Sexual Wellbeing Aotearoa

# Collective Agreement 2025 - 2026

NEW ZEALAND NURSES ORGANISATION | TŌPŪTANGA TAPUHI KAITIAKI O AOTEAROA

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# NEW ZEALAND FAMILY PLANNING ASSOCIATION
# TRADING AS SEXUAL WELLBEING AOTEAROA
(Hereinafter referred to as Sexual Wellbeing Aotearoa)
# COLLECTIVE AGREEMENT


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# SEXUAL WELLBEING AOTEAROA

# COLLECTIVE AGREEMENT

## 1. TERM OF AGREEMENT

(a) This agreement shall be deemed to have come into force on 18 March 2025 and shall continue in force until 31 March 2026.

## 2. NATURE OF THE AGREEMENT

(a) This is a collective agreement made pursuant to the Employment Relations Act 2000. The parties to this agreement agree to the terms and conditions outlined in this document.

(b) Any or all of the provisions of this agreement may be varied by agreement between the parties and the employees directly affected by the proposed variation.

(c) Any variation to the agreement will be subject to NZNO's ratification process.

(d) Nothing in this agreement prevents an employee entering into an agreement with the employer that contains additional terms beyond those set out. Such agreement will be recorded in writing and signed by both the employer and the employee.

## 3. PARTIES

The parties to this agreement are:

(a) The New Zealand Family Planning Association (Inc) ["*the employer*"]; *("Sexual Wellbeing Aotearoa")*
and

(b) The New Zealand Nurses Organisation ["*the union*"]"

## 4. COVERAGE

(a) This collective agreement shall cover employees of Sexual Wellbeing Aotearoa who are members of the New Zealand Nurses Organisation and who are engaged within the classifications provided for in clause 5 of this agreement.

(b) Notwithstanding subclause (a) of this clause, this agreement shall not apply to the following staff:

- management staff, including the Chief Executive and positions within the Senior Leadership team, Health Promotion Team Leader, Health Promotion Advisor, and Clinic Managers.

## 5. NATURE OF EMPLOYMENT

### 5.1 Fixed Term Employees

(a) Fixed term employees may be covered by this collective agreement.

(b) Where the fixed term agreement has a nominated expiry date, the notice period of the agreement will have no application.

(c) An employee engaged on a fixed term basis will have no entitlement to redundancy compensation upon the expiry of the fixed term agreement.

### 5.2 Casual Employees

(a) Casual employees may be covered by this collective agreement.

(b) The following provisions will not be applicable to casual employees:

- Clauses 8 (a), 13, 15, 16, 26 and 38.

## 6. CLASSIFICATION

(a)

**Registered Nurse** means a person as defined by the HPCA as a Registered Nurse.

**Designated Senior Nurse** means a nurse who is appointed by Sexual Wellbeing Aotearoa into a designated senior nurse position.

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

(b) **Community Health Promoter** Is a person employed by Sexual Wellbeing Aotearoa to provide health promotion services and who holds either:

(i) Relevant formal qualification; or

(ii) Assessable experience relevant to Sexual Wellbeing Aotearoa.

(c) **Sexual Wellbeing Aotearoa Clerical employees shall be classified as follows:**

**Medical Receptionist** Is an employee in a designated clinic/s whose duties may include reception of clients, handling of payments and banking, stock control, telephone duties, making appointments, mail, filing, computer operation, and other record keeping.

**Clerical/Administrative Employee** Is a clerical employee other than a Medical Receptionist.

## 7. WAGES

(a) The minimum weekly rates of pay for full time employees shall be the appropriate hourly rate x 40.

(b) For the purpose of progression through the wage scales provided for in this clause '*year*' means:

12 calendar months employment including any periods of holiday or other approved leave of absence or 2080 hours for a nurse or community health promoter. No part-time employee shall remain on the same wage scale step for more than six years.

(c) Where an employee has had extensive experience and/or relevant qualifications prior to their employment at Sexual Wellbeing Aotearoa, this experience may be recognised at the discretion of the relevant Director, by employing them on a higher salary step.

(d) **Wage Scales**

| Medical Receptionists/Clerical/Administrative Employees (MRs) | | |
|---|---|---|
| **Steps** | **Hourly rates effective 18 March 2025 ($)** | **Annual equivalent effective 18 March 2025 ($)** |
| Step 1 | 27.22 | 56,617 |
| Step 2 | 27.50 | 57,200 |
| Step 3 | 28.26 | 58,781 |

- Movement through the salary scale for Medical Receptionist/Clerical/Administrative employees shall be annual and be subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised.
- Notwithstanding the forgoing, where a Medical Receptionist/Clerical/Administrative employee is at Step 1 immediately prior to ratification of this Collective Agreement, that employee will upon ratification of this Collective Agreement immediately transfer to Step 1 as outlined above and the employee will not be eligible to move through the salary scale for a further 12 months. Thereafter, any further movement through the salary scale will occur at 12-month intervals.
- Where an MR is awarded Merit in accordance with the relevant criteria at Schedule A, a merit payment will be paid at the rate of $1.00 per hour in excess of the MR's hourly rate.

| Community Health Promoters (CHPs) | | |
|---|---|---|
| **Levels** | **Hourly rates effective 18 March 2025 ($)** | **Annual equivalent effective 18 March 2025 ($)** |
| Level 1 | 31.00 | 64,480 |
| Level 2 | 33.00 | 68,640 |
| Level 3 | 34.96 | 72,717 |
| Level 4 | 36.97 | 76,898 |
| Level 5 | 38.24 | 79,539 |

- Movement through the salary scale for Community Health Promoters shall be annual and be subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised.
- Where an CHP is awarded Merit in accordance with the relevant criteria at Schedule A, a merit payment will be paid at the rate of $1.00 per hour in excess of the HP's hourly rate.

| Designated Senior Community Health Promoter | | |
|---|---|---|
| **Levels** | **Hourly rates effective 18 March 2025 ($)** | **Annual equivalent effective 18 March 2025 ($)** |
| Level 1 | 39.33 | 81,806 |
| Level 2 | 39.51 | 82,181 |
| Level 3 | 40.78 | 84,822 |

- Designated Senior Community Health Promoters will be appointed. Thereafter, movement through the salary scales for Designated Senior Community Health Promoters shall be annual and be subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised.
- For the avoidance of doubt, an employee who has been appointed as a Designated Senior Community Health Promoter will not be entitled to Merit.

| Nurses | | | |
|---|---|---|---|
| **Steps** | | **Hourly rates effective 18 March 2025 ($)** | **Annual equivalent effective 18 March 2025 ($)** |
| **Registered Nurse** | Step 1 | 33.25 | 69,160 |
| | Step 2 | 36.01 | 74,900 |
| | Step 3 | 38.25 | 79,560 |
| | Step 4 | 40.41 | 84,053 |
| | Step 5 | 44.91 | 93,413 |
| | Step 6 | 46.24 | 96,179 |
| | Step 7 | 47.64 | 99,091 |
| **Designated Senior Nurse** | PTD Step 1 | 47.75 | 99,320 |
| | PTD Step 2 | 49.59 | 103,147 |
| | PTD Step 3 | 52.97 | 110,178 |
| | NA Step 1 | 50.51 | 105,061 |
| | NA Step 2 | 52.34 | 108,867 |
| | NA Step 3 | 55.81 | 116,085 |
| **N Pract.** | NP Step 1 | 59.97 | 124,738 |
| | NP Step 2 | 63.23 | 131,518 |
| | NP Step 3 | 66.46 | 138,238 |
| | NP Step 4 | 71.82 | 149,386 |
| | • PTD is an appointed Professional Training and Development Nurse<br>• NA is Nurse Advisor/Nurse Lead<br>• NP is Nurse Practitioner | | |
| **Registered Nurses** | • Registered Nurses new to Sexual Wellbeing Aotearoa will be appointed into the above pay scale at their years of experience, provided that a Registered Nurse will not be appointed higher than step 6 unless decided by Sexual Wellbeing Aotearoa.<br>• Movement through the salary scales thereafter will be annual, subject to satisfactory performance (which will be assumed to be the case unless the employee is otherwise advised).<br>• Where a Registered Nurse is awarded Merit in accordance with the relevant criteria at Schedule A, a merit payment will be paid at the rate of $1.00 per hour in excess of the Registered Nurse's current hourly rate. | | |
| **Nurse Practitioners** | • Movement through the salary scales for Nurse Practitioners shall be annual subject to satisfactory annual performance (which will be assumed to be the case unless the employee is otherwise advised). Movement across senior salary grades shall only occur with a change in position.<br>• For the avoidance of doubt, Nurse Practitioners will not be entitled to participate in the Merit Scheme. | | |
| **Designated Senior Nurse** | • Movement through the salary scales for Designated Senior Nurses shall be annual subject to satisfactory annual performance (which will be assumed to be the case unless the employee is otherwise advised). Movement across senior salary grades shall only occur with a change in position.<br>• For the avoidance of doubt, Designated Senior Nurses will not be entitled to participate in the Merit Scheme. | | |

## 8. TERMS OF EMPLOYMENT

(a) Four weeks' notice of termination shall be given by either party or the equivalent of four weeks' wages shall be paid or forfeited in lieu of notice. This shall not prevent the employer from summarily dismissing an employee for serious misconduct. An employee shall not be entitled to take annual leave during the period of notice.

(b) All wages shall be paid fortnightly or monthly not later than three working days after the end of the pay period. All wages shall be paid by direct credit except where the employer and employee agree to an alternative method of payment. At the time of termination of employment, the employee will be paid all remuneration and annual leave owing on the last day of employment, except in circumstances where the employee has failed to give the requisite notice, in which case payment will be made in the next pay period.

(c) Where there is any deviation from the regular amount being paid, the employee shall be supplied in writing with the details of the manner in which wages have been calculated.

(d) The employer shall, following consultation with an employee, be entitled to make a rateable deduction from the wage of an employee for absence due to the default of the employee or for sickness in excess of paid sick leave entitlement or compensatable accident under the provisions of the Accident Compensation Act 2001, where there has been a previous overpayment in remuneration due to the employee where the employee owes money to the employer, including payments owed in accordance with clause 8(a) or where the employee has taken sick or annual leave in excess of their entitlements.

(e) **Suspension**

An employee may be placed on paid suspension pending an investigation and/or disciplinary process into alleged serious misconduct. An employee should be given the opportunity to comment on the basis for suspension before a final decision is reached to suspend.

(f) In limited circumstances where the employer considers that it is not appropriate for the employee to work throughout the notice period, the employee may be placed on paid leave and will not attend the workplace and/or carry out any work on the employer's behalf. The employee may be required to return any property belonging to the employer, including mobile phone, laptop during this period.

(g) Upon termination of employment, the employer shall furnish a signed certificate setting out the nature and period of the employee's engagement.

(h) When relieving or new work becomes available the employer undertakes to notify existing employees. The selection process will be handled in a fair and equitable manner.

## 9. HOURS OF WORK

(a) The ordinary hours of work shall not exceed eight (8) hours per day to be worked on any day of the week between 8.00 am and 10.00 pm nor more than 40 hours per week. Provided that an employee and employer may agree to work rostered hours to a maximum of 10 hours per day without an entitlement to overtime provided for in clause 10 (a).

(b) An employee shall not be required to work more than four and a half hours continuously in any day's work without an uninterrupted unpaid meal break of thirty minutes.

(c) An interval of 10 minutes shall be allowed to each employee during the morning, afternoon and evening of each day within the employer's time and without deduction from wages, and the employer shall provide hot water, tea, coffee, sugar and milk.

(d) If a clinic is operating on reduced hours or reduced staff members over Christmas (the period commencing Christmas Eve and ending on 2 January or the day on which 2 January is observed) employees may be given the option of:
- working reduced hours;
- working at another clinic at the same or different hours if work is available;
- taking annual leave or unpaid leave.

(e) An employee's permanent hours or permanent days of work may not be altered unless agreement is reached between Sexual Wellbeing Aotearoa and the individual employee concerned.

(f) An employee shall be granted two consecutive days off each week unless mutually agreed otherwise.

## 10. OVERTIME

(a) Subject to the provisions of Clause 9 (a) of this agreement, all time worked in excess of eight hours in day, or 40 hours in any week, or outside the clock hours specified in Clause 9 (a) of this agreement, shall count as overtime and be paid for at time and a half for the first three hours and double time thereafter. Where practicable prior approval shall be sought from the relevant Director or her/his nominee before an employee works overtime.

This provision shall not apply to Community Health Promoters.

(b) Overtime shall be calculated on a daily basis and as specified in clause 10 (a).

(c) Where an employee is authorised by her/his employer to be called back to work outside rostered hours of duty she/he shall be paid for the actual time worked but in no case shall payment be for less than one hour at the appropriate rate payable for that day.

(d) Where an employee is called in as above and the overtime involves travelling from residence to the place of work, the employer shall either:

(i) Provide transport from the place of residence to the work where the employee is employed and to the place of residence from the work, or

(ii) Reimburse the actual and reasonable travelling expenses incurred in travelling from the employee's place of residence to and from the workplace.

(e) Voluntary in-service training during weekends and evenings shall be at ordinary rates, not penal rates.

(f) Community Health Promoters working outside of their normal hours of work are entitled to time-in-lieu not the overtime payment pursuant to clause 10 (a). Where practicable prior approval shall be sought from the relevant Director or their nominee before a Community Health Promoter works outside of their normal hours.

Community Health Promoters' time in lieu may be accumulated to a maximum equivalent of one week of their normal weekly hours of work and must be taken within six weeks of becoming entitled to the time in lieu.

To support health and safety a reasonable level of hours worked during a week should be maintained. Where possible the Community Health Promoter and Manager should endeavour for the time in lieu to be taken within the same fortnight as the additional hours worked.

The taking of time-in-lieu must be with the approval of the relevant Director or the nominee.

## 11. WEEKEND ALLOWANCE

An employee who is employed to work on a Saturday and/or Sunday will be entitled to be paid a weekend allowance of $2.00 for each complete hour worked. This allowance is not applicable to Community Health Promoters or where an employee has an entitlement to overtime payments pursuant to clause 10.

## 12. ON-CALL ALLOWANCE

Any employee who is required to be on-call shall be paid an on-call allowance of $1.50 for each hour they are required to be on-call.

## 13. REFUND OF ANNUAL PRACTISING CERTIFICATE

The employer shall pay an annual practising certificate and midwifery registration where applicable for nurses upon production of evidence that this amount has been paid by the nurse. When nurses are engaged by another medical practice/organisation that makes payment for practising certificates Sexual Wellbeing Aotearoa shall pay a proportion of the practising certificate based on the respective hours worked by the nurses at Sexual Wellbeing Aotearoa and at the other medical practice/organisation.

## 14. REFUND OF TEACHER REGISTRATION COSTS

Community Health Promoters shall be entitled up to $20.00 on 1 July each year to assist with the payment of teacher registration costs upon production of evidence of continued registration and receipts of payments made.

## 15. CLOTHING ALLOWANCE

When the nature of the duties required of the employee are likely to result in damaged or soiled clothing, the employer shall supply a smock or other protective clothing on request and shall launder and renew same as reasonably required.

## 16. HEPATITIS B INOCULATIONS

The employer shall provide the opportunity and pay for the cost of Hepatitis B inoculations to employees who need to be inoculated.

## 17. PUBLIC HOLIDAYS

(a) The following shall be observed as holidays without deduction from pay: Christmas Day, Boxing Day, New Year's Day and the day following, Good Friday, Easter Monday, Anzac Day, the Birthday of the Reigning Sovereign, Matariki, Labour Day, the Anniversary Day of the Province or the day observed in the locality in lieu thereof, and Waitangi Day.

Should a holiday fall on a Saturday or Sunday, such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.

Where Saturday and/or Sunday would otherwise be working days for an employee, Christmas Day, Boxing Day, New Year's Day, 2 January, Anzac Day and Waitangi Day shall not be transferred.

(b) The employer may require an employee to work on a public holiday, provided the public holiday falls on a day which, but for it being a public holiday, would otherwise be a working day for the employee.

(c) Where an employee works on a public holiday in accordance with clause 17 (b) the employee shall be paid for the time worked at the rate of time and a half in accordance with s.50 of the Holidays Act 2003 and its amendments and shall also be entitled to an alternative day to be taken in accordance with the Holidays Act 2003.

(d) Should any of the holidays specified in subclause (a) of this clause occur during the currency of the employee's annual holiday, then such annual holiday shall be extended by one day for every such holiday and the employee shall be paid for every such day

(e) Part-time employees shall not be paid for any such holiday which falls on a day of the week on which they are not normally employed.

## 18. ANNUAL HOLIDAY

(a) Four weeks annual holiday shall be allowed in accordance with the Holidays Act 2003.

(b) Approval for the taking of annual leave shall not be unreasonably withheld.

(c) The combination of annual leave, long service leave, time off in lieu, and leave carried forward shall not be taken in one block of more than 5 weeks except with the written approval of the Chief Executive.

(d) Part-time employees' entitlement to annual holidays is based on the number of hours they work each week.

(e) Employees shall, after five years continuous service, be entitled to five weeks annual leave

## 19. LONG SERVICE LEAVE

(a) An employee shall be entitled to special long service holidays, on the basis of the employee's ordinary number of hours worked per week, as follows in addition to any other leave:

(i) One holiday of one week after the completion of 10 years of service to be taken before the completion of 15 years' service.

(ii) One holiday of one week after the completion of 15 years of service to be taken before the completion of 20 years' service.

(iii) One holiday of two weeks after the completion of 20 years service to be taken within the next 5 years.

(iv) One holiday of two weeks after the completion of 25 years service to be taken within the next 5 years.

(v) One holiday of two weeks after the completion of 30 years service to be taken within the next 5 years.

(vi) One holiday of two weeks after the completion of 35 years service to be taken within the next 5 years.

(vii) One holiday of two weeks after the completion of 40 years service to be taken within the next 5 years.

(b) For the avoidance of doubt, an employee who, prior to the commencement of this Collective Agreement, has already become entitled to long service leave will not be entitled to claim long service leave pursuant to clause 19(a)(i).

(c) All such special holidays provided for in subclause (a) of this clause shall be paid on the basis of an employee's base hourly rate excluding all allowances, and may be taken in one or more periods and at such time or times as may be agreed by the employer and the employees.

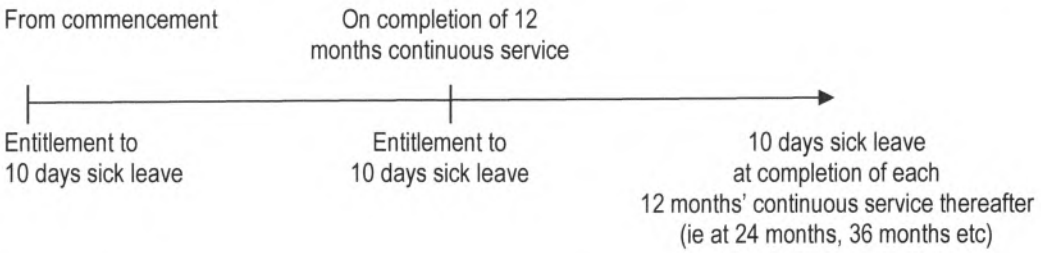
(d) If an employee having become entitled to a special holidays leaves her/his employment before such holiday has been taken, the employee shall be paid in lieu thereof.

(e) Long service leave shall be taken in consecutive days.

(f) For the purpose of this agreement one week's long service leave shall be equivalent to the number of ordinary hours normally worked by the employee during a week, at the time the employee became entitled to the long service leave.

## 20. SICK LEAVE

(a) (i) Employees shall be entitled to sick leave on ordinary pay, which may be used in accordance with the Holidays Act 2003 on the following basis:




(ii) Sick leave shall accumulate to a maximum of 60 days by the carrying forward of 50 days from one period of entitlement to the next.

(b) (i) Sexual Wellbeing Aotearoa may require the employee to produce a medical certificate in accordance with the Holidays Act 2003 and its amendments provided the employee is advised of the Holidays Act provisions at the time they are required to produce a medical certificate.

(c) Sexual Wellbeing Aotearoa may, at its expense, require an employee to undergo a medical examination by a registered medical practitioner agreed with the employee in circumstances where:

(i) Sexual Wellbeing Aotearoa require a medical clearance for an employee who has had an extended period of absence due to a medical condition; or

(ii) Sexual Wellbeing Aotearoa has reasonable grounds to believe an employee's medical condition is having a detrimental impact upon an employee's ability to perform their duties.

A copy of any medical report furnished by such medical practitioner shall be available to both parties.

## 21. DOMESTIC LEAVE

(a) Where an employee must, because of an illness, stay at home to attend her/his spouse, children or dependent relative, leave on full pay as set out below may be granted as a charge against her/his sick leave entitlement.

(b) Approval shall be given only in the event of an illness of the employee's child or dependent relative. Approval may not be given for absence on account of illness if another adult member of the family is able to attend to the sick child or dependent relative.

(c) For the purposes of this clause a child is one that is still dependent on parents and under 18 years of age.

(d) Sexual Wellbeing Aotearoa may require the employee to produce evidence of a relatives dependency before granting paid leave in accordance with this clause.

## 22. BEREAVEMENT/TANGIHANGA LEAVE

(a) The employee shall be granted special bereavement leave on full pay for the days normally worked for a maximum period of three (3) days on the death of a significant person in their life. An employee who attends a funeral outside New Zealand shall be entitled to two additional days' paid leave towards travelling time. The leave on full pay may be extended for a period of up until and including the day of the funeral with sufficient additional unpaid leave in the case of a funeral at another locality, to enable the employee to return. In granting time off and in considering the length of time, the employer will administer these provisions in a culturally sensitive manner.

(b) On application to the relevant Director, additional unpaid leave may be granted in special circumstances.

## 23. FAMILY VIOLENCE ENTITLEMENTS

The Employer will support employees who have experienced, or are experiencing, family violence. Consistent with the Holidays Act 2003 and the Employment Relations Act 2000 employees may be entitled to request:

(i) Up to 10 days of paid leave in accordance with Sub-Part 5 of the Holidays Act 2003; and/or

(ii) Flexible working arrangements and/or other variations to the terms of their employment in accordance with Part 6AB of the Employment Relations Act 2000.

## 24. PROFESSIONAL/EDUCATIONAL DEVELOPMENT/STUDY/WĀNANGA LEAVE

(a) Professional/educational development/Study/Wānanga leave will be identified in line with the operational plans, the employee's individual objectives and career path. Professional/educational development/Study/Wānanga leave will be available to prepare a portfolio, complete qualifications and to attend training relevant to the employee's professional/educational development.

(b) The employee's entitlement to Professional/Educational Development/Study/Wānanga leave will be 32 hours per calendar year for full time employees, pro-rated to no less than 8 hours for part-time employees.

(c) Professional/Educational Development Study/Wānanga leave must be approved by the employee's manager.

(d) An employee who is studying for a relevant tertiary qualification or relevant course shall, with the prior approval of the Chief Executive, be entitled to unpaid leave of up to 10 days.

(e) Nurse Practitioners with 0.4 FTE or more and those Nurse Practitioner employees whose only income from nurse practice is with the employer, shall be reimbursed actual and reasonable expenses for agreed approved professional/educational development up to $2,000 per annum. Nurse Practitioners who work under 0.4FTE (excluding those whose only income is with the employer) will receive this amount on a pro rata basis. This allowance does not accumulate.

## 25. RESEARCH, PUBLICATIONS AND INTELLECTUAL PROPERTY

(a) The employer acknowledges the right of employees to undertake relevant research and to present the results at appropriate meetings and to publish papers and books.

(b) The parties recognise that both employer and employee have legitimate interests in the ownership of copyright and the intellectual property rights, reflected by their respective contributions.

(c) The employee will discuss the use of Sexual Wellbeing Aotearoa material or information in research papers or books with the Chief Executive (or as delegated to the Sexual Wellbeing Aotearoa Research Committee) prior to beginning the research and prior to publication.

## 26. MEETINGS

Nurses, Medical Receptionists and Clerical/Administrative employees shall be entitled to a minimum of 4 paid clinic meetings per annum. Community Health Promoters shall be entitled to 1 National Health Promoters meeting per annum.

## 27. TRANSPORT EXPENSES

(a) Employees who are required to use her/his vehicle to travel from Sexual Wellbeing Aotearoa premises to non Sexual Wellbeing Aotearoa premises, shall be entitled to be reimbursed for actual parking expenses provided these costs are reasonably incurred.

(b) The employee will keep a log book of mileage incurred in their own motor vehicle in the course of their employment. Log books will be provided by Sexual Wellbeing Aotearoa and will be audited.

## 28. PARENTAL LEAVE

The provisions of the Parental Leave and Employment Protection Act 1987 shall apply.

## 29. JURY SERVICE

(a) An employee called for jury service may elect to take annual leave, leave on pay, or leave without pay. Where annual leave or leave without pay is taken, or where the jury service is performed during an employee's off duty hours, the employee may retain the jurors fee and expenses paid.

(b) Where leave on pay is taken, a certificate is to be given to the employee by Sexual Wellbeing Aotearoa to the effect that she/he has been granted leave on pay and requesting the Court to complete details of juror's fees and expenses paid.

The employee is to pay the fees received to Sexual Wellbeing Aotearoa but shall retain expenses.

## 30. CONTINUITY OF SERVICE

For the purposes of this agreement continuous service with the same employer will not be deemed to be broken by reason of the sale or transfer, including merger of the employer's business to a new employer who continues to employ such employees.

## 31. OPERATION OF THE AGREEMENT

(a) With the consent of the employer, which shall not be unreasonably withheld, an authorised officer of the NZ Nurses Organisation (NZNO) may interview Sexual Wellbeing Aotearoa employees, who are members of that union, at their place of employment.

(b) Upon receipt of a request from NZNO at not more than six-monthly intervals, the employer shall supply a list of employees employed.

## 32. UNION FEE DEDUCTIONS CLAUSE

The employer shall, upon written request from the employee, deduct from the employee's remuneration, fees for the NZNO. Such fees shall be remitted not less frequently than three monthly to NZNO.

## 33. EMPLOYMENT RELATIONS EDUCATION LEAVE

Employees are entitled to Education Leave pursuant to the Employment Relations Act 2000.

## 34. NZNO DELEGATES

The employer recognises the role that the NZNO delegate plays in the workplace and will act in such a manner which supports the delegate to fulfil their role including allowing paid time off (at ordinary time rates) to allow delegates to attend to workplace matters, where prior approval has been granted by management.

## 35. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

(a) **Definitions**

**Employment Relationship Problem** includes a personal grievance, a dispute, and any other problem relating to or arising out of an employment relationship, but does not include any problem with the fixing of new terms and conditions of employment.

**Personal Grievance** means a claim of unjustifiable dismissal, unjustifiable disadvantage (where the employee claims that her/his employment, or her/his conditions of employment, has been affected to her/his disadvantage by some unjustifiable action by the employer), discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union or employees' organisation.

**Dispute** means a dispute about the interpretation, application or operation of an employment agreement.

(b) **Raising a Personal Grievance or Other Problem**

(i) If an employee considers he/she has a **personal grievance** the employee must raise the grievance with the employer by making the employer aware of the personal grievance that the employee wants to have addressed. The employee is entitled to seek advice and assistance from a union representative in raising and discussing the problem. The employee shall have the opportunity of having a union delegate or union official present at any meeting with the employee.

(ii) An employee must raise the **personal grievance** within 90 days or 12 months for sexual harassment personal grievance, after the action complained of, or the date the employee became aware of it, unless there are exceptional circumstances.

(iii) For any other **employment relationship problem**, an employee should advise the employer of the existence and nature of the problem, as soon as practicable and that the employee wants something done about it.

(c) **Procedure – All Employment Relationship Problems (including personal grievance)**

(i) If the employment relationship problem cannot be resolved by discussion between the employer and employee, then either party may request assistance from the Ministry of Business, Innovation and Employment who may provide mediation services. This may include:

- provision of information or explanation as to where information can be found by way of telephone, fax, email or internet;
- provision of information through pamphlets, brochures or booklets;
- specialist services, including mediation hearings and meetings.

(ii) If the problem is not resolved by mediation, an employee may apply to the Employment Relations Authority for investigation and resolution.

(d) In certain circumstances, the employee/s will be able to appeal to the Employment Court and the Court of Appeal if they are unhappy with the outcome at the Employment Relations Authority.

## 36. REDUNDANCY

(a) The employer shall provide the employee and the union with one month's notice of any impending redundancy and shall endeavour to find suitable redeployment.

(b) Where an employee is declared redundant the employee shall be entitled to redundancy compensation to be calculated as follows:

- three weeks ordinary pay for the first complete year of service; and

- two weeks ordinary pay for each subsequent complete year of service.

Compensation will be paid to a maximum of 13 weeks.

Ordinary Pay is an employee's base hourly rate excluding all allowances.

(c) An employee shall not be entitled to redundancy compensation in the following circumstances:

(i) **Technical Redundancy**

Where employment is being terminated by the employer by reasons only of sale or transfer by the employer of the whole or part of the operations, the employee shall have no entitlement to redundancy compensation if the person acquiring the operation or the part being sold or transferred has offered the employee continued employment on the same or no less favourable terms.

(ii) **Redeployment**

Where the employee has been offered redeployment to a new position on the same or no less favourable terms.

## 37. EMPLOYEE PROTECTION

(a) In any case of restructuring, as defined in Part 6A of the Employment Relations Act , including where the business (or part of it) is sold or contracted out to another person, the employer will notify the affected employees and the union that restructuring is a possibility as soon as is practicable, subject to requirements to protect commercially sensitive information.

(b) The employer recognises its obligations in accordance with s.4 of the Employment Relations Act 2000.

(c) In the course of negotiating a sale and purchase agreement or a contract for services, the employer will:

- endeavour to obtain employment (if practicable) for the affected employees with the new employer; and
- endeavour to obtain such employment on the same or substantially similar terms and conditions of employment for the affected employees.

(d) The employer will subsequently advise the affected employees as to whether employment opportunities exist with the new employer and, if so, the nature of those opportunities.

(e) Where employment opportunities exist the employer will advise the affected employees of their right to accept or decline to transfer to the new employer.

## 38. ABANDONMENT OF EMPLOYMENT

Where an employee is absent from work for a continuous period exceeding three days:

- without the consent of the employer; and
- without the employer being able to contact the employee, following all reasonable attempts to do so; and
- without offering an explanation acceptable to the employer

that employee shall be deemed to have terminated their employment.

## 39. RESTRAINT OF TRADE

The employee specifically agrees not to approach or canvas Sexual Wellbeing Aotearoa's clients or patients for the purpose of offering alternative care/services by herself/himself or on behalf of some other person, firm, corporation, or organisation with whom the employee has some connection both during employment and for a period of three months from the date of termination.

## 40. CONFIDENTIALITY

Employees shall not utilise or disclose confidential information in regard to the employer's operations, business, clients or patients acquired by or available to them in the course of their employment, or use such information without the employer's prior authorisation. This shall not prevent employees from making appropriate ethical/professional disclosures regarding individual patient clinical status and associated legal issues. On the termination of employment all such matters shall remain confidential and shall not be utilised or disclosed without the written consent of the Chief Executive or her/his authorised representative.

## 41. CONFLICT OF INTEREST

(a) Sexual Wellbeing Aotearoa recognises the right of employees to engage in activities outside their employment with Sexual Wellbeing Aotearoa.

(b) Employees exercising this right shall not allow it to adversely affect the performance of their obligations to Sexual Wellbeing Aotearoa.

(c) Before the employee does anything that might compete against the material interests of Sexual Wellbeing Aotearoa and/or has the potential to place the employee in a conflict of interest situation, the employee shall consult Sexual Wellbeing Aotearoa in an effort to avoid a conflict and reach agreement on the matter.

(d) In the absence of an agreement in respect of any possible conflict of interest, the employee and Sexual Wellbeing Aotearoa may seek advice as to their obligations and rights.

## 42. HEALTH AND SAFETY

(a) Sexual Wellbeing Aotearoa will provide and maintain a safe and healthy working environment.

(b) Employees will be required to actively participate in maintaining a healthy and safe working environment and in promoting the on-going provision of health and safety improvements in the workplace.

(c) The employees covered by this agreement acknowledge that they have an obligation to report to work in such a condition that they are able to perform duties properly and safely.

(d) If an employee has any concerns at all in respect to her/his safety and well-being or the safety and well-being of others, an employee shall report this to her/his manager immediately.

## 43. JOINT HEALTHY WORKPLACE FORUMS

The parties are committed to Joint Healthy Workplace Forums on agreed terms.

## SIGNATORIES:

**FOR AND ON BEHALF OF:**
**New Zealand Family Planning Association (Inc)**
**Trading as Sexual Wellbeing Aotearoa**
**By its Duly Authorised Representative**

**Jane Taylor, Employers' Lawyer**

21/3/25
**Date**

**New Zealand Nurses Organisation**

**Andy Hipkiss**
**Industrial Advisor**

**20/03/2025**
**Date**

# STATEMENT OF INTENT

1. The parties recognise:

   (a) That the employer and staff have a mutual interest in ensuring that Sexual Wellbeing Aotearoa services are provided professionally, efficiently and effectively, and that each has a contribution to make in this regard.

   (b) Effective communication between Sexual Wellbeing Aotearoa, NZNO and the employees will enhance:

   - decision-making
   - co-operation
   - the promotion of a more harmonious, effective, safe and productive workplace.

2. Consultation between Sexual Wellbeing Aotearoa, NZNO and the employees is desirable on matters of mutual concern and interest. Consultation includes canvassing a proposal with potentially affected employees and NZNO, giving due consideration to feedback provided by the employee and NZNO, prior to any final decision being made to implement the proposal.

3. Sexual Wellbeing Aotearoa agrees that employees and NZNO will be consulted prior to the implementation of any proposals which may result in significant change to staffing, structure or work practices.

4. Please note that in the agreement (Clause 26 - Meetings) there is provision for payment of staff for these meetings.

# Schedule A

**Merit Process**

Merit shall be requested by the employee in writing detailing evidence of such. The employer shall respond to the request in writing 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 the date of application and where merit is agreed, the relevant allowance will be paid from the response date.

**Merit Review**

Merit payments will continue while the employee continues to demonstrate meeting the criteria. The employee will be required to demonstrate their continuing eligibility for merit payment at annual appraisal. If following the appraisal, it appears the employee no longer meets the criteria, the employer will notify the employee with the intent to consult before making a final decision.

As always, the employee is entitled to seek advice from NZNO and to be represented if the employee so wishes.

If the employee is not meeting the criteria, the merit payment shall cease to be paid.

**Medical Receptionist/Clerical/Administrative Merit Criteria**

The merit level shall be achieved for those medical receptionist/clerical/administration staff that meet five or more of the required criteria.

1. Exemplary and consistent performance of routine medical receptionist / administration duties
2. Undertaking professional development of benefit to the employer e.g. autoclaving
3. Demonstrates an ability to work within the team in a progressive and productive manner.
4. Mentoring of new staff.
5. Taking on an additional responsibility, for example health, safety and wellbeing representative.
6. Role models leadership by proactively looking for solutions to clinic issues and resolving them.
7. Electronic patient management system champion and contribute to training new staff, projects, new initiatives and user groups.
8. Demonstrates a high level of understanding of cultural responsiveness in professional practice including high levels of engagement with Māori and/or Pasifika. Is able to use Te Reo Māori or a Pacific language in a healthcare setting and/or could be working towards completion of qualification in Te Reo Māori and/or tikanga.

**Community Health Promotion Merit Criteria**

The merit level shall be achieved for those community health promotion staff that meet a minimum of three criteria but must include:

- Criteria one;
- And either criteria four or five

1. Demonstrates advanced professional knowledge and expertise by facilitating, leading and advising health promotion activities.
2. Contributes substantially to professional development of individuals and/or groups internally.
3. Champions change by leading and/or making significant contributions to programme and resource development and/or demonstrates effective project management skills.
4. Critically evaluates the effectiveness of health promotion services that reduce health inequities for Māori and/or Pasifika and demonstrates active leadership to promote Māori and/or Pasifika health.
5. Demonstrates a high level of understanding of cultural responsiveness in professional practice including high levels of engagement with Māori and/or Pasifika and is able to use Te Reo Reo Māori or a Pacific language in their practice and/or could be working towards completion of a qualification in Te Reo Māori and/or tikanga.

**Nurses Merit Criteria**

An employee will be eligible for Merit where the employee meets criteria 1. plus at least two other criteria.

Merit Criteria:

1. Has met the requirements of being a Nurse Prescriber as well as providing IUC and Implant insertions and removals.
2. Working towards a post graduate nursing qualification that positively contributes to practice in Sexual Wellbeing Aotearoa.
3. Consistently high involvement in the delivery of sexual and reproductive health care which improves access to services for Sexual Wellbeing Aotearoa clients and reduces inequities for clients, including actively contributing to the day to day workflow of the clinic.
4. Being a mentor for new nurses when the opportunity is available.
5. Taking on additional responsibilities for example but not limited to; EMA nurse, youth champion, FV champion, infection control nurse, cold chain responsibilities, health and safety representatives, contributes to new projects/initiatives.
6. Completed Sexual Wellbeing Aotearoa Trainer & Assessor training and undertakes facilitation and/or assessment for Sexual Wellbeing Aotearoa external professional training and development courses.
7. Demonstrates a high level of understanding of cultural responsiveness in professional practice including high levels of engagement with Māori and/or Pasifika. Is able to use Te Reo Māori or a Pacific language in their practice and/or could be working towards completion of qualification in Te Reo Māori and/or tikanga.