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
TAIRAWHITI DISTRICT HEALTH BOARD
TARANAKI DISTRICT HEALTH BOARD
HAWKES BAY DISTRICT HEALTH BOARD
WHANGANUI DISTRICT HEALTH BOARD
MID-CENTRAL 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
OTAGO DISTRICT HEALTH BOARD
SOUTHLAND DISTRICT HEALTH BOARD

RDA

NEW ZEALAND
RESIDENT DOCTORS'
ASSOCIATION

COLLECTIVE AGREEMENT

29 August 2008 – 31 December 2009

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DISTRICT HEALTH BOARDS
NZ RESIDENT DOCTORS' ASSOCIATION
COLLECTIVE AGREEMENT

1.0 PARTIES AND COVERAGE

1.1 The parties to this Collective Agreement shall be:

(a) Northland District Health Board, Waitemata District Health Board, Auckland District Health Board, Counties Manukau District Health Board, Waikato District Health Board, Bay of Plenty District Health Board, Lakes District Health Board, Tairawhiti 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, Otago District Health Board and Southland District Health Board; hereinafter referred to individually as the "employer" and collectively as "DHBs".

(b) The New Zealand Resident Doctors Association hereinafter referred to as "NZRDA" or the "union".

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

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

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

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

2.0 INTERPRETATIONS

"CEO" means the Chief Executive Officer of the District Health Board.

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

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

"Day" means a 24 hour period from normal starting time of the DHB.

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

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

"Dental speciality" means a special branch of dentistry involving the application of special knowledge, skills and experience that general practitioners as a class cannot reasonably be expected to possess. For the purposes of the Agreement, specialities shall be limited to oral surgery, periodontics, prosthodontics, orthodontics and pedodontics, public health and community dentistry except that the Employer may approve other branches of dentistry in specific cases.

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

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

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

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

"Hospital and Health Service"(HHS) means Hospital and Health Service as defined in the Health and Disability Services Amendment Act 1998.

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

"Leave year" means the 12 month period commencing on and from the date or anniversary of the medical officer's appointment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.0 VARIATIONS TO THE COLLECTIVE AGREEMENT

3.1 The parties have agreed via a memorandum of understanding a range of activities to be overseen by a MOU Executive. Those activities include proposing and developing projects for improvement of workforce practices which involve RMOs and which shall then be trialled in agreed locations in conjunction where necessary with other professional groups.

3.2 Such projects or trials may temporarily require terms and conditions from that currently applying. Such variations may be either a diminution or enhancement of an existing term(s) and/or condition(s)

3.3 Such variations may only proceed if:

3.3.1 The variation(s) has the approval of all members of the MOU executive, and

3.3.2 Affected employees are notified in writing of the temporary nature of the trial prior to its commencement, and

3.3.3 The variation is recorded in writing as part of the project/trial approval process, and

3.3.4 The trial is operative for a finite period which does not exceed six months unless otherwise extended by unanimous vote of the MOU Executive.

3.4 On completion of a trial, all the terms of the trial, including applicable terms and conditions of employment shall revert to those applying prior to the trial and any rosters that have been implemented shall be replaced by those that existed prior to the trial/project.

3.5 Variations agreed for the purposes of the trial may continue during a ratification period with the unanimous approval of the MOU executive.

3.6 Any permanent variation to MECA shall be actioned in accordance with the provisions of clause 3.7 below.

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

4.0 HOURS OF WORK

4.1 The ordinary hours of work shall be 40 per week and not more than eight per day between 7.30 am and 5.30 pm, Monday to Friday (unless otherwise specified in the run description). Each daily duty shall be continuous except for meal periods and rest breaks.

4.2 The normal working week shall commence on Monday at the normal starting time of the employing District Health Board as determined by that District Health Board.

4.3 Rosters will be notified to those involved not less than 28 days prior to the commencement of the roster, provided that less notice may be given for services where unpredictable changes in service demands make this impracticable. The notice provisions for relievers for whom the Leave Management System within schedule 2 apply are different as specified in that schedule.

5.0 APPOINTMENT TERM

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

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

(a) Satisfactory performance

(b) Passing appropriate examinations to gain required qualifications and continued membership of the training scheme

5.2 The parties acknowledge that in order to maintain appropriate staffing levels the following positions shall be "contestable":

- Senior House Officers posts: continued employment will be dependent on there being sufficient 1st year House Officer posts.
- Initial entry to Registrar training posts shall be in competition with other suitably qualified applicants.

5.3 Temporary employment agreements should only be used to cover specific situations of a temporary nature, e.g. to fill a position where the incumbent is on study or parental leave; or where there is a task of finite duration to be performed.

Temporary employment agreements while justified in some cases to cover situations of a finite nature, must not be used to deny staff security of employment in traditional career fields.

5.4 Subject to the provisions of the Human Rights Act and all else being equal preference for appointment will be given to Graduates of a New Zealand Medical School, who are citizens or permanent residents of New Zealand.

5.5 The parties to this Agreement acknowledge that where an employee is appointed to a recognised training post, participation in the appropriate recognised training programme is a condition of employment.

5.6 Where an employee's employment is terminated by operation of this clause three months notice or payment in lieu thereof shall apply.

6.0 RUN ALLOCATION

6.1 Prior to the commencement of each RMO's year of employment, the Employer shall provide to the Employee a schedule of runs proposed to be allocated to that RMO for the year. Any changes to the proposed allocation will be discussed with the RMO concerned.

6.2 Any run assessments as to the ability and the RMO's performance shall be sighted and signed by the RMO concerned. Senior medical staff must make all clinical assessments.

6.3 Provided it is within the control of the employing District Health Board 1st year House Surgeons will be allocated runs that will enable them to gain registration under the "general" scope of practice under HPCAA within 12 months.

6.4 **ED and Intensive Care Units** – In the first 6 months of employment under a provisional general scope of practice under HPCAA an employee may work in these departments only if there is immediate onsite supervision from a senior member of the medical staff (registrar, MOSS or specialist). Such supervision will involve the supervisor knowing about all the cases managed by the RMO, assisting when required and at the request of the employee concerned and reviewing all patients seen by the employee.

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

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

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

6.5 Night Duty - Employees registered under HPCAA within the provisional general scope of practice on house officer rosters shall not work night shifts in the first 6 months of employment. Except that:

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

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

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

6.6 There shall be no rotation to another employer outside the city boundaries (55 kilometre radius) without the agreement of the NZRDA. In addition, there shall be no rotation to another such hospital operated by the employer without the agreement of the RMO(s) concerned. (The parties accept that existing rotational arrangements as at 2 August 2002 that continue to exist at settlement of this agreement will continue to apply unless agreed to the contrary between the parties).

6.7 The undertaking of "Air Escorts" duties shall be voluntary and the employer shall ensure that the employee is covered by adequate personal accident insurance. For the purposes of this clause "adequate personal accident insurance" shall include at least provision of disability income protection (or equivalent) to the RMO and $1million death cover insurance. This insurance cover shall also apply to all employees required to travel on employer business to locations outside the city boundaries.

6.8 RMO representative(s) shall be invited to be present on all RMO appointment panels.

7.0 PROTECTION OF TRAINING PROGRAMMES

7.1 The parties acknowledge that the education of employees under a provisional general scope of practice is determined by the Medical Council and all other RMOs are training under the supervision of district health board employees and in the case of training programmes, the appropriate professional College or vocational registration training body.

7.2 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.

7.3 During the term of this Agreement the parties shall meet to consider options for future contractual relationships between the parties regarding matters discussed in this clause.

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

8.0 SALARIES AND WAGES

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

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

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

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

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

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

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

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

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

8.2 Registrars and House Officers

8.2.1 **Urban Scales –** apply to Auckland, Waitemata, Counties Manukau, Waikato, Hutt Valley, Capital and Coast, Canterbury and Otago.

Registrars Effective 11 August 2008

Cat	Hours	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
F	40-44.9	65,839	69,370	72,874	76,400	79,894	95,974	100,031
E	45-49.9	65,839	69,370	72,874	76,400	79,894	95,974	100,031
D	50-54.9	75,717	79,772	83,805	87,872	91,917	95,974	100,031
C	55-59.9	85,594	90,180	94,737	99,319	103,906	108,490	113,075
B	60-64.9	95,470	100,587	105,668	110,781	115,895	121,010	126,124
A	65+	108,639	114,462	120,244	126,059	131,883	137,701	143,517

Cat	Hours	Year 8	Year 9	Year 10
F	40-44.9	104,232	108,610	113,172
E	45-49.9	104,232	108,610	113,172
D	50-54.9	104,232	108,610	113,172
C	55-59.9	117,823	122,773	127,928
B	60-64.9	131,420	136,941	142,692
A	65+	149,545	155,826	162,371

Registrars Effective 1 July 2009

Cat	Hours	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
F	40-44.9	67,156	70,758	74,332	77,928	81,492	97,894	102,032
E	45-49.9	67,156	70,758	74,332	77,928	81,492	97,894	102,032
D	50-54.9	77,232	81,368	85,481	89,630	93,756	97,894	102,032
C	55-59.9	87,306	91,984	96,632	101,306	105,984	110,660	115,337
B	60-64.9	97,379	102,598	107,782	112,996	118,213	123,430	128,647
A	65+	110,811	116,751	122,648	128,580	134,521	140,455	146,388

Cat	Hours	Year 8	Year 9	Year 10
F	40-44.9	106,316	110,783	115,435
E	45-49.9	106,316	110,783	115,435
D	50-54.9	106,316	110,783	115,435
C	55-59.9	120,180	125,228	130,487
B	60-64.9	134,049	139,680	145,546
A	65+	152,536	158,943	165,619

House Officers Effective 11 August 2008

		House Officer		Senior House Officer	
Cat	Hours	Year 1	Year 2	Year 3	Year 4
F	40-44.9	51,807	56,082	59,258	62,430
E	45-49.9	57,561	62,314	65,839	69,370
D	50-54.9	66,196	71,661	75,717	79,772
C	55-59.9	74,832	81,010	85,594	90,180
B	60-64.9	83,466	90,357	95,470	100,587
A	65+	94,980	102,818	108,639	114,462

House Officers Effective 1 July 2009

		House Officer		Senior House Officer	
Cat	Hours	Year 1	Year 2	Year 3	Year 4
F	40-44.9	52,843	57,204	60,443	63,679
E	45-49.9	58,713	63,560	67,156	70,758
D	50-54.9	67,520	73,095	77,232	81,368
C	55-59.9	76,328	82,630	87,306	91,984
B	60-64.9	85,136	92,164	97,379	102,598
A	65+	96,879	104,874	110,811	116,751

8.2.2 **Non-Urban scales –** applies to Northland, Lakes, Taranaki, Hawkes Bay, MidCentral, Wairarapa, Nelson Marlborough, South Canterbury, Southland and West Coast, Whanganui, Bay of Plenty and Tairawhiti.

Registrars Effective 11 August 2008

Cat	Hours	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
F	40-44.9	68,473	72,146	75,790	79,456	83,089	99,814	104,033
E	45-49.9	68,473	72,146	75,790	79,456	83,089	99,814	104,033
D	50-54.9	78,746	82,964	87,158	91,387	95,593	99,814	104,033
C	55-59.9	89,018	93,788	98,527	103,293	108,062	112,828	117,598
B	60-64.9	99,288	104,610	109,895	115,211	120,530	125,850	131,168
A	65+	112,984	119,040	125,054	131,101	137,159	143,209	149,259

Cat	Hours	Year 8	Year 9	Year 10
F	40-44.9	108,402	112,954	117,699
E	45-49.9	108,402	112,954	117,699
D	50-54.9	108,402	112,954	117,699
C	55-59.9	122,537	127,683	133,046
B	60-64.9	136,678	142,418	148,399
A	65+	155,527	162,059	168,866

Registrars Effective 1 July 2009

Cat	Hours	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
F	40-44.9	69,842	73,589	77,306	81,045	84,751	101,810	106,114
E	45-49.9	69,842	73,589	77,306	81,045	84,751	101,810	106,114
D	50-54.9	80,321	84,623	88,901	93,215	97,505	101,810	106,114
C	55-59.9	90,798	95,664	100,498	105,359	110,223	115,085	119,950
B	60-64.9	101,274	106,702	112,093	117,515	122,941	128,367	133,791
A	65+	115,244	121,421	127,555	133,723	139,902	146,073	152,244

Cat	Hours	Year 8	Year 9	Year 10
F	40-44.9	110,570	115,213	120,053
E	45-49.9	110,570	115,213	120,053
D	50-54.9	110,570	115,213	120,053
C	55-59.9	124,987	130,236	135,707
B	60-64.9	139,412	145,266	151,367
A	65+	158,637	165,300	172,243

House Officers Effective 11 August 2008

		House Officer		Senior House Officer	
Cat	Hours	Year 1	Year 2	Year 3	Year 4
F	40-44.9	53,879	58,325	61,628	64,928
E	45-49.9	59,864	64,807	68,473	72,146
D	50-54.9	68,844	74,528	78,746	82,964
C	55-59.9	77,826	84,251	89,018	93,788
B	60-64.9	86,806	93,971	99,288	104,610
A	65+	98,779	106,931	112,984	119,040

House Officers Effective 1 July 2009

		House Officer		Senior House Officer	
Cat	**Hours**	**Year 1**	**Year 2**	**Year 3**	**Year 4**
F	40-44.9	54,957	59,492	62,861	66,226
E	45-49.9	61,061	66,103	69,842	73,589
D	50-54.9	70,221	76,019	80,321	84,623
C	55-59.9	79,382	85,936	90,798	95,663
B	60-64.9	88,542	95,851	101,274	106,702
A	65+	100,755	109,070	115,243	121,421

8.3 **Junior Dental Officers**

8.3.1 **Urban Scales –** apply to Auckland, Waitemata, Counties Manukau, Waikato, Hutt Valley, Capital and Coast, Canterbury and Otago.

Dental Registrars **Effective 11 August 2008**

		Registrars			Senior Registrars			
Cat	**Hours**	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	
F	40-44.9	66,748	70,216	74,866	79,565	84,301	89,036	
E	45-49.9	74,164	78,017	83,186	88,405	93,669	98,934	
D	50-54.9	85,288	89,720	95,662	101,664	107,719	113,775	
C	55-59.9	96,414	101,423	108,141	114,925	121,768	128,610	
B	60-64.9	107,538	113,124	120,618	128,188	135,818	143,450	
A	65+	122,372	128,726	137,255	145,866	154,554	163,241	

Dental House Officers Effective 11 August 2008

Cat	Hours	Year 1	Year 2
F	40-44.9	58,964	62,362
E	45-49.9	65,514	69,286
D	50-54.9	75,338	79,673
C	55-59.9	85,168	90,072
B	60-64.9	94,993	100,462
A	65+	105,979	110,082

Dental Registrars Effective 1 July 2009

		Registrars			Senior Registrars			
Cat	**Hours**	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	
F	40-44.9	68,083	71,620	76,364	81,156	85,987	90,817	
E	45-49.9	75,648	79,577	84,850	90,173	95,543	100,912	
D	50-54.9	86,993	91,514	97,576	103,697	109,874	116,050	
C	55-59.9	98,343	103,452	110,304	117,223	124,204	131,182	
B	60-64.9	109,689	115,386	123,031	130,752	138,535	146,319	
A	65+	124,819	131,301	140,000	148,783	157,645	166,505	

Dental House Officers Effective 1 July 2009

Cat	Hours	Year 1	Year 2
F	40-44.9	60,144	63,609
E	45-49.9	66,825	70,671
D	50-54.9	76,845	81,267
C	55-59.9	86,872	91,873
B	60-64.9	96,893	102,471
A	65+	108,099	112,284

8.3.2 **Non-Urban scales –** applies to Northland, Lakes, Taranaki, Tairawhiti, Hawkes Bay, Bay of Plenty, Whanganui, MidCentral, Wairarapa, Nelson Marlborough, South Canterbury, Southland, West Coast

Dental Registrars **Effective 11 August 2008**

		Registrars			Senior Registrars			
Cat	Hours	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	
F	40-44.9	69,348	73,024	77,862	82,747	87,672	92,598	
E	45-49.9	77,130	81,137	86,511	91,942	97,415	102,891	
D	50-54.9	88,699	93,308	99,489	105,730	112,028	118,325	
C	55-59.9	100,270	105,482	112,466	119,522	126,639	133,755	
B	60-64.9	111,839	117,648	125,443	133,314	141,250	149,187	
A	65+	127,266	133,875	142,746	151,701	160,736	169,770	

Dental House Officers Effective 11 August 2008

Cat	Hours	Year 1	Year 2
F	40-44.9	61,324	64,856
E	45-49.9	68,135	72,057
D	50-54.9	78,352	82,861
C	55-59.9	88,575	93,675
B	60-64.9	98,793	104,480
A	65+	110,218	114,485

Dental Registrars Effective 1 July 2009

		Registrars			Senior Registrars			
Cat	Hours	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	
F	40-44.9	70,735	74,485	79,419	84,402	89,426	94,449	
E	45-49.9	78,673	82,760	88,242	93,781	99,364	104,948	
D	50-54.9	90,473	95,174	101,479	107,845	114,269	120,692	
C	55-59.9	102,276	107,591	114,716	121,912	129,172	136,430	
B	60-64.9	114,076	120,001	127,952	135,981	144,075	152,171	
A	65+	129,812	136,553	145,601	154,735	163,950	173,166	

Dental House Officers Effective 1 July 2009

Cat	Hours	Year 1	Year 2
F	40-44.9	62,550	66,153
E	45-49.9	69,497	73,498
D	50-54.9	79,919	84,518
C	55-59.9	90,347	95,548
B	60-64.9	100,769	106,569
A	65+	112,422	116,774

8.4 **Final Year Student**

A final year student while employed in a relieving capacity in place of a house surgeon shall receive a yearly rate of salary of $28,785 per annum effective 11 August 2008, ($29,360 from 1 July 2009).

8.5 Advancement within the scales shall be continuous.

8.5.1 Provided that where a registrar obtains an appropriate higher qualification the registrar is to proceed to the next step in the scale from the first day of the month following the date on which the qualification is granted, provided further that the registrar shall not be eligible for such an accelerated advancement any earlier than five completed years after graduation (that is after becoming entitled to provisional general scope of practice), and

8.5.2 where the vocational training programme does not require a part II (eg FRACP), the registrar shall proceed to the next step in the scale from the first day of the month, three years after they complete the part I examination, provided further that the registrar shall not be eligible for such an accelerated advancement any earlier than five completed years after graduation (that is after becoming entitled to provisional general scope of practice).

8.5.3 Thereafter advancement through the scale shall be continuous on the normal incremental date.

8.5.4 Steps 8, 9 and 10 of the Registrar scale are restricted to Registrars who are in training programmes leading to registration under a vocational scope of practice in New Zealand.

8.6 On appointment to a registrar position all experience as an acting registrar, or other service which is considered by the CEO to be directly relevant shall be credited for the purposes of determining the commencement step on the registrar scale. Guidelines for assessing relevant experience shall be agreed between the parties

8.7 **Increments while on leave**

8.7.1 Salary increments while on study leave **-** Employees on full-time study leave with or without pay shall continue to receive annual increments to which they would otherwise be entitled.

8.7.2 Salary increments while on leave without pay - Employees on leave without pay, including Parental leave, shall continue to receive annual increments on their incremental date, to which they would otherwise be entitled.

8.8 **Assistance to Reduce Student Debt –** Auckland, Waitemata and Counties Manukau DHBs only.

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

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

8.9 **Superannuation**

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

Note: Section 84(b) of the State Sector Act 1988 requires superannuation or retirement saving schemes to be approved by the Government Actuary before contributions can be made by a District Health Board and a "recognised" scheme is subject to that requirement.

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

9.0 PART-TIME EMPLOYEES

Part-time work by an Employee is to be paid as a proportion of whole-time salary. Clause 13.3.4 shall not apply to part-time Employees. Whole-time salary for the purposes of this clause shall mean the salary for which the run is categorised.

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

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

10.0 RUN DESCRIPTION

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

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

10.1 Details of the application of the description, the District, and the period covered.

10.2 Whether the run is recognised or not as a training position for specialist qualifications by the Medical Council of New Zealand, for registration under HPCAA for general or vocational scopes of practice.

10.3 Clinical responsibilities and work schedules which shall include all clinics (including preadmission clinics), theatre sessions, consultant and registrar ward rounds, pathology and radiology review sessions, grand round and other timetabled responsibilities.

10.4 Shall state who the residents are responsible to for their performance.

10.5 Provisions for a RMO's training and education which shall include the times and venues of all teaching sessions for first year registration, tutorials, journal clubs.

10.6 The training and development of other staff where these form part of a RMO's normal duties.

10.7 A description of the specialities and sub-speciality rosters to be included in the job.

10.8 Other resident and specialist cover.

10.9 Expected average hours of work shall be detailed as follows:

(a) Ordinary 40 hours.
(b) Roster hours over 40 including call-backs for rostered ward rounds.
(c) Unrostered hours.

10.10 Periods of leave shall not be used in determining hours worked.

10.11 Rosters shall not be rewritten unless there is a permanent change in the numbers of RMO's on the roster.

10.13 Run descriptions shall not be changed without the agreement of two thirds (66.67%) 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 the NZRDA.

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

11.0 ADDITIONAL DUTIES

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

11.2 An RMO working additional duties shall be remunerated for such duty at the minimum rate of $45.00 per hour for House Surgeons and $60.00 per hour for SHO's and Registrars.

11.3 Except that additional duties performed between 2200 and 0800 shall be paid at the minimum rate of $75 per hour for House Surgeons and $100 per hour for Senior House Officers and Registrars.

11.4 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.

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

12.0 REVIEW OF RUN DESCRIPTION/SALARY

The employer or the group of RMOs on a particular roster, or their representative, may seek a review of any element of the run description no more frequently than every three months but this may be earlier as detailed in clause 12.5.

12.1 The review shall first be conducted at Unit level. Before commencing the review the initiating party shall advise the other party in writing of their intention. Copies of such notification shall be forwarded to the NZRDA.

12.2 In the event that agreement cannot be reached, the parties may involve respective representatives.

12.3 In the event that the review at Unit level should fail to settle the matter, the matter shall be a dispute as that term is defined in clause 40 and shall be resolved in the manner set out in clause 40.

12.4 **Salary Review Protocol:**

12.4.1 Notification: The letter of notification as provided for in clause 12.1 shall include;

a) The date of the commencement of the review. Run reviews shall not be undertaken in retrospect unless agreed between the parties.
b) The period of the run review. This period shall be representative of normal working conditions and shall be not less than 4 weeks and no longer than 6 weeks unless agreed otherwise by the parties.
c) Confirmation as to whom timesheets are to be sent and arrangements to ensure both employer party and NZRDA receive copies.

12.4.2 Sufficient time between notification and commencement of review must be allowed for NZRDA to provide advice to the RMOs regarding the run review.

12.4.3 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 parties.

12.4.4 Upon agreement of the correct salary category, implementation of any alteration to salary category shall occur within two pay periods.

12.4.5 Where agreement cannot be reached the matter shall be referred to the employer's human resource department and NZRDA for resolution. If this is unsuccessful, the matter shall be a dispute as that term is defined in clause 40 and shall be resolved in the manner set out in clause 40.

12.4.6 Any required increases in the salary for the run description shall be backdated to when the change occurred. Decreases in salary shall not be made retrospectively.

12.5 Unless otherwise agreed, the salary review mechanism shall be invoked immediately in the following situations.

12.5.1 Due notice of resignation has been given and the vacant position is not filled, or

12.5.2 Where there is a reduction in the number of RMOs on the roster to less than two-thirds of those specified in the run description and this reduction is for more than three days, or

12.5.3 Where there is an increase in the number of RMO's on the roster.

Note: Where a 1:6 roster reduces to a 1:4 this shall qualify as a reduction to less than two-thirds for the purposes of this clause.

13.0 LIMITS ON HOURS

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

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

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

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

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

NOTE: For the purpose of clarification clause 13.3.4 and 13.3.5 shall also apply.

13.3 Employees in other services

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

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

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

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

13.3.3 If requested by the employing District Health Board, a combined period of “on call” and “on duty” may exceed 16 consecutive hours by agreement between the employing District Health Board and the NZRDA provided that in considering such an extension priority shall be given to the adequacy of sleep and rest available to the Employee(s) concerned.

Agreement to such extensions shall not be unreasonably withheld.

13.3.4 Periods of normal rostered duty shall be continuous and except with the prior agreement of the employing District Health Board and the NZRDA shall not be less than eight hours.

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

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

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

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

13.4 **Limit on consecutive days**

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

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

13.5 **Shift work rostering**

13.5.1 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 with the NZRDA.

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

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

13.6 **Minimum break between spells of duty**

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

13.6.2 Periods of full shift or more include:

(a) Periods of normal rostered work, or

(b) Periods of overtime that are continuous with a period of normal rostered work; or

(c) Full shifts of overtime/call back duty.

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

13.7 Adequate handover time shall be provided between shifts.

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

14.0 ON CALL

14.1 When an employee has completed a day's work and has left the place of employment and is called back to work, all hours worked, including travelling time from the place at which the employee receives that call or home (whichever is the lesser) to the work place and return will be paid at additional duties rates as provided in clause 11 unless otherwise provided in Schedule 1.

14.2 Call-backs shall be calculated at 4 hours minimum per call-back, to a maximum of 8 hours in any 8 hour period.

14.3 Provided that at the request of the RMOs on a particular roster the callbacks may by mutual agreement be included in the salary and shown in the run description. The minimum and maximum in this Clause shall apply when calculating any entitlement.

14.4 Where an employee is on call during normal off duty hours, an on call allowance of $4.00 per hour shall be paid in addition to other remuneration:

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

14.5.1 The employer shall make available a cell phone or half the cost of a single telephone rental shall be reimbursed to the employee by the employer, and

14.5.2 A long range locator (or similar electronic device) shall be made available by the employer to the employee for the period of the call duty, at no expense to the employee.

14.6 **Provided** further that:

14.6.1 An Employee shall be reimbursed the actual and reasonable costs incurred in travelling to and from work when called back to work outside the Employee's normal hours of duty.

14.6.2 Where employees are required to use their own cars for the purposes of work, the employing District Health Board shall pay a private motor vehicle mileage allowance at a rate and subject to conditions approved by the employer.

14.7 **Emergency Back Up Rosters**

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

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

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

15.0 MEAL PERIODS AND REST BREAKS

15.1 Except when required for urgent or emergency work, no Employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.

15.2 No deduction is to be made from hours on duty for meal breaks taken within the hospital.

15.3 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.

15.4 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employing District Health Board.

15.5 Every RMO required to be on duty over a recognised meal period shall be entitled at the employer's expense, to a meal.

16.0 COVER FOR LEAVE

16.1 The responsibility to arrange cover for RMO's on leave lies with the Employer. It is not the responsibility of individual Employees to find cover for their own leave. The Employer will take all reasonable steps to ensure sufficient cover is available to permit RMOs to take leave.

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

16.3 Cover for leave may be provided:

16.3.1 By relievers.

16.3.2 By payment of additional duties -

(a) Where additional rostered duties are not included in the calculation of expected average hours, such duties shall be remunerated as per Clause 11 (additional duties).

(b) Where an additional rostered period of call is worked the provisions of Clause 11 will apply in respect of actual hours worked, subject to the provisions of Clause 14.

16.4 **Leave Abutting Weekends**

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

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

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

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

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

17.0 CROSS COVER

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

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

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

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

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

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

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

18.0 PUBLIC HOLIDAYS

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

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

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

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

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

18.3 Additional Payment for Working on a Public Holiday

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

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

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

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

18.4.1 **Leave on pay**

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

18.4.2 **Leave without pay**

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

18.4.3 **Leave on reduced pay**

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

18.4.4 **Off duty day**

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

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

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

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

20.0 ANNUAL LEAVE

20.1 **Entitlement**

Employees shall be granted 30 days in leave of absence on full pay in respect of each leave year.

20.2 **Conditions**

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

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

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

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

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

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

20.2.5 Where an employee resigns from a District Health Board and commences employment with another District Health Board within one month, annual leave untaken at the time of resignation to a maximum of one year's entitlement, shall be credited to the employee's new entitlement (with the payment responsibility remaining with the original DHB) provided, however, that the employee may elect to be paid for all accrued leave at the time of resignation .

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

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

21.0 SICK LEAVE

21.1 Conditions

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

21.1.2 The length of service for the purposes of the said schedule means the aggregate period of service, whether continuous or intermittent, in the employment of a Hospital and Health Service or District Health Board or a Crown Health Enterprise or an Area Health Board or with the Crown in New Zealand. For the purpose of this clause the Crown in New Zealand includes the following services:

- Health Service
- Railways Service
- Post Office Service
- Teaching Service
- Legislative Department Service
- Broadcasting Corporation of New Zealand Service
- Public Service
- Police Service
- New Zealand Armed Forces
- University Service in New Zealand
- Law Drafting Office Service

Provided that for employees appointed after 1 November 1992 only service with an Area Health Board, a Crown Health Enterprise, a Hospital and Health Service, a District Health Board, a Hospital Board, the General Practice Training programme, as Community Medicine Registrars or a New Zealand University shall be credited for the purpose of this clause.

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

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

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

21.2 **Schedule of Entitlement**

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

Sick leave shall be accumulated from year 4 onward

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

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

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

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

21.6 **Sickness at home**

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

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

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

22.0 BEREAVEMENT/TANGIHANGA LEAVE

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

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

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

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

23.0 PARENTAL LEAVE

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

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

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

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

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

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

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

23.4 Where, for reasons pertaining to the pregnancy, an employee, on medical advice and with the consent of the employer, elects to work reduced hours at any time prior to confinement, then the guaranteed proportion of full-time employment after parental leave shall be the same as that immediately prior to any such enforced reduction in hours.

23.5 Where the employer is not able to hold the same position open or to fill it temporarily until an employee returns from parental leave and, at the time the employee returns to work, a similar position is not available, the employer may approve:

23.5.1 An extension of parental leave for up to a further 12 months until the employee's previous position or a similar position becomes available; or

23.5.2 An offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying. If the offer is refused, s/he continues on extended parental leave as in 23.5.1 above for up to 12 months; or

23.5.3 The appointment of the employee to a different position in the same location. If the appointment is not acceptable to the employee, s/he continues on extended parental leave in terms of 23.5.1 above for up to 12 months; or

23.5.4 Where extended parental leave in terms of 23.5.1 above expires and no position is available for the employee, s/he continues on leave without pay and the employer may terminate employment with three months' notice; providing that an employee whose services are terminated under this provision shall be entitled to be paid the ex gratia payment calculated in terms of 23.8 below.

23.6 If the employee declines an offer in terms of 23.3 above, parental leave shall cease.

23.7 An employee granted parental leave in terms of 23.1 above shall notify the employer in writing of his/her intention to return to work or to resign at least one month prior to parental leave expiring, and if returning to work report for duty not later than the expiry date of such leave.

23.8 Where an employee who is granted leave in terms of 23.1 above returns to duty at or before the expiration of leave or extended leave and completes a further six calendar months' service, s/he shall receive a payment equivalent to six weeks' leave on pay calculated at the rate applying for the six weeks immediately following cessation of duty. If employment prior to confinement was part-time, however, payment shall be based on the proportion that the part-time hours worked a week bears to 40.

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

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

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

23.10.2 The intention to legally adopt a child shall be notified to the employer immediately following advice from the Department of Social Welfare to the adoptive applicants that

they are considered suitable adoptive parents. Subsequent evidence of approved adoption placement shall be provided to the satisfaction of the employer.

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

(a) From 28 weeks of pregnancy (or earlier if considered medically appropriate by the employee's lead maternity carer), no night shifts shall be worked.

(b) From 32 weeks of pregnancy (or earlier if considered medically appropriate by the employee's lead maternity carer), no long days in excess of 10 hours shall be worked.

(c) From 36 weeks of pregnancy (or earlier if considered medically appropriate by the employees lead maternity carer), no acute clinical workload shall be allocated.

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

24.0 SPECIAL LEAVE

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

25.0 JURY SERVICE LEAVE

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

25.2 An employee called on for jury service may elect to take annual leave, leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the service is performed during an employee's off duty hours, the employee may retain the juror's fee (and expenses paid).

25.3 Where leave on pay is granted, a certificate is to be given to the employee by the employer to the effect that the employee has been granted leave on pay and requesting the court to complete details of juror's fees' and expenses paid. The employee is to pay the fees received to the employing District Health Board but may retain expenses.

25.4 Where leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the employee is not required by the court, the employee is to report back to work where this is reasonable and practicable.

26.0 MEDICAL (Dental) EDUCATION

26.1 In recognition of the importance of ongoing medical education a minimum number of hour's rostered duty per week will be set aside for the purpose of medical learning which is not directly derived from clinical work. The number of hours of rostered duty per week in each DHB shall be set out in schedule three and need not necessarily be provided in one continuous period.

26.2 All employees in their second and subsequent years of service shall be entitled to five days medical education leave in each full year of service for the purposes of study towards their vocational training and/or to attend interviews for vocational training positions.

26.3 Employees undertaking college or university (medically related) courses of study, examinations or the equivalent qualification related papers, shall be entitled to a maximum of six weeks medical education leave per annum inclusive of the provisions of clause 26.2 for the purposes of attending courses, conferences, studying towards and sitting examinations or the equivalent qualification related papers relevant to the course of study, examinations or the equivalent in respect to obtaining vocational scope of practice.

26.4 Except that employees undertaking the Diploma of Child Health or Diploma of Obstetrics and Gynaecology or other advanced diplomas and dental training shall be entitled to a maximum of two weeks medical education leave inclusive of the provisions of clause 26.2 in any year in respect of each diploma.

26.5 Employees shall be entitled to a maximum of 12 weeks medical education leave per vocational training programme during their employment as an RMO in New Zealand.

26.6 Applications for Medical Education Leave must be submitted at least three months in advance. Where an employee does not have sufficient entitlement remaining for the period of leave applied for, consideration shall be given to employees using accrued annual leave or unpaid leave may be granted.

26.7 Leave is to be taken at a time approved by the employer taking into account the timing of the course/examination. The employer will base any approval on adequate cover being maintained and will take all reasonable steps to provide cover.

26.8 At the discretion of the employer, additional medical education leave may be allowed and such leave shall be determined on a case-by-case basis.

26.9 **Conference Leave**

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

1. Registrars in their 5th and higher years of the salary scale, and

2. From 1 July 2009, those registrars who have successfully completed the first part of their vocational training examination requirements and a further 12 months service. In any event it is not intended that RMOs will access this provision until their 3rd year of registrar training

26.9.2 Entitled employees as provided for in clause 26.9.1 above shall be granted a total of six days additional leave to attend appropriate conferences. Entitled registrars shall receive a maximum of $6,000 expenses in total in respect of the total conference leave provided for in this clause. A maximum of three days conference leave and $3,000 expenses may be taken in any one year.

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

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

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

27.0 EMPLOYMENT RELATIONS EDUCATION LEAVE AND UNION LEAVE

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

- Hawkes Bay 7 days per annum
- Canterbury 38 days per annum
- Otago 18 days per annum
- Southland 10 days per annum
- Northland 8 days per annum
- Whakatane, South Canterbury, Taranaki, Whanganui 5 days per annum
- All other employees 1- 5 members = 3 days; 6-50 members = 5 days; 51-280 members 1 day for every 8 FTE or part thereof; Over 281 members = 35 days plus 5 days for every 100 FTE or part thereof that exceeds 280.

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

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

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

28.0 EMPLOYMENT RELATED EXPENSES

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

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

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

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

28.3 The employing District Health Board shall reimburse the actual and reasonable costs of the training undertaken in the pathway to obtain vocational scope of practice, on the production of receipts.

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

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

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

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

28.4 The employing District Health Board shall provide professional indemnity insurance on a basis agreeable between the parties from time to time.

28.5 Where Employees are required to use their own cars for the purposes of work, the employer shall pay a private motor vehicle mileage allowance at a rate, subject to prior approval and conditions established by the Employer.

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

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

29.2 **Travelling Expenses**

The cost of actual and reasonable fares for travelling:

(a) To the new location at the beginning of the attachment, and return at the end of it;

(b) To return to the base location for approved training courses during the attachment to the peripheral hospital, provided a refund of travelling costs for this purpose is limited to an average of not more than once a month; and

(c) Where it is planned at the outset that the period of attachment is to be for more than three months, the cost of actual and reasonable fares for an Employee's family to move to the new location should also be met. If in these circumstances the Employee's own car is used a private car allowance on transfer rates is to be paid.

29.3 **Removal Expenses**

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

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

(b) If furnished District Health Board accommodation is provided but it is necessary for the Employee to transfer certain essential household items to the new location, then the reasonable cost of the removal of these items should be refunded.

(c) Where the family returns to their former location at the end of the attachment, expenses shall be granted on the same basis and scale as specified above.

29.4 **Duration of period of attachment**

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

29.5 **Family at former location**

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

(a) Employer accommodation is unavailable to him/her, and

(b) No payment is to be made for one week's accommodation expenses where the Employee intends to eventually move his/her family to the new location and to claim accommodation expenses as above.

Where employer accommodation is used then the charge for such accommodation is to be waived.

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

29.6 **Accommodation for employees without a family**

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

29.7 **Responsibility for costs**

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

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

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

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

30.0 FIRST APPOINTMENT AS HOUSE SURGEON: REMOVAL EXPENSES

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

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

30.2 **Expenses payable to a house surgeon**

Expenses payable are:

(a) half surface fares for self and any family;

(b) actual and reasonable expenses to cover meals, accommodation etc at the start, during and at the end of the journey, for up to eight days if necessary, for the employee and their family if applicable;

(c) half cost of removal of furniture and effects;

(d) actual legal expenses of up to $1,239 if an appointee has to shift the family to a new location and sells the house and buys one within 12 months of appointment.

31.0 TRANSFER EXPENSES

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

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

31.2 **Definitions**

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

(a) All children up to the age of 16 years and all children between the ages of 16 and 18 years in respect of whom the Family Benefit is payable;

(b) A partner (provided that no transfer expenses are being paid from another source);

(c) All other persons for whom the Employee can be shown to be financially responsible, either for legal or moral reasons, provided that any income they receive is in total, less than the Adult Minimum Wage as set by the Minimum Wage Act;

(d) Special consideration will be given by the Employer to any cases where an Employee can show that a person living with the Employee in the old location and moving with the Employee to the new location is in some way in need of the said Employee's shelter and support and should thus be considered to be a member of the family for the purposes of transfer provisions despite the fact that their income exceeds the stated figure;

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

31.3 **Removal of furniture and effects**

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

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

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

31.4 **Travel Expenses**

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

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

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

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

31.6 **Accommodation allowance for employees without a family**

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

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

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

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

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

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

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

31.7.3 **Legal expenses**

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

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

31.7.4 **Land agent' s commission**

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

31.7.5 **Penalty mortgage repayment charges**

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

31.8 **Transfer Grant**

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

(a) $1,008 Where an employee:
- purchases own accommodation; or
- moves into pool housing; or
- rents or leases board or private accommodation which has no floor and window coverings.

(b) $655 Where an employee rents or leases board or private accommodation which has some floor or window coverings.

(c) $481 Where an employee rents or leases board accommodation which has floor and window coverings in all rooms.

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

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

32.0 TRAVELLING ALLOWANCE

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

32.2 In addition, employees will be paid an allowance to cover their meal costs (no receipts will be required). The rate will be $56.17 per, day.

32.3 The allowance will be payable at the standard rate for each full 24 hour period spent in travelling, and at the following rates for any additional period of less than 24 hours:

- $23.76 for periods up to 10 hours
- $56.17 for periods over 10 hours

32.4 Employees may also claim the Incidentals Allowance for each full 24 hour period and for any additional part of less than 24 hours (no receipts will be required).

32.5 There are no different rates of allowance based on salary.

32.6 In exceptional situations where the allowance for meals will not cover reasonable costs employees may claim an actual and reasonable refund of meal costs (on production of receipts).

32.7 Employees must claim an actual and reasonable refund of their expenses where the accommodation tariff includes all or some meal costs (receipts will be required). The allowance for meals will not be paid.

32.8 Employees who claim an actual and reasonable refund for their expenses may also claim the Incidentals Allowance.

33.0 RELIEVING ALLOWANCE

33.1 Reimbursement of accommodation, meal and incidental expenses for employees performing relieving duty will operate in the same manner as specified as above.

33.1.1 Employees may claim reimbursement of their accommodation expenses on an actual and reasonable basis (on production of receipts).

33.1.2 Employees will be paid an allowance to cover their meal costs (no receipts are required). The rate for Employees performing relieving duty will be $42.14 per day.

33.1.3 Employees may also claim the Incidentals Allowance.

33.2 For the first 14 days (of relieving duty) employees may claim a refund of their expenses based on the transfer allowance provisions. That is, they may claim the higher rate of the allowance for meals ($56.17 per day).

33.3 Employees receiving a relieving duty allowance are to avoid staying at expensive hotels and make every effort to obtain board and lodgings elsewhere. Employees will be allowed a reasonable period to find cheaper accommodation. Hotel expenses are not to be paid for more than one month other than in exceptional circumstances.

34.0 STAYING PRIVATELY

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

34.2 Employees eligible for relieving allowance may, when staying privately, claim $21.06 per day or part thereof for meals (no receipts will be required).

34.3 Employees may also claim the Incidentals Allowance. In addition, Employees who stay privately may claim up to $31.12 per night for accommodation (no receipts will be required).

35.0 INCIDENTALS ALLOWANCE AND PRODUCTION OF RECEIPTS

35.1 Where an employee is entitled to receive an incidentals allowance under this document, an allowance at the rate of $7.25 per day or part of a day shall be paid.

35.2 Receipts are to be produced for all payments on which a refund is claimed.

36.0 PHYSICAL FACILITIES

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

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

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

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

37.0 ACCIDENT REHABILITATION AND COMPENSATION INSURANCE CORPORATION CERTIFICATES

The Corporation pays a fee, part of which is for retention by the whole-time medical officer and part is payment to the employing District Health Board as a service charge. (Some medical officers pool the Accident Rehabilitation and Compensation Insurance Corporation fees into a general account for amenities, books, conference expenses, etc. The institution of such a scheme requires the agreement of all parties involved).

38.0 PERSONAL INFORMATION

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

39.0 HARRASSMENT

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

40.0 EMPLOYMENT RELATIONS PROBLEM SOLVING

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

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

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

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

40.3 An "employment relationship problem" includes:

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

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

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

40.3. 2 Where an Employment Relationship Problem arises the parties will in the first instance seek to resolve it between the immediately affected parties. Further to this:

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

40.3.3 If the employment relationship problem is a personal grievance, the employee must raise the grievance with the employer within a period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee, whichever is the latter.

40.3.4 Where any matter comes before the Authority for determination, the Authority must direct the matter to mediation in the first instance. Where mediation has failed or been deemed inappropriate in the circumstances, the Authority will then have the power to investigate the matter.

40.4 If the employment relationship problem relates to discrimination or sexual harassment, services available for the resolution of the problem include either application to the Authority for the resolution of this grievance or a complaint under the Human Rights Act 1993, but not both.

40.5 A party dissatisfied with the decision of the Authority may challenge that decision in Employment Court. In the same way a decision of the Employment Court may be appealed to the Court of Appeal.

41.0 STOP WORK MEETINGS

41.1 The employer party shall allow every employee employed under this agreement to attend, on ordinary pay, at least two stopwork meetings (each of a maximum of two hours duration) in each year (being the period between the 1st day of December and ending on the following 30th day of November).

41.2 The NZRDA shall give the employer at least 14 days' notice of the date and time of any stopwork meeting.

41.3 The NZRDA shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any stopwork meeting, including where appropriate, an arrangement for sufficient employees to remain available during the meeting to enable the employer's operation to continue.

41.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any employee for a period greater than two hours in respect of any meeting.

41.5 Only employees who actually attend a stopwork meeting shall be entitled to pay in respect of that meeting and to that end the NZRDA shall supply the employer at their request with a list of employees who attended and shall advise the employer of the time the meeting finished.

42.0 ACCESS BY REPRESENTATIVE

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

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

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

43.1 In the event that the position of an employee who is covered by this Agreement ("an affected RMO") should become superfluous to the needs of the employer because of contracting out, transfer or sale of the business or part of the business of the employer:

43.2 If the party to whom the business or part thereof is transferred, sold, or contracted out (for the purposes of this clause 43.0, called "the transferee") is to take over the employment of affected RMOs, the employer shall ensure that the transferee is contractually obliged to take over the employment of the affected RMOs subject to their existing contracts of employment in all respects including the terms and conditions of this Agreement and on the basis that they will be deemed to have commenced employment with the transferee at the time that they commenced employment with the employer.

43.3 If the transferee is not to take over the employment of affected RMOs, the employer shall not complete the transfer, sale, or contracting out of the business or part thereof without first settling with the NZRDA the terms and conditions of a redundancy agreement which shall apply to the affected RMOs.

43.4 The parties acknowledge that section 69M of the Employment Relations Act requires all collective agreements to contain provisions in relation to the protection of employees in the event of a restructuring as defined in the Act.

It is acknowledged that various provisions in the current collective (clause 7.2 and clauses 43.2 and following) and the statutory provisions as contained in clauses 19, 20 and 21 of the Code of good faith for public health sector will provide protection to

employees in the event of a restructuring in accordance with section 69L(b) of the Act.

44.0 DEDUCTION OF UNION FEES

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

45.0 HEALTH AND SAFETY

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

45.1 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.

45.2 Where safety equipment is required, it is the responsibility of employees to ensure it is appropriately utilised.

45.3 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.

45.4 It is the responsibility of the employer to systematically identify and address any workplace hazards, which may affect the safety of employees.

45.5 Where there is a concern regarding the safety of employees, employees have the right to contact NZRDA for advice on their rights under Section 28A of the Health and Safety in Employment Amendment Act 2002.

45.6 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.

45.7 The committee established under clause 45.6 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.

46.0 BARGAINING FEE

46.1 All employees employed by an employer party who:

(i) are not members of NZRDA and

(ii) perform the work that comes within the coverage clause of this MECA, and

(iii) whose terms and conditions of employment comprise those specified in this MECA,

shall pay a bargaining fee to NZRDA. The fee shall be paid annually at the commencement of this MECA and thereafter on the anniversary of its commencement until its expiry. The annual bargaining fee shall be paid as a lump sum equivalent to the annual membership fee of NZRDA.

46.2 The fee shall be deducted from the employee's salary and forwarded to NZRDA within one month of its collection together with a list of names identifying to whom the fee applies.

46.3 If an employee does not wish to pay a bargaining fee, they must notify the employer in writing within 2 weeks of being notified of the ballot outcome.

47.0 TERMINATION OF EMPLOYMENT

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

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

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

48.0 TERM OF COLLECTIVE AGREEMENT

The term of this collective agreement shall be from 29 August 2008 to 31 December 2009.

49.0 ATTESTATION CLAUSE

The parties have executed IN WITNESS WHEREOF this Agreement on the day of October 2008.

SIGNED BY

Northland District Health Board
by its duly authorised representative
and

Auckland District Health Board
by its duly authorised representative
and

Counties Manukau District Health Board
by its duly authorised representative
and

Waitemata District Health Board
by its duly authorised representative
and

Waikato District Health Board
by its duly authorised representative
and

Lakes District Health Board
by its duly authorised representative
and

Bay of Plenty District Health Board
by its duly authorised representative
and

Tairawhiti District Health Board
by its duly authorised representative
and

Taranaki District Health Board
by its duly authorised representative
and

MidCentral District Health Board
by its duly authorised representative
and

Whanganui District Health Board
by its duly authorised representative
and

Hawkes Bay District Health Board
by its duly authorised representative
and

Wairarapa District Health Board
by its duly authorised representative
and

Hutt Valley District Health Board
by its duly authorised representative
and

Capital & Coast District Health Board
by its duly authorised representative
and

Nelson Marlborough District Health Board
by its duly authorised representative
and

Canterbury District Health Board
by its duly authorised representative
and

West Coast District Health Board
by its duly authorised representative
and

South Canterbury District Health Board
by its duly authorised representative
and

Otago District Health Board
by its duly authorised representative
and

Southland District Health Board
by its duly authorised representative
and

NZ Resident Doctors Association
by its duly authorised representative

Schedule One: DHB Specific Provisions

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

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

1. The existing "Leave Relievers Protocol" and Leave Management System shall apply.
2. Only Registered Medical Practitioners shall be employed on RMO rosters
3. Termination of Employment – Employees shall be given at least 3 months, notice of termination and shall give one month's notice of resignation.

The following provisions apply to Waikato only

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

The following provisions apply to Bay of Plenty only

1. RMOs employed in A&E shall be paid a minimum category C.
2. No RMO can be required to work more than 1 weekend in 3 except that RMO's employed in accident and emergency departments and where shifts have been agreed shall have no less than 2 weekends in 5 off duty.
3. RMOs who provide cross cover shall be paid at the additional duties rate.
4. Cross cover shall be paid at $45/hour for house surgeons and $60 for Registrars and SHOs.
5. The employer shall pay the employee additional duties rates instead of normal salary for all hours worked on a statutory holiday. The employee shall give no less than 7 days notice of taking time off "in lieu".
6. RMOs employed in accident and emergency departments and where shifts have been agreed shall have no more than three shift start times on any roster unless agreed otherwise between the parties and no more than seven consecutive shifts without three clear days rostered off duty between shifts.

The following provisions apply to Nelson Marlborough only

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

The following provisions apply to Lakes only

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

The following provisions apply to Southland only

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

The following provisions apply to Taranaki only

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

The following provisions apply to Whanganui only

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

The following provisions apply to Tairawhiti only

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

The following provisions apply to MidCentral only

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

The following provisions apply to Northland only

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

Schedule Two:
LEAVE MANAGEMENT SYSTEM

System Strategy

1.0 The responsibility to arrange cover for RMOs on leave lies with the employer. It is not the responsibility of individual employees to find cover for their own leave. The employer will take all reasonable steps to ensure sufficient cover is available to permit RMOs to take leave.

2.0 Rosters shall not be rewritten unless there is a permanent change on the numbers of RMOs on the roster.

3.0 Leave Areas – RMO MECA Outline of Entitlements

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

4.0 Planned vs Unplanned Leave

4.1 Planned Leave

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

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

2. Generally one leave reliever will be required for each 7 HOs/SHOs employed. Generally one leave reliever will be required for each 5.5 Registrars employed. In addition where an RMO is on a night shift, a reliever must be provided to cover that RMO's rostered day duties.

3. Priority must be given to keeping planned leave relievers on consistent specialties, wards and teams as much as possible. For example keeping a medical RMO on medical cover, or where a period of night cover is followed by annual leave cover keeping the same RMO on the same team or ward.

   (a) Discipline preference: Where possible house surgeons and SHOs preference for surgical or medical specialty will be respected. Where an RMO specifies a preference, e.g. Medical or surgical cover, that they should have priority to cover in these areas.
   (b) Team continuity: An individual reliever should remain with the one team or ward as much as possible.
   (c) RMOs can only be allocated to cover runs that are within their scope of practice.

4. Limits on hours apply to relievers.

5. Relievers must have the skills to provide cover for the RMOs they are relieving. A SHO reliever may have the skills to cover both House Surgeon and SHO duties and may also act up as a Registrar. Registrar relief must be provided by those with the skills and experience in the specific discipline.

6. Availability for adult cover must be separated from that for paediatric or O&G cover unless agreed by the RMO concerned.

7. Where RMOs employed as relievers are pooled (as per clause 8.1.3), they shall be paid an 'A' category, or 2 categories above (whichever is greater).

4.2 Short Notice

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

1. Short notice leave relievers are allocated in one of two ways.

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

2. All RMOs providing short notice relief must have at least 6 weeks notice of any weeks so allocated to them.

3. Short notice relievers are for absent RMOs as a result of sickness, bereavement, other short notice leave requirements.

4. Notification to the SNR of whether relief is required and where the RMO will relieve must be given by 0900 hours each day Monday to Friday. If not notified the RMO will hold themselves available to relieve during the day should someone fall suddenly ill, until 1600 hours.

5. RMOs will be supplied with cell phone and if called after 0900 hours will have 2 hours to report to duty.

6. If required for a night shift, the RMO must be notified no later than 1400 hours.

7. If, having performed a night duty, the RMO is not contacted prior to 0900 hours to confirm they are **not** required the following night, the RMO will assume they are working the next night and prepare accordingly.

8. Having completed night duty(s) the RMOs shall be provided with as many sleep days off as consecutive nights worked up to a maximum of 3 days off.

9. Short notice relievers cannot be asked to work more than one period of duty in any 24-hour period.

10. Short notice relievers cannot be asked to work more than 2 long days (i.e. Periods of duty in excess of ten hours excluding night duties) in any seven-day period. Except that if the total number of hours does not exceed 72 in any seven day period, a third long day may be requested, however the third long day may not be in a consecutive 24 period with any other long day or night duty. This exception is to cater for the eventuality where the RMO has not been required to work at all some day(s) during their 7-day period on SNR.

11. No RMO can perform more than 7 days on short notice relief in any one period and this seven-day period shall commence on a Saturday. Periods of SNR shall be rostered no more frequently than once in six weeks if from a relief pool 1(a) above and no more frequently than once a quarter if from a pool as per clause 1(b) above.

12. If a short notice reliever is not notified by 1400 hours of relief required on a Saturday, Sunday or public holiday, they shall not be required at all that day.

13. Salary: For the period the employee provides short notice relief, they shall be paid a D category salary with additional duties for the hours outside the ordinary hours.

14. Priority for cover provided by short notice relievers shall be as follows:
    - Night cover
    - Acute take and Long Days
    - Specialty: Medical
      General Surgical
      Orthopaedic.

5.0 Support Package

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

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

Schedule Three

Protected Training Time

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

Schedule Four
ED/Intensive Care Unit Protocols

The parties shall, during the term of this agreement investigate the introduction of the following rostering protocols for ED's and ICU's in the urban DHB's.

In ED's

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

In ICU's

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

When undertaking transport duties

a) The escorting of patients is voluntary.
b) Employees shall be rostered on-call for transport duty for no longer than 12 hours. There shall be a minimum break of ten hours between periods on-call and in the event a transport is in operation beyond the 12 hours on call, the 10 hour break shall commence at the conclusion of the call back.
c) All RMOs undertaking patients transports shall have appropriate training, orientation and support both technically and with support staff.

Implementation

a) Implementation will occur on a DHB by DHB basis.

b) Cost neutrality must be established and agreed before the rules are implemented in each DHB. In the absence of cost neutrality a DHB may still opt to introduce the protocols.

c) It is accepted that current compliance costs in each DHB are to be offset against the cost of the new protocols in establishing cost neutrality. The cost of the increase to a minimum 'C' category salary shall not be included as this is considered part of the 2004 settlement and costed therein.

d) Once cost neutrality has been established implementation is dependant upon the parties accepting the protocols are workable. For the purpose of this clause and from the DHB's perspective, 'workable' means the absence of any 'significant clinical impediment' to their implementation.

e) Where the RMO's dispute a DHB's decision that there is a 'significant clinical impediment' to implementing the protocols their objection shall be tested through a clinical group comprising equal RMO and SMO (one of whom will be external to the DHB) representation who will make a recommendation to the CEO. The CEO will make a final decision on the matter, but before doing so will consult with the RDA.

f) i) DHB's are to identify current compliance costs no later than 24 December 2004.

   ii) DHB's are to identify the cost of introducing the new protocols no later than 28 February 2005.

   iii) The process is to be completed prior to 30 June 2005.

Schedule Five
Memorandum of Understanding

Part 1 - PARTIES

The parties to this Memorandum are:

- The DHBs being the 21 District Health Boards party to the MECA, and
- NZRDA.

PART 2 – PRINCIPLES OF THE EMPLOYEE/EMPLOYER RELATIONSHIP

The DHBs and NZRDA acknowledge that they must work cooperatively to achieve their overarching goal of maintaining and advancing a medical workforce providing high quality healthcare on a sustainable basis to the New Zealand population. The parties agree that:

- To the extent they are capable, provide appropriate health care to the communities they serve in an efficient and effective manner.
- To the extent they are capable, ensure the availability and retention of an appropriate trained and educated RMO workforce both now, and in the future.
- They will promote the provision of a safe, healthy and supportive work environment.
- They recognise the environmental and fiscal pressures which impinge upon the parties and work practices.
- They shall be good employers and employees.
- They shall endeavour to improve the relationship, decision making and cooperation between the parties.
- They recognise that differences will arise and work to overcome those differences.
- Service and training requirements are acknowledged and appropriately configured to meet the training needs of the medical workforce without compromising the delivery of quality health care.
- The collegiality, mentoring, and educational and clinical supervision inherent in medical team structures are acknowledged.
- The relationship is to be characterised by constructive engagement based on honesty, openness, respect and trust.
- To the extent they are capable, ensure RMO workforce planning and rostering meets patient and healthcare service requirements (which shall take into account the roles and participation of the wider healthcare team), whilst providing sufficient training opportunities and a reasonable work/life balance.
- The interdependence of various elements of the health workforce shall be recognised, as is the need for a team approach to the delivery of health care.
- Communication shall be effective and timely
- Actions within and across DHBs should be consistent.
- They accept accountability for actions.
- There must be an ongoing effort to review and improve on cost effectiveness and the sustainable delivery of high quality health services.
- The need to deploy resources appropriately may lead to a review of traditional job functions and the reallocation or substitution of tasks.

- They work towards enhanced job satisfaction for RMOs.

PART 3 – PURPOSE, COVERAGE AND APPLICATION OF THIS MEMORANDUM

The purpose of this Memorandum is to create a constructive, relationship between DHBs and the NZRDA that will help the parties attain their shared objectives and facilitate resolution of different points of view.

Core activities and roles required by this Memorandum shall be undertaken by a MOU Executive. The Executives' functions shall fall under three main categories: developing and trialling best practice, RMO administration and support, and a source of expertise on the MECA. Activities will include:

- Proposing and developing projects for improvement of workforce practices and planning involving RMOs which shall then be trialled in agreed locations in conjunction, where necessary, with other professional groups.
- Approving departures from the terms of the MECA for the period of an approved trial where such departure is necessary for the operation of the trial (refer clause 3(a) of the MECA)
- Acting as a central resource and source of expertise on the interpretation, application and operation of the MECA
- Acting as a central resource to advise on best rostering practices for RMOs
- Replacing CIAO and NCB (including a review of costs of training)
- Advising on CTA contracting and relationships
- Developing a strategic approach to the use and management of locums
- Advising on health and safety issues

The parties agree that the MoU will operate in conjunction with and according to the terms of the RMO National MECA.. To the extent that any conflict between these arises, the terms of the MECA shall prevail (attention is drawn to clause 3 of MECA). Notwithstanding the foregoing sentence, the disputes resolution procedure of MOU shall be utilised in respect of the MOU executive prior to any resort to clause 40 of MECA..

The Memorandum will come into force on the day that the MECA is signed by NZRDA and the DHBs 'lead CEO' on behalf of the DHB parties listed in Schedule A. It will expire at the expiry of the MECA.

PART 4 – MOU EXECUTIVE

Governance will be by an MOU Executive comprising:

- Chair (DHB CEO appointee) and a Deputy Chair (RDA appointee)
- Three NZRDA nominees
- Three DHB nominees

The above appointments will be made within one month of ratification and reviewed by their respective party (DHB or NZRDA) as that party sees fit.

The Executive will meet no less than 5 times a year to review progress on the core activities (including ongoing projects) and roles as set out in Part 3 and resolve any differences that may arise as set out in Appendix 2.

The frequency of the meetings will be reviewed as the MOU executive agrees.

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

Either party may invite other people to attend the executive to speak to specific topics / projects. Such invitees shall have no decision making powers.

Others may also be invited to assist or seconded to the Executive, by agreement, for specific reasons and/or projects and, again, shall not have decision making powers.

The procedures to be followed by the Executive are set out in Appendix 2 to this document.

Amendments to the Memorandum of Understanding may be made at any time with the agreement of the parties.

PART 5 GUIDELINES

The purpose of projects or trials conducted by the MoU Executive will be to consider different ways of delivering and configuring our health services to benefit patients, RMOs and the DHBs in accordance with the principles outlined in schedule 2. When developing and considering projects/trials the following should be considered. This list is not exhaustive.

- Hours of Work /Job Size
- Working Times
- Training and Professional Standards
- Remuneration Structure
- Cost Effectiveness
- Resource Use

STANDING ORDERS FOR THE MOU EXECUTIVE

1.0 DECISION MAKING

1.1 Unless expressly provided elsewhere, every endeavour shall be made to achieve consensus in decision making except that failing consensus, decisions shall be made by majority vote.

1.2 Discussion on any proposal shall be broad and informal and constrained as to time by the guidance of the Chair rather than through procedural motions.

2.0 OBSERVERS AND EXPERTS

2.1 Observers may only be present with the agreement of the Chair and Deputy Chair.

2.2 Either party may invite experts by notifying the Chair and Deputy Chair.

3.0 MINUTES

3.1 Minutes shall be prepared but are in note form and not a verbatim record of proceedings.

3.2 Minutes shall have no status until confirmed by the MOU Executive, and may be amended before confirmation.

3.3 Confirmed minutes shall be available to interested parties unless otherwise agreed by the MOU executive. Individual's names shall not be recorded without the express agreement of the individual concerned.

4.0 AGENDAS

4.1 Executive Members shall advise the Chair of items to be included on the agenda not less than two working days before the meeting.

4.3 Items raised, not on the agenda shall be dealt with in accordance with the wishes of a majority of the MOU Executive; however, form is not to get in the way of addressing and seeking resolution of outstanding issues.

5.0 QUORUM

5.1 The Executive can exercise no authority, power, or discretion, and no business of the Executive can be transacted, at any meeting of the Executive, unless the quorum of members is present at the meeting. A quorum requires at least 75% of the permanently appointed members of the MOU Executive to be present.

5.2 Members of the Executive will authorise a proxy if they are unable to attend a meeting. Notice must be given to the Chair (or the Deputy Chair in the Chair's absence) as soon as practicably possible. The proxy will have the speaking and voting rights of the Executive Member they are deputising for – in addition to their own if already a member of the Executive.

6.0 MECHANISM FOR RESOLVING DIFFERENCES

6.1 We accept that differences are a natural occurrence and that a constructive approach to seeking solutions will be taken at all times. The object of this clause is to encourage the Executive to work cooperatively to resolve any differences and share in the responsibility for quality outcomes.

6.2 Any matter that cannot be resolved will be referred by the Executive to a mutually agreed third party who will help facilitate an agreement between the parties. Failing identification of a mutually acceptable third party, the matter shall be referred to the Mediation Service of the Department of Labour (or its successors) to appoint someone.

6.3 In the event that the parties can not reach an agreed solution and unless the parties agree otherwise, after no less that two facilitation meetings, the third party will, after considering relevant evidence and submissions, provide a written but non-binding recommendation to the parties.

6.4 Nothing in this MOU shall have the effect as to restrict either parties rights at law to access to the Employment Relations Authority, Employment Court or any other legal remedy.

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