary time hourly rate of pay” shall be 1/2086, correct to four decimal places of a dollar, of the yearly rate of salary payable to the employee. T1 refers to the ordinary time hourly rate of pay; T1.5 refers to one and a half times the ordinary time hourly rate of pay.

“Part-time employee” means an employee, other than a casual employee, who is employed on a permanent basis but works less than the ordinary or normal hours prescribed in this CA. Any wages and benefits e.g. leave; will be pro rata according to the hours worked unless specifically stated otherwise in this CA.

“PDRP” means Professional Development and Recognition Programme.

“Practice Nurse” means a Registered Nurse who is employed to undertake duties at the medical practice.

“Registered Nurse” has the same meaning as in the Health Practitioners’ Competence Assurance Act 2003 and its successors.

“Relevant Daily Pay” has the meaning as provided by the Holidays Act 2003.

“Service” means the current continuous service with the current employer.

“Team Leader” is an employee of THINK Hauora who has been appointed by THINK Hauora into a designated Team Leader position.

“Temporary/Fixed Term Employee” means an employee who is employed for a specified limited term for a specified project, situation or event, or, for example, to replace an employee on parental leave or long term accident or sickness. There is no expectation of on-going employment. Temporary agreements must not be used to deny staff security of employment.

“Transition” means the process of change from having an Individual Employment Agreement to being a party to this collective agreement.

“Translation” means the process of interpreting the terms and conditions of the collective agreement, particularly as they relate to remuneration for each member as they transition onto this collective agreement.

## **6. Probationary Period**

A new employee may be employed on a probationary period in accordance with section 67(a) of the Employment Relations Act 2000. Any probationary period requires agreement between the new employee and the employer. Where a probationary period is proposed, it shall be specified in the Employee’s letter of offer, which shall also advise the employee of the right to seek independent advice about the implications of this provision prior to agreeing to this probationary period. This 90 day probationary period shall begin on the commencement date of the Employees employment.

The employee will receive a written plan if he/she fails to meet the employer’s standards and/or expectations.

## **7. Hours of Work**

The employer will endeavour to ensure safe staffing levels and appropriate skill mix in work areas.

7.1 The ordinary working hours of an employee employed full-time shall be either:

(i) 80 per fortnight; or

(ii) 40 per week;

7.2 Employees will normally work 8 hours a day in duration. Work days shall be no less than 4 hours per day, except by mutual agreement between the employee and employer.

7.3 The times, hours and days to be worked, shall be set by agreement between the employer and employee. Any change to the hours and/or days of work shall be by agreement between the employer and employee. Such agreement would not be unreasonably sought or withheld by either party where there are demonstrable employer or employee needs.

- 7.4 Except by mutual agreement, every employee shall have two periods of at least 24 hours off duty each week, and except in the case of emergencies or by agreement, these shall be consecutive.
- 7.5 Except by mutual agreement, no employee shall work more than seven days in a row. This does not include days attending training or professional development.
- 7.6 Where the employer requires employees to attend classes of instruction or examinations the time spent shall be paid at the employee's ordinary time rate of pay, time in lieu shall apply.
- 7.7 Once commenced a work day shall be continuous unless otherwise agreed between the employer and the employee.

## **8. Meal Breaks and Rest Periods**

- 8.1 Employees who work for less than two hours in a day are not entitled to breaks.
- 8.2 Employees who work for two hours or more are entitled to a paid 10 minute rest break.
- 8.3 Employees who work for four hours or more are additionally entitled to an unpaid meal break.
- 8.4 Employees who work six hours or more in a day are entitled, within each working day, to two paid ten-minute rest breaks and an unpaid meal period of at least half an hour.
- 8.5 An employee who is unable to be relieved from work for a meal break shall be entitled to have a meal while on duty and this period shall be regarded as working time. The employee shall comply with the employer's policy as to where on the premises the meal may be taken.
- 8.6 During the meal break or rest breaks specified above, free tea, coffee, milk and sugar shall be supplied by the employer when the break is taken on the premises. This shall not apply when employees are working off site.
- 8.7 The employer shall ensure so far as practicable, given the employers operational requirements and resources, that appropriate facilities are to be provided in the workplace for an employee who wishes to breastfeed and that appropriate breaks are provided for this. Such breaks shall be unpaid unless otherwise agreed.

## **9. Remuneration**

- 9.1 Normal Hourly Rate  
The normal hourly rate shall be two thousand and eighty-six part (1/2086), correct four decimal places, of a dollar, of the yearly rate of salary payable.
- 9.1.1 9.2 Rates of Renumeration The employer may increase an employee's hourly rate of pay at its sole discretion, upon completion of a satisfactory annual performance



appraisal, and if the employee has attained the top step of the printed wage scale in this agreement, or where the rate of pay is unprinted and position specific..

- I. This pay increase must be recorded in writing and placed on the employee's file.
- II. A copy of the pay increase must be provided to the employee

Nurse Practitioner

Nurse Practitioner

	1 July 2020	
Step	Annual Salary	Hourly Rate
1	\$109,116	\$52.30
2	\$115,026	\$55.14
3	\$120,938	\$57.97
4	\$130,653	\$62.63

NB: No PDRP payment is applicable to the Nurse Practitioner Scale.

Community Clinical Nurse

	1 July 2020	
Step	Annual Salary	Hourly Rate
1	\$54,034	\$25.90
2	\$58,491	\$28.03
3	\$62,138	\$29.78
4	\$65,652	\$31.47
5	\$72,945	\$34.96
6	\$77,443	\$37.12
7	\$78,993	\$37.86
8	\$82,957	\$39.76

Clinical Team Leader/ Team Leader - only relates to Community Clinical Nurse Team Leader positions

	1 July 2020	
Step	Annual Salary	Hourly Rate
	\$85,375	\$40.92

Practice Nurse

	1 July 2020	
Step	Annual Salary	Hourly Rate
1	\$54,528	\$26.14
2	\$57,490	\$27.56
3	\$62,246.	\$29.84
4	\$66,209.	\$31.74
5	\$72,926.	\$34.96
6	\$75,137.	\$36.02

Enrolled Nurse

	1 July2020	
Step	Annual Salary	Hourly Rate
1	\$48,520	\$23.26
2	\$51,440.	\$24.66
3	\$54,903.	\$26.32

Administration/Medical Receptionist

	1 July 2020	
Step	Annual Salary	Hourly Rate
1	\$48,520	\$23.26
2	\$51,440.	\$24.66
3	\$54,903.	\$26.32

Step		
1		
2		
3		
4		

NB: No PDRP payment is applicable to the Nurse Practitioner Scale.

Community Clinical Nurse

9.3 Operation of Salary Scales

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

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

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

9.3.3

- (i) new employees progression through the salary scales shall be by annual increment on the employee's anniversary date
- (ii) progression will be subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised.

#### 9.4 Practice Nurse Merit Payments

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

The merit levels will be remunerated at the following rates:

Merit Level 1	\$1.00
Merit Level 2	\$1.20

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

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

##### Merit Level 1

- Consistently high standard of handling high volumes of screening data and recall
- Additional responsibilities e.g. IT, practice/workplace administration, shift team leader
- Relevant second language skills
- Exemplary performance of routine Registered Nurse/Practice Nurse/Midwife duties
- Staff supervision and/or mentoring of staff

Note: An employee who fulfils 3 or more of the responsibilities listed will be eligible for Merit Level 1.

##### Merit Level 2

- Consistently high involvement in clinical management of acute/chronic illness e.g. asthma, diabetes, hypertension, anticoagulation, Care Plus. This may include the running of acute/chronic illness or well person orientated clinics e.g. in industry or school settings, regular and significant contribution to education of other staff or patient groups. This may occur in either a clinic or community setting.
- Significant additional workplace income generation either through charging for services, or significantly contributing to the securing of additional contracts such as additional ACC or PHO service contracts.

Note: An employee who fulfils 1 or more of the responsibilities listed will be eligible for Merit Level 2.

A practice nurse shall not be entitled to receive both PDRP and Merit Payments, only one shall apply.

#### Co-ordinator

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

### 9.5 Enrolled Nurse Merit Payments

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

The merit levels will be remunerated at the following rates:

Merit Level 1	\$1.00
Merit Level 2	\$1.20

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

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

#### Merit Level 1

- Undertakes professional/educational development each year that is relevant to the employer
- Exemplary performance of routine enrolled nurse duties
- Additional responsibilities e.g. IT, practice/workplace administration
- Relevant second language skills
- Staff supervision and/or mentoring of staff

Note: An employee who fulfils 3 or more of the responsibilities listed will be eligible for Merit Level 1.

#### Merit Level 2

- Significant additional workplace income generation through charging for services, or significantly contributing to the securing of additional contracts

An enrolled nurse shall not be entitled to receive both PDRP and Merit Payments, only one shall apply.

### 9.6 Medical Receptionist/Administration Staff Merit Payments

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

The merit levels will be remunerated at the following rates:

Merit Level 1	\$1.35
Merit Level 2	\$1.35

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

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

#### Merit Level 1

- Exemplary performance of routine medical receptionist/administration duties
- Undertaking professional development of benefit to the employer
- Financial Management
  - Electronic transfer of GMS/ACC/Immunisation/Maternity Claims
  - PHO funding – import/export of data
  - Participate in wage processing
  - Management of debt collection
  - Payment of creditors
  - Cashbook
  - GMS/ACC/Insurance reconciliation
  - Locum payments
- Relevant Second Language Skills
- Staff supervision and/or mentoring of staff

Note: An employee who fulfils 3 or more responsibilities listed will be eligible for Merit Level 1

## Merit Level 2

- IT Management
  - Management of computer systems
- Staff/Office Management
  - Arranging staff cover/rosters
  - Relief of Practice Manager
  - Procurement/Purchasing
- Medical Typing where it is a significant part of the employee's role

Note: An employee who fulfils 1 or more of the responsibilities listed will be eligible for Merit Level 2.

### 9.7 Merit Step Process

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

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

### 9.8 Additional Hours and Call backs

9.8.1 An employee working in excess of their agreed work hours shall be entitled to payment for additional hours or call backs at their ordinary time rate (T1).

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

## **10. Professional/Educational Development**

The employer and employee are committed to staff education and development. Employees will be actively encouraged to attend educational courses relevant to their professional/educational development and of benefit to the employer. All employees will have a current professional development plan in place and it will be mutually agreed by the employer and the employee.

10.1 The employer shall grant professional/educational development leave of up to 40 hours per calendar year for full time employees (pro-rated to no less than 8 hours per calendar year for part time employees). This leave is to enable employees to prepare a portfolio, complete qualifications, and to attend training relevant to their professional/educational development and relevant to the employer. Prior approval of the employer must be obtained. The approval of the employer shall not be unreasonably withheld.

10.2 All of the employee's normal working hours absent from the practice for professional/educational development including travel time will be a claim against

the hours as specified in subclause 10.1.

- 10.3 Paid meetings to meet organisational and service requirements not otherwise addressed in this clause (including staff meetings and in-service training) shall be granted in addition to the above provisions.
- 10.4 Professional/educational development leave will be granted at T1 rate and shall not accumulate from one year to the next.
- 10.5 Where an employer requires an employee to attend professional/educational development, whether the employee is scheduled to work or not for the time of the leave, the employee shall be granted paid leave as per sub clauses 10.1, 10.3 and 10.6.
- 10.6 Professional Development and Recognition Programme

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-rate allowance as long as that employee maintains that level of practice. All levels of practice shall be added to the base rate of pay and be payable on all hours worked.

The rates of these allowances are as follows:

- RN Expert \$4,500 p.a.
- RN Proficient \$3,000 p.a.
- EN Accomplished \$4,500 p.a.
- EN Proficient \$3,000 p.a.

All RNs and ENs will be able to progress within the pathway, with all RNs and ENS required to demonstrate competent level of practice. Achievement of proficient and expert (RNs) and proficient and accomplished (ENs) is voluntary.

## **11. Reimbursing Payments**

### **11.1 Annual Practising Certificate**

Where an employee is required by law to hold an annual practising certificate, the employer shall contribute \$110 towards the cost of the certificate, provided that:

- 11.1.1 It must be a statutory requirement that a current certificate be held for the performance of duties.
- 11.1.2 The employee must be engaged in duties for which the holding of a certificate is a requirement.

### **11.2 Travelling Expenses and Incidentals**

- 11.2.1 When travelling on employer business, the employee will be reimbursed for authorised costs on an actual and reasonable basis on presentation of a completed expense claim form and receipts.
- 11.2.2 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. These rates will commence from date of ratification of this collective agreement.

General: In circumstances not addressed by this clause, any authorised actual and reasonable expenses incurred on behalf of the employer shall be reimbursed in accordance with employer policies and procedures.

### 11.3 Professional Membership/ Affiliation e.g. NZNO Fees

The Employer will reimburse one relevant professional membership fee per annum up to \$500 on the presentation of a completed expense claim and evidence of payment

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## **12. Public Holidays**

12.1 The following days shall be observed as public holidays:

New Year's Day  
2 January  
Waitangi Day  
Good Friday  
Easter Monday  
ANZAC Day  
Sovereign's Birthday  
Labour Day  
Christmas Day  
Boxing Day  
Anniversary Day (as observed in the locality concerned).

12.2 In order to maintain services to clients, the employer may require an employee to work on a public holiday when the public holiday falls on a day which, but for it being a public holiday, would otherwise be a working day for the employee.

12.3 When employees work on a public holiday they will be paid at time and a half the ordinary time hourly rate of pay (T1.5) for each hour worked. 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.

12.4 Part time employees – Where a part-time employee's days of work are fixed, the employee shall only be entitled to public holiday provisions if the day would otherwise be a working day for that employee.

12.5 When a public holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an employee is entitled to that holiday which is not debited against such leave.



### **13. Annual Leave**

- 13.1 Employees, other than casuals, shall be entitled to 4 weeks annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause, and the Organisation's Leave Management Policy and Procedures as attached as Appendix 1. Except that on completion of six years recognised current continuous service with the same employer the employee shall be entitled to 5 weeks annual leave.
  - 13.1.1 For those employees where superior entitlements to these were available, such entitlements shall be retained by the individuals concerned.
- 13.2 Annual leave is able to be accrued to a maximum of two years entitlement. The Employer strongly encourages all employees to take all annual leave in the year it is due as part of its commitment to health and safety.
  - 13.2.1 Casual employees shall be paid 8% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement.
  - 13.2.2 The employee will submit a request for annual leave to the employer or an appointed delegate for approval at least 14 days before the leave is sought (except in exceptional circumstances).
  - 13.2.3 The times at which the employee shall take annual leave will be determined where ever possible, by mutual agreement. If the parties fail to reach mutual agreement, the employer will have the final right to decide when leave will be taken. In this case, the employer will give at least 14 days notice of the requirement to take annual leave.
  - 13.2.4 Where there is a close-down period (once per annum) the employee may be required to take annual leave at this time. The employer will give at least 14 days notice of your requirement to take annual leave.

### **14. Sick Leave**

The following Sick Leave provisions shall apply

Sick leave can be taken where the employee is sick or injured, the employee's spouse is sick or injured, or a person who depends on the employee for care is sick or injured.

- 14.1 After three months continuous employment a full time employee shall be entitled to ten (10) working days paid sick leave for the subsequent twelve months of employment, and an additional ten (10) working days for each subsequent twelve month period. The entitlement shall be pro-rated for part time employees except that a part-time employee shall receive no fewer than five (5) working days paid sick leave for the subsequent twelve months of employment and a minimum of five (5) additional working days for each subsequent twelve month period.
- 14.2 A medical certificate may be required to support the employee's claim for sick leave. If a medical certificate is required for less than three days, then the employer shall meet the cost of that certificate.

14.3 The provisions of this clause are inclusive of the sick leave provisions of the Holidays Act 2003 and of the other provisions in this clause and the Organisation's Leave Management Policy and Procedures.

14.4 The employee can accumulate their sick leave entitlement up to a maximum of 30 days, pro rata for part-time employees.

Any entitlement accrued prior to commencement of this agreement in excess of 30 days shall be retained but will not be increased until the balance falls below 30 days.

14.5 Sick leave may be utilised where the employee requires surgery, leave for health screening and medical appointments. Leave for this purpose may be taken in ¼ day blocks.

14.6 During extended periods of leave without pay, sick leave entitlements will not continue to accumulate.

## **15. Bereavement/Tangihanga Leave**

15.1 The provisions of this clause are inclusive of the Bereavement leave provisions of the Holidays Act 2003, other provisions in this clause and the Organisation's Leave Management Policy and Procedures as it relates to Bereavement and Tangihanga Leave.

15.2 An employee shall be entitled to a maximum of three days leave without loss of pay on each occasion of the death of the employee's spouse/partner, father, mother, brother, sister, child, grandparent, parents-in-law, grandchild, stepchildren, stepparents, stepsister, stepbrother or any other close family/whanau/person in respect of whom the employer agrees that bereavement/tangihanga leave may be taken.

15.3 An employee shall be entitled to one day's leave without loss of pay on each occasion of the death of any other person, providing that the employer accepts that the employee has suffered a bereavement, taking into account the relevant factors set out in section 69(3) of the Holidays Act 2003.

15.4 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 clause 15.1 above. This provision will not apply if the employee is on leave without pay.

15.5 In relation to tangihanga and clauses 15.1 and 15.2 above, the employer shall consider these provisions in a culturally appropriate manner. The granting of time off and for how long shall be at the discretion of the employer.

## **16. Parental Leave and Employment Standards Legislation Bill**

- 16.1 The provisions of the Parental Leave and Employment Protection Act 1987, the Parental Leave and Employment Protection (Paid Parental Leave) Amendment Act 2002 and the Employment Standards Legislation Bill will apply.

## **17. Jury Service/Witness Leave**

- 17.1 Jury Service and Witness Leave come under the provisions of the Jurys Act 1981, other provisions in this clause and the Organisation's Leave Management Policy and Procedures.
- 17.2 Employees called on for jury service are required to serve. Where the need is urgent, the employer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.
- 17.3 An employee called for jury service must advise the employer as soon as practicable.
- 17.4 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. Any additional days beyond the first 5 days leave can be taken as annual leave or leave without pay.
- 17.5 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. 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.

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.

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.

- 17.6 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.
- 17.7 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.

## **18. Long Service Leave**

The employee will become entitled to long service leave as follows:

- (i) One special holiday of two weeks upon the completion of 15 years of continuous service. To be taken within 5 years after the entitlement date.
- (ii) One special holiday of three weeks upon the completion of 25 years of continuous service. To be taken within 5 years after the entitlement date.
- (iii) One special holiday of four weeks upon the completion of 35 years of continuous service. To be taken within 5 years after the entitlement date.

## **19. Leave Without Pay**

Leave without pay may be taken by mutual agreement between the employee and employer as described in the Organisation's Leave Management Policy and Procedures.

## **20. NZNO Meetings**

NZNO members shall be entitled to four hours paid time off to attend NZNO meetings in each calendar year provided that each of the following conditions is fulfilled:

- (i) At least 14 days notice of the meetings shall be given.
- (ii) Work shall resume as soon as practicable after the finish of the meeting.
- (iii) NZNO will consult with the employer to ensure that the employer's business is able to be maintained during any NZNO meeting.

The provisions of this clause shall be inclusive of any legislative entitlement to paid union meetings.

NOTE: The provisions contained in this clause are inclusive of and not in addition to the provisions of section 26 of the Employment Relations Act 2000.

## **21. NZNO Right of Entry**

- 21.1 The authorised NZNO representative shall be entitled to enter the workplaces at reasonable times, in a reasonable way and in compliance with health and safety requirements, after first obtaining the consent of the employer for purposes related to the employment of its members and/or the Union's business.
- 21.2 When the NZNO representative enters the workplace they will advise the manager they are entering the workplace and if the manager is not present the NZNO representative will leave written notice of the visit.
- 21.3 The employer recognises that it may not unreasonably deny a NZNO representative access to a workplace.

21.4 The provisions of the Employment Relations Act 2000 shall apply where any provision or entitlement is not provided for as above.

## **22. NZNO Delegates**

22.1 The employer shall recognise the delegate(s) who are elected by the employees and endorsed by the union as the representatives of the union.

22.2 In the first instance delegates will endeavour to involve the employer at an early stage if problems or disputes are brought to the delegate's attention which need to be resolved.

22.3 Delegates have the ability to seek advice from NZNO prior to involving the employer.

22.4 The employer accepts that NZNO delegates are the recognised channel of communication between NZNO and the Employer in the workplace.

(i) Time off at ordinary time rates shall be allowed for delegates to attend meetings with the employer, consult with NZNO members, other workplace delegates and NZNO officials, to consult on and discuss issues as they arise and to provide employee representation.

(ii) Prior approval for such meetings shall be obtained from the employer. Such approval shall not be unreasonably held.

(iii) The amount of paid time off and facilities provided shall be sufficient to enable delegates to give adequate consideration to the issues in the workplace.

(iv) THINK Hauora recognises the role of the union delegates; THINK Hauora will pay reasonable time for union delegates (up to 4 hours per month) to carry out their union activities, such as representing employees in collective bargaining or when supporting union members.

Delegates must have the prior approval and agreement from the employer to perform delegate duties.

## **23. Employment Relations Education Leave**

23.1 The Employer shall grant leave on pay for employees covered by this CA to attend courses authorised by NZNO to facilitate the employee's education and training as employee representatives in the workplace.

<b>FTE eligible employees as at 1 March each year</b>	<b>Maximum number of days of employment relations education leave that we are entitled to allocate as a union</b>
1 – 5	3
6 – 50	5
51 – 280	1 day for every 8 FTE eligible employees or part of that number

281 or more	35 days plus 5 days for every 100 FTE eligible employees or part of that number that exceeds 280
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23.2 For the purposes of this clause, calculating the number of full-time equivalent eligible employees employed by an employer –

23.2.1 an eligible employee who normally works 30 hours or more during a week is to be counted as 1;

23.2.2 an eligible employee who normally works less than 30 hours during a week is to be counted as one-half.

23.3 The NZNO shall send a copy of the programme for the course and the name of employees attending at least 14 consecutive days prior to the course commencing.

23.4 The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.

23.5 The provision of Part 7 of the Employment Relations Act 2000 shall apply where any provision or entitlement is not provided for, or is greater than specified above.

## **24. Superannuation**

24.1 The provisions of the Kiwisaver Act 2006 and its amendments shall apply. These provisions can be found at [www.kiwisaver.govt.nz](http://www.kiwisaver.govt.nz).

## **25. Co-Operation, Management of Change and Consultation**

25.1 Co-Operation and Management of Change

25.1.1 The parties to this collective agreement recognise they have a mutual interest in ensuring that health services are provided professionally, efficiently and effectively, and that each has a contribution to make in this regard.

25.1.2 Regular consultation between the employer, its employees and the NZNO 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 NZNO delegate and the NZNO in assisting in the positive management of change

25.1.3 Therefore the parties commit themselves to the establishment of effective and on-going communications on all employee relations matters.

- 25.1.4 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.
- 25.1.5 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.
- 25.1.6 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.
- 25.1.7 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.

## 25.2 Consultation

- 25.2.1 Consultation involves the statement of a proposal not yet finally decided upon, listening to what others have to say, considering their responses and then deciding what will be done. Consultation clearly requires more than prior notification.
- 25.2.2 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.
- 25.2.3 If changes are proposed and such changes need to be preceded by consultation, the changes must not be made until after the necessary consultation has taken place. 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 – either orally or in writing.
- 25.2.4 Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.
- 25.2.5 The consultation process will give employees affected, or likely to be affected, by any significant change to staffing, structures or work practise, and the NZNO organiser/delegate, the opportunity to put forward their views on any proposals or options developed for change prior to any final decision being made.
- 25.2.6 The Process shall be as follows;
- (i) The initiative being consulted about should be presented by the employer as a “proposal” or “proposed intention or plan” which has not yet been finalised.

- (ii) Sufficient information must be provided by the employer to enable the party/parties consulted to develop an informed response.
- (iii) Sufficient time must be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.
- (iv) Genuine consideration must be given by the employer to the matters raised in the response.
- (v) The final decision shall be the responsibility of the employer.

## **26. Redundancy**

26.1 In the event that the employee is declared surplus to our requirements, they will be given at least 3 months notice in writing. The employer may, at their discretion, make a payment in lieu of notice and not require the employee to work out the notice period.

26.2 Where the employer proposes a restructuring of their business (within the definition of restructuring set out in section 69B of the Employment Relations Act) they shall as soon as is reasonably practicable:

- a) Discuss and negotiate with the new Employer whether the employee may:
  - (i) transfer to the new Employer on the terms and conditions of employment set out in the employee's Employment Agreement; or
  - (ii) transfer to the new Employer on different terms and conditions of employment; or
  - (iii) not transfer to the new Employer; and
- b) Meet with the employee as soon as is reasonably practicable after discussion with the new Employer to:
  - (i) convey the outcome of the discussion and negotiation outlined above; and
  - (ii) outline the employee's entitlements as set out in this provision and under clause 26.1.

26.3 During the period of notice, the employee shall be entitled to reasonable time off to attend interviews, seek alternative employment and to undergo counselling, by agreement with the employer, without loss of pay.

26.4 The employee made redundant shall be provided with a Certificate of Service stating that employment was terminated as a result of redundancy.

## **27. Employee Protection Provision**

27.1 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:

27.1.1 The employer shall endeavour to consult 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.

- 27.1.2 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. 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.
- 27.1.3 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 of 27.1.2 above, no redundancy situation will arise, and the employee will not be entitled to receive redundancy compensation or additional notice as specified in 26.1 above, whether or not the employee chooses to accept the offer of employment. The employee will be entitled to notice of termination with the employer as specified in this clause.
- 27.1.4 In the event that the contractor/service provider is not prepared to offer the employee employment in terms of 27.1.2 above, the employee will be entitled to notice of termination as specified in clause 36.1 and will remain entitled to the provisions of 26.1.
- 27.2 The provisions contained in this clause shall not apply where the employer is in receivership or in liquidation.

## **28. Confidentiality**

- 28.1 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.
- 28.2 Under no circumstances will an employee make use of, divulge or communicate confidential information to any person either during the term of this agreement or at any time after the termination of this agreement.
- 28.3 This shall not prevent registered health practitioners from making appropriate ethical/professional disclosures regarding individual patient clinical status and associated legal issues, in accordance with the provisions of the Privacy Act 1993. The registered health practitioner will notify the employer of such disclosures.

## **29. Policies and Procedures**

- 29.1 All employees covered by the Agreement shall comply with the employer's policies and procedures in force from time to time, to the extent that such policies and procedures are not inconsistent with the terms and conditions of this Agreement.
- 29.2 The employee will be consulted regarding any additions/amendments to those policies and procedures, where such additions/amendments have a material effect on employees' conditions of employment.

### 29.3 Vulnerable Children's Act 2014

Where employers are required under the Vulnerable Children's Act 2014 to safety check employees who will have contact with children, the parties agree that all employees covered by this agreement may be required to undergo such checks as prescribed by Regulation. This may include both vetting and screening processes. An employee who refuses to participate in the required safety checks or who does not pass such required screening may have their employment terminated.

## 30. Safe Staffing and Healthy Workplaces

The employer parties to this collective agreement agree and are committed to providing safe staffing and a healthy workplace to their employees.

Achieving healthy workplaces requires:

- (i) Having the appropriate levels of staff, skill mix, experience, and resourcing to achieve a match between demand and capacity.
- (ii) Systems, processes and work practices that ensure efficient scheduling and a credible, consistent and timely response to variance in demand.
- (iii) A workplace culture between employees and their managers that reflects an understanding and actively advocates a balance between safe quality care, a safe quality work environment and organisational efficiency.
- (iv) Recognition that everyone can be a leader by using the authority (expertise) vested in their role to participate and constructively engage with others.
- (v) The development of a learning culture that emphasizes employees at all levels being given the opportunity to extend their knowledge and skills, as identified in their performance development plans where they are in place.
- (vi) Appreciation that good patient outcomes rely on the whole team and that teams need opportunities to work and plan together.
- (vii) Having the right tools, technology, environment and work design to support health and safety and to ensure effective health care delivery. This includes the opportunity to be involved in the decisions about what is needed and when

## 31. Whanau/Family Friendly Policies

Employers and employees recognise the value of whanau/family and will endeavour to promote whanau/family friendly policies.

## **32. Health and Safety**

- 32.1 The employer shall comply with the provisions of the Health and Safety at Work Act 2015 and subsequent amendments concerning safety, health and welfare matters. The parties to this agreement agree that employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of employees shall be taken.
- 32.2 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.
- 32.3 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 the employer.
- 32.4 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 observed at all times.
- 32.5 Attention is also drawn to the employer's policies and procedures on health and safety.
- 32.6 Where there is an Employee Participation Agreement in place, the employer recognises that to fulfil their function health and safety representatives require adequate training, paid time and facilities.

## **33. Accidents and Injuries**

- 33.1 Where an employee is incapacitated as a result of an accident, and that employee is on earnings related compensation, and has an entitlement to sick leave, the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation. This leave shall be taken as a charge against the employee's sick leave entitlement.

### **33.2 MEDICAL INCAPACITY**

In the event that the employee is incapacitated and unable to work due to long-term illness or an injury, the employee's employment may be reviewed for reasons of incapacity.

Before taking any action under this clause, the employer shall require, at the employer's expense, the employee to undergo a medical examination by a medical practitioner specialising in occupational health nominated by the employer. The employer shall take into account any reports or recommendations made available to them (and employee or nominated representative) as a result of the examination, or any other relevant medical reports or recommendations which the employer might receive from the employee or on the employee's behalf.

### **33.3 MEDICAL EXAMINATION OR ASSESSMENT OF EMPLOYEES**

The Employee agrees that the Employer may require the Employee to undergo a

medical examination or assessment by a registered medical practitioner nominated by the Employer:

- (a) If the Employee has been absent from work due to a condition, illness, or injury; for longer than 12 weeks or
- (b) If the Employer considers, and in consultation with the Employee that the employees physical and/or mental health may be affecting the their (his/her) ability to perform the duties under this Agreement safely and effectively.

The Employer shall meet the costs of the requested medical examination or assessment.

It is hereby acknowledged and understood that this Agreement provides sufficient authority under the Privacy Act 1993 for the communication to the Employer and Employee and/or their representative by the examining medical practitioner of his opinions, findings and conclusions resulting from the Employee's examination.

#### **34. Uniforms and Protective Clothing**

- 34.1 Where an employer requires an employee to wear a uniform, it shall be provided free of charge, but shall remain the property of the employer. This sub clause does not apply in the event that the employee wears their own clothing within broad requirements such as wearing of certain colours.
- 34.2 Suitable protective clothing shall be provided at the employer's expense where the job/work involves a risk of excessive soiling or damage to uniforms or personal clothing or a risk of injury to the employee.
- 34.3 An employee shall be reasonably compensated for damage to personal clothing worn at work, or reimbursed dry cleaning charges for excessive soiling to personal clothing worn at work, provided the damage or soiling did not occur as a result of the employee's negligence, or failure to wear the protective clothing provided. Each case shall be determined on its merits by the employer.

#### **35. Remuneration**

- 35.1 Employees will be paid fortnightly in arrears by direct credit. Where errors, other than overpayment, have occurred as a result of employer action or inaction, the employer will use their best endeavours to execute a corrective payment within three working days of the error being brought to the employer's attention.
- 35.2 The employees shall complete timesheets as required by the employer. Wherever practicable any disputed items shall not be changed without first referring it to the affected employee.
- 35.3 The employer shall endeavour to direct credit payment of remuneration into the employee's nominated New Zealand bank account one clear banking day prior to a public holiday.

- 35.4 Where an employee has taken leave in advance of it becoming due, and the employee leaves before the entitlement has accrued, the employer will deduct the amount owing in excess of entitlement from the employee's final pay.
- 35.5 Deductions may be made from remuneration for any absence due to the default of the employee or for sickness in excess of paid sick leave entitlement or compensable accident. Any monies owed by the employee to the employer upon termination will be deducted from the employee's final pay.
- 35.6 Overpayment recovery procedures: attention is drawn to the Wages Protection Act 1983. The provision of this Act or any amendment or Act passed in substitution for this Act shall apply.

## **36. Termination of Employment**

### 36.1 Notice Period

Either party may terminate the employment agreement with four weeks written notice following correct procedure, unless otherwise agreed between the employer and employee. Agreement for a shorter notice period will not be unreasonably withheld. When the agreed notice is not given, the unexpired notice shall be paid or forfeited by the party failing to give the agreed notice.

This shall not prevent the employer from summarily dismissing any employee without notice for serious misconduct.

### 36.2 Disciplinary Procedure

The employer will act in accordance with the principles of natural justice when dealing with any instance of alleged misconduct or poor performance on the employee's part.

The procedure is attached as Appendix 2.

### 36.3 Suspension

The employer retains the right to suspend the employee from their job on full pay in the event of a necessary investigation into allegations of misconduct or poor performance by the employee.

### 36.4 Abandonment of Employment

An employee absent from work for three consecutive working days without notification to the employer or without appropriate authorisation from the employer will be considered by the employer as having terminated their employment without notice, unless the employee is able to show they were unable to fulfil their obligations under this section through no fault of their own. The employer will make all reasonable efforts to contact the employee during the three days period of absence.

## **37. Harassment Prevention**

- 37.1 The parties recognise that harassment in the workplace is totally unacceptable. It is the responsibility of the employee to familiarise themselves with the Organisation's Harassment, Bullying and Discrimination Prevention Policy and the responsibility of the employer to communicate the extent of this policy and make it accessible to all employees.
- 37.2 Harassment can take many forms, including sexual harassment, bullying, racial harassment, violence and other forms of intimidating behaviour.
- 37.3 Harassment complaints will be taken seriously and the employer undertakes to address these with sensitivity and impartiality.

## **38. Resolution of Employment Relations Problems**

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 but does not include any problem with negotiating new terms and conditions of employment.

Where an Employment Relationship Problem arises the parties will in the first instance seek to resolve it between the immediately affected parties. Further to this:

- (i) The employee is entitled to seek representation at any stage during the process. Help with an employment relations problem is available from within the work place (employee manager) or outside the workplace (Ministry of Business, Innovation and Employment 0800 20 90 20), or a union, an advocate or a lawyer.
- (ii) If the matter is unresolved either party is entitled to seek mediation from the Ministry of Business, Innovation and Employment 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.)

A "personal grievance" means a claim that an employee:

- (i) has been unjustifiably dismissed; or
- (ii) has had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by the employer; or
- (iii) has been discriminated against his/her employment; or
- (iv) has been sexually harassed in his/her employment; or
- (v) has been racially harassed in his/her employment; or
- (vi) has been subjected to duress in relation to union membership.

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.

Where any matter comes before the Authority for determination, the Authority must direct the matter to mediation in the first instance. Where mediation has failed or been deemed inappropriate in the circumstances, the Authority will then have the power to investigate the matter.

If the employment relationship problem relates to discrimination or sexual harassment, services available for the resolution of the problem include either application to the Authority for the resolution of this grievance or a complaint under the Human Rights Act 1993, but not both.

### **39. Deduction of Union Fees**

39.1 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.

### **40. No Pass On Provision**

40.1 The employer parties to this collective agreement agree not to pass on automatically to non-NZNO member's 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.

### **41. Vulnerable Children's Act 2014**

Where employers are required under the Vulnerable Children's Act 2014 to safety check employees who will have contact with children, the parties agree that all employees covered by this agreement may be required to undergo such checks as prescribed by Regulations. This may include both vetting and screening processes. An employee who refuses to participate in the required safety checks or who does not pass such required screening may have their employment terminated.

### **42 Family Violence and Flexible Working Arrangements**

THINK Hauora acknowledges that employees may be affected by domestic violence. THINK Hauora will continue to support these employees, respecting their dignity and privacy in order to assist them to deal with the effects of domestic violence.

The employee will be entitled to domestic violence leave in accordance with the Holidays Act 2003, subject to the employee's eligibility under this Act.

The employee will be also entitled to request flexible work arrangements for a period of up to two months in accordance with the Employment Relation Act 2000, subject to the employee's eligibility under this Act.

Signed this 8<sup>th</sup> day of October 2021.

***Authorised Representative of the Union Party:***



.....  
Manny Down, NZNO

***Authorised Employer Representative:***



.....  
Michael Ram, THINK Hauora