



**Speciality
Trainees**
OF NEW ZEALAND

**Specialty Trainees of New Zealand
(SToNZ)**

and

**20 District Health Boards
Multi-Employer Collective Agreement**

All District Health Boards

10 December 2018 – 9 December 2020

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Preamble:

1.0 Parties and coverage

1.1 The parties to this Collective Agreement shall be:

(a) 20 District Health Boards as follows:

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,
Southern District Health Board;

hereinafter referred to individually as the “employer” and collectively as “DHBs”.

(b) The Specialty Trainees of New Zealand herein after referred to as “SToNZ” or the “union”.

1.2 The collective agreement shall be available to Resident Medical Officers employed by the employing District Health Board on clinical and/or associated duties, including but not restricted to those who have the following designations:

- House Officer/Senior House Officer
- Registrar
- Training Registrar

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

1.3 Subject to s.58 Employment Relations Act 2000, coverage of this employment agreement shall only apply when an individual, who meets the eligibility criteria of 1.2, advises his or her employer of their membership of SToNZ. This clause is not to exclude employees being covered by the terms of this agreement as a result of a statutory requirement for new employees to be covered by the terms of a collective agreement on their commencement as an employee.

1.4 Other Collective Coverage

(a) Subject to the s.58 Employment Relations Act, should the employee elect to become a member of such a union and becomes covered by the terms and condition of another collective agreement or alternatively, the employer is required by law to provide the employee the terms and conditions of a different applicable collective employment agreement, then the terms and conditions contained within this agreement will cease to apply in their entirety and the employee’s terms and conditions will be governed by solely by the written terms of the other collective employment agreement including the specified salary clause.

- (b) The only recognised exceptions will be those exceptions documented in writing subsequent to the time both parties are aware that the employee's terms and conditions are covered by a collective agreement. Any overpayments caused by a difference in salary or other terms and conditions may be recovered by the employer including their deduction from any wages or salary owed to the employee.
- (c) The employee is obliged to notify the employer as soon as practicable after joining a union that has a collective agreement covering the type or work or duties undertaken by the employee.

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 three months, 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 1 January 2009.

"Cross Cover" - is where an RMO covers the rostered duties of another RMO who is absent between 0700 and 1730 hours Monday to Friday.

"Full time" - when applied to a Resident Medical 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 full time employee by reason only of the fact that the employee engages in medical 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.

"Higher qualification" - when used in reference to an employee means a qualification or an examination relevant to progression along the stepped training pathway to achieve a vocational scope of practice under HPCAA and/or granted by specialist body (college). Each higher qualification step relates to a registrar passing each of the examinations set by the specialist body (college) or such other qualifications as are recognised by the employer in the individual case.

"House Officer" - 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 employment related expenses in clause(s)
- Protected training time
- Medical education leave
- Meals in accordance with clause 20

"MCNZ" means - Medical Council of New Zealand

"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).

“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 RMOs 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.

“One in three (1:3) 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 three and one weekend in three.

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

“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 officer for two years; or
- (b) As a house officer 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 officer, 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 officer for two years; or
- (b) As a house officer 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.

“SToNZ” - means Specialty Trainees of New Zealand.

3.0 Variations to the Collective Agreement

3.1 This collective agreement may be varied during its term only by the agreement between the employer parties and STONZ. Any such variation shall be recorded in writing and be subject to STONZ 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 am and 5.30 pm, Monday to Friday. 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 Except as provided for in clause 4.4, 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 affected RMOs will be consulted at the earliest possible opportunity.
- 4.4 Except for working weekends, the notice provisions for relievers is 14 days, noting the provisions of clause 16.1. The requisite notice for Short Notice Relievers is governed by Appendix 2.
- 4.5 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, and ideally for the entire length of the respective run.
- 4.6 Where the allocation of clinical duties to published rosters is undertaken by a registrar, the employer will provide sufficient time during working hours for those duties to be undertaken.

5.0 Appointment term

- 5.1 The parties acknowledge that RMOs are on open ended employment amongst DHBs until the completion of RMO training subject to the provisions of this Clause. Except as provided 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 DHBs 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 working toward vocational registration.
- 5.2 The parties acknowledge that in order to maintain appropriate staffing levels the following positions shall be "contestable":
- (a) Senior House Officers posts: continued employment will be dependent on there being sufficient 1st year House Officer posts.
 - (b) Initial entry to Registrar training posts shall be in competition with other suitably qualified applicants.
- 5.3 Fixed Term employment agreements should only be used to cover specific situations of a temporary and predefined nature, e.g.

(a) To fill a position where the incumbent is on study, sick or parental leave; or

(b) Where there is a task of finite duration to be performed.

Fixed Term employment agreements while justified in some cases to cover situations of a finite nature, must not be used to deny RMOs security of employment in roles relevant to their training pathways.

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 training-accredited post, meeting the regulations and requirements of the relevant college training programme is a mandatory 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 RMOs year of employment, the employer shall provide to the employee a schedule of runs proposed to be allocated to that RMO for the entire year. This schedule should not include any runs left as 'to be advised' (or similar).

6.2 The employer will make all reasonable efforts to allocate runs to each RMO as relevant to the requirements of their stated vocational pathway. Any changes to the proposed allocation by the DHB will be discussed with the RMO.

6.3 Any run assessments as to a RMO's performance and abilities must be sighted and discussed with the RMO concerned. Senior medical staff must make all clinical assessments.

6.4 Provided it is within the control of the employing District Health Board 1st year House Officers will be allocated runs that will enable them to gain registration under the "general" scope of practice issued by MCNZ within 12 months after commencing employment. DHBs are committed to ensuring RMOs meet their MCNZ requirements for maintaining general registration.

6.5 ED and Intensive Care Units – In the first 6 months of employment under a provisional general scope of practice issued by MCNZ an employee may work in these departments only if there is immediate onsite supervision from a senior member of the medical staff (registrar, medical officer 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:

(a) Effective backup and support;

(b) Appropriate orientation is provided before commencement on the roster within the department ;

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

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 SToNZ will work with the employer on a "best endeavours" basis.

6.6 Provisional registrants on night Duty – The MCNZ provision preventing employees registered by MCNZ within the provisional general scope of practice to work nights in the first 6 weeks of employment is noted. Employees registered with MCNZ within the provisional general scope of practice on house officer rosters shall not work night shifts in the first 3 months of employment. In the second 3 months of employment, 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.

Except that:

6.6.1 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.

6.7 Regional training programmes may be developed that involve an RMO rotating between hospitals and/or between DHBs or other employers. The rotations will be advised in accordance with clause 6.1 and agreed between the DHB(s) and the individual RMO. Offer and acceptance of employment that includes such arrangements shall constitute agreement for the purposes of this clause. (The parties accept that existing rotational arrangements that exist prior to this Agreement shall continue to apply unless agreed to the contrary between the parties).

6.8 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 \$1 million death cover insurance. This insurance cover shall also apply to all employees required to travel on employer business to locations outside the city boundaries.

7.0 Medical Education

7.1 The union and the employer agree that continuing medical education and vocational training is required to future-proof a competent and well trained specialist workforce. To this end, the union and employer will aim to foster and support a culture of proactive learning and further education beyond the minimum requirements.

- 7.2 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 protected uninterrupted medical learning which is not directly derived from clinical work. This will be a minimum of 2 hours per week for house officers and 4 hours per week for registrars. The parties recognise the expectations of the Colleges and Medical Council in such matters
- 7.3 House Officers in their second and subsequent years of service and Registrars who are not on a vocational training programme shall be entitled to five days medical education leave for each full year of service for the purpose of study towards their vocational training prerequisites (including exams), attending interviews for vocational training positions, conferences, courses, or other academic purposes.
- 7.4 House Officers in their second and subsequent years of service and Registrars who are not on a vocational training programme may have an additional one-off entitlement of three week (fifteen days) medical education leave. No more than four weeks' medical education leave may be taken in any one year.
- 7.5 Registrars who are on a vocational training programme shall be entitled to 12 weeks' medical education leave over the course of their training and during their employment as an RMO in New Zealand. Not more than six weeks' medical education leave may be taken in any one year. This leave shall be 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 completing their training and obtaining vocational scope of practice.
- 7.6 Employees undertaking a diploma in Child Health, Obstetrics and Gynaecology or other advanced diplomas shall be entitled to a maximum of two weeks in addition to the provision of clause 7.1.3 in any year in respect of each diploma, subject to support from the appropriate Clinical Director or applicable clinical lead in regards to the timing of the Diploma relative to the RMOs broader medical education.
- 7.7 Applications for Medical Education leave should aim to be submitted as far in advance as possible. 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.
- 7.8 Leave should be made available for the purposes of courses and examinations that are a mandatory requirement towards gaining entry to or progressing along a vocational training pathway. Leave is to be granted for a time that is appropriate as per the timing of the course/examination in question. For example, for the purposes of undertaking a first attempt at Part 1, specialty, or Fellowship level examinations, it is reasonable to provide three continuous weeks of study leave leading up to the exam. Extension of leave up to a total of six weeks continuous leave may be considered by the clinical lead of the service. The employer will take all reasonable steps to provide cover to promote access to medical education requirements.
- 7.9 For clarity medical education leave entitlements are specified and operated on a 'whole of RMO career' basis, and are portable between DHB employments. The individual RMO and the DHB will support the capture and transfer of information on medical education leave usage to support the management of these entitlements.
- 7.10 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.

7.11 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.

8.0 Conference leave

8.1 Registrars in a recognised vocational training programme who have passed their Part 1 exam or equivalent shall be granted a total of ten days additional leave beyond the provision in clause 7.0 to attend appropriate conferences during their vocational training. Entitled registrars shall have relevant and reasonable costs reimbursed with respect to conference fees, travel and accommodation with respect to the total conference leave provided for in this clause.

8.2 If there is concern regarding the appropriateness and relevance of a proposed conference, this will be determined by the appropriate local clinical lead.

8.3 The parties acknowledge that this entitlement is intended to be portable between DHBs.

8.4 Registrars in vocational training will be informed of their conference leave balance available at the end of year change over and when changing between DHBs.

9.0 Employment relations education leave and union leave

9.1 Each member of the SToNZ national executive board, in the capacity as the union representatives, shall be allowed 5 days of leave each year to attend national executive meetings and attend to other business agreed as appropriate by SToNZ and the employing DHB.

For the purposes of this clause the year shall be defined as the calendar year.

9.2 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 meeting be provided to the employer, leave cannot be guaranteed however the employer shall make all reasonable steps to grant leave.

Further leave for the purposes of bargaining shall be granted on an "as needed" basis to allow negotiations to progress.

9.3 Employment Relations Education Leave shall be provided in accordance with the Employment Relations Act.

10.0 Employment related expenses

10.1 The cost of an annual practicing certificate (including disciplinary levies where these are a prerequisite) shall be refunded to the RMO by their employing DHB provided that:

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

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

10.2 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) (In Practice). 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.

- 10.3 The employer will reimburse the costs of membership of postgraduate colleges and other associated bodies required as part of a vocational training programme.
- 10.4 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.
- 10.5 The employing DHB will reimburse the cost of initial application for provisional general registration to employees who graduate from a NZ medical school.
- 10.6 For Registrars on a vocational training programme:
- 10.6.1 The employing DHB shall reimburse the actual and reasonable costs of the training undertaken 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.
- 10.6.2 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.
- 10.6.3 Registrars will be reimbursed for required texts, accommodation, travel, and travel related expenses. 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 degrees.
- 10.6.4 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 the MECA.
- 10.7 Notwithstanding the above, approval from the appropriate clinical lead must be obtained in respect of any costs associated with sitting a vocational examination for the second time, or in the instance of an examination required to obtain vocational registration (such as a fellowship exam or similar) the employer will reimburse up to three attempts.
- 10.8 Registrars not in a vocational training programme and House Officers in their second year and above will be entitled to the costs pertaining to attending approved courses and events that facilitate their acceptance onto a vocational training programme, subject to support from the appropriate clinical lead. Costs for this purpose include reimbursement for required texts, travel and accommodation and includes, but is not limited to, such training as ASSET, CCrISP, EMST, Clear, ACLS, APLS, college exams, and application to training fees. Agreement for reimbursement for any costs not expressly covered by this agreement shall be discussed between the parties if deemed relevant for progression towards a vocational training pathway.
- 10.8.1 If there is dispute regarding the relevance of a particular cost for the purposes of progression towards a vocational training pathway, this dispute shall be referred to

the Chief Medical Officer (or their delegate) for resolution and in consultation with department clinical lead.

10.8.2 All Registrars, whether or not on a vocational training programme, will be entitled to an additional maximum of \$2,000 per annum for each full year of service with effect from 10 December 2018 for the purpose of implements to aid in training. Costs for this purpose include but are not limited to personal computers / tablets, textbooks not on the required reading list, subscriptions to journals, subscriptions to vocational education websites and personal surgical / medical equipment. This allowance can also be used for conferences. Eligibility is subject to the RMO completing 12 months of service as an RMO with the DHBs. The approval and administration of this entitlement will be subject to DHB policies around CME funding.

10.8.3 The funding in 10.8 may be accrued for up to the equivalent of three years' entitlement (\$6,000) and may be transferred between DHB employments, provided the quantum does not exceed this amount.

10.9 The employer shall reimburse an employee for membership of the Medical Protection Society or an agreed alternative.

10.10 Where employees are required to use their own cars for the purposes of work (such as on-call components, or travel to satellite sites away from the primary workplace), the employer shall pay a private motor vehicle mileage allowance at the standard IRD rate, 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.

11.0 Protection of training programmes

11.1 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.

11.2 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.

11.3 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 between the parties and set out in this agreement.

11.4 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.

11.5 The appointment process of each employer shall not be changed without consultation between the employer and STONZ.

11.6 When a run change results in a reduction in ordinary hours worked there will be consideration of the impact on training, and changes made to ameliorate loss of opportunity as well as to take advantage of new training opportunities. No change in working hours shall be made that breaches the rules and requirements of a college training programme.

11.7 DHB service provision requirements shall not override or detract from the training requirements stipulated by the respective college or overseeing vocational training body for registrars on a vocational training pathway.

11.8 Any disputes around this issue should be managed within the service in the first instance, but may be escalated to the Chief Medical Officer and STONZ.

12.0 Salaries and wages

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

12.1.1 The appropriate category shall be based on the expected average hours as set out in the run description as determined in accordance with the following provisions.

(a) Where a new roster pattern is proposed to be introduced or changes are proposed to an existing roster, including to increase or decrease the number of RMOs, then the appropriate category shall be established through the following process:

- i. The employer shall establish the expected average hours based on the new roster pattern.
- ii. The employer shall include a reasonable estimate of average unrostered hours based on existing practice or those occurring in equivalent services.
- iii. The proposed salary category – detailed as per clause 12.2 – shall be notified to RMOs working the roster as part of the change process.
- iv. If there is disagreement on the proposed category, the employer and the RMOs working the roster shall attempt to reach agreement. These parties may involve respective representatives.
- v. If agreement is not reached, and the roster change proceeds, the category as finally determined by the employer shall apply and be effective from the date of implementation of the new or changed roster; however a review in accordance with 12.1.1(b) must be scheduled within six months. The provisions of 12.1.1(b)(vi) apply except that any required increases in the salary for the run description shall be backdated to when the change occurred.

(b) 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 current expectations of the run then they may initiate a review of the salary category through the following process:

- i. The initiating party shall advise the other party in writing of their decision to review the salary category for the run. Where the review is initiated by the employer, copies of such notification shall be forwarded to the STONZ.
- ii. This notification shall include:
 - The date of the commencement of the review. Run reviews shall not be undertaken in retrospect unless agreed between the service, the RMOs, or their respective representatives.
 - 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 service, the RMOs, or their respective representatives.

- Confirmation as to whom timesheets are to be sent, the process (including timeframes) for submitting and approval of these, and arrangements to ensure both employer party and SToNZ receive copies.
- iii. Unless agree otherwise, 4 weeks between notification and commencement of review must be allowed for SToNZ to provide advice to the RMOs regarding the run review or for the DHB to make appropriate arrangements.
 - iv. Assessment of timesheets shall be completed by the initiating party within 3 weeks of timesheet receipt and forwarded to the other party who shall confirm calculation of salary category within 3 weeks. This timeframe can be altered by agreement between the service, the RMOs, or their respective representatives.
 - v. Where the calculation is disputed, the matter shall be referred to the employer's human resource department and the SToNZ for resolution. If this is unsuccessful the matter shall be an employment relations problem as that term is defined in clause 42 and shall be resolved in accordance with that clause. Any dispute must be raised within the 3 week period (or alternative timeframe where one is agreed). If no response is received, the initiating party's assessment under 12.1.1(b)(iv) is deemed confirmed.
 - vi. 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 the initiation date of the review. Decreases in salary shall not be made retrospectively.
 - vii. A review under 12.1.1(b) may be initiated no more frequently than every six months.

12.1.2

- (a) 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 12.1.1. This provision shall apply to EDs, ICUs, and to such other services as may be agreed between the parties. However, RMOs employed in ED and Intensive Care Units shall be paid a minimum C category.
- (b) For runs to which the above paragraph 12.1.2(a) 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, except that no hours shall be counted for days that are completely free from rostered duties.
- (c) For the purposes of clause 12.1.2(b) above, the minimum break provided in clause 17.4.6 shall be deemed to be ordinary hours when those days occur Monday through Friday. This clause will cease to apply upon the agreement of the parties or on 9 December 2020 whichever is the earlier.

12.1.3 RMOs employed as "relievers" shall be paid a salary two categories above the category of the majority of runs on which they are employed to provide cover and shall not be rostered for more duties than would on average be worked by any other RMO on these runs. This does not apply to a reliever embedded in the roster.

12.1.4 Where an RMO is entitled to an increase in category as set out in clauses 12.1.2(a) (Rotating Shift) and 12.1.3 (Relievers).

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 \$5,300 gross per annum and an RMO who is on year 4 Category A shall be paid an additional \$10,600 gross per annum. For clarity this provision is payable only for the time spent performing the relief/reliever role.

12.2 SALARY SCALES

12.2.1 NON ED/ICU ROSTERS – 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

Effective 10 December 2018

Cat	Hours	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
F	40-44.9	83,200	87,200	91,100	95,100	99,000	117,000	121,600	126,300	131,200	136,400
E	45-49.9	83,200	87,200	91,100	95,100	99,000	117,000	121,600	126,300	131,200	136,400
D	50-54.9	94,300	98,800	103,400	107,900	112,500	117,000	121,600	126,300	131,200	136,400
C	55-59.9	105,400	110,500	115,700	120,800	126,000	131,100	136,300	141,600	147,200	152,900
B	60-64.9	116,500	122,200	127,900	133,700	139,400	145,200	150,900	156,900	163,100	169,500
A	65+	131,300	137,800	144,300	150,800	157,400	163,900	170,500	177,200	184,300	191,600

Effective 9 December 2019

Cat	Hours	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
F	40-44.9	85,700	89,800	93,800	98,000	102,000	120,500	125,200	130,100	135,100	140,500
E	45-49.9	85,700	89,800	93,800	98,000	102,000	120,500	125,200	130,100	135,100	140,500
D	50-54.9	97,100	101,800	106,500	111,100	115,900	120,500	125,200	130,100	135,100	140,500
C	55-59.9	108,600	113,800	119,200	124,400	129,800	135,000	140,400	145,800	151,600	157,500
B	60-64.9	120,000	125,900	131,700	137,700	143,600	149,600	155,400	161,600	168,000	174,600
A	65+	135,200	141,900	148,600	155,300	162,100	168,800	175,600	182,500	189,800	197,300

House Officers

Effective 10 December 2018

Cat	Hours	House Officer		Senior House Officer	
		Year 1	Year 2	Year 3	Year 4
F	40-44.9	64,400	69,200	72,700	76,300
E	45-49.9	70,800	76,200	80,100	84,100
D	50-54.9	80,500	86,700	91,200	95,800
C	55-59.9	90,200	97,200	102,300	107,500
B	60-64.9	99,900	107,700	113,400	119,200
A	65+	112,900	121,700	128,200	134,700

Effective 25 November 2019

Cat	Hours	House Officer		Senior House Officer	
		Year 1	Year 2	Year 3	Year 4
F	40-44.9	66,300	71,300	74,900	78,600
E	45-49.9	72,900	78,500	82,500	86,600
D	50-54.9	82,900	89,300	93,900	98,700
C	55-59.9	92,900	100,100	105,400	110,700
B	60-64.9	102,900	110,900	116,800	122,800
A	65+	116,300	125,400	132,000	138,700

12.2.2 NON ED/ICU ROSTERS 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

Effective 10 December 2018

Cat	Hours	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
F	40-44.9	86,200	90,300	94,400	98,500	102,600	121,400	126,100	131,000	136,100	141,500
E	45-49.9	86,200	90,300	94,400	98,500	102,600	121,400	126,100	131,000	136,100	141,500
D	50-54.9	97,700	102,400	107,100	111,900	116,600	121,400	126,100	131,000	136,100	141,500
C	55-59.9	109,200	114,600	119,900	125,300	130,600	136,000	141,300	146,900	152,700	158,700
B	60-64.9	120,800	126,700	132,700	138,700	144,600	150,600	156,600	162,800	169,200	175,900
A	65+	136,200	143,000	149,700	156,500	163,300	170,100	176,900	184,000	191,300	198,900

Effective 9 December 2019

Cat	Hours	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
F	40-44.9	88,800	93,000	97,200	101,500	105,700	125,000	129,900	134,900	140,200	145,700
E	45-49.9	88,800	93,000	97,200	101,500	105,700	125,000	129,900	134,900	140,200	145,700
D	50-54.9	100,600	105,500	110,300	115,300	120,100	125,000	129,900	134,900	140,200	145,700
C	55-59.9	112,500	118,000	123,500	129,100	134,500	140,100	145,500	151,300	157,300	163,500
B	60-64.9	124,400	130,500	136,700	142,900	148,900	155,100	161,300	167,700	174,300	181,200
A	65+	140,300	147,300	154,200	161,200	168,200	175,200	182,200	189,500	197,000	204,900

House Officers

Effective 10 December 2018

Cat	Hours	House Officer		Senior House Officer	
		Year 1	Year 2	Year 3	Year 4
F	40-44.9	72,700	77,700	81,400	85,100
E	45-49.9	79,400	85,000	89,100	93,200
D	50-54.9	89,500	95,900	100,600	105,400
C	55-59.9	99,600	106,800	112,200	117,500
B	60-64.9	109,700	117,700	123,700	129,700
A	65+	123,100	132,300	139,100	145,900

Effective 25 November 2019

Cat	Hours	House Officer		Senior House Officer	
		Year 1	Year 2	Year 3	Year 4
F	40-44.9	74,900	80,000	83,800	87,700
E	45-49.9	81,800	87,600	91,800	96,000
D	50-54.9	92,200	98,800	103,600	108,600
C	55-59.9	102,600	110,000	115,600	121,000
B	60-64.9	113,000	121,200	127,400	133,600
A	65+	126,800	136,300	143,300	150,300

12.2.3 ED / ICU ROSTERS URBAN SCALES

Apply at Auckland, Waitemata, Counties Manukau, Waikato, Hutt Valley, Capital and Coast, Canterbury and Southern (Other than Invercargill Hospital-based runs) DHBs.

ED / ICU Registrars

Effective 10 December 2018

Cat	Hours	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
F	40-44.9	77,000	81,000	84,900	88,900	92,800	110,900	115,500	120,200	125,100	130,200
E	45-49.9	77,000	81,000	84,900	88,900	92,800	110,900	115,500	120,200	125,100	130,200
D	50-54.9	88,100	92,700	97,200	101,800	106,300	110,900	115,500	120,200	125,100	130,200
C	55-59.9	99,200	104,400	109,500	114,700	119,800	125,000	130,100	135,400	141,000	146,800
B	60-64.9	110,300	116,100	121,800	127,500	133,300	139,000	144,800	150,700	156,900	163,400
A	65+	125,100	131,700	138,200	144,700	151,200	157,800	164,300	171,100	178,100	185,500

Effective 9 December 2019

Cat	Hours	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
F	40-44.9	79,300	83,400	87,400	91,600	95,600	114,200	119,000	123,800	128,900	134,100
E	45-49.9	79,300	83,400	87,400	91,600	95,600	114,200	119,000	123,800	128,900	134,100
D	50-54.9	90,700	95,500	100,100	104,900	109,500	114,200	119,000	123,800	128,900	134,100
C	55-59.9	102,200	107,500	112,800	118,100	123,400	128,800	134,000	139,500	145,200	151,200
B	60-64.9	113,600	119,600	125,500	131,300	137,300	143,200	149,100	155,200	161,600	168,300
A	65+	128,900	135,700	142,300	149,000	155,700	162,500	169,200	176,200	183,400	191,100

ED / ICU House Officers

Effective 10 December 2018

Cat	Hours	House Officer		Senior House Officer	
		Year 1	Year 2	Year 3	Year 4
F	40-44.9	61,300	66,100	69,600	73,200
E	45-49.9	67,700	73,100	77,000	81,000
D	50-54.9	77,400	83,600	88,100	92,700
C	55-59.9	87,100	94,100	99,200	104,400
B	60-64.9	96,800	104,600	110,300	116,100
A	65+	109,800	118,600	125,100	131,700

Effective 25 November 2019

Cat	Hours	House Officer		Senior House Officer	
		Year 1	Year 2	Year 3	Year 4
F	40-44.9	63,100	68,100	71,700	75,400
E	45-49.9	69,700	75,300	79,300	83,400
D	50-54.9	79,700	86,100	90,700	95,500
C	55-59.9	89,700	96,900	102,200	107,500
B	60-64.9	99,700	107,700	113,600	119,600
A	65+	113,100	122,200	128,900	135,700

12.2.4 ED / ICU ROSTERS 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.

ED / ICU Registrars

Effective 10 December 2018

Cat	Hours	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
F	40-44.9	80,000	84,100	88,200	92,300	96,400	115,200	120,000	124,900	130,000	135,300
E	45-49.9	80,000	84,100	88,200	92,300	96,400	115,200	120,000	124,900	130,000	135,300
D	50-54.9	91,500	96,300	101,000	105,700	110,500	115,200	120,000	124,900	130,000	135,300

C	55-59.9	103,100	108,400	113,800	119,100	124,500	129,800	135,200	140,700	146,500	152,500
B	60-64.9	114,600	120,600	126,500	132,500	138,500	144,500	150,400	156,600	163,100	169,800
A	65+	130,000	136,800	143,600	150,400	157,200	164,000	170,800	177,800	185,100	192,800

Effective 9 December 2019

Cat	Hours	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
F	40-44.9	82,400	86,600	90,800	95,100	99,300	118,700	123,600	128,600	133,900	139,400
E	45-49.9	82,400	86,600	90,800	95,100	99,300	118,700	123,600	128,600	133,900	139,400
D	50-54.9	94,200	99,200	104,000	108,900	113,800	118,700	123,600	128,600	133,900	139,400
C	55-59.9	106,200	111,700	117,200	122,700	128,200	133,700	139,300	144,900	150,900	157,100
B	60-64.9	118,000	124,200	130,300	136,500	142,700	148,800	154,900	161,300	168,000	174,900
A	65+	133,900	140,900	147,900	154,900	161,900	168,900	175,900	183,100	190,700	198,600

ED / ICU House Officers

Effective 10 December 2018

Cat	Hours	House Officer		Senior House Officer	
		Year 1	Year 2	Year 3	Year 4
F	40-44.9	63,600	68,600	72,300	76,000
E	45-49.9	70,300	75,900	80,000	84,100
D	50-54.9	80,400	86,800	91,500	96,300
C	55-59.9	90,500	97,700	103,100	108,400
B	60-64.9	100,600	108,600	114,600	120,600
A	65+	114,000	123,200	130,000	136,800

Effective 25 November 2019

Cat	Hours	House Officer		Senior House Officer	
		Year 1	Year 2	Year 3	Year 4
F	40-44.9	65,500	70,700	74,500	78,300
E	45-49.9	72,400	78,200	82,400	86,600
D	50-54.9	82,800	89,400	94,200	99,200
C	55-59.9	93,200	100,600	106,200	111,700
B	60-64.9	103,600	111,900	118,000	124,200
A	65+	117,400	126,900	133,900	140,900

12.3 Advancement within the scales shall be continuous subject to the following:

12.3.1 Where a registrar obtains a 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). Higher qualification is determined as per clause 2.0. This shall apply to only one higher qualification unless undertaking dual vocational registration in accordance with clause 12.3.2.

- 12.3.2 The parties agree that registrars in dual vocational training programmes may access the non-service increment provided under clause 12.5.1 on more than one occasion where they obtain the specified qualifications in each respective vocational scope.
- 12.3.3 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 12.5.1 or 12.5.2 in respect of their second vocational scope, they shall, for the following year receive a one off allowance of \$5,300, 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.
- 12.3.4 Thereafter advancement through the scale shall be continuous on the normal incremental date.
- 12.3.5 Steps 8, 9 and 10 of the Registrar scale are restricted to registrars who are in training programmes at the conclusion of which the registrar is entitled to direct registration under a vocational scope of practice in New Zealand other than general practice.
- 12.4 On appointment to a registrar position all experience as an acting registrar, or other service which is considered by the CMO to be directly relevant to the specialty position shall be credited for the purposes of determining the commencement step on the registrar scale.
- 12.5 Increments while on leave
- 12.5.1 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.
- 12.5.2 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.
- 12.6 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 gross taxable salary as determined by clauses 12.2, 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).
- 12.7 Timesheet account of the hours worked will be kept by each employee.

13.0 Part-time employees

- 13.1 Part-time work by an employee is to be paid as a proportion of full-time salary. Full-time salary for the purposes of this clause shall mean the salary for which the run is categorised.
- 13.3 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 private sector work whether as an employee or contractor as a doctor or is undertaking work as a locum.
- 13.4 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.

- 13.5 Each DHB shall commit to a positive process of introducing part-time employment opportunities for RMOs.
- 13.6 The annual leave entitlement for part time employees shall granted on a pro rata basis to their full time Equivalent employment.

14.0 Run description

- 14.1 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 SToNZ and each DHB respectively, and shall include:
- 14.1.1 Details of the application of the description, the District, and the period covered. Given the recent establishment of SToNZ and its new working relationship with the DHBs, run descriptions initially applicable in this MECA shall be as per those held by the DHBs for all RMO positions for the 2017/18 year.
 - 14.1.2 Whether the run is recognised or not as a vocational training position for specialist qualifications by the Medical Council of New Zealand, for registration under HPCAA for general or vocational scopes of practice.
 - 14.1.3 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.
 - 14.1.4 Shall state which clinician the RMO is responsible to for their performance.
 - 14.1.5 Provisions for RMOs training and education which shall include the times and venues of all teaching sessions for first year registration, tutorials, journal clubs.
 - 14.1.6 The training and development of other staff where these form part of a RMOs normal duties.
 - 14.1.7 A description of the specialities and sub-speciality rosters to be included in the job.
 - 14.1.8 Other resident and specialist cover.
 - 14.1.9 Expected average hours of work shall be detailed as follows:
 - a) Average rostered hours per week.
 - b) Average unrostered hours per week.
 - c) Where applicable, average unworked ordinary hours counted under 12.1.2(b) per week.
 - 14.1.10 Periods of leave shall not be used in determining hours worked.
 - 14.1.11 Rosters shall not be rewritten unless there is a permanent change in the number of RMOs on the roster.

14.2 Changes to run descriptions

Principles around change.

The parties agree to progress change consistent with the over-arching principles set out below:

14.2.1 Change process:

- (a) A change proposal shall be in writing, clearly articulate the reasons for the proposed change, and include the relevant information behind the proposal
- (b) The proposal shall include a timeline for discussion and consultation on the proposal with RMOs affected by the change. A reasonable timeframe for the completion of consultation process would be within two months and should avoid the November/December changeover period wherever possible.
- (c) Where held, face-to-face meetings shall be scheduled to allow as many of the RMOs affected by the change to participate. Genuine consideration should be given to issues and alternate proposals arising from the consultation process. It is recognised that good rostering practice should recognise each department's unique requirements. The design of rosters should be a collaborative approach with RMO, SMO, and the employer involvement. Rosters writing should prioritise patient safety, RMO training, and effective service delivery. The aim of the consultation will be to achieve a consensus on the appropriate change. For the purpose of this clause, the parties understand the term 'consensus' to mean general agreement amongst those participating in the process.

14.2.2 Decision Making

Following the completion of the change process, run descriptions shall be changed unless there is disagreement by more than one third (33.33%) of the RMO(s) concerned. For the purposes of this clause, "RMOs concerned" are those whom the change affects at the time it is implemented. Following agreement to the change, a copy of the new Run Description incorporating the change shall be provided to the RMOs concerned and STONZ.

14.2.3 Escalation

The principle is that the resolution of any disagreement around a change proposal should be resolved as close to the affected service as possible and as quickly as possible. If a consensus can't be reached through the change 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 STONZ for further discussion and engagement.

If this cannot resolve the outstanding issue(s), then the parties will seek mediation assistance, having regard to:

- (a) The impact of the change on the quality and safety of patient services;
- (b) issues and concerns raised by RMOs through the consultation process, including any alternate change proposals;

- (c) the impact of the proposed change on RMOs' work-life balance opportunities, including the extent of out-of-hours requirements;
- (d) and the impact on the quality of RMO training, with particular reference to College accreditation guidelines where the change relates to Registrars in a training programme.

Unless otherwise agreed, the change process (including the escalation process) shall be completed within 6 months.

14.2.4 Implementation

The effective date (and terms) of implementation of any change shall be considered as part of the process.

A copy of the new Run Description incorporating the change shall be provided to the RMOs concerned and STONZ

15.0 Additional duties

15.1 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 14.0, or for other purposes the following provisions shall apply:

15.2 An RMO working additional duties shall be remunerated for such duty at a rate no less than that stipulated for each grade as below, and the hour of the day concerned.

Grade	Additional Duty Hourly Rate	
	0800 - 2200	2200- 0800
House Officer	60	90
Senior House Officer	75	115
Registrar	85	130
Senior Registrar	120	180

15.3 For the purpose of the additional duty rates stated, 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.

15.4 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.

15.5 Additional duties are voluntary and paid in addition to normal salary.

16.0 Relief Management

16.1 All employees employed as relievers or working on a reliever roster, are to attend for duty at 0800 as unless otherwise directed in accordance with either the run description or Appendix 2. Should the reliever not be required for the previously rostered duty, in order to meet the operational needs of the employer, the reliever may be reassigned, on a duty by duty basis, to fulfil that operational need provided that they are qualified and skilled to do so. That duty may not be longer than the duration of the previously rostered duty. This provision applies to all relievers.

- 16.2 The employer may put in place appropriate arrangements for the administration of relievers. Arrangements for the uses of relievers are set out in Appendix 2.
- 16.3 Nothing in this clause shall be read as to disallow an existing practice or require an employer to put in place a different arrangement than in place at the time that this MECA is ratified.

17.0 Limits on hours

Preamble:

The parties acknowledge that how work is organised within the service is important to

- (a) Ensuring that RMOs can safely deliver high quality health care to patients and communities as part of a medical and broader clinical team;
- (b) Managing the personal and professional risks to the RMO from fatigue, and maintaining the RMO's work-life balance;
- (c) Ensuring necessary training opportunities to facilitate the RMO to progress into or through their vocational training within the generally accepted timeframes.

Services should be organised to ensure the most appropriate balance of these drivers.

The parties acknowledge that the various vocational colleges or regulatory bodies (such as the Medical Council of New Zealand) may from time to time issue advice or guidelines on the expectation of working hours of trainees to ensure the safe and effective training of RMOs and may make specific or general recommendations as part of their accreditation processes of individual DHB training programmes.

Further, the parties acknowledge the role of the Colleges as the appropriate professional authority on the issues of safe and effective medical training and care and commit to working towards meeting such advice, guidelines or recommendations as a matter of priority.

17.1 Weekly on duty hours limits (services other than EDs and ICUs)

- 17.1.1 The parties will work collaboratively to create rosters with a maximum average of 60 rostered hours per week averaged over a 4 week period.
- 17.1.2 Individual RMOs should not be rostered to work more than 72 hours in any consecutive seven days.
- 17.1.3 Where the requirement of 17.1.2 is not met, and the RMO is rostered on duty in excess of 72 hours in any seven day period, then they shall receive a payment of \$550 for that period providing that.
- 17.1.4 Where the RMO is required to work in excess of 144 hours in a period of 14 consecutive days, then they shall receive a payment of \$1,000. For the purpose of this clause "required" means required by the demands of the service and, for clarity, includes unrostered time on duty. Again, to be eligible for this payment they shall notify the appropriate manager to allow alternative arrangements to be made, when it comes to the RMOs' attention that s/he may break this limit.

17.2 Daily On-Duty Hours Limits (Services other than EDs and ICUs)

- 17.2.1 A period on duty shall not exceed 16 consecutive hours

17.2.2 RMOs 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 a duty where in excess of 10 hours are worked.

However, where it is agreed as part of the run description, a greater number of long days may be rostered in any seven day period, providing that these additional days are each no longer than 12 hours, and that all other limitations on daily and weekly hours are adhered to.

17.2.3 Night shifts of up to 12 hours may be rostered, on the basis that where such shifts operate, there is a corresponding reduction in the length of the long day. The limits in 17.3.5 apply.

17.2.4 Periods of normal rostered duty shall be continuous and except with the prior agreement of the employing District Health Board and the RMO(s) concerned, including as specified in the run description, shall not be less than eight hours. The parties acknowledge the intention to facilitate part-time employment and nothing in this clause shall preclude arrangements that meet both the individual RMO and the DHBs’ needs in such situations.

17.2.5 Only one period of normal rostered duty shall be worked in any one day. Note: this does not exclude the operation of consecutive periods of night shifts where one duty ends and the next duty starts on the same day.

17.2.6 If during the terms of this Agreement a DHB seeks to introduce a combined period of “on call” and “on duty: that exceeds 16 consecutive hours this may be done by agreement between the DHB and the affected RMOs in accordance with clause 14.2 provided that in considering such an extensions, priority shall be given to the adequacy of sleep and rest available to the RMO(s) concerned.

Agreement to such extensions shall not be unreasonably withheld.

17.3 Limits on consecutive duties (services other than EDs and ICUs)

17.3.1 No employee shall be on duty or on call more than 12 consecutive days without a rostered uninterrupted rest period officially off duty of at least 48 hours before commencing the next period of duty, or a minimum 24 hours continuous period of rest per seven day period depending on the roster concerned

17.3.2 No RMO shall be rostered for more than 4 consecutive night shifts.

17.3.3 Except that, an RMO may be rostered for up to 7 consecutive night shift if it is agreed with the RMOs working the rosters that there is regular opportunity for rest and/or sleep during nights shifts. Where so rostered the RMOs and the service need to monitor the demands on night shift and if there is a pattern of increasing activity or reduced opportunity for rest/sleep then the limits above will need to be adhered to.

17.3.4 Where 12 hour night shifts are rostered, the exception in 17.3.3 cannot be utilized and no more than four consecutive nights may be rostered for any RMO. Note the 72 hour limit in clause 17.1.2 applies.

17.3.5 Employees shall have, as a minimum, every second weekend completely free from duty. Except that at Bay of Plenty, Nelson-Marlborough, Southern (in respect of Invercargill Hospital), Whanganui, Taranaki, and Mid Central DHBs RMOs shall not be required to work more than one weekend in three.

17.3.6 At Lakes DHB, RMOs shall not be required to work more than one weekend in three, except that:

- (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.

17.3.7 Notwithstanding 17.3.5 and 17.3.6, two consecutive weekends can be rostered to work but no more than once in every 5 or 6 weekends (where a one-in-two limit applied) or 6 or 7 weekends (where a one-in-three limit applies), with the balance of weekends completely free from duties.

17.3.8 The parties acknowledge the aspiration of having rosters that require RMOs to work no more than one in three weekends.

17.4 Minimum breaks between duty (services other than EDs and ICUs)

17.4.1 In an effort to minimise the risks of fatigue, the parties will aim to provide a minimum 12 hours continuous break during any given 48 hour period, and avoid periods of duty exceeding 12 hours for more than two sequential days.

17.4.2 A minimum break of eight consecutive hours off duty shall be provided between any two periods of duty of a full shift or more. Periods of full shift or more include:

- (a) Rostered duty (and including any continuous period of time worked beyond the rostered shift end); or
- (b) Any shift worked as an additional duty; or
- (c) A call back duty of at least eight continuous hours.

If a break of at least eight continuous hours cannot be provided between periods of qualifying duty a penalty payment \$160.00 on each such occasion which shall be paid to the employee concerned.

17.4.3 If a call-back of less than a continuous eight hour period is worked between two other qualifying periods of work, a break of eight continuous hours must be provided either before or after the call-back. If such a break has been provided before the call-back it does not have to be provided afterwards as well. Where the break is not provided the penalty in 17.4.2 shall be paid.

17.4.4 For clarity, the minimum break is not interrupted where an RMO is asked to provide advice over the telephone, but is not required to return to the workplace.

17.4.5 Alternate arrangements may be agreed between the individual RMO and the DHB in lieu of the penalty in 17.4.2 to ensure the employee has sufficient recovery time, including a late start or an early finish (with no loss of ordinary pay).

17.4.6 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 4 night duties or more.

Employees working three night duties or less shall be given a minimum break of the calendar day upon which the employee ceased the last night duty plus a further one calendar day free from rostered duty.

Days off provided in accordance with this sub clause will not be deemed as working days for the purposed of section 47 of the Holiday Act 2003.

17.5 Hours of work limits – EDs and ICUs

The following limits on hours of work shall apply to ED and ICUs (NOTE: For the purpose of clarification clause 17.2.4 and 17.2.5 shall also apply):

17.5.1 In urban DHB EDs or, where agreed between the service and the affected RMOs in accordance with clause 14.2 in non-urban DHB EDs the following shall apply:

- (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.
- (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.

17.5.2 In EDs not covered by the above clause:

- (a) 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.
- (b) No RMO so employed shall be rostered for a continuous period exceeding 10 hours inclusive of meal breaks.
- (c) An RMO so employed shall receive a minimum break of nine consecutive hours between periods on duty

17.5.3 In urban DHBs ICUs or, where agreed between the service and the affected RMOs in accordance with clause 14.2, non-urban DHBs ICUs or equivalent, the following shall apply:

- (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
- (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

17.5.4 Unless agreed to the contrary between the service and the affected RMOs in accordance with clause 14.2, employees working in ED or ICU shall not have more than 33% of their duties allocated as night shifts.

17.6 Shift work rostering:

17.6.1 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) In other cases only by agreement affected RMOs in accordance with clause 14.2.

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

17.6.2 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.

17.7 Adequate handover time shall be provided between shifts.

18.0 On call

18.1 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.

18.2 When an employee has completed their rostered duty hours and is thereafter required to perform clinical duties, 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 additional duties rates as provided in clause 15.

18.3 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 a 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.

18.4 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.

18.5 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, the minimum allowance payable for the associated hours on call shall be \$25.00 per hour in place of the amount specified in clause 18.1. This does not apply in the case of an agreed “RMO initiated swap”.

18.6 Where the employer requires the employee to participate in an on call roster:

18.6.1 The employer shall make available a cell phone or half the cost of a cell phone rental shall be reimbursed to the employee by the employer.

18.7 Provided further that:

18.7.1 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.

18.7.2 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 the standard IRD rate.

18.8 Telephone Advice When On Call

18.8.1 Where an employee is rostered on an on-call roster and receives a work-related telephone consultation where the issue can be resolved over the telephone, and that does not result in on site attendance, they shall be entitled to payment for a minimum one hour period at the appropriate additional duty rate set out in clause 15.

18.8.2 In order to be eligible for payment, each call must be logged and include a file/case note recording relevant details and advice.

18.8.3 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.

18.8.4 Any run where the payment for telephone call is factored in to the calculation of run category per clause 18.3 shall not be eligible for this payment.

19.0 Fatigue management

19.1 The parties recognise the need to develop a fatigue management strategy in the interests of patient safety, employee wellbeing and the optimisation of performance in the context of both training and service provision.

19.1.1 The parties agree that rosters require ongoing audit and amendment to minimise the risk of fatigue.

19.2 Given the paucity of research available that is directly applicable to the context of training doctors, the employer agrees to support STONZ in undertaking audit and research to provide an evidence based model for fatigue management within the New Zealand healthcare system.

19.3 Employees who have worked a long day, nightshift, or on-call shift may request, at expense of employer, for a taxi home and back to the workplace the following day if they believe they are so fatigued that it compromises their safety.

19.4 Health and Safety is a dual responsibility between employer and employee. Employees have a duty to ensure that they manage their fatigue risks by accessing annual leave appropriately and to ensure that their leisure time activities allow for appropriate rest and recreation between periods of duty.

The employee agrees to participate, during working hours, in programmes, tools or resources for fatigue mitigation or management that the employer may provide or make available from time to time.

20.0 Meal periods and rest breaks

- 20.1 Except when required for emergency work, no employee shall be required to work for more than five hours continuously without being allowed a protected meal break of not less than half an hour.
- 20.2 No deduction is to be made from hours on duty for meal breaks taken within the hospital.
- 20.3 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.
- 20.4 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employing DHB.
- 20.5 Every RMO required to be on duty over a recognised meal period shall be entitled at the employer's expense, to a meal. Employees working a long day shall have an entitlement to two meals. The parties recognise that an employer has the right to put reasonable specifications on what an RMO may receive as part of the meal entitlement. Any such specifications shall be developed in consultation with STONZ.

21.0 Cover for leave

- 21.1 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.
- 21.2 Rosters shall not be rewritten once published unless there is a permanent change on the numbers of RMOs on the roster (and the majority of remaining RMOs concerned agree to it) nor be written to incorporate cover for leave except as provided in clause 21.3.
- 21.3 Cover for leave may be provided:
 - 21.3.1 By relievers.
 - 21.3.2 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 15 (additional duties).
 - (b) Where an additional rostered period of call is worked the provisions of clause 15 will apply in respect of actual hours worked, subject to the provisions of clause 18.
- 21.4 Leave Abutting Weekends
 - 21.4.1 When an RMO is on annual leave on the days immediately before or after a weekend she/he cannot be required to work the weekend(s).
 - 21.4.2 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.
 - 21.4.3 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.

21.4.4 This clause may also apply to other forms of leave – e.g. medical education leave – depending on the specific circumstances.

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

21.5 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.

21.6 Once approved, leave cannot be revoked by the employer under any circumstance.

22.0 Cross cover

22.1 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 an additional \$165 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.

22.2 Where there is a roster vacancy for any reason outside of ordinary hours (as per Clause 4.1), it is the responsibility of the employer to arrange cover by an at least equivalent replacement suitably qualified medical practitioner. For the sake of clarity:

22.2.1 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

22.2.2 Not in any circumstances should it be left to the remaining RMOs rostered on during the period to cover the absent employee's duties in addition to their own.

23.0 Public holidays

23.1 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
- The calendar day 2 January
- Waitangi Day
- ANZAC Day
- Good Friday
- Easter Sunday
- Easter Monday
- Sovereign's Birthday
- Labour Day
- Anniversary Day as applicable
- The calendar day 25 December
- The calendar day 26 December

23.2 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.

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.

23.3 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 12.2 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. The on-call allowance rate shall be paid at T1/2 on public holidays.

23.4 Public holidays falling during leave or time off

23.4.1 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.

23.4.2 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.

23.4.3 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.

23.4.4 Off duty day

Except where the provisions of 23.4.1 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. For clarity, a rostered employee is an RMO who is working a full rotating shift pattern where the salary category is determined in accordance with the clause 12.1.2(a).

24.0 Time off in lieu of public holidays (alternative holiday)

24.1 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, except that if the lieu day is proposed to be taken on a day where the RMO is rostered on a long day, a night duty, or a weekend duty, 28 days' notice must be provided, 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.

25.0 Annual leave

25.1 Entitlement

Employees shall be granted six weeks' annual leave in respect of each leave year to be paid in accordance with the Holidays Act 2003.

The provisions of the Parental Leave and Employment Protection Act 1987 in relation to annual leave shall apply.

25.2 Conditions:

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

25.2.2 Within two weeks of receipt of a written application for planned leave from an employee, the employer must respond in writing confirming approval for the leave or stating the reasons leave is unable to be granted. Where a response is not provided the leave should be presumed to have been approved.

25.2.3 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.

25.2.4 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.

25.2.5 Where an employee resigns from a DHB the employee's untaken annual leave at the time of resignation shall be paid out in accordance with the Holidays Act. Except that where an employee is commencing employment with another District Health Board within one month the employee may elect to have the annual leave balance at the time of resignation to a maximum of one year's entitlement credited to the employee's entitlement with their new employer. Where an employee does not expressly elect to have their accrued leave credited to the employee's new entitlement then they will be paid out their leave balance at the time of resignation.

25.3 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.

26.0 Sick leave

In applying the provisions of this clause the parties note:

- their agreed intent to have healthy staff and a healthy workplace;
- that staff attending work unwell is to be discouraged and the focus is on patient and staff safety;
- that they wish to facilitate a proper recovery and a timely return to work;
- and that staff can have sick leave and domestic absences calculated on an hourly basis.

26.1 On appointment to a DHB, a full time employee shall be entitled to ten (10) working days leave for sick or domestic purposes during the first twelve months of employment, and up to an additional ten (10) working days for each subsequent twelve month period. The entitlement shall be pro-rated for part time employees except that a part-time employee shall receive no fewer than five (5) working days paid sick leave for the first twelve months of employment and a minimum of five (5) additional working days for each subsequent twelve month period. The employee shall be paid as prescribed in the Holidays Act 2003. A medical certificate may be required to support the employee's claim

26.2 An employee who ceases employment at one DHB and commences employment at another DHB may transfer to their new employment a maximum of up to 20 days (at their normal/ordinary rate of pay, T1) of their unused sick leave entitlement from their previous DHB employment, provided that any break in service between finishing at their previous DHB and commencing employment at the new DHB is not more than one calendar month.

Any unused sick leave entitlement that is transferred shall be in addition to the sick leave entitlement the employee will receive on commencement of employment with the new DHB under clause 26.1, and shall not impact on their anniversary date for future sick leave entitlements.

26.3 In the event an employee has no entitlement left, they may be granted an additional 10 days per annum. In considering the grant of leave under this clause the employer shall recognise that discretionary sick and domestic leave is to ensure the provision of reasonable support to staff having to be absent from work where their entitlement is exhausted. Requests should be considered at the closest possible level of delegation to the employee and in the quickest time possible, taking into account the following:

- The employee's length of service
- The employee's attendance record
- The consequences of not providing the leave
- Any unusual and/or extenuating circumstances

Reasons for a refusal shall, when requested by the employee, be given in writing and before refusing a request, the decision maker is expected to seek appropriate guidance.

Leave granted under this provision may be debited as an advance on the next years' entitlement up to a maximum of 5 days.

26.4 At the employer's discretion an employee may be granted further anticipated sick or domestic leave. Any anticipated leave taken in excess of an employee's entitlement at the time of cessation of employment may be deducted from the employee's final pay.

26.5 Where an employee is suffering from a minor illness which could have a detrimental effect on the patients or other staff in the employer's care, the employer may, at its discretion, either:

- 26.5.1 Place the employee on suitable alternative duties; or
 - 26.5.2 Direct the employee to take leave on full pay. Such leave shall not be a charge against the employees sick and domestic leave entitlement.
- 26.6 The employee can accumulate their unused sick leave entitlement from year to year.
- 26.7 The provisions of this clause are inclusive of the special leave provisions of the Holidays Act 2003.
- 26.8 Domestic leave as described in this clause is leave used when the employee must attend a dependent of the employee. This person would, in most cases, be the employee's child, partner or other dependent family member.
- 26.8.1 It does not include absences during or in connection with the birth of an employee's child. Annual leave or parental leave should cover such a situation.
 - 26.8.2 At the employer's discretion, an employee may be granted leave without pay, where the employee requires additional time away from work to look after a seriously ill member of the employee's family.
 - 26.8.3 The production of a medical certificate or other evidence of illness may be required.
- 26.9 Sickness during paid leave:
- When sickness occurs during paid leave, such as annual leave, the leave may be debited against the sick leave entitlement, (except where the sickness occurs during leave following the relinquishment of office) provided that:
- 26.9.1 The period of sick leave is more than three days and a medical certificate is produced.
 - 26.9.2 In cases where the period of sickness extends beyond the approved period of annual leave, approval will also be given to debiting the portion, which occurred within the annual leave or long service leave period, against sick leave entitlement, provided the conditions in 26.9 and 26.9.1 above apply.
 - 26.9.3 Annual leave may not be split to allow periods of illness of three days or less to be taken.
- 26.10 During periods of leave without pay, sick leave entitlements will not continue to accrue.
- 26.11 Where an employee has a consistent pattern of short term Sick Leave, or where those absences are more than 10 working days/shifts or more in a year, then the employee's situation may be reviewed in line with the DHB's policy and Sick Leave practices. The focus of the review will be to assist the employee in establishing practical arrangements to recover from sickness or injury.
- 26.12 Where an employee is incapacitated as a result of a work accident, and that employee is on earnings related compensation, then the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation. This payment shall be taken as a charge against Sick Leave up to the extent of the employee's paid sick leave entitlement. The employer may agree to reimburse employees for treatment and other expenses or for financial disadvantage incurred as a result of a work related accident. This agreement will be on a case by case basis.
- 26.13 For non-work-related accidents, where the employee requests, the employer shall supplement the employee's compensation by 20% of base salary and this shall be debited against the employee's sick leave up to the extent of the employee's paid sick leave entitlement.

27.0 Bereavement/Tangihanga leave

27.1 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) or attending hura kōhatu /unveiling. The length of time off shall be at the discretion of the employer.

27.2 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 27.1 above. This provision will not apply if the employee is on leave without pay.

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

28.0 Parental leave

28.1 Parental Leave

28.1.1 Parental leave shall be granted in accordance with the Parental Leave and Employment Protection Act 1981.

Except that employees in their first twelve months of employment may apply for parental leave of up to six months duration. Such leave shall be applied for and granted as per the Parental Leave and Employment Protection Act 1981.

28.1.2 Guidelines: Please note the matters below are intended by way of general guidance only and it is not intended to add to the rights or obligations as provided by the governing Act. Employees should seek the advice of their manager, STONZ, or Employment New Zealand (<https://www.employment.govt.nz/leave-and-holidays/parental-leave> or 0800 20 90 20) in applying for parental leave.

Parental Leave is up to a maximum of 52 weeks, depending upon length of service for each couple excluding any period of paternity leave.

(a) Obligations of employee:

The employee must give a minimum of three months written notice to the employer prior to the expected date of delivery. Such notice shall contain a certificate from their medical practitioner or LMC stipulating that the employee or the employee's partner is pregnant and the expected date of delivery. The notice shall also stipulate the period for which the employee is seeking to take as leave.

If the employee is adopting a child whose age is less than five then the employee must notify the employer of such and their intention to take parental leave within fourteen days of receiving notification of the adoption or placement of the child to them. Note: this does not require the employee to give a minimum notice of their intention. Notice of actual placement and the need to commence parental leave may be less than two weeks.

In both such instances the employee must provide the date of delivery or adoption and the period for which the employee is seeking to take as leave.

Date of return that he or she intends to return to their employment.

Generally, any early return to workplace or any change to the terms and conditions of employment on the return to workforce must be with the agreement of both employer and employee.

(b) Obligations of employer:

Within 3 weeks of receiving an application for parental leave the employer notify in writing the employee of their entitlement to parental leave and whether their position will be kept open.

Subject to the position not being both a key position and one it which is not practical to employ someone on a fixed term agreement as a replacement then the employer shall keep the employee's position open for them on their return to work.

Recognise the employee's service as being continuous on their return to work.

Ensure the employee's terms and conditions remain the same.

28.2 Paid Parental Leave

(a) Primary Care Giver:

Where an employee takes parental leave under this clause, meets the eligibility criteria in 28.1.1 (i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (pro rata if less than full-time) for a period of up to 14 weeks.

The payment shall be made at the commencement of the parental leave and shall be calculated at the ordinary (pro rata if appropriate) applicable to the employee immediately prior to commencement of parental leave. Except where an employee, on medical advice and with the consent of the employer, elects to work reduced hours at any time prior to the taking of leave, then the calculation of payment for the parental leave shall be based on the proportion of full-time employment immediately prior to any such enforced reduction in hours.

The payment shall be made only in respect of the period for which the employee is on parental leave and in receipt of the statutory payment if this is less than 14 weeks.

(b) Non-Primary Care Giver:

An employee, who is not primary caregiver, shall be granted paid leave of up to two weeks on their ordinary salary. Such leave shall be continuous and shall be taken within a period commencing three weeks prior to the expected date of delivery (adoption) and ending three weeks after the actual date of delivery (or adoption). Variations to this period may be agreed between the employee and the employer in order to meet the special needs of the child such as premature birth or placement prior to adoption. An employee availing him or herself of this entitlement shall not be eligible for paid parental leave pursuant to sub-Clause (a) above.

28.3 Breastfeeding Facilities & Breaks

- (a) Employees have a right to require, as far as it is reasonable and practicable to do so in the circumstances, to appropriate facilities in the workplace to undertaking breastfeeding in the workplace. In providing a facility, consideration should be given for privacy, comfort, proximity to normal place of work duties, and access to refrigeration for expressed milk if necessary.
- (b) An employee is entitled to reasonable breaks without deduction from pay in order to breastfeed. The timing of such breaks, should subject to the requirements of the infant or the person breastfeeding, endeavour to align with paid or unpaid breaks.
- (c) Breastfeeding encompasses the expressing of breast milk.

28.4 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 medically advised by the employee's lead maternity carer), no night shifts shall be worked.
- (b) From 32 weeks of pregnancy (or earlier if medically advised 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 medically advised by the employees lead maternity carer), no acute clinical workload shall be allocated.

28.4.1 Employees reducing hours as provided for in this clause above shall have their salary reduced in a manner to reflect their reduced workload in accordance with what would have been their expected roster but for the pregnancy.

29.0 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.

30.0 Jury service leave

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

30.2 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).

30.3 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 DHB but may retain expenses.

30.4 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.

31.0 Expenses payable to House Surgeons & Registrars training away from their base hospital

31.1 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.

31.2 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 the mileage rate in clause 28.8 is to be paid.

31.3 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 DHB 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.
- (b) 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.
- (c) If furnished DHB 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.
- (d) 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.

31.4 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.

31.5 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 \$45 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 33.2 of this Agreement.

31.6 Accommodation for employees without a family

As a general rule employees without a family are to be offered accommodation in the DHB's staff quarters at the normal rates. If 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 clause 32.

31.7 Responsibility for costs

The employing DHB to which the RMO 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.

31.8 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.

32.0 First appointment as House Surgeon: removal expenses

32.1 Employees taking up their first appointment as whole-time house officers are entitled to removal and related expenses as specified below from the location of the New Zealand medical or clinical school to which they were last attached.

In all cases, the refund of expenses to house officers 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 officers appointments for the first time from dental, medical or clinical school.

32.2

Expenses payable are:

- (a) Half surface or air fares for self and any family as agreed with their employing DHB;
- (b) actual and reasonable expenses to cover meals, accommodation etc. at the start,
- (c) during and at the end of the journey, for up to eight days if necessary, for the employee and their family if applicable;
- (d) half cost of removal of furniture and effects; and

- (e) actual legal expenses of up to \$1,500 if an appointee has to shift the family to a new location and sells the house or buys one within 12 months of appointment.

33.0 Transfer expenses

The employing DHB to which the medical officer is transferred is to meet the costs of the relevant expenses and allowances as provided below.

33.1 Employees are entitled to the reimbursement of transfer expenses as set out in the following provisions where:

- (a) they are appoint to their first Registrar position from a House Officer or Senior House Officer position
- (b) they are first accepted into a vocational training programme and appointed to a college recognised training post
- (c) as a Registrar, they 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.
- (d) They are transferred to another DHB at the direction of their employer

For the purposes of 31.1(c) above, 'required' means at the direction of the relevant vocational training programme either through explicit placement into a training position at a DHB or in order to meet specific training requirements of that programme.

33.2 Definitions

33.2.1 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 18 years who is a dependent of the employee;
- (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.
- (e) household effect excludes:
 - i. all articles not part of the employee's own household;
 - ii. buildings (other than small easily dismantled structures, which are not garages), building structural materials, garden seats and large radio and television masts;

- iii. large workshop machinery, large engines, large cultivating machinery and garden rollers;
- iv. boats (other than those towed on trailers);
- v. livestock (other than household pets) and beehives;
- vi. motor and towed vehicle

33.3 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).

33.4 Travel expenses

Payment of expenses during travel to and on arrival at the new location, on production of receipts. 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.

33.5 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:

Period of time	Reimbursement
First two weeks	Actual & reasonable accommodation costs; and \$54.50 per 24 hour period for meals; and Incidentals allowance of \$7.25 per day
Third & fourth weeks	Actual & reasonable accommodation costs; and \$40.91 per 24 hour period for meals; and Incidentals allowance of \$7.25 per day
Second month	Two-thirds of the amount reimbursed in the fourth week
Third to sixth months	One-third of the amount reimbursed in the fourth week

33.6 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.

33.7 Expenses arising from buying and selling homes and land

33.7.1 An employee who meets the requirements of clause 31.1 is eligible for reimbursement of expenses related to the sale and purchase of property on the following basis :

Property	RMO sells only	RMO sells and buys

Undeveloped land / section at former location	Reimbursement of actual expenses of: <ul style="list-style-type: none"> • up to \$1,918 Real Estate Agent's Commission; and • up to \$471 in legal fees 	Reimbursement of actual expenses of up to a maximum of \$3,633 for the sale and purchase
House they were living in at former location	Reimbursement of actual expenses of: <ul style="list-style-type: none"> • up to \$899 in legal fees; and • up to \$6,078 Real Estate Agent's Commission or • up to \$631 of advertising costs if the house is sold without the service of a Real Estate Agent (receipts must be produced) 	Reimbursement of actual aggregated legal and Real Estate Agent's commission expenses of up to a maximum of \$10,816

33.7.2 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 to qualify for the reimbursements above, evidence must be produced that the employee has previously owned, occupied and sold a house at the former location_or previously owned and sold land. Sales and purchases (as applicable) must be completed within two years of the date of transfer.

33.7.3 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 \$2,532.00

33.8 Transfer grant

33.8.1 When employees are transferred at the employer's expense and are required to shift the household, a transfer grant of \$750 shall be paid. 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, a \$270 grant shall be paid.

34.0 Travelling allowance

34.1 employees who are travelling for approved work-related purposes may claim the following allowance/reimbursements:

Expense	Where the employee is travelling and not staying privately	Where the employee is travelling and is staying privately
Accommodation	Reimbursement of costs on an actual and reasonable basis may be claimed (receipts required)	Up to \$31.12 per night (no receipts required)
Meals	\$56.17 per full 24-hour period spent in travelling, or part day of over 10 hours; or \$23.76 for a period of up to 10 hours; Except costs on an actual and reasonable basis must be claimed where the accommodation tariff includes some or all meals.	\$28.09 per day or part day
Incidentals	\$7.25 per day or part of a day	\$7.25 per day or part of a day

34.2 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).

35.0 Relieving allowance

35.1 Reimbursement of accommodation, meal and incidental expenses for employees performing relieving duty will operate in the same manner as specified as above. Where an employee is undertaking an approved period of relieving duties which requires them to stay for a period of more than 14 consecutive nights at a location other than their normal place of residence, the RMO may claim the following allowances/reimbursement:

Expense	Where the employee is travelling and not staying privately	Where the employee is travelling and is staying privately
Accommodation	Reimbursement of costs on an actual and reasonable basis may be claimed (receipts required)	Up to \$31.12 per night (no receipts required)
Meals	\$42.14 per day (see cl.35.2)	\$21.06 per day or part day
Incidentals	\$7.25 per day or part of a day	\$7.25 per day or part of a day

35.2 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 (\$59.90 per day).

35.3 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.

36.0 RESERVED

37.0 RESERVED

38.0 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 RMOs 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.

This clause does not require DHBs to retrofit existing facilities to meet such requirements; however DHBs must 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.

39.0 Health and safety

The employer shall comply with the provisions of the Health and Safety at Work Act 2015 and associated Regulations, concerning safety, health and welfare matters. The parties agree that employees should be reasonably protected from any safety and health risks arising in the workplace.

- 39.1 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.
- 39.2 Where safety equipment is required, it is the responsibility of employees to ensure it is appropriately utilised.
- 39.3 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.
- 39.4 It is the responsibility of the employer to systematically identify and address any workplace hazards, which may affect the safety of employees.
- 39.5 Where there is a concern regarding the safety of employees, employees have the right to contact SToNZ for advice on their rights and obligations under the Health and Safety at Work Act 2015. .
- 39.6 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. Such committee may form part of any existing union-employer body.
- 39.7 The committee established under clause 39.6 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.

40.0 Personal information

40.1 No information contained in an employee's personnel files shall be disclosed in whole or in part to external parties without the individual employee's written consent, except in accordance with requests from SToNZ 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.

40.2 The parties acknowledge that the sharing of information between employing DHBs may be undertaken to establish an employee's entitlement to any specific entitlements that any an employee may seek or claim under this agreement or applicable statute

41.0 Bullying and harassment

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.

42.0 Employment relations problem solving

42.1 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.

42.1.1 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
- (c) his/her disadvantage by some unjustifiable action by the employer; or
- (d) has been discriminated against in his/her employment; or
- (e) has been sexually harassed in his/her employment; or
- (f) has been racially harassed in his/her employment; or
- (g) has been subjected to duress in relation to union membership.

42.1.2 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).

42.1.3 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.

42.1.4 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.

42.2 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.

42.3 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.

43.0 Stop work meetings

43.1 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).

43.2 STONZ shall give the employer at least 14 days’ notice of the date and time of any stop work meeting.

- 43.3 SToNZ 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.
- 43.4 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.
- 43.5 Only employees who actually attend a stop work meeting shall be entitled to pay in respect of that meeting and to that end SToNZ 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.

44.0 Access by representative

The secretary or other authorised officer of the Specialty Trainees of New Zealand 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 SToNZ a list of the names and run allocation of employees covered by the coverage clause of this agreement, when requested by SToNZ but no more frequently than every three months.

45.0 Protection in the event of contracting out, transference or sale of part of all of the business of the employer

- 45.1 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:
- 45.2 If the party to whom the business or part thereof is transferred, sold, or contracted out (for the purposes of this clause 45.0, 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.
- 45.3 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 SToNZ the terms and conditions of a redundancy agreement which shall apply to the affected RMOs.
- 45.4 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 11.1 and clauses 45.2 and following) and the statutory provisions as contained in clauses 24, 25 and 26 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.

46.0 Payment of union fees

The employer shall deduct the cost of Union fees from the wages/salaries of employees when authorised in writing by members and shall remit such subscriptions to SToNZ at agreed intervals. A list of members shall be supplied by SToNZ to each DHB on request.

47.0 Termination of employment

47.1 Employees shall be given at least three months' notice of termination of employment and shall give three months' notice of resignation.

47.2 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. Reg to Reg; 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.


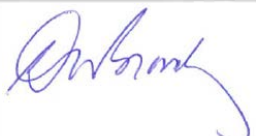
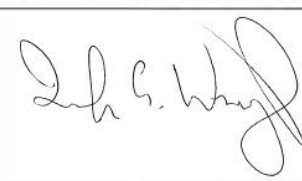



The rest of clause 47 will not be disrupted by this provision.

47.3 This period of notice may be varied by agreement between the employer and the employee. Where an RMO is taking up a more senior post on a permanent basis within Australasia this three month notice period may be reduced where the offer from the next employer has a commencement date that does not allow the RMO to provide three months' notice. . However, the RMO must advise their employing DHB that they have been offered employment at their new employer as soon as possible and the RMO has an obligation to provide as much notice as reasonably feasible.

47.4 The employer may summarily terminate the employee's employment for serious misconduct. Any such termination shall be in accordance with the employer's policies and procedures.

48.0 Term of Collective Agreement

The term of this collective agreement shall be from 10th December 2018 to 9th December 2020.

SIGNATORIES	
AUTHORISED representative of the Surgical Trainees of New Zealand:	
 H - LASH 28/11/18	113 SPORTS ROAD SEAWAN CHRISTCHURCH 021 585 466
Dr Heath Lash Chairman	
AUTHORISED representative of the District Health Board	
	
Nick Chamberlain Chief Executive Officer Northland District Health Board	Dale Bramley Chief Executive Officer Waitemata District Health Board
	
Ailsa Claire Chief Executive Officer Auckland District Health Board	Fepulea'i Margie Apa Chief Executive Officer Counties-Manukau District Health Board
	
Derek Wright Interim Chief Executive Officer Waikato District Health Board	Helen Mason Chief Executive Officer Bay of Plenty District Health Board
	
Ron Dunham Chief Executive Officer Lakes District Health Board	Rosemary Clements Chief Executive Officer Taranaki District Health Board
	
Jim Green Chief Executive Officer Tairāwhiti District Health Board	Kevin Snee Chief Executive Officer Hawke's Bay District Health Board

AUTHORISED representative of the District Health Board (Continued):	
	
Russell Simpson Chief Executive Officer Whanganui District Health Board	Kathryn Cook Chief Executive Officer MidCentral District Health Board
	
Julie Patterson (Interim) Chief Executive Officer Capital & Coast District Health Board	Adri Isbister Chief Executive Officer Wairarapa District Health Board
	
Dale Oliff (Acting) Chief Executive Officer Hutt Valley District Health Board	Peter Bramley Chief Executive Officer Nelson/Marlborough District Health Board
	
David Meates Chief Executive Officer Canterbury District Health Board	David Meates Chief Executive Officer West Coast District Health Board
	
Nigel Trainor Chief Executive Officer South Canterbury District Health Board	Chris Fleming Chief Executive Officer Southern District Health Board

APPENDIX 1: 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 a RMO's 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 – e.g. 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

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.

APPENDIX 2: Relief Management

1.1 Subject to the RMO giving reasonable notice to the employer in terms of planned leave, 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.

1.2 Leave areas – RMO MECA outline of entitlements

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

1.3 Planned vs unplanned leave

1.3.1 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 except as provided for within this appendix and clause 16.1.

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 in circumstances that:
 - (a) 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.
 - (b) where a planned leave reliever is not allocated to cover planned leave they can be allocated to report for duty relief. Clause 4 of the report for duty 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 may need to be provided to cover that RMO's rostered day duties where night shifts are not covered internally as a regular predictable part of the rostering pattern.
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 officers 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 officers 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 they shall be paid in accordance with clause 12.1.3 & 12.1.4.).

1.3.2 Short Notice

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 officers and medical registrars are examples where this method of short notice relief is 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 14 days' notice of any weeks so allocated to them.

3. Short notice relievers are to provide cover for absent RMOs as a result of sickness, bereavement, other short notice leave requirements, but may be used for other gaps as necessary.
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 or Monday. 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 as a planned leave reliever.
14. Priority for cover provided by short notice relievers shall be as follows:
 - Night cover
 - Acute take and long days

1.3.3 Report for duty

In the circumstances where the DHB chooses to include this component into the relief schedules and or rosters, the system outlined below is to be adopted.

1. Report for duty leave relievers are allocated in one of two ways.
 - (a) *Relief Pool* – Report for duty leave relievers are added to the relief pool and each member of the relief pool is allocated to report for duty relief for periods of time.
 - (b) *On a Run* - Each of the RMOs on a run or group of runs each takes a turn at report for duty relief. During this period the RMO is identified as the report for duty reliever and the provisions relating to report for duty relief apply to them. An additional reliever must be supplied to the relief pool to provide cover for the RMO on report for duty relief.
2. Where DHBs implement report for duty relievers, planned leave relievers that have not been required to cover planned leave will be allocated as additional report for duty relievers.
3. All RMOs providing report for duty relief must have at least 14 days' notice of their roster.
4. Report for duty relievers report for duty at the normal start time of the duties for the services they cover. In the first instance, they cover short notice absences and if there is no short notice absence to cover the report for duty reliever provides additional support for teams experiencing high workloads due to acute fluctuations.
5. Limits on hours apply to report for duty relievers.
6. Salary: Report for duty relievers shall be paid as a planned leave reliever.

Appendix 3: Transition Provisions.

The following transitional provisions apply to the introduction of this Agreement.

One - off Lump Sum Payment

A lump sum payment of \$2,000 shall be made to all RMOs who are SToNZ members as at 10 December 2018. Further, this payment also applies to RMOs who join SToNZ after 10 December 2018 who have been continuously employed by a DHB from 1 March 2018 to 9 December 2018 and who have not received a lump sum payment under any other employment agreement. The payment will be pro-rated for part time employees and excludes those who work on a casual basis.

Translation to the Salary Categories in Clause 12

1. SToNZ members, shall translate to the category step in terms of years' service and hours of work as their previous employment agreement, except as specified in paragraph 2 below.
2. Where a run category that a SToNZ member is working is impacted by the operation of clause 12.1.2(b), then the following will apply.
 - (a) The employer will apply the new formula to each SToNZ member's roster to determine the applicable salary category under this employment agreement.
 - (b) When applying the formula in that agreement and including the impact of the deduction model, where this results in a lower salary than would have applied under the employee's previous employment agreement, the employer will maintain the employees former higher salary, less any applicable deductions under the employee's former employment agreement, until the employee moves to a different run description, or the employee's salary under this SToNZ MECA exceeds the former salary. In determining when a salary is higher than the previous salary, the employer shall include the application of increments and all other salary changes.
 - (c) The employer and the employee may agree to the employee working days that would otherwise have been rostered days off and these worked days will be factored into the salary category calculation. Additional Duties rates do not apply.
 - (d) Further, if the application of the formula under this employment agreement results in the same salary category as applied using the formula under the employee's previous employment agreement the employer may require that the rostered days off are worked subject to mitigation of any safety concerns raised by the employee. Additional duties rates do not apply

Sick Leave

Members of SToNZ will retain their existing sick leave balance as at either 10 December 2018 or from the date they join SToNZ if this is after 10 December 2018. They will become entitled to their first 10 days under this Agreement on the anniversary of their appointment.

Parental Leave.

The paid parental leave provisions under this Agreement shall only apply from to parental leave commenced on or after 10 December 2018. For members employed before that date their former entitlement shall apply.

Any RMO joining SToNZ after 10 December 2018 who is on Parental Leave at the time of joining shall retain their former entitlement to paid parental leave and not the provisions of this Agreement.