

9 November 2025

Health New Zealand Tairāwhiti District

Serita Karauria
Chief Nurse / District Contingency Lead
serita.karauria@tdh.org.nz

New Zealand Nurses Organisation (NZNO)
Michelle McGrath
Authorised Representative
michelle.mcgrath@nzno.org.nz

Kia ora Serita & Michelle,

RE: Adjudication for Life Preserving Services (LPS) at Tairāwhiti

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.

Te Whatu Ora Tairāwhiti has referred this matter for adjudication on the basis that, despite good faith discussions, agreement could not be reached with NZNO on the operationalisation of Life Preserving Services (LPS) during the notified industrial action from 17 to 30 November 2025.

1. Review and Scope

In reaching this decision, I have undertaken a comprehensive review of the information provided by both parties, including:

- The Life Preserving Services Agreement and associated appendices;
- The employer's contingency and operational planning documentation;
- Prior and current roster data, patient acuity records, and hospital census information for the relevant period; and
- Statements and correspondence provided by both parties and relevant clinical leads.

Having reviewed all supporting material, I am satisfied that Te Whatu Ora Tairāwhiti has taken all reasonable and practicable steps to maintain patient safety during the proposed period of industrial action.

2. Determination

After careful consideration of the submissions and supporting data, I determine that:

1. The scope of Life Preserving Services to be maintained during the industrial action shall remain as defined in Clause 3 of the Code of Good Faith for the Public Health Sector.
2. Te Whatu Ora Tairāwhiti's proposed operational model—allowing temporary redeployment of rostered NZNO members with the necessary clinical competencies to provide LPS when required—is approved, excluding the Dialysis Unit, which is addressed separately below.
3. Such redeployment may occur only as a last resort, after all practicable alternatives have been exhausted, including the full utilisation of non-union or non-striking staff.

3. Reasons for Determination

1. a. Risk to Patient Safety

The extended partial strike (17–30 November 2025), involving refusal of redeployment and roster changes, presents a sustained risk to patient safety. Review of patient acuity and census data indicates that the hospital will continue to operate at high occupancy levels. Reliance solely on a static on-call pool, as proposed by NZNO, cannot guarantee the immediate availability of staff with the competencies required to respond to life-preserving situations. The ability to deploy suitably qualified rostered staff remains essential to prevent clinical deterioration, permanent harm, or loss of life.

2. b. Impracticality of the Union's Proposal

The union's proposal for a separate on-call LPS pool is operationally unfeasible over a two-week continuous period. Evidence shows it would not provide consistent or timely access to staff with the required skill mix across multiple departments. The employer's model of in-situ redeployment, restricted to life-preserving circumstances, is therefore the only practically sustainable and clinically safe approach.

3. c. Employer's Preparedness

Te Whatu Ora Tairāwhiti has demonstrated a clear, data-driven contingency framework with escalation pathways, delegated authority, and daily oversight mechanisms. The documentation confirms compliance with Clauses 11 and 12 of Schedule 1B, ensuring that the employer has met its duty to take all reasonable and practicable steps to safeguard patient safety and maintain LPS throughout the strike period.

4. Conditions and Safeguards

This determination authorises redeployment solely for the purpose of delivering services defined in Clause 3 of the Code of Good Faith. Accordingly:

- Redeployment may occur only when clinically justified and after verifying that no alternative resource is available;

- Each instance must be documented, specifying the rationale, duration, and clinical outcome;
- Oversight must be maintained by senior operational and nursing leadership throughout the strike period; and
- The District shall provide daily reporting to both NZNO and Te Whatu Ora National Coordination on any activations.

5. Dialysis Unit – Specific Determination

Having reviewed submissions from the Dialysis Unit Manager and the NZNO delegate, I determine the following specific arrangements for the Haemodialysis Unit during the period of industrial action:

1. One (1) Haemodialysis Registered Nurse shall be available on call off site for the duration of the strike period. The individual shall be named in advance and remunerated in accordance with the applicable provisions of the Collective Agreement.
2. This nurse may be activated only to cover sick calls or unexpected leave, including bereavement (tangi) obligations.
3. The on-call coverage shall apply solely to the 12:00 – 20:30 hrs shift.
4. Only Haemodialysis-trained Registered Nurses may perform this work, in recognition of the highly specialised clinical skills and experience required for the safe delivery of treatment.

It is further directed that this on-call arrangement shall not be drawn from the full-time rostered nursing pool, but may utilise part-time staff, administrative personnel, suitably qualified external, or non-union nurses. NZNO shall provide confirmation that a consistent and competent Haemodialysis-trained nurse will be available for the entirety of the strike period to ensure continuity and patient safety.

This direction is made on the basis that Haemodialysis requires specialised technical expertise and clinical experience, and intermittent or untrained coverage would present an unacceptable risk to patient wellbeing.

6. Application of Clause 12(5)(c) – Emergency Management Protocol

For the avoidance of doubt, Clause 12(5)(c) of Schedule 1B of the Employment Relations Act 2000 is confirmed as applying in its entirety. This clause enables Te Whatu Ora Tairāwhiti, in any emergency or unforeseen situation requiring additional life-preserving services beyond those arranged, to request immediate assistance from NZNO members. Such requests must be made and considered in good faith and are limited to circumstances where urgent access to the appropriate clinical skills is necessary to maintain patient safety and prevent permanent disability.

7. Conclusion

Having reviewed all evidence, data, and submissions, I am satisfied that the employer's proposal represents the only operationally viable and clinically safe model for maintaining Life Preserving Services during this period of industrial action. This determination appropriately balances the lawful right of employees to strike with the employer's non-delegable obligation to preserve life and prevent permanent disability.

Accordingly, Te Whatu Ora Tairāwhiti is authorised, as a measure of last resort, to redeploy rostered NZNO members with appropriate competencies to deliver life-preserving services as defined in Clause 3 of the Code of Good Faith.

Yours faithfully,

Dr Nejat Zeyneloglu
Adjudicator – Life Preserving Services
Tairāwhiti District