UNDER THE EMPLOYMENT RELATIONS ACT 2000
BEFORE THE EMPLOYMENT RELATIONS AUTHORITY
AT AUCKLAND

File No.

BETWEEN	**NEW ZEALAND PUBLIC SERVICE ASSOCIATION TE PŪKENGA HERE TIKANGA MAHI INC** of Level 4, PSA House, 11 Aurora Terrace, Wellington **Applicant**
AND	**HEALTH NEW ZEALAND** of 133 Molesworth Street, Thorndon, Wellington **Respondent**

STATEMENT OF PROBLEM

Dated 2 November 2026

PRESENTED FOR FILING BY:

Angus Wilson
Solicitor
New Zealand Public Service Association Inc
Angus.wilson@psa.org.nz

To: The Employment Relations Authority

And to: The respondent

1. The problem the applicant wishes the Authority to resolve relates to breaches of two collective agreements.

2. The facts giving rise to the problem are:

    2.1 The applicant is a registered union under Part 4 of the Employment Relations Act 2000.

    2.2 The respondent is a crown entity established under the Pae Ora (Healthy Futures) Act 2022.

    2.3 The applicant and respondent are party to a collective agreement which covers the respondent's Allied, Public Health, Scientific and Technical workforce (the Allied collective agreement) (Document 1).

    2.4 The applicant and respondent are also party to a collective agreement which covers the respondent's Mental and Public Health Nursing workforce in the Auckland Region (the Nursing collective agreement) (Document 2).

    2.5 The Allied collective agreement contains a vacancy management clause in Appendix J which states:

    > *"**Vacancy Management***
    >
    > *Health NZ will take all reasonable and practicable steps to ensure that vacancies are filled as soon as they occur or are reasonably foreseen."*

    2.6 The Nursing collective agreement contains a vacancy management clause at clause 44 which states:

    > *"**VACANCIES AND RECRUITMENT***
    >
    > *Health NZ commits to take all reasonable and practicable steps to ensure that vacancies will be filled as soon as they occur or are reasonably foreseen."*

2.7 At a meeting between the applicant and the respondent on 13 March 2026 the applicant raised the issue of long-term unfilled vacancies at the Mason Clinic. This included vacancies for both Allied Health and Nursing roles (Document 3).

2.8 The respondent replied that the vacancies raised were not being filled because there was not approval to fill them at a regional level.

2.9 The applicant stated that this did not comply with the requirements of the collective agreements.

2.10 On 15 July 2026 the applicant wrote to the respondent's Group Director of Operations for the Waitematā District to escalate the issue of unfilled vacancies, noting some of the vacancies had existed since 2025. The applicant explained that staff were "at breaking point" and were concerned that patient care was being compromised. The applicant requested that the respondent approve all the existing and budgeted vacancies for recruitment so they could be advertised (Document 4).

2.11 On 16 July 2026 the applicant again wrote to the Group Director of Operations listing approximately 48 Allied Health roles in the Waitematā District that had not received approval to be advertised (Document 5).

2.12 On 11 August 2026 the applicant wrote to the respondent raising its concerns about ongoing unfilled vacancies for both Allied Health and Nursing roles at the Mason Clinic and the respondent's breach of its obligations under the Allied and Nursing collective agreements (Documents 6).

2.13 There was no response from the respondent and on 26 August 2026 the applicant again wrote to the respondent about the failure to fill vacancies at the Mason Clinic (Document 7).

2.14 On 31 August 2026 the respondent wrote to the applicant advising that each vacancy would first go through a review process and the Group Director of Operations could approve recruitment where their district was within budget (Document 8).

2.15 On 25 September 2026 the applicant wrote to the respondent stating that 35 unfilled roles remained at the Mason Clinic and that the process it was following did not comply with the Allied and Nursing collective agreements (Document 9).

2.16 On 22 October 2026 PSA National Sector Lead Andrew Skelly spoke to the respondent and raised that it had not replied to the 25 September 2026 letter from the applicant, the respondent apologised for this and indicated it would respond (Document 10).

3. The applicant says the respondent has breached the Allied and Nursing collective agreements because it has collective agreement obligations to take all reasonable and practicable steps to ensure that vacancies are filled as soon as they occur or are reasonably foreseeable and it has not done so.

4. The applicant seeks:

4.1 A determination that the respondent has breached the collective agreements;

4.2 A compliance order requiring the respondent take all reasonable and practicable steps to ensure that vacancies are filled as soon as they occur or are reasonably foreseen; and

4.3 Costs.

5. The applicant refers to the following documents (which it says are relevant to the problem):

5.1 The Allied collective agreement;

5.2 The Nursing collective agreement;

5.3 Meeting Minutes 13 March 2026;

5.4 Email applicant to respondent dated 15 July 2026;

5.5 Email applicant to respondent dated 16 July 2026;

5.6 Letter applicant to respondent dated 11 August 2026;

5.7 Letter applicant to respondent dated 26 August 2026;

5.8 Letter respondent to applicant dated 31 August 2026;

5.9 Letter applicant to respondent dated 25 September 2026; and

5.10 Email respondent to applicant dated 22 October 2026.

6. The parties have not attended mediation.

7. This application is accompanied by the prescribed fee of $71.55.



Angus Wilson
Counsel for Applicant

Dated 2 November 2026

This Statement of Problem is filed by:

Angus Wilson, Solicitor for the applicant, whose address for service is Level 4, PSA House, 11 Aurora Terrace, Wellington and whose telephone number is 027 7004836 and whose email address for service is Angus.wilson@psa.org.nz.

NOTICE TO THE RESPONDENT

1. If you intend to respond to this application, you must, within 14 days after the date of the service of this application on you, lodge 2 copies of a statement in reply with an office of the Employment Relations Authority at Auckland.

2. The term days (in paragraph 1 of this notice) does not include any day in the period beginning with 25 December in any year and ending with 5 January in the following year.

3. You will be notified of the place, date, and time at which the Authority will conduct any investigation meeting in respect of this application.

Officer of the Employment Relations Authority: ……..……..

Date: ……