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0800 28 38 48

PRIMARY HEALTH CARE

MULTI-EMPLOYER

COLLECTIVE AGREEMENT

28 September 2023 – 30 June 2024



General Practice Owners Association
of Aotearoa New Zealand

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APPENDICES

1 Schedule of Parties

Primary Health Care Multi-Employer Collective Agreement

1. Parties

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

BETWEEN:

Employer parties at commencement of this agreement as recorded in Appendix One (The "Employer")

AND

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

2. Coverage and Application

- 2.1 This is a Multi Employer Collective Agreement (MECA) that is made pursuant to the Employment Relations Act 2000.
This MECA shall apply to all employees who are members of NZNO and who are employed by an employer party to this MECA in the following positions:

- Administration Staff
- Enrolled Nurses
- Medical Receptionists
- Midwives
- Practice Nurses
- Registered Nurses
- Registered Nurses/Practice Nurses/Midwives employed in a Coordinator role
- Health Care Assistants

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

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

Employees shall make every endeavour to notify the employer in a timely manner of their union membership.

- 2.3 **Savings:** An employee who was covered by the previous MECA and continues to be a member of NZNO and covered by this agreement shall not have their ordinary time (T1) hourly rate reduced by the coming into force of this agreement, unless this is specifically agreed by the parties during the negotiations.

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

2.5 2.5.1. **Transition to this agreement:** This agreement replaces all previous terms and conditions of employment unless mutually agreed otherwise as specified below.

Where an employee on an individual employment agreement (IEA) joins the NZNO or an employee's employer becomes a party to the MECA and the employee is a member of NZNO, the following shall apply:

- The employee shall cease to be covered by the terms and conditions of the IEA, except for any terms and conditions agreed in writing between the employee and the employer to still apply now that the employee is covered by this collective agreement
- If the employee's IEA provides for a flat hourly rate, that hourly rate shall be deconstructed to provide for an ordinary hourly rate, overtime, penalty payments etc, in accordance with this agreement, by agreement between the employer and the employee. Alternatively, the employee and the employer can agree upon an all inclusive salary
- If the employee's IEA provides for an all inclusive salary, the agreed all inclusive salary shall continue to apply to the employee, unless the employee and employer agree on the transition to an ordinary rate
- If the employee has an ordinary hourly rate and an entitlement to one or more penalty rate/s for particular times, or some other mix of remuneration rates which is different from that provided for in this agreement, the employer and employee shall deconstruct the rates applicable to provide for an ordinary hourly rate, overtime, penalty payments etc, in accordance with this agreement, by agreement between the employer and the employee
- The principles that shall apply to all transitions from an individual employment agreement to this agreement are:
 - The employee shall advise the employer as soon as possible if the employee has joined NZNO. This is to ensure that the employee is placed on the MECA and to enable the transition to be resolved promptly and appropriately;
 - Neither party should be disadvantaged or advantaged by the transition;
 - Agreement shall not be unreasonably withheld;
 - The employee may seek the assistance of NZNO in working through this process;
 - The agreement reached shall be recorded in writing;
 - The provisions of the MECA are the minimum entitlements.

2.5.2 **Transition to this agreement for health care assistants:**

The 2023 MECA is the first MECA to cover health care assistants. At the commencement of this agreement, health care assistants are entitled to the first step of the scale, and will progress through the scale in accordance with clause 9.2.

The transition principles set out in clause 2.5.1 apply. Where an HCA's hourly rate, having applied the principles of 2.5.1 is above the first step of

the printed HCA scale, the employee shall retain that hourly rate and will not reduce to the first step in that scale. In this case the employee will be entitled to move to the step in the scale above their current hourly rate on 1 July 2024.

- 2.6 **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.
- 2.7 **Subsequent employer parties:** The parties agree that other employer parties whose core business is the provision of primary healthcare services may become parties to this agreement where the NZNO and the new employer party so agree. Employers who agree to become subsequent parties shall be recorded on a master list compiled by the NZNO and shall be provided to the employer parties on request.

On the date of receipt by NZNO of the completed subsequent parties form the employees who are NZNO members shall be entitled to the benefits conferred by this agreement.

3. Term

- 3.1 This MECA shall come into force on 28 September 2023 and expire on 30 June 2024.

4. Variation of this MECA

- 4.1 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.
- 4.2 Where a change only impacts on one or some of the employer parties, any or all of the provisions of this agreement may be varied by agreement between the affected employer parties and the NZNO. Any such variation will be committed to writing and signed by the parties to the variation. That variation shall only apply to the employers who have agreed to such variation.
- 4.3 Where a change only impacts on one or some of the employees employed by an employer party to this agreement, any of the provisions of this agreement may be varied by agreement between the affected employee(s) and their employer and NZNO. Any such variation will be committed to writing and signed by the employer and the employee(s) affected and NZNO. That variation shall only apply to the employer and employees who have agreed to such variation.

5. Definitions

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

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

that the employee may be recognised on any list maintained by the employer to assist in obtaining staff.

“Employee” means any person employed by an employer whose position is covered by this MECA.

“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 MECA.

“Healthcare Assistant” is a non-regulated healthcare provider who may perform a wide variety of tasks both administrative and clinical within the general practice environment.

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

“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 part of the duty is worked between midnight and 5:00am on any day of the week.

“Ordinary time hourly rate of pay” shall be the hourly rate of pay paid to the employee. T1 refers to the ordinary time hourly rate of pay; T1.5 refers to one and a half times the ordinary time hourly rate of pay.

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

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

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

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

“Shift work” is defined as the same work performed by two or more employees, or two or more successive sets or groups of employees, working successive periods.

“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.

6. Trial Period

A new employee may be employed on a trial period in accordance with section 67(a) of the Employment Relations Act 2000 and any subsequent amendments. Any trial period requires agreement between the new employee and the employer. Where a trial period is proposed, it shall be specified in the employee's letter of offer, which letter shall also advise the employee of the right to seek independent advice about the implications of this provision prior to agreeing to this trial period.

7. Hours of Work

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

- 7.1 The ordinary working hours of an employee employed full-time shall be either:
- (i) 75 or 80 per fortnight; or
 - (ii) 37.5 or 40 per week; or
 - (iii) The equivalent average in the case of a roster cycle exceeding a fortnight.
- 7.2 Employees will normally work 7.5 or 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 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.
- 7.4 Where rosters are worked they will be published at least 14 days prior to the commencement of the roster. Changes in rosters, once posted, shall be by mutual agreement.
- 7.5 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.
- 7.6 Except by mutual agreement, no employee shall work more than seven days in a row. This does not include days attending training or professional development.
- 7.7 A minimum break of nine hours shall be allowed between rostered shifts unless mutually agreed between the employer and the employee.
- 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 (such as overtime rates) will apply. Where an employee chooses to enter into a shift swap which results in that employee receiving less hours than their guaranteed hours for the period, it is recognised that the employee has chosen to forfeit a portion of their guaranteed hours of their own free will, and that time not worked is not required to be made up or paid by the employer.

Where the employer requires employees to attend classes of instruction or examinations the time spent shall be paid at the employee's ordinary time rate of pay but shall not count as time worked for the purposes of calculation of any overtime entitlements. Alternatively the employer and employee may agree to paid time in lieu instead of payment.

7.9 Duties, once commenced, shall be continuous unless otherwise agreed between the employer and the employee.

7.10 Additional Provisions for Employees working Alternative Rosters:

7.10.1 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.

7.10.2 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.

8. Meal Breaks and Rest Periods

8.1 Employees who work for less than two hours in a day are not entitled to breaks.

8.2 Employees who work for two hours or more are entitled to a paid 10 minute rest break.

8.3 Employees who work for four hours or more are additionally entitled to an unpaid meal break.

8.4 Employees who work six hours or more in a day are entitled, within each working day, to two paid ten-minute rest breaks and an unpaid meal period of at least half an hour.

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

8.6 During the meal break or rest breaks specified above, free tea, coffee, milk and sugar shall be supplied by the employer when the break is taken on the premises. This shall not apply when employees are working off site.

8.7 The employer shall ensure so far as practicable, given the employers operational requirements and resources, that appropriate facilities are to be provided in the workplace for an employee who wishes to breastfeed and that appropriate breaks are provided for this. Such breaks shall be unpaid unless otherwise agreed.

9. Rates of Remuneration

9.1 Hourly Rates of Pay:

9.1.1 Registered Nurse/ Practice Nurse / Midwife Scale

Step	Hourly rate
	From 1 July 2023
7	43.42
6	42.15
5	40.93

4	36.83
3	34.87
2	32.82
1	30.31

9.1.2 Enrolled Nurse Scale

Step	Hourly rate
	From 1 July 2023
4	32.47
3	31.42
2	29.14
1	27.84

9.1.3 Medical Receptionist/Administration Staff Scale

Step	From 1 July 2023
4	24.84
3	24.11
2	23.50
1	22.75

9.1.4 Coordinator / Lead Nurse / Nurse Team Leader or similar

From 1 July 2023: hourly rate of \$44.58

This rate applies only to a Registered Nurse/Practice Nurse/Midwife appointed as a Co-ordinator / Lead Nurse / Nurse Team Leader or similar in a workplace employing three or more fulltime equivalent Registered Nurses/Practice Nurses/Midwives, to carry out supervision, management and co-ordination duties additional to normal registered nursing/practice nursing/midwifery duties (as defined in the relevant job description). For the purpose of this sub clause a fulltime Registered Nurse/Practice Nurse/Midwife is a Registered Nurse/Practice Nurse/Midwife who normally works not less than 35 hours per week.

This rate only applies where an employee is formally appointed in writing, by the employer, to the position.

Note: This rate was introduced to the 2018 collective agreement and **replaces** the previous supplementary payment paid to employees appointed as coordinators. An employee appointed as a coordinator prior to the commencement of this agreement, who received an hourly rate plus a supplementary payment, shall instead receive an hourly rate, which shall either be this hourly rate, or the total of their former hourly rate and former supplementary payment, whichever is the higher.

9.1.5 Health care assistants

Step	Hourly rate
	From 1 July 2023
4	27.21

3	26.72
2	25.05
1	23.58

9.1.6 **All inclusive salary**

Where the employer and employee have agreed on an all inclusive salary, the salary is set to include compensation for agreed quantities of normal hours of work, overtime, hours to which penal rates apply, call backs and on-call duty, as applicable, and this should be specified in the letter of offer of employment.

9.2 **Progression**

Progression through all steps in each scale shall be by automatic increment on an employee's anniversary date. Provided that an employee who ordinarily works 15 hours a week or less shall be entitled to advance to the next wages step only after two years of service to the employer.

9.3 **Operation of Salary Scales**

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

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

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

9.4 **Overtime**

9.4.1 Overtime is time worked in excess of seven and a half hours per day or eight hours per day or the rostered duty whichever is greater, or 75 hours or 80 hours per two week period, or 37.5 hours or 40 hours per week or the equivalent average in the case of a roster cycle exceeding a fortnight. Time that the employee is absent from work due to sick leave, annual leave, bereavement, or other paid or unpaid leave, or due to attendance at professional development, is not counted as time worked for the purposes of calculation of overtime.

9.4.2 **Part time employees:** Should a part time employee be required to work beyond the end of a full time shift for less than 30 minutes further, the employee shall be paid at their ordinary hourly rate. Should a part time employee be required to work beyond the end of a full time shift for 30 minutes or more, all of the additional time beyond the end of the fulltime shift is paid at one and a half times (T1.5) the hourly rate of pay.

An employee working more than their usual hours of work on a weekly basis, but less than the fulltime ordinary hours as specified under Clause 7, is entitled to payment for the extra hours at their ordinary time rate (T1).

9.4.3 All overtime worked must be authorised by the employer prior to being undertaken.

- 9.4.4 Overtime shall be paid at one and one half times (T1.5) the hourly rate of pay.
- 9.4.5 In lieu of payment for overtime the employer and employee may jointly agree for the employee to take equivalent (i.e. one hour overtime worked for one hour ordinary time off) paid time off work at a mutually convenient time.
- 9.4.6 Where the employer and employee have agreed on an all inclusive salary, specified additional time is deemed to be compensated in the all inclusive salary. Where the employee has worked additional hours in excess of the amount specified in the letter of offer of employment, the employee shall be entitled to take equivalent (i.e. 1 hour overtime worked for 1 hour ordinary time off) paid time off work at a mutually convenient time.
- 9.4.7 For those employees where superior entitlements exist, such entitlements shall be retained by the individuals concerned.

9.5 **Penal Rates**

- 9.5.1 Weekend rate - applies to ordinary time (other than overtime) worked after 1pm Saturday until midnight Sunday/Monday shall be paid at time one half (T0.5) in addition to the ordinary hourly rate of pay.
- 9.5.2 Saturday rate - applies to ordinary time (other than overtime) worked after 6am Saturday until 1pm Saturday shall be paid at quarter time (T0.25) in addition to the ordinary hourly rate of pay.
- 9.5.3 Public Holiday rate – applies to those hours which are worked on the public holiday. This shall be paid at time one half (T0.5) in addition to the ordinary hourly rate of pay. This payment should not be in addition to the provisions of clause 14.3. (See clause 14.3 for further clarification.)
- 9.5.4 Night rate – applies to ordinary hours of duty (other than overtime) that fall between 8pm and 6 am from midnight Sunday/Monday to 6am Saturday and shall be paid at quarter time (T0.25) in addition to the ordinary hourly rate of pay.
- 9.5.5 Overtime and weekend/Saturday/public holiday or night rates shall not be paid in respect of the same hours, the higher rate will apply.
- 9.5.6 Where the employer and employee have agreed on an all inclusive salary, penal rates are deemed to be compensated in the all inclusive salary. Where the employee has worked hours to which penal rates apply in excess of the amount specified in the letter of offer of employment, the employee shall be entitled to take equivalent (i.e. 1 hour penal time worked for 1 hour ordinary time off) paid time off work at a mutually convenient time.
- 9.5.7 No existing employee who was employed immediately prior to the commencement of this agreement, and was receiving payment for hours where penal rates applied, shall take a drop in absolute total dollars per hour for the same hours worked on a shift by shift analysis as a result of clauses 9.5.1 to 9.5.5 above.

10. Call Backs

- 10.1 A call back only occurs where an employee who is on call is required to return to work. A call back does not include the situation where an employee who is not on call is asked to work and can choose to accept or decline the additional work.
- 10.2 **Rate:** Call-back is considered overtime and will be paid at the rates specified in clause 9.4, but penal rates will not apply.
- 10.3 **Minimum Payment:** An employee shall be paid for a minimum of two hours, or for actual working and travelling time, whichever is greater, when the employee:
- (i) is called back to work after completing the day's work or duty, and having left the place of employment; or
 - (ii) is called back before the normal time of starting work and does not continue working until such normal starting time;

Where an employee has a second call-back which is commenced and completed within two hours of the commencement of the first call-back, only one call-back shall be paid. Where a second call-back is commenced within two hours of the first call-back, but is not concluded within the two hour period, the employee shall be paid continuously from the commencement of the first call-back to the conclusion of the second call-back.

- 10.4 Where an employee is "on-call" the allowance set out in Clause 11 below will be paid.
- 10.5 In lieu of payment for call back the employer and employee may jointly agree for the employee to take equivalent (i.e. one hour overtime worked for one hour ordinary time off) paid time off work at a mutually convenient time.
- 10.6 Where the employer and employee have agreed on an all inclusive salary, specified call-back time is deemed to be compensated in the all inclusive salary. Where the employee has worked call back hours in excess of the amount specified in the letter of offer of employment, the employee shall be entitled to take equivalent (i.e. 1 hour overtime worked for 1 hour ordinary time off) paid time off work at a mutually convenient time.
- 10.7 For those employees where superior entitlements exist, such entitlements shall be retained by the individuals concerned.

11. Allowances

For those employees where superior entitlements exist, such entitlements shall be retained by the individuals concerned.

11.1 On Call

- 11.1.1 There are times when the employees covered by this agreement are required to be on call to provide cover so that primary health services are able to be provided. In the interests of healthy rostering practices, the parties agree that the allocation of on-call time shall be spread as evenly as practicable amongst those required to participate in an on-call roster taking into account employer and employee needs.

- 11.1.2 Each employee shall be entitled to the on-call allowance of \$6.00 per hour during which she/he is required to be on-call during what would otherwise be off-duty time.
- 11.1.3 The on call allowance is payable for all hours the employee is rostered on call including time covering an actual call out.
- 11.1.4 Unless by mutual agreement or in emergencies, no employee shall be required to remain on call for more than 40% of the employee's off-duty time in any three-weekly period.
- 11.1.5 Where the employer and employee agree to an all inclusive salary, on call allowance will not apply. Where the employee is required to be on call in excess of the amount specified in the letter of offer of employment, the employee shall be entitled to take time in lieu equivalent in value of the allowances specified in clause 11.1.2.
- 11.1.6 If an employee is on-call they should be sober and drug free, available for work, and with their cell phone or pager switched on, have access to transport, and be in the area or within an agreed time period to commute in.

12. Professional/Educational Development

The employer and employee are committed to staff education and development. Employees will be actively encouraged to attend educational courses relevant to their professional/educational development and of benefit to the employer.

- 12.1 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.
- 12.2 An employee may take leave on pay to attend National Meetings or Seminars of Section Groups and/or Colleges of the NZNO. This leave may be charged against the professional/educational development leave as specified in subclause 12.1. Prior approval of the employer must be obtained. The approval of the employer shall not be unreasonably withheld.
- 12.3 All of the employee's normal working hours absent from the practice for professional/educational development including travel time will be a claim against the hours as specified in subclause 12.1.
- 12.4 For those employees where superior entitlements exist, such entitlements shall be retained by the individuals concerned.
- 12.5 Paid meetings to meet organisational and service requirements not otherwise addressed in this clause (including staff meetings and training not related to the employee's occupation) shall be granted in addition to the above provisions.
- 12.6 Professional/educational development leave will be granted at T1 rate and shall not accumulate from one year to the next.

12.7 Where an employer requires an employee to attend professional/educational development, whether the employee is scheduled to work or not for the time of the leave, the employee shall be granted paid leave as per sub clauses 12.1, 12.3 and 12.6.

12.8 Only permanent employees, or fixed term employees who have a contract for six months or more, receive professional development leave. In the case of fixed term employees, this is prorated for the proportion of the year that the employee is employed for (for example, a nine month fixed term full time employment provides an entitlement of up to 30 hours during the period of fixed term employment). Fixed term employees who have a contract for less than six months do not have an entitlement to professional development leave, unless the employer has specifically agreed to provide this. Casual employees do not have an entitlement to professional development leave.

12.9 Professional Development and Recognition Programmes –

Practice Nurses/Registered Nurses/Midwives/Enrolled Nurses

Where an employer has agreed in writing to a Nursing Council of New Zealand accredited programme the following shall apply:

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

The rates of these allowances are as follows from the commencement of this agreement:

RN/MW Expert	\$2.16 per hour
RN/MW Proficient	\$1.35 per hour
EN Accomplished	\$2.16 per hour
EN Proficient	\$1.35 per hour

Note: only one PDRP allowance shall apply.

12.10 Merit Level Payments

12.10.1 Registered Nurse/Practice Nurse/Midwife/Coordinator/Lead Nurse/Nurse Team Leader or similar Merit

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

The merit levels will be remunerated at the following rates:

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

Each merit level can be awarded individually, with it not being necessary to attain merit level 1 prior to attaining merit level 2. The merit levels shall be summated

for those Registered Nurses/Practice Nurses/Midwives/Coordinators/Lead Nurses/Nurse Team Leaders or similar that meet the required criteria in both of the merit levels.

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

12.10.1.1 Merit Level 1 for Registered Nurse/Practice Nurse/Midwife/Coordinator/Lead Nurse/Nurse Team Leader or similar

1. Consistently high involvement in delivering holistic and patient centric clinical management - including using data to establish priority and measure patient progress, running acute/chronic illness or well person orientated clinics, and regular significant contribution to the education and training of staff and patient groups - which:
 - a. Improves Māori health outcomes and addresses persistent Māori health inequities, or
 - b. Improves the health outcomes for patients with long-term conditions such as COPD, asthma, diabetes and mental health.
2. Utilising relevant second language skills.
3. Provides clinical supervision and/or significant mentoring to new nursing staff, medical students, nurse students and, where applicable, health care assistants, including appropriate documentation.
4. Additional responsibilities e.g. IT, practice/workplace administration, shift team leader.
5. Exemplary performance of routine Registered Nurse/Practice Nurse/Midwife duties

An employee will be eligible for Merit Level 1 where the employee meets three or more of the responsibilities listed above.

12.10.1.2 Merit Level 2 for Registered Nurse/Practice Nurse/Midwife/Coordinator/Lead Nurse/Nurse Team Leader or similar

1. Holds and utilises postgraduate qualification in Primary Care/Health Science or recognised training in a clinical specialization. For example, LTC, OCC Health or Triage.
2. Taking appropriate and significant clinical–responsibility for workplace accreditation.

3. Undertaking the responsibilities of the Health and Safety Representative/Officer for the workplace.
4. Significant additional workplace income generation either through charging for new services, or significantly contributing to the securing or delivery of additional contracts (for example, but not limited to, additional ACC or PHO service contracts)

An employee will be eligible for Merit Level 2 where the employee meets two or more of the responsibilities listed above. For the avoidance of doubt, the parties note that a nurse engaged as a Nurse Prescriber will qualify for merit level 2 due to their additional qualification/training and income generation.

12.10.2 **Enrolled Nurse Merit**

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

The merit levels will be remunerated at the following rates:

Merit Level 1 \$1.00

Merit Level 2 \$1.10

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

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

12.10.2.1 **Merit Level 1 for Enrolled Nurse**

1. Exemplary performance of routine enrolled nurse duties
2. Additional responsibilities e.g. IT
3. Clinical supervision and/or mentoring of staff
4. Utilising relevant second language skills

An employee will be eligible for Merit Level 1 where the employee meets two or more of the responsibilities listed above.

12.10.2.2 **Merit Level 2 for Enrolled Nurse**

1. Significant additional workplace income generation through charging for services, or significantly contributing to the securing of additional contracts
2. Consistently high involvement in administration

3. Undertaking the responsibilities of the Health and Safety Officer for the practice.

An employee will be eligible for Merit Level 2 where the employee meets two or more of the responsibilities listed above.

12.10.3 **Medical Receptionist / Administration Staff Merit**

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

The merit levels will be remunerated at the following rates:

Merit Level 1 \$1.35

Merit Level 2 \$1.35

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

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

12.10.3.1 **Merit Level 1 for Medical Receptionist / Administration Staff**

1. Exemplary performance of routine medical receptionist /administration duties
2. Financial Management including at least four of the bulleted items below:
 - Electronic transfer of GMS/ACC/Immunisation/Maternity Claims
 - PHO funding – import/export of data
 - Participate in wage processing
 - Management of debt collection
 - Payment of creditors
 - Cashbook
 - GMS/ACC/Insurance reconciliation
 - Locum payments
3. Responsibility for rostering and staff cover
4. Utilising relevant second language skills
5. Supervision and/or mentoring of staff
6. Advanced technical medical typing where it is a significant part of the employee's role

An employee will be eligible for Merit Level 1 where the employee meets three or more of the responsibilities listed above.

12.10.3.2 **Merit Level 2 for Medical Receptionist / Administration Staff**

1. Consistently high involvement in administration roles such as: procurement/purchasing, IT management, staff/office management
2. Relief of Practice Manager
3. Undertaking the responsibilities of the Health and Safety Officer for the practice

An employee will be eligible for Merit Level 2 where the employee meets two or more of the responsibilities listed above.

12.10.4 **Merit Level Review**

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

Where the employer considers that an employee may no longer qualify for a merit payment, the employer will advise the employee in writing of this. This advice shall include the employer's reasons for reviewing the payment and specify the criteria deficits identified by the employer.

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

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

If the employee requests time to meet the criteria, the employee and employer will discuss goals, objectives and time frames with a view to allowing the employee to meet the criteria within a reasonable time frame. The employer and employee will meet at the end of the specified time frame to determine whether the employee has met the required criteria. If the employee is still not meeting the criteria, the merit payment shall cease to be paid.

12.11 **Merit and PRDP Payments**

In respect of clauses 12.9 and 12.10, an employee shall not be entitled to receive both PDRP and Merit payments, only one shall apply.

12.12 **Merit Step and PDRP Process**

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

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

13. Reimbursing Payments

13.1 Annual Practising Certificate

Where an employee is required by law to hold an annual practising certificate, the employer shall contribute \$110.00 towards the cost of the certificate, provided that:

- 13.1.1 It must be a statutory requirement that a current certificate be held for the performance of duties.
- 13.1.2 The employee must be engaged in duties for which the holding of a certificate is a requirement.
- 13.1.3 Where the employee works for more than one employer, the employer shall pay a portion of the cost pro-rated to the number of employers, up to a maximum of \$110.00.
- 13.1.4 The Employer will only contribute to one APC unless there are operational requirements for an employee to maintain more than one APC.
- 13.1.5 For those employees where superior entitlements exist, such entitlements shall be retained by the individuals concerned.

13.2 Travelling Expenses and Incidentals

- 13.2.1 When travelling on employer business, the employee will be reimbursed for authorised costs on an actual and reasonable basis on presentation of receipts.
 - 13.2.2 Employees who are instructed to use their motor vehicles on employer business shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time. The current IRD rate can be found on the IRD website www.ird.govt.nz/business-income-tax/expenses/mileage-rates/. Mileage above 5000km per annum is based on actual costs.
- 13.3 **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. Public Holidays

14.1 The following days shall be observed as public holidays:

- New Year's Day
- 2 January
- Waitangi Day
- Good Friday
- Easter Monday
- ANZAC Day

Sovereign's Birthday
Matariki
Labour Day
Christmas Day
Boxing Day
Anniversary Day (as observed in the locality concerned).

- 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 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. This payment shall not be in addition to provisions in clause 9.5.3.
- 14.4 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. In the case of a public holiday which is recognised on either a weekend day or a week day depending on the days the employee works, refer to the Holidays Act to identify whether the day in question constitutes a public holiday for that employee. Only one day is recognised for each public holiday.
- 14.5 In the case of night shifts which straddle a public holiday, it is agreed that the public holiday shall be recognised on the day that the majority of the hours of the shift are worked. This is an agreement to partially transfer the holiday under section 44A of the Holidays Act.
- 14.6 Part time employees – Where a part-time employee's days of work are fixed, the employee shall only be entitled to public holiday provisions if the day would otherwise be a working day for that employee. 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.
- 14.7 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.
- 14.8 For those employees where superior entitlements exist, such entitlements shall be retained by the individuals concerned.

15. Annual Leave

The parties to this agreement support the principle that it is conducive to a healthy work life balance to take four weeks annual leave per year.

- 15.1 Employees, other than casuals, shall be entitled to 4 weeks annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause, except that on completion of six years recognised current continuous service with the same employer the employee shall be entitled to 5 weeks annual leave instead of 4.

- 15.1.1 For those employees where superior entitlements exist, such entitlements shall be retained by the individuals concerned.
- 15.1.2 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.

15.2 **Conditions**

- 15.2.1 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.
 - 15.2.2 Annual leave is able to be accrued to a maximum of two years entitlement.
 - 15.2.3 Annual leave shall be taken to fit in with service/work requirements and the employee's need for rest and recreation.
 - 15.2.4 When an employee ceases duty, wages shall be paid for accrued annual leave, and the last day of employment shall be the last day worked.
 - 15.2.5 Part time employees shall be entitled to annual leave on a pro rata basis.
 - 15.2.6 An employee may anticipate up to one year's annual leave entitlement at the discretion of the employer.
- 15.3 The Holidays Act provides that one week of the employee's statutory annual leave may be "cashed up" in certain circumstances. The provisions of the Act, including the fact that the request must come from the employee, and the employer's right to decline a request or to have a policy precluding cashing up, apply.

16. **Sick Leave**

The following Sick Leave provisions shall apply

- 16.1 After three months continuous employment an employee shall be entitled to ten (10) working days paid sick leave for the subsequent twelve months of employment, and an additional ten (10) working days for each subsequent twelve month period.
 - 16.1.1 For those employees where superior entitlements exist, such entitlements shall be retained by the individuals concerned.
- 16.2 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.
- 16.3 The provisions of this clause are inclusive of the sick leave provisions of the Holidays Act 2003.
- 16.4 The employee can accumulate their sick leave entitlement up to a maximum of 30 days.

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.

- 16.5 At the employer's discretion an employee may be granted anticipated sick leave. Where sick leave has been taken in advance and an employee's employment is terminated by either party before the employee becomes entitled to that anticipated sick leave, the sick leave is to be repaid to the employer, or it is agreed the value of the anticipated sick leave can be deducted from final pay owing to the employee.
- 16.6 Sick leave may be utilised where the employee requires surgery or has an appointment for health services. As much notice shall be given by the employee as is practicable. The minimum period of sick leave that can be taken is one quarter of a day.
- 16.7 **Domestic Leave** The employer shall grant an employee leave on pay as a charge against sick leave entitlement when the employee must attend a sick dependent of the employee. This person would, in most cases, be the employee's child, spouse/partner or other dependent family member.
- 16.7.1 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.
- 16.7.2 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.
- 16.7.3 The production of a medical certificate or other evidence of illness may be required.

17. Bereavement Leave

- 17.1 An employee shall be entitled to a maximum of three days leave without loss of pay on each occasion of the death of the employee's spouse/partner, father, mother, brother, sister, child, grandparent, parents-in-law, grandchild, stepchildren, stepparents, stepsister, stepbrother or any other close family/whanau/person in respect of whom the employer agrees that bereavement/tangihanga leave may be taken. Bereavement leave may also be taken in the case of an employee, or their partner, suffering a miscarriage or stillbirth, as set out in the Holidays Act.
- 17.2 An employee shall be entitled to one day's leave without loss of pay on each occasion of the death of any other person, providing that the employer accepts that the employee has suffered a bereavement, taking into account the relevant factors set out in section 69(3) of the Holidays Act 2003.
- 17.3 If bereavement occurs while an employee is absent on annual leave, sick leave on pay or any other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of clause 17.1 above. This provision will not apply if the employee is on leave without pay.
- 17.4 In relation to tangihanga and clauses 17.1 and 17.2 above, the employer shall consider these provisions in a culturally appropriate manner. The granting of time off and for how long shall be at the discretion of the employer.
- 17.5 The employer agrees that on application, it may be appropriate, to grant leave without pay in order to accommodate various special bereavement needs not recognised in clauses 17.1 and 17.2 above.

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

18. Parental Leave

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

19. Jury Service/Witness Leave

19.1 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.

19.2 An employee called for jury service shall advise the employer as soon as practicable.

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

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

Where the employee is paid by the court via direct credit, the employee may provide evidence of the payment received for jury service to the employer so that the employer can deduct this amount from the employee's pay rather than the employee having to pay the employer.

If the employee fails to reimburse the employer the juror's fees received and fails to provide the evidence as to the court payment to authorise a deduction for the fees paid by the court, the employer shall be entitled to deduct the payment the employer made to the employee for the jury service attendance from wages due to the employee and the employee shall not be entitled to any payment from the employer for the time spent on jury service.

19.5 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.

19.6 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. Long Service Leave

20.1 A full time or part time employee shall be entitled to special holidays as follows:

- (i) One special holiday of two weeks after the completion of 15 years and before the completion of 25 years of continuous service with the same employer.

- (ii) One special holiday of three weeks after the completion of 25 years and before the completion of 35 years of continuous service with the same employer.
- (iii) One special holiday of four weeks after completion of 35 years and before the completion of 40 years of continuous service with the same employer.
- (iv) One special holiday of five weeks after the completion of 40 years continuous service with the same employer.

Such special holidays must be taken within the respective periods specified above and shall be forfeited unless taken within these periods.

20.2 All special holidays provided for in clause 20.1 should be at the same basis of average earnings as applies to Annual leave and may be taken in one or more periods and at such time or times as may be agreed by the employer and the employee.

20.3 If an employee who has become entitled to a special holiday as above, leaves the employment before the holiday has been taken, payment for the holiday shall be made.

20.4 For those employees where superior entitlements exist, such entitlements shall be retained by the individuals concerned.

21. Leave Without Pay

21.1 Leave without pay may be taken by mutual agreement between the employee and employer.

22. Domestic/Family Violence Support

Employees who experience domestic/family violence can seek support and assistance from their employer. Employees dealing with such issues are encouraged to seek confidential assistance from their employer.

Family Violence leave

Family violence leave shall be granted in accordance with the provisions of the Holidays Act 2003 and its amendments.

This leave is in addition to the annual leave and sick leave provisions in this agreement.

In accordance with the Holidays Act, an employee who is experiencing family violence is eligible for family violence leave after six months current continuous service with the employer; the entitlement is to up to 10 days leave in each subsequent 12 month period. The employer may require evidence that the employee is affected by family violence. This section is added to provide general information about the entitlement provided by the Act and does not replace the provisions of the Act.

Flexible Working Arrangements

In accordance with the Employment Relations Act 2000, an employee affected by family violence may request a short-term (two months or less) variation of their employment arrangements to assist the employee to deal with the effects of family violence.

23. NZNO Meetings

- 23.1 Union members shall, in each calendar year, be entitled 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:
- 23.1.1 At least 14 days' notice of the meetings shall be given.
 - 23.1.2 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.
- 23.2 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.
- 23.3 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. NZNO Right of Entry

- 24.1 The authorised union representative shall be entitled at all reasonable times to be upon the premises for purposes related to the employment of its members and/or the union's business.
- 24.2 A representative of a union exercising the right 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,—
- 24.2.1 give the purpose of the entry; and
 - 24.2.2 produce—
 - (i) evidence of his or her identity; and
 - (ii) evidence of his or her authority to represent the union concerned.
- 24.3 If a representative of a union exercises the right 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—
- 24.3.1 the identity of the person who entered the premises; and
 - 24.3.2 the union the person is a representative of; and
 - 24.3.3 the date and time of entry; and
 - 24.3.4 the purpose or purposes of the entry.

- 24.4 Nothing in clauses 24.1 to 24.3 allows an employer to unreasonably deny a representative of a union access to a workplace.
- 24.5 The provisions of the Employment Relations Act 2000 shall apply where any provision or entitlement is not provided for as above.

25. NZNO Delegates

- 25.1 The employer shall recognise the delegate(s) who are elected by the employees and endorsed by the union as the representatives of the union.
- 25.2 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.
- 25.3 It is recognised delegates have the ability to seek advice from NZNO prior to involving management.

26. Employment Relations Education Leave

- 26.1 The Employer shall grant leave on pay for employees party to this MECA 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

- 26.2 For the purposes of this clause, calculating the number of full-time equivalent eligible employees employed by an employer –
 - 26.2.1 an eligible employee who normally works 30 hours or more during a week is to be counted as 1;
 - 26.2.2 an eligible employee who normally works less than 30 hours during a week is to be counted as one-half.
- 26.3 The NZNO shall send a copy of the programme for the course and the name of employees attending at least 14 consecutive days prior to the course commencing.
- 26.4 The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.
- 26.5 The provision of Part 7 of the Employment Relations Act 2000 shall apply where any provision or entitlement is not provided for, or is greater than specified above.

27. Superannuation

- 27.1 The provisions of the Kiwisaver Act 2006 and its amendments shall apply. These provisions can be found at www.kiwisaver.govt.nz.

28. Consultation and Management of Change

28.1 Management of Change

- 28.1.1 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:

- (a) improved decision making
- (b) greater cooperation between employer and employees; and
- (c) a more harmonious, effective, efficient, safe and productive workplace.

The employer recognises the role of the employee's staff delegate and the NZNO in assisting in the positive management of change.

- 28.1.2 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.

- 28.1.3 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.

- 28.1.4 Where changes are deemed commercially sensitive to the employer, NZNO and the employees involved in the management of such change, shall meet with the employer and endeavour to reach agreement on any necessary and appropriate confidentiality.

28.2 Consultation

- 28.2.1 Consultation involves the statement of a proposal not yet finally decided upon, listening to what others have to say, considering their responses and then deciding what will be done. Consultation clearly requires more than prior notification.

- 28.2.2 The requirement for consultation should not be treated perfunctorily or as a mere formality. The person(s) to be consulted must be given sufficient opportunity to express their view or to point to difficulties or problems.

- 28.2.3 If changes are proposed and such changes need to be preceded by consultation, the changes must not be made until after the necessary consultation has taken place. Both parties should keep open minds during consultation and be ready to change. Sufficiently precise information must be given to enable the person(s) being consulted to state a view, together with a reasonable opportunity to do so – either orally or in writing.

- 28.2.4 Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.
- 28.2.5 The consultation process will give employees affected, or likely to be affected, by any significant change to staffing, structures or work practise, and the NZNO organiser/delegate, the opportunity to put forward their views on any proposals or options developed for change prior to any final decision being made.
- 28.2.6 The process will generally include, but not necessarily be confined to the following:
- (a) 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.
 - (b) Management will develop a plan or proposal specifying possible implications in relation to staffing changes.
 - (c) The plan or proposal will be circulated to employees likely to be affected and the NZNO organiser/delegate, with a request for feedback 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.
 - (d) Once feedback has been considered, management will make the final decision, and work with the NZNO organiser/delegate to finalise the implementation plan.
 - (e) 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.

29. Redundancy

- 29.1 For the purpose of this agreement, redundancy is defined as a condition in which the employer has staff surplus to requirements because of reorganisation or the closing down of all or part of the employer's operation.
- 29.2 The employer shall provide four weeks written notice of an impending redundancy to the affected employees and shall endeavour to redeploy affected employees. The employer may elect to pay in lieu of all or part of the notice period
- 29.3 During the period of notice, the employee shall be entitled to reasonable time off to attend interviews, seek alternative employment and to undertake counselling, by agreement with the employer, without loss of pay.
- 29.4 The employee made redundant shall be provided with a Certificate of Service stating that employment was terminated as a result of redundancy.

- 29.5 Except as otherwise provided in this clause, in the event that a permanent employee is declared redundant by the employer then the employer shall either:
- 29.5.1 pay redundancy compensation of:
- (i) compensation for the first year of service or part thereof of 4 weeks salary (at the employees ordinary rate of salary at the date of termination without overtime or allowances) and
 - (ii) compensation for each subsequent year of service or part thereof of 2 weeks salary (at the employees ordinary rate of salary at the date of termination without overtime or allowances);
 - (iii) with the proviso that the redundancy compensation so calculated shall not exceed 14 weeks salary; or
- 29.5.2 an employer may arrange for the employee to be made a suitable alternative offer of employment by another employer, and where this is acceptable to the employee then no redundancy compensation shall be payable, providing that agreement by the employee shall not be unreasonably withheld; or
- 29.5.3 an employer may provide the employee with a period of notice of at least 6 months, and no redundancy compensation shall be payable.
- 29.5.4 Clause 30.1 sets out the circumstances in which redundancy compensation does and does not apply in the event of a new employer taking over the business.
- 29.6 A higher settlement than that specified in sub clause 29.5.1 above is not precluded.
- 29.7 Redundancy compensation or extended notice as provided by clause 29.5 shall not apply where:
- (i) an alternative position with the employer is available on the same or substantially similar terms and conditions including location, and with duties within the employee's capabilities (some training may be required), which the employee elects not to take;
 - (ii) an employee agrees to an alternative position with the employer, whether this is a similar position or not.

30. Employee Protection Provision

- 30.1 Where the employer is contracting out, selling or transferring all or part of the business, including the part of the business where the employee is employed, the following provisions will apply:
- 30.1.1 The employer shall endeavour to consult the employee about any proposal to sell all or part of the business or to contract out or transfer work before a final decision is made.
- 30.1.2 If the employer decides to proceed with the proposed restructure, it will negotiate with the new contractor/service provider with a view to endeavouring to have the new employer offer the employee employment on the same or substantially similar terms and conditions including location, and recognising service as continuous. The employee will be advised of timeframes for such negotiation and/or for the acceptance of any offer of employment and/or of any application process, in a timely manner.

- 30.1.3 The employee is entitled to choose whether or not to accept employment with the contractor/service provider. In the event that the contractor/service provider offers the employee employment in terms of 30.1.2 above, no redundancy situation will arise, and the employee will not be entitled to receive redundancy compensation or additional notice as specified in 29.5 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.
- 30.1.4 In the event that the contractor/service provider is not prepared to offer the employee employment in terms of 30.1.2 above, the employee will be entitled to notice of termination as specified in clause 39.1 and will remain entitled to the provisions of 29.5.
- 30.2 The provisions contained in this clause shall not apply where the employer is in receivership or in liquidation.

31. Confidentiality

- 31.1 As part of their normal duties, the employees will have access to confidential information concerning the employer and clients. This information may include, but is not limited to, business information, trade secrets, transaction details, business, employee or client records, and other confidential information relating to the employer, employees or clients.
- 31.2 Under no circumstances will an employee make use of, divulge or communicate confidential information to any person either during the term of this agreement or at any time after the termination of this agreement.
- 31.3 This shall not prevent registered health practitioners from making appropriate ethical/professional disclosures regarding individual patient clinical status and associated legal issues, in accordance with the provisions of the Privacy Act 1993. The registered health practitioner will notify the employer of such disclosures.

32. Policies and Procedures

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

32.3 Vulnerable Children Act 2014

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

33. Safe Staffing and Healthy Workplaces

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

34. Whanau/Family Friendly Policies

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

35. Health and Safety

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

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

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

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

35.5 Attention is also drawn to the employer's policies and procedures on health and safety.

35.6 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.

36. Accidents and Injuries

36.1 Where an employee is incapacitated as a result of an accident, and that employee is on earnings related compensation, and has an entitlement to sick leave, the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation. This leave shall be taken as a charge against the employee's sick leave entitlement. This shall only be applied when the employee requests to use their sick leave for this purpose.

37. Uniforms and Protective Clothing

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

37.2 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.

37.3 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.

38. Payment of Wages

38.1 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.

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

38.3 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.

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

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

38.6 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.

39. Termination of Employment

39.1 Notice Period

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

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

The employer may elect to pay in lieu of all or part of the notice period where the employer is terminating the employee’s employment. Where an employee is resigning, the employer

and employee may mutually agree that the employee will be paid in lieu of all or part of the notice period; this will only occur if both the employer and employee agree to it.

39.2 **Abandonment of Employment**

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

40. **Harassment Prevention**

40.1 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.

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

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

41. **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 (Ministry of Business, Innovation and Employment 0800 20 90 20), 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 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 90 days (12 months in the case of allegations of sexual harassment) 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.

42. Deduction of Union Fees

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

43. No Pass On Provision

- 43.1 The employer parties to this collective agreement agree not to pass on automatically to non-NZNO members, terms or conditions that are the same or substantially the same as those contained in this collective agreement.

This means that the employer and non-NZNO members shall individually negotiate their terms and conditions of employment.


Signed this 28th day of September 2023

Authorized Representative of the Union Party:


.....
Danielle Davies, New Zealand Nurses Organisation

Authorized Employer Representatives:


.....
Matt Prestwood, on behalf of the Primary Care Bargaining Collaborative represented employers.


.....
Mark Little, GenPro, on behalf of the GenPro represented employers


.....
Andrew Tucker, Green Cross Health Ltd

APPENDIX 1

Schedule of Employer Parties

Legal Employer Name	Practice Name
169 Medical Centre Ltd	169 Medical Centre (Loo & Yee Drs)
3 Lakes Health Ltd	Three Lakes Clinic
Accident and HealthCare (Tauranga) Ltd	Accident and HealthCare - Tauranga
Accident and Medical Centre Quaymed Ltd	The Doctors Quaymed Britomart The Doctors Quaymed Wynyard
Albany Street Medical Centre	Albany Street Medical Centre (Drs Buchanan, Hamilton & Horner)
Alex Family Doctors Ltd	Alexandra Family Medical Centre Altimus Health
Allenton Medical Centre LP	Three Rivers Health
Amity Health Centre Ltd	Amity Health Centre
Amuri Health Care Ltd	Amuri Community Health Centre
Amyes Road Medical Centre	Amyes Road Medical Centre
Apollo Medical Ltd	The Doctors Apollo
Aramoho Health Centre Ltd	Aramoho Health Centre
Arc Health Ltd	ARC Health
Archers Medical Centre Ltd	Archers Medical Centre
Armstrong Medical & Aesthetics Ltd / Alshahir Ltd / Suvtan Ltd / NMC No 1 Ltd	Ngaruawahia Medical Centre
Aspiring Medical Centre Ltd	Aspiring Medical Centre
Aurora South Medical Ltd	Aurora Health Centre
Avalon Surgery Ltd	Avalon Medical Centre
Avondale Health Centre Ltd	Avondale Health Centre
Avonhead Surgery	Avonhead Surgery (Drs K Davey & S Shand)
Balmoral Doctors Ltd	Balmoral Doctors
Barrington Medical Services Ltd	Barrington Medical Centre
Beach Haven Health Ltd	Beachhaven Birkdale Medical
Beckford Health Ltd	Beckford Health
Belfast Medical Centre General LP	Belfast Medical Centre
Bester McKay Family Doctors Ltd	Bester McKay Family Doctors
Bethlehem Family Doctors	Bethlehem Family Doctors
Bethlehem Medical Centre Ltd	Bethlehem Medical Centre
Better Health Kaiapoi Ltd	Kaiapoi Family Doctors
Better Health Moorhouse Ltd	Moorhouse Medical Centre
Better Health North Canterbury Ltd	Amberley Medical Centre
Bishopdale Medical 2017	Bishopdale Medical
Birkenhead Medical Associates	Birkenhead Medical Centre
BJM Health Ltd	Mahara Health
Blockhouse Bay Medical Centre Ltd	Blockhouse Bay Medical Centre
Bream Bay Medical Centre Ltd	Bream Bay Medical Centre
Broadway Medical Centre Dunedin Ltd	Broadway Medical Centre (Dunedin)
Broadway Medical Chambers Ltd	Broadway Medical Chambers (Dr P F F Egdén)

Brooklyn Central Health 2005 Ltd	Brooklyn Central Health
Brooklyn Medical Centre Ltd	Brooklyn Medical Centre
Browns Bay Medical Centre Ltd	Browns Bay Medical Centre
Bryndwr Medical Rooms Ltd	Bryndwr Medical Rooms
Bulls Medical Centre Ltd	Bulls Medical Centre
Burwood Health Ltd	Burwood Health
Bush Road Medical Centre Ltd	Bush Road Medical Centre
Buzz Burrell Ltd	Renwick Medical Centre
Cambridge Medical Centre 2000 Ltd	Cambridge Medical Centre
Canterbury GP Ltd	Merivale Medical Practice
Carefirst Trust Ltd	Carefirst Medical Centre - Westtown (Carefirst Group)
Carlyle Medical Centre Ltd	Carlyle Medical Centre
Carterton Health Ltd	Carterton Medical Centre
Cashmere Health Ltd	Cashmere Health
Cashmere Medical Ltd	Cashmere Medical Practice
Central Family Health Care Ltd	Central Family Health Care
Central Medical (Oamaru) Ltd	Central Medical (Oamaru)
Central Medical Napier Ltd	Central Medical (Napier)
Central Wellness Ltd	Junction Health
Cheviot Community Health Centre 2013 Ltd	Cheviot Community Health Centre
Church Street Surgery Opotiki Ltd	Church St Surgery
Churton Park Medical Care Ltd	Churton Park Medical Care
City GPs Ltd	City GPs
City Health LP	High Street City Health
City Medical (Gisborne) Ltd	City Medical (Gisborne)
City Medical Ltd	City Medical (Napier)
Civic Family Health Care	Civic Family Health Care
Clendon Family Doctors Ltd	Clendon Family Health Centre
Clendon Medical Centre LP	Clendon Medical Centre
Clevedon Medical Centre Ltd	Clevedon Village Medical Centre
Clive Medical Centre Ltd	Clive Medical Centre
Coast to Coast Health Care Ltd	Mangawhai Medical Centre Matakana Medical Maungaturoto Medical Centre Paparoa Medical Centre Snells Beach Medical Centre (Coast to Coast) Waipu Medical Centre Warkworth Health Hub Wellsford Medical Centre
Coastal Medical Ltd	Avon Medical Centre Oakura Medical Centre Opunake Medical Centre
Coastal Medical Rooms Ltd	Coastal Medical Rooms (Paraparaumu)
Commercial Street Surgery Ltd	Commercial Street Surgery
Conifer Grove Health Ltd	Conifer Gardens Medical Centre
Connolly Street Medical Ltd	Connolly Street Medical Centre (Dr Hans Snoek)
Cornwall Medical Centre Ltd	Cornwall Medical Centre
Counties Medical LP	Counties Medical Integrated Health Centre

	Counties Medical Papakura (Family Health) Counties Medical Papakura (Urgent Care) Counties Medical Takanini (Family Health) Counties Medical Takanini (Urgent Care)
Crawford Medical Centre Ltd	Crawford Medical Centre
Cromwell Family Practice Ltd	Cromwell Family Practice
Cromwell Medical Centre 2012 LP	Cromwell Medical Centre
Dallas Clinic Ltd	Dallas Clinic
Darfield Medical Centre Ltd	Darfield Medical Centre
Dargaville Medical Centre Ltd	Dargaville Medical Centre
Delectus.Com Ltd	Ashburton Health First
Devon Medical Centre Ltd	Devon Medical Centre
Devonport Medical Ltd	Devonport Health Centre
Diamond Harbour Medical Ltd	Diamond Harbour Medical Centre
Doctors at Kingsland Ltd	Doctors at Kingsland
Doctors on Riccarton Ltd	Doctors on Riccarton
Doctor Ramyasiri General Practitioner Ltd	Queen Street Surgery
Dr Sharon Ashmore & Dr Peter Sim	Kendal Medical Centre
Dr Walker's Family Practice Ltd	Elizabeth St Medical Centre - Dr Walker
Drs Do-More Ltd	Fiordland Medical Practice
Drury Surgery Ltd	The Doctors Drury
Dunedin After Hours Doctors Ltd	Dunedin Urgent Doctors & Accident Centre
Dunedin North Medical Ltd	Dunedin North Medical Centre
East Coast Bays Doctors Ltd	East Coast Bays Doctors
East Otago Health Centre LP	East Otago Health - Palmerston East Otago Health - Waikouaiti
Eastmed St Heliers Ltd	Eastmed Doctors
Eastside Medical Services Ltd	Eastside Medical Centre
Ellerslie Medical Centre Ltd	Ellerslie Medical Centre
Epsom Medical Care Ltd	Epsom Medical Care
Eruera Medical Centre	Eruera Medical Centre
Fairfield Medical Ltd	Springvale Medical Centre
Fairlie Medical Centre	Fairlie Medical Centre
Family Health Centre New Plymouth Ltd	Family Health Centre (New Plymouth)
Farm Street Family Health Centre Ltd	Farm Street Family Health Centre
Featherston Medical Ltd	Featherston Medical Centre
Feilding Health Care Partners Ltd	Feilding Health Care
Fencible Medical Ltd	Picton Surgery
Ferry Road Medical Centre Ltd	Ferry Road Medical Centre
Ferrymead Medical Centre Ltd	Ferrymead Medical Centre
Four Kauri Medical Ltd	Four Kauri Family Medical Centre
Four Peaks Health Centre Ltd	Four Peaks Health Centre
Francis Street Medical 2012 LP	Omaka Medical Centre
G E Graham and Poisson	Mt Pleasant Medical Centre
Gain Health Centre Ltd	Gain Health Centre
Gardens Medical Centre LP	Gardens Medical Centre – Dunedin
Gascoigne Medical Services Ltd	The Doctors Gascoigne
Gate Pa Medical Centre Ltd	Gate Pa Medical Centre (Tauranga)
Glenfield Medical Centre Ltd	Glenfield Medical Centre
Gore Medical Centre (2000) Ltd	Gore Medical Centre
Grafton Medical Centre Ltd	Grafton Medical Centre

Green Bay Medical Centre Ltd	Green Bay Medical Centre
Green Cross Health Primary Ltd	The Doctors Bureta The Doctors Christchurch South The Doctors Fred Thomas Health The Doctors Kamo The Doctors Kerikeri Medical Centre The Doctors Kopeopeo The Doctors Mt Wellington The Doctors Muritai The Doctors Phoenix The Doctors Tauranga The Doctors Te Whare Hapara The Doctors Tikipunga The Doctors Tui The Doctors Welcome Bay The Doctors Whakatipu (Frankton) The Doctors Whakatipu (Lower Shotover)
Green Island Family Health Care (Steve Searle) Ltd	Green Island Family Health Centre
Greenwood Medical Centre Ltd	Greenwood Medical Centre (Epsom)
GRMP LP	Grahams Road Medical Practice
Group Medical Chambers Ltd	Group Medical Chambers (Palmerston North)
Halswell Health Ltd	Halswell Health
Hamilton East Medical Centre Ltd	Hamilton East Medical Centre
Hanmer Springs Health Centre	Hanmer Springs Health Centre
Harbour Health Port Chalmers Ltd	Harbour Health Port Chalmers
Harewood Medical Centre LP	Harewood Medical Centre
Hataitai Medical Practice	Hataitai Medical Practice
Health Central Ltd	Healthcentral - Alexandra Roxburgh Medical Centre
Health New Lynn Ltd	Health New Lynn
Health Partners South Ltd	Catherine Street Medical Centre
Health-I Glenfield Ltd	Health - I Care
Helensburgh Medical Properties Ltd	Helensburgh Medical Centre
Herne Bay Medical Centre Ltd	Herne Bay Medical Centre
Hibiscus Coast Medical Centre Ltd	Hibiscus Coast Medical Centre
Hillmed Health Ltd	Hillmed Health Centre
Hillsborough Medical Centre Ltd	Hillsborough Medical Centre
Hirsch Ford Medical Ltd	Elizabeth St Medical Centre - Dr Ford
Hobsonville Family Doctors Ltd	Hobsonville Family Doctors
Hong Kong Surgery Ltd	Hong Kong Surgery
Hoon Hay Medical Services Ltd	Hoon Hay Medical Centre
Hornby Care Medical Centre (2003) Ltd	Hornby Medical Centre
Howeycare Ltd	Upper Riccarton Medical Centre - Drs Howey & Old
Hunters Corner Medical Centre LP	Hunters Corner Medical Centre
Hutt City Health Centre LP	Hutt City Health Centre - Lower Hutt Hutt City Health Centre - Wainuiomata
Ilam Medical Centre Ltd	Ilam Medical Centre
Innes Road Medical Rooms	Innes Road Medical Rooms

Invercargill Medical Centre LP	Invercargill Medical Centre
Island Bay Medical Centre Ltd	Island Bay Medical Centre
Jabulani Medical Ltd	Jabulani Medical Centre
James Street Doctors Ltd	James Street Doctors
John Edgar Upsdell	Dr Upsdell's Surgery
K & J Andreas Ltd	Work Wellness
K C P Holdings Ltd	Rata Family Health
Kaiapoi Medical Centre Ltd	Kaiapoi Medical Centre
Kaikoura Health Care Ltd	Kaikoura Healthcare
Kaipara Health Ltd	Kaipara Medical Centre
Katikati Medical Centre Ltd	Katikati Medical Centre
Kauri Healthcare Ltd	Amesbury Health Centre (Palmerston North) Kauri Healthcare on Albert Kauri Healthcare on Vivian
Kendrick Rosby Ltd	Kingsland Family Health Centre
Kensington Health Ltd	Kensington Health
Kerimed Health Ltd	Kerimed Doctors
Koru Medical Services Ltd	Cambridge Family Health
Kristine Ann Van Der Beek	Forrest Hill Family Medical Centre
KTP Medical Ltd	Karaka Family Health
Kumeu Village Medical Centre Ltd	Kumeu Village Medical Centre
L Y & Song Co Ltd	Northcote Point Doctors
Leamington Medical Centre Ltd	Leamington Medical Centre
Lennie the Lion Ltd T/A Auckland Family Medical Centre	Auckland Family Medical Centre
Leeston Medical Centre Ltd	Leeston Medical Centre
Levin Health Ltd	Masonic Medical Centre
Lincoln Medical Ltd	Lincoln Medical Centre
Linwood Avenue Medical Centre Ltd	Linwood Medical Centre
Lister Court Medical Centre LP	Lister Court Medical Centre
Little London Medical Clinic Ltd	Little London Medical Clinic
Local Doctors Hill Road Ltd	Manurewa Healthcare Centre
Lumsden Medical Centre 2000 Ltd	Lumsden Medical Centre
Lyttelton Health Centre Ltd	Lyttelton Health Centre
M&I Health Centre Ltd	Medical & Injury Health Centre - Hastings
Mahara Health Ltd	Tararua Medical Centre
Mahora Health Hastings Ltd	Mahora Medical
Main North Rd Medical Centre	Main North Rd Medical Centre
Mairehau Medical Services Ltd	Mairehau Medical Centre
Mana Medical Centre Ltd	Mana Medical Centre
Mangakino Health Services Ltd	Mangakino Health Services
Manly Medical Centre Ltd	Manly Medical Centre
Manu Ora Ltd	Manu Ora
Mapua General Practice Ltd	Mapuahealth Centre
Maraenui Medical Centre Ltd	Maraenui Medical Centre
Marshlands Family Health Centre Ltd	Marshlands Family Health Centre
Martinborough Health Services Ltd	Martinborough Health Centre
Masterton Medical Ltd	Masterton Medical
McLaren Park Healthcare Ltd	McLaren Park Medical Centre
Meadowbank Family Doctors Ltd	Meadowbank Family Doctors
Meadowbank General Practice Ltd	Meadowbank General Practice

Medical and Injury Centre Ltd	Medical and Injury Centre - Nelson
Medical Corner Doctors Ltd	Medical Corner Doctors (Rangiora)
Meridian Medical Centre LP	Meridian Medical Centre
Merrilands Medical Centre Ltd	Merrilands Medical Centre (Carefirst Group)
Methven Medical Ltd	Methven Medical Centre
Midland Park Medical Ltd	City Medical Centre
Milford Family Medical Centre Ltd	Milford Family Medical Centre
Millhouse Medical Centre Ltd	Millhouse Integrative Medical Centre
Milton Medical Centre LP	Green Island Medical Centre Milton Medical Centre
Miramar Medical Practice Ltd	Miramar Medical Centre
Moore St Medical Centre LP	Moore Street Medical Centre
Mornington Health Centre Ltd	Mornington Health Centre
Morrinsville Medical Centre Ltd	Morrinsville Medical Centre
Motueka & Districts Preschool & Whanau Trust	Motueka Family Service Centre
Motueka Medical (2013) Ltd	The Doctors Motueka
Moturoa Medical Centre Ltd	Moturoa Medical Centre (Carefirst Group)
Mount Medical Centre Ltd	Mount Medical Centre
Mount Wellington Family Health Centre Ltd	Mt Wellington Family Health Centre
Mountainview Medical Ltd	Mountainview Medical
Mt Eden Medical Centre Ltd	Mt Eden Medical Centre
Murihiku Medical Services Ltd	Murihiku Medical Services
Murupara Medical Centre Ltd	Murupara Medical Centre
Musselburgh Medical Centre Ltd	Musselburgh Medical Centre
N and R Wilson Ltd	Paihia Medical Services
Naenae Medical Centre Ltd	Naenae Medical Centre
Nelson City Medical Centre 2019 Ltd	Nelson City Medical Centre
Nelson East Family Medical Centre	Nelson East Medical
Nelson Family Medicine Ltd	Nelson Family Medicine
Newlands Medical Centre Ltd	Newlands Medical Centre
Newtown Medical LP	Newtown Medical Centre
Ngongotaha Medical Centre Ltd	Ngongotaha Medical Centre
Ngunguru Medical Centre	Ngunguru Medical Centre
Normans Road Surgery Ltd	Normans Road Surgery
North Avon Medical Centre Ltd	North Avon Medical Centre
North Harbour Medical Centre Ltd	North Harbour Medical Centre
Northwood Medical Centre Ltd	Northwood Medical Centre
Oak House Medical Centre (2008) Ltd	Oak House Medical Centre
OKS Medical Ltd	Belfast North Mediquel Doctors
Onehunga Doctors Ltd	Onehunga Doctors
Onerahi Health Ltd	Onerahi Family Healthcare
Onslow Medical Centre Ltd	Onslow Medical Centre
Otaki Family Medicine Ltd	Otaki Medical Centre
Otara Family & Christian Health Centre Ltd	Otara Family & Christian Health Centre
Oto Med Ltd	Otorohanga Medical Centre
Owairaka Medical Ltd	Alberton Medical Practice
Paeroa Medical Group Ltd	Paeroa Medical Centre
Panmure Medical Centre	Panmure Medical Centre
Papakura Family Medicine Clinic Ltd	Papakura Family Medicine Clinic
Papamoa Beach Family Practice Ltd	Papamoa Beach Family Practice

Papamoa Pines Medical Group Ltd	Papamoa Pines Medical Centre
Papanui Medical Centre Ltd	Papanui Medical Centre
Papatoetoe Medical Centre Ltd	Papatoetoe Medical Centre
Parklands Health Ltd	Parklands Medical Centre
Pegasus Medical Centre Ltd	Pegasus Medical Centre
Peninsula Medical Centre Ltd	Peninsula Medical Centre (Auckland)
Petone Medical Centre	Petone Medical Centre
Pfeffer Medical Services Ltd	Pfeffer Medical Services
Phlox Docs Ltd	Arena Healthcare
Picton Medical Centre LP	Picton Medical Centre
Pihanga Health 2007 Ltd	Pihanga Health
Plimmer Surgery LP	Plimmer Steps Medical Centre
Point II Care (2014) Ltd	Pleasant Point Health Centre
Porcupine Investments Ltd	Harley Street Medical
Pow and Smart Medical Ltd	Juno Health
Primary Health Care Ltd	Beerescourt Medical Practice Central Medical Centre - New Plymouth Hillcrest Medical Centre Huntly West Medical Centre Lake Surgery Moa Medical Northcare Grandview Road Northcare Pukete Road Northcare Thomas Road Owhata Medical Centre Phoenix Urgent Doctors Tamahere Medical Centre Tokoroa Medical Centre Waihi Beach Medical Centre
ProMed Ltd	ProMed Doctors
Qashab Ltd	Western Heights Health Centre
QE2 Medical 2019 Ltd	QE II Medical Centre
Queen St Practice Ltd	Queen Street Practice
Queen Street Doctors Ltd	Queen Street Doctors
Queens Park General Practice Ltd	Queens Park General Practice
Radius Ti Rakau Ltd	The Doctors Ti Rakau
Raglan Medical Ltd	Raglan Medical
Rakaia Healthcare Ltd	Rakaia Medical Centre
Ranfurly Medical Ltd	Ranfurly Medical Centre
Rangiora Medical Centre 2013 LP	Good Street Medical Centre Rangiora Family Doctors Woodend Medical Centre
Ranolf Medical Centre Ltd	Ranolf Medical Centre
Rata Medical Ltd	Rata Medical
Raumanga Medical Centre Ltd	Raumanga Medical Centre
Redwood Clinic	Redwood Clinic
Redwoodtown Medical Centre LP	Redwoodtown Medical Centre
Remuera Doctors Ltd	Remuera Doctors
Remuera Village Medical Centre Ltd	Remuera Village Medical Centre
Restore & Rebuild Life Ltd	Waimairi Road Medical Centre
Riccarton Clinic 2021 Ltd	Riccarton Clinic & After Hours Medical Care

Riccarton Medical Practice Ltd	Riccarton Medical Practice
Richmond Health Centre Ltd	Richmond Health Centre (Nelson)
Richmond Road Medical Centre Ltd	Richmond Road Medical Centre
RM Integrated Health Ltd	Casebrook Surgery
Rohrbach Medical Ltd	Ōamaru Doctors
Rolleston Central Health Ltd	Rolleston Central Health
Ropata Health Ltd	Ropata Health
Roselands Doctors Ltd	Roselands Doctors
Roslyn Health Centre	Roslyn Health Centre
Rotorua Medical Group Ltd	Central Health (Rotorua) Fairy Springs Medical Centre Rotorua Medical Group
Royal Heights Medical Centre Ltd	Royal Heights Medical Centre
Ruatahi Health Centre Ltd	Ruatahi Medical Centre
Russell Medical Services Ltd	Russell Medical Centre
Rust Ave Doc Online Ltd	Rust Avenue Medical Centre
Sandhu Doctors Ltd	Sandhu Doctors
Sanford Omni Health CBD Ltd	Shortland Health
Sanzuk Medical Ltd	Greenwood Health
Seatoun Medical WM Ltd	Seatoun Medical
Sebastian Services Ltd	Clarence Medical Centre
Selwyn Village Healthcare Ltd	Selwyn Street Medical Centre
Shobi Gopal Ltd	Glenavon Doctors Surgery
SNH Health Ltd	Girven Family Practice
Solent Care Ltd	The Nest Health Centre
South City Health Ltd	South City Medical Centre - Hamilton
South City Medical Centre Ltd	South City Medical Centre - Invercargill
South Hill Medical LP	South Hill Medical
Southpoint Family Doctors Ltd	Southpoint Family Doctors
Springlands Health Ltd	Havelock Medical Centre Springlands Surgery
St Albans Medical Services Ltd	St Albans Medical Centre
St Heliers Health Centre Ltd	The Doctors St Heliers
St Lukes Health Centre	St Luke's Health Centre
St Martins Medical Practice 2000 Ltd	St Martins Medical Practice
Stoddard Medical Ltd	Stoddard Road Medical Centre
Stoke Medical Centre Ltd	Stoke Medical Centre
Strandon Health Ltd	Strandon Health
Straven Medical Rooms	Straven Medical
Sunnynook Medical Centre (2018) Ltd	Sunnynook Medical Centre
Sunset Family Doctors Servco Ltd	Sunset Road Family Doctors
Sydney Street Medical Centre Ltd	Sydney Street Health Centre (Dr D G Robson)
Tahuna Medical Centre Ltd	Tahunanui Medical Centre
Takapau Community Health Charitable Trust	Takapau Health Centre
Takapuna Health Ltd	Takapuna Health
Tamaki Family Health Clinic Ltd	Tamaki Family Health Centre
Tara Road Medical Centre Ltd	Tara Road Medical Centre
Taradale Medical Centre Ltd	Taradale Medical Centre
Tararua Health Group Ltd	Barraud Street Health Centre Dannevirke Community Hospital

	Norsewood and Districts Health Centre Pahiatua Medical Centre Tararua Health Group Woodville Health Centre
Tarawera Medical Centre Ltd	Tarawera Medical Centre
Tasman Medical Centre Ltd	Tasman Medical Centre
Taumarunui Community Kokiri Trust	Kokiri Trust (The Family Clinic) Maniapoto Whanau Ora Centre Taumarunui Medical Centre
Taupo Health Centre Ltd	Taupo Health Centre
Taupo Medical Centre Ltd	Taupo Medical Centre
Tauranga Healthcare Ltd	Family Doctors - Brookfield on Otumoetai Family Doctors - Pyes Pa Family Doctors - The Lakes
Tawa Medical Centre Ltd	Tawa Medical Centre and Linden Surgery
Te Aroha Noa Medical Centre Ltd	Te Aroha Noa Medical Centre
Te Awamutu Medical Centre Gresham Clinic Ltd	Te Awamutu Medical Centre
Te Kuiti Medical Centre Ltd	Te Kuiti Medical Centre
Te Mata Peak Practice Ltd	Te Mata Peak Practice
Te Ngae Primecare Ltd	Te Ngae Medical Centre
Te Pou Oranga O Whakatohea Ltd	Whakatohea Health Centre
Te Puke Medical Centre Ltd	Te Puke Medical Centre
Te Whare Ora O Eketahuna - Eketahuna Health Centre Inc	Eketahuna Health Centre
Team Medical at Kapiti Ltd	Team Medical (Kapiti)
Temuka Healthcare Ltd	Temuka Healthcare Ltd (Dr R Vara)
Thames Medical Centre Ltd	Thames Medical Centre
The Christchurch Doctors Ltd	The Christchurch Doctors
The Doctors (Coast Care) Ltd	The Doctors Birkenhead The Doctors Red Beach
The Doctors (Hastings) Ltd	The Doctors Hastings The Doctors Waipawa
The Doctors (Massey Medical) Ltd	The Doctors Massey Medical (Auckland)
The Doctors (New Lynn) Ltd	The Doctors New Lynn
The Doctors (Whangaparaoa) Ltd	The Doctors Whangaparaoa
The Kawakawa Bay-Orere Health Clinic Inc	Kawakawa Bay-Orere Health Clinic
The Palms Medical Centre Ltd	The Palms Medical Centre
The Skin Clinic Marlborough Ltd	The Skin Clinic Marlborough (Dr Mark Foley)
Tima Health Ltd	Tima Health
Timaru After Hours Medical Service	Timaru After Hours Medical Service
Timaru Health Ltd	Dee Street Primary Care
Timaru Medical Centre LP	Timaru Medical Centre
Tinwald Medical Services Ltd	Tinwald Medical Centre
Titahi Bay Surgery Ltd	Titahi Bay Surgery
Titirangi Medical Centre Ltd	Titirangi Medical Centre
Titoki Medical Centre LP	Titoki Medical
Toi Ora Health 2022 Ltd	Toi Ora Health Opotiki
Toi Toi Medical Ltd	Toi Toi Medical
Top Health Kaitaia	Top Health Care (Kaitāia)
Torbay Community Medical Ltd	Torbay Community Doctors

Torbay Medical Centre	Torbay Medical Centre
Total Health Doctors Ltd	The Doctors Total Health
Travis Medical Centre Ltd	Travis Medical Centre
Tuakau Health Ltd	Tuakau Health Centre
Tuapeka Community Health Company Ltd	Tuapeka Community Health
Tui Medical Ltd	Tui Medical Davies Corner Tui Medical Parkwood Tui Medical Rototuna Tui Medical Te Rapa
Tuki Tuki Medical Ltd	Tuki Tuki Medical Centre
Upper Hutt Health Centre Ltd	Upper Hutt Health Centre
Vercoe Brown & Associates Ltd	Vercoe Brown & Associates
VMC Ltd	Vivian Medical Centre
W Grove Ltd	Riverton Medical Centre
Wade Medical Ltd	Riverslea Medical Centre
Waiau Health Trust Ltd	Tuatapere Medical Practice
Waihi Family Doctors Ltd	Waihi Family Doctors
Waihi Medical Centre Ltd	Waihi Health Centre
Waikanae Health Ltd	Waikanae Health Centre
Waikari Health Care Ltd	Waikari Health Centre
Waimate Health Trust Ltd	Waimate Medical Centre
Waimauku Doctors Ltd	The Doctors Huapai The Doctors Silver Fern The Doctors Waimauku
Waitara Health Centre Ltd	Waitara Health Centre
Waiuku Health Centre Ltd	Waiuku Health Centre
Wakefield Medical Practice Ltd	Wakefield Health Centre
Waltham Medical LP	Waltham Medical Centre
Wanaka Medical Centre Ltd	Wanaka Medical Centre
Wellington After-Hours Medical Service Ltd	Wellington Accident & Urgent Medical Centre
Wellington Medical Group Ltd	Johnsonville Medical Centre Thorndon Medical Centre Whitby Doctors
West End Medical Ltd	West End Medical Centre
West Otago Health Ltd	West Otago Health Medical Centre
Western Bay of Plenty Primary Health Organisation Ltd	Western Bay of Plenty PHO
Westland Medical Centre Ltd	Westland Medical Centre
Westmere Medical Centre Ltd	Westmere Medical Centre
Whānau Aranui HC General Partner Ltd	Te Aranga Health
Whangamata Medical Services 2010 Ltd	Whangamata Medical Centre
Whangaparaoa Medical Centre Ltd	Whangaparaoa Medical Centre
Wicksteed Medical LP	Wicksteed Medical Centre
Willcare Health Ltd	Westend Medical Centre
Winton Medical Services Ltd	Winton Medical Centre
Wood Street Surgery Ltd	Wood Street Surgery
Woodham Rd Healthcare Ltd	Woodham Rd Medical
Yaldhurst Family Doctors	Yaldhurst Family Doctors
Yellow Brick Services Ltd	Cook Street Health Centre