



And

20 District Health Boards

Multi Employer Collective Agreement

1 April 2019 to 31 March 2021

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# DISTRICT HEALTH BOARDS NZ RESIDENT DOCTORS' ASSOCIATION COLLECTIVE AGREEMENT

## PREAMBLE

The parties commit to:

1. Developing a high-trust, constructive relationship at a national and local level
2. Effective, honest and timely communication (“with us” not “to us”) and that communications to RMOs should be flagged as such where RMOs are affected
3. Recognise NZRDA as representing RMOs, and respect the RMO’s right to involve NZRDA
4. Recognise NZRDA’s role to train, develop and maintain delegates with DHB support of this
5. Develop a safe environment for engagement at a local level
6. Make local committees accessible to as many RMOs who wish to attend by ensuring meetings are appropriately scheduled
7. Speedy, quality resolution of issues
8. Timely implementation of agreements reached.

The parties acknowledge the increasing regionalisation of service delivery and planning, and reiterate the commitments above to seek early engagement with the RDA and RMO workforce to support effective change management.

## 1.0 PARTIES AND COVERAGE

1.1 The parties to this Collective Agreement shall be:

- (a) Northland District Health Board, Waitemata District Health Board, Auckland District Health Board, Counties Manukau District Health Board, Waikato District Health Board, Bay of Plenty District Health Board, Lakes District Health Board, Tairāwhiti District Health Board, Taranaki District Health Board, Hawkes Bay District Health Board, Whanganui District Health Board, MidCentral District Health Board, Capital and Coast District Health Board, Hutt Valley District Health Board, Wairarapa District Health Board, Nelson Marlborough District Health Board, West Coast District Health Board, Canterbury District Health Board, South Canterbury District Health Board, and Southern District Health Board; hereinafter referred to individually as the “employer” and collectively as “DHBs”.
- (b) The New Zealand Resident Doctors Association hereinafter referred to as “NZRDA” or the “union”.

1.2 This collective agreement shall apply to all those employees defined below:

1.2.1 Resident Medical Officers employed by the employing District Health Board on medical and/or associated duties, including but not restricted to those who have the following designations:

- Final Year Student
- House Surgeon
- Senior House Officer
- Registrar
- Junior Dental Officer

And shall include any Medical Officer participating in an RMO roster or undergoing a programme of training recognised by the District Health Boards and speciality college or vocational scope of practice registration training body.

- 1.3 The parties have agreed to the establishment of national and local resident doctor engagement groups to cement and support the relationship between the DHBs, RMOs and NZRDA. The terms of reference for the National Resident Doctor Engagement Group (NREG) are set out in Schedule 5. The terms of reference for the Local Resident Doctor Engagement Groups (LREGs) are set out in Schedule 6.
- 1.4 Subject to Section 58 Employment Relations Act 2000, if an employee who is covered by the terms and conditions in the collective agreement, joins another union and becomes covered by a different collective agreement, or alternatively, the employer is required by law to provide the employee with the terms and conditions of a different applicable collective agreement, then the terms and conditions contained within this agreement will cease to apply in their entirety. In that instance the employee's terms and conditions will be solely those contained in the other collective agreement, together with any other additional more favourable terms that are agreed, when or after the employee becomes covered by the terms of the different collective agreement.

## 2.0 INTERPRETATIONS

“**CEO**” means the Chief Executive Officer of the District Health Board.

“**Continuous Service**” means where an employee resigns from one District Health Board and commences employment with another within one month, their service shall be considered to be continuous for the purposes of entitlements under this collective agreement. DHBs shall also recognise time spent in relevant research and clinical teaching for appointments made after 3 September 2008.

“**Cross Cover**” is where an RMO covers the duties of another RMO who is absent between 0800 and 1700 hours Monday to Friday.

“**Day**” means a 24 hour period from normal starting time of the DHB.

“**Dental house surgeon**” means a junior dental officer during the first two years of employment after becoming qualified.

“**Dental registrar**” means a junior dental officer employed by the employer to provide services in a dental specialty and holds a higher qualification appropriate to that specialty but has had less than five years' practical experience in that specialty.

“**Dental speciality**” means a special branch of dentistry involving the application of special knowledge, skills and experience that general practitioners as a class cannot reasonably be expected to possess. For the purposes of the Agreement, specialities shall be limited to oral surgery, periodontics, prosthodontics, orthodontics and



pedodontics, public health and community dentistry except that the Employer may approve other branches of dentistry in specific cases.

**“District Health Board” (DHB)** is an organisation established as District Health Board under Section 15 of the NZ Public Health and Disability Act 2000.

**“Final year student”** means a medical student, other than a trainee intern or a medical student of a university of NZ, who is in that students’ final year as a candidate for a qualification entitling the student to registration in New Zealand with the Medical Council of New Zealand under the Health Practitioner Competence Assurance Act (or any act passed in substitution).

**“HPCAA”** means Health Practitioner Competence Assurance Act 2004 (or any act passed in substitution).

**“Higher qualification”** when used in reference to an employee means a qualification entitling the employee to registration under the vocational scope of practice under HPCAA and/or granted by specialist body (college). Higher qualification relates to a registrar passing the final examination component set by the specialist body (college) or such other qualifications as are recognised by the Employer in the individual case.

**“House Surgeon”** means a medical officer during the first two years of employment after graduation.

**“Leave year”** means the 12 month period commencing on and from the date or anniversary of the medical officer’s appointment.

**“Locum”** is a casual employee who is employed to cover an absent RMO for periods of up to 1 month. Locums shall be paid as a minimum at the additional duties rate. Locums shall not be entitled to the following provisions:

- Reimbursement of annual practising certificate
- Reimbursement of costs of training
- The provisions of clause 15.5

**“Medical Officer”** means any medical practitioner who is registered in any capacity under the Health Practitioners Competence Assurance Act (or any act passed in substitution).

**“NZRDA”** or the **“RDA”** means the New Zealand Resident Doctors Association.

**“On call”** means a period during which a RMO is not required to be continuously on duty but required by the employing District Health Board to be available to be called back for duty.

**“On duty”** means a period during which a RMO is required by the Employer to be at a recognised workplace for the purpose of carrying out RMO’s duties.

**“One in one (1:1) roster”** means that in addition to the basic 40 hours a week, the RMO is rostered to be available to work every week night and every weekend.

**“One in two (1:2) roster”** means that in addition to the basic 40 hours a week, the RMO is rostered to be available to work one week night in two and one weekend in two.

**“Part time employee”** means an employee, other than a casual employee, who works on a regular basis but less than whole time.

**“Qualified”** (when used in reference to junior dental officers) means possessing a qualification which entitles the holder to registration in New Zealand under the Dental Act 1988.

**“Registrar”** means a medical officer whose position is, for the purposes of this Collective Agreement designated by the Employer, as that of registrar, and who, before the appointment as registrar, has been employed either –

- (a) As a house surgeon for two years; or
- (b) As a house surgeon for one year and engaged for one year in other medical services as a medical practitioner.

Provided that the Employer may approve such other periods of service or employment undertaken by a Medical Officer since qualification where the experience is substantially equivalent to that specified in (a) and (b) above. In such a case the total period of service shall not be less than two years.

**“Resident Medical Officer”** (RMO) means a house surgeon, senior house officer, registrar or junior dental officer and shall include any medical officer registered with the Medical Council of New Zealand under the Health Practitioners Competence Assurance Act (or any act passed in substitution) except medical practitioners registered under the vocational scope of practice.

**“Senior House Officer”** means a medical officer whose position is, for the purpose of this Agreement designated by the Employer, as that of senior house officer, and who, before appointment as a senior house officer has been employed either –

- (a) As a house surgeon for two years; or
- (b) As a house surgeon for one year and engaged for one year in other medical services as a medical practitioner and who is not employed as a registrar.

Provided that the Employer may approve such periods of service of employment undertaken by a medical officer since qualification where the experience is substantially equivalent to that specified in (a) and (b) above. In such a case the total period of service shall not be less than two years.

**“Shift Work”** is defined as the same work performed by two or more workers or two or more successive sets or groups of workers working successive periods.

**“Whole time”** when applied to a Resident Medical Officer or Junior Dental Officer means that person devotes the whole of the Employee’s working time to the duties of that position, save that the Employee shall not be excluded from the definition of a whole time Employee by reason only of the fact that the Employee engages in medical/dental work outside those duties if that work is of an occasional nature and undertaken on the footing that, except, so far as the Employer otherwise determines, all fees or other remuneration payable therefore are received by the employing District Health Board.

### **3.0 VARIATIONS TO THE COLLECTIVE AGREEMENT**

- 3.1 This collective agreement may be varied during its term only by the agreement of the employer parties and NZRDA. Any such variation shall be recorded in writing and be subject to NZRDA's normal ratification procedures.

### **4.0 HOURS OF WORK**

- 4.1 The ordinary hours of work shall be 40 per week and not more than eight per day between 7.30 am and 5.30 pm, Monday to Friday (unless otherwise specified in the run description). Each daily duty shall be continuous except for meal periods and rest breaks.
- 4.2 The normal working week shall commence on Monday at the normal starting time of the employing District Health Board as determined by that District Health Board.
- 4.3 Rosters will be notified to those involved not less than 28 days prior to the commencement of the roster, provided that less notice may be given for services where unpredictable changes in service demands make this impracticable. The notice provisions for relievers for whom the Leave Management System within schedule 2 apply are different as specified in that schedule.
- 4.4 The parties acknowledge the mutual interest and benefits of providing rosters that set working patterns for a reasonable period of time into the future. It is agreed that DHBs will post rosters covering a minimum of three months' of duties (except where the run is of less than three months' duration).

It is acknowledged that some services will require assistance and support to introduce this practice. The process for that support and monitoring of this provision is at the LREG level.

### **5.0 APPOINTMENT TERM**

- 5.1 The parties acknowledge that RMO's are on open ended employment until the completion of RMO training subject to the provisions of this Clause.

Except as provide in clause 5.3, this means that employment continues from year to year until the end of the training period in accordance with the employing DHB's operational requirements and subject to all the following conditions for all other RMOs:

- (a) Satisfactory performance
  - (b) Passing appropriate examinations to gain required qualifications and continued membership of the training scheme
- 5.2 The parties acknowledge that in order to maintain appropriate staffing levels the following positions shall be "contestable":
- Senior House Officers posts: continued employment will be dependent on there being sufficient 1st year House Officer posts.
  - Initial entry to Registrar training posts shall be in competition with other suitably qualified applicants.

- 5.3 Temporary employment agreements should only be used to cover specific situations of a temporary nature, e.g:
- (a) to fill a position where the incumbent is on study or parental leave; or
  - (b) where there is a task of finite duration to be performed; or
  - (c) employment of GPEP trainees on an Alternate Vocational Scope placement
- Temporary employment agreements while justified in some cases to cover situations of a finite nature, must not be used to deny staff security of employment in traditional career fields.
- 5.4 Subject to the provisions of the Human Rights Act and all else being equal preference for appointment will be given to Graduates of a New Zealand Medical School, who are citizens or permanent residents of New Zealand.
- 5.5 The parties to this Agreement acknowledge that where an employee is appointed to a recognised training post, participation in the appropriate recognised training programme is a condition of employment.
- 5.6 Where an employee's employment is terminated by operation of this clause three months notice or payment in lieu thereof shall apply.

## 6.0 RUN ALLOCATION

- 6.1 Prior to the commencement of each RMO's year of employment, the Employer shall provide to the Employee a schedule of runs proposed to be allocated to that RMO for the year. Any changes to the proposed allocation will be discussed with the RMO concerned.
- 6.2 Any run assessments as to the ability and the RMO's performance shall be sighted and signed by the RMO concerned. Senior medical staff must make all clinical assessments.
- 6.3 Provided it is within the control of the employing District Health Board 1st year House Surgeons will be allocated runs that will enable them to gain registration under the "general" scope of practice under HPCAA within 12 months. DHBs are committed to ensuring RMOs meet their MCNZ requirements for maintaining general registration.
- 6.4 **ED and Intensive Care Units** – In the first 6 months of employment under a provisional general scope of practice under HPCAA an employee may work in these departments only if there is immediate onsite supervision from a senior member of the medical staff (registrar, MOSS or specialist). Such supervision will involve the supervisor knowing about all the cases managed by the RMO, assisting when required and at the request of the employee concerned and reviewing all patients seen by the employee.

Review means presentation of the case by the employee to the more senior doctor and then discussion of management. Subsequent reassessment of the patient by the more senior doctor shall occur if thought necessary by that doctor.

After 6 months employment under a provisional general scope of practice, the employee may work in these departments without immediate and direct supervision only if the following criteria are met:

- Effective backup and support





- Appropriate orientation is provided before commencement on the roster within the department
- Several days of induction are provided under direct supervision to acquire all skills (eg, intubation, IV lines, assessment, and management of acute presentation)
- Written guidelines are provided on when it is appropriate to contact a more senior doctor
- The employee knows how to summon help and is able to document adequately any such approach made to a senior doctor
- The more senior doctors are available, approachable, helpful and reasonable
- The employee's discharges are audited on a regular basis and no less frequently than 8 hourly to ensure appropriate decision making is made.

6.5 Provisional Registrants on Night Duty – The MCNZ provision preventing employees registered under the HPCAA within the provisional general scope of practice to work nights in the first 6 weeks of employment is noted. Employees registered under HPCAA within the provisional general scope of practice on house officer rosters shall not work night shifts in the first 6 months of employment. Except that:

6.5.1 employees employed on a temporary basis from overseas who have had more than six months experience as a registered medical practitioner in their country of origin shall be excluded from this provision.

6.5.2 in the following DHBs: *Canterbury, Southern (Other than Invercargill Hospital-based runs), Auckland, Hutt Valley, Waitemata, Capital and Coast, Taranaki, Hawkes Bay, Counties Manukau, Nelson Marlborough (Wairau hospital only)*, these employees on house officer rosters shall not work night shifts in the first 3 months of employment. In the second 3 months of employment in these DHBs, employees registered under HPCAA within the provisional general scope of practice on house officer rosters shall only work night shifts if they have completed a general medical run and are directly supervised by a registrar on duty

With respect to the provisions of clause 6.5, the parties accept that there may at times be practical difficulties with compliance and provided that the employer is genuinely working towards compliance the RDA will work with the employer on a "best endeavours" basis.

6.5.3 The 3 or 6 month limits above will not apply where the DHB has a management system in place for ensuring an environment supporting Quality and Safety when working at night before provisional registrants start work at night. This needs to be agreed between RMOs, CMOs and COOs (or equivalent) with due consideration given to the Best Practice Guidelines for Quality and Safety at Night attached as schedule 7.

On-going (at least annualised) review and audit of this Quality and Safety management system will be required. Where this review finds the quality and safety management system fails to meet the provisions of schedule 7, the 3 or 6 month provisions contained in clause 6.5 above shall be reinstated until the management system is reconfirmed

6.6.1 There shall be no rotation to another employer outside the city boundaries (55 kilometre radius) without agreement between the parties. Agreement shall not be unreasonably withheld. The parties accept that existing rotational arrangements within the three Auckland area DHBs (Waitemata DHB, Counties Manukau DHB and Auckland DHB) and Capital and Coast and Hutt Valley DHB shall continue to apply unless agreed to the contrary between the parties.

- 6.6.2 Runs may be developed that require an RMO to rotate to another location (including a service operated by another provider) but remain employed by their current employer. Rotations will generally be no less than 3 months for house surgeons and six months for registrars. Such runs will be subject to the process in clause 10.12 and Schedule 9. These runs will then be advised in accordance with clause 6.1. Where the employee is required to rotate to a different location greater than 55 kilometres from their previous location, for a period of time, clause 29 will apply.
- 6.7 The undertaking of “Air Escorts” duties shall be voluntary and the employer shall ensure that the employee is covered by adequate personal accident insurance. For the purposes of this clause “adequate personal accident insurance” shall include at least provision of disability income protection (or equivalent) to the RMO and \$1million death cover insurance. This insurance cover shall also apply to all employees required to travel on employer business to locations outside the city boundaries.
- 6.8 RMO representative(s) shall be invited to be present on all RMO appointment panels.

## **7.0 PROTECTION OF TRAINING PROGRAMMES**

- 7.1 The parties acknowledge that the Medical Council of New Zealand is currently considering possible developments to the education and training framework for first and second year House Officers. The parties acknowledge the potential implications of such work and will work together to ensure the potential mutual impacts on the parties add value, are constructive, and delivered by cost effective means.
- 7.2 The parties acknowledge that the education of employees under a provisional general scope of practice is determined by the Medical Council and all other RMOs are training under the supervision of district health board employees and in the case of training programmes, the appropriate professional College or vocational registration training body.
- 7.3 Given the importance of education and training for RMOs in so far as it is within the control of the party(s) there will be no change to the manner in which these services are provided unless agreed in accordance with this agreement.
- 7.4 During the term of this Agreement the parties shall meet to consider options for future contractual relationships between the parties regarding matters discussed in this clause.
- 7.5 The appointment process of each employer shall not be changed without consultation between the employer and the RDA.
- 7.6 When a run change results in a reduction in ordinary hours worked there will consideration of the impact on training, and changes made to ameliorate loss of opportunity as well as to take advantage of new training opportunities. Activities considered as part of training and a process to be undertaken is provided in Schedule Eight.
- 7.7 The parties agree that runs initiated by the DHBs outside of the current DHB hospital setting are possible provided that these runs are suitable to meet the normal registration and training requirements of DHB hospital runs and allocated in the same manner as are runs within the DHB hospitals. During such a run (outside of the current DHB hospital setting), the RMO shall remain an employee of the DHB and the terms that apply to

those runs are agreed between the parties. The terms and conditions of the MECA will continue to apply.

## **8.0 SALARIES AND WAGES**

8.1 Each employee shall be paid a salary as set out in the table below.

8.1.1 The appropriate category shall be based on the expected average hours as set out in the run description.

8.1.2 Where medical cover is provided by full rotating shifts over 24 hours/7 days such runs shall be categorised a minimum of two categories above that which would otherwise apply in terms of Clause 8.1.1. This provision shall apply to EDs, ICUs, and to such other services as may be agreed between the parties.

For runs to which the above paragraph does not apply, any Ordinary Hours which are not rostered shall be counted as hours worked (up to a maximum of 8 Ordinary Hours per day) when determining the category for the run.

8.1.3 RMOs employed as “Relievers” shall be paid a salary on a category two categories above the category of the majority of runs on which they are employed and shall not be rostered for more duties than would on average be worked by any other RMO on these runs.

Except that for those DHBs operating the Leave Management System in Schedule two different arrangements for the payment of short term relievers apply as set out in that Schedule.

8.1.4 Where an RMO is entitled to an increase in category as set out in clauses 8.1.2 (Rotating Shift) and 8.1.3 (Relievers) or Schedule two but such increase would place the RMO on a category above “A” the balance of the increase shall be accomplished by moving to the salary for the next year(s).

Where the provision for an additional two steps would place the employee above the top of the house officer scale an RMO who is on year 3 Category A or year 4 category B shall be paid Category A year 4 plus \$5000 gross per annum and an RMO who is on year 4 Category A shall be paid an additional \$10,000 gross per annum. For clarity this provision is payable only for the time spent performing the relief/reliever role.

8.1.5 RMOs employed in ED and Intensive care Units shall be paid a minimum C category. Employees hours shall not be increased from their current (as at 1 November 2004) category unless agreed between the parties.

## **8.2 Registrars and House Officers**

8.2.1 **Urban Scales** – apply at Auckland, Waitemata, Counties Manukau, Waikato, Hutt Valley, Capital and Coast, Canterbury and Southern (Other than Invercargill Hospital-based runs) DHBs.

## Registrars (Other than Dental Registrars)

Effective 1 April 2019

Cat	Hours	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
F	40-44.9	73967	77935	81871	85834	89757	107824	112381
E	45-49.9	73967	77935	81871	85834	89757	107824	112381
D	50-54.9	85066	89621	94151	98721	103266	107824	112381
C	55-59.9	96160	101314	106434	111582	116734	121883	127036
B	60-64.9	107257	113004	118716	124457	130204	135950	141695
A	65+	122051	128593	135089	141622	148165	154700	161237

Cat	Hours	Year 8	Year 9	Year 10
F	40-44.9	117099	122020	127144
E	45-49.9	117099	122020	127144
D	50-54.9	117099	122020	127144
C	55-59.9	132372	137931	143722
B	60-64.9	147646	153847	160308
A	65+	168008	175064	182417

Effective 30 March 2020

Cat	Hours	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
F	40-44.9	76186	80273	84327	88409	92450	111059	115752
E	45-49.9	76186	80273	84327	88409	92450	111059	115752
D	50-54.9	87618	92310	96976	101683	106364	111059	115752
C	55-59.9	99045	104353	109627	114929	120236	125539	130848
B	60-64.9	110475	116394	122277	128190	134110	140028	145946
A	65+	125712	132451	139142	145871	152610	159341	166074

Cat	Hours	Year 8	Year 9	Year 10
F	40-44.9	120612	125681	130958
E	45-49.9	120612	125681	130958
D	50-54.9	120612	125681	130958
C	55-59.9	136343	142069	148034
B	60-64.9	152076	158463	165117
A	65+	173048	180316	187890

## House Officers (Other than Dental House Officers)

Effective 1 April 2019

Cat	Hours	House Officer		Senior House Officer	
		Year 1	Year 2	Year 3	Year 4
F	40-44.9	58203	63006	66574	70138
E	45-49.9	64668	70006	73967	77935
D	50-54.9	74368	80510	85066	89621
C	55-59.9	84071	91012	96160	101314
B	60-64.9	93772	101512	107257	113004
A	65+	106705	115510	122051	128593

Effective 30 March 2020

Cat	Hours	House Officer		Senior House Officer	
		Year 1	Year 2	Year 3	Year 4
F	40-44.9	59949	64896	68571	72242
E	45-49.9	66608	72106	76186	80273
D	50-54.9	76599	82925	87618	92310
C	55-59.9	86593	93742	99045	104353
B	60-64.9	96585	104557	110475	116394
A	65+	109906	118975	125713	132451

8.2.2 **Non-Urban scales** – apply at Northland, Lakes, Taranaki, Tairāwhiti, Hawkes Bay, Bay of Plenty, Whanganui, MidCentral, Wairarapa, Nelson Marlborough, South Canterbury, West Coast, and Invercargill Hospital-based runs at Southern DHB.

## Registrars (Other than Dental Registrars)

Effective 1 April 2019

Cat	Hours	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
F	40-44.9	76926	81054	85148	89265	93348	112137	116877
E	45-49.9	76926	81054	85148	89265	93348	112137	116877
D	50-54.9	88469	93205	97919	102669	107394	112137	116877
C	55-59.9	100007	105367	110692	116044	121402	126759	132116
B	60-64.9	111546	117524	123463	129434	135411	141387	147361
A	65+	126933	133736	140493	147286	154092	160889	167687

Cat	Hours	Year 8	Year 9	Year 10
F	40-44.9	121785	126899	132229
E	45-49.9	121785	126899	132229
D	50-54.9	121785	126899	132229
C	55-59.9	137665	143446	149471
B	60-64.9	153552	159999	166720
A	65+	174728	182067	189713

**Effective 30 March 2020**

Cat	Hours	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
F	40-44.9	79234	83486	87702	91943	96148	115501	120383
E	45-49.9	79234	83486	87702	91943	96148	115501	120383
D	50-54.9	91123	96001	100857	105749	110616	115501	120383
C	55-59.9	103007	108528	114013	119526	125044	130561	136080
B	60-64.9	114892	121050	127167	133317	139473	145629	151782
A	65+	130741	137748	144707	151705	158715	165716	172718

Cat	Hours	Year 8	Year 9	Year 10
F	40-44.9	125439	130706	136196
E	45-49.9	125439	130706	136196
D	50-54.9	125439	130706	136196
C	55-59.9	141795	147749	153955
B	60-64.9	158159	164799	171722
A	65+	179969	187529	195405

**House Officers (Other than Dental House Officers)**

**Effective 1 April 2019**

Cat	Hours	House Officer		Senior House Officer	
		Year 1	Year 2	Year 3	Year 4
F	40-44.9	60531	65527	69236	72944
E	45-49.9	67255	72809	76926	81054
D	50-54.9	77343	83729	88469	93205
C	55-59.9	87435	94653	100007	105366
B	60-64.9	97523	105573	111546	117524
A	65+	110974	120132	126932	133736

Effective 30 March 2020

Cat	Hours	House Officer		Senior House Officer	
		Year 1	Year 2	Year 3	Year 4
F	40-44.9	62347	67493	71313	75132
E	45-49.9	69273	74993	79234	83486
D	50-54.9	79663	86241	91123	96001
C	55-59.9	90058	97493	103007	108527
B	60-64.9	100449	108740	114892	121050
A	65+	114303	123736	130740	137748

### 8.3 Junior Dental Officers

8.3.1 **Urban Scales** – apply at Auckland, Waitemata, Counties Manukau, Waikato, Hutt Valley, Capital and Coast, Canterbury and Southern (Other than Invercargill Hospital-based runs).

### Dental Registrars

Effective 1 April 2019

Cat	Hours	Registrars			Senior Registrars		
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
F	40-44.9	74989	78884	84109	89388	94708	100029
E	45-49.9	83320	87649	93455	99319	105234	111148
D	50-54.9	95817	100795	107474	114215	121018	127821
C	55-59.9	108318	113945	121492	129112	136802	144488
B	60-64.9	120816	127090	135511	144014	152587	161160
A	65+	137478	144619	154200	163875	173635	183394

Effective 30 March 2020

Cat	Hours	Registrars			Senior Registrars		
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
F	40-44.9	77239	81251	86632	92070	97549	103030
E	45-49.9	85820	90278	96259	102299	108391	114482
D	50-54.9	98692	103819	110698	117641	124649	131656
C	55-59.9	111568	117363	125137	132985	140906	148823
B	60-64.9	124440	130903	139576	148334	157165	165995
A	65+	141602	148958	158826	168791	178844	188896

## Dental House Officers

Effective 1 April 2019

Cat	Hours	Year 1	Year 2
F	40-44.9	66245	70061
E	45-49.9	73603	77839
D	50-54.9	84639	89510
C	55-59.9	95683	101191
B	60-64.9	106722	112864
A	65+	119064	123673

Effective 30 March 2020

Cat	Hours	Year 1	Year 2
F	40-44.9	68232	72163
E	45-49.9	75811	80174
D	50-54.9	87178	92195
C	55-59.9	98553	104227
B	60-64.9	109924	116250
A	65+	122636	127383

8.3.2 **Non-Urban scales** – apply at Northland, Lakes, Taranaki, Tairāwhiti, Hawkes Bay, Bay of Plenty, Whanganui, MidCentral, Wairarapa, Nelson-Marlborough, South Canterbury, West Coast, and Invercargill Hospital-based runs at Southern DHB.

## Dental Registrars

Effective 1 April 2019

Cat	Hours	Registrars			Senior Registrars		
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
F	40-44.9	77909	82041	87474	92962	98496	104029
E	45-49.9	86652	91153	97193	103293	109442	115593
D	50-54.9	99649	104827	111773	118784	125859	132934
C	55-59.9	112650	118504	126352	134277	142273	150269
B	60-64.9	125648	132173	140930	149773	158688	167605
A	65+	142978	150404	160368	170430	180580	190730



Effective 30 March 2020

Cat	Hours	Registrars			Senior Registrars		
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
F	40-44.9	80246	84502	90098	95751	101451	107150
E	45-49.9	89252	93888	100109	106392	112725	119061
D	50-54.9	102638	107972	115126	122348	129635	136922
C	55-59.9	116030	122059	130143	138305	146541	154777
B	60-64.9	129417	136138	145158	154266	163449	172633
A	65+	147267	154916	165179	175543	185997	196452

### Dental House Officers

Effective 1 April 2019

Cat	Hours	Year 1	Year 2
F	40-44.9	68894	72864
E	45-49.9	76547	80952
D	50-54.9	88024	93089
C	55-59.9	99511	105239
B	60-64.9	110990	117378
A	65+	123824	128617

Effective 30 March 2020

Cat	Hours	Year 1	Year 2
F	40-44.9	70961	75050
E	45-49.9	78843	83381
D	50-54.9	90665	95882
C	55-59.9	102496	108396
B	60-64.9	114320	120899
A	65+	127539	132476

- 8.4 **Final Year Student:** A final year student while employed in a relieving capacity in place of a house surgeon shall receive a yearly rate of salary of \$31,730 per annum (\$32,654 effective 30 March 2020).
- 8.5 Advancement within the scales shall be continuous.
- 8.5.1 Provided that where a registrar obtains an appropriate higher qualification the registrar is to proceed to the next step in the scale from the first day of the month following the date on which the qualification is granted, provided further that the registrar shall not be eligible for such an accelerated advancement any earlier than five completed years after graduation (that is after becoming entitled to provisional general scope of practice), and

- 8.5.2 where the vocational training programme does not require a part II (e.g. FRACP), the registrar shall proceed to the next step in the scale from the first day of the month, three years after they complete the part I examination, provided further that the registrar shall not be eligible for such an accelerated advancement any earlier than five completed years after graduation (that is after becoming entitled to provisional general scope of practice).
- 8.5.3 The parties agree that Registrars in dual vocational training programmes may access the non-service increment provided under clause 8.5.1 or 8.5.2 on more than one occasion where they obtain the specified qualifications in each respective vocational scope.
- 8.5.4 Where a Registrar who is a dual trainee is already on step 10 of the Registrar scale, when they would qualify for the qualification-based increment in 8.5.1 or 8.5.2 in respect of their second vocational scope, they shall, for the following year receive a one off allowance of \$5,000, paid on a fortnightly basis in addition to their regular salary. For the purposes of this clause a dual trainee means a Registrar who participates in two vocational training programmes that entitle registration in two vocational scopes of practice. Any interpretation issue that arises from this new clause shall be referred to NREG for resolution.
- 8.5.5 Thereafter advancement through the scale shall be continuous on the normal incremental date.
- 8.5.6 Steps 8, 9 and 10 of the Registrar scale are restricted to Registrars who are in training programmes leading to registration under a vocational scope of practice in New Zealand.
- 8.6 On appointment to a registrar position all experience as an acting registrar, or other service which is considered by the CEO to be directly relevant shall be credited for the purposes of determining the commencement step on the registrar scale. Guidelines for assessing relevant experience shall be agreed between the parties
- 8.7 **Increments while on leave**
- 8.7.1 Salary increments while on study leave - Employees on full-time study leave with or without pay shall continue to receive annual increments to which they would otherwise be entitled.
- 8.7.2 Salary increments while on leave without pay - Employees on leave without pay, including Parental leave, shall continue to receive annual increments on their incremental date, to which they would otherwise be entitled.
- 8.8 **Assistance to Reduce Student Debt** – Auckland, Waitemata and Counties Manukau DHBs only.

The Auckland DHB parties agree, that subject to agreement from the Commissioner of Inland Revenue, employees will be offered the option of making an election to have a proportion of their gross salary (up to 5%) paid directly to reduce outstanding student debt.

Such an election will be implemented by the relevant payroll service on receipt of agreed documentation (signed declaration) which is compliant with any ruling from the Commissioner of Inland Revenue.

## 8.9 Superannuation

The employer will provide a superannuation subsidy (the subsidy) at the rate of one dollar for each dollar the employee contributes to a recognized superannuation scheme of the employee's choice, up to a maximum of 6% of the employee's taxable salary as determined by clauses 8.2 and 8.3, provided that the subsidy shall be reduced by the amount, if any, that the employer is required to contribute or is contributing to the employee's KiwiSaver scheme or complying superannuation fund (as those terms are defined by the KiwiSaver Act 2006).

8.10 Timesheet account of the hours worked will be kept by each employee.

8.11 A Lump Sum Payment (LSP) of \$2,000 gross for House Officers and \$2,500 gross for Registrars shall be made to NZRDA members, effective from date of ratification

The payment will be paid to RMOs who are members of the NZRDA at the date of ratification. This will apply to NZRDA members who may also be members of STONZ excluding any member who has already received a lump sum payment under the STONZ MECA.

An RMO joining the NZRDA after the date of ratification will not be entitled to this LSP.

The amount of the payment will be pro-rated as follows:-

- Part-time employees at the effective date
- Service across DHBs during the 12-month period prior to ratification, providing service is continuous (i.e. not broken by a period greater than 1 month) unless service has been broken by a training requirement.

The payment will not apply to employees who work on a casual only basis.

The DHBs will endeavour to process the payment in the first pay period following formal ratification of the settlement.

Subject to the above pro rating, qualifying RMOs who are on approved leave without pay on the date of the payment shall be eligible to receive the payment on their return to work.

## 9.0 PART-TIME EMPLOYEES

Part-time work by an Employee is to be paid as a proportion of whole-time salary. Clause 13.4.4 shall not apply to part-time employees. Whole-time salary for the purposes of this clause shall mean the salary for which the run is categorised.

Part time employees are entitled to other conditions of employment on a pro rata basis as appropriate. For the sake of clarity, the annual practicing certificate, indemnity insurance and costs of training are to be reimbursed in full unless the employee has other permanent private sector employment as a doctor.

A part time employee shall only be required to work out-of-hours in proportion to their contracted ordinary hours, unless agreed otherwise by the individual employee and the employing DHB.



Each DHB shall commit to a positive process of introducing part-time employment opportunities for RMOs.

## **10.0 RUN DESCRIPTION**

Every run shall have a run description which sets out the established work patterns.

The run descriptions shall form part of this Collective Agreement, be held by the RDA and each DHB respectively, and shall include:

- 10.1 Details of the application of the description, the District, and the period covered.
- 10.2 Whether the run is recognised or not as a training position for specialist qualifications by the Medical Council of New Zealand, for registration under HPCAA for general or vocational scopes of practice.
- 10.3 Clinical responsibilities and work schedules which shall include all clinics (including preadmission clinics), theatre sessions, consultant and registrar ward rounds, pathology and radiology review sessions, grand round and other timetabled responsibilities.
- 10.4 Shall state who the residents are responsible to for their performance.
- 10.5 Provisions for a RMO's training and education which shall include the times and venues of all teaching sessions for first year registration, tutorials, journal clubs.
- 10.6 The training and development of other staff where these form part of a RMO's normal duties.
- 10.7 A description of the specialities and sub-speciality rosters to be included in the job.
- 10.8 Other resident and specialist cover.
- 10.9 Expected average hours of work shall be detailed as follows:
  - (a) Ordinary 40 hours.
  - (b) Roster hours over 40 including call-backs for rostered ward rounds.
  - (c) Unrostered hours.
- 10.10 Periods of leave shall not be used in determining hours worked.
- 10.11 Rosters shall not be rewritten unless there is a permanent change in the numbers of RMO's on the roster.
- 10.12 **Changes to run descriptions.**

Run descriptions can only be changed with the agreement of affected RMOs as follows:

- (a) Agreement with the affected RMOs will be sought by applying the overarching principles for change management set out in Part A of Schedule 9.
- (b) Any agreement to change will be assessed by vote. The vote shall be conducted as follows:

- Only affected RMOs may vote
- The period for voting shall be clearly set out and once the period is closed no further votes can be submitted
- Voting will be conducted on-line and shall be anonymous. If on-line voting is not practicable and the affected RMOs accept that some other form of voting is appropriate, then an alternative method of voting can be used.

(c) Change will only proceed if 2/3rds of the affected RMOs who participate in the vote, vote in favour of the change – this means obtaining the threshold number of votes set out below, if the number of votes is 20 or less:

Number of RMOs voting	Threshold required to agree
1 to 2	Unanimous
3	2
4 to 5	3
6	4
7 to 8	5
9	6
10 to 11	7
12	8
13 to 14	9
15	10
16 to 17	11
18	12
19 to 20	13

- (d) Affected RMOs are those whom the proposed change will affect at the time it is implemented.
- (e) Generally this change proposal process will not be initiated in November or December.
- (f) Following agreement to change under this process, a copy of the new run description shall be forwarded to the NZRDA.

10.13 Where any party to this Agreement wishes to review a run description this shall be carried out in terms of clause 12.0 below.

## 11.0 ADDITIONAL DUTIES

11.1 Where an RMO is required to work additional duties to cover absences from the roster in excess of the levels provided in the run description as required by Clause 10.0, or for other purposes the following provisions shall apply.

11.2 An RMO working additional duties shall be remunerated for such duty at the minimum rate of \$55.00 per hour for House Surgeons and \$70.00 per hour for SHOs and Registrars.

11.3 Except that additional duties performed between 2200 and 0800 shall be paid at the minimum rate of \$90 per hour for House Surgeons and \$115 per hour for Senior House Officers and Registrars.

- 11.4 The additional duty rates for Senior Registrars, being those Registrars in an advanced training programme who have passed their Part I exams or equivalent, and who are on Step 5 or higher on the Registrar scale, shall be a minimum of \$90 per hour (\$140 per hour minimum for additional duties performed between 2200 and 0800).
- 11.5 Duties paid in terms of this clause shall not be counted in the calculation of average hours worked when calculating the salary category of that run.
- 11.6 Additional duties are voluntary and paid in addition to normal salary.

## **12.0 REVIEW OF RUN DESCRIPTION/SALARY**

- 12.1 The employer or the group of RMOs on a particular roster, or their representative, may seek a review of any element of the run description no more frequently than every three months but this may be earlier as detailed in clause 12.5.
- 12.2 The review shall first be conducted at Unit level. Before commencing the review the initiating party shall advise the other party in writing of their intention. Copies of such notification shall be forwarded to the NZRDA.
- 12.3 In the event that agreement cannot be reached, the parties may involve respective representatives.
- 12.4 In the event that the review at Unit level should fail to settle the matter, the matter shall be a dispute as that term is defined in clause 40 and shall be resolved in the manner set out in clause 40.

## **12.5 Salary Review Protocol:**

### **New roster or amended roster**

- 12.5.1 Where a new roster pattern or change to an existing roster has been agreed in accordance with clause 10.12, including to increase or decrease the number of RMOs, then an estimated appropriate salary category shall be established through the following process:-
- (i) The employer shall establish the expected average rostered hours, including ordinary hours if a non-rotating shift roster in accordance with clause 8.1.2, and thereby determine the salary category based on the new roster pattern.
  - (ii) The employer shall provide their calculations to the NZRDA for consideration within 7 days and will address any issues identified prior to implementation
  - (iii) Should the expected average hours, excluding unrostered hours, fall below the middle of the salary category band hours as identified in clause 8.2 then that salary category shall apply when the new or changed roster is implemented. For example if the average rostered hours are 57 then the salary category shall be a C.
  - (iv) Should the expected average hours, excluding unrostered hours, be on or above the middle of the salary category band hours as identified in clause 8.2 then the category above the expected average hours shall apply when the new or changed

roster is implemented. For example if the average rostered hours are 57.45 then the salary category shall be a B category.

- (v) If the employer considers that unrostered hours are likely to exceed 8 hours when a review is subsequently carried out in accordance with clause 12.5.2 below, then the employer will pay an additional salary category to that determined by either (iii) or (iv) above in the interim period.
- (vi) The salary category for a new roster or change to existing roster shall be confirmed by a review carried out in accordance with clause 12.5.2. The review shall commence within three months of the new or changed roster being implemented and should focus on the unrostered hours.

### **Verification of hours review**

12.5.2 Where either the employer or the group of RMOs on a particular roster, or their representative, consider that the salary category does not accurately reflect the hours required then they may initiate a review through the following process:

- (i) The initiator shall advise the other parties in writing of their decision to review the salary category for the run. Notification should be provided a minimum of fourteen days prior to any proposed commencement date.
- (ii) The notification shall propose;
  - The date of the commencement of the review. Reviews shall not be undertaken in retrospect unless agreed between the parties.
  - The period of the run review. This period shall be representative of normal working conditions and shall be not less than 4 weeks and no longer than 6 weeks unless agreed otherwise by the parties.
  - Run reviews should not overlap run changeovers
  - Confirmation as to whom timesheets are to be sent and arrangements to ensure both employer party and NZRDA receive copies at the same time. Timesheets will normally be forwarded to the employing DHB RMO unit unless the DHB specifies otherwise.
- (iii) The non-initiating party shall raise any concerns regarding the notification within 7 days otherwise the review proceeds as per the notification
- (iv) Upon receipt of notification of a review the DHB must supply the run description and published roster for the run to the NZRDA
- (v) RMOs have an obligation to complete the timesheets in an accurate and timely manner
- (vi) Assessment of timesheets shall be completed by both the employer party and the NZRDA. Assessments should be exchanged within 3 weeks of receipt of the last timesheet. This timeframe can be altered by agreement between the parties.
- (vii) Should the parties calculations not result in agreement of the salary

category then both parties must identify the cause for the variation within three weeks from the date of exchange of assessment and supply it to the other party. If the cause for the variation in calculations is not supplied within this three week timeframe then the initiating party's calculated salary category is deemed confirmed.

- (viii) Any dispute over whether hours reported as worked are in fact required should acknowledge expected individual variation including experience and training of RMOs employed on a run (subject to the RMO being deemed competent level for his or her level). Hours worked should be accepted as hours required unless the employer can demonstrate good reason otherwise.
- (ix) If the cause for the variation in salary category is supplied and agreement to the correct salary category cannot be reached the matter shall be referred to the employer's human resource department and NZRDA for resolution. If this is unsuccessful the matter shall be an employer relations problem as that term is defined in clause 40 and shall be resolved in accordance with that clause.
- (x) Implementation of any alteration to salary category shall occur within two pay periods. Any required increases in the salary for the run description shall be backdated to when the change occurred that resulted in the change to average hours.
- (xi) Where no identified rationale for any increase, if an increase has been agreed, then the increase shall be backdated to the commencement of the run in which the review took place but not earlier. Decreases in salary shall not be made retrospectively. Where the parties cannot agree on any identified rationale for the change that resulted in the increase in salary category then the matter should be resolved in accordance with clause (ix) above.

### **13.0 LIMITS ON HOURS**

13.1 The parties have a commitment to work back to a maximum of 60 hours per week. RMOs shall not be required to work more than 72 hours in any consecutive seven days nor more than 16 hours in any day.

13.2 RMOs employed whole-time in accident and emergency departments -

13.2.1 The average on duty hours for an RMO so employed shall not exceed 50 per week over a four week period and in any one week the on-duty hours shall not exceed 60.

13.2.2 No RMO so employed shall be rostered for a continuous period exceeding 10 hours inclusive of meal breaks.

13.2.3 An RMO so employed shall receive a minimum break of nine consecutive hours between periods on duty.

**NOTE:** For the purpose of clarification clause 13.4.4 and 13.4.5 shall also apply.



13.3 Unless agreed to the contrary, employees working in ED or ICU shall not have more than 30% of their duties allocated as night shifts.

13.4 Employees in other services

13.4.1 Where an employee is rostered on duty in excess of 72 hours in any seven day period then a penalty payment of \$550 shall apply for that period. Where an employee is required to work in excess of 144 hours in a period of 14 consecutive days the employer shall pay a penalty of \$1,000.00 to the employee. Any penalty shall apply only once in respect of any particular 7 day period.

To be eligible for this penalty where it comes to the attention of the RMO concerned that they may break this limit they shall notify the appropriate manager to allow alternative arrangements to be made.

For the purpose of this clause, “required” means required by the demands of the service.

13.4.2 A period on duty shall not exceed 16 consecutive hours.

13.4.3 If requested by the employing District Health Board, a combined period of “on call” and “on duty” may exceed 16 consecutive hours by agreement between the employing District Health Board and the affected RMOs through the change management process at Part B of Schedule Nine

Agreement to such extensions shall not be unreasonably withheld.

13.4.4 Periods of normal rostered work shall be continuous and shall not be less than eight hours unless agreed with affected RMOs through the change management process at Part B of Schedule Nine.

13.4.5 Except to meet changes in roster cycles or with the prior agreement of the employing District Health Board and NZRDA only one period of normal rostered duty shall be worked in any one day.

13.4.6 A minimum break of eight consecutive hours off duty shall be provided between any two periods of normal rostered duty.

13.4.7 As a minimum provision, a minimum break comprising the balance of the calendar day upon which the employee ceased the last night duty plus a further two calendar days must be provided immediately following a period of 5 night duties or more.

13.4.8 Employees shall not be rostered on duty for more than 2 long days in 7. For the purposes of this clause, a “long day” shall be hours worked in excess of 10 hours.

13.5 **Limit on consecutive days**

13.5.1 No Employee shall be on duty or on call more than 12 consecutive days without a rostered rest period officially off duty of at least 48 hours before commencing the next period of duty.

Note: Employees shall have every second weekend completely free from duties.

## 13.6 Shift work rostering

13.6.1 Rosters involving shift work may only be operated on the following basis:

- (a) Night shifts only, or
- (b) Full time in accident and emergency, intensive care, or
- (c) By agreement with affected RMOs through the change management process at Part B of Schedule Nine..

Note: For the purposes of this clause “night shift” shall mean eight hours of rostered duty between the hours of 10.00 pm and 8.00 am.

13.6.2 On runs where shifts are being worked there shall be no more than 4 shift start times provided that where 2 shifts commence within ½ hour of each other to provide for handover this shall be deemed to be one shift start time and no employee shall be required to change shifts (e.g. moving from day shift to night shift) more than once per week.

## 13.7 Minimum break between spells of duty

13.7.1 A break of at least eight continuous hours must be provided wherever possible between any two periods of duty of a full shift or more.

13.7.2 Periods of full shift or more include:

- (a) Periods of normal rostered work, or
- (b) Periods of overtime that are continuous with a period of normal rostered work; or
- (c) Full shifts of overtime/call back duty.

13.7.3 If a break of at least eight continuous hours cannot be provided between periods of qualifying duty a penalty payment of \$146.00 on each such occasion which shall be paid to the employee concerned.

13.8 Adequate handover time shall be provided between shifts.

Note: the parties agreed to develop and introduce an appropriate rostering protocol.

## 14.0 ON CALL

**Clauses 14.1 – 14.3 below shall take effect from 26<sup>th</sup> August 2019. Up until that date, clause 14.1 – 14.4 as set out in the 13 February 2017 – 28 February 2018 MECA will apply.**

14.1 Where an RMO is rostered on call during normal off duty hours, an on call allowance of \$8.00 per hour shall be paid in addition to other remuneration. Where an employee is rostered on call on a Public Holiday the rate shall be \$10.00 per hour.

14.2 When an employee has completed a day’s work and has left the place of employment and is called back to work, all hours worked, including travelling time from the place at which the employee receives that call or home (whichever is the case) to the work place

and return will be paid at the applicable hourly rate as stipulated in the table below:

	Call back hourly rate \$	
	0800 - 2200	2200 - 0800
House Officer	\$60	\$90
Senior House Officer	\$75	\$115
Registrar	\$85	\$130
Senior Registrar	\$120	\$180

For the purposes of this clause, Senior Registrars are those Registrars in an advanced training programme who have passed their Part I exam or equivalent, and who are on Step 5 or higher on the Registrar scale.

- 14.3 Call-backs shall be paid for a minimum of three hours, or for actual working and travelling time, whichever is the greater, except that call-backs commencing and finishing within the minimum period covered by an earlier call-back shall not be paid for. Where a call-back commences before and continues beyond the end of the minimum period for a previous call-back, payment shall be made as if the employee had worked continuously from the beginning of the previous call-back, to the end of the later call-back.
- 14.4 Provided that at the request of the RMOs on a particular roster the call backs may by mutual agreement be included in the salary and shown in the run description. The minimum and maximum in this Clause shall apply when calculating any entitlement.
- 14.5 Where an employee is requested by the employer to undertake an additional period of on call to cover for an absent colleague on leave or where there is a vacancy on the roster, and except if there is an agreed "RMO initiated swap", the allowance payable for the associated hours on call shall be \$25.00 per hour in place of the amount specified in clause 14.1 (This clause shall take effect from 13 February 2017).
- 14.6 Where the employer requires the employee to participate in an on call roster:
- 14.6.1 The employer shall make available a cell phone or half the cost of a single telephone rental shall be reimbursed to the employee by the employer, and
- 14.6.2 A long range locator (or similar electronic device) shall be made available by the employer to the employee for the period of the call duty, at no expense to the employee.
- 14.7 **Provided** further that:
- 14.7.1 An Employee shall be reimbursed the actual and reasonable costs incurred in travelling to and from work when called back to work outside the Employee's normal hours of duty.
- 14.7.2 Where employees are required to use their own cars for the purposes of work, the employing District Health Board shall pay a private motor vehicle mileage allowance at a rate and subject to conditions approved by the employer.
- 14.8 **Telephone Advice When On Call**
- 14.8.1 Where an employee is rostered on an on-call roster and receives a work-related telephone consultation where the issue of patient care can be resolved over the

telephone, and that does not result in a call back, they shall be entitled to payment for a minimum one hour period at the appropriate additional duty rate set out in clause 11.

- 14.8.2 In order to be eligible for payment, each call must be logged and include a file/case note recording relevant details and advice.
- 14.8.3 The employee cannot receive more than one payment (including a call-back payment) in respect of the same hours, and all calls received within the period covered by the minimum one hour payment will be counted as one call.
- 14.8.4 Any run where the payment for telephone call is factored in to the calculation of run category per clause 14.3 shall not be eligible for this payment.

#### **14.9 Emergency Back Up Rosters**

An emergency backup roster is a voluntary roster that may be established by the employer and RMOs concerned. It is a voluntary roster used to provide emergency “backup” for periods of rostered duty in situations where the duty RMO is unable to attend their roster duties. The roster shall not be used as a substitute/alternative to providing relievers. The use of the emergency backup roster to provide cover for prearranged leave of any type should be discouraged.

When an RMO is on an emergency “back-up” roster she/he shall be paid \$50 for each day so rostered. Provided that should an RMO be called in to work while on a backup roster she/he shall receive the additional duties payment set out in clause 11 and shall not receive the \$50 provided in this clause.

A minimum payment of four hours as set out above in this clause shall be paid for each call out.

#### **15.0 MEAL PERIODS AND REST BREAKS**

- 15.1 Except when required for urgent or emergency work, no Employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.
- 15.2 No deduction is to be made from hours on duty for meal breaks taken within the hospital.
- 15.3 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.
- 15.4 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employing District Health Board.
- 15.5 Every RMO required to be on duty over a recognised meal period shall be entitled at the employer’s expense, to a meal.

#### **16.0 COVER FOR LEAVE**

- 16.1 The responsibility to arrange cover for RMO’s on leave lies with the Employer. It is not the responsibility of individual Employees to find cover for their own leave. The

Employer will take all reasonable steps to ensure sufficient cover is available to permit RMOs to take leave.

16.2 Rosters shall not be rewritten unless there is a permanent change on the numbers of RMOs on the roster nor be written to incorporate cover for leave except as provided in clause 16.3.

16.3 Cover for leave may be provided:

16.3.1 By relievers.

16.3.2 By payment of additional duties -

- (a) Where additional rostered duties are not included in the calculation of expected average hours, such duties shall be remunerated as per Clause 11 (additional duties).
- (b) Where an additional rostered period of call is worked the provisions of Clause 11 will apply in respect of actual hours worked, subject to the provisions of Clause 14.

#### 16.4 **Leave Abutting Weekends**

16.4.1 When an RMO is on leave on the days immediately before or after a weekend she/he cannot be required to work the weekend(s).

16.4.2 For the purpose of this clause a weekend shall be deemed to commence at the completion of the rostered Friday duty including long days. Where night shift is concerned the Friday night duty shall be deemed to be part of the weekend.

16.4.3 When the RMO is rostered to start the night shift on a weekend at the end of the leave in instances where they commence the leave on the previous Friday or before they may be required to return for the Sunday/Monday night shift.

16.4.4 This clause shall not apply to time in lieu of public holidays (Alternative Holidays)

16.5 An RMO shall only be debited leave for leave days taken Monday through Friday or, if employed on a shift roster, no more than 5 days in any week, i.e. exclusive of days rostered off.

16.6 Once approved, leave shall not be revoked by the employer.

#### 17.0 **CROSS COVER**

17.1 The parties to the Agreement recognise the medico-legal implications of providing cross cover. The intent of this provision is to ensure that no RMO is placed in an unsafe position with regard to workload.

An RMO who believes he/she has been placed in a situation as a result of cross cover which she/he believes will compromise patient care shall in the first instance advise the appropriate Clinical Director and/or manager of the situation, and if the situation persists the RMO cannot be obliged to undertake professional responsibilities that compromise the safety of his or her patients.

The parties accept that the final decision to provide cross cover falls to the RMO taking into account their current workload and the proposed workload.

Where an employee provides cross cover, he/she shall be paid \$150 per day/shift in recognition of the increased workload. If cover is provided by more than one employee then the payment is shared among those employees providing cover. The additional duties provisions (clause 11) do not apply in a cross cover situation.

17.2 Where an RMO is absent from a roster for any reason outside ordinary hours Monday through Friday, the employer must provide cover from an at least equivalent replacement suitably qualified medical practitioner. For the sake of clarity:

17.2.1 absences from the roster for evenings, nights, public holidays and weekends must be filled in a like for like manner for example an RMO on duty must be replaced by an at least equivalent suitably qualified medical practitioner on duty, and

17.2.2 not in any circumstances be left to the remaining RMOs rostered on during the period to cover the absent employee's duties in addition to their own.

## 18.0 PUBLIC HOLIDAYS

18.1 Pursuant to section 44(2) of the Holidays Act 2003 and notwithstanding the content of clause 4 of this agreement, the parties agree that the following days shall be observed as public holidays.

- The calendar day 1 January
- Easter Monday
- The calendar day 25 December
- The calendar day 2 January
- Sovereign's Birthday
- The calendar day 26 December
- Waitangi Day
- Labour Day
- Anniversary Day
- Good Friday
- ANZAC Day

18.2 In order to maintain essential services, the Employer may require an Employee to work on a public holiday.

When the employee is required to work on a public holiday as part of the normal roster he/she shall be granted equivalent time off 'in lieu' at a later day convenient to the employer unless otherwise provided in Schedule 1.

An employee required to be on call on a Public Holiday shall receive a day in lieu. No employee shall receive more than one day in lieu for a public holiday worked.

18.3 Additional Payment for Working on a Public Holiday

The calculation of T1/2 and relevant daily pay shall be made as follows:

The employees annual salary as set out in clause 8 will be divided by 52.14 and then the lowest number of hours per week to which the salary category relates (for example, a B category shall be divided by 60 hours). The resulting figure is then halved and this becomes the additional payment to be made per hour worked over and above relevant daily pay.

An RMO who is called back on a public holiday shall be paid T1/2 of their call back rate of pay.

## **18.4 Public holidays falling during leave or time off**

### **18.4.1 Leave on pay**

When a public holiday falls during a period of annual leave, sick leave on pay or special leave on pay an Employee is entitled to that holiday which is not to be debited against such leave.

### **18.4.2 Leave without pay**

An Employee shall not be entitled to payment for a public holiday falling during a period of leave without pay (including sick leave and military leave without pay) unless the Employee has worked during the fortnight ending on the day on which the holiday is observed.

### **18.4.3 Leave on reduced pay**

An Employee shall, during a period on reduced pay, be paid at the same reduced rate for public holidays falling during the period of such leave.

### **18.4.4 Off duty day**

Except where the provisions of 18.4.1 above apply, if a public holiday, other than Waitangi Day and ANZAC Day, falls on a rostered Employee's off duty day (such off duty day not being a Saturday or a Sunday) the Employee shall be granted an additional day's leave at a later date convenient to the Employer.

## **19.0 TIME OFF IN LIEU OF PUBLIC HOLIDAYS (Alternative Holiday)**

All employees are entitled to an alternative paid holiday when they have worked or been on call on a public holiday. The alternative paid holiday:

- (a) must be taken within 12 months of the employee's entitlement to an alternative paid holiday having arisen, and
- (b) the employee must give 14 days notice of taking the alternative paid holiday, and
- (c) shall be taken on a day either agreed with the employer, or if this is not possible at a time determined by the employee taking into account the employer's view as to when is convenient.

## **20.0 ANNUAL LEAVE**

### **20.1 Entitlement**

Employees shall be granted 30 days leave of absence on full pay in respect of each leave year, provided that this shall be pro rated for part time employees in accordance with clause 9. (Note also clause 16.5 in respect of the number of days to be debited)

### **20.2 Conditions**

20.2.1 The employer may permit an employee to take annual leave in one or more periods.

20.2.2 Within two weeks of receipt of a written application for planned leave from an employee, the employer shall respond in writing confirming approval for the leave or stating the reasons leave is unable to be taken

20.2.3 The employer may permit an employee to anticipate annual leave during the year in which it accrues subject to a refund being made, if necessary, on resignation.

20.2.4 The employer may permit all or part of the annual leave accruing in respect of a leave year to be postponed to the next following year, but the annual leave entitlement at any one time shall not exceed the total of annual leave accruing in respect of two leave years.

**Provided** however, that for the purposes of overseas study, the employer may permit all or part of the annual leave accruing in respect of two leave years to be postponed to and taken together with the annual leave accruing in respect of the next following leave year.

**Provided further** that where an employee is on continuous leave without pay due to illness or accident the employee will be permitted to take or accumulate leave for up to two years. After this, an employee will not qualify for any further period of leave until duty is resumed.

20.2.5 Where an employee resigns from a District Health Board to commence employment at another District Health Board as an RMO, the employer will notify the employee of the employee's entitlement to have their accrued annual leave, to the maximum of six weeks credited to the annual leave balance at their new employer if the employee is commencing employment at the next employer within one month of the final day of their employment.

Should the employee agree to this option they will confirm their agreement and provide details of their next employer including the date of their commencement. Should the employee not agree or fail to respond to the employer's notification within a timely period the employer will pay out the accrued annual leave on termination.

Failure by the employer to provide the written option of transferring one month prior to transfer will result in the accrued leave being transferred to the employee's new entitlement.

20.2.6 Except as provided in 20.2.3, 20.2.4 and 20.2.5 above, when an employee ceases employment with the employer the employee shall be paid salary for accrued annual leave and the last day of service shall be the last day of such accrued leave.

20.3 Employees shall be granted annual leave on pay to attend their graduation ceremony from their University Medical School and reasonable travelling time to and from the ceremony.

## **21.0 SICK LEAVE**

### **21.1 Conditions**

21.1.1 Where an employee is granted leave of absence on account of sickness or injury not arising out of and in the course of employment (in this Clause referred to as "sick leave") the employee shall be entitled to ordinary pay according to the scale set out in the schedule of entitlement in clause 21.2.

21.1.2 The length of service for the purposes of the said schedule means the aggregate period of service, whether continuous or intermittent, in the employment of a District Health Board (or its predecessor), the General Practice Training programme, as Community Medicine Registrars or a New Zealand University.



21.1.3 The total period of sick leave as set out in the schedule, may consist of one or more periods. Sick leave for each period allowed shall be reckoned in consecutive days (including Saturdays or Sundays, or in the case of rostered employees their rostered days off, that may fall during a period of sick leave).

Whole holidays or substituted succeeding days falling during a period of sick leave shall not be included in the aggregation of consecutive days sick leave.

21.1.4 The total period of sick leave to which any employee of the employing District Health Board is entitled shall be computed in respect of whole length of service.

## 21.2 Schedule of Entitlement

Length of Service	Total period of sick leave with ordinary pay during whole length of service
Year 1	30 working days only
Year 2	30 working days only
Year 3	30 working days only
Year 4	30 working days
Year 5	9 working days
Year 6 and over	9 working days

Sick leave shall be accumulated from year 4 onward.

21.3 Where on account of minor illness it is inadvisable for an employee, either in the employee's own interests or those of the institution where employed, to be on duty, the employer may grant sick leave on ordinary pay for not more than eight days in any year in addition to the sick leave with pay to which the employee is entitled.

21.4 Where in the opinion of the employer an employee is incapacitated by sickness or injury arising out of and in the course of employment, it shall be permissible for the Employer to continue to pay full salary during incapacity:

**Provided that** the period in respect of which salary is paid in accordance with this provision shall not be regarded as sick leave with pay for the purposes of 21.1, 21.2, and 21.3 above.

21.5 In special cases, an employer may allow an employee with over four years' service, to anticipate sick leave becoming due on completion of a further period of service.

## 21.6 Sickness at home

21.6.1 An employer may grant an employee leave on pay as a charge against sick leave entitlement when the employee must stay at home to attend to a member of the household who through illness becomes dependent on the employee. This person would in most cases be the employee's child or partner but may be another member of the employee's family or household.

21.6.2 Approval is not to be given for absences during or in connection with the birth of an employee's child. Such a situation should be covered by annual leave or paternity leave.

21.6.3 The production of a medical certificate or other evidence of illness may be required.

## 22.0 BEREAVEMENT/TANGIHANGA LEAVE

22.1 An employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association.

Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). The length of time off shall be at the discretion of the Employer.

22.2 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of 22.1 above. This provision will not apply if the employee is on leave without pay.

22.3 In granting time off therefore, and for how long, the employer must administer these provisions in a culturally sensitive manner.

## 23.0 PARENTAL LEAVE

23.1 Parental leave shall be granted to an employee as leave without pay and not as sick leave on pay.

Providing an application for leave of absence under this heading is received at least one month before it is intended to commence parental leave and is supported by a certificate signed by a registered medical practitioner, parental leave shall be granted as follows:

23.1.1 Leave of up to 12 months is to be granted to employees with at least one year's service at the time of commencing leave.

23.1.2 Parental leave of up to six months is to be granted to employees with less than one year's service.

**Provided** that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of a Hospital and Health Service, District Health Board, Crown Health Enterprise or an Area Health Board.

23.2 Employees shall continue to be awarded their normal salary increments when their incremental date falls during absence on parental leave.

23.3 Subject to 23.5 below, an employee returning from parental leave is entitled to resume work in the same position or in a similar position as s/he occupied at the time of commencing parental leave. For the purpose of this provision a similar position means a position of equivalent salary and grading in the same locality or within a reasonable commuting distance and involving responsibilities broadly comparable with those of the position previously occupied.

23.4 Where, for reasons pertaining to the pregnancy, an employee, on medical advice and with the consent of the employer, elects to work reduced hours at any time prior to



confinement, then the guaranteed proportion of full-time employment after parental leave shall be the same as that immediately prior to any such enforced reduction in hours.

- 23.5 Where the employer is not able to hold the same position open or to fill it temporarily until an employee returns from parental leave and, at the time the employee returns to work, a similar position is not available, the employer may approve:
- 23.5.1 An extension of parental leave for up to a further 12 months until the employee's previous position or a similar position becomes available; or
- 23.5.2 An offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying. If the offer is refused, s/he continues on extended parental leave as in 23.5.1 above for up to 12 months; or
- 23.5.3 The appointment of the employee to a different position in the same location. If the appointment is not acceptable to the employee, s/he continues on extended parental leave in terms of 23.5.1 above for up to 12 months; or
- 23.5.4 Where extended parental leave in terms of 23.5.1 above expires and no position is available for the employee, s/he continues on leave without pay and the employer may terminate employment with three months' notice; providing that an employee whose services are terminated under this provision shall be entitled to be paid the ex gratia payment calculated in terms of 23.8 below.
- 23.6 If the employee declines an offer in terms of 23.3 above, parental leave shall cease.
- 23.7 An employee granted parental leave in terms of 23.1 above shall notify the employer in writing of his/her intention to return to work or to resign at least one month prior to parental leave expiring, and if returning to work report for duty not later than the expiry date of such leave.
- 23.8 Where an employee who is granted leave in terms of 23.1 above returns to duty at or before the expiration of leave or extended leave and completes a further six calendar months' service, s/he shall receive a payment equivalent to six weeks' leave on pay calculated at the rate applying for the six weeks immediately following cessation of duty. If employment prior to confinement was part-time, however, payment shall be based on the proportion that the part-time hours worked a week bears to 40.

Where, for reasons pertaining to the pregnancy, an employee on medical advice and with the consent of the employer elects to work reduced hours at any time prior to confinement, then the calculation of the lump sum payment shall be based on the proportion of full-time employment immediately prior to any such enforced reduction in hours. Where an employee is absent on parental leave for less than six weeks, s/he shall receive that proportion of payment that the absence represents in relation to six weeks.

Where an RMO taking Parental Leave receives the parental leave payments provided for in the Parental Leave and Employment Protection Act, at the employee's nomination instead of the lump sum payment provided for above, the DHB will pay the equivalent total (i.e. up to six weeks' salary as at the date of taking parental leave) in equal installments as a partial salary top up while the RMO is in receipt of the statutory payment. Each equal installment shall be calculated based on the ratio of 6 weeks to 14



weeks and shall only be made in respect of the period for which the RMO is on parental leave and in receipt of the statutory payment if this is less than 14 weeks. If the total value of this top up is less than the value of the 6 week lump sum entitlement referred to above, then the balance shall be paid as a lump sum on the return of the RMO to work at a DHB.

23.9 An employee returning from parental leave may request the employer to vary the proportion of whole-time employment from that which applied before the leave was taken. The granting of such a request shall be at the discretion of the CEO. The calculation of the ex gratia payment in these circumstances shall be based on the proportion of whole-time employment which applied before taking the leave but excluding any temporary reduction in hours immediately prior to confinement.

23.10.1 **Leave on adoption.** The provisions of this clause shall apply in full to parents legally adopting a child under the age of 12 months, subject to the requirement of one month's notice and the provision of a medical certificate being replaced by the provisions of 23.10.2 below.

23.10.2 The intention to legally adopt a child shall be notified to the employer immediately following advice from Child Youth and Family or the equivalent Government Agency to the adoptive applicants that they are considered suitable adoptive parents. Subsequent evidence of approved adoption placement shall be provided to the satisfaction of the employer.

23.11.1 **Limits on Hours for Pregnant employees.** Employees shall be able to reduce hours of work as follows:

- (a) From 28 weeks of pregnancy (or earlier if considered medically appropriate by the employee's lead maternity carer), no night shifts shall be worked.
- (b) From 32 weeks of pregnancy (or earlier if considered medically appropriate by the employee's lead maternity carer), no long days in excess of 10 hours shall be worked.
- (c) From 36 weeks of pregnancy (or earlier if considered medically appropriate by the employees lead maternity carer), no acute clinical workload shall be allocated.

23.11.2 Employees reducing hours as provided for in clause 23.11.1 above shall have their salary reduced in a manner agreed between the parties on a case by case basis.

## 24.0 SPECIAL LEAVE

In an emergency situation, as determined by the employer, an employee who is required to work a full day on a weekend when not rostered on for that day shall be granted a day's leave in lieu of each day worked.

## 25.0 JURY SERVICE LEAVE

25.1 Employees called on for jury service are required to serve. Where the need is urgent, the employing District Health Board may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.

- 25.2 An employee called on for jury service may elect to take annual leave, leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the service is performed during an employee's off duty hours, the employee may retain the juror's fee (and expenses paid).
- 25.3 Where leave on pay is granted, a certificate is to be given to the employee by the employer to the effect that the employee has been granted leave on pay and requesting the court to complete details of juror's fees' and expenses paid. The employee is to pay the fees received to the employing District Health Board but may retain expenses.
- 25.4 Where leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the employee is not required by the court, the employee is to report back to work where this is reasonable and practicable.

## **26.0 MEDICAL (Dental) EDUCATION**

- 26.1 In recognition of the importance of ongoing medical education a minimum number of hour's rostered duty per week will be set aside for the purpose of medical learning which is not directly derived from clinical work. The number of hours of rostered duty per week in each DHB shall be set out in schedule three and need not necessarily be provided in one continuous period.
- 26.2 All employees in their second and subsequent years of service shall be entitled to five days medical education leave in each full year of service for the purposes of study towards their vocational training and/or to attend interviews for vocational training positions.
- 26.3 Employees undertaking college or university (medically related) courses of study, examinations or the equivalent qualification related papers, shall be entitled to a maximum of six weeks medical education leave per annum inclusive of the provisions of clause 26.2 for the purposes of attending courses, conferences, studying towards and sitting examinations or the equivalent qualification related papers relevant to the course of study, examinations or the equivalent in respect to obtaining vocational scope of practice.
- 26.4 Except that employees undertaking the Diploma of Child Health or Diploma of Obstetrics and Gynaecology or other advanced diplomas and dental training shall be entitled to a maximum of two weeks medical education leave inclusive of the provisions of clause 26.2 in any year in respect of each diploma.
- 26.5 Employees shall be entitled to a maximum of 12 weeks medical education leave per vocational training programme during their employment as an RMO in New Zealand.
- 26.6 Applications for Medical Education Leave must be submitted at least three months in advance. Where an employee does not have sufficient entitlement remaining for the period of leave applied for, consideration shall be given to employees using accrued annual leave or unpaid leave may be granted.
- 26.7 Leave is to be taken at a time approved by the employer taking into account the timing of the course/examination. The employer will base any approval on adequate cover being maintained and will take all reasonable steps to provide cover.
- 26.8 At the discretion of the employer, additional medical education leave may be allowed and

such leave shall be determined on a case-by-case basis.

- 26.9 Nothing in this clause shall preclude the DHB agreeing to provide medical education leave to first year House Officers for the purpose of advancing their entry into a vocational pathway.

## **26.10 Conference Leave**

26.10.1 The following employees are entitled to the provisions of this clause:

1. Registrars in their 5<sup>th</sup> and higher years of the salary scale, and
2. Those registrars who have successfully completed the first part of their vocational training examination requirements and a further 12 months service. In any event it is not intended that RMOs will access this provision until their 3<sup>rd</sup> year of registrar training

26.10.2 Entitled employees as provided for in clause 26.10.1 above shall be granted a total of eight days additional leave to attend appropriate conferences. Entitled registrars shall receive a maximum of \$6,500 expenses in total in respect of the total conference leave provided for in this clause.

26.10.3 The parties acknowledge that this entitlement is intended to be portable between District Health Boards.

26.10.4 Employees having completed their seventh year on the registrar scale, who continue employment as a registrar, in addition to the above shall be entitled to paid conference leave according to the following scale:

Eighth year	1 day per annum
Ninth year	2 days per annum
Tenth year	2 days per annum
Over ten years	3 days per annum.

## **27.0 EMPLOYMENT RELATIONS EDUCATION LEAVE AND UNION LEAVE**

27.1 Employee education leave shall be granted in accordance with part seven of the Employment Relations Act 2000 except as provided below.

- Otago 18 days per annum
- Southland 10 days per annum
- Whakatane, South Canterbury, Whanganui 5 days per annum
- All other employees 1- 5 members = 3 days; 6-50 members = 5 days;  
51-280 members 1 day for every 8 FTE or part thereof;  
Over 281 members = 35 days plus 5 days for every 100  
FTE or part thereof that exceeds 280.

For the purposes of this clause the year shall be from 1 July until 30 June the following year.

27.2.1 Members of the NZRDA National Executive shall be allowed a reasonable amount of paid time off to attend national executive meetings, meetings with DHB management, consult with union members and attend to other business agreed as appropriate by the RDA and affected DHB(s).

27.2.2 Such requests shall be made as early as possible in order to assist with the provision of cover. Should less than 6 weeks notice of meetings be provided to the employer, leave cannot be guaranteed however the employer shall make all reasonable steps to grant the leave.

## **28.0 EMPLOYMENT RELATED EXPENSES**

28.1 Where an employee is required by law to hold an annual practising certificate in order to practise that profession or trade with the employing District Health Board, the cost of the certificate (including disciplinary levies where these are a prerequisite) shall be refunded to the employee provided that:

28.1.1 It must be a statutory requirement that a current certificate be held for the performance of duties.

28.1.2 The employee must be engaged in duties for which the holding of a certificate is a requirement.

28.2 The parties acknowledge that the Medical Council of New Zealand has introduced a requirement that RMOs who are registered in only a general scope of practice, and who are not participating in a vocational training programme, must participate in the approved recertification programme provided by BPAC(NZ) (InPractice). The parties agree that the costs of registration in this programme are an employment related expense within the meaning of the relevant clauses of the MECA, and will be met directly, or be reimbursed, by the employing DHB.

28.3 The employer will reimburse the annual cost of membership of relevant postgraduate colleges to eligible employees.

28.4 In recognition of the parties mutual support for Maori medical practitioners, the employer will reimburse full membership of Te Ohu Rata o Aotearoa – Maori Medical Practitioners Association (TeORA) to eligible employees to a maximum of \$300 per annum. (This clause shall take effect from 13 February 2017).

28.5 The employing DHB will reimburse the cost of initial application for provisional general registration to employees who graduate from a NZ medical school on or after 1 November 2015.

28.6 The employing District Health Board shall reimburse the actual and reasonable costs of the training undertaken in the pathway to obtain a New Zealand or Australasian vocational scope of practice, on the production of receipts, provided the employee is employed in New Zealand when the training is undertaken.

For the sake of clarification, the above proviso is not intended to affect the practice whereby employees are reimbursed promptly upon production of receipts.

The parties agree that the employing DHB may, where the employee requests it, directly pay to training providers training costs for RMOs. The RMO agrees that any full or partial refund of a training cost reimbursed or paid under this clause shall be paid back to the DHB that made that reimbursement or payment.

Costs for the purposes of this clause shall include course, examination, modules and clinical assessments and other fees where they are incurred as a direct result of training required for achieving vocational scopes of practice. Costs also include reimbursement for required texts, travel and accommodation.

Vocational scopes of practice training includes, but is not limited to, such training as diplomas in child health, diplomas of O & G, ACLS, APLS, EMST, BST, other advanced diplomas and dental training.

Agreement for reimbursement for any training costs not expressly covered by this agreement shall be discussed between the parties.

The parties agree to work collaboratively towards the most cost effective mechanism of funding these costs without minimising any employee's individual contractual rights under this clause.

- 28.7 The employing District Health Board shall provide professional indemnity insurance on a basis agreeable between the parties from time to time.
- 28.8 Where Employees are required to use their own cars for the purposes of work, they shall be reimbursed by the employer in accordance with the IRD mileage rates subject to prior approval and conditions established by the employer. Any change to this rate shall be effective from the first pay period following the date of promulgation by the IRD.

## **29.0 EXPENSES PAYABLE TO HOUSE SURGEONS AND REGISTRARS TRAINING AWAY FROM THEIR BASE HOSPITAL**

- 29.1 Employees who are required to spend part of their training under an approved training programme, or to be otherwise employed at a hospital located away from their base hospital and in the area of a different District Health Board, shall be granted a refund of expenses as specified in this Clause.

### **29.2 Travelling Expenses**

The cost of actual and reasonable fares for travelling:

- (a) To the new location at the beginning of the attachment, and return at the end of it;
- (b) To return to the base location for approved training courses during the attachment to the peripheral hospital, provided a refund of travelling costs for this purpose is limited to an average of not more than once a month; and
- (c) Where it is planned at the outset that the period of attachment is to be for more than three months, the cost of actual and reasonable fares for an Employee's family to move to the new location should also be met. If in these circumstances the Employee's own car is used a private car allowance on transfer rates is to be paid.

### **29.3 Removal Expenses**

For Employees with a family who move to a new location:

- (a) Where it is planned at the outset that the period of attachment is to be for more than



three months and furnished District Health Board accommodation at the receiving hospital cannot be provided, an Employee with a family shall be refunded the reasonable cost of the removal of furniture and essential effects to the new location. In these circumstances a refund of up to one week's accommodation expenses for the Employee and family may be granted if necessary. The accommodation expenses for that adult concerned are not to exceed the travelling allowance rate specified in this Agreement.

- (b) If furnished District Health Board accommodation is provided but it is necessary for the Employee to transfer certain essential household items to the new location, then the reasonable cost of the removal of these items should be refunded.
- (c) Where the family returns to their former location at the end of the attachment, expenses shall be granted on the same basis and scale as specified above.

#### 29.4 Duration of period of attachment

Cases may arise where it was originally planned for a period of attachment not to exceed three months but it extended slightly beyond three months. In these circumstances there should be a corresponding extension of the provisions normally applying to attachments for up to, but not more than, three months.

#### 29.5 Family at former location

An Employee required to maintain his/her family at the former location should be granted up to one week's accommodation expenses not exceeding the travelling allowance rate specified in this Agreement and thereafter a boarding allowance of \$35.89 per week provided that:

- (a) Employer accommodation is unavailable to him/her, and
- (b) No payment is to be made for one week's accommodation expenses where the Employee intends to eventually move his/her family to the new location and to claim accommodation expenses as above.  
Where employer accommodation is used then the charge for such accommodation is to be waived.

NOTE: For the purpose of this section, family shall have the meaning given to it in Clause 31.2 of this Agreement.

#### 29.6 Accommodation for employees without a family

As a general rule Employees without a family are to be offered accommodation in the District Health Board's staff quarters at the normal rates. In the remote possibility that no such accommodation is available Employees without a family are to be paid up to one week's accommodation expenses not exceeding the travelling allowance rate prescribed in this Agreement.

#### 29.7 Responsibility for costs

The employing District Health Board to which the medical officer is attached while away from their base hospital is to meet the costs of all relevant expenses as provided above. This responsibility applies to the payment of expenses at both the beginning and end of



an attachment and is also to include the payment of expenses provided above.

## **29.8 Changes within a District Health Board's area**

The above provisions are also to be applied as appropriate, in the case of employees who are required to spend part of their training under an approved training programme, or to be otherwise employed, at a hospital that is located away from their base hospital, provided that the distance between the Employee's place of residence at the base location and the peripheral hospital in the new location is 55 km or greater.

Note: the provisions of this clause do not apply to the Wellington DHBs where there is an established rotational arrangement between those DHBs at the outset of the employee's employment.

## **30.0 FIRST APPOINTMENT AS HOUSE SURGEON: REMOVAL EXPENSES**

30.1 Persons taking up their first appointment as whole-time dental or medical house surgeons are entitled to removal and related expenses as specified below from the location of the dental, medical or clinical school to which they were last attached.

In all cases, the refund of expenses to house surgeons on initial appointment is subject to the appointee entering into a bond to remain in the employment of the employing District Health Board for one year. There is no provision for dental or medical staff taking up positions to be paid expenses other than those taking up house surgeon appointments for the first time from dental, medical or clinical school.

### **30.2 Expenses payable to a house surgeon**

Expenses payable are:

- (a) half surface fares for self and any family;
- (b) actual and reasonable expenses to cover meals, accommodation etc at the start, during and at the end of the journey, for up to eight days if necessary, for the employee and their family if applicable;
- (c) half cost of removal of furniture and effects;
- (d) actual legal expenses of up to \$1,239 if an appointee has to shift the family to a new location and sells the house and buys one within 12 months of appointment.

## **31.0 TRANSFER EXPENSES**

31.1 When Employees are transferred in the public interest, or to meet the convenience of the Employer, or in the course of promotion, the actual and reasonable cost of conveyance of the Employees and their families shall be paid by the Employer as set out in the following provision.

This provision shall also apply to registrars who are required to transfer within Australasia for a year or more as part of an approved training programme, provided that expenses associated with buying and selling a house shall not be refunded to any one Employee more than once during a training programme.

## 31.2 Definitions

31.2.1 In determining expenses payable to Employees on transfer or new appointees in the context of transfer expenses, a family is defined as follows:

- (a) All children up to the age of 16 years and all children between the ages of 16 and 18 years in respect of whom the Family Benefit is payable;
- (b) A partner (provided that no transfer expenses are being paid from another source);
- (c) All other persons for whom the employee can be shown to be financially responsible, either for legal or moral reasons, provided that any income they receive is in total, less than the Adult Minimum Wage as set by the Minimum Wage Act;
- (d) Special consideration will be given by the employer to any cases where an employee can show that a person living with the employee in the old location and moving with the employee to the new location is in some way in need of the said employee's shelter and support and should thus be considered to be a member of the family for the purposes of transfer provisions despite the fact that their income exceeds the stated figure;

31.2.2 A promotion is one which follows an officer's initial appointment and has a higher maximum salary (eg. house surgeon to registrar) but does not include an appointment from house surgeon to senior house officer.

## 31.3 Removal of furniture and effects

Expenses, including insurance and storage, incurred in the transfer of household effects to new locations (including household pets, contents of a freezer, telephone installation, and television aerials).

The cost of the removal will not include the following effects:

- all articles not part of the Employee's own household;
- buildings (other than small easily dismantled structures, which are not garages), building structural materials, garden seats and large radio and television masts;
- large workshop machinery, large engines, large cultivating machinery and garden rollers;
- boats (other than those towed on trailers);
- livestock (other than household pets) and beehives;
- motor and towed vehicle

## 31.4 Travel Expenses

Payment of expenses during travel and on arrival. This may include meals, travel and accommodation for up to seven days on arrival. An extension may be sought if furniture is delayed in transit.

## 31.5 Board and lodging for an employee with a family

Actual and reasonable expenses for board and lodging to an employee who is maintaining a home at the former location as follows:

- for the first two weeks, employees may claim \$54.50 per 24 hour period for meals, \$7.15 incidentals allowance and accommodation costs;
- for the third and fourth weeks employees may claim \$40.91 per 24 hour period for meals, \$7.15 incidentals allowance and accommodation costs;
- for the second month, the amount refunded to the employee per week is on the basis of 2/3 of the amount reimbursed in the fourth week; and
- for the third month and up to the end of the six month, the amount refunded to the employee per week is on the basis of 1/3 of the amount reimbursed in the fourth week.

### 31.6 Accommodation allowance for employees without a family

If an employee without dependants has difficulty in finding suitable permanent accommodation at the new location, the employee may be granted an accommodation allowance for a period of up to one month in addition to the period mentioned above.

- The allowance is to be the amount by which actual and reasonable board and lodging expenses exceed 30% of gross remuneration.
- If the employee stays at a motel and food is purchased and prepared by the employee, a rent subsidy of an amount by which the motel tariff exceeds 1/6 of gross salary may be paid.

### 31.7 Expenses arising from buying and selling homes and land

31.7.1 When an employee on transfer buys or sells land, a refund of the following expenses shall be made:

- aggregated maximum for purchase and sale of land: actual expenses up to \$3,633 ; or
- if selling only: Estate Agents Commission actual expenses up to \$1,918 ; and
- Legal fees: actual expenses up to \$471:

Purchases and sales of land must be completed within two years of transfer to the new location.

31.7.2 When an employee sells the house the employee was occupying at the former location and buys a new house at the new location within two years of the date of transfer, actual aggregated legal and land agents expenses up to \$10,816 shall be refunded. Evidence must be produced that the employee has occupied and sold a house at the former location.

#### 31.7.3 Legal expenses

- When an employee sells the house that the employee was occupying at the former location within two years of the date of transfer, but does not buy another, actual expenses up to \$899 shall be refunded:
- When an employee has sold a house at the former location and buys another at the new location, or when the employee has not sold a house at the former location, but buys one at the new location within two years of the date of transfer or builds one within two years provided the employee has owned a house actual expenses up to \$3,840 shall be refunded.

To qualify under this provision, the employee must provide evidence of having previously owned a house.

### 31.7.4 Land agent's commission

- When an employee sells the house that the employee was occupying at the former location within two years of the date of transfer (whether or not another house is purchased at the new location) actual expenses up to \$6,078 shall be refunded.
- If the employee sells the house without the services of a land agent, the employee shall be refunded the full costs of advertising with a maximum of \$631 subject to the production of receipts.

### 31.7.5 Penalty mortgage repayment charges

When employees transfer to another location and are eligible for payment of transfer expenses, the employer may approve on the submission of details, a separate refund of the penalty charges incurred because of the termination of a mortgage before the completion of the term of the loan on the property at the previous location. The maximum refund allowable is \$2,332.

## 31.8 Transfer Grant

31.8.1 When employees are transferred at the employer's expense and are required to shift the household, a transfer grant shall be paid as follows:

- (a) \$1,008 Where an employee:
- purchases own accommodation; or
  - moves into pool housing; or
  - rents or leases board or private accommodation which has no floor and window coverings.
- (b) \$655 Where an employee rents or leases board or private accommodation which has some floor or window coverings.
- (c) \$481 Where an employee rents or leases board accommodation which has floor and window coverings in all rooms.

**NOTE:** In the above definitions the furnishings referred to are those owned by or installed at the expense of the employer or the existing owner, where rented or leased accommodation is concerned.

- (d) \$263 For each child who is attending a secondary/intermediate school prior to the date of transfer, who attends another secondary or intermediate school after the transfer, and for whom a different uniform is required to be purchased because of change of schools.

## 32.0 TRAVELLING ALLOWANCE

32.1 Employees may claim reimbursement of their accommodation costs on an actual and reasonable basis on the presentation of receipts.

- 32.2 In addition, employees will be paid an allowance to cover their meal costs (no receipts will be required). The rate will be \$56.17 per, day.
- 32.3 The allowance will be payable at the standard rate for each full 24 hour period spent in travelling, and at the following rates for any additional period of less than 24 hours:
- \$23.76 for periods up to 10 hours
  - \$56.17 for periods over 10 hours
- 32.4 Employees may also claim the Incidentals Allowance for each full 24 hour period and for any additional part of less than 24 hours (no receipts will be required).
- 32.5 There are no different rates of allowance based on salary.
- 32.6 In exceptional situations where the allowance for meals will not cover reasonable costs employees may claim an actual and reasonable refund of meal costs (on production of receipts).
- 32.7 Employees must claim an actual and reasonable refund of their expenses where the accommodation tariff includes all or some meal costs (receipts will be required). The allowance for meals will not be paid.
- 32.8 Employees who claim an actual and reasonable refund for their expenses may also claim the Incidentals Allowance.

### **33.0 RELIEVING ALLOWANCE**

- 33.1 Reimbursement of accommodation, meal and incidental expenses for employees performing relieving duty will operate in the same manner as specified as above.
- 33.1.1 Employees may claim reimbursement of their accommodation expenses on an actual and reasonable basis (on production of receipts).
- 33.1.2 Employees will be paid an allowance to cover their meal costs (no receipts are required). The rate for Employees performing relieving duty will be \$42.14 per day.
- 33.1.3 Employees may also claim the Incidentals Allowance.
- 33.2 For the first 14 days (of relieving duty) employees may claim a refund of their expenses based on the transfer allowance provisions. That is, they may claim the higher rate of the allowance for meals (\$56.17 per day).
- 33.3 Employees receiving a relieving duty allowance are to avoid staying at expensive hotels and make every effort to obtain board and lodgings elsewhere. Employees will be allowed a reasonable period to find cheaper accommodation. Hotel expenses are not to be paid for more than one month other than in exceptional circumstances.

### **34.0 STAYING PRIVATELY**

- 34.1 Employees eligible for travelling allowance may claim an allowance of \$28.09 per day or part thereof for meals when staying privately.

- 34.2 Employees eligible for relieving allowance may, when staying privately, claim \$21.06 per day or part thereof for meals (no receipts will be required).
- 34.3 Employees may also claim the Incidentals Allowance. In addition, employees who stay privately may claim up to \$31.12 per night for accommodation (no receipts will be required).

### **35.0 INCIDENTALS ALLOWANCE AND PRODUCTION OF RECEIPTS**

- 35.1 Where an employee is entitled to receive an incidentals allowance under this document, an allowance at the rate of \$7.25 per day or part of a day shall be paid.
- 35.2 Receipts are to be produced for all payments on which a refund is claimed.

### **36.0 PHYSICAL FACILITIES**

The parties acknowledge the importance of RMOs having quality facilities to enable RMOs an opportunity to rest, discuss clinical matters with other RMOs, and to study.

The DHBs acknowledge the importance of private RMO rooms and accept they need to be appropriate for the circumstances. Ideally RMO facilities should be of an appropriate size, secure and have the following:-

- Kitchen facilities and lounge area, with natural light where possible.
- Sufficient number of telephone lines to enable appropriate clinical response by RMOs to pagers and clinical duties.
- A study area including sufficient desk space and adequate lighting to enable reading.
- Good IT facilities including:
  - inter and intranet access
  - access to relevant clinical material such as lab and x-ray results, up to date etc
  - access and ability to print.
- Lockers if secure facilities are not provided elsewhere closer to work spaces.
- Sufficient beds for those on nights.
- Changing, toilet and shower facilities.
- The room(s) and associated facilities should be located close to the hospital's acute area(s) and serviced regularly with linen supplied.
- Where space is available, safe and secure parking close to the main entrance of the hospital for RMO's undertaking work during the hours of darkness. Where space is not available the DHB must make appropriate alternative arrangements such as the provision of taxis.

DHBs accept that while the RDA is not asking DHBs to demolish existing facilities and rebuild, DHBs should consider the above requirements when undertaking refurbishment work and when building new hospitals/facilities. Best endeavours should be applied to provide the above within existing facilities in the absence of rebuilding.

## **37.0 HEALTH AND SAFETY**

The employer shall comply with the provisions of the Health and Safety in Employment Act and associated Regulations, concerning safety, health and welfare matters. The parties agree that employees should be adequately protected from any safety and health hazard arising in the workplace.

- 37.1 It shall be the responsibility of the employer to ensure that the workplace meets the required standards and that effective and maintained safety equipment is provided.
- 37.2 Where safety equipment is required, it is the responsibility of employees to ensure it is appropriately utilised.
- 37.3 It is the responsibility of every employee to report any hazards, accidents or injuries as soon as practicable using the employers hazard management and accident reporting systems.
- 37.4 It is the responsibility of the employer to systematically identify and address any workplace hazards, which may affect the safety of employees.
- 37.5 Where there is a concern regarding the safety of employees, employees have the right to contact NZRDA for advice on their rights under Section 28A of the Health and Safety in Employment Amendment Act 2002.
- 37.6 The parties shall establish a national health and safety committee to oversee RMO specific issues related to health and safety with national consequences or implications. Individual DHB specific issues shall remain the responsibility of DHB based health and safety systems.
- 37.7 The committee established under clause 37.6 above shall be constructed on the following basis:
- ✓ Management representatives will not exceed the number of employee representatives.
  - ✓ Additional people may be co-opted onto the committee to provide specific expertise by the agreement of the parties to this agreement.
  - ✓ Training may be necessary in order for health and safety committee members to perform their duties efficiently.
  - ✓ Appropriate time on pay will be agreed by the employer to allow committee members to fulfil their function. This may include training.

## **38.0 PERSONAL INFORMATION**

No information contained in employees personnel files shall be disclosed in whole or in part to external parties without the individual employees written consent, except in accordance with requests from the NZRDA as their duly authorised representatives /agents or in accordance with statute. The employee shall have the right of access to



their personal file and any other personal information without any unnecessary delay.

### **39.0 BULLYING and HARRASSMENT**

The employer will not condone bullying or harassment of RMOs. Where an instance is substantiated to the employer's satisfaction appropriate action will be taken by the employer.

### **40.0 EMPLOYMENT RELATIONS PROBLEM SOLVING**

40.1 The object of this clause is to encourage the parties to resolve employment relationship problems ("ERPs") without resorting unnecessarily to litigation.

40.2.1 In any proceeding between the parties referred to in clause 40.2 of this Agreement, whether before the Employment Relations Authority, the Employment Court, the Court of Appeal, or before any other judicial officer or an arbitrator, the party which is wholly or substantially unsuccessful shall pay the costs and expenses of the party which is wholly or substantially successful on a solicitor and client basis.

40.2.2 The costs and expenses to which the successful party shall be entitled under clause 40.2 above shall be all the reasonable legal costs and expenses of that party of and incidental to the proceeding, including its reasonable legal costs and expenses with respect to any mediation of the ERP.

40.2.3 If in any such proceeding neither party is wholly or substantially successful then the costs of and incidental to the proceeding shall be at the discretion of the relevant judicial officer or arbitrator.

40.3 An "employment relationship problem" includes:

- (a) A personal grievance
- (b) A dispute
- (c) Any other problem relating to or arising out of the employment relationship but does not include any problem with negotiating new terms and conditions of employment.

40.3.1 A "personal grievance" means a claim that an employee:

- (a) has been unjustifiably dismissed; or
- (b) has had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by the employer; or
- (c) has been discriminated against in his/her employment; or
- (d) has been sexually harassed in his/her employment; or
- (e) has been racially harassed in his/her employment; or
- (f) has been subjected to duress in relation to union membership.

40.3.2 Where an Employment Relationship Problem arises the parties will in the first instance seek to resolve it between the immediately affected parties. Further to this:

- (a) The employee is entitled to seek representation at any stage during the process.
- (b) If the matter is unresolved either party is entitled to seek mediation from the Labour Department or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)

- 40.3.3 If the employment relationship problem is a personal grievance, the employee must raise the grievance with the employer within a period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee, whichever is the latter.
- 40.3.4 Where any matter comes before the Authority for determination, the Authority must direct the matter to mediation in the first instance. Where mediation has failed or been deemed inappropriate in the circumstances, the Authority will then have the power to investigate the matter.
- 40.4 If the employment relationship problem relates to discrimination or sexual harassment, services available for the resolution of the problem include either application to the Authority for the resolution of this grievance or a complaint under the Human Rights Act 1993, but not both.
- 40.5 A party dissatisfied with the decision of the Authority may challenge that decision in Employment Court. In the same way a decision of the Employment Court may be appealed to the Court of Appeal.

#### **41.0 STOP WORK MEETINGS**

- 41.1 The employer party shall allow every employee employed under this agreement to attend, on ordinary pay, at least two stop work meetings (each of a maximum of two hours duration) in each year (being the period between the 1st day of December and ending on the following 30th day of November).
- 41.2 The NZRDA shall give the employer at least 14 days' notice of the date and time of any stop work meeting.
- 41.3 The NZRDA shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any stop work meeting, including where appropriate, an arrangement for sufficient employees to remain available during the meeting to enable the employer's operation to continue.
- 41.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any employee for a period greater than two hours in respect of any meeting.
- 41.5 Only employees who actually attend a stop work meeting shall be entitled to pay in respect of that meeting and to that end the NZRDA shall supply the employer at their request with a list of employees who attended and shall advise the employer of the time the meeting finished.

#### **42.0 ACCESS BY REPRESENTATIVE**

The secretary or other authorised officer of the New Zealand Resident Doctors Association shall be entitled to enter at all reasonable times upon the premises or works for the purpose of interviewing any workers or enforcing this agreement, including access to wages and time records, but not so as to interfere unreasonably with the

employer's business.

The employer shall provide to NZRDA a list of the names and run allocation of employees covered by the coverage clause of this agreement, when requested by NZRDA but no more frequently than every three months.

#### **43.0 PROTECTION IN THE EVENT OF CONTRACTING OUT, TRANSFERENCE OR SALE OF PART OR ALL OF THE BUSINESS OF THE EMPLOYER.**

- 43.1 In the event that the position of an employee who is covered by this Agreement (“an affected RMO”) should become superfluous to the needs of the employer because of contracting out, transfer or sale of the business or part of the business of the employer:
- 43.2 If the party to whom the business or part thereof is transferred, sold, or contracted out (for the purposes of this clause 43.0, called “the transferee”) is to take over the employment of affected RMOs, the employer shall ensure that the transferee is contractually obliged to take over the employment of the affected RMOs subject to their existing contracts of employment in all respects including the terms and conditions of this Agreement and on the basis that they will be deemed to have commenced employment with the transferee at the time that they commenced employment with the employer.
- 43.3 If the transferee is not to take over the employment of affected RMOs, the employer shall not complete the transfer, sale, or contracting out of the business or part thereof without first settling with the NZRDA the terms and conditions of a redundancy agreement which shall apply to the affected RMOs.
- 43.4 The parties acknowledge that section 69M of the Employment Relations Act requires all collective agreements to contain provisions in relation to the protection of employees in the event of a restructuring as defined in the Act.

It is acknowledged that various provisions in the current collective (clause 7.2 and clauses 43.2 and following) and the statutory provisions as contained in clauses 19, 20 and 21 of the Code of good faith for public health sector will provide protection to employees in the event of a restructuring in accordance with section 69L(b) of the Act.

#### **44.0 DEDUCTION OF UNION FEES**

The employer shall deduct Union fees from the salaries of members of NZRDA when authorised in writing by employees. These fees shall be forwarded the NZRDA on a monthly basis together with a list of members to whom the fees apply.

#### **45.0 TERMINATION OF EMPLOYMENT**

- 45.1 Employees shall be given at least three months' notice of termination of employment and shall give three months' notice of resignation.
- 45.2 If an employee resigns part way through Run A, with the resignation to take effect in a

run subsequent to Run A (Run B), then Run B may be reallocated by the employer subject to the following:

- (a) the run to which the RMO is reallocated (Run C) shall offer no lesser remuneration and shall be an equivalent level to Run B e.g. SHO to SHO; and
- (b) the reallocation must only occur when the employer can offer the entire run to another RMO to benefit their training; and
- (c) the reallocation does not compromise the resigning RMO's New Zealand or Australasian vocational training pathway.

The rest of clause 45 will not be disrupted by this provision.

45.3 This period of notice may be varied by agreement between the employer and the employee. Where an RMO is taking up a registrar post this three month notice period need not apply in genuine circumstances.

45.4 During the term of this agreement the employer may summarily terminate the employee's employment for serious misconduct or if the employee is unable to discharge the duties of the position. Any such termination shall be in accordance with the employer's policies and procedures.

#### **46.0 TERM OF COLLECTIVE AGREEMENT**

The term of this collective agreement shall be from 1 April 2019 to 31 March 2021.

## Schedule One: DHB Specific Provisions

Note: where there is an inconsistency between the provisions contained within this Schedule and the main body of the collective agreement, the provisions of this Schedule shall prevail.

**The following provisions apply to Auckland Healthcare, Counties Manukau and Waitemata DHBs only:**

1. The existing "Leave Relievers Protocol" and Leave Management System shall apply.
2. Only Registered Medical Practitioners shall be employed on RMO rosters
3. In addition to clause 6.1, the proposed allocation shall prioritise preference of runs to current permanent employees.
4. Where a run becomes vacant and another currently permanently employed RMO has indicated a desire to undertake that run in preference to the run they are already on, a run swap into the preferred run shall be facilitated as soon as possible but within one month.

The parties acknowledge that this may create pressures on service delivery of the Department that the RMO is swapping out of. The RDA and the DHB will work together in order to address issues arising from the swap.

**The following provisions apply to Waikato only**

1. An RMO employed in accident and emergency departments shall have no less than 3 weekends in 5 off duty.

**The following provisions apply to Bay of Plenty only**

1. RMOs employed in A&E shall be paid a minimum category C.
2. No RMO can be required to work more than 1 weekend in 3 except that RMO's employed in accident and emergency departments and where shifts have been agreed shall have no less than 2 weekends in 5 off duty.
3. RMOs who provide cross cover shall be paid at the additional duties rate.
4. The employer shall pay the employee additional duties rates instead of normal salary for all hours worked on a statutory holiday. The employee shall give no less than 7 days notice of taking time off "in lieu".
5. RMOs employed in accident and emergency departments and where shifts have been agreed shall have no more than three shift start times on any roster unless agreed otherwise between the parties and no more than seven consecutive shifts without three clear days rostered off duty between shifts.

**The following provisions apply to Nelson Marlborough only**

1. No RMO can be rostered to work more than 1 weekend in 3.
2. Cross Cover shall be paid at \$33/hour for house surgeons and \$44 for SHOs and Registrars.

### **The following provisions apply to Lakes only**

1. No RMO shall be rostered to work more than one weekend in three unless varied to the contrary as follows:
  - a. On the general medical or surgical registrar roster, no RMO shall be rostered to work more than two weekends in five.
  - b. On the O&G/Paediatric roster, no RMO shall be rostered to work more than three weekends in eight.
  - c. On the Emergency Department roster, no RMO shall be rostered to work more than three weekends in five.

### **The following provisions apply to Southern (Invercargill Hospital-based runs) only**

1. Employees shall not be required to work more than one weekend in three.

### **The following provisions apply to Taranaki only**

1. No employee shall be required to work more than 1:3 weekends.

### **The following provisions apply to Whanganui only**

1. When the employee works on a public holiday as part of the normal roster he/she shall be paid the additional duties rate for all hours worked and shall in addition be granted a day in lieu at a later day convenient to the employer.
2. Except in an emergency situation, no RMO can be required to work more than 1 weekend in 3.

### **The following provisions apply to Tairāwhiti only**

1. Employees shall not be rostered to work more than 1 in 3 weekends.
2. Note: Clause 14 of the expired Tairāwhiti collective does not, in the view of the DHB, require any payment of additional duties unless additional hours are worked. On that basis the cross cover payment in the main document is applicable.
3. When the employee is required to work on a public holiday as part of the normal roster he/she shall be paid the additional duties rate for all hours worked.

### **The following provisions apply to MidCentral only**

1. No employee shall be required to work more than 1:3 weekends.
2. Public Holidays – When the employee is required to work on a Public Holiday as part of the normal roster, including when they are required to be on call, he/she shall be granted additional duties for all hours worked (and minimum call back provisions).

### **The following provisions apply to Northland only**

RMOs providing cross cover shall be paid \$200 per day in addition to all other remuneration except where the RMO complement is complete and no less than 5 relievers are employed, cross cover shall not be paid for the first 3 days of each individual RMOs sick leave or bereavement leave or unexpected annual leave.

## **Schedule Two: LEAVE MANAGEMENT SYSTEM**

### **System Strategy**

- 1.0 The responsibility to arrange cover for RMOs on leave lies with the employer. It is not the responsibility of individual employees to find cover for their own leave. The employer will take all reasonable steps to ensure sufficient cover is available to permit RMOs to take leave.
- 2.0 Rosters shall not be rewritten unless there is a permanent change on the numbers of RMOs on the roster.

### **3.0 Leave Areas – RMO MECA Outline of Entitlements**

- Annual Leave
- Medical Education Leave – Conference Leave/Study Leave
- Sick Leave
- Days in lieu of Public Holidays
- Parental Leave
- Bereavement/Tangihanga Leave
- Jury Service Leave
- Special Leave
- EREL
- Cover for RMOs on night duty
- Unpaid leave
- Shift leave
- Representatives leave
- Military leave

### **4.0 Planned vs Unplanned Leave**

#### **4.1 Planned Leave**

Planned leave relief includes night relief, annual, medical education, days in lieu, parental, jury, EREL, planned special leave and long term and elective sick leave. Long term planned leave relief may also be covered by employment of staff on fixed term agreements. Relievers must not be used to supplement staffing levels required to meet service demand.

1. A planned leave reliever covers the roster of an absent RMO. A minimum of 14 days notice of the RMO's roster must be given except that where a planned leave reliever is not allocated to cover planned leave they can be allocated to cover an unexpected absence of an RMO during the ordinary hours. Clause 4 and 5 of the short notice leave relievers provision below shall apply in these circumstances.

2. Generally one leave reliever will be required for each 7 HOs/SHOs employed. Generally one leave reliever will be required for each 5.5 Registrars employed. In addition where an RMO is on a night shift, a reliever must be provided to cover that RMO's rostered day duties and any additional relievers for RDOs due to the implementation of schedule 10: safer rosters.
3. Priority must be given to keeping planned leave relievers on consistent specialties, wards and teams as much as possible. For example keeping a medical RMO on medical cover, or where a period of night cover is followed by annual leave cover keeping the same RMO on the same team or ward.
  - (a) Discipline preference: Where possible house surgeons and SHOs preference for surgical or medical specialty will be respected. Where an RMO specifies a preference, e.g. Medical or surgical cover, that they should have priority to cover in these areas.
  - (b) Team continuity: An individual reliever should remain with the one team or ward as much as possible.
  - (c) RMOs can only be allocated to cover runs that are within their scope of practice.
4. Limits on hours apply to relievers.
5. Relievers must have the skills to provide cover for the RMOs they are relieving. A SHO reliever may have the skills to cover both House Surgeon and SHO duties and may also act up as a Registrar. Registrar relief must be provided by those with the skills and experience in the specific discipline.
6. Availability for adult cover must be separated from that for paediatric or O&G cover unless agreed by the RMO concerned.
7. Where RMOs employed as relievers are pooled (as per clause 8.1.3), they shall be paid an 'A' category, or 2 categories above (whichever is greater).

#### 4.2 Short Notice

Short notice relief is an option the DHBs may want to consider. In circumstances where the DHB chooses to include this component into the relief schedules and or rosters the system outlined below is to be adopted. If short notice relief is not provided for, the current contractual provisions provides that cover for leave can be provided by the payment of additional duties, cross cover, locum payments, closing services and cancelling clinics.

1. Short notice leave relievers are allocated in one of two ways.
  - (a) **Relief Pool** - Short notice relievers are added to the relief pool and each member of the relief pool is allocated to short notice relief for periods of time. House surgeon and Medical registrars are examples where this method of short notice relief are likely to be appropriate.
  - (b) **On a Run** - Each of the RMOs on a run or group of runs each takes a turn at short notice relief. During this period the RMO is identified as the short notice reliever and the provisions relating to short notice relief apply to them. An additional reliever must be supplied to the relief pool to provide cover for the RMO on short notice relief (much as night relievers do).
2. All RMOs providing short notice relief must have at least 6 weeks notice of any weeks so allocated to them.



3. Short notice relievers are for absent RMOs as a result of sickness, bereavement, other short notice leave requirements.
4. Notification to the SNR of whether relief is required and where the RMO will relieve must be given by 0900 hours each day Monday to Friday. If not notified the RMO will hold themselves available to relieve during the day should someone fall suddenly ill, until 1600 hours.
5. RMOs will be supplied with cell phone and if called after 0900 hours will have 2 hours to report to duty.
6. If required for a night shift, the RMO must be notified no later than 1400 hours.
7. If, having performed a night duty, the RMO is not contacted prior to 0900 hours to confirm they are **not** required the following night, the RMO will assume they are working the next night and prepare accordingly.
8. Having completed night duty(s) the RMOs shall be provided with as many sleep days off as consecutive nights worked up to a maximum of 3 days off.
9. Short notice relievers cannot be asked to work more than one period of duty in any 24-hour period.
10. Short notice relievers cannot be asked to work more than 2 long days (i.e. Periods of duty in excess of ten hours excluding night duties) in any seven-day period. Except that if the total number of hours does not exceed 72 in any seven day period, a third long day may be requested, however the third long day may not be in a consecutive 24 period with any other long day or night duty. This exception is to cater for the eventuality where the RMO has not been required to work at all some day(s) during their 7-day period on SNR.
11. No RMO can perform more than 7 days on short notice relief in any one period and this seven-day period shall commence on a Saturday. Periods of SNR shall be rostered no more frequently than once in six weeks if from a relief pool 1(a) above and no more frequently than once a quarter if from a pool as per clause 1(b) above.
12. If a short notice reliever is not notified by 1400 hours of relief required on a Saturday, Sunday or public holiday, they shall not be required at all that day.
13. Salary: For the period the employee provides short notice relief, they shall be paid a D category salary with additional duties for the hours outside the ordinary hours.
14. Priority for cover provided by short notice relievers shall be as follows:
  - Night cover
  - Acute take and Long Days
  - Specialty:       Medical  
                          General Surgical  
                          Orthopaedic.

## 5.0 Support Package

The parties will support the implementation of the leave system through a leave management guide for RMOs and allocation of resource to assist RMO units and HR teams where necessary.

Part of the package will include support for the drafting of a leave management strategy that should be adopted by DHBs and integrated into existing leave management structures to ensure that RMOs are given an adequate opportunity to take annual leave each year in compliance with the Holidays Act 2003. DHBs should be aware that the Act states that an employee must be given an opportunity to take at least 2 weeks of uninterrupted leave, should they apply for it. Good leave management will allow the DHB to ensure that its leave costs are minimised.

## Schedule Three

### Protected Training Time

DHB	Protected Training Time – Weekly
Northland	2 hours for House Surgeons 4 hours for other RMOs
Waitemata	2 hours for House Surgeons 4 hours for other RMOs
Auckland	2 hours for House Surgeons 4 hours for other RMOs
Counties Manukau	2 hours for House Surgeons 4 hours for other RMOs
Waikato	3 hours for House Surgeons 4 hours for other RMOs
BOP - Tauranga	4 hours
BOP - Whakatane	2 hours for House Surgeons 4 hours for other RMOs
Lakes	4 hours
Taranaki	3 hours for House Surgeons 4 hours for other RMOs
Whanganui	4 hours
Hawkes Bay	3 hours for House Surgeons 4 hours for other RMOs
MidCentral	3 hours for House Surgeons 4 hours for other RMOs
Wairarapa	4 hours
Hutt Valley	4 hours
Capital and Coast	4 hours
Nelson Marlborough	4 hours
Canterbury	2 hours for House Surgeons 4 hours for other RMOs
South Canterbury	2 hours for House Surgeons 4 hours for other RMOs
West Coast	2 hours for House Surgeons 4 hours for other RMOs
Southern	2 hours for House Surgeons 4 hours for other RMOs

## **Schedule Four**

### **ED/Intensive Care Unit Protocols**

The parties may investigate the introduction of the following rostering protocols for ED's and ICU's. Where the parties elect to adopt the protocols below, or any other changes, these provisions shall take precedence over the provisions in clause 13.2 and Schedule One, in the event of any inconsistency.

#### **In ED's**

- a) On duty hours shall not exceed an average of 50 per week over a four week period and no more than 60 hours worked in any seven days.
- b) No more than 5 consecutive days shall be worked in a row, except that in the case of night shifts there shall be no more than 4 consecutive shifts in a row.
- c) Employees shall have 2 consecutive days off in every seven days.
- d) No employee shall be required to work for a continuous period exceeding 10 hours inclusive of meal breaks.
- e) Employees shall receive a minimum break of 11 hours between periods on duty (replacing clause 13.6.1).
- f) Employees shall, after working a period of consecutive night shifts, have a period free of duty comprising the balance of the calendar day upon which they ceased the last night duty plus a further 2 calendar days.
- g) Employees shall have an average of 50% of weekends off duty over any two month period provided that no more than 3 weekends may be rostered in a row (replacing Clause 13.4.1).
- h) These protocols may be amended by agreement between the RDA and the affected DHB.

#### **In ICU's**

- a) The average on duty hours shall not exceed an average of 50 per week over a four week period and no more than 60 hours worked in any seven days.
- b) No more than 5 consecutive days shall be worked in worked in a row, except that in the case of night shifts there shall be no more than 4 consecutive shifts in a row.
- c) 2 consecutive days off in every seven days.
- d) Employees shall receive a minimum break of 10 hours between periods on duty (replacing 13.6.1).
- e) Employees shall, after working a period of consecutive night shifts, have a period free of duty comprising the balance of the day upon which they ceased the last night duty plus a further 2 calendar days.
- f) Employees shall have an average of 50% of weekends off duty over any two month period provided that no more than 3 weekends may be rostered in a row (replacing Clause 13.4.1).
- g) These protocols may be amended by agreement between the RDA and the affected DHB.

#### **When undertaking transport duties**

- a) The escorting of patients is voluntary.
- b) Employees shall be rostered on-call for transport duty for no longer than 12 hours. There shall be a minimum break of ten hours between periods on-call and in the event a transport is in operation beyond the 12 hours on call, the 10 hour break shall commence at the conclusion of the call back.

- c) All RMOs undertaking patient transports shall have appropriate training, orientation and support both technically and with support staff.

### **Implementation**

- a) Implementation will occur on a DHB by DHB basis.
- b) Cost neutrality must be established and agreed before the rules are implemented in each DHB. In the absence of cost neutrality a DHB may still opt to introduce the protocols.
- c) It is accepted that current compliance costs in each DHB are to be offset against the cost of the new protocols in establishing cost neutrality. The cost of the increase to a minimum 'C' category salary shall not be included as this is considered part of the 2004 settlement and costed therein.
- d) Once cost neutrality has been established implementation is dependant upon the parties accepting the protocols are workable. For the purpose of this clause and from the DHB's perspective, 'workable' means the absence of any 'significant clinical impediment' to their implementation.
- e) Where the RMO's dispute a DHB's decision that there is a 'significant clinical impediment' to implementing the protocols their objection shall be tested through a clinical group comprising equal RMO and SMO (one of whom will be external to the DHB) representation who will make a recommendation to the CEO. The CEO will make a final decision on the matter, but before doing so will consult with the RDA.
- f)
  - i) DHB's are to identify current compliance costs no later than 24 December 2004.
  - ii) DHB's are to identify the cost of introducing the new protocols no later than 28 February 2005.
  - iii) The process is to be completed prior to 30 June 2005.

# Schedule Five

## National Resident Doctors Engagement Group

### Terms of Reference

#### Introduction

The National Resident Doctors Engagement Group (NREG) has been established by the 20 DHB's and NZRDA to further cement and support the parties' relationship. The NREG has been established by the parties to provide a coordinating and oversight role for national co-operative activity, including support of Local Resident Doctor Engagement Groups (LREGs).

#### Purpose

The purpose of the NREG is to have oversight of the developing relationship between the 20 DHB's and NZRDA including:

- Supporting local engagement structures
- Engaging constructively around change management processes
- Providing for dispute and problem resolution
- Acting as a forum to enable external stakeholders to engage with both parties collectively

#### Principles

The NREG will observe the following principles or aims:

- Support the provision of high quality and safe health care to the patients and communities they serve in an efficient and effective manner.
- Support the availability and retention of an appropriately trained and educated RMO workforce both now, and in the future.
- Promote the provision of a safe, healthy and supportive work environment.
- Recognise the environmental and fiscal pressures which impinge upon the parties and work practices.
- Endeavour to improve the relationship, decision making and cooperation between the parties.
- Recognise that differences will arise and work constructively to overcome those differences.
- Work to develop a high trust, constructive working relationship in the NREG.
- Acknowledge service and training requirements should be appropriately configured to meet the training needs of the medical workforce without compromising the delivery of quality and safe patient care.
- Acknowledge and support the collegiality, mentoring, and educational and clinical supervision inherent in medical team structures.
- To the extent they are capable; ensure RMO workforce planning and rostering to meet patient and healthcare service requirements, while adhering to the health and safety requirements of a good employer
- Ensure that RMOs receive sufficient training opportunities, a reasonable work/life balance and that where possible their job satisfaction is enhanced.
- Support a relationship between the parties characterised by constructive engagement based on honesty, openness, respect and trust.
- Ensure communication is effective and timely
- Acknowledge each other's roles and obligations

## Functions

The NREG has the following functions:

- Facilitating the resolution of individual and collective NZRDA and DHB issues including MECA implementation, application and interpretation issues that have national relevance or implications.
- May develop proposals/projects for the improvement of workforce practices and planning involving DHB health workforces or receive such proposals from others, especially where such proposals/projects may contain improvements or enhancements which can be applied in more than one District Health Board.
- Facilitate health sector change management processes by providing advice and expertise as to the likely implications of any change.
- Support activities and development of LREGs.
- Agree processes for its own operations and circulate these as guidelines to any LREGs.
- Promote and provide regular communications to the sector as to the work of the NREG and LREGs.

## Membership

The parties shall decide their respective membership. The NREG should consist of:

- 1 DHB CEO
- 1 GM HR or equivalent designation
- 1 COO or equivalent designation
- 1 CMO or equivalent designation
- 1 RMO Unit Manager or equivalent designation
- NZRDA National Secretary
- NZRDA President
- 3 NZRDA representatives

The requirements as to quorum must be met before any business can be undertaken at any NREG meeting. NREG-related business may be undertaken outside of formal meetings and without the need to meet the quorum requirements, however, such business and the manner in which it is to be undertaken is to be agreed at a NREG meeting held pursuant to the operation of the NREG.

All RMO members of the NREG shall be granted special leave by their employer to attend the meetings of the NREG, and any other NREG-related business. This special leave shall be granted in addition to any other leave entitlements.

## Operation of the NREG

The Chair shall be determined by agreement of the NREG. The Chair shall be responsible for ensuring the setting of meetings, co-ordination of agendas, and the recording of minutes in accordance with the following.

### 1. Meetings

1.1 Meetings will be held quarterly with dates scheduled for the year ahead.

## **2. Decision Making**

- 2.1 Unless expressly provided elsewhere, every endeavour shall be made to achieve consensus in decision making except that failing consensus, decisions shall be made by majority vote. The minutes must reflect each party's reasoning and point of view.
- 2.2 Discussion on any proposal shall be broad and informal and constrained as to time by the guidance of the Chair rather than through procedural motions.

## **3. Observers and Experts**

- 3.1 Either party may invite other people to attend the NREG to speak to specific topics/projects. Such invitees shall have no decision making power.
- 3.2 Observers may only be present with the agreement of the parties.
- 3.3 Either party may invite experts by notifying the other party.

## **4. Minutes**

- 4.1 Minutes shall be prepared but in note form confirming agreements and actions and not a verbatim record of proceedings.
- 4.2 Statements of NREG individual members shall not be recorded as such without the express agreement of the individual concerned.
- 4.3 Minutes shall have no status until confirmed by the NREG, and may be amended before confirmation.
- 4.4 Confirmed minutes shall be available to the constituent members of the NREG for distribution to their respective constituencies, e.g. DHBs CEs, COOs, GMsHR and RMO Unit Managers, and NZRDA members.

## **5 Agendas**

- 5.1 Members shall advise the Chair of items to be included on the agenda not less than four weeks before the meeting. The agenda will be sent out to the members of the NREG two weeks before the meeting.
- 5.2 Items raised, which are not on the agenda shall be dealt with in accordance with the wishes of a majority of the attendees; however, this should not get in the way of addressing and seeking resolution of outstanding and particularly urgent issues.

## **6. Quorum**

- 6.1 The NREG can exercise no authority, power, or discretion, and no business of the Group can be transacted, at any meeting, unless the quorum is present at the meeting. A quorum requires at least as many NZRDA representatives as there are DHB representatives; and a minimum of four representatives of each party.

## **7. Mechanism for Resolving Differences**

- 7.1 We accept that differences are a natural occurrence and that a constructive approach to seeking solutions will be taken at all times. The object of this clause is to encourage the NREG to work cooperatively to resolve any differences and share in the responsibility for quality outcomes.
- 7.2 Assistance from an agreed third party to facilitate consensus may be sought if the NREG is unable to reach consensus.



7.3 Nothing in this Terms of Reference shall have the effect as to restrict either party's rights at law to access the Employment Relations Authority, Employment Court or any other legal remedy.

## **8. Communication**

8.1 The NREG will minute agreements to draft, approve and distribute any joint communication on behalf of the NREG.

### **Review**

These Terms of Reference will be reviewed by NREG 12 months after coming into place.

### **NEG Work Programme**

The parties have agreed to the following work programme for the National Resident Doctor Engagement Group (NREG). The NREG can add or delete items on the work stream by agreement between the parties:

#### **1. MECA Interpretation**

It is agreed that consistent interpretation and application of the national MECA is in the interests of both parties and their respective constituencies.

The parties acknowledge that there may be legitimate differences in interpretation and application of the clauses of the MECA given the often imprecise nature of industrial documents, and the inability of the parties to these documents to foresee all circumstances and situations that might arise in the course of an RMO's employment.

The NREG will sponsor a standing group on MECA interpretation comprising an agreed number of nominees. Each party will put forward its own nominees. This group will identify clauses in the current MECA that are subject of differing interpretation and application, will collate and review these differing interpretations, and endeavour to recommend a common agreed interpretation and application.

The group can also provide pro-active recommendations on anticipated issues.

NZRDA or a DHB can bring any clause to the Group for discussion.

Where a common interpretation and application is agreed by the Group, this will be provided to NREG for endorsement. NREG may agree to publish a joint interpretation guideline to DHBs and RMOs and/or recommend a variation to the current wording of the MECA clause to address any uncertainty. Any such variations shall be subject to the relevant MECA process (MECA clause 3.1).

#### **2. Best Practice Rostering**

The parties acknowledge the importance of rostering in enabling RMOs to manage their work/life balance interests and for DHBs to plan and manage the delivery of health services to the public.

The NREG will sponsor a project to develop an agreed set of national guidelines on best-practice rostering.

The guidelines will recognise the agreed entitlements and requirements around rostering and hours of work as specified in the MECA. The project may, however, recommend

areas for further consideration by the parties in terms of these entitlements and requirements.

Within the NEG work stream on better rostering practices, the parties are currently identifying those higher risk rosters that require RMOs to be up all night attending to acutely unwell patients when rostered to work seven consecutive night shifts (i.e. not those runs where the RMO is regularly able to sleep during the shift) or other night shift patterns that the RMOs identify as creating higher risk to the RMO and to patient safety as a consequence of RMO fatigue.

NEG is currently commissioning research to assist the parties in identifying appropriate risk mitigation strategies.

Individual DHBs will be provided with the research and made aware of those rosters NEG identified as higher risk rosters to review and, where appropriate, provide assistance to improve rostering practices and/or implement actions to mitigate/minimise/monitor the risks created by RMO fatigue. Such actions shall be implemented within the term of this collective agreement.

### **3. Run Description Template**

The parties acknowledge that developing a standard template for run descriptions could assist in providing greater consistency and certainty in the communication to RMOs of the expectations of runs.

The NREG will sponsor work on the development of a template for run descriptions for adoption nationally to provide a consistent format for run descriptions. This work will acknowledge current templates that DHBs are using, and the information requirements set out in clauses 10.1 to 10.9 of the MECA.

### **4. Sector View on RMO Training**

There is a need to explore a 'sector view' around developments in RMO training and the processes that support this through DHB employment.

The NREG will sponsor a workshop on RMO training to seek stakeholder views and facilitate discussion of the possible future directions of RMO training and how this might be best supported. From this discussion the NREG will seek to develop a shared DHB-NZRDA view.

### **5. Protected Training Time Guidelines**

The NREG will sponsor a project to develop an agreed set of national guidelines on protected training time for RMOs, recognising the agreed entitlements as specified in the MECA. The guidelines will include:

- Acknowledgement of the respective responsibilities of the DHB to train RMOs and for RMOs to participate in training activity;
- Confirmation of what activities constitute "training", within the current definition of the MECA and acknowledging the requirements of the Medical Council of New Zealand and the Vocational Colleges; and
- How PTT can be appropriately "protected" without compromising patient care

The intention being that the guidelines will be endorsed by NREG no later than 30 December 2012. LREGs will be responsible for reviewing local compliance and for putting in place a plan to address areas of non-compliance.

#### **6. RMO Training List(s)**

The NREG will sponsor a project to develop a national indicative RMO training list(s). On the basis there is agreement on the list, the NREG will develop a process to ensure the list(s) are maintained as a 'living document(s)', including a process for resolving disagreements around inclusion or exclusion of specific items.

#### **7. RMO support service best practice development**

The NREG will discuss and confirm the principles developed during the IBB process that will lead local initiatives to introduce and share RMO support service best practice.

8. The parties recognize that they share a common interest in having a sustainable, well functioning relief system that meets the needs of both the DHBs and RMOs. The parties agree that NREG will sponsor a review of the provisions relating to the use of relievers, including the Leave Management System set out in Schedule 2 of the MECA. The review will make recommendations on improvements to rules around the use of relief cover for planned and short-notice absences, including consideration of different options for different-sized DHBs and/or services.

The parties encourage steps to be taken at the individual DHB level to improve how relief runs maintain relationships within the team(s) and enhance their training opportunities.

#### **9. Transfer expenses**

The parties will pick up on the work done during bargaining for renewal of the 2012-13 MECA on transfer expenses and make best endeavours to progress this work. The aim of this work is to modernise the clauses and identify new clauses that will facilitate the pipeline work.

#### **10. Pipeline**

NREG shall progress the pipeline work as agreed during the bargaining for renewal of the 2012-13 MECA (refer to the terms of settlement). This includes considering any issues that may arise from the Medical Council of New Zealand's changes to the education and training framework for first and second year house officers.

# **Schedule Six**

## **Local Resident Doctor Engagement Group**

### **Terms of Reference**

#### **Introduction**

A DHB shall, except as otherwise agreed, establish a Local Resident Doctor Engagement Group (LREG), to consider matters of mutual interest.

#### **Purpose**

##### **Setting up the local LREG**

Any DHB setting up a LREG or replacing an existing committee with a LREG must develop agreed Terms of Reference with NZRDA including the membership of the local LREG before the LREG is formed, to ensure appropriate establishment of the committee.

Note: NZRDA is entitled to make its own nominations of local delegates to attend the LREG.

#### **Principles**

In addition to the NREG principles (Schedule 5) the LREG will adhere to the following principles:

- The parties will treat each other with mutual respect, recognising that there may be conflicting points of view. The parties will behave in a professional manner, all contributions should be valued and the parties should engage in active listening when another participant is speaking.
- The DHB participants will recognise NZRDA as the Resident Doctors' representative organisation, and the Resident Doctor participants may seek support from NZRDA at any time.
- It will be acknowledged that the NZRDA delegates are able to provide a collective view of Resident Doctors, and DHBs will facilitate NZRDA's role to train and support its delegates.
- The parties must recognise that any NZRDA MECA (Multi Employer Collective Agreement) cannot be varied by a LREG. This includes any provision in the MECA which provides for the variation of run descriptions or salary category.
- The local LREG will be a forum for developing high trust constructive working relationships between the parties.
- NZRDA delegates, staff and officials may attend any LREG meeting.

If a DHB already operates a local consultation committee with Resident Doctors then such committee shall be reconstituted as a LREG.

#### **Immediate Functions and focus of the LREG**

The immediate focus of the LREG is on:

- Physical facilities (including RMO rooms),
- Orientation;
- Engagement in local initiatives; and
- Activities as provided by NREG including:
  - o Best rostering practices; and
  - o RMO support services best practice principles

This LREG is not a forum for MECA application and interpretation issues that have national relevance or implications. These should go forward to the NREG.

Issues that either party consider have broader ramifications may be escalated to the NREG for discussion and/or to the DHB's own hierarchy as appropriate.

### **Membership**

The local LREG shall have as a minimum, an equal number of Resident Doctor and DHB management representatives, however as many Resident Doctors as wish to attend should be facilitated. Minimum representation from management will include:

- Executive Management Team (or equivalent) member
- RMO Unit manager (or equivalent position).

It is acknowledged that for a variety of reasons at any one time the NZRDA delegate structure at individual DHBs may not be sufficiently developed to support meaningful delegate participation. In such instances the DHB agrees to facilitate attendance at the LREG by an experienced delegate from another DHB subject to agreement of the employing DHB (which shall not be unreasonably withheld).

### **Operation of the Local LREG**

#### **1. Meetings**

- 1.1 Meetings will be held with sufficient regularity to meet the objective of prompt consideration and resolution of local issues, but in any event this shall be at least quarterly, with dates diarised for the year ahead.
- 1.2 Meetings shall be scheduled for time(s) that best enable the attendance of RMOs and the DHBs shall endeavour to facilitate the attendance of those RMOs who wish to do so.
- 1.3 No LREG meeting shall proceed unless there are at least as many Resident Doctor representatives in attendance as there are DHB representatives, and there must be at least one NZRDA delegate in attendance.

#### **2. Decision Making**

- 2.1 Any decisions of the LREG will be by consensus.
- 2.2 Where insufficient information is provided at the LREG the issue or proposal will be held over until the information is provided allowing the parties to reach consensus.
- 2.3 The LREG decision-making cannot usurp the contractual or legal rights of either party, including those rights in the MECA.

#### **3. Observers and Experts**

- 3.1 Either party may invite other people to attend the LREG to speak to specific topics/projects. Such invitees shall have no decision making power.
- 3.2 Observers may only be present with the agreement of the parties.
- 3.3 Either party may invite experts by notifying the other party.

#### **4. Minutes**

- 4.1 Minutes shall be prepared but in note form confirming agreements and actions and not a verbatim record of proceedings.

- 4.2 Statements of LREG individual members shall not be recorded as such without the express agreement of the individual concerned.
- 4.3 Minutes shall have no status until confirmed by the LREG and may be amended before confirmation.
- 4.4 Confirmed minutes shall be available to the constituent members of the LREG for distribution to their respective constituencies e.g. DHB CEs, COOs, RMO Unit Managers and GMs HR and to NZRDA members and interested parties unless otherwise agreed by the LREG.

## **5. Agendas**

- 5.1 Agendas for meetings which will be developed between the NZRDA delegate(s) and the DHB and the documentation to support any proposal to be considered at the meeting will be provided in writing to NZRDA and to the DHB two weeks in advance of the meeting.
- 5.2 The agreed agenda and proposal documentation can then be distributed to the meeting attendees one week before the meeting.
- 5.3 Adequate documentation and time to consider agenda items and supporting information must be provided as to any new proposal, sufficient to allow delegates and interested Resident Doctors to meet and discuss the proposal.

## **6. Quorum**

- 6.1 A quorum requires at least as many NZRDA representatives as DHB management representatives.

## **7. Training of LREG**

- 7.1 Partnership Resource Centre (PRC) training resources should be considered as part of the development of the LREG members constructive interest based problem solving skills development.

# Schedule Seven

## Best Practice Guidelines: Quality and Safety at Night

Whilst noting the MCNZ limit on provisional registrants performing night duties in the first 6 weeks of employment, the parties agree to adopt a quality and safety approach to first year participation on night shift rosters.

Night duties are a risk for the following reasons:

1. They usually represent isolated practice for the doctors on duty with little time to provide or receive supervision or collegial dialogue over individual patient care.
2. The most experienced doctors (senior registrars and SMOs) may not be immediately available, and the need to wake them for assistance is a natural barrier.
3. Fatigue is always a human factor when night shifts are being worked.
4. Patients being attended to have presented as or are inherently “very sick” and in need of immediate attention (that cannot / should not wait until the morning).
5. Minimum staffing levels of both doctors and other health practitioners are on duty; many staff are only available on call and not on site and not all functions of the hospital are active (e.g. limited radiology available).

This environment should be actively considered prior to seeking to place the least experienced of our doctors, our first year house officers on night duty. In doing so the following parameters must be assessed, and able to be audited against. Written documentation surrounding each parameter and the DHBs facilities and support should be readily available to review, and undergo reassessment in November when first years start work, and June ahead of the particularly busy and often pressured winter months, of each year.

What contributes to quality and safety at night?

- Experience
- Not working in isolation
- The right skills
- Physical alertness
- Support and supervision
- Only doing what needs to be done and not being loaded up with catch up work from the day
- Effective, documented and approachable escalation processes
- From the doctor on duty’s perspective;
- Not activated by the doctor;
- Clear protocols.

Experience

- The doctor should have sufficient experience to be able to perform the expected duties of someone working a night duty. They must be able to readily and accurately recognise and assess the sickest of patients in an environment where limited support and diagnostic assistance is available.
- A significant risk for the inexperienced is “not knowing what we don’t know”. DHBs need evidence to assure themselves that the doctor’s level of experience is sufficient to manage this.
- How long the doctor has worked in the hospital should be considered to ensure the doctor is familiar with protocols, procedures and systems.

The right skills.

- The doctor must be proficient at undertaking procedural skills that are reasonable required whilst on night shifts e.g. IV lines, catheters. In being proficient, the doctor must be able to

do the “hard procedures” given they are the people who ultimately will be called to undertake such.

#### Physical alertness.

- Both the supervisors as well as house officers should be rostered in a manner to support physical alertness whilst on nights. A fatigued doctor is a compounding risk to inexperience and business when working night shifts.

#### Supervision and support.

- Both sufficient support and supervision must be identified, documented, and readily available.
- Support – may come in the form of non-medical staff as well as medical staff from other teams such as ICU Registrars, senior or specialist nurses. To be effective these people must be aware that a first year is on duty and available to provide support to them. It must be accepted that this support is likely to be more than that normally provided (when the doctor on duty is not a first year).
- Supervision comes from members of the medical team directly responsible for the first year house officer on night shift. This includes SMOs in small provincial centres through to registrars in bigger hospitals and through them, SMOs. There must be sufficient nominated supervision available to actively and directly provide supervision to the first year house officer. This would normally take the form of individual patient review during the night shift. The workload of the nominated supervisor must formally include time for these activities.
- SMO is responsible for knowing the capability and capacity of RMOs they are ultimately supervising.
- There can be no absence from the normal complement overnight.

#### Not working in isolation.

- The entire team including senior nurses and registrars must be available (and workload allow) to actively check on and support the house officer.

#### Only doing what needs to be done.

- Night duties are to be kept to only doing what needs to be done; essentially acute work. It is not a time for discharge summaries, organising CT scans, re-charting drug charts etc.
- Active management of evening work should be undertaken to ensure as much as possible is done before night shift takes over. Handover must be effective and supported.

#### Effective documented and approachable escalation processes.

- There should be an identified competency set for the resident doctors on nights, both first years and those supervising.
- Intern supervisors should “sign off” both the first year and the night shift as suitable.
- Protocols should be clearly documented, readily available to the doctors and monitored for effectiveness.
- Escalation processes must also be clearly documented. They must be both effective and approachable from the resident doctor’s perspective and able to be activated by practitioners other than the doctor.
- Timely orientation (3 nights recommended) in a supernumerary position should be provided to acclimatise and familiarise the first year to their first night shift work.



# Schedule Eight

## Best Practice Guidelines:

### Training and changed patterns of work

Protecting and enhancing the training environment for RMOs when patterns of work or hours of work change

#### Introduction

RMOs are a critical component of the patient care team especially at times traditionally considered out of normal hours, but they are also employed to be trained as the future hospital and general practice specialist workforce. Where it proves necessary to move the hours of work of RMOs there is a risk that they may lose opportunities to take part in activities that contribute to their training. These may be specific training activities or the learning that happens as part of the process of care that occurs less out of normal hours.

#### Training and learning activities

##### 1. Training in the process of providing patient care

There are a range of normal activities involved in patient care that are part of an RMOs clinical responsibilities and which also support the development of RMOs. Participating in these and with the SMOs and other health professionals is an important part of learning. Moving to more out of hours work also carries the risk of detaching the RMO from regular contact with the SMOs in particular.

Examples of such activities include:

- Ward Rounds
- MDT cancer meetings
- Interdisciplinary meetings
- Family meetings
- Grand rounds
- Quality improvement events - eg Mortality & Morbidity review
- Radiology and Histology review meetings
- Theatre and procedural intervention sessions
- Learning from the total patient journey (continuity)
- and other clinical processes which are limited to largely within the 8am to 4pm weekdays

**NB:** For clarity, this category has a different meaning to the phrase “directly derived from clinical work” used in clause 26.1.

##### 2. Formal teaching and learning events

DHBs and services within them have a range of activities specific to learning and development. These would almost always occur during office hours and may therefore be less available to RMOs where roster changes see RMOs working less during ordinary hours:

Examples include:

- Scheduled teaching sessions
- Simulation
- Procedural training
- Journal club similar presentations

##### 3. New training opportunities created by changing practice such as acute service provision out of hours

Where roster changes create a new working experience, for example acute service provision with increased direct SMO participation there may be new training

opportunities. These may not be fully realised without specific consideration and planning.

#### **4. Process**

##### **Purpose:**

To ameliorate the effect of RMO roster changes, which may increase the proportion of out of hours work or create more days off during the week.

##### **Training schedule:**

Each service should have an established outline of the training programme for their RMO roles. This should include all the formal learning and teaching events, but also a description of the scenarios where there are learning opportunities.

The training schedule should be regularly reviewed noting that services change their activity pattern regularly. The training guidelines should be considered when undertaking run reviews (or a run change) to ensure that the effects on training are understood, accounted for and new opportunities realised.

##### **Process:**

Where a roster changes to a state where there is a reduction in ordinary hours worked then the impact on training should be assessed. This process should review the previously established training opportunity for each RMO role against the new roster.

##### **Procedure:**

Where training opportunities are lost, for example lessened access to scheduled theatre sessions, clinics, MDT meetings, etc. then solutions should be pursued which ensure that the opportunity lost in that training activity is replaced elsewhere unless the residual time is assessed as being sufficient for training – taking advice and input from RMOs, SMOs and the supervisor of training.

The new pattern of working should be considered to seek new training opportunities in out of hours work. These may arise for example where SMOs are taking a more direct role in acute care and can train as part of providing acute care.

This process should be documented as a revised training schedule for each RMO role.

## **Schedule Nine – Part A**

### **Change Management – Over Arching Principles**

1. Recognise that both RMOs and DHBs want change.
2. That change management will be most effective if there is a high-trust, constructive relationship at a national and local level.
3. There should be effective, honest and timely communication, in the spirit of “with us” not “to us” and communications to Resident Doctors should be flagged as being changes that affect them. Early engagement with the Resident Doctors and the RDA is key to this. Practically this would require an initial conversation with NZRDA officials to explain the change and drivers for the change and any sensitivities.
4. DHBs recognise NZRDA as representing Resident Doctors, and respect the doctors’ right to involve the NZRDA, as they see fit. NZRDA may involve their local delegates.
5. There is a need to develop a safe environment for engagement at a local level.
6. NZRDA will be able to advise as to what factors will be needed to ensure this, as each change management situation will be different in terms of how safe the Resident Doctors feel to engage.
7. Make local meetings accessible to as many of the affected Resident Doctors who wish to attend by ensuring meetings are appropriately scheduled.
8. Every effort should be made to ensure that the change is welcomed including starting from a “why” and fully explaining the opportunity that presents itself.
9. If an alternate solution, an amendment to the original proposal, or a proposition which makes the proposal more attractive is raised, then those must be genuinely considered (following the “with us” not “to us” principle).
10. Speedy, quality resolution of issues.
11. Timely implementation of agreements reached.

## **Schedule Nine – Part B**

### **Change Management – Specific Process**

(applicable to changes to clauses 6.6, 13.4.3, 13.4.4, 13.6.1 and Schedule 10)

1. If a DHB identifies a potential change for which this Change Management Process applies it shall engage with the NZRDA to discuss and formulate a proposal document (the Proposal). The steps for this engagement include:
  - The DHB will summarise the proposed change and provide a draft proposal for the NZRDA to comment on.
  - The Proposal shall include the drivers for the change and address any potential impact (positive or negative) on wellbeing, education and training, continuity of patient care and impact on the medical team.
  - NZRDA can provide feedback in writing or in a meeting if this is preferred by both parties. This feedback must be submitted to the DHB within three weeks of the draft proposal being presented to the NZRDA.
  - If NZRDA provide feedback the DHB will incorporate this into the Proposal either as an amendment or an addendum setting out the NZRDA position.
  - If NZRDA fail to provide feedback within the three weeks, then the DHB can finalise the proposal without that feedback.
2. The Proposal shall be in writing, it shall clearly articulate the reasons for the proposed change, and include the relevant information behind the proposed change. Ideally NZRDA and the DHB will agree on the Proposal, however where different points of view or perceptions arise, both shall be included.

3. The DHB shall send the Proposal to all affected RMOs. Affected RMOs are those whom the proposed change will affect at the time that it is implemented.
4. If the NZRDA request it, the DHB will facilitate an opportunity for the NZRDA to meet with the affected RMOs within two weeks of the Proposal being presented.
5. No earlier than two weeks after the Proposal has been provided to all affected RMOs and no later than four weeks after it has been provided, a group consultation meeting will be held between the DHB, NZRDA and affected RMOs. This meeting shall be scheduled at a time that allows the most affected RMOs to attend and the DHB undertakes to coordinate the meeting in line with affected RMO work commitments to enable this to occur. The group consultation meeting shall include:
  - An opportunity for the DHB to present its position on the Proposal and address any concerns already raised by the NZRDA.
  - An opportunity for the NZRDA or any affected RMO to respond to the DHB presentation and/or raise further concerns.
  - A further opportunity for the DHB to respond to concerns raised.
6. If, as a result of the consultation meeting an alternate solution or an amendment to the Proposal is raised, this must be considered by the DHB and may lead to the DHB changing the Proposal (following the “with us” not “to us” principle). If a substantive change is made to the Proposal then the amended Proposal shall be delivered to all affected RMOs and the group consultation meeting set out above shall be repeated in respect of the amended Proposal, provided this will not be necessary where the amendment has been requested by the affected RMOs or NZRDA.
7. Once the consultation meeting(s) is/are complete and no further amendments are to be made to the Proposal, then the affected RMOs will vote on the Proposal. The vote shall be conducted as follows:
  - Only affected RMOs may vote
  - The period for voting shall be clearly set out and once the period is closed no further votes can be submitted.
  - Voting will be conducted on-line and shall be anonymous. If on-line voting is not practicable and the affected RMOs accept that some other form of voting is appropriate, then an alternative method of voting can be used
  - Voting will include an opportunity for affected RMOs to provide further information regarding the Proposal if they wish.
8. Change will only proceed if 2/3rds of the affected RMOs who participate in the vote, vote in favour of the Proposal, provided that if the number of affected RMOs who participate in the vote is 20 or less, the threshold will be adjusted as follows:

Number of RMOs voting	Threshold required to agree
1 to 2	Unanimous
3	2
4 to 5	3
6	4
7 to 8	5
9	6
10 to 11	7
12	8
13 to 14	9
15	10
16 to 17	11
18	12
19 to 20	13

For the avoidance of doubt, the change management process set out in Part B of this Schedule will apply to proposed changes to clauses 6.6, 13.4.3, 13.4.4 ,13.6.1 and Schedule Ten.

In any other case the Overarching Principles will apply and the changes may be agreed in accordance with clause 10.12

## Schedule Ten Safer Rosters

Note: where there is an inconsistency between the rostering provisions contained within this Schedule and the main body of the collective agreement, the provisions of this Schedule shall prevail.

The parties are seeking to improve rosters for those resident doctors on duty covering services 24/7, as a result of the fatigue and subsequent consequences to the doctor's health and safety and through them their patients. The two critical areas of concern are the current rostering practices of:

- 12 consecutive days, and
- 7 consecutive night shifts.

As a result there shall be no more than 10 consecutive days worked or 4 consecutive night shifts worked by employees on the rosters listed in this Schedule. All new rosters must ensure these two parameters are complied with.

In considering what change should look like, the following parameters have been taken into account:

- The number of days in a row, and over a fortnight, resident doctors should reasonably be expected to work, and conversely that the doctors will have off duty; and
- That sufficient off duty time be provided so as to be meaningful and recuperative; and
- The most efficient patterns of rostering for both the doctors on duty and the relievers covering during off duty time, with respect to service delivery and maintenance of team structures; and
- Minimum training requirements<sup>(1)</sup> must not be compromised or risk the pipeline of SMO/GP production; and
- Disruption to service delivery as a result of a new roster developed under these parameters shall only be assessed after the additional staffing required to cover as a result of RDOs has been identified.

Rosters shall be developed and implemented as additional staff required to staff the rosters are employed or deployed.

The DHBs will take urgent steps to appoint the number of additional staff required to implement rosters. Given the increasing output from NZ medical schools and the provisions of clause 5.4, temporary employment agreements can be used for this purpose for non NZ Medical School graduates.

### Principles around change

The parties agree that any change that can be agreed between RMOs and the DHBs as set out in this Schedule Ten will be managed through the change management process at Part B of Schedule Nine.

### Escalation

The principle is that the resolution of any disagreement around a proposed change should be resolved as close to the affected service as possible and as quickly as possible.

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<sup>1</sup> The parties are also advised to consider schedule 8 of the MECA with respect to implications for training.

If agreement cannot be reached through the change management process, the DHB and the RMOs affected may agree to trial a 'best fit' change proposal for a defined period where this is practicable. If a trial is not agreed, then the proposal shall be escalated to appropriate DHB senior management and the NZRDA for further discussion and engagement. If this cannot resolve the outstanding issue(s), then the parties will seek mediation assistance, having regard to:

- the impact of the change on the quality and safety of patient services;
- issues and concerns raised by RMOs through the consultation process, including any alternate change proposals;
- the impact of the proposed change on RMOs' work-life balance opportunities, including the extent of out-of-hours requirements;
- advice on the impact of the change, if any, on RMO training opportunities and having applied schedule 8.

Unless otherwise agreed, the change management process (including any trial or any use of the escalation process) shall be completed within 6 months.

#### **Limits on Consecutive Night Shifts and Minimum Recovery Time:**

No more than 4 consecutive night duties comprising no longer than 10 hours shall be rostered.

Except as provided below, following 3 or more consecutive rostered night duties, a minimum break comprising the balance of the calendar day upon which the employee ceased the last night duty plus a further 2 calendar days must be provided.

A minimum break comprising the balance of the calendar day upon which the employee ceased the last night duty plus at least a further 1 calendar days must be provided:

- After 3 consecutive nights, where the service and affected RMOs agree through the process in Part B of Schedule Nine, that there are sufficient mitigations to address any fatigue risks associated with night shifts (refer to the agreed "Best Practice Guidelines: Recovery after a period on nights schedule 11").
- Following less than 3 consecutive night duties.

Notwithstanding the above, where 5 consecutive night shifts are operating as at date of ratification of this MECA, or are subsequently agreed by the affected RMOs, through the process in Part B of Schedule Nine, they may be rostered but only where these night shifts provide for rest and sleep during the shift to adequately reduce fatigue (refer to the agreed "Best practice guidelines: Recovery after a period on nights"). A minimum break comprising the balance of the calendar day upon which the employee ceased the last night duty plus a further 2 calendar days must be provided immediately following any such period of night duties.

#### **Limit of Consecutive days worked:**

No employee shall be required to work more than 10 consecutive days.

Unless otherwise agreed by the affected RMOs, through the process in Part B of Schedule Nine, for each weekend day worked, the RMO shall have a rostered weekday RDO in that fortnight as follows:

- If there is one RDO i.e. one weekend day worked, that RDO shall be attached to a day not rostered to work

- If there are two RDOs i.e. two weekend days worked, preferably the RDOs shall be attached to an unworked day but if that is not reasonable or practicable, two consecutive RDOs may fall during the week.

Consecutive weekends may be worked as follows:

- 2 weekends can be rostered to work in a row but no more than once every six consecutive weeks (5 by agreement between the service and the affected RMOs through the process in Part B of Schedule Nine). The remaining 4 (3) weekends must be completely free from duties;
- Where the DHB has a 1:3 weekend provision contained in schedule 1, 2 weekends can be rostered to work in a row but no more than once every nine consecutive weeks (8 by agreement between the service and the affected RMOs through the process in Part B of Schedule Nine). The remaining 7 (6) weekends must be completely free from duties.

Night shifts undertaken over the weekend shall not generate an entitlement to an RDO under this clause. Night shifts are covered by the minimum recovery time provision in this schedule.

Where an RMO does not work their rostered weekend duty, the service and the RMO can agree to the RMO working a normal duty on the day(s) that was provided as a rostered day off (RDO).

No deduction shall be made and the duty is not treated as an additional duty for the purpose of payment unless agreed otherwise by the DHB and the RMO.

### **Alternative Rostering Options**

Notwithstanding the provisions of Schedule Ten, RMOs falling within the “defined group” specified below may agree alternative rostering arrangements, through the process in Part B of Schedule Nine. Such alternative rosters shall be implemented when recruitment allows it.

The alternative rostering arrangements must as a minimum:

- Meet the standard requirements in the body of the MECA, including minimum breaks;
- Ensure fatigue risks associated with the new roster arrangements are eliminated or if that is not possible minimised;
- There is a reasonable expectation that the DHB will be capable of fully staffing such roster including relievers with only the minimal use of cross cover, additional duties, etc;
- Ensure sufficient mitigations are in place to support RMOs safety, wellbeing and delivery of care.

The “defined group” of RMOs for the purposes of this clause, are:

- All Surgical Registrars
- Cardiology Registrars
- Gastroenterology Registrars
- Respiratory Registrars
- All other RMOs whose rostered duties do not exceed:
  - 4 nights in a 3 month run; or
  - 8 nights in a 6 month run,

And either

- a 1:4 weekend ratio averaged over the duration of the run; or
- a maximum of 20 hours rostered per weekend



Where an alternative roster is agreed which includes a rostered day off as a result of working a weekend, the deduction model provided for within this Schedule Ten will apply.

### Deduction for Rostered Days off in compensation for weekend days worked:

For each RDO Monday through Friday provided in compensation for a weekend day worked (but not the days provided under the minimum recovery time following night shifts), the following gross deduction from pay shall apply. For the sake of clarity, the day nights commence and the day after they finish are not deemed to be RDOs.

1 April 2019

Urban DHBs													
House Officers				Registrars									
Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
\$197.00	\$213.00	\$225.00	\$238.00	\$226.00	\$238.00	\$249.00	\$261.00	\$274.00	\$286.00	\$298.00	\$311.00	\$324.00	\$337.00

  

Non-Urban DHBs													
House Officers				Registrars									
Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
\$205.00	\$221.00	\$235.00	\$247.00	\$235.00	\$247.00	\$259.00	\$272.00	\$285.00	\$297.00	\$310.00	\$323.00	\$336.00	\$351.00

30 March 2020

Urban DHBs													
House Officers				Registrars									
Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
\$203.00	\$219.00	\$233.00	\$245.00	\$233.00	\$245.00	\$256.00	\$269.00	\$282.00	\$295.00	\$307.00	\$320.00	\$334.00	\$347.00

  

Non-Urban DHBs													
House Officers				Registrars									
Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
\$211.00	\$228.00	\$242.00	\$254.00	\$242.00	\$254.00	\$267.00	\$280.00	\$294.00	\$306.00	\$319.00	\$333.00	\$346.00	\$362.00

Northland	House Officer	Paediatrics
	Registrar	Paediatrics Medicine
Waitemata	House Officer	O&G (NSH)
		General Medicine include ADU (NSH)
		Medical Specialties (NSH)
		Orthopaedics (NSH)
		General surgical/Urology (NSH)
		General Medicine (Waitakere)
	Medical Specialties (Waitakere)	
	Registrar	General Medicine include ADU (NSH)
		Medical Specialties (NSH)
		General Surgery (NSH)
Orthopaedics (NSH)		
Auckland	House Officer	Paediatrics (Summer) (Waitakere)
		General Medicine (Waitakere)
		Medical Specialties (Waitakere)
		O&G (NSH)
		ORL/Neurology/Neurosurgery
		Orthopaedics/Urology
		General Surgery/Vascular Surgery

		Paediatrics		
		Cardiology/CTSU		
		General Medicine/OPH/Mental Health		
		Medical Specialties		
		O&G		
		Ophthalmology		
	Registrar	Neonates		
		Orthopaedics		
		General Surgery		
		Cardiology		
		Regional ORL		
		General Medicine		
		Medical Specialties		
		O&G		
Paediatric Orthopaedics				
Paediatrics				
Counties Manukau	House Officer	Paediatrics (Winter)		
		Manukau Super Clinic		
		Plastics & Orthopaedic Hand		
		General Medicine & Medical Subspecialties		
		General Surgery		
		Orthopaedics		
		O&G		
	Registrar	Plastics & Orthopaedic Hand		
		Orthopaedics		
		General Surgery		
		O&G		
		Paediatrics		
		General Medicine		
		Medical Specialties		
Waikato	House Officer	General Medicine		
		Medical Specialties		
		General Surgery		
		Surgical Specialties (including Orthopaedics)		
		Paediatrics		
		O&G		
	Registrar	Orthopaedics		
		General Surgery		
		General Medicine		
		Medical Specialties		
		O&G		
		Paediatrics		
		Lakes	House Officer	Medical
				Surgical
Paediatrics & O&G				
Registrar	General Medicine			
Bay of Plenty	House Officer		Medical/Surgical & Orthopaedic (Whakatane)	
			Medical/Surgical & Orthopaedic (Tauranga)	

	SHO/Registrar	Paediatrics (Tauranga)
		O&G (Tauranga)
	Registrar	Surgical & Orthopaedics (Tauranga)
		Medical (Tauranga)
Hawkes Bay	House Officer	General
		O&G
	Registrar	Medical
		O&G
		Orthopaedics
		Surgical
Taranaki	House Officer	Medical/Surgical/Psych and Orthopaedic
	Registrar	Medical
MidCentral	House Officer	Medical
		Surgical
		O&G
	Registrar	Medical
		O&G
		Paediatrics
Whanganui	House Officer	General
Wairarapa	House Officer/Registrar	General
Hutt Valley	House Officer	Medical
		Surgical (incl. Orthopaedics and Plastics)
	Registrar	Medical
		Surgical
		Orthopaedic
		Paediatrics
O&G		
Capital and Coast	House Officer	Medicine 1 + 2
		Surgical 1 + 2
		Kenepuru (Medical and Surgical)
		O&G
		Paediatrics Medical and Surgical (SHO/HO)
	Registrar	Orthopaedics
		General/Vascular Surgery
		Cardiology
		Medical Sub-specialties
		Medicine 1 + 2
		Kenepuru
		Surgical Sub-specialties (Neurosurgery and Cardiothoracic)
		O&G
Nelson Marlborough	House Officer	Wairau
		Nelson
	Registrar	Medicine
Canterbury	House Officer	Paediatrics
		Acute surgery
		Duty Surgery 1 + 2

		Duty Medicine 1 + 2
		Acute Medicine 1 & 2
		O&G
		Burwood Hospital incl. OPH
		Orthopaedics
		Ashburton (HO/Reg)
		Medical Specialties
	Registrar	Surgical (incl. acute, duty and subspecialties)
		Orthopaedics
		Medical (incl. acute, duty and subspecialties).
		Paediatrics
West Coast	House Officer/Registrar	Rural Health Medicine and General
South Canterbury	House Officer	General
Southern	House Officer	Paediatrics (Dunedin)
		O&G (Dunedin)
		Medical (incl. specialties)(Dunedin)
		Surgical (incl. specialties)(Dunedin)
		Medical (Invercargill)
		Surgical (Invercargill)
	Registrar	Medical (Invercargill)
		Paediatrics (incl. SHOs) (Invercargill)
		Medical (Dunedin)
		Orthopaedics (Dunedin)
		General Surgery (Dunedin)
		General Surgery (Invercargill)
		Orthopaedics (Invercargill)
	O&G (Dunedin)	

# Schedule Eleven

## Best Practise Guidelines: Recovery after a period on nights

MECA provides for the following minimum provision:

“As a minimum provision, a minimum break comprising the balance of the calendar day upon which the employee ceased the last night duty plus a further two calendar days must be provided immediately following a period of 5 night duties or more.”

The basis for 3 sleeps before returning to work is to ensure sufficient recovery time to repay sleep debt and return the employee to work able to properly perform their duties. Three sleeps following 4 night shifts is evidenced as being required for this purpose, and 2 sleeps after 2 consecutive night shifts. After 3 night shifts the evidence is less definitive.

In order to ensure the health and safety of RMOs with respect to night shifts and recovery time, a risk assessment process for determining minimum recovery time is recommended. In making this assessment, the following factors should be considered:

1. The number of consecutive night shifts.
2. The ability to consistently achieve uninterrupted sleep whilst on night shifts. Note: to repay sufficient sleep debt each night to reduce accumulated debt post nights to a level where only 2 sleeps recovery time is required, 3- 4 hours uninterrupted sleep per night is likely to be required.
3. Length of the night shifts. The “ideal” maximum length of a night shift from a fatigue perspective is 8 hours. 10 hours are frequently worked by resident doctors hence the need to restrict consecutive shifts and thereby limit sleep debt accumulation. If 12 hour nights are being considered, the number of consecutive night shifts as well as recovery time should be assessed. We would recommend a maximum of 3 nights comprising one 10 hour night shift plus 2 consecutive 12 hour night shifts in this regard, with 3 sleeps recovery time.
4. Actual hours awake (not simply rostered). Sleep debt is repaid by sleeping, so time taken to travel home and get to bed should be considered as should time from waking to get to work. For example, some surgical rosters with a 0730 start might see doctors awake at 0600 to get to work on time.
5. Rostering pre and post nights. Given fatigue and sleep debt is cumulative, adequate opportunity to repay any sleep debt before starting nights should be factored in. Coming back from nights straight onto a long day should also be carefully considered due to the risk of sleep debt accumulating again as a result of the late-to-bed effect of a long day.
6. How well supported the doctor is at night. Immediate (medical) supervision and support is a factor that reduces the risk associated with night shifts. Good handover is also important and should be a feature of all shift systems including protected time and appropriate facilities/support to ensure effective handover of patient care.
7. How busy the doctor is at night. Naps should be encouraged when and where possible (whilst recognising the time taken to reawaken fully after a nap).
8. The evidence available with respect to sleep debt and recovery times
9. How the doctors feel after their set of nights (subjective fatigue assessment).

# Schedule Twelve

## Other Agreements

### Working together to assist with pipeline flow

The parties are committed to the following NREG work programme: Pipeline is the process by which medical graduate's progress through provisional registration, prevocational training and vocational training to achieve vocational registration. Whilst allowing doctors to plan their own careers and recognising the need to accommodate work life balance into the lives of Resident Doctors, the parties commit to the following.

1. Career planning. NREG has already produced an agreed career planning form and documentation. Prevocational doctors in particular are encouraged to complete a career plan and update it regularly as changes in circumstances dictate. This information will assist to forecast and facilitate improved pipeline flow.
2. Effective mentoring and career guidance will be provided to resident doctors to enable them to make informed choices. To facilitate decision making, RMOs should be given honest, complete and up to date information about career options.
3. The parties will collaborate together and with governmental agencies to provide in a easily accessible, nationally consistent, RMO focused, web-based facility providing:
  - a. medical workforce information including future projections of need by speciality and locality, and
  - b. available training opportunities including current or impending vacancies, and
  - c. Future SMO vacancies and anticipated increasing demand.
4. Run allocations shall facilitate resident doctors gaining a "taste" of what opportunities exist, including clinical governance, research and in under-subscribed current and impending shortage specialities.
5. The parties will work collaboratively and with appropriate colleges to identify possible guidelines around the appropriate number of times an individual could reasonably make application to a specific training programme whilst as best possible avoiding unintended consequences that might arise. For those who are repeatedly unsuccessful in their first choice of career, additional career guidance and assistance should be provided to assist in finding a suitable available alternative.
6. Provincial experience will be facilitated through mechanisms such as:
  - a. Secondments or leave without pay from tertiary centres;
  - b. Assistance with the process of moving;
  - c. Access to tertiary centre teaching opportunities through telecommunication linkages;
  - d. Provincial transitional registrar opportunities.
7. Appropriate fixed term appointments include those facilitating GPEP registrar hospital experience and to cover leave without pay where the doctor covering the period of leave is not a current DHB employee.
8. Flexibility in the use of 3rd and 4th year house officer positions as registrar positions to facilitate uptake into registrar training programmes.
9. Non training registrar positions will be reviewed to maximise training positions where possible.
10. Forward planning, national collaboration and information sharing to monitor for potential and impending blockages to the pipeline enabling time for the parties to address the identified issues, before they become a problem.

## **Transitional Registrars**

NREG will look at progressing the establishment of 'Transitional Registrar' roles discussed as during IBB, through a voluntary (opt-in) pilot and report back prior to the next bargaining round. NREG shall engage with relevant stakeholders on the workforce opportunities and benefits in further developing this role.

For the purposes of this work the following definition and training support developed by the IBB process will apply:

"Transitional Registrar" means an employee who is appointed to a position as a Transitional Registrar where the employee has completed formal vocational training requirements but is still working prior to gaining formal vocational registration. The number of positions and duration of will be determined by the DHB.

The on-going training/continuing professional development of transitional registrars shall support employees in a manner consistent with, and relevant to, the position they have been appointed to. In order to do this, agreed and defined training objectives that are linked to a training plan related to the position shall be agreed and supported by the following entitlements:

- i. 10 days continuing medical education leave per annum (inclusive of any conference leave not taken); and
- ii. Reimbursement of continuing medical education expenses up to \$8,000 per annum. The reimbursement is prorated for part time employees who have other (non DHB) permanent employment.
- iii. This training reimbursement will be approved in line with the DHB policies that may apply.

## **Relief Review**

The RDA believes the reliance on cross cover has become too prevalent in many DHBs and must be addressed as a matter of urgency. This practice cost the sector a minimum (acknowledging that RMOs do not always claim cross cover) \$2.7 million in 2015, restricts RMOs willingness to apply for leave, causes issues for DHBs having sufficient capacity to reasonably grant leave. Cross cover outside ordinary hours is expressly prohibited by MECA and must not occur.

On a DHB by DHB basis, the parties agree to reassess and if necessary address each DHB's relief capacity prior to June 2017 (unless the RDA and any individual DHB agree to an alternative timeframe). In doing so the parties will consider whether there is sufficient relief is available to cover for expected planned and unplanned absences, that this relief capacity is deployed to maximum advantage, and that the relief positions are attractive to RMOs by providing a meaningful training experience which may include:

- time set aside to participate in leadership training and/or clinical governance activities.
- Provision of dedicated skills acquisition time
- Dedicated protected training time
- Provision of dedicated SMO support, mentorship and access for teaching and advice.

It is recognised that relieving positions are important for ensuring that all RMOs have the ability to take leave, including for training-related activities, while providing for continuity of services.

## **RMO Remuneration Project – Terms of Reference**

### **Preamble**

The DHBs raised an interest at bargaining to explore a new remuneration structure for the RMO MECA. The DHBs are concerned at the perceived complexity of the current RMO remuneration structure and wish to take the opportunity to work with NZRDA to jointly consider a structure that might better fit the requirements of the parties.

The project will commence after the successful ratification of the current negotiations with the aim that it will be completed by June 2017.

Whilst no expectations of what the outcome of consideration might be, the parties acknowledge that any implementation of outcomes of the project will require sign-off from all 20 DHB CEOs and will also require sign-off by RDA members using their normal ratification process.

### **Workforces/Scope**

All employees within coverage of the RDA DHB MECA.

### **Objective(s)**

To explore a potential new remuneration structure.

### **Personnel/Resources**

DHB team will include people who have the knowledge, skill and expertise in both remuneration and the impact such might have on RMO terms and conditions, wellness, worklife balance and training requirements. DHB participants will also have the time and capability to actively and constructively participate in this project.

The NZRDA team will include expertise as required by NZRDA. Delegate release to attend to the work generated by this project will be required. To assist the DHBs in their planning, timeframes will be agreed sufficiently in advance so plenty of notice can be given to DHBs for the release of RMOs.

Individual teams may bring in external expertise to assist them however anyone so nominated shall only attend in an advisory capacity given their probable lack of in depth knowledge of RMO issues, terms and conditions.

Analytic support shall be provided by agreement.

### **Process**

The participants shall:

- ensure they have a good understanding of the current RMO remuneration model; and
- clearly identify practical issues with the current model and why they should be changed; and
- consider alternative options that meet both the parties' needs; and
- cost all the agreed options, including the impact on RMOs' income individually and collectively, as well as make an assessment of the impacts on RMOs wellbeing, worklife balance and training.



## **Communication/Audiences**

DHB CEOs, COOs, GMHRs.

RDA and its members

## **Timeframe**

Dependent on the workload generated through the safer rostering work, the parties will agree a timeframe that can be accommodated within available resources. It is expected that this project should be completed by June 2017

## **Expenses**

All meetings will be held in Auckland. The costs of any venue hire outside of that provided by NZRDA at their offices, catering and any other costs to support the process will be borne by the DHBs.

Except that each party shall meet their own travel and accommodation costs

## **Passing on**

In accordance with the NBAG guidelines the employers undertake not to proactively offer to non-union members the terms and conditions of this settlement prior to 5 June 2017. The provisions of clause 8.11 shall not be passed on at any time.

## **Medical Team Improvement Process**

NZRDA, ASMS and the DHB parties are currently involved in exploring a process that would facilitate constructive change engaging the entire of the medical workforce, supporting improved service delivery, supervision and training and best managing workloads amongst a number of factors (including fatigue management). This work will continue during the term of this MECA and learnings will be reviewed prior to the commencement of bargaining in February 2018 to inform the parties further on best practice.

## APPENDIX ONE

### List of considerations

The following are part of the considerations to be applied when formulating a proposal for change.

General (applicable to all proposed changes):

- Impact on health and safety
- Impact on work/life balance
- Ordinary hours vs after hours changes
- Training (including):
  - o Opportunities arising from the change
  - o Team structures and integration
  - o Supervision, formal teaching and assessment
  - o Access to clinical material and cases (e.g. MDT, MDM, workplace teaching)
  - o Workload allowing for training
  - o Exam, conference and course support
- Career pathway progression
- Potential impact on remuneration
- Potential for unforeseen consequences
- The need for monitoring and review process to assess impact of change, including escalation and proactive intervention mechanisms

Rotations:

- Security of ongoing employment upon completion of rotation
- Adequate notice of proposed rotation
- Flexibility around timing of rotation for individual RMO
- Physical facilities/appropriate accommodation
- Length and frequency of rotations
- Distance from existing location
- Social and emotional support for RMO, including return to home base provisions
- No negative impact on access to leave
- Crisis intervention protocols

Training:

- College / Medical Council approval
- Maintenance of training as a result of change(s) to or cessation of service(s)
- Flow on impacts to other factors, e.g. increase to roster numbers or level of cover
- Opportunities and barriers to career progression

Rosters (including shift work rosters):

- Nature of work
- Continuity of patient care
- Team structure
- Impact of change to roster on supervision and direct SMO contact time
- Maintenance of the RMO complement during the ordinary hours of the day
- Frequency and quantity of work outside of ordinary hours both in regard to health and safety and work/life balance
- Length of shifts
- Impact on pay

- Fatigue management and recuperative time, including breaks between shifts, changing shift types etc.
- Training both formal and informal including Schedule Eight
- Strict adherence to contractual limits on hours and the intent behind those limits

Consideration in respect of Clause 13.4.3:

- Minimum uninterrupted hours of sleep
- Frequency of call back per period of on call
- Frequency of proposed period of on duty/on call
- Hours worked that day prior to leaving the workplace (going on call)

The NZRDA's view is that the considerations have increased significance as a factor deteriorates (e.g. as the minimum hours of uninterrupted sleep decreases) and the considerations are not mutually exclusive. This means the overall significance of the considerations increase as the number of considerations impacted by a proposed change increases and deterioration of each consideration impacted by the proposed change increases.

**Other agreements reached as part of the Terms Of Settlement  
Schedule Five – National Resident Doctor Engagement Group (NREG)**

The parties agree to participate in good faith in a Working Party to review the Terms of Reference for the National Resident Doctors Engagement Group, set out in Schedule Five of the MECA.

The Working Group will comprise:

- Three DHBs representatives
- Three NZRDA representatives

The parties agree to meet as required, with a view to developing new proposed Terms of Reference by the end of 2019.

In the event that new Terms of Reference are agreed between the parties, they will be put to NZRDA members and the 20 DHBs for ratification and then added to the MECA by way of variation to Schedule Five.

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