"Korowaitia te Puna Waiora,
hei Oranga Motuhake mō te iwi"

Collective Employment Agreement

Te Oranganui Trust
&
New Zealand Nurses Organisation

1 July 2026 – 30 June 2028

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TE TIRITI O WAITANGI

The parties to this agreement must recognise Te Tiriti o Waitangi and its principles of Partnership, Protection and Participation for all NZNO members. Te Tiriti o Waitangi underpins our workplace values and ensures that service delivery occurs in a culturally safe manner, (Kawa Whakaruruhau).

Ko WIKITORIA, te Kuini o Ingarani, i tana mahara atawai ki nga Rangatira me Nga Hapu o Nu Tirani, i tana hiahia hoki kia tohungia ki a ratou o ratou rangatiratanga, me to ratou wenua, a kia mau tonu hoki te Rongo ki a ratou me te ata noho hoki, kua wakaaro ia he mea tika kia tukua mai tetahi Rangatira hei kai wakarite ki nga tangata maori o Nu Tirani. Kia wakaaetia e nga Rangatira maori te Kawanatanga o te Kuini, ki nga wahi katoa o te wenua nei me nga Motu.Na te mea hoki he tokomaha ke nga tangata o tona iwi kua noho ki tenei wenua, a e haere mai nei.

Na, ko te Kuini e hiahia ana kia wakaritea te Kawanatanga, kia kaua ai nga kino e puta mai ki te tangata Maori ki te pakeha e noho ture kore ana.

Na kua pai te Kuini kia tukua a hau, a Wiremu Hopihona, he Kapitana i te Roiara Nawa, hei Kawana mo nga wahi katoa o Nu Tirani, e tukua aianei, amua atu ki te Kuini, e mea atu ana ia ki nga Rangatira o te Wakaminenga o nga Hapu o Nu Tirani me era Rangatira atu, enei ture ka korerotia nei.

KO TE TUATAHI
Ko nga Rangatira o te Wakaminenga, me nga Rangatira katoa hoki ki hai i uru ki taua Wakaminenga, ka tuku rawa atu ki te Kuini o Ingarani ake tonu atu te Kawanatanga katoa o ratou wenua.

KO TE TUARUA
Ko te Kuini o Ingarani ka wakarite ka wakaae ki nga Rangatira, ki nga Hapu, ki nga tangata katoa o Nu Tirani, te tino Rangatiratanga o ratou wenua o ratou kainga me o ratou taonga katoa. Otiia ko nga Rangatira o te whakaminenga me nga, Rangatira katoa atu, ka tuku ki te Kuini te hokonga o era wahi wenua e pai ai te tangata nona te Wenua, ki te ritenga o te utu e wakaritea ai e ratou ko te kai hoko e meatia nei e te Kuini hei kai hoko mona.

KO TE TUATORU
Hei wakaritenga mai hoki tenei mo te wakaaetanga ki te Kawanatanga o te Kuini. Ka tiakina e te Kuini o Ingarani nga tangata maori katoa o Nu Tirani. Ka tukua ki a ratou nga tikanga katoa rite tahi ki ana mea ki nga tangata o Ingarani.

1. NGĀ ROOPU WHAKAMINENGA/PARTIES TO THIS AGREEMENT

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

   BETWEEN:

   Te Oranganui Trust (The “Employer”)

   AND

   Toputanga Tapuhi Kaitiaki o Aotearoa (New Zealand Nurses Organisation NZNO) (The “Union”)

2. Intent of the Parties:

a. The parties affirm Te Tiriti O Waitangi.
b. The parties confirm that the enterprise in which they work is an Iwi initiative and a major development into the area of integrated primary health care.
c. The parties agree to work within the principles of tikanga Māori and the kaupapa of the Trust.
d. The parties agree that this agreement shall be administered in accordance with the true intent of its terms and provisions and will give each other their fullest co-operation.
e. The Trust recognises that all Employees at all levels have a valued part to play in success of the Trust and to this end the Employee and the Trust affirm their commitment to prior consultation with each other on matters of mutual interest and concern.

2. KAUPAPA AKE O TE ORANGANUI

Vision: Korowaitia te puna waiora, hei oranga motuhake mō te iwi
Mission statement: Investing in transformational wellbeing where whānau are at the centre of everything we do.

Values:

Kotahitanga: Collective Purpose
Kia Kotahi te mahi ki te oranga Motuhake mō te iwi.
We are working for a common cause to effect positive change for the whānau we serve.
We work together through collective purpose and focus.

Whanaungatanga: Together As Whānau
Nō te whānau, mō te whānau
We acknowledge whānau are the experts in their own lives. We work together as a whānau.

Pono: Acting With Integrity
Mā te pono e rere ai te Mārama.
Integrity fosters clear, clean flow to underpin improved ways of being and doing.
We are accountable.

Tika: True To Purpose
Whāia te ara tika ahakoa te aha
Being true to the purpose of oranga motuhake enables us to maintain standards of care for whānau. We hold ourselves to be true to each other as a whanau.

3. TE KOROWAITIA O TOPUTANGA TAPUHI KIATIAKI O AOTEAROA / NZNO COVERAGE & APPLICATION

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

   This CEA shall apply to all employees who are members of NZNO and who are employed by Te Oranganui Trust: Te Waipuna Health Centre, Te Puawai Whānau (Tamariki Ora) and Waiora Hinengaro services in the following positions:

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Position	Service
Administration Staff/ Medical Reception / Service Administrator (Kaipāneke)	Te Waipuna Health
Administration Team Leader (Kaitātaki)	Te Waipuna Health
Nurse Team Leader / Clinical Lead (Kaitātaki)	Te Waipuna Health
Registered Nurse, Practice Nurse, Community Nurse (Tapuhi)	Te Waipuna Health
Nurse Prescriber (Tapuhi)	Te Waipuna Health
Enrolled Nurses (Tapuhi)	Te Waipuna Health
Kaiāwhina	Te Waipuna Health
Registered Nurse (Tapuhi)	Te Puawai Whānau (Tamariki Ora)
Nurse Team Lead / Clinical Lead	Te Puawai Whānau (Tamariki Ora)
Registered Nurse (Tapuhi)	Waiora Hinengaro
Nurse Team Lead (Kaitātaki Tapuhi)	Waiora Hinengaro

2. At the time when the employee enters into an employment agreement with an employer, the employer must: Inform the employee – that a collective agreement exists and covers work to be done by the employee; and

    a. that the employee may join the union that is party to the collective agreement and about how to contact the union; and that if the employee joins the union; the employee will be bound by the collective agreement and
    b. that during the first thirty days of the employees' employment, the employees' terms and conditions comprise.

    c. the terms and conditions in the collective agreement that would bind the employee if the employee were a member of the union;

    d. and any additional terms and conditions mutually agreed to by the employee and employer that are not consistent with the terms and conditions in the collective agreement; and give the employee a copy of the collective agreement.

3. The parties agree that any employee whose work is covered by the coverage clause of this agreement (clause 1. above), who is engaged by the employer between the date this agreement comes into effect, and the expiry date shall be offered information about becoming a member of the union, which is a party to this agreement, as supplied by that union. The new employee shall, from the date of becoming a union member, be entitled to all benefits, and be bound by all the obligations, under this agreement. Further to this, the provisions of Section 62 of the Employment Relations Act 2000 shall apply.

4. If an employee covered by this agreement leaves the employment of the employer, then they shall no longer be covered by this agreement.

5. Existing employees who are covered by the coverage clause of this CEA (clause 3.1) who become members during the term of the CEA shall, from the date of becoming a union member, be bound by all benefits and obligations relating to employees under this CEA subject to the restrictions set out in the Employment Relations Act 2000.

6. Impact on Individual Employment Agreements: Where an employee on an individual employment agreement elects to be bound by this CEA 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 CEA.

7. Non-Waiver Understanding: Failure by either party to enforce any right or obligation with respect to any matter arising in connection with this agreement shall not constitute a waiver as to that matter, or any other matter, either then or in the future.

8. No-Disadvantage: The parties are committed to ensure there is "no overall disadvantage" to individuals with superior entitlements prior joining this collective or any changes in core conditions at the date of the CA coming into force.

9. This Collective agreement shall come into force 1 July 2026 and will expire 30 June 2028.

4. NGĀ KŌRERO WHAKAMARĀMA /DEFINITION

"Administration employee" means an employee who is wholly or substantially engaged in administration duties, including but not limited to those who undertake medical receptionist duties, finance, data entry, claims processing.

"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. Casual employees cannot be used to replace genuine permanent or temporary situations except to meet business requirements when there is no permanent or temporary staff available.

"Employee" means any person employed by an employer and whose position is covered by this CA.

"Employer" means the relevant employer employing the employee.

"Enrolled nurse" has the same meaning as in the HPCA 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.

"Health Promoter" is an employee who engages with whānau, hapū and iwi and the wider community to enable sustainable health gains.

"HPCA" is a person who is defined by the Health Practitioners Competence Assurance Act 2003

"Ordinary time hourly rate of pay" shall be 1/2080 for employees who work 80 hours per fortnight and 1/1950 for employees who work 75 hours per fortnight, correct to two decimal places of a dollar of the yearly rate of salary payable. T1 refers to the ordinary hourly rate of pay; T1.5 refers to one and a half times the ordinary hourly rate of pay; and T2 refers to double the ordinary 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 SECA.

"Registered Nurse" means a person as defined by the HPCA Act 2003 as a Registered Nurse.

"Nurse Practitioner" means a person as defined by the HPCA as a Nurse Practitioner.

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"Nurse Prescriber" means a person as defined by the HPCA as a Nurse Prescriber.

"Practice Nurse" means a person who is primarily employed by or within a general practice and who is a registered nurse.

"Community Nurse / Midwife" means a person who primarily delivers mobile services in the community.

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

"Service" means the current continuous service with the employer except as otherwise defined.

"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 ongoing employment. Temporary agreements must not be used to deny staff security of employment.

"Week" is defined as midnight Sunday/Monday to midnight Sunday/Monday, for the purpose of calculating the pay week and "fortnight" has a corresponding meaning involving two successive weeks.

5. - TE ORANGANUI TRUST POLICY

1. The Employee covered by this agreement agree to abide by all policies of the Trust.

2. The Trust hereby reserves the right to review and amend its policies at any time through the correct process of consultation with all staff that may be affected by change.

3. Where there is a discrepancy or inconsistency with policies this Collective Employment Agreement shall take precedence over any organisational policies and/or procedures.

6. MANAAKI A WHĀNAU / FAMILY SUPPORT

The Trust agrees to the Employee's right to consult with or seek their own whānau support or representation on matters which may affect them in their employment.

7. TUHINGA TŪNGA / POSITION DESCRIPTION

1. All Employees covered by this agreement shall be employed to carry out the tasks, roles and responsibilities as outlined in the employees' position description.
2. In addition, the Employee may be asked to undertake work required by the Trust which may differ from the outlined duties. This job description can be amended from time to time by the Trust in consultation with the employee.

8. NGĀ HĀORA HEI MAHI/ HOURS OF WORK

1. The hours of the employee covered by this Collective Agreement are as Monday to Friday 8.30am – 5pm

2. Hours may be extended from 5.00pm-8.00pm only by mutual agreement between kaimahi and Te Oranganui Management.

3. The employee's agreed days and hours of work per week, may be increased or decreased by mutual agreement. The times and days to be worked and the duration of the duty 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.

4. Employees who undertake required training outside of normal working hours will be entitled to use the professional development leave provisions

9. WĀ HEI WHAKAKAPI / TIME IN LIEU

1. Time in lieu, by mutual agreement an Employee may be directed by management to complete work outside of their normal working hours.

2. All time-in-lieu may also be given at the direction of management for completing tasks over and above normal responsibilities with the prior approval of management.

3. Employees shall be granted one hour of time in lieu for each hour of overtime performed.

4. All time in lieu must be taken within one month (30 days) from the date the time in lieu is earned. Where time in lieu is not taken within one month the employer may either pay out the time in lieu or require the employee to take the time in lieu within 7 days' notice.

10. NGĀ HĀORA TĀPIRI/OVERTIME

1. All hours worked by an Employee covered by this agreement more than 40 hours per week or in excess 8 hours per day shall be defined as overtime.

2. All overtime worked is to be at the prior approval and discretion of management.

3. Where the Trust agrees, overtime shall be paid at T1.5 the Employee's hourly rate of pay over 40 hours per week or 8 hours per day.

4. By mutual agreement where an employee agrees to work a weekend, a weekend rate of T1.5 will pay up to a minimum of 4 hours.

11. NGĀ WA WHAKATĀ PARAMANAWA HOKI/ MEAL BREAKS AND REST PERIODS

1. A paid refreshment break of 15 minutes shall be allowed to the Employee within each four-hour period of work.

2. Tea, coffee, hot water, sugar and milk shall be provided at the Trust's expense at these times and at meal breaks.

3. Upon the completion of every five hours of continuous work, the Employee is entitled to a one-hour long, uninterrupted, unpaid, lunch break. This lunch break shall be taken between the hours of 12pm and 2pm.

4. The lunch break may be reduced to half an hour (30 minutes) at the mutual agreement of both parties to this agreement.

12. WHAKAPUNGA MAHI / WORK RELATED EXPENSES

1. Employees who are authorised by the employer to use their own vehicle on Trust business:

   a. The employees' vehicle must have a current warrant of fitness and registration. The employee will be entitled to reimbursement at the IRD rate per km.

   b. The Employee is required to complete the appropriate mileage reimbursement documentation.

13. UTU UTU IA WIKI / PAYMENT OF WEEKLY SALARIES / WAGES

1. Depending on the Employee's pay period, the Employee's salaries or wages shall be paid by automatic bank transfer into the Employee's nominated bank account no later than the Tuesday following the end of the pay period. The pay period officially ends at midnight every Sunday.

2. In the event of a direct credit not being able to be actioned, the amount of salary and wages due to the Employee shall be paid direct to the Employee by cash.

3. If the payment of salary and wages falls on a public holiday, salary and wages shall be paid on the last working day prior to the public holiday.

4. All remuneration and conditions provided for Employee shall be in full satisfaction for the performance of any work as prescribed in this agreement.

5. The base or ordinary wage assumes 40 hours per week. Where the Employee is employed to work less than 40 hours per week, any allowances and entitlements under this agreement shall be allowed on a pro-rata basis.

14. REITI O TE UTU/UTU HIKOI: RATES OF PAY/PAY STEPS

Nurse Practitioner

	Year 1 1 July 2026		**Year 2** 1 July 2027	
Step	**Salary**	**Hourly**	**Salary**	**Hourly**
1	$141,190.40	$67.88	$145,412.80	$69.91
2	$148,553.60	$71.42	$153,004.80	$73.56
3	$155,896.00	$74.95	$160,576.00	$77.20
4	$168,001.60	$80.77	$173,035.20	$83.19

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Registered Nurse/Practice Nurse/Community Nurse

	Year 1 1 July 2026		Year 2 1 July 2027	
Step	**Salary**	**Hourly**	**Salary**	**Hourly**
1	$73,569.60	$35.37	$75,774.40	$36.43
2	$79,643.20	$38.29	$82,035.20	$39.44
3	$84,614.40	$40.68	$87,172.80	$41.91
4	$89,398.40	$42.98	$92,081.60	$44.27
5	$99,320.00	$47.75	$102,294.40	$49.18
6	$102,315.20	$49.19	$105,393.60	$50.67
7	$105,372.80	$50.66	$108,534.40	$52.18
8	$107,702.40	$51.78	$110,926.40	$53.33

Nurse Prescriber

	Year 1 1 July 2026		Year 2 1 July 2027	
Step	**Salary**	**Hourly**	**Salary**	**Hourly**
1	$110,385.60	$53.07	$113,692.80	$54.66
2	$118,580.80	$57.01	$122,137.60	$58.72
3	$122,720.00	$59.00	$126,401.60	$60.77

Nurse Team Lead or Clinical Lead

	Year 1 1 July 2026		Year 2 1 July 2027	
Step	**Salary**	**Hourly**	**Salary**	**Hourly**
1	$109,990.40	$52.88	$113,297.60	$54.47
2	$111,716.80	$53.71	$115,065.60	$55.32
3	$117,187.20	$56.34	$120,702.40	$58.03

Kaiāwhina

	Year 1 1 July 2026		Year 2 1 July 2027	
Step	**Salary**	**Hourly**	**Salary**	**Hourly**
1	$63,876.80	$30.71	$65,790.40	$31.63
2	$64,565.70	$31.04	$66,497.60	$31.97
3	$72,092.80	$34.66	$74,256.00	$35.70
4	$74,526.40	$35.83	$76,752.00	$36.90

Administration Staff/ Medical Reception / Service Administrator

	Year 1 1 July 2026		Year 2 1 July 2027	
Step	**Salary**	**Hourly**	**Salary**	**Hourly**
1	$62,192.00	$29.90	$64,064.00	$30.80
2	$62,192.00	$29.90	$64,064.00	$30.80
3	$62,587.20	$30.09	$64,459.20	$30.99
4	$65,187.20	$31.34	$67,142.40	$32.28
5	$68,265.60	$32.82	$70,324.80	$33.81

Administration Team Leader

	Year 1 1 July 2026		**Year 2** 1 July 2027	
Step	**Salary**	**Hourly**	**Salary**	**Hourly**
1	$71,344.00	$34.30	$73,486.40	$35.33
2	$75,649.60	$36.37	$77,916.80	$37.46
3	$78,187.20	$37.59	$80,537.60	$38.72
4	$81,515.20	$39.19	$83,969.60	$40.37
5	$85,072.00	$40.90	$87,630.40	$42.13

Enrolled Nurse

	Year 1 1 July 2026		**Year 2** 1 July 2027	
Step	**Salary**	**Hourly**	**Salary**	**Hourly**
1	$68,640.00	$33.00	$70,699.20	$33.99
2	$70,720.00	$34.00	$72,841.60	$35.02
3	$72,800.00	$35.00	$74,984.00	$36.05
4	$74,880.00	$36.00	$77,126.40	$37.08

15. TUIHINGA O MUA /PROGRESSION OF WAGES / OPERATION OF SALARY SCALES

1. **PROGRESSION OF WAGES**
   Progression from steps 1 – 5 will be by annual progression.

   Movement from Step 6 above will be subject to satisfactory performance, which will be assumed to be the case unless the employee is otherwise notified.

2. **OPERATION OF SALARY SCALES**
   The salary scales above shall be applied to the respective groups of employees.

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

   a) previous relevant nursing/midwifery post registration experience
   b) other relevant work and life experience
   c) the degree of difficulty in recruiting for specific skills and/or experience required for the position.
   d) new employees' progression through the salary scales shall be by annual increment on the employee's anniversary date.

16. TUHINGA O MUA ME NGĀ UTU / MERIT STEPS AND PAYMENTS

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.

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.

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1. **PRACTICE NURSE MERIT LEVEL AND PAYMENT (TE WAIPUNA HEALTH CENTRE)**
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	$1.35
Merit Level 2	$1.45

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 merit levels.

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

Merit Level 1

a. Consistently high standard of handling high volumes of screening data and recall
b. Additional responsibilities e.g. IT, practice/workplace administration, Nurse team leader cover
c. Relevant second language skills
d. Exemplary performance of routine Registered Nurse/Practice Nurse/Midwife duties
e. 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

a. Holds a current portfolio with positive outcome of achievement.
b. Preceptor student nurse
c. Orientation of new Nurses and Kaimahi
d. Maintains a high quality of care that improves greater health outcomes for patients.
e. Maintains a high level of acute nursing skill in triage.
f. Consistently high involvement in clinical management of acute/chronic illness e.g. asthma, diabetes, hypertension and COPD. 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.
g. Significant additional workplace income generation either through charging for services or significantly contributing to the securing of additional 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.

2. **ENROLLED NURSE MERIT LEVEL AND PAYMENT (TE WAIPUNA HEALTH CENTRE)**
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	$1.35
Merit Level 2	$1.45

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 merit levels.

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

Merit Level 1

a. Undertakes professional/educational development each year that is relevant to the employer.
b. Exemplary performance of routine enrolled nurse duties
c. Additional responsibilities e.g. IT, practice/workplace administration
d. Relevant second language skills
e. 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

a. 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.

3. **MEDICAL RECEPTIONS/ADMINISTRATION MERIT LEVEL AND PAYMENT**

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	$1.50
Merit Level 2	$1.60

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 merit levels.

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

Merit Level 1

a. A Kaimahi who works over and above their performance of routine medical receptionist/administration duties.
    - Managing transfer requests
    - Data processes in refunds
    - Patient electronic enrolment data entry

- WRHN register patient update.
- Hard file and electronic cleansing
- Undertakes the responsibilities as the Health & Safety Representative in the workplace.
- Debt recovery

b. Undertaking professional development of benefit to the employee and employer and in line with the kaimahi Professional Development Plan.

Note: A Kaimahi who fulfils the two bullet points (and one sub-bullet point) above listed will be eligible for Merit Level 1

Merit Level 2

a. 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

b. Relevant Second Language Skills
c. Staff supervision and/or mentoring of staff.
d. IT Management
   - Management of computer systems

e. Staff/Office Management
   - Arranging staff cover/rosters
   - Relief of Practice Manager
   - Procurement/Purchasing

f. Medical Typing is a significant part of the employee's role.

Note: A Kaimahi who fulfils 2 or more of the responsibilities listed (bullet points and no sub-bullet points) will be eligible for Merit Level 2.

4. **MERIT STEP PROCESS AND REVIEW:**

Payment at a merit level shall continue while the employee continues to demonstrate both the skills and the application of the criteria.

Where the employer considers that an employee may no longer qualify for a merit payment, the employer will advise the employee in writing of this and engage in good faith consultation. The employee is entitled to seek advice from NZNO and to be represented if the employee chooses.

This advice shall include the employer's reasons for reviewing the payment and specifying the criteria deficits identified by the employer.

If the employee requests time to meet the criteria, the employee and employer will discuss goals, objectives, and time frames with a view to allowing the employee to meet the criteria within a reasonable time frame. The employer and employee will meet at the end of the specified time frame to determine

whether the employee has met the required criteria. If the employee still does not meet the criteria, the merit payment shall cease to be paid.

Where there is agreement, the employee is no longer demonstrating the application of the criteria or has not retained their skills, the payment of the merit level shall cease.

17. TĀHUA ARONGA WHAKAMANATANGA WHAKAWHANAKE NGAIO / PROFESSIONAL DEVELOPMENT RECOGNITION PROGRAM ALLOWANCE (PDRP)

1. Where Te Oranganui Trust has agreed in writing to New Zealand Nursing Council (NZNC) PDRP accredited program the following shall apply.

    a. In recognition of the importance of increasing number of expert and proficient nurses, a Registered Nurse who reaches the following levels will receive an allowance as long as the employee maintains that level of practice.
    b. All rates of allowance shall be added to the base rate of pay on all hours worked and shall attract penal rates and overtime.

2. The rates of allowance are as follows:

RN: Proficient	$1.20 per hour
RN: Expert	$2.16 per hour
EN: Proficient	$1.20 per hour
EN: Accomplished	$2.16 per hour.

NOTE: PDRP payments are not applicable to Nurse Practitioners or Nurse Prescribers. Only one PDRP allowance shall apply. A Kaimahi shall not be entitled to receive both PDRP and Merit Payment only **one** shall apply.

18. TIWHIKETE WHAKAMANA Ā TAU / ANNUAL PRACTICING CERTIFICATE

1. Where an employee is required by law to hold an annual practicing certificate, the cost of the certificate shall be met by the Trust provided that:
    a) It must be a statutory requirement that a current certificate be held for the performance of duties.
    b) The employee must be engaged in duties for which the holding of a certificate is a requirement.
    c) Any payment will be offset to the extent that the employee has received reimbursement from another employer.
    d) The Trust will only pay one APC unless there are operational requirements for an employee to maintain multiple APCs.

2. Where the Trust requires employees to hold a competency certificate issued by a professional association, the employer will reimburse the associated fees incurred.

19. INIHUA / INDEMNITY INSURANCE

All clinical staff such as (including but not limited to) Registered Nurses agree to maintain indemnity insurance throughout the duration of their employment at their own cost.

20. KĀKAHU WHAKAMARUMARU/ PROTECTIVE/DAMAGED CLOTHING

1. Where the nature of the duties required of an Employee is likely to result in accidentally damaged or soiled clothing, the Trust shall supply protective clothing on request, which can be used when an Employee is engaged in such duties. The Trust shall be responsible for cleaning and renewing same as reasonably required.

2. The Trust shall reimburse the costs of replacing, repairing, and/or cleaning clothing if proven accidental damage has occurred because of undertaking their duties and responsibilities, to a maximum of $250 in any six-month period.

21. RA WHAKATA A-TURE / PUBLIC HOLIDAYS

1. Public Holidays shall be allowed in accordance with the Holidays Act 2003 which provides for 12 whole days holiday on pay in addition to annual holidays, provided that the days on which the holidays fall would otherwise be working days for an Employee.
2. Where a public holiday falls on a day that would otherwise be a working day, and the Employee does not work on that day, the Employee will be paid at relevant daily pay for that day.

3. Where a public holiday falls on a day that would otherwise be a working day, and the Employee is directed to, and does work on that day, the Employee will be paid in accordance with section 50 of the Holidays Act 2003. The Employee will also be granted an alternative day's holiday.

4. Where a public holiday falls on a day that would not otherwise be a working day, and the Employee agrees to work on that day following a request to do so by the Trust, the Employee will be paid in accordance with section 50 of the Holidays Act 2003. No alternative day's holiday will be granted.

5. All Employees covered by this agreement agree to work on a public holiday when required by the Trust.

6. Tino Rangatiratanga Day - Where an Employee so chooses, they may work on the birthday of the British sovereign and take Tino Rangatiratanga Day (28 October being the anniversary of the signing of the Declaration of Independence in New Zealand) as a paid holiday in lieu. If this day falls on a weekend or another public holiday, then the following Monday or Tuesday will be taken. Those staff who wish to take this option are not entitled to time and a half working on Queens' Birthday.

7. The Employee and the Trust may agree to transfer a public holiday in accordance to the Holiday's Act 2003.

8. Where any Public Holidays fall during the Employee's annual holidays they shall not be deducted from the Employee's annual leave entitlement.

9. If an agreement cannot be reached as to when the Employee will take your alternative holidays, the Trust may provide you with 14 days advance notice of the requirement to take some or all of your alternative holidays.

10. The employee must not undertake any work on a public holiday without the prior approval of their manager.

22. HARAREI Ā-TAU / ANNUAL LEAVE

1. The Employee's annual leave entitlement is set out in the employee letter of offer in accordance with the Holidays Act 2003.

2. Annual leave pursuant to this clause shall be paid in accordance with the Holidays Act 2003, the greater of either:
    a. The Employee's current ordinary pay at the time the leave is taken; or
    b. The Employee's average weekly earnings for the year of service to which the annual leave relates.

3. Employees can request to take annual leave as it is accrued. Any accrued annual leave taken is at the discretion of the Trust.

4. The Employee can be requested to take the annual leave within 12 months of becoming entitled to the leave.

5. At termination of employment, the Employee will be paid any annual leave owed, subject to clauses 41.7 and 48.2.

6. Annual leave must be applied for, using the organisation's leave application process, at least two working weeks (10 working days) prior to the date the leave is required. Failure to provide the appropriate notice may result in the leave being declined.

7. A response will be provided to the Employee as to whether the leave has been approved or declined not less than one working week (five working days) prior to commencement of the proposed leave.

8. A record of annual leave taken by each Employee shall be maintained by the Trust and be available for examination by the Employee concerned.

9. Cash Up One Week

    The Trust allows the cash up of one week of minimum entitlement of annual holidays per year on a case-by-case basis. Employees must seek express written permission from their direct manager and then the Mātaiwhetū - Chief Executive for this to occur. The cash up of annual leave is done in accordance with the Holidays Act 2003.

10. Annual Close Down

    a) In accordance with section 30(2) of the Holidays Act 2003, the Trust may close all or part of the business and require you to take annual leave during any period of this closure.
    b) All Employees shall apply for annual leave following the Trust's leave process with at least two weeks' notice.
    c) Employees who do not have sufficient annual leave to cover the closedown period have the following options:
        - The Trust may allow the Employee to take annual leave in advance with the permission of the Employee's manager.

          OR

- Require the Employee to take leave without pay for the balance of the closedown period and the Employee agrees that where leave without pay is taken, the Trust may deduct the equivalent amount from the Employee's pay provided that:
  a. The deduction is lawful under the Wage Protection Act 1983.
  b. The Employee has given written consent to the deduction either in this agreement or at the time the deduction is proposed.

11 Employees shall be given not less than 14 days' notice of a closedown period.

23. WAATEA MATE/ SICK LEAVE

1. An employee may take sick leave if: The employee is sick or injured; the employee's spouse or partner is sick or injured; or where a person who depends on the employee for care is sick or injured.

2. Upon the completion of six (6) months' continuous employment and each subsequent 12 twelve (12) months of continuous employment with the Trust, an Employee shall be entitled to fifteen (15) working days' sick leave.

3. This provision is instead of and not in addition to the provisions of sick leave as outlined within the Holidays Act 2003

4. An Employee absent due to illness / injury must notify the Manager of sick leave prior to the normal starting time and no later than one hour of the commencement of work.

5. Sick leave shall be taken in accordance with the Holidays Act 2003.

6. Where an Employee is away due to sickness / injury for three or more consecutive calendar days, the Trust can request that the Employee supplies a medical certificate to the Trust. The medical certificate must state that the Employee has been examined by a Registered Health Practitioner.

7. Where required an Employee absent on sick leave shall supply a medical certificate from a registered health practitioner nominated by the Trust and at the Trusts expense. Where an Employee is requested to supply a medical certificate, the medical certificate must state that the Employee has been examined by a Health Practitioner and is, unfit for work.

8. The Trust is able to request a medical certificate from the Employee within 3 consecutive calendar days as per the Holidays Act 2003.

9. A record of all sick leaves taken by each Employee shall be maintained and shall be available for examination by the Employee concerned.

10. Sick leave may accumulate up to a maximum of 45 days total including the current year.

11. Please refer to the Sick Leave Policy/Procedures for further information.

24. BEREAVEMENT/TANGIHANGA LEAVE

1. An Employee shall be granted tangihanga leave of five (5) working days on the death of their immediate whanau member (Kiri Mate).

2. In event of a death of an Employee's close friend or whanau member (Whānau Pani), tangihanga leave shall be given of **up to** (5) working days.

3. In event of a death occurring outside New Zealand, an Employee may be granted special tangihanga leave of **up to** seven (7) days on full pay to attend the funeral.

4. Where, in the event of the death occurring outside New Zealand, an Employee requires additional bereavement leave, application can be made to the line manager for a period of leave without pay at the discretion of the Te Oranganui.

5. Please refer to the Tangihanga Leave Policy/Procedures for further information.

25. HARAREI MĀTUA / PARENTAL LEAVE

Parental Leave shall be taken in accordance with the Parental Leave and Employment Protection Act 1987and its amendments.

26. HARAREI WHAKAREI NGAIOTANGA / PROFESSIONAL DEVELOPMENT LEAVE

1. Whereby a kaimahi qualifies for professional development support, the kaimahi may be entitled to a maximum of 20 days leave per year and a budget up of up to 5% of their annual salary. Please refer to your manager for the current percentage rate.

2. This leave is to be used for all PD activities including formal study, orientation compulsory training, first aid training etc.

3. A staff member who is part time may be eligible for support on a pro-rata basis.

4. Professional Development leave shall be granted and taken in accordance with the Trust's Professional Development policy.

27. HARAREI HAPATI / SABBATICAL LEAVE

1. The Trust recognises that there may be times when Employees wish to take extended periods of time away from work during the course of their employment with the Trust in order to pursue other interests outside of work including but not limited to spending time with family, pursuing further education, taking an extended holiday or participating in voluntary/community work.

2. Sabbaticals are granted at the discretion of the Trust and are not entitlements.

3. The process and conditions for applying and being granted sabbatical leave are contained in the Sabbatical Leave Policy/Procedures.

28. TE TUTU O TE WHĀNAU / DOMESTIC VIOLENCE

1. The Trust recognises the effect family violence can have on an employee's work-life balance. The employer will provide special leave to eligible employees in accordance with the Domestic Violence – Victim's Protection Act 2018 and its amendments.

2. Family violence leave is available after six months' continuous employment, to assist with the effects suffered by victims of family violence (physical, sexual, or psychological abuse which may include threats, intimidation or harassment, financial or economic abuse such as limiting access to money, or damage to property). This is separate from annual leave, sick leave and bereavement leave and can be taken if an employee is affected by domestic violence or if a child living with them – no matter how often – is affected by family violence.

3. If an Employee is affected by family violence, they can also request a short-term (2-month or shorter) variation of your working arrangements for the purpose of assisting you to deal with the effects of family violence.

4. Employees will not be treated adversely in the workplace because they might have experienced family violence. This is discrimination.

5. The employee must tell their manager if they are going to take family violence leave as soon as they can (before their usual start time, if possible).

6. This family violence leave entitlement renews every 12 months. Employees may not carry forward any leave they do not take.

7. The Trust will not pay the employee for unused family violence leave when their employment ends.

8. The Trust may require proof that you are a person affected by family violence.

29. WEHENGA KOOTI KARAUNA / JURY SERVICE / WITNESS LEAVE

1. An Employee called on for jury service shall be given leave without loss of pay.

2. The Employee is to pay any juror's fees received to the Trust but may retain the expenses. Provided that where the service is performed on a weekend or during a part time Employee's off duty hour, the Employee shall retain the fees.

3. Employees are required to report for work at their normal starting time each day of jury service, unless expressly directed otherwise by the Court.

4. Where Employees are excused from jury service during normal working hours, they are to return immediately to duty and to continue to work until required again for jury service.

5. Employees called on for jury service are required to serve. Where the need is urgent, the Trust may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.

6. Where an employee is required to be a witness in a matter arising out of his/her employment, he/she shall be granted paid leave. The employee is to pay any fee received to the Employer but may retain expenses.

7. Where an employee is required to be a witness in a matter not arising out of his/her employment the employee can take annual leave or leave without pay. The employee can retain both the fees and expenses.

30. WEHENGA / DISCRETIONARY AND LONG SERVICE LEAVE

1. An employee who has exhausted all sick leave provisions in this agreement can apply to the Organisation for additional paid discretionary leave.

2. Long Service Leave will be granted to employees who meet the eligibility criteria, as outlined in the Trust's Long Service Leave Policy.

31. NGĀ KAUPAPA A TE UNIANA / PARTICIPATION IN UNION AFFAIRS/UNION REPRESENTATIVE EDUCATION

1. Participation in union affairs/union activities shall be in accordance with the Employment Relations Act 2000.

2. 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:

   At least 14 days' notice of the meetings shall be given.
   a. Work shall resume as soon as practicable after the finish of the meeting.
   b. 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.

32. TUHINGA O MUA TOPUTANGA TAPUHI KAITIAKI O AOTEAROA / NZNO RIGHT OF ENTRY

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.

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.

3. The employer recognises that it may not unreasonably deny a NZNO representative access to a workplace.

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

33. NGĀ KAITAUTAPA O TOPUTANGA KAITIAKI O AOTEAROA / NZNO DELEGATES

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.

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.

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

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

5. 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.

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

7. 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.

8. Te Oranganui recognises the role of the union delegates; Te Oranganui 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.

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

34. WHAKAWHIRINAKI MATAURANGA WHANAUNGATANGA MAHI / EMPLOYMENT RELATIONS EDUCATION LEAVE

1

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.

FTE eligible employees as at 1 March each year	**Maximum number of days of employment relations education leave that we are entitled to allocate as a union**
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

2. For the purposes of this clause, calculating the number of full-time equivalent eligible employees employed by an employer.

3. An eligible employee who normally works 30 hours or more during a week is to be counted as 1.

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

5. 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.

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

7. 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.

35. AUAHI KORE ME TE VAPE KORE KI TE MAHI / SMOKE AND VAPE FREE WORKPLACE

1. As a kaupapa Māori and kaupapa Hauora organisation the Trust provides and promotes a smoke and vape free work environment for both its clients and staff.

2. Kaimahi are not permitted to smoke and vape during the hours of work. This includes all paid breaks.

3. For more information, please see the Trust's smoke and vape free workplaces policy.

4. Please see the Trust's smoke and vape free workplaces policy.

36. TE HAUORA ME TE WAIORA KI TE MAHI 2015 / HEALTH AND SAFETY AT WORK ACT 2015

1. The Trust is committed to providing a healthy and safe environment for both its clients and staff.

2. The employee must:

    a. Take reasonable care for his or her own health and safety.
    b. Take reasonable care that his or her acts or omissions do not adversely affect the health and safety of other persons.
    c. Comply, as far as the worker is reasonably able, with any reasonable instruction that is given by the Employer; and
    d. Report to work in such a condition that the worker is able to perform duties properly and safely.

3. Co-operate with any reasonable policy or procedure of the Employer relating to health or safety at the workplace.

4. The Employee is required to report all accidents and injuries, which occur arising out of or in the course of the employment. Failure to follow the Trust's policy may result in disciplinary action including termination of employment.

5. All hazards identified by the Employee in the workplace are to be brought to the attention of the Trust as soon as practicable so that remedial action may be taken as appropriate. In addition to this, reporting of hazards may not be left to the next day. Furthermore, the Employee must ensure that all accidents and injuries, particularly their own, are reported as soon as practicable.

37. TE MOEPUKU, TE IWI RANEI ME TE TUKINO / SEXUAL OR RACIAL HARASSMENT & BULLYING

1. The Trust does not tolerate any type of harassment. For more information, please refer to the Trust's Sexual or Racial Harassment policy and Bullying policy. Harassment is considered as serious misconduct, and if found to have occurred may result in termination of employment.

2. The parties to this agreement agree that they are committed to the elimination of discrimination and that there shall be equal opportunity in employment for all persons on the basis of their skills, qualifications, abilities and aptitude regardless of sex, race, creed, age, marital, parental, physical status or sexual preference.

38. WAEHERE KĀKAHU / DRESS CODE

All Employees are required to dress to a clean, tidy and acceptable standard.

39. NGARO I WAIHO HARAREI / ABSENT WTHOUT LEAVE

1. Except in cases of illness or another emergency, no Employee is to be absent without leave. All reasonable steps must be taken to contact the Manager of absence.

2. No Employee will be paid for periods of absence without leave.

40. WHAKARERE MAHI / ABANDONMENT OF EMPLOYMENT

1. Where an Employee is absent from work for more than 3 working days without notification to the Manager, then the Employee shall be deemed to have terminated her/his employment without notice this will be subject to the following clauses 2& 3.

2. Provided that it shall be the duty of the Trust and the Employee to make all reasonable efforts to contact each other during this period.

3. Provided further that where through no fault of the Employee it was impossible to notify the Trust, the Employee shall not be deemed to have abandoned his/her employment.

41. TE WĀ PĀNUI ME TE WHAKAMUTUNGA O TE MAHI / NOTICE PERIOD AND TERMINATION OF EMPLOYMENT

1. Unless otherwise specified, all Employees shall be given at least one (1) month written notice of termination of employment and shall give one (1) month written notice of resignation or retirement Employees in a Managerial or Team Leader position shall be given at least (2) months written notice of termination of employment and shall give (2) months written notice of resignation or retirement.

2. This period of notice may be reduced or extended by mutual agreement between the Trust and Employee.

3. Wages or salaries are to be paid in full up to the actual date of cessation of employment with the appropriate adjustments for annual leave taken or due, allowances or tax payments due or other legitimate adjustments.

4. The Trust may elect to pay the Employee in lieu of all or part of the notice period and not require the Employee to work out all or part of the notice period. This shall not constitute summary dismissal.

5. Notwithstanding any other provision in this agreement, the Trust may terminate this agreement summarily and without notice for serious misconduct on the part of the Employee.

6. Where the employee fails to give the specified amount of notice, the Trust can deduct a penalty payment from the employee's final pay this will subject to clause 2.

7. Upon the termination of employment, the Employee shall return to the Trust all property and equipment belonging to the Trust. Notwithstanding anything contained elsewhere in this contract, the Trust may deduct the value of any such property not returned from any moneys owing.

42. KŌRERORERO TIAKI WHAKAHAERE PUKA KI / CONSULTATION MANAGEMENT OF CHANGE

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.

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:

    a. Improved decision making
    b. Greater cooperation between employer and employees; and
    c. 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.

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

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.

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.

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.

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.

CONSULTATION

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.

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.

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.

4. Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.
5. The consultation process will give employees affected, or likely to be affected, by any significant change to staffing, structures or work practice, 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.

6. The Process shall be as follows;

    a. 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.
    b. Sufficient information must be provided by the employer to enable the party/parties consulted to develop an informed response.
    c. 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.
    d. Genuine consideration must be given by the employer to the matters raised in the response.
    e. The final decision shall be the responsibility of the employer.

7. If at any particular time during the term of this agreement either;

    a. The Trust is abolished, or the size or responsibilities of the Trust is so altered that the funding, functions, responsibilities, duties and powers of the Employee thereby become significantly different in content or size; or
    b. As a result of any review of the operation or management of the Trust or any part of it, the position of the Employee is abolished or the functions, responsibilities or duties of the Employee thereby become significantly different in terms of content or size.

8. The Trust may, after consultation with the Employee, terminate this agreement on giving notice as provided for in this agreement.

43. WHAKAKORENGA TŪRANGA / REDUNDANCY

1. Redundancy" means a situation where the Employee's employment is to be terminated by the Trust, the termination being attributable, wholly or mainly, to the fact that the employee's position is, or will become surplus to the Trust's needs through either:
    a. The Trust is abolished or the size or responsibilities of the Trust is so altered that the funding, functions, responsibilities, duties and powers of the Employee thereby become significantly different in content or size; or
    b. As a result of any review of the operation or management of the Trust or any part of it, the position of the Employee is abolished or the functions, responsibilities or duties of the Employee thereby become significantly different in terms of content or size.

2. The Trust may, after consultation with the Employee, terminate this agreement on giving notice as provided for in this agreement. The Trust may elect to pay salary in lieu of all or part of the notice period.
    a. The employee made redundant shall be provided with a Certificate of Service stating that employment was terminated as a result of redundancy.
    b. 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.
    c. No redundancy (whether technical or otherwise) shall arise, and no notice period shall be paid out, by reason of a sale, transfer or lease of the Trust's business, or part of it, where the new owner of the business offers, and the Employee accepts continued employment on substantially the same terms and conditions of employment.

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.

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

44. TIAKI KAIMAHI / EMPLOYEE PROTECTION PROVISION (TE WAIPUNA HEALTH CENTRE)

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:

2. 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.

3. 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.

4. 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 point 2. Above, no redundancy situation will arise, and the employee will not be entitled to receive redundancy compensation or additional notice as specified in 42.1 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.

5. In the event that the contractor/service provider is not prepared to offer the employee employment in terms of 42.1 Above, the employee will be entitled to notice of termination as specified in clause 42.1 and will remain entitled to the provisions of 42.1 (i)

6. The provisions contained in this clause shall not apply where the employer is in receivership or in liquidation.

45. WHAKATĀREWATANGA / SUSPENSION

The Trust may suspend the Employee from duties, on paid or unpaid leave, when the Trust is investigating potential serious misconduct.

This clause applies to any case where:

a. An allegation against the Employee gives rise both to a police investigation and to an internal disciplinary enquiry by the Trust into conduct which, if established, would amount to serious misconduct; and

b. The Trust has either selected or been required to defer completion of its internal enquiry until the outcome of the police investigation and any prosecution has been ascertained.

46. NON-SOLICITATION

The Employee will not during the 12 months following the termination of the employment for whatever reason within the iwi boundaries and/or workplace of the Trust or within 20-kilometre radius of the iwi boundaries and/or workplace of the Trust either on his or her own account or for any other person firm or trust directly or indirectly:

a. Solicit with or endeavour to entice away from the Trust the custom of any person, firm or trust who at the date of termination aforesaid or who in the period of two years immediately prior to such date was a customer or client of or in the habit of dealing with the Trust who at such date was to his or her knowledge negotiating with Trust in relation to all or part of its business.

b. Solicit the services of or endeavour to entice away from the Trust any partner or Employee of the Trust.

c. The employer waiver the provision of this clause on a case-by-case basis and allow the employee to provide a service to a patient. Such waiver shall not be unreasonably withheld.

47. TAONGA TŪTURU / INTELLECTUAL PROPERTY (TE WAIPUNA HEALTH CENTRE)

1. Any original work, process, design or other material produced or to be developed in whole or part by the Employee arising out of his or her employment with Te Oranganui Trust shall remain the property of the Trust, who shall have full rights to such work, process, design or other material whether those rights are exercised in any form or not during the employment or cessation of the employment.

2. The patent designs and research of mātauranga Māori shall the copyright of the author/authors. By mutual agreement the author may in writing give permission to the Trust to be utilised within the services of Te Oranganui.

48. NGĀ TANGOHANGA WHANUI / GENERAL DEDUCTIONS

1. The Trust shall be entitled to make a deduction from the Employee's wages for time lost through the Employee's sickness, accident, default, leave without pay or as agreed between the Employee and the Trust (subject to the conditions specified by this agreement), or for any other debt owing to the Trust.

2. In the event of an overpayment of wages to the Employee, the Trust may recover the amount of the overpayment from subsequent wage payments, provided the Employee is given written notification of the Trust's intention to recover the overpayment, the amount to be recovered, and a full explanation of the reasons for the overpayment. Before any deduction is made the employer will consult with the employee

49. MUNA / CONFIDENTIALITY

1. Commercial information and material regarding the Trust's business which the Employee comes into contact with during employment is confidential to, and the commercial property of the Trust and must not be disclosed to any third party or used in any way except as authorised by the Trust.

2. Due to the nature of employment, the Employee will have access to confidential information relating to the operation of the Trust's business. In signing this agreement, the Employee agrees not to disclose this information or use if for their own purposes, either during employment or after employment is terminated.

3. No commercial information or material may be removed from the Trust's premises or used or divulged in any way either during or after employment except as authorised by the Trust.

4. . For the purposes of this Agreement, 'confidential information' includes, but not limited to, details of accounts, financial records, whanau and/or supplier records, matters of internal policy, computer programmes, software, forms and documents, training manuals and techniques, products, services, the identities and details of current, past and prospective customers, pricing arrangements and margins on products and services, marketing and sales plans, financial information which may be of commercial value to a competitor and any other information in intellectual property or other matters relating to the Trust or affairs of the Trust.

5. Upon termination of employment, you will return to the Trust any confidential or commercially sensitive information (in any form) held by you and not retain copies or retain the means for reproducing such information.

6. Likewise, you agree not to copy or transmit any commercially sensitive information and/or designs which will potentially harm the business. The Trust expects you to be scrupulously honest in all your business dealing.

50. PAPAHŌ / MEDIA

No statements, interviews or other involvement in media is permitted without the written permission of the Trust. A breach of this clause may result in disciplinary action including termination of employment.

51. OTHER EMPLOYMENT / BUSINESS INTERESTS

1. If, while employed by the Trust, the Employee engages in secondary employment or become actively involved in running a private or family business, and if that employment or business involvement could be construed as creating a conflict of interest with the position with the Trust, then the Employee shall notify the Trust of that involvement as soon as practicable.

2. If the Trust decides that the conflict of interest is of sufficient seriousness to adversely affect the Trust's business, then the Trust may direct the Employee to desist from the activity giving rise to the conflict of interest and the Employee agrees to comply with that direction.

3. The Employee shall not engage in any activity, paid or unpaid, which is likely to conflict with, or impinge on the proper performance of the duties under this agreement.

52. MAHI TAMARIKI WHAKARAERAE / VULNERABLE CHILDREN'S ACT

Where the Trust is 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.

53. KiwiSaver

1. Pursuant to the KiwiSaver Act 2006, the Employee will be automatically enrolled into KiwiSaver upon commencement of employment, provided they meet the eligibility criteria. The Employee may choose their own KiwiSaver scheme.

2.If no scheme is selected, the Trust will enrol the Employee in the Trust's chosen default KiwiSaver scheme. The Trust will make compulsory employer contributions to the Employee's KiwiSaver scheme at the minimum rate required by law. These contributions are made in addition to the Employee's gross salary or wages and are subject to Employer Superannuation Contribution Tax (ESCT), which the Trust will pay.

Confidential

3. The Employee must elect a contribution rate which is a percentage of their gross pay. If the Employee does not specify a rate, the default rate will apply. The Trust will deduct the Employee's contribution from their pay and forward to Inland Revenue.

4.The Employee may opt-out of KiwiSaver between day 14 and day 56 of their employment start date by submitting an opt-out form to Inland Revenue or the Trust. If the opt-out is accepted, any contributions made will be refunded to the employee, and the Trust may also be refunded its contribution and ESCT.

EMPLOYER:

TE ORANGANUI TRUST (Inc)

Name: Wheturangi Walsh-Tapiata

Signature: W. Walsh-Tapiata

Designation: Mātaiwhetu - CEO

Date: 22 / 10 / 2026

AND

THE UNION

TOPUTANAGA TAPUHI KAITIAKI O AOTEAROA / NEW ZEALAND NURSES ORGANISATION

Name: Manny Down

Signature:

Designation: NZNO Organiser

Date: 22 / 10 / 2026

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APPENDIX ONE - PROBLEM RESOLUTION PROCESS

Employment Relationship Problems

Resolution for Employment Relationship Problems

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

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 it does not include any problem with the determination of new terms and conditions of employment.

Personal Grievance means a claim that an Employee has:

a. Been unjustifiably dismissed; or
b. Had their employment, or their conditions of employment, affected their disadvantage by some unjustifiable action by the Organisation; or
c. Been discriminated against in their employment; or
d. Been sexually harassed in their employment; or
e. Been racially harassed in their employment; or
f. Been subject to duress in relation to membership or non-membership of a union.

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

2. PERSONAL GRIEVANCE

An employee who wishes to raise a personal grievance must raise the grievance with their employer within the applicable employee notification period unless the employer consents to the personal grievance being raised after the expiration of that period.

The Employee notification period means:

a. For a sexual harassment personal grievance, the period of 12 months beginning with the date on which the action alleged to amount to the personal grievance occurred or came to the notice of the employee, whichever is later:

b. In respect of any other personal grievance, the period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the attention of the employee, whichever is later.

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3. RAISING EMPLOYMENT RELATIONSHIP PROBLEMS

a. Any employment relationship problem should, in the first instance, be raised by the Trust with the Employee or the Employee with the Trust as soon as possible.

b. An Employee should discuss their concerns with their immediate manager, however if they are not comfortable in doing this, they can speak with the People & Communications manager or any other manager of the organisation.

c. The Employee and/or the Organisation are entitled to seek advice and assistance from their chosen representative in raising and/or discussing the problem.

d. If the Employee wishes to raise the employment relationship problem with the Organisation in writing or the matter is not resolved when the Employee raises the problem with the Organisation, the Employee should submit to the Organisation written notice of the personal grievance, dispute or problem covering the following points:

e. Details of their grievance, dispute or problem; and

f. Why he/she feels aggrieved; and

g. What solution he/she seeks to resolve the grievance, dispute or problem

h. The Employee and the Trust shall meet to discuss and attempt in good faith to resolve the employment relationship problem.

4. MEDIATION

a. Where the employment relationship problem is not resolved by the parties in discussions, the Organisation or the Employee may, without undue delay, seek the assistance of the Mediation Service division of the Ministry of Business, Innovation and Enterprises

b. Both parties must co-operate in good faith with the Mediation Service in a further effort to resolve the problem.

c. The Employee and Organisation acknowledge that the service provided by the Mediation Service is confidential and if it does not resolve the problem is without prejudice to the parties' position.

d. Any settlement of the problem agreed by the parties and signed by the Mediator will be final and binding.

5. EMPLOYMENT RELATIONS AUTHORITY

If the problem is not resolved by mediation, either party may refer the problem to the Employment Relations Authority for investigation and determination.

6. EMPLOYMENT COURT

If either party is dissatisfied with the determination of the Employment Relations Authority, it may appeal the Employment Relations Authority's determination to the Employment Court.

APPENDIX TWO - CODE OF CONDUCT – EMPLOYEE WARRANTIES

As a kaimahi of Te Oranganui you agree to (In all contexts including social media):

1. Represent Te Oranganui positively and uphold the values of kotahitanga, whanaungatanga, pono and tika;

2. Carry out your duties in an efficient, diligent and proper manner, giving your role the full benefit of your knowledge and experience;

3. At all times be respectful, courteous and helpful to all clients, other staff and stakeholders;

4. Comply with all reasonable and lawful instructions provided by Management;

5. Be punctual in attending the workplace and, during normal working hours, shall devote the whole of your time, attention and abilities to carrying out your duties. You agree to only be absent with proper authorisation;

6. Use your best endeavours to promote, develop and uphold Te Oranganui's work and reputation and not do anything to its detriment;

7. Only use Te Oranganui property, resources or funds for authorised purposes;

8. Maintain all qualifications, registrations, practicing certificates and insurances necessary for the performance of your duties legally and efficiently;

9. Respect the privacy of individuals and only use confidential information for the purposes for which it was intended;

10. Incur no liability on the part of Te Oranganui without proper authorisation;

11. Only communicate, make endorsements or provide references on behalf of Te Oranganui if you are specifically authorised to;

12. Actively manage conflicts of interest, declaring these where they do exist.

13. A breach of this clause by the Employee may result in disciplinary action including termination of employment.

EMPLOYEE WARRANTIES

This employment is at all times conditional upon:

1. The Employee having the legal right to live and work in New Zealand. The Employee agrees to provide the Employer with evidence of this status upon request;

2. The Employee's warranties in this clause 5.

The Employee warrants that:

1. The information the Employee has supplied the Employer in the recruitment process is true and complete in all respects and that the Employee has not withheld any information which is or may be relevant to the employment;
2. The Employee holds and maintains any relevant prerequisites, qualifications and/or status required for the role. This includes, but is not limited to, clean criminal conviction status, a driver's license and/or where relevant such other professional qualifications, required for this employment;
3. Should the status of any such relevant prerequisites, qualifications and/or status change, the Employee will notify the Employer immediately;
4. The Employee is not aware of any medical condition or latent injury which may adversely affect the Employee's ability to carry out the Employee's duties under this employment.

5. The Employee agrees that where the Employer determines that the Employee is in breach of any of the above warranties, the Employer may terminate the Employee's employment.

APPENDIX THREE - WAIORA HINENGARO SERVICES Duly Authorised Officer (DAO) Allowance

Employees who are designated by the employer as a Duly Authorised Officer (DAO) shall receive an annual allowance of $2500 per annum. This will be paid through the employee's fortnightly salary.

APPENDIX FOUR - INTELLECTUAL PROPERTY

Any original work, process, design or other material produced or to be developed in whole or part by the Employee arising out of his or her employment with Te Oranganui Trust shall remain the property of the Trust, who shall have full rights to such work, process, design or other material whether those rights are exercised in any form or not during the employment or cessation of the employment.

The Employee waives all moral rights which are recognised under the Copyright Act 1994 in respect of any such work and consents to the Trust turning the work to account or otherwise using it in such way as the Trust sees fit.

The Employee shall not remove any such work, or copies thereof, from the business premises of the Trust, except for normal trading purposes or with the express consent of the Trust.