

9 November 2025

National Public Health Service (NPHS), Health New Zealand | Te Whatu Ora (Health NZ)

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Kia ora Julene, Christina, and Michelle

Re: Adjudication for Life Preserving Services (LPS) at NPHS

Thank you for taking the time to outline your positions regarding Life Preserving Services (LPS) provision at National Public Health Service (NPHS) during the proposed NZNO nursing strike between 00:01 on 17th November to 23:59 on 30th November.

I have been appointed adjudicator for this determination as I am acting on behalf of the Chief Public Health Clinical Officer for NPHS who is on planned sick leave. This determination is issued in my capacity as adjudicator under Clause 13 of Schedule 1B of the Code of Good Faith for the Public Health Sector, pursuant to the Employment Relations Act 2000.

NPHS has referred this matter for adjudication on the grounds that they were unable to reach agreement with NZNO on the LPS request. Supporting documentation included 'Appendix 1 LPS request_NPHS' provided by NPHS and '2025-11-08 NZNO core submission' provided by NZNO.

I commend both parties on agreeing to the majority of the LPS agreement between NPHS and NZNO, and acknowledgment from NZNO of the ongoing measles response that NPHS is currently managing. I note that the main point of contention is '12.5c Emergency Management Protocol'. The position of the two parties is stated here:

Health NZ / NPHS position	NZNO position
Pursuant to clause 12(5)(c) of the Code of good faith for public health sector (the Code), NZNO and Health New Zealand agree that in the case of any emergency or unforeseen event that requires more assistance than that arranged between the parties for the strike, <i>the Districts can request access to union members at any time in the lead up to and during the period of industrial action in the unlikely event that the circumstances arising during the action exceed the ability of the staff confirmed as available for life preserving services prior to the action. This includes situations such as civil defence emergency or major disaster, escalation in acute demand, virus alert levels or other similar activity, unexpected sickness, unavailability of non-striking staff, or higher than expected occupancy.</i>	<i>Pursuant to clause 12(5)(c) of the Code of Good Faith for Public Health Sector (the Code), NZNO and Health New Zealand agree that, in the case of an emergency that requires more LPS assistance than that arranged between the parties for the strike, the Districts can request access to union members. These requests will be informed by daily monitoring and made as soon as practicable. These requests will be negotiated in good faith. This includes any event of large-scale emergency events, such as a civil defence emergency or major disaster, or considerable escalation in unexpected acute demand.</i>

I met with both parties on Saturday 8 November at 1600 hours. Thank you for a constructive discussion.

I acknowledge that the '12.5c Emergency Management Protocol' is a nationally agreed section between Health NZ and multiple unions, including NZNO.

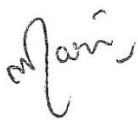
I hereby determine the following:

1. The LPS agreement between NPHS and NZNO stands as proposed in 'Appendix 1 LPS request_NPHS'.
2. The wording for '12.5c Emergency Management Protocol' to remain unchanged, that is to remain as per Health NZ / NPHS's position.
3. Regarding matters of unexpected sickness:
 - a. I instruct NPHS to use clause 12(5)(c) judiciously.
 - b. NPHS to utilise standard day-to-day practices for management of staff sickness. NPHS to only utilise clause 12(5)(c) if there is large-scale staff sickness.
4. I instruct NPHS to establish pathways for daily reporting and escalation during the period of industrial action to ensure real-time communication between teams and the district contingency planner.
5. That both parties shall continue to engage in good faith, meeting as required during the period of industrial action.

I also encourage Health NZ and NZNO to discuss '12.5c Emergency Management Protocol' at their next bargaining discussions.

This determination is made in accordance with the principles of the Code of Good Faith for the Public Health Sector, with the overriding priority being the safety and wellbeing of patients and staff. I commend both parties for their continued professionalism and encourage ongoing collaboration throughout the industrial action.

Ngā mihi nui,



Dr Mariam Parwaiz (she/her)
Clinical Expert for this Adjudication
Public Health Medicine Specialist (FNZCPHM)
National Public Health Service

Copy to Anne Aitcheson, National Contingency Planner