Tōpūtanga Tapuhi
Kaitiaki o Aotearoa
NEW ZEALAND NURSES
ORGANISATION

TE RAU KŌKIRI

TE MANU TOROA

TE MANU TOROA

Collective Agreement

1 September 2026 – 31 August 2027

Contents

1.0 Te Tiriti o Waitangi 3
2.0 Te Tūāpapa 3
3.0 Nga Roopu Whakaminenga/Parties 4
3.0 Te Korowai o Te Runanga o Aotearoa/NZNO Coverage and Application 4
4.0 Te Tīmatatanga me te Whakaotinga/Term 5
5.0 Ngā Tikanga ke atu o te CA nei/Variation 5
6.0 Ngā Rārangi Korero Whakamarāma/Definitions 5
7.0 Ngā Haora hei Mahi/Hours of Work 7
8.0 Ngā wa Whakatā Paramanawa Hoki/Meal Breaks and Rest Periods 8
9.0 Moni Utua/Rates of Remuneration 9
10.0 Mahi Apiti / Call Back and On Call 10
11.0 Mahi Mutunga Wiki/Weekend Work 11
12.0 Kiwisaver 11
13.0 Whakautua Moni/Reimbursing Payments 11
14.0 Ngā Harerei Matua/Public Holidays 12
15.0 Wehenga a Tau/Annual Leave 13
16.0 Wehenga Māuiuitanga/Sick Leave 13
17.0 Wehenga Tangihanga/Bereavement Leave 14
18.0 Wehenga Mātua Whanau/Parental Leave 14
19.0 Wehenga Kooti Karauna/Jury Service/Witness Leave 14
20.0 Wehenga Mahi Tūroa/Long Service Leave 15
21.0 Family Violence Leave 15
22.0 Rā Oranga / Wellbeing Leave 15
23.0 Huihuinga o Te Rūnanga o Aotearoa/NZNO Meetings 16
24.0 Mana Tautoko Te Rūnanga o Aotearoa/NZNO Right of Entry 16
25.0 Ngā Karere o Te Rūnanga o Aotearoa / NZNO Delegate / Workplace Representative 17
26.0 Turanga Whanau Whakapakaritanga Te Rūnanga o Aotearoa / NZNO Employment Relations Education Leave 17
27.0 Kōrerorero Tiaki Whakahaere puta ke/Consultation and Management of Change 17
28.0 Kirimini Hapanga/Redundancy 19
29.0 Kaimahi Tiakitanga/Employee Protection Provision 19
30.0 Whakaritenga o Nga Whanau Whanui Whanau/Family Friendly Policies 20
31.0 Kōrero Muna Hei Tiaki/Confidentiality/Public Statements 20
32.0 Whakapakaritanga o Te Kaimahi/Professional Development 20
33.0 Te Tīkanga o Oritenga/Policies and Procedures 21
34.0 Whakaruruhau/Health and Safety 21
35.0 Mate Whawhati Tata/Accidents and Injuries 23
36.0 Nga Kākahu Tika/Uniforms and Protective Clothing 23
37.0 Utu a Wiki/Marama/Tau/Payment of Wages 24
38.0 Te Whakakāhore Mahi/Termination of Employment 24
39.0 Mauri Tu kei Whakaiti Tangata/Harassment Prevention 25
40.0 Whakatau te Rangimarie/Resolution of Employment Relations Problems 25
41.0 Te Tangohanga Putea Uniana/Deduction of Union Fees 26
APPENDIX 1 28

1.0 Te Tiriti o Waitangi

The parties acknowledge the importance of Te Tiriti o Waitangi as the basis of the relationship between Māori and the Crown, and the unique status of Māori as tangata whenua of Aotearoa/New Zealand.

2.0 Te Tūāpapa

Ko wai mātou? *(Who we are)*

Te Manu Toroa is a kaupapa Māori provider of health, wellbeing, and social services committed to improving the health, wellbeing, and aspirations of the people, whānau, and communities we serve throughout Tauranga Moana and the Western Bay of Plenty.
Since our establishment in 1997, we have worked alongside whānau to deliver integrated primary health care, mental health and addiction services, community health, and whānau support. We recognise that lasting wellbeing is achieved by building trusted relationships, working in partnership with whānau, and responding to the wider factors that influence health and quality of life.
We work in partnership with iwi, hapū, health providers, government agencies, community organisations, and other partners to achieve better outcomes for the people and communities we serve. Every person who joins Te Manu Toroa contributes to this shared purpose. Together, we work to make a positive and lasting difference for the whānau and communities we are privileged to serve.

Te Tūāpapa *(Our Foundation)*

At Te Manu Toroa, our work is guided by **Te Tūāpapa**. It provides the foundation for how we work alongside whānau, how we support one another as colleagues, and how we strive to achieve positive and lasting outcomes for the communities we serve.
Te Tūāpapa recognises that wellbeing is a journey. Every person and every whānau are unique, and our role is to walk alongside them with respect, compassion, and a commitment to achieving equitable outcomes. Regardless of our role within the organisation, each of us contributes to this shared purpose.

Ā Mātou Mātāpono *(Our Guiding Principles)*

At Te Manu Toroa, our values shape the way we work, the decisions we make, and the relationships we build every day. They guide how we support one another as colleagues, how we work alongside whānau, and how we serve our communities.

Tika
Doing what is right
We act fairly, ethically, and consistently in all that we do, striving to make decisions that uphold the mana of others and reflect our commitment to quality and equity.

Pono
Acting with honesty and integrity
We are open, accountable, and trustworthy in our actions. We build confidence through respectful communication, transparency, and doing what we say we will do.

Aroha
Leading with compassion

We treat others with kindness, empathy, dignity, and respect. We value each person's contribution and foster an environment where people feel welcomed, supported, and able to thrive.

Together, these principles shape our culture and guide the way we work with one another, with whānau, and with our communities. They provide the foundation for the employment relationship described in this Agreement and complement the legal rights and responsibilities that follow.

3.0 Nga Roopu Whakaminenga/Parties

In accordance with the Employment Relations Act 2000 this Collective Agreement (CA) is made between:
Te Manu Toroa Trust (The "Employer")
AND
The New Zealand Nurses Organisation (NZNO) (The "Union")

3.0 Te Korowai o Te Runanga o Aotearoa/NZNO Coverage and Application

3.0 This CA shall apply to all employees who are members of NZNO and who are employed in the following positions:

Medical Reception and Medical Administration
Midwives
Registered Nurses
Enrolled Nurses
PCPA/HCA (Hāpai Ora)
Mental Health & Addictions Whanau Support

3.1 At the time when the employee enters into an employment agreement with an employer, the Employer must:

a) Inform the employee – that a collective agreement exists and covers work to be done by the employee; and
b) 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
c) that during the first thirty days of the employee's employment, the employee's terms and conditions comprise –
    i) the terms and conditions in the collective agreement that would bind the employee if the employee were a member of the union;
    ii) 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.

3.2 The parties agree that any employee whose work is covered by the coverage clause of this agreement (clause 4.1 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.

3.3 If an employee covered by this agreement leaves the employment of the Employer then they shall no longer be covered by this agreement.

3.4 Existing employees who are covered by the coverage clause of this CA (clause 3.1) who become members during the term of the CA shall, from the date of becoming a union member, be bound by all benefits and obligations relating to employees under this CA.

3.5 **Impact on Individual Employment Agreements:** Where an employee on an individual employment agreement elects to be bound by this CA, 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 CA.

3.6 **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.

3.7 **No-Disadvantage:** The parties are committed to ensure there is no "overall disadvantage" to individuals due to any changes in core conditions at the date of this CA coming into force unless specifically agreed between the parties during the negotiations.

a) No employee shall be disadvantaged by taking a drop in take home pay for the same hours worked.
b) The methodology for determining any disadvantage shall be agreed between NZNO and the Employer parties. This may be done on the basis of a shift by shift analysis, or a fortnightly pay period analysis, as agreed.
c) Anniversary date salary movements shall not be used to offset disadvantage.
The Employer and NZNO will meet Kanohi ki te Kanohi to discuss any unsolved issues with respect to disadvantage.

4.0 Te Tīmatatanga me te Whakaotinga/Term

4.0 This CA shall come into force on 1 September 2026 and expire on 31 August 2027.

5.0 Ngā Tikanga ke atu o te CA nei/Variation

5.0 The parties may vary this agreement from time to time by written agreement signed by them or by their duly authorised representatives on their behalf (Employer advocates and NZNO). Any such variation will take effect as if it were incorporated into this agreement.

5.1 Any or all of the provisions of this agreement may be varied by agreement between the Employer and the NZNO. Any such variation will be committed to writing and signed by the parties to the variation.

6.0 Ngā Rārangi Korero Whakamarāma/Definitions

"Medical Administration & Medical Reception employee" means an employee who is wholly or substantially engaged in medical administration duties, including but not limited to those who undertake medical receptionist duties, 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.

"Kaiawhina /Community Health Worker" means an employee who is employed to assist whanau, hapu and iwi and wider community.

"Community Support Worker" means an employee who is employed to assist individual/whanau in the community.

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

"Employer" means the relevant employer employing the particular employee.

"Enrolled nurse" has the same meaning as in the Health Practitioners' Competence Assurance Act 2003 and its successors.

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

"Midwife" means a person who is qualified as a midwife under the Health Practitioners' Competence Assurance Act 2003 and its successors.

"Night Duty" means any duty in which the majority of the duty is worked between midnight and 5:00am on any day of the week.

"Ordinary time hourly rate of pay" shall be 1/2080 for employees who work 80 hours per fortnight.

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

"Registered Nurse" means a person as defined by the Health Practitioners' Competence Assurance Act 2003 as a Registered Nurse.

"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.

"Duty/shift" means a single, continuous period of work required to be undertaken by an employee, excluding on-call and call-back. A duty shall be defined by a starting and finishing time. Duties shall be morning (AM), afternoon (PM) duties or night duties. When a major part of a duty falls on a particular day the whole duty shall be regarded as being worked on that day.

"Shift work" means consecutive rostered shifts worked over a 24-hour period.

"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.

"PCPA" [Primary Care Practice Assistant; or Hāpai Ora]
means an unregulated healthcare support worker who provides administrative, clinical-support, and patient-flow assistance. A PCPA works under the direction and delegation of a registered health professional and may carry out tasks for which they have been trained and assessed as competent. The role supports general practitioners, nurses, and other members of the primary care team to improve service efficiency, patient access, and care coordination.

"HCA" [Healthcare Assistant; or Hāpai Ora]
means an unregulated healthcare worker who provides personal care, basic clinical support, and general assistance to patients and clinical staff. An HCA works under the direction and delegation of a registered health professional and performs duties for which they have been trained and deemed competent. The role supports safe patient care, comfort, mobility, and facility operations.

7.0 Ngā Haora hei Mahi/Hours of Work

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

7.1 The ordinary working hours of an employee employed full-time shall be either
- a) 80 per fortnight; or
- b) 40 per week; or
- c) the equivalent average in the case of a roster cycle exceeding a fortnight.

7.2 Employees will normally work 8 hours a day/shift in duration. Shifts shall be no less than 4 hours per day except by mutual agreement between the employee and Employer.

7.3 The Employer's operating hours are currently 8am-6pm, Monday to Friday. This may be varied following consultation with affected employees. Occasional weekend work may be required.

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

7.5 Where rosters are worked they will be published at least 28 days prior to the commencement of the roster. Changes in rosters, once posted, shall be by mutual agreement. Such agreement will not be unreasonably withheld.

7.6 Except by mutual agreement every employee shall have two periods of at least 24 hours off duty each week, and except in the case of emergencies or by agreement, these shall be consecutive.

7.7 A minimum break of nine hours shall be allowed between rostered shifts unless mutually agreed between the Employer and the employee or in exceptional circumstances.

7.8 Employees may exchange shifts or duties by mutual agreement and with the prior approval of the Employer. In this case, no additional payment (e.g. TOIL) shall apply.

7.9 Employees who undertake required training outside their normal hours of work will be granted time in lieu or ordinary pay as determined by Employer policy on an hour by hour basis for up to 8 hours per day. Employees may be required to undertake up to 32 hours of training outside of normal work hours per year.

7.10 Where the Employer requires employees to attend classes of instruction or examinations during their normal working hours the time spent shall be paid at the employees' ordinary time rate of pay but shall not count as time worked for the purposes of calculation of any overtime entitlements.

7.11 Duties, once commenced, shall be continuous (ie no split shifts) unless otherwise agreed between the Employer and the employee.

7.12 **Additional Provisions for Employees working Alternative Rosters:**

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

b) Alternative hours of work may be implemented by agreement between the Employer and the employees directly affected. It is recognised employees have the ability to consult NZNO before such agreement is reached.

7.13 Employees may request flexible working arrangements in accordance with Part 6AA of the Employment Relations Act 2000.

8.0 Ngā wa Whakatā Paramanawa Hoki/Meal Breaks and Rest Periods

In relation to subclauses 8.1 to 8.4, meal breaks and rest periods will be taken in a culturally appropriate manner and in a way that is consistent with organisation policy.

8.0 Except when required for urgent or emergency work and except as provided in 8.2 below, no employee shall be required to work for more than five hours continuously without being entitled to a meal break of not less than half an hour.

8.1 An employee unable to be relieved from work for a meal break shall be entitled to have a meal while on duty and this period shall be regarded as working time. The employee shall comply with the Employer's policy as to where on the premises the meal may be taken.

8.2 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, and the equivalent breaks for night duty where these occur during duty, shall be recognised as time worked.

8.3 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the Employer when the break is taken on the premises. This shall not apply when employees are working offsite.

9.0 Moni Utua/Rates of Remuneration

9.0 Minimum Rates of pay are as recorded below

Current Rates (2026-27)

		$ Per Hour
Registered / Community Nurse	Step 7	$ 48.87
	Step 6	$ 47.45
	Step 5	$ 46.07
	Step 4	$ 41.46
	Step 3	$ 39.24
	Step 2	$ 36.95
	Step 1	$ 34.12

			$ Per Hour
Designated Senior Nurse	Grade 1	Step 1	$ 49.00
		Step 2	$ 50.88
		Step 3	$ 54.34
	Grade 2	Step 1	$ 51.82
		Step 2	$ 53.70
		Step 3	$ 57.27
	Grade 3	Step 1	$ 54.63
		Step 2	$ 56.54
		Step 3	$ 60.17
	Grade 4	Step 1	$ 56.54
		Step 2	$ 58.41
		Step 3	$ 62.11
	Grade 5	Step 1	$ 58.41
		Step 2	$ 60.30
		Step 3	$ 63.39
	Grade 6	Step 1	$ 61.52
		Step 2	$ 64.87
		Step 3	$ 68.20
		Step 4	$ 73.68

		$ Per Hour
Nurse Practitioner Grade 6	Step 4	$ 73.68
	Step 3	$ 68.20
	Step 2	$ 64.88
	Step 1	$ 61.52

		$ Per Hour
PCPA / HCA / Hāpai Ora / Whanau Support	Step 4	$ 30.99
	Step 3	$ 30.47
	Step 2	$ 29.93
	Step 1	$ 29.41

		$ Per Hour
EN	Step 5	$ 37.74
	Step 4	$ 36.54
	Step 3	$ 35.35
	Step 2	$ 32.80
	Step 1	$ 31.34

		$ Per Hour
Medical receptionist	Step 4	$ 30.93
	Step 3	$ 30.41
	Step 2	$ 29.88
	Step 1	$ 29.36

Notes:

1. *Placement on the scale of new employees or new union members shall be by agreement with the Employer.*
2. *Employees on full-time study leave or parental leave (with or without pay), shall continue to receive annual progression increments to which they would have been otherwise entitled.*

9.1 Overtime for all hours is defined worked in excess of the ordinary working hours (either 8 hours in a day, or 40 hours in a week). All overtime is paid at the time-and-a-half (T1.5).

9.2 In lieu of payment for overtime the Employer and employee may jointly agree for the employee to take equivalent (i.e. one hour overtime for one and a half hours ordinary time off) paid time off work at a mutually convenient time.

a) TOIL balances may accrue up to a maximum of five (5) working days. Once this maximum balance has been reached, any additional overtime worked will be paid in accordance with the overtime provisions of this Agreement.
b) Employees are encouraged to take accrued TOIL as soon as reasonably practicable. TOIL must be taken at a time mutually agreed between the employee and the Employer, having regard to both operational requirements and the employee's preferences.
c) Accrued TOIL must be used within six (6) weeks of the date on which it was accrued.
d) Any TOIL not taken within six weeks of accrual will be paid out at the rate it was accrued in the first practicable pay cycle following the expiry of that period.
e) On termination of employment, any accrued and untaken TOIL balance will be paid to the employee in the employee's final pay.

9.3 Where an employee is required by their Group Manager to perform 'higher duties' the Employer may agree to pay an Higher Duties Allowance.

a) An employee who is required by the Employer to perform substantially all of the duties and responsibilities of a position classified at a higher level than their substantive position for a continuous period of five (5) working days or more shall be paid a Higher Duties Allowance for the period during which those duties are performed.
b) The allowance shall be paid from the first day of the higher duties assignment and will be paid at the rate of $200 per week.
c) The requirement to perform higher duties must be authorised by the Employer.
d) Payment of a Higher Duties Allowance does not constitute a promotion, permanent appointment, or variation to the employee's substantive position and will cease when the higher duties assignment concludes.

9.4 Automatic annual progression will apply upon completion of each one-year anniversary of employment as follows:

a) Registered/Community Nurses (steps 1-7)
b) Enrolled Nurses (steps 1-4)
c) PCPA/HCA/Whanau Support, and Medical Receptionist (steps 1-4)
d) DSN (steps within the respective grade)

10.0 Mahi Apiti / Call Back and On Call

10.0 A call-back only occurs where:

a) an employee who has finished work for the day, and left work; is then requested to return to work; or,
b) an employee is called back before their normal (or rostered) starting time and does not continue until such normal (or rostered) starting time.

10.1 Where a call-back occurs, a minimum payment of two (2) hours is payable; or actual working and travelling time (whichever is the greater)".

10.2 No on-call provisions are currently in place.

11.0 Mahi Mutunga Wiki/Weekend Work

11.0 Weekend work must be pre-approved by a Group Manager. An employee who is requested (and agrees) to work over a weekend, will be paid time and a half for any hours worked. This may be taken as time-in-lieu at the request of the employee.

12.0 Kiwisaver

12.0 The KiwiSaver Act 2006 requires employers to automatically enrol all eligible new employees into the overall KiwiSaver scheme.

12.1 Under the Act the Employer is required to provide all eligible new employees with a KiwiSaver information pack (KS3) within 7 days of the employee starting the new employment.

12.2 The Employer will make compulsory contributions to an eligible employee's KiwiSaver scheme as required. The employee must decide how much their own contributions will be (3.5%, 4% , 6%, 8% or 10%) and the Employer will deduct this from their pay. If the employee does not specify this, the default rate is currently 3.5% (4.0% from 1 April 2028).

12.3 Employer contributions are paid in addition to the wage rates specified in this agreement.

12.4 Employees who are automatically enrolled may opt out of KiwiSaver between 14 and 56 days after their first day of employment; in accordance with the Act.

13.0 Whakautua Moni/Reimbursing Payments

13.0 **Annual Practising Certificate**

For those employees where superior entitlements to these were available, such entitlements shall be retained by the individuals concerned.

Where an employee is required by law to hold an annual practising certificate, the cost of the certificate, shall be met by the Employer provided that:

a) It must be a statutory and/or contractual 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) The Employer will only pay one APC unless there are operational requirements for an employee to maintain more than one APC.

13.1 Travelling Expenses and Incidentals

a) When travelling on Employer business, the employee will be reimbursed for authorised costs on an actual and reasonable basis on presentation of receipts.

b) Employees are required to book an organisation vehicle for travel purposes. Employees who are instructed to use their motor vehicles on Employer business shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time. Employees who choose to use their own vehicle instead of a Trust vehicle for business will be reimbursed one way at the IRD mileage rates. Insurance for business use of a private vehicle is the employee's responsibility.

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

14.0 Ngā Harerei Matua/Public Holidays

For those employees/workplaces where superior entitlements to these were available, such entitlements shall be retained by the individuals/workplaces concerned.

14.0 The following days shall be observed as public holidays:

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

14.1 When employees work on a public holiday they will be paid at time and a half the ordinary time hourly rate of pay (T1.5) for each hour worked. The employee shall also be granted an alternative holiday, if the day would otherwise be a working day for the employee. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.

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

14.3 An employee who is on call on a public holiday as provided above, but is not called in to work, shall be granted an alternative holiday, except where the public holiday falls on a Saturday or Sunday and its observance is transferred to a Monday or Tuesday which the employee also works. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.

14.4 Those employees who work a night shift which straddles a public holiday, shall be paid at public holiday rates for those hours which occur on the public holiday and the applicable rates for the remainder of the shift. The alternative holiday shall apply in respect to the day on which the majority of hours are worked.

14.5 Part-time employees –

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

b) Where a part-time employee's days are not fixed, the employee shall be entitled to public holiday provisions if they worked on the day of the week that the public holiday falls more than 40 % of the time over the last three months. Payment will be relevant daily pay.

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

15.0 Wehenga a Tau/Annual Leave

15.0 Employees, other than casuals, shall be entitled to 4 weeks annual leave, taken and paid in accordance with the Holiday Act 2003.

a) For those employees where superior entitlements to these were available, such entitlements shall be retained by the individuals concerned.

b) Casual employees shall be paid 8% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement.

15.1 **Conditions:**

a) Annual leave may be granted in one or more periods. In accordance with the Holidays Act 2003, the employee shall be given the opportunity to take two weeks leave at one time.

b) Annual leave is able to be accrued to a maximum of two years entitlement with the agreement of the Employer.

c) Annual leave shall be taken to fit in with service/work requirements and the employee's need for rest and recreation.

d) Employees shall be entitled to annual leave on a pro rata basis.

16.0 Wehenga Māuiuitanga/Sick Leave

The following Sick Leave provisions shall apply:

16.0 From commencement of employment, an employee shall be entitled to ten (10) working days paid sick leave for each subsequent twelve months of employment.

a) For those employees where superior entitlements to these were available, such entitlements shall be retained by the individuals concerned.

b) From completion of three continuous years' service, this sick leave entitlement shall increase to twelve (12) working days paid sick leave for each subsequent 12 months of employment.

16.1 A medical certificate may be required to support the employee's claim for sick leave. If a medical certificate is required for an absence of less than three calendar days, then the Employer shall meet the cost of that certificate.

16.2 The provisions of this clause are inclusive of the sick leave provisions of the Holidays Act 2003.

16.3 The employee can accumulate their entitlement up to a maximum of 30 days.

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

16.4 At the Employer's discretion an employee may be granted sick leave in advance of their entitlement. The Employer and employee may agree that this is to be deducted from the employee's next entitlement. Any negative sick leave balance may be deducted from an employee's final pay.

16.5 Sick leave may be utilised where the employee requires surgery or leave for health screening.

16.6 The Employer may grant an employee leave on pay as a charge against sick leave entitlement when the employee must, because of an emergency, stay at home to care for their spouse/partner or a person

who depends for care on the employee. This person would, in most cases, be the employee's child, spouse/partner or other dependent family member.

a) Approval is not to be given for absences during or in connection with the birth of an employee's child. Annual leave or parental leave should cover such a situation.

b) At the Employer's discretion, an employee may be granted leave without pay, where the employee requires time away from work to look after a seriously ill member of the employee's family.

c) The production of a medical certificate or other evidence of illness may be required.

16.7 During periods of leave without pay, sick leave entitlements will not continue to accrue.

17.0 Wehenga Tangihanga/Bereavement Leave

17.0 From commencement of employment, an employee shall be entitled to bereavement leave as follows in accordance with the Holidays Act 2003.

- 5 days leave on the death of the employee's spouse/partner, or child (including a miscarriage or still birth),
- 3 days leave on the death of the employee's parent, brother or sister, grandparent, grandchild or spouse's parent.
- 1 days leave on the death of any other person, of whom the Employer accepts that the employee has suffered a bereavement. The Employer will consider relevant factors include:
  - The closeness of association between the employee and the deceased person,
  - Whether the employee has significant responsibilities for all or any of the arrangements for the ceremonies relating to the death,
  - Any cultural responsibilities of the employee in relation to the death.

17.1 If bereavement occurs while an employee is absent on annual leave, sick leave on pay or any other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of the clause above. This provision will not apply if the employee is on leave without pay.

17.2 In granting time off, and for how long, the Employer must administer these provisions in a culturally appropriate manner, especially in the case of Tangihanga.

17.3 The Employer agrees that on application, it may be appropriate to grant leave without pay in order to accommodate various bereavement needs not recognised above.

The provisions of this clause are inclusive of the bereavement leave provisions of the Holidays Act 2003.

18.0 Wehenga Mātua Whanau/Parental Leave

18.0 The provisions of the Parental Leave and Employment Protection Act 1987 and the Parental Leave and Employment Protection (Paid Parental Leave) Amendment Act 2002 will apply.

19.0 Wehenga Kooti Karauna/Jury Service/Witness Leave

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

19.1 An employee called for jury service shall advise the Employer as soon as practicable.

19.2 Where the employee is required to serve on a jury and the option of making application for exemption is not exercised, the employee shall be granted paid jury service leave for up to a maximum of 5 days. Any additional days beyond the first 5 days leave can be taken as annual leave or leave without pay.

19.3 While the employee is receiving paid jury service leave, the employee upon receipt of payment from the Court for jury service shall pass this payment onto the Employer but may retain expenses. Where annual leave or leave without pay is granted, or where work attendance is not affected by the jury service, the employee may retain the juror's fees and expenses paid.

19.4 Any time during normal working hours when the employee is not required by the Court, the employee is to report back to work where this is reasonable and practicable.

19.5 Where an employee is required to be a witness in a matter arising out of their current employment, they shall be granted paid leave at the relevant daily pay. The employee is to pay any fee received to the Employer but may retain expenses.

20.0 Wehenga Mahi Tūroa/Long Service Leave

20.0 An employee shall be entitled to a one-off 1 week of Long Service Leave after each 5 years of current continuous service (i.e. at 5 years, 10 years; and so on). This shall be paid and taken in the same manner as Annual Leave.

21.0 Family Violence Leave

21.0 From commencement of employment an employee will be entitled up to 10 days Family Violence leave in accordance with the Holidays Act 2003. An employee will also be entitled to request flexible work arrangements for a period of up to two months in accordance with the Employment Relations Act 2000.

22.0 Rā Oranga / Wellbeing Leave

22.0 Upon completing twelve (12) months' continuous employment (on or after 1 September 2026), an employee will be credited with one (1) day of paid Wellbeing Leave.

22.1 The entitlement is available for use during the following twelve (12) months only. Any unused entitlement will expire at the end of that period and will not accumulate from year to year.

22.2 Following each completed year of continuous employment, the employee will receive a further one (1) day of paid Wellbeing Leave on the same basis.

22.3 Wellbeing Leave is intended to support an employee's personal wellbeing and may be taken for any wellbeing-related purpose approved by the Employer.

22.4 Requests for Wellbeing Leave should be made as far in advance as reasonably practicable and will be subject to the Employer's operational requirements. Approval will not be unreasonably withheld.

22.5 Payment for Wellbeing Leave will be at the employee's Relevant Daily Pay, or Average Daily Pay where applicable, in accordance with the Holidays Act 2003.

23.0 Huihuinga o Te Rūnanga o Aotearoa/NZNO Meetings

23.0 Union members shall, in each calendar year, be entitled to up to at least two union meetings (each of a maximum of 2 hours duration) without loss of ordinary pay, provided that each of the following conditions is fulfilled:

a) At least 14 days' notice of the meetings shall be given.

b) Work shall resume as soon as practicable after the finish of the meeting. The Employer shall not be obliged to pay any union member for a period greater than two hours in respect of any union meeting.

23.1 Only union members who actually attend a union meeting during their working hours shall be entitled to pay in respect of that meeting and to that end the union shall supply the Employer with a list of members who attended and shall advise the Employer of the time the meeting finished.

23.2 The union shall make such arrangements with the Employer as may be necessary to ensure that the Employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the Employer's operation to continue.

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.

24.0 Mana Tautoko Te Rūnanga o Aotearoa/NZNO Right of Entry

24.0 The authorised union representative shall be able at all reasonable times to be upon the premises for purposes related to the employment of its members and/or the union's business, in accordance with Sections 20 and 21 of the Employment Relations Act 2000.

24.1 A representative of a union exercising the ability to enter a workplace must, at the time of the initial entry and, if requested by the Employer or a representative of the Employer or by a person in control of the workplace, at any time after entering the workplace:

a) give the purpose of the entry; and

b) produce:

i) evidence of his/her identity; and

ii) evidence of his or her authority to represent the union concerned.

24.2 If a representative of a union exercises the ability to enter a workplace and is unable, despite reasonable efforts, to find the Employer or a representative of the Employer or the person in control of the workplace, the representative must leave in a prominent place in the workplace a written statement of—

a) the identity of the person who entered the premises; and

b) the union the person is a representative of; and

c) the date and time of entry; and

d) the purpose or purposes of the entry.

24.3 Nothing in subclauses 21.1 to 21.3 allows an Employer to unreasonably deny a representative of a union access to a workplace.

25.0 Ngā Karere o Te Rūnanga o Aotearoa / NZNO Delegate / Workplace Representative

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

25.1 Delegates shall endeavour to involve management at an early stage in the case of problems or disputes brought to the delegate's attention which need to be resolved. It is recognised delegates have the ability to seek advice from NZNO prior to involving management.

26.0 Turanga Whanau Whakapakaritanga Te Rūnanga o Aotearoa / NZNO Employment Relations Education Leave

26.0 The Employer shall grant leave on pay for employees' party to 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

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

a) an eligible employee who normally works 30 hours or more during a week is to be counted as 1:
b) an eligible employee who normally works less than 30 hours during a week is to be counted as one-half.
c) an eligible employee means an employee who is a member of a union

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.

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

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.

27.0 Kōrerorero Tiaki Whakahaere puta ke/Consultation and Management of Change

27.0 **Management of Change**

a) Consultation between the Employer, its employees and the union is essential on substantive matters of mutual concern and interest. Effective communication between the parties will allow for:
   i) improved decision making
   ii) greater cooperation between Employer and employees; and
   iii) a more harmonious, effective, efficient, safe and productive workplace

b) The Employer recognises the role of the employee's staff delegate and the NZNO in assisting in the positive Management of Change.

c) 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.

d) 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.

27.1 **Consultation**

a) 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 mere prior notification.

b) 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.

c) 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.

d) Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.

e) The consultation process will give employees affected, or likely to be affected, by any significant change to staffing, structures or work practices, 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.

f) The process will generally include, but not necessarily be confined to the following:
   i) Management will meet with employees likely to be affected and the NZNO organiser/delegate to outline the possibility of change, looking at the current situation and the future, given the factors that could give rise for the change.
   ii) Management will develop a plan or proposal with options that include possible implications in relation to staffing changes.
   iii) The plan or proposal will be circulated to employees likely to be affected and the NZNO organiser/delegate, with a request for submissions within a reasonable and specified timeframe. Alternative proposals or options should demonstrate that the objectives

could be met. Management will meet with employees and the NZNO organiser/delegate for clarification of issues arising from the plan or proposal.

iv) Once submissions have been considered, management will make the final decision, and work with the NZNO organiser/delegate to finalise the implementation plan.

v) It is agreed that consideration will be given and maintained in the Employer's basic rights and obligations to operate the business in an efficient, businesslike, safe and professional manner.

28.0 Kirimini Hapanga/Redundancy

28.0 For the purpose of this Agreement, redundancy is defined as a condition in which the Employer has staff surplus to requirements because of reorganisation, contractual change or the closing down of all or part of the Employer's operation.

28.1 The Employer shall provide a minimum of four weeks written notice of an impending redundancy (this is inclusive of and not in addition to the notice in the termination clause) to the affected employees and shall endeavour to redeploy affected employees.

28.2 An Employer will endeavour to provide the employee with a longer period of notice that at least reflects the period of notice referred to in the service contract with the relevant funder.

28.3 During the period of notice the employee shall be entitled to a maximum of 40 hours for CV preparation, attending job interviews, travel and time attending counselling by agreement with the Employer, without loss of pay. These benefits may be increased at the discretion of the Employer in consultation with the employee.

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

28.5 No redundancy compensation shall normally be payable however this is not precluded by agreement.

29.0 Kaimahi Tiakitanga/Employee Protection Provision

29.0 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:

a) 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.

b) 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 in the same location and with duties within the employee's capabilities, 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.

c) 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 31.1 b) above, no redundancy situation will arise, and the employee will not be entitled to receive redundancy compensation or additional notice as specified in 30.6 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.

d) In the event that the contractor/service provider is not prepared to offer the employee employment in terms of 31.1 b) above, the employee will be entitled to notice of termination as specified in clause 30.2 and will remain entitled to the provisions of Clause 30.

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

30.0 Whakaritenga o Nga Whanau Whanui Whanau/Family Friendly Policies

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

31.0 Kōrero Muna Hei Tiaki/Confidentiality/Public Statements

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

31.1 Under no circumstances will an employee make use of, divulge or communicate confidential information to any person either during the term of this agreement or at any time after the termination of this agreement.

31.2 This shall not prevent registered health professionals from making appropriate ethical/ professional disclosures regarding individual patient clinical status and associated legal issues in accordance with the provisions of the Privacy Act 2020. The registered health professional will give the Employer prior notification of such disclosures.

32.0 Whakapakaritanga o Te Kaimahi/Professional Development

32.0 The Employer and employee are committed to staff education and development. Employees will be actively encouraged to attend educational courses relevant to their position/professional/educational development and of benefit to the Employer. The Employer will endeavour to financially partner with the employee to this end.

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

32.2 Paid leave to meet organisational and service requirements, and those HPCA requirements not otherwise addressed in this clause (including staff meetings and in-service training) shall be granted in addition to the above provisions. The Employer will meet any associated costs.

32.3 Professional/educational development leave will be granted at ordinary time and shall not accumulate from one year to the next.

32.4 It is acknowledged that designated senior nurses/midwives may require up to an additional 10 hours per calendar year of paid opportunities for development.

32.5 The Employee may be required to sign a training agreement (for non-mandatory training only) agreeing to repay all or part of the cost, if they leave within a 12 month timeframe following registration or completion of training.

33.0 Te Tīkanga o Oritenga/Policies and Procedures

33.0 All employees covered by the Agreement shall comply with the Employer's policies and procedures in force from time to time, to the extent that such policies and procedures are not inconsistent with the terms and conditions of this Agreement.

33.1 The employee will be consulted regarding any additions/amendments to those policies and procedures, where such additions/amendments have a material effect on employees' conditions of employment.

33.2 Leave without pay may be taken by mutual agreement between the employee and the Employer.

34.0 Whakaruruhau/Health and Safety

34.0 The Employer shall comply with the provisions of the Health and Safety at Work Act 2015 and subsequent amendments concerning safety, health and welfare matters. The parties to this agreement agree that employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of employees shall be taken.

34.1 It shall be the responsibility of the Employer to ensure that the workplace meets required standards and that adequate and sufficient safety equipment is provided.

34.2 It shall be the responsibility of every employee covered by this agreement to work safely and to report any hazards, accidents or injuries as soon as practicable to their supervisor.

34.3 It is a condition of employment that safety equipment and clothing required by the Employer is to be worn or used by the employee and that safe working practices must be observed at all times.

34.4 Attention is also drawn to the Employer's policies and procedures on health and safety.

34.5 Where there is an Employee Participation Agreement in place, the Employer recognises that to fulfil their function health and safety delegates require adequate training, paid time and facilities.

34.6 **Election of Health & Safety Representatives (HSRs**)

a) At each worksite covered by this collective, the Employer shall ensure that employees may elect

Health & Safety Representatives (HSRs) in accordance with the Health and Safety at Work Act 2015 ("HSWA").

b) HSRs shall have the powers and functions prescribed by the HSWA, including (but not limited to) inspecting workplace conditions, investigating hazards, issuing Provisional Improvement Notices, and stopping work in circumstances of serious risk.

34.7 Health & Safety Committee

a) The practice shall have a Health & Safety Committee (or formal recognition thereof) with representation from the Employer, the HSR(s), and employee/union nominated representatives.

b) The Committee shall meet at least quarterly, or more frequently if required by local circumstances.

c) Responsibilities of the Committee will include:

i) reviewing the Employer's health & safety systems and procedures;

ii) monitoring reports of incidents, near misses, hazards, unsafe practices;

iii) reviewing and advising on staffing levels, workload, fatigue risk;

iv) making recommendations to the Employer to mitigate risk;

v) facilitating communication between employees, HSRs, and management on health & safety matters.

34.8 Training & Capacity for HSRs

a) The Employer shall ensure that all elected HSRs receive the approved training required under HSWA, at the Employer's expense.

b) HSRs shall be granted paid leave/time during working hours to attend such training.

c) HSRs shall also be afforded paid time during their working hours to carry out their functions including, but not limited to: inspections; investigations of hazards or incidents; consultations with employees; attending Health & Safety Committee meetings; and raising health & safety issues with management.

34.9 Right to Refuse Unsafe Work / Stop Work Procedure

a) The parties acknowledge employees' statutory right under the HSWA to refuse or stop work when they reasonably believe a serious risk to health or safety exists.

b) The Employer shall maintain a procedure for raising, investigating and resolving employee or HSR concerns about unsafe or hazardous work, with clear timelines and feedback.

c) No employee shall be penalised, disciplined or disadvantaged for refusing unsafe work or for acting in good faith as a HSR in relation to safety concerns.

34.10 Safe Staffing / Workload Monitoring

a) The Employer shall ensure workloads and caseloads are managed so as not to create undue risk to health, safety or wellbeing of employees.

b) Where explicit workload or staffing limits are not practicable, the Employer shall implement systems to monitor workload levels, fatigue, understaffing or similar risk factors, and take steps to mitigate risk.

c) HSRs and the Health & Safety Committee shall be consulted in developing, reviewing and applying these monitoring and mitigation systems.

34.11 Protection from Reprisals / Whistle-blowing

a) No employee shall suffer any form of adverse action, whether dismissal, discipline, or any other negative consequence, for:

i) raising health & safety concerns;

ii) acting as a Health & Safety Representative or participating in the Health & Safety

Committee;

iii) being involved in incident/near miss reporting or investigations; or

iv) making use of any right under the HSWA.

b) The Employer shall ensure that all employees are aware of these protections, including as part of induction and ongoing training.

34.12 Review & Reporting

a) The Employer shall provide Health & Safety performance reports at least annually (or more often if required) to the Health & Safety Committee and the Union, which shall include: incidents, near misses, hazard reports; investigation outcomes; workload/fatigue metrics; staffing trends; and actions taken or planned.

b) Employees shall have access to a clear, accessible and non-punitive system for reporting hazards, near misses and incidents.

34.13 Dispute Escalation

a) Where health & safety issues cannot be resolved through consultation, or in the Health & Safety Committee, the Union or HSRs may initiate the dispute resolution procedure under this collective agreement

b) Either party may also, in cases of serious or unresolved risk, refer the matter to WorkSafe New Zealand for investigation or intervention in accordance with the HSWA.

35.0 Mate Whawhati Tata/Accidents and Injuries

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

35.1 An employee who has completed the Employer's internal incident reporting process for a work-related injury, and whose injury has been accepted by ACC, will be entitled to a top-up payment while receiving ACC weekly compensation. The Employer will supplement ACC weekly compensation to 100% of the remuneration the employee would have received had they been at work. This entitlement will apply for a maximum period of eight (8) weeks from the commencement of ACC weekly compensation. Any additional leave required beyond this period may be reviewed and approved by the Employer on a case-by-case basis at the discretion of the CEO

36.0 Nga Kākahu Tika/Uniforms and Protective Clothing

36.0 Where an Employer requires an employee to wear a uniform, it shall be provided free of charge, but shall remain the property of the Employer. This sub clause does not apply in the event that the employee wears their own clothing within broad requirements such as wearing of certain colours.

36.1 Suitable protective clothing shall be provided at the Employer's expense where the duty involves a risk of excessive soiling or damage to uniforms or personal clothing or a risk of injury to the employee.

36.2 Damage to personal clothing – An employee shall be reasonably compensated for damage to personal clothing worn on duty, or reimbursed dry cleaning charges for excessive soiling to personal clothing worn on duty, provided the damage or soiling did not occur as a result of the employee's negligence, or failure to wear the protective clothing provided. Each case shall be determined on its merits by the

Employer.

37.0 Utu a Wiki/Marama/Tau/Payment of Wages

37.0 Employees will be paid weekly or fortnightly in arrears by direct credit. Where errors, other than overpayment, have occurred as a result of Employer action or inaction, corrective payment must be made within three working days of the error being brought to the Employer's attention.

37.1 Where an employee has taken leave in advance of it becoming due, and the employee leaves before the entitlement has accrued, the Employer will deduct the amount owing in excess of entitlement from the employee's final pay.

37.2 Deductions may be made from remuneration for any absence due to the default of the employee or for sickness in excess of paid sick leave entitlement or compensatible accident. Any monies owed by the employee to the Employer upon termination will be deducted from the employee's final pay.

37.3 The employees shall complete timesheets as required by the Employer. Wherever practicable any disputed items shall not be changed without first referring it to the affected employee.

37.4 In the event of an overpayment of remuneration the Employer and employee shall agree on reasonable repayments by deduction from wages / salary, except upon termination where any remaining overpayment may be recovered in full from any monies owed by the Employer to the employee. Where agreement cannot be reached following discussion, the Employer may deduct the overpayment either in full or by way of instalments provided 10 working days notice is provided and that any single deduction will not exceed 5% of net pay.

37.5 The Employer shall endeavour to direct credit payment of wages into the employee's bank account one clear banking day prior to a public holiday.

38.0 Te Whakakāhore Mahi/Termination of Employment

38.0 **Notice Period**

Employees may terminate the employment agreement with four (4) weeks written notice, unless otherwise negotiated with the Employer. Agreement for a shorter notice period will not be unreasonably withheld.

The Employer may terminate the employment agreement with four (4) weeks written notice.

When the agreed notice is not given, the unexpired notice may be paid or forfeited by the party failing to give the agreed notice.

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

38.1 **Abandonment of Employment**

An employee absent from work for three consecutive working days without notification to the Employer or without appropriate authorisation from the Employer will be considered by the Employer

as having terminated their employment without notice, unless the employee is able to show they were unable to fulfil their obligations under this section through no fault of their own. The Employer will make all reasonable efforts to contact the employee during the three day period of absence.

38.2 **Termination of Medical Grounds:**

The Employer may terminate employment by giving one (1) month's notice if as a result of injury or illness an employee is incapable of the full performance of their entire duties.

Before taking any action under this clause, the Employer may require an employee to undergo a medical examination by a medical practitioner nominated by the Employer. The Employer shall take into account any report or recommendations made available to them as a result of that examination, together with any other relevant medical reports or recommendations.

39.0 Mauri Tu kei Whakaiti Tangata/Harassment Prevention

39.0 The parties recognise that harassment in the workplace is totally unacceptable. It is the responsibility of the employee to familiarise themselves with the relevant policy on harassment and the responsibility of the Employer to communicate the extent of this policy and make it accessible to all employees.

39.1 Harassment can take many forms, including sexual harassment, bullying, racial harassment, violence and other forms of intimidating behaviour.

39.2 Harassment complaints will be taken seriously and the Employer undertakes to address these with sensitivity and impartiality.

40.0 Whakatau te Rangimarie/Resolution of Employment Relations Problems

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.

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

a) The employee is entitled to seek representation at any stage during the process. Help with an employment relations problem is available from within the work place (employee manager) or outside the workplace (MBIE 0800 800 863), or a union, an advocate or a lawyer.
b) If the matter is unresolved either party is entitled to seek mediation from the Ministry of Business, Innovation and Employment (MBIE) or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)

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

a) has been unjustifiably dismissed; or

b) has had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by the Employer; or
c) has been discriminated against his/her employment; or
d) has been sexually harassed in his/her employment; or
e) has been racially harassed in his/her employment; or
f) has been subjected to duress in relation to union membership.

If the employment relationship problem is a personal grievance, the employee must raise the grievance with the Employer within a period of 12 months for claims of sexual harassment, or 90 days for all other matters, beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee, whichever is the latter.

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

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

41.0 Te Tangohanga Putea Uniana/Deduction of Union Fees

41.0 The Employer shall deduct employee NZNO fees from the wages/salaries of employees when authorised in writing by members and shall remit such subscriptions to the NZNO at agreed intervals.

Signed this 21 day of October 2026		
AUTHORISED Representative of the NZ NURSES ORGANISATION Signature:  Name: Melissa Jacobsen		AUTHORISED Representative of Te Manu Toroa Trust Signature:  Name: Pat Cook

APPENDIX 1

GRIEVANCE PROCEDURE

(Employment Relations Act 2000 Part 9 & Korero tahi Kaupapa)

