Tōpūtanga Tapuhi Kaitiaki o Aotearoa
NEW ZEALAND NURSES ORGANISATION

THE FONO TRUST

and

Tōpūtanga Tapuhi Kaitiaki o Aotearoa New Zealand Nurses Organisation:THE NEW ZEALAND NURSES ORGANISATION INCORPORATED

COLLECTIVE EMPLOYMENT AGREEMENT

1 July 2026 – 30 June 2027

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THE FONO TRUST

and

Tōpūtanga Tapuhi Kaitiaki o Aotearoa: The New Zealand Nurses Organisation Incorporated

COLLECTIVE EMPLOYMENT AGREEMENT 1 July 2026 – 30 June 2027

PART 1: NEGOTIATION AND APPLICATION OF AGREEMENT

1. Parties

The parties to this agreement are The Fono Trust ("the Employer'' or "the Employers") and Tōpūtanga Tapuhi Kaitiaki o Aotearoa New Zealand Nurses Organisation as the union party ("the Union").

2. Objectives of parties

The Parties to this agreement:

(a) Are committed to promoting, protecting and otherwise caring for the health of people.
(b) Recognise that measures of quality of service and value for money are integral to the provision of health services.
(c) Seek innovation and continuous improvement in all aspects of provision of health services.
(d) Believe that employees and their employers should share the responsibility for achieving their mutual goals.
(e) Know that a competent and well-motivated workforce is vital for achievement of the mutual goals.
(f) Value the importance of providing opportunities for the continuing development, training and advancement of staff.
(g) Value effective communication and consultation between employers, employees and their Unions.
(h) Acknowledge that we are committed to developing a trained, experienced and competent Pacific workforce.

The purpose of this agreement is to:

(i) Document the agreed terms and conditions of employment for employees of The Fono Trust who are covered by the Agreement.

(j) Provide a framework and mechanism for a fair, constructive and harmonious relationship between the employees their Union and the employer.
(k) Help facilitate the achievement of mutual goals and successful responses to change.
(l) Comply with the Employer's good employer obligation to provide fair and proper treatment of employees in all aspects of their employment.

This collective agreement represents a partnership between the management and staff of the Employer for the purpose of delivering quality health services to the community. We aim to ensure that:

(m) Quality standards are maintained.
(n) Quality development programmes are implemented.
(o) Quality jobs exist that are well paid and provide opportunities for career development.

The parties are committed to respecting the position and role of each other. Partnership in this context is a relationship based on the following principles:

(p) Application of the Collective Agreement will be consistent with ensuring respect for each party.
(q) Behaviour of staff/delegates/managers will reflect the mutual requirement to provide support for a quality working environment.
(r) Conflicts arising in the application of this Agreement will be addressed using constructive problem solving approaches. The parties will recognise the existence of different and conflicting interests.
(s) Parties may identify different objectives and needs at times and these will be openly discussed in appropriate forums.
(t) Parties recognise a flexible approach to the changing health environment is required.

3. Terms of Agreement

This agreement shall commence on 1st July 2026 and expire on 30th June 2027 (Provided that any backdated wage or allowance adjustments arising from this agreement will apply only to those who were employees of the employer and were also union members as at ratification).

4. Variations

Any of the provisions of this Agreement may be varied by written agreement between the Employer and the Union party after due ratification.

5. Savings Clause

No employee shall have their wages, or conditions that were contractually enforceable at the date of implementation, reduced by the coming into force of this Agreement, unless otherwise provided in the terms of settlement.

6. Coverage

This Agreement shall apply to all employees of the Employer who are members of the Union party, with the exception of the Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Chief Development Officer, Executive Assistant, Manager Finance, Manager Assets, Manager Marketing and Communications, Manager Quality Assurance, Manager Public Health, Manager Social Services, Manager Operations Clinical Services, Manager Human Resources, Manager Mental Health and Medical Staff.

The parties will review the coverage clause if new positions are created, such as in management restructuring.

7. New Employees

(a) The parties agree that any new employee whose work is covered by the coverage clause of this agreement (clause 6) shall be employed pursuant to this agreement for the first 30 days of their employment and thereafter coverage shall be dependent upon the employee joining the union.
(b) The new employee shall from the date of becoming a union member, be entitled to all the benefits, and be bound by all of the obligations under this agreement. Further to this, the provisions of Section 62 of the Employment Relations Act 2000 shall apply.
(c) The employer, as a part of the appointment process, shall provide new employees with the Union membership forms and recruitment materials where such membership forms and recruitment materials are supplied to the employer by the union.
(d) It is an employee's obligation to notify the Employer when he or she joins or leaves a Union.

8. Place of Work

It is recognized that nurses work primarily at one of The Fono's clinics. From time to time, the Employer may request that nurses work at another site to provide relief cover. If nurses are requested to travel to work at another Fono site, they will be reimbursed for travel expenses that are additional to those associated with travel to their usual place of work. Travel costs will be reimbursed in accordance with the current IRD mileage rates and, if needed, a parking space will either be provided or the associated costs paid for

PART 2: CATEGORIES OF EMPLOYMENT

8. Categories of Employment

8.1 Permanent Employee

An employee who has an ongoing tenure of employment.

8.2 Temporary Employee

An employee who is engaged for a fixed term period of employment agreed prior to commencement. Temporary employees shall be only used to cover specific situations of a temporary nature such as extended leave or where a role exists for a period of finite duration.

8.3 Casual Employee

An employee who has no set hours or days of work and is engaged to work as and when required.

8.4 Part-time employee

An employee who is engaged on a regular basis and works less than 40 hours per week.

8.5 Full-time Employee

An employee who is engaged to work not less than 40 hours per week.

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9. Payment of wages/salaries

9.1 Pay Period

The pay fortnight is Monday to Sunday.

9.2 Payment Process

Wages are paid by direct credit to employees' nominated bank accounts on the first Tuesday following the pay fortnight.

10. Termination of Employment – Notice

Unless otherwise agreed at the commencement of the engagement, 4 weeks' notice of termination of employment shall be given.

11. Certificate of Service

All employees shall be provided with a Certificate of Service upon termination which details the duration of services and position/s held.

12. Management of Change

12.1 Consultation

Regular consultation between the employer, employees and their union is desirable on matters of mutual concern and interest. The aim of consultation is to contribute to:

(a) Improved decision making.
(b) Maintaining co-operation between the parties
(c) Contribute to a more harmonious, effective, efficient, safe and productive workplace.

12.2 Elected Delegates

The employer accepts that elected delegates are the recognised channel of communication between the Union and the employer in the Workplace.

Delegate means an employee who is nominated by the employee organisation and who is elected to act on the Organisation's behalf. The name of such Delegates shall be advised to the employer.

Paid time off shall be allowed for recognised delegates to attend meetings with Management and to consult with employees covered by this Agreement, other recognised workplace Delegates and Union officials. The purpose will be to consult and discuss the issues addressed in this Clause, other Clauses of this Agreement and employee participation, staff surplus, effectiveness studies and options for resolving staff surplus.

The amount of time off and facilities provided shall be sufficient to allow full consideration of these issues addressed by this Clause.

12.3 Mechanisms

Mechanisms established for the purpose of "Management of Change" will allow input and recommendations to be made to the employer, who will consider these recommendations.

12.4 Employees and Union to be Advised

The employer agrees that the employees and their Employee Union representative will be advised of any review which may result in significant changes to the structure, staffing, or work practices affecting employees and allow for the opportunity for employees and their representatives to be involved in the review so as to allow substantive input.

When the implementation of decisions arising from any such reviews will result in staff surpluses the procedures under staff surplus shall be adopted.

12.5 Staff Surplus

When as a result of the restructuring of the whole, or any parts, of the employee's operations; either due to the reorganisation, review of work method, change in part (or like cause), the employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in clause 12.5 below shall be invoked and agreed on a case by case basis.

The Employer shall take all practicable steps to maintain the services of affected employees throughout any staff surplus situation.

Notification of a staffing surplus shall be advised to the affected employees and their Union/Representative at least one month prior to the date of giving notice of the position required to be discharged to the affected employee. This date may be varied by agreement between the parties. During this period, the employer and employee, who can elect to involve their representative, will meet to agree on the option most appropriate to the circumstances. Where employees are to be relocated, at least three months' notice shall be given to employees, provided that in any situation, a lesser period of notice may be mutually agreed between the employee and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).

The following information shall be made available to the Union representative in respect of affected employees they represent:

(a) The location/s of proposed surplus.
(b) The total number of proposed surplus employees.
(c) The date by which the surplus needs to be discharged.
(d) The position, grading, and names of the affected employees.
(e) Availability of alternative positions in the Organisation.

On request the Union representative will be supplied with relevant additional information where available.

12.6 Options

The following are the options to be applied in staff surplus situations:

(a) Reconfirmed in position
(b) Attrition
(c) Redeployment
(d) Leave without pay
(e) Retraining
(f) Severance

Reconfirmation will preclude employees from access to other options.

The aim will be to minimise the use of Severance. Any offers of further employment will be on the basis of the most appropriate and convenient job being offered in the first instance.

13. Redundancy

13.1 Process

In the event of staff surplus or disestablishment of positions, the employer shall follow the process provided in clause 12.4.

13.2 Notice

Employees shall be given as much notice of redundancy as practicable, but this shall be not less than 4 weeks' notice.

13.3 Payment

Except in a case of technical redundancy, an employee whose employment is terminated for redundancy shall receive on termination 4 weeks' pay for the first year of continuous service and two weeks' pay for each additional year of continuous service.

13.4 Technical Redundancy

Where an employee's employment is being terminated by the employer by reason of the sale or transfer of the whole or part of the employer's business, nothing in this Agreement shall require the employer to pay compensation for redundancy to the employee if the person acquiring the business or the part being sold or transferred.

(a) Has offered the employee employment in the business or the part being sold or transferred; and
(b) Has agreed to treat service with the Employer as if it were service with that person and as if it were continuous; and
(c) The conditions of employment offered to the employee by the person acquiring the business or part of the business being sold or transferred are the same as, or no less favourable than, the employee's conditions of employment, including:

(i) any service related conditions, and

(ii) any conditions relating to redundancy, and

(iii) any conditions relating to superannuation under the employment being terminated, and

(d) The offer of employment by the person acquiring the business or the part of the business being sold or transferred is an offer to employ the employee in that business or part of the business either:

(i) In the same capacity as that in which the employee was employed by the Employer, or in any capacity that the employee is willing to accept.

14. Code of Conduct

A disciplinary procedure is provided in the Organisation's Policies and Procedures Document which is available to all staff. The procedure includes examples of unacceptable conduct which may leave the employee liable to disciplinary action or dismissal.

15. Policies and Procedures

15.1 Compliance

Employees shall comply with the policies, procedures and Code of Conduct of the Employer.

15.2 Amendment

Such policies shall be in writing and staff shall receive written notification of any agreed amendment to these policies.

15.3 Conflict

Where there is any conflict between these policies and procedures and the provisions of the collective agreement, then the collective agreement shall have precedence.

16. Indemnity in Case of Legal Liability

The Employer undertakes to indemnify employees against actions taken against them by statutory and professional bodies and/or persons suffering damage as a result of acts or omissions of employees while acting in the course of and within the scope of their employment, except for infringement offences and in proceedings alleging criminal misconduct, gross negligence or professional misconduct.

PART 3: HOURS OF WORK

17. Hours of Work

17.1 Rosters shall be developed in consultation with employees and shall provide full-time employees with 40 ordinary hours per week on up to 5 consecutive days, between 8 am and 10 pm Monday to Saturday.

17.2 Compliance

Rosters shall be developed in consultation with employees that:

(a) Comply with acceptable Health and Safety practice.
(b) Meet the needs of clients and the Service.
(c) Have regard for the individual preference of employees.

17.3 Consecutive Shifts

Employees should not be rostered on for more than 5 consecutive shifts without their agreement and in accordance with health and safety requirements.

17.4 Shift Allowance

Any rostered employee who works on a Saturday or Sunday morning shall be paid an additional shift allowance on each occasion, as provided in clause 33.

18. Overtime

18.1 Any authorised time worked in excess of the hours of work per week in clauses 8.4 and 8.5 (whichever applies to the employee) shall be paid as overtime at the ordinary hourly rate. Alternatively, the employee may choose to accumulate overtime as Time off in Lieu as detailed in 18.3.

18.2 Salaried supervisors and managers are expected to work reasonable additional hours within the salary if these are necessary to fulfil the requirements of the position.

18.3 Where an employee elects to accumulate overtime as Time off in Lieu, a register of such hours will be maintained by the employer at a central location accessible by employees when required. TOIL may be taken at mutually agreed times at a rate of one hour off per hour of accumulated time.

19. Refreshment Breaks

Employees are entitled to 2 paid 15-minute breaks during each working day or shift and after every 3 hour period of work.

20. Meal Breaks

20.1 Employees are entitled to an unpaid half-hour meal break during the middle of each work day or rostered duty and after every 5 hour period of work.

20.2 Inability to take Meal Breaks

When a rostered employee is unable to take a relieved meal break, the meal period shall be paid.

PART 4: LEAVE

21. Annual Leave

21.1 The entitlement to annual holidays shall be four weeks per year, pro rata for part time employees.

21.2 Calculation

Pay rate whilst on annual leave is calculated at the higher of ordinary weekly pay or your average weekly earnings.

21.3 Timing

The timing of when holiday leave is taken shall be by mutual agreement.

21.4 Accumulation

Holidays must be taken within 1 year after the entitlement accrues, unless the employer agrees in writing to an accumulation, which must not exceed 2 years' entitlement.

22. Long Service Leave

22.1 5 Years' Service

On completion of 5 years' service an employee is entitled to a one-off special holiday of 2 weeks calculated on the same basis as annual leave and to be taken before the completion of 10 years' current continuous service.

22.2 10 Years' Service

On completion of 10 years' service an employee is entitled to a one-off special holiday of 4 weeks calculated on the same basis as annual leave and to be taken before the completion of 15 years' current continuous service.

22.3 15 Years' Service

On completion of 15 years' service an employee is entitled to a one-off special holiday of 4 weeks calculated on the same basis as annual leave and to be taken before the completion of 20 years' current continuous service.

22.4 The long service leave provided under Clause 22.1, 22.2 and 22.3 may, at the request of the employee, be paid in lieu of taking the special holiday.

23. Public Holidays

23.1 Definition

The following are recognised as public holidays: Christmas Day, Boxing Day, New Year's Day, 2 January, Auckland Anniversary Day, Waitangi Day, Good Friday, Easter Monday, Anzac Day, Matariki, Sovereign's Birthday, and Labour Day.

23.2 Alternative Holidays

Employees required to work on any part of any Public Holiday that would otherwise be a working day are entitled to a paid day's alternative holiday at a time mutually agreeable to the employee and employer and paid at the employee's relevant daily pay for the day taken off**.**

23.3 Alternative holidays shall be taken in accordance with the provisions of the Holidays Act 2003 and amendments thereto.

24. Sick Leave

24.1 Entitlement

After completing 3 months service, an employee is entitled to 10 days paid sick leave per year.

24.2 Accumulation

Unused sick leave may be accumulated for use in subsequent years up to a maximum of 50 days.

24.3 Medical Certificate

The employer may request a medical certificate to support claims for sick leave for single absences in excess of 3 days. Where there has been a pattern of absence the employer may require a medical certificate for shorter periods of sick leave.

24.4 Notice

Employees are required to notify their manager as soon as practical when taking sick leave. Rostered employees must inform their supervisor two hours prior to commencement of their shift, unless the onset of illness or injury is so sudden as to make compliance impracticable.

24.5 Accident Compensation

Unused sick leave may be utilised to make up ordinary wages for periods of leave due to injury not paid by Accident Compensation.

24.6 Domestic Leave

Unused sick leave may be utilised by the employee to attend a member of the household or relative who, through illness or injury, becomes dependent on the employee. The employer may request evidence of incapacity where the absence is in excess of 3 days.

24.7 When Sick Leave Entitlement has been fully used

Employees who have used their sick leave entitlement can request an additional 5 days (pro-rata for part timers) discretionary leave per year. In assessing the request, the Employer will take account of the employee's length of service, attendance record, consequences of not providing the leave and any unusual and/or extenuating circumstances.

25. Bereavement Leave

25.1 Pacific Sensitivity

We acknowledge the obligations and duties associated with Pacific cultural practices and intend to consider these in all applications. We will act with sensitivity and integrity.

25.2 Entitlement

Bereavement leave of up to 3 days shall be paid where the bereaved employee has had a family or close relationship or association with the deceased.

25.3 Consideration

Cultural requirements including obligations to extended family shall be given due recognition in determining the duration of bereavement leave.

25.4 Additional Application

Employees may make individual application for additional paid leave which shall be negotiated with the relevant manager.

26. Parental Leave

Parental Leave shall be granted in accordance with the Parental Leave and Employment Protection Act 1987. The procedures for taking Parental Leave are provided in the Organisation's Leave Policies.

27. Family Violence Leave

27.1 After 6 months of continuous employment an employee becomes entitled to up to 10 days paid family violence leave for the following 12 months, and for every 12 months thereafter, as provided for in the Holidays Act. This leave does not carry over to the next year and is not paid out on termination of employment.

27.2 Under Part 6AB of the Employment Relations Act an employee affected by family violence may request a short-term (up to 2 months) change to their working arrangements (including any additional terms that need variation).

27.3 The procedure for taking family violence leave and for requesting short-term (up to 2 months) flexible working arrangements is as set out in the Trust's leave and family violence policies.

28. Jury Service

28.1 Entitlement

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Where an employee is required to undertake Jury Service, leave on ordinary pay shall be granted, less any fees other than reimbursements paid by the Court.

28.2 Expenses

The employee shall supply the Employer with the relevant Court expenses documentation and return to work when not required by the Court, provided this is reasonably practical.

29. Discretionary Leave

Additional leave with or without pay may be granted upon application at the discretion of the relevant manager.

30. Education Leave and Professional Development

30.1 Annual Appraisal

All employees are encouraged to make use of the available education opportunities that are relevant to their role. This shall be addressed as part of annual appraisals.

30.2 Entitlement

When leave for study, education and training or conferences is granted it shall be paid for. Alternatively, nurses will be able to take this time as time in lieu.

30.3 Expenses

Course costs and reasonable expenses will also be paid by the employer.

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PART 5: REMUNERATION

32. Wages and Salaries

Following the conclusion of collective agreement negotiations on ~~27 August 2025~~ ,20 August 2026 the parties acknowledge and agree that all printed and paid rates, including allowances, as previously set out in the collective employment agreement effective from 1 July ~~2024~~2025 to 30 June ~~2025~~,2026 shall be subject to an increase under the terms of this new agreement.

The agreed adjustments will be regarded as a collective annualised adjustment over the term of this agreement (1 July ~~2025~~ 2026 to 30 June ~~2026~~2027) and will be applied in the specified periods as follows:

- ~~For the period 1 July 2025 to 30 December 2025, all applicable rates and allowances shall increase by 3.00%.~~
- ~~For the period 1 January 2026 to 30 June 2026, a further increase of 1.25% shall apply~~.
- For the period 1 July 2026 to 30 June 2027, all applicable rates and allowances shall increase by 4.00%

These changes underscore the mutual commitment of both parties to uphold fair and equitable remuneration practices.

Health Care Assistants

Health Care Assistant is a non-health professional who works collaboratively with the general practice team to meet the needs of the enrolled population, follow policy and procedures, and work under direction and delegation of a registered nurse professional. To carry out the role safely, the health care assistant must be appropriately trained, supervised and assessed as competent for the role. The health care assistant must have the knowledge, skills and understanding to carry out the duties in a caring and compassionate way.

Progression: By annual increment at anniversary date, steps 1 – 5 inclusive. Thereafter progression is annual at anniversary date, subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised.

Health Care Assistants				
Step	**1/01/2026 - 30/06/2026**		01/07/2026 – 30/06/2027	
	annual base pay rate	**annual base pay rate**	annual base pay rate	hourly base pay rate
Step 1	$56,419.17	$27.12	$58,675.93	$28.20
Step 2	$59,951.22	$28.83	$62,349.26	$29.98
Step 3	$63,959.52	$30.75	$66,517.90	$31.98
Step 4	$65,113.63	$31.31	$67,718.17	$32.56
Step 5	$67,066.56	$32.25	$69,749.22	$33.54

Enrolled Obstetric Karitane Nurses and Nurse Assistants

Enrolled nurse means a person registered by the Nursing Council of New Zealand as an enrolled nurse under the Health Practitioners Competence Act 2003.

Karitane Nurse means a person who has undergone the course of training and passed the examinations for Karitane nurses conducted by the Royal New Zealand Plunket Society.

Progression: By annual increment at anniversary date steps 1 – 5 inclusive. Thereafter progression is annual at anniversary date, subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised.

Enrolled, Obstetric, Karitane Nurses and Nurse Assistants				
Step	**1/01/2026 - 30/06/2026**		01/07/2026 – 30/06/2027	
	annual base pay rate	**hourly base pay rate**	**annual base pay rate**	**hourly base pay rate**
Step 1	$66,637.18	$32.04	$69,302.67	$33.32
Step 2	$69,725.68	$33.51	$72,514.71	$34.85
Step 3	$75,185.61	$36.15	$78,193.03	$37.59
Step 4	$77,703.06	$37.35	$80,811.18	$38.84
Step 5	$80,219.40	$38.57	$83,428.17	$40.11

Registered and Community Nurses

Registered Nurse means a person registered by the Nursing Council of New Zealand as a Registered Nurse under the Health Practitioners Competence Assurance Act 2003.

Community Nurse means a nurse working in the community, and includes community mental health nurses, district nurses, public health nurses and other nurses designated by a Te Whatu Ora district DHB as a community nurse.

Progression: By annual increment at anniversary date steps 1 to 7 inclusive. Thereafter progression is annual at anniversary date, subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised.

Registered and Community Nurses				
Step	**1/01/2026 - 30/06/2026**		**1/07/2026 - 30/06/2027**	
	annual base pay rate	**hourly base pay rate**	**annual base pay rate**	**hourly base pay rate**
Step 1 (New Graduate)	$72,548.28	$34.88	$75,450.21	$36.27
Step 2	$78,532.39	$37.76	$81,673.68	$39.27
Step 3	$83,428.89	$40.11	$86,766.04	$41.71
Step 4	$88,146.64	$42.38	$91,672.50	$44.07
Step 5	$97,938.54	$47.08	$101,856.08	$48.96
Step 6	$100,875.56	$48.50	$104,910.58	$50.44
Step 7	$103,901.95	$49.96	$108,058.02	$51.95

Nurse Prescriber

Where a Registered Nurse is qualified and is appointed to work as a Prescriber, they will be paid an allowance of $2.50 per hour.

The allowance will be added to the base rate and be payable on all hours and will attract penal rates

Nurse Practitioner

Nurse Practitioner means a person registered by the Nursing Council of New Zealand as a Nurse Practitioner under the Health Practitioners Competence Assurance Act 2003.

Progression: By annual increment at anniversary date steps 1 to 4 inclusive. Thereafter progression is annual at anniversary date, subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised.

Nurse Practitioner				
Step	**1/01/2026 - 30/06/2026**		**1/07/2026- 30/06/2027**	
	annual base pay rate	**hourly base pay rate**	**annual base pay rate**	**hourly base pay rate**
Step 1	$130,807.04	$62.89	$136,039.32	$65.40
Step 2	$137,891.85	$66.30	$143,407.52	$68.95
Step 3	$144,978.85	$69.71	$150,778.00	$72.49

Step 4	$156,624.51	$75.30	$162,889.49	$78.31

33. Shift Allowance

The employer will endeavor to schedule Saturday and Sunday work within the 40 hours.

Rostered employees working on Saturday or Sunday shall be paid an additional ~~$59.93~~$100 on each occasion where work is up to 4 hours, unless over 4 hours and up to 8 hours is worked when the payment shall be ~~$119.85~~ $150.00on each occasion.

34. Recognition of Previous Experience

New employees will be placed on a pay step on the appropriate pay scale that recognises their previous relevant experience.

35. Anniversary Date for Salary Reviews

Anniversary dates for salary purposes shall be the employee's commencement date.

36. Annual Practicing Certificate

Where an employee is engaged in duties for which the holding of a certificate is required by law in order to practice that profession with the employer, the cost of the certificate shall be refunded to the employee.

PART 6: HEALTH AND SAFETY

37. Health and Safety in Employment Act

Staff and management shall comply with the provisions of the Health and Safety in Employment Act and the Employer's Occupational Health and Safety Policy. The employer is committed to providing safe staffing and a healthy workplace for employees. Should an unsafe staffing situation be identified and agreed by the employer, then the employer and the Union will develop agreed processes to support employees and to guide managers.

38. Uniforms

The employer will provide uniforms, which must be worn, to all staff.

39. Harassment

All forms of workplace harassment including sexual harassment shall not be tolerated and shall be treated as serious misconduct. All staff are to comply with the Organisation's Harassment Prevention Policy.

PART 7: REPRESENTATION AND RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

40. Right of Entry

The authorised representative of the Union/s shall be entitled to enter the Employer's premises for the purposes of meeting with employees or enforcing this Agreement but not so as to unreasonably interfere with the services of the Employer.

41. Union Meetings

The employer will allow every union member employed at The Fono leave to attend two union meetings per calendar year each of a maximum of two hours duration. Such meetings shall be paid at the normal rate of pay for the employee.

The union agrees to provide 14 days' notice of such meetings.

The union agrees to make such arrangements with the employer to ensure that the employer's usual business is maintained during union meetings, including, where appropriate, an arrangement for sufficient union members to remain available during the course of the meeting.

Work will resume as soon as practicable after the meetings, but the employer is not obliged to pay the employees for a period greater than two hours in respect of any single meeting.

The union will, on request, supply to the employer a list of union members who attended the meeting and advise the employer of the duration of the meeting.

42. Delegates

The Employer shall give recognition to elected workplace delegates upon formal notification by the Union. Delegates shall be allowed paid time to deal with employee issues in the workplace and attend Union training courses.

43. Union Membership Fee Deductions

The employer shall deduct authorised membership subscriptions from salaries and remit to the Union at regular intervals.

44. Employment Relations Education Leave

Eligible employees, as nominated by the unions, are entitled to EREL each year to attend approved courses. Leave not used within the year is lost. The amount of leave entitlement is calculated below.

Eligible Employees	Maximum number of days **EREL**
1-5	3
6-50	5
51-280	1 day for every 8 full time equivalent eligible employees
281+	35 days plus 5 days for every 100 full time equivalent employees or part of that number that exceeds 280

45. Resolution of Employment Relationship Problems

This clause sets out how employment relationship problems are to be resolved.

45.1 Definitions

An "*employment relationship problem"* includes:

(a) A personal grievance
(b) A dispute
(c) 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.

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

(d) Has been unjustifiably dismissed; or
(e) Has had his/her employment, or his/her conditions of employment, affected for his/her disadvantage by some unjustifiable action by the employer; or
(f) Has been discriminated against in his/her employment; or
(g) Has been sexually harassed in his/her employment; or
(h) Has been racially harassed in his/her employment; or (i) Has been subjected to duress in relation to union membership.

NOTE: The terms used in this clause have precise legal meanings, which are in the Employment Relations Act. Employees who believe they have a personal grievance should seek the advice of their delegate or Union.

A "*Dispute"* is a disagreement over the interpretation or application of an employment agreement.

Time limit on raising personal grievance:

An employee who believes he/she has a personal grievance must make the employer aware of the grievance within 90 days of the grievance arising (or of the employee becoming aware that he/she has a grievance).

45.2 Raising Employment Relationship Problems:

An employment relationship problem should be raised and discussed with the employee's manager as soon as possible.

The employee is entitled to seek advice and assistance from a union representative in raising and discussing the problem.

The employee, employer and union will try in good faith to resolve the problem without the need for further intervention.

45.3 Mediation

If the problem is not resolved by discussion, any party may (without undue delay) seek the assistance of the mediation services provided by the Ministry of Business Innovation and Employment.

All parties must co-operate in good faith with the mediator in a further effort to resolve the problem.

Mediation is confidential and, if it does not resolve the problem, is without prejudice to the parties' positions.

Any settlement of the problem signed by the mediator will be final and binding.

45.4 Employment Relations Authority

If the problem is not resolved by mediation, it may be referred to the Employment Relations Authority for investigation and determination.

NOTE: The powers of the Employment Relations Authority, and the remedies it may award, are set out in detail in the Employment Relations Act.

46. Working Party

The parties to this Agreement have agreed to meet during the currency of the Agreement to identify opportunities to achieve overhead cost savings. The working party shall comprise 2 of the Union Delegates and management nominees.

47. Professional Development Recognition Programme (PDRP)

During the term of this agreement the employer agrees to include the Union delegate representatives in any formal discussions around the development of a Fono specific professional development recognition programme framework. It is expected that this work will be ongoing.

SIGNATURES



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Fiugalu Tevita Funaki MNZM
The Fono Trust
Date: 21 October 2026



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Judy Rongo-Greaves, NZNO Organiser
Date: 16 October 2026