

COLLECTIVE BARGAINING REPRESENTATION

Terms and conditions

PARTIES

1. Primary Care Bargaining Collaborative
“PCBC” (“the Representative”)

2. The Employer
 (“the Employer”)

(hereinafter together referred to as “the Parties”)

BACKGROUND

- A** The Employer is a primary healthcare practice operator and employs staff (“Staff”) who are members of the New Zealand Nurses Organisation (“The Union”), to provide its services to the community.
- B** The Employer has obligations to provide safe, flexible, and appropriately remunerated employment under law, and to that end is a party to the primary healthcare multi-employer collective agreement (“PHC MECA”).
- C** The Employer acknowledges that time, effort and negotiation skills are required to successfully reach agreement on suitable terms with the Union through the PHC MECA bargaining process. The Employer wishes to appoint the Primary Care Bargaining Collaborative (PCBC) (“the Representative”) to represent its interests in all PHC MECA discussions and negotiations with the Union in accordance with the terms of this Agreement.
- D** The Representative agrees to provide representative services (“the Services”) to the Employer as recorded in this Agreement.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. EXCLUSIVE REPRESENTATION

- 1.1** The Employer appoints the Representative as its sole and exclusive representative for all PHC MECA communication and discussions with union and other third-party representatives or agents.
- 1.2** The Representative is duly authorised to represent and act on behalf of the Employer on the terms set out in this Agreement.

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2. TERM

- 2.1 The Representative is appointed from the date of this Agreement for a term of twelve (12) months which shall continuously renew at each anniversary date without notice and will continue to have effect until it is terminated in accordance with the terms of this Agreement.

3. REPRESENTATIVE'S SERVICES

- 3.1 The Representative will represent the interests of the Employer by:
- (a) requiring confidential data and information from the Employer relevant to the PHC MECA bargaining process ("the Information");
 - (b) receiving the Information from the Employer, reviewing and collating it as required;
 - (c) transmitting or supplying the Information to the Union as required;
 - (d) attending all formal bargaining meetings with the Union on behalf of the employer; and,
 - (e) receiving feedback from the union and conveying such feedback and the union's responses to the Employer for consideration.
- 3.2 The Representative will participate in all required facets of the collective bargaining with the NZNO on the Employer's behalf until such time that a successful conclusion is reached.

4. EMPLOYER'S OBLIGATIONS

- 4.1 To act in good faith at all times as part of the PHC MECA negotiations.
- 4.2 To remain a party to bargaining processes until a settlement is reached and not exit the negotiations beforehand.
- 4.3 To provide the Information in a timely manner as requested and to ensure that the details reflected in the Information are correct and up-to-date.
- 4.4 To pay The Representative for the charges for the Services promptly and without delay.
- 4.5 To cooperate with The Representative by responding to all communication in a prompt manner and not attempt to withhold information and material necessary for the PHC MECA bargaining process.
- 4.6 To not in any way imply or suggest to external parties or the public that the relationship between the Parties is more than as described in this Agreement. The Employer acknowledges that it is not in a partnership or joint venture or agency agreement with The Representative,

and that The Representative does not owe The Employer duties beyond those expressly described herein.

- 4.7 To ensure that the details of The Representative and all other information relevant to the PHC MECA bargaining process are properly disclosed to all relevant third parties without delay.
- 4.8 To immediately notify The Representative of any adverse developments in relation to the Staff or the business of The Employer which will or could affect the bargaining process.
- 4.9 To not misrepresent the intellectual property, name and brand of The Representative, or use those inappropriately or falsely which may reasonably cause loss or detriment to the reputation and standing of the Representative.
- 4.10 To support The Representative and its efforts to promote The Employer's interests and to supply the Information as requested by the Representative.
- 4.11 To indemnify and keep indemnified the Representative from and against any and all loss or liability suffered (and costs incurred) by the Representative in the course of conducting the services and resulting from:
 - (i) any act or default by the Employer;
 - (ii) the infringement of the good-faith obligations of the Employer, or any other infringement on the part of the Employer which adversely affects the purposes of this arrangement between the Parties or breaches the terms of this Agreement.

5. CONFIDENTIALITY

- 5.1 The Parties agree to:
 - (i) not at any time during or after the term of this Agreement to divulge or allow to be divulged to any person any confidential information relating to the business, the Staff, or the affairs of the Employer other than to persons who are approved by the Employer;
 - (ii) not to permit any person to have access to the Information unless he/she/they are approved by the Representative for the purposes of the Services

6. DISCLOSURE

- 6.1 On entering into this or any other contract with the Representative during the Term, the Employer agrees to make full disclosure of all material information or circumstances and of everything known to it about the subject matter of the relevant contract that would be likely to influence the conduct of the Representative in providing the Services.
- 6.2 The Employer warrants the accuracy of the Information provided by it to the Representative pursuant to this Agreement.

7. ASSIGNMENT

- 7.1 The Employer shall not assign, vary or otherwise deal with any of its rights or obligations under this Agreement in any way without the prior written consent of the Representative.

8. FORCE MAJEURE

- 8.1 Both Parties will be released from the respective obligations under this Agreement in the event of any civil disruption, natural disasters, epidemic, pandemic, prohibitive government regulation, or if any other event beyond the reasonable control of the Parties or either of them renders the performance of this Agreement impossible.

9. DISPUTE RESOLUTION

- 9.1 Any dispute between the Parties that arises in relation to this Agreement must be referred in the first instance to the key representatives of the Employer and the Representative for resolution by way of negotiation through direct dialogue and meetings. If such dispute remains unresolved for a period of five (5) working days after the date of the first contact of the key representatives of the Parties in this respect, then the dispute shall be referred to mediation. Each party shall contribute equally to the mediator's costs, having agreed on the said mediator either through discussion or having such mediator appointed by the President of the Auckland District Law Society.

10. TERMINATION

- 10.1 This Agreement will terminate:
- (i) immediately on written notice by either party if the other party fails to comply with its obligations under this Agreement;
 - (ii) immediately on written notice by the Representative to the Employer if the Employer engages it in any conduct prejudicial to the good-faith obligations of the Employer or if the Employer makes repeated complaints about the Services
 - (iii) on ten (10) working days prior written notice by either party to the other party, provided that the notice does not expire at any time earlier than six (6) months after the date of this Agreement

11. ACKNOWLEDGEMENT

- 11.1 The Employer acknowledges that the Representative (and its authorised employees and representatives) make no warranties, assurances or representation as to the future success of any bargaining outcome with the union or representatives of the Staff through the PHC MECA bargaining process. Neither the Representative or any of its agents or employees have made or given any predictions or promises or undertakings of successful negotiations with the Staff or their representatives or that the Employer will attend favourable terms in the PHC MECA deliberations.

12. OWN JUDGEMENT

- 12.1 The Employer warrants that it entered into this Agreement solely in reliance upon its own judgement and it has not relied on any oral or written undertakings or representation made to it by the Representative, its employees or agents.

13. ENTIRE AGREEMENT

- 13.1 This Agreement constitutes the whole agreement between the Parties in relation to its subject and the Services, and supersedes any prior agreement between the Parties, whether written or oral.