

Offer to settle the Health NZ – NZNO Nursing and Midwifery Collective Agreement

Details of the Offer

This document sets out all changes to the current collective agreement clauses that form part of the Health New Zealand | Te Whatu Ora (Health NZ) offer for settlement. Where there is no proposed change, the current wording remains.

CA CLAUSE	TITLE	DETAIL OF CHANGE
Term		
3.0	Term of agreement	Amend clause 3.0 Term to read: <i>This agreement shall come into effect on 1 November 2024 and shall expire on 31 October 2026.</i>
8.0	Pay rates	Amend the salary rates in section 8.0 to reflect the following increases: <ul style="list-style-type: none">• 3% increase to all pay rates in CA effective 7 April 2025• 2% increase to all pay rates in CA effective 6 April 2026• \$2,000 flat rate increase to all steps in the Designated Senior Nurse, Designated Senior Midwife and Nurse Practitioner scales effective 7 April 2025• \$2,000 flat rate increase to step 5 of the enrolled nurse scale effective from 5 January 2026
8.1.5	Extension of clause	Amend clause 8.1.5 to read <i>A nurse or midwife previously employed on the Enrolled Nurse scale, or Health Care Assistant scale, shall be appointed to the appropriate scale and salary step no lower than their Enrolled Nurse salary, or Health Care Assistant salary, when they qualify as a Registered Nurse, Registered Midwife, or Enrolled Nurse.</i>
10.1	Maximum On-Call time	Add the following paragraph to the end of clause 10.1.1: <i>Where fatigue is identified by an employee as a risk or they consider that the number of hours they are required to work oncall is unreasonable due to the design or intensity of an on-call roster, the employer shall review the roster and where validated reasonable mitigations shall be developed and applied. The review will be undertaken with input from NZNO and may include support from Occupational Health and Safety.</i>

10.3	Shift coordinator allowance	<p>Amend clause 10.3 Shift coordinator allowance to read:</p> <p><i>10.3.1 From 1 April 2025 an allowance of \$3.00 per hour will be payable to a registered nurse or registered midwife or enrolled nurse where:</i></p> <p>(a) <i>They are assigned to a shift coordinator role for their ward/department/or team for the duration of the shift (excluding breaks). With that shift being a period of at least eight hours.</i></p> <p>(b) <i>They are not in a designated senior nurse/midwife position or receiving a higher duties or other allowance for the shift.</i></p> <p>(c) <i>The shift coordinator duties include (but are not limited to):</i></p> <ul style="list-style-type: none"> (i) <i>Organising resourcing for the current and subsequent shifts.</i> (ii) <i>Ensuring safe staffing information is collected and inputted appropriately as appropriate for the ward/department.</i> (iii) <i>Supervision of staff.</i> (iv) <i>Overall responsibility for patient flow and coordination within the ward/department.</i> (v) <i>Liaising with other wards and/or departments and/or duty management teams.</i> <p><i>10.3.2 The allowance in 10.3.1 will not be paid where a designated senior nurse/midwife is already carrying out the role and functions of shift coordination.</i></p>
10.4	Duly Authorised Officers	<p>10.4 Amend paragraph 2 and the table under paragraph 2 of this clause to read:</p> <p><i>From 2 June 2025 employees who are designated as Duly Authorised Officers shall receive a \$3,500 annual allowance (prorata for part time staff) payable fortnightly.</i></p> <p><i>Those employees already in receipt of a higher allowance as at 1 September 2021 will be entitled to continue to receive the higher allowance.</i></p> <p>Other grandparented arrangements will continue.</p>
10.5	Authorised Officers Allowance	<p>10.5.2 Amend this clause to read:</p> <p><i>From 2 June 2025 employees who are designated as Authorised Officers shall receive a \$3,500 annual allowance payable fortnightly. The allowance will be paid pro rata for part time staff. Those employees already in receipt of a higher allowance as at 1 September 2021 will be entitled to continue to receive the higher allowance.</i></p>
10.10	Tikanga Māori Pūtea Allowance	<p>New clause to be inserted into the allowance section - section 10:</p> <p>10.10 Tikanga Māori Pūtea:</p> <p><i>10.10.1 He pūtea tēnei mā ngā kaimahi kāhore anō rātou i mahia ēnei whakaritenga Pūkenga Māori i a te ra, i a te ra. He pūtea mā ngā kaimahi e mahi ana i ngā Pūkenga Māori hei whakamana, hei piki ake i te mana o Te Whatu Ora.</i></p>

		<p><i>10.10.2 E ora ana tēnei whakaritenga mā i a whiringa kōrero kia arotake.</i></p> <p><i>Whakapākehatia:</i></p> <p><i>Tikanga Māori Pūtea/Allowance</i></p> <p><i>10.10.3 A Pūtea will be paid where, by mutual agreement, the kaimahi Māori will deliver Pūkenga Māori on behalf of the service or organisation, where this knowledge is not recognised in their role or remuneration.</i></p> <p><i>10.10.4 The Pūtea shall be valued by the frequency and regularity of delivery described in an Allowance Matrix cited in Appendix 1 (f).</i></p> <p><i>10.10.5 Where the delivery of Pūkenga Māori exceeds 48 hours per quarter x 4, their role will be rescoped.</i></p> <p><i>10.10.6 This process for Pūtea is open for review and evaluation at each successive bargaining round.</i></p> <p><i>10.10.7 This clause will come into effect from 7 April 2025.</i></p>
28.2.7	Nurse practitioner professional development allowance	<p>Amend clause 28.2.7 to read:</p> <p><i>From 7 April 2025 Nurse Practitioners shall be entitled to an annual \$6,000 professional development allowance to support appropriate professional development opportunities. This allowance may be accrued for up to 3 years (\$18,000). Such opportunities will be discussed between the Nurse Practitioner and their line manager.</i></p> <p><i>This allowance is pro-rated for part-time employees, except for part-time employees who are solely employed by Health NZ.</i></p>
31.1	Health and Safety - representative time and resources	<p>Amend the following clause under Health and Safety:</p> <p><i>31.1 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. The parties agree to comply with the Health NZ Employee Participation Agreement.</i></p>
31.6	Health and Safety - representative time and resources	<p>Amend the following clause under Health and Safety:</p> <p><i>31.6: The employer recognises that to fulfil their function Health and Safety Representatives (HSRs) require adequate training (including unit standard 29315), time and facilities. This training</i></p>

		<p><i>shall be available and attended within 3 months of commencing as an HSR where practicable. The Health and Safety at Work Act 2015 requires employers to allow a health and safety representative to spend as much time as is reasonably necessary to perform their functions or exercise their powers under the Act (clause 10(c), Schedule 2). Any work that is necessary outside of working hours will be paid be at T1 or granted time in lieu provided the employer has given approval for the out of hours health and safety work, which shall not be unreasonably withheld.</i></p>
<p>40.0 – 40.4</p>	<p>Bargaining fee</p>	<p>Update bargaining fee clause 40 to reflect increased change in bargaining fee amount and expiry date of bargaining fee which is 31 October 2026 (end of CA term).</p> <p>Clause 40.0 to read:</p> <p><i>“It is agreed that a bargaining fee shall be applied to those employees whose work is covered by this Agreement but who are not members of NZNO and who are not members of another union, and who do not otherwise opt out of this clause, in accordance with the Employment Relations Act 2000 (S.69P and following).</i></p> <p>40.1 For the purpose of this clause:</p> <ul style="list-style-type: none"> a) <i>the “bargaining fee” shall be set at 100% of the current NZNO membership subscription rate (Registered Nurses \$25.17 per fortnight, Enrolled Nurses \$20.10 per fortnight, Health Care Assistants \$15.01 per fortnight) and paid each pay period, and shall not increase during the term of this clause;</i> b) <i>the date the bargaining fee commences is 14 days after the expiry of the specified period as advised to the affected employees in accordance with S.69R.(1)(c) of the Employment Relations Act 2000;</i> c) <i>an “affected employee” is one</i> <ul style="list-style-type: none"> (i) <i>whose work is covered by the coverage clause of this Agreement and</i> (ii) <i>whose terms and conditions of employment comprise or include the terms and conditions of employment specified in this Agreement and</i> (iii) <i>who is not a member of the union and (iv) who is not a member of another union and</i> (v) <i>who is not an employee who has opted out.</i> d) <i>An “employee who has opted out” is one who would otherwise be an affected employee but who has notified the employer by the end of the specified period that they do not wish to pay the bargaining fee, and whose terms and conditions of employment remain the same until such time as varied by agreement with the employer.</i>

		<p>40.2 The employer shall at the end of the specified period deduct the bargaining fee from the wages of each affected employee and remit it to the union in the same manner in which union subscriptions are deducted and remitted to the union.</p> <p>40.3 Nothing in this clause applies to new employees, that is, those who are employed after this Agreement has come into force.</p> <p>40.4 This clause shall expire on 31 October 2026.</p>
41.1	Superannuation	Replace 3% with 4%

Appendix 1 (a)	Bipartite Relationship Framework	<p>Add to Appendix 1(a) - Bipartite Relationship Framework</p> <p><i>Introduction</i></p> <p><i>Health NZ and its predecessors and the NZNO have a long history of constructive engagement and have established formal frameworks for dialogue that strengthens their relationships with each other and contributes to and informs decision making processes.</i></p> <p><i>Frameworks</i></p> <p><i>The relationship frameworks are established at various levels across the organisation with a primary focus on the strategic, operational and local levels.</i></p> <p><i>At the time of settling this CA, the following relationship forums operate in Health NZ, and both parties record their commitment to maintaining the operation of these forums in line with the relevant terms of reference:</i></p> <ul style="list-style-type: none"> <i>• He Ara Tapatahi - the strategic level engagement forum, including NZNO and other NZ CTU affiliated unions, representing members in Health NZ.</i> <i>• Kāhui Kōkiri – the national level operational engagement forum, including all unions representing members in Health NZ.</i> <i>• Local bipartite action groups operate at the district level.</i> <p><i>The terms of reference for He Ara Tapatahi and Kāhui Kōkiri can be found [here] (insert link to terms of reference).</i></p> <p><i>Note: The terms of reference for both He Ara Tapatahi and Kāhui Kōkiri are reviewed by the forums on a regular basis</i></p>
Appendix 1(f) new	Tikanga Māori Pūtea	Insert new Appendix 1 (f) – Allowance matrix for Tikanga Māori Pūtea:

Appendix 1 (f)

Tikanga Māori Pūtea/Allowance (see [clause 10.10](#))

A cultural contribution allowance matrix has been established with reference to the SP10 job evaluation methodology. The value of the allowance determined for each contributor can be anchored against this matrix based on volume of contribution and will be paid during the period of contribution.

Tikanga Māori Pūtea/Allowance					
		Q1	Q2	Q3	Q4
Contribution Level	25% 1 hour per week	\$500	\$500	\$500	\$500
	50% 2 hour per week	\$1,000	\$1,000	\$1,000	\$1,000
	75% 3 hour per week	\$1,500	\$1,500	\$1,500	\$1,500
	100% 4 hour per week	\$2,000	\$2,000	\$2,000	\$2,000
Maximum per quarter Allowance: \$2,000 Time: 4 hours					
Maximum per annum Allowance: \$8,000 Time: 188 hours					
Contributions exceeding 4 hours per week to be included in employee's position description. Role to be rescoped.					

Other changes to the CA

Working group	Staff to patient ratios	<p>Include below as new schedule (Schedule 1) in CA:</p> <p><i>This schedule is incorporated into the collective agreement for its term and will expire at the end of the term 31 October 2026 or earlier if the parties agree they have completed the work.</i></p> <p><i>Parties' commitment to a joint work programme on nurse-patient ratios.</i></p> <p>Introduction and commitment of parties</p> <ol style="list-style-type: none"> 1) <i>Both parties are seeking to clarify and improve processes for establishing nursing roles and ensuring sufficient staff are on duty to provide safe care to patients and sustainable workloads for nurses.</i> 2) <i>This work programme does not replace or interrupt the CCDM programme currently underway, including the current improvement programme.</i> 3) <i>There is a shared interest in exploring fixed nurse-patient ratios as a complement, or alternative, to other safe staffing methodologies (principally CCDM) in Health NZ clinical settings where appropriate.</i> <p>Commitment of the parties</p> <ol style="list-style-type: none"> 4) <i>Over the term of the CA, the parties will undertake a work programme together.</i> 5) <i>The purpose of the work programme will be to assess existing evidence on nurse-patient ratios and gather/generate further evidence that may be needed to explore nurse-patient ratios in the Aotearoa-New Zealand and Health NZ context with the 2022 Ministry of Health review of CCDM informing that context.</i> 6) <i>This work programme will include an evaluation of the efficacy of the CCDM programme in ensuring sufficient staff are on duty to provide safe care to patients and sustainable workloads for nurses.</i> <i>Early work will be undertaken to identify the existing or new data required to describe the current state.</i> 7) <i>The parties are each, and jointly committed, to and will apply learning and evidence from this work programme to develop and consider options for ensuring sufficient staff are on duty to provide safe care to patients and sustainable workloads for nurses.</i> 8) <i>The parties acknowledge that changes to the collective agreement and the Healthy Workplaces Agreement (Appendix 1(b) of the CA) and non-contractual processes and procedures may need to be considered by them, and they accept that consideration of the evidence will form part of their good faith obligations, both in general and in the collective bargaining context.</i> <p>Resourcing and timelines</p>
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Technical changes		
1.2	Parties	Removed last paragraph <i>"Please refer to Appendix 1A for "Healthy Workplaces Agreement" which replaces this sub-clause."</i> as this is now redundant.
5.0	Spelling error	Corrected misspelling of addiction in "...section 91 of the Substance Addition (Compulsory Assessment and Treatment) Act 2017."
5.0	Reference correction	Senior Nurses or Midwives definition incorrectly referenced the HCA pay scale.
6.0	Reference correction	Clause reference was linked to Meal Allowance, this is now updated to correct numbering.
8.1.2	Reference correction	Clause erroneously referenced HCA pay scale instead of Registered Midwife scale.

8.1.4	HCA Merit clause	Merit clause for HCAs moved to 28.3
10.8.1	Reference correction	Clause reference was missing a zero on the end.
16.1	Websites replaced	Websites written in brackets have been removed and replaced with hyperlinks.
16.10	Bullet points missing	Last two paragraphs were incorrectly bullet pointed in line with the earlier paragraphs; these have been moved in to align underneath, and in connection to 16.10 (b)(iii).
16.10 (b) (iii)	Reference correction	Last bullet point had incorrect reference for staff surplus clause.
28.1	Spelling error	Misspelling of NZNO has been corrected in last paragraph.
28.2.9	Spelling error	Title had “recognition or quality” but should have been “of” which has been corrected now.
37.1	Reference correction	Clause referenced itself, this has now been corrected.
Appendix 1(e)	Lettering error	Previously Appendix 1(d) was a double up. Lettering corrected so second Appendix 1(d) is now Appendix 1(e)
Throughout	Updating employer title	References to Te Whatu Ora updated to Health NZ Te Whatu Ora or Health NZ for short throughout document.
Throughout	Numbering	Standardised numbering and bullet pointing throughout document.
Throughout	References	Updated reference numbers where necessary to align with new clause numbering.
Throughout	Formatting	Reformatted whole document for consistency of font, titles, clause numbering and hyperlinking purposes.
Throughout	Hyperlinking	Added hyperlinks where clauses and Acts are referenced for accessibility.

Other provisions forming part of this settlement

1. Professional development – Health Care Assistants

The parties agree to undertake the following work:

Healthcare Assistant role and professional development review programme Background

The New Zealand Nurses Organisation has raised a claim in bargaining to incorporate elements of the existing professional development for Health Care Assistants within the collective agreement. This also included specific claims related to the NZQA Level 4 Health and Wellbeing qualification. Through the bargaining process it has become clear that there is

significant variation between Districts with regard to the role function and professional development available.

The purpose of the review is to consider the role of Health Care Assistants within Health New Zealand | Te Whatu Ora and to align professional development with the role. In doing so, this work will enable consistency in the work performed, supported by relevant professional development to improve patient and staff outcomes.

The accountability for, and adoption of role descriptors, sits with Health New Zealand.

It is acknowledged that variation within the role function and professional development will remain depending on the clinical setting.

Programme of work

The review will define the role of Health Care Assistants in various clinical settings and the professional development necessary to support staff to carry out this work.

There will be three phases to this programme:

- 1) Investigation*
 - a. An investigation into the nature of the work currently performed by Health Care Assistants in each District and in different clinical settings.*
 - b. An investigation into the professional development currently provided in each District.*
- 2) Current and future role function*
 - a. Consider the current role function, current professional development and potential future needs.*
 - b. Work collaboratively to develop a standardised role descriptor/s for HealthCare Assistants across Districts, noting that there is an expectation that the role will vary in different clinical settings according to service need.*
- 3) Professional development*

Based on the adoption of consistent role descriptor/s, the parties will explore the professional development necessary to enable Health Care Assistants to effectively perform their role.

Following this work, the parties will consider adoption of a variation to the Health New Zealand / NZNO collective agreement, if required, to align any professional development recommendations with the conditions set out in the collective agreement.

2. Performance and Development Review Programme Review

A review of PDRP is required by the Nursing Council of New Zealand as a result of revised Registered Nurse and Enrolled Nurse standards of competency. The Chief Nurse is leading the review within Health NZ which will include a national framework for PDRP. Engagement with NZNO will occur once the project commences.

3. Designated senior pay scale review

Health NZ | Te Whatu Ora and the unions representing nurses and midwives (NZNO, PSA and MERAS), are working to modify and test the NHS job evaluation methodology and to apply this to designated senior nurse and midwifery roles. This work also includes developing a new pay scale for designated senior nurses and midwives.

Health NZ | Te Whatu Ora is committed to this process and accepts that the new scale and process is likely to have a cost element and will budget for the cost accordingly.

Any new scales will be implemented through a variation to the collective agreement.

4. Implementation of settlement payments

Immediately upon ratification of a collective agreement, Health New Zealand will work with NZNO to ensure the agreement is efficiently implemented and reasonable timeframes are established. This will include looking for ways to minimise the time taken to implement the new collective agreement.

5. Member only benefit

The application of the CA to non-union members will be delayed for 3 months.

Derived Individual Employment Agreements

Except as required by law, Health NZ | Te Whatu Ora undertakes not to offer the salary increases agreed in this settlement to non-union members who are employed on an Individual Employment Agreement based on the previous NZNO Nursing and Midwifery Collective Agreement any earlier than three months from the effective date of the first salary increase.

6. Kaupapa Māori Dispute Resolution policy

A paper to consider a Kaupapa Māori dispute resolution policy will be jointly prepared and presented to Kāhui Kokiri, and both parties will support this paper.

Side letters

Safe staffing, CCDM and recruitment

Health NZ will provide a side letter from the Health NZ Chief Executive to the NZNO Chief Executive as follows:

1. Health NZ remains committed to the CCDM programme, and the role of the CCDM FTE calculation process in setting of safe staffing levels for nursing within Health NZ, noting the commitments made in the Healthy Workplaces Agreement.
2. The FTE calculation process requires District CCDM Councils to adhere to the calculation methodology, timeframes and approval processes set out in the relevant Standard Operating Procedure document.
3. District CCDM Councils will annually endorse FTE calculations in line with the following considerations:
 - a. Quality patient care
 - b. Demand (care required) and Capacity (staff numbers and skill mix required)
 - c. Quality work environment

- d. Best use of health resources.
4. Where CCDM Councils do not endorse annual FTE calculations, Health NZ will act to address the underlying issues preventing endorsement within three months from the point they were to have been endorsed, with a new endorsement process occurring within four months.
 5. Once endorsed, the FTE calculation will proceed to the Health NZ Executive Leadership Team for approval of any required FTE changes and the implementation plan, with implementation dates, for such changes as part of the final Health NZ budget approval process. This plan will be provided to NZNO.
 6. Where Health NZ proposes a delayed or phased implementation, or not to implement any required FTE changes, this will be agreed with NZNO.
 7. Where the FTE calculation requires an uplift in FTE, Health NZ is responsible for implementation.
 8. Where the FTE calculation requires a reduction in FTE, Health NZ is responsible for managing change processes as appropriate.
 9. Health NZ's approval of FTE changes as part of the final budget approval is subject, as are all its decisions, to the requirement that it operate in a financially responsible manner as required under Section 51 of the Crown Entities Act 2004 and Section 16 of the Pae Ora (Healthy Futures) Act 2022 and the requirements of the Healthy Workplaces Agreement in the HNZ / NZNO collective agreement.

Call Backs

For the avoidance of doubt, Te Whatu Ora is not able to require employees who are On Call to respond to Call Backs until they have left the place of employment. Where an employee who is On Call agrees to continue working beyond their normal hours as a Call Back despite not having been able to leave the workplace, they shall be entitled to payment in accordance with the Call Back provision of the collective agreement.

Full and permanent employment of New Graduates

Te Whatu Ora reaffirms its ongoing commitment to the full employment of all nursing graduates, and agree that all graduates will be engaged on permanent employment agreements.