



NO PAY CUT

**EVERY  
RESIDENT  
DOCTOR  
COUNTS**

**COLLECTIVE AGREEMENT**

**18 JUNE 2024 - 31 JULY 2026**



YOU WOULDN'T DRIVE THIS TIRED

DOCTORS' WORKING HOURS ARE CUTTING PATIENTS' LIVES

WORKING 32 Hours in 48

WORKING 32 Hours in 48 UNSAFE

SAVINGS \$3 SAVING LIVES

NO PRICE ON PATIENTS' LIFE

PAY CUTS PUSHING AUSTRALIA



TOOT 4 JUNIOR DOCTORS

NO PAY CUTS

SAVINGS \$3 SAVING LIVES

NO PRICE ON PATIENTS' LIFE

NO DOCTOR LEFT BEHIND

ALL NZ DOCTORS OF DOCTORS & LIVES

DOCTORS

TOOT 4 JUNIOR DOCTORS

NO PAY CUTS

SAVINGS \$3 SAVING LIVES

NO PRICE ON PATIENTS' LIFE

NO DOCTOR LEFT BEHIND

EVERY DOCTOR UNDER PAID UNDER STAFFED OVER IT

EVERY DOCTOR UNDER PAID UNDER STAFFED OVER IT

TOOT 4 JUNIOR DOCTORS

NO PAY CUTS

WORK 30 HOURS IN TWO DAYS

TOOT 4 SAFER HOURS

NEW GOVT TARGET STAFF AUS

WINTER IS COMING DOCTORS ARE GOING

FAIR PAY FOR DOCTORS

HEALTH NZ BARKING MAD

NO PAY CUTS

NO PAY CUTS

FAIR PAY FOR DOCTORS

NO PAY CUTS

PAY DOCTORS

PAY DOCTORS

WORKING 32 HOURS IN 48 UNSAFE

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FAIR PAY FOR DOCTORS

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# INTRODUCTION

**JULY 2024**

Dear Reader,

In May and June 2024, members of the New Zealand Resident Doctors' Association took 5 days of strike action in response to an offer from the employer which attacked the rights and conditions of our members.

We stood up for over 300 of our colleagues facing a pay cut, while securing historic pay rises for all our members across the board. We kept the exam step. We agreed a process to work to phase out double long day weekends and to ensure job security as an SMO when you finish your training.

It took 18 days of negotiations to get to this agreement.

Settlement was finally attained after ratification by ballot on 27 June, the day before Matariki weekend 2024. We achieved this settlement because our members clearly understood the issues in the bargaining and were united and determined to continue strike action for as long as required.

The strength this took stems from the responsibility we feel as guardians of the rights and working conditions that NZRDA members have fought hard to secure for us over the last 40 years.

It's now our role to protect and improve this contract for those who come into our jobs after us.

This collective agreement is evidence of our commitment to ensure every resident doctor counts. It is also a tool to make sure it happens.

United we bargain, divided we beg,

**NZRDA**



And

# **Te Whatu Ora** Health New Zealand

Collective Agreement

18 June 2024 to 31 July 2026

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**HEALTH NEW ZEALAND | TE WHATU ORA  
NZ RESIDENT DOCTORS' ASSOCIATION  
COLLECTIVE AGREEMENT**

**PREAMBLE**

The parties commit to:

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

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

Further, the parties are committed to working together to address health inequalities. To support this objective:

1. The parties acknowledge the importance of Te Tiriti o Waitangi as the constitutional basis of the relationship between Māori and the Crown, and the unique status of Māori as tangata whenua of Aotearoa/New Zealand.
2. The parties will promote and enable an understanding of the principles of Te Tiriti o Waitangi and their implementation in the workplace through:
  - (i) enabling all employees to have a good understanding of the needs and aspirations of whānau, hapū, iwi and Māori communities, including through building awareness of the aims of He Korowai Oranga - the Māori Health Strategy and the Māori Health Action Plan.
  - (ii) enabling all employees to gain the capability (skills, knowledge and behaviour) required to engage meaningfully with Māori.
  - (iii) all employees feel supported to develop their knowledge of Te Tiriti o Waitangi and Te Ao Māori and how this applies in the context of the work we do and the communities we serve.
  - (iv) enabling all employees to gain an understanding of the HNZs’ responsibilities and obligations as a Te Tiriti o Waitangi partner and are able to demonstrate this in our workplace.
  - (v) encouraging the development in, and the promotion of, Te Reo Māori.
3. HNZ, NZRDA and its members acknowledge their respective responsibilities and commitments to the clauses above.

Health New Zealand | Te Whatu Ora agrees to support RMOs plan their careers and in the transition from RMO to SMO though annually publishing, or otherwise making available, a list of SMO and fellowship vacancies and projected specialty shortages and surpluses.



The parties support the principle that the New Zealand public health system should retain RMOs as SMOs. The parties support the following mechanisms to affect this principle:

- Encouraging career planning meetings with RMOs nearing completion of their vocational training to assist them to develop a plan to apply for SMO vacancies;
- Service planning processes identify plans to advertise and appoint to current or likely vacant SMO positions, or new SMO positions; and
- Consideration on a best endeavours basis of whether, if there are no SMO vacancies in the RMO's vocational specialty within Health New Zealand | Te Whatu Ora, a limited-term interim position may be created, or the RMO may be engaged on a fixed term to cover for a parental or sabbatical SMO absence.

The parties acknowledge appointment to an SMO position will be a contestable process and their application will be considered alongside other suitable applicants (including other NZ-trained RMOs who have completed vocational training) consistent with statutory and contractual obligations around appointment processes.

HNZ will work with the medical unions to establish a common policy position on retaining NZ-trained vocational qualifying RMOs including actions needed to progress this.

## **1.0 PARTIES AND COVERAGE**

1.1 The parties to this Collective Agreement shall be:

- (a) Health New Zealand | Te Whatu Ora hereinafter referred to as HNZ or the "employer".
- (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 employer on medical and/or associated duties, including but not restricted to those who have the following designations:

- House Officer (including Dental House Officer)
- Senior House Officer
- Registrar (including Dental Registrar)

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

1.3 The parties have agreed to the establishment of national and local resident doctor engagement groups to cement and support the relationship between the employer, RMOs and NZRDA. The terms of reference for the National Resident Doctor Engagement Group (NREG) are set out in Schedule 5. The terms of reference for the Local Resident Doctor Engagement Groups (LREGs) are set out in Schedule 6.

1.4 Subject to Section 58 Employment Relations Act 2000, if an employee who is covered by the terms and conditions in the collective agreement, joins another union and becomes covered by a different collective agreement, or alternatively, the employer is required by law to provide the employee with the terms and conditions of a different applicable collective agreement, then the terms and conditions contained within this agreement will cease to apply in their entirety. In that instance the employee's terms



and conditions will be solely those contained in the other collective employment agreement, together with any other additional more favourable terms that are agreed, when or after the employee becomes covered by the terms of the different collective agreement.

## 2.0 INTERPRETATIONS

“**CEO**” means the Chief Executive Officer of Health New Zealand | Te Whatu Ora.

“**Continuous Service**” means unbroken service with Health New Zealand | Te Whatu Ora or its predecessors, except where an employee resigns from Health New Zealand | Te Whatu Ora and commences employment again within three months, their service shall be considered to be continuous for the purposes of entitlements under this collective agreement. The employer shall also recognise time spent in relevant research and clinical teaching for appointments.

“**Cross Cover**” is where an RMO covers the duties of another RMO who is absent between 0730 and 1730 hours Monday to Friday.

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

“**Dental house officer**” means a dental officer in their first years of employment after graduation.

“**Dental registrar**” means an employee employed by the employer to provide services in a dental specialty, whose position is designated by the Employer as a Registrar 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**” – in the context of Health New Zealand | Te Whatu Ora means the geographic area and associated work sites of the previous District Health Board, consistent with the provisions of clause 12, Schedule 1, Pae Ora (Healthy Futures) Act 2022.

“**Health New Zealand | Te Whatu Ora**” is a Crown Agent established under section 11 of the Pae Ora (Healthy Futures) Act 2022.

“**HPCAA**” means Health Practitioner Competence Assurance Act 2003 (or any act passed in substitution).

“**House Officer**” means a medical officer in their first 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 employer 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.

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

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

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

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

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

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

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

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

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

**“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 employer.

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

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

### **4.0 HOURS OF WORK**

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

### **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 employer's operational requirements and subject to all the following conditions for all other RMOs:

- (a) Satisfactory performance
  - (b) Passing appropriate examinations to gain required qualifications and continued membership of the training scheme
- 5.2 The parties acknowledge that in order to maintain appropriate staffing levels the following positions shall be "contestable":
- Senior House Officers posts: continued employment will be dependent on there being sufficient 1st year House Officer posts.
  - Initial entry to Registrar training posts shall be in competition with other suitably qualified applicants.
- 5.3 Temporary employment agreements should only be used to cover specific situations of a temporary nature, e.g:
- (a) to fill a position where the incumbent is on study or parental leave; or
  - (b) where there is a task of finite duration to be performed; or
  - (c) employment of GPEP trainees on an Alternate Vocational Scope placement



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

- 5.4 Subject to the provisions of the Human Rights Act and all else being equal preference for appointment will be given to Graduates of a New Zealand Medical School, who are citizens or permanent residents of New Zealand.
- 5.5 The parties to this Agreement acknowledge that where an employee is appointed to a recognised training post, participation in the appropriate recognised training programme is a condition of employment.
- 5.6 Where an employee's employment is terminated by operation of this clause three months notice or payment in lieu thereof shall apply.

## 6.0 RUN ALLOCATION

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

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

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

- Effective backup and support
- Appropriate orientation is provided before commencement on the roster within the department
- Several days of induction are provided under direct supervision to acquire all skills (eg, intubation, IV lines, assessment, and management of acute presentation)
- Written guidelines are provided on when it is appropriate to contact a more senior doctor
- The employee knows how to summon help and is able to document adequately any such approach made to a senior doctor
- The more senior doctors are available, approachable, helpful and reasonable



- The employee's discharges are audited on a regular basis and no less frequently than 8 hourly to ensure appropriate decision making is made.
- 6.5 Provisional Registrants on Night Duty – The MCNZ provision preventing employees registered under the HPCAA within the provisional general scope of practice to work nights in the first 6 weeks of employment is noted. Employees registered under HPCAA within the provisional general scope of practice on house officer rosters shall not work night shifts in the first 6 months of employment. Except that:
- 6.5.1 employees employed on a temporary basis from overseas who have had more than six months experience as a registered medical practitioner in their country of origin shall be excluded from this provision.
- 6.5.2 in the following Districts: *Canterbury, Southern (Other than Invercargill Hospital-based runs), Auckland, Hutt Valley, Waitemata, Capital and Coast, Taranaki, Hawkes Bay, Counties Manukau, Nelson Marlborough (Wairau hospital only)*, these employees on house officer rosters shall not work night shifts in the first 3 months of employment. In the second 3 months of employment in these Districts, employees registered under HPCAA within the provisional general scope of practice on house officer rosters shall only work night shifts if they have completed a general medical run and are directly supervised by a registrar on duty

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

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

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

- 6.6.1 There shall be no rotation to another district outside the city boundaries (55 kilometre radius) without agreement between the parties. Agreement will not be unreasonably withheld. The parties accept that existing rotational arrangements within the Auckland area (former Waitemata DHB, Counties Manukau DHB and Auckland DHB) and Wellington area (former Capital and Coast DHB and Hutt Valley DHB) shall continue to apply unless otherwise agreed between the parties.
- 6.6.2 Runs may be developed that require an RMO to rotate to another location (including a service operated by another provider) but remain employed by their current employer. Rotations will generally be no less than 3 months for house officers and six months for registrars. Such runs will be subject to the process in clause 10.12 and Schedule 9. These runs will then be advised in accordance with clause 6.1. Where the employee is required to rotate to a different location greater than 55 kilometres from their previous location, for a period of time, clause 29 will apply.
- 6.7 The undertaking of “Air Escorts” duties shall be voluntary and the employer shall ensure that the employee is covered by adequate personal accident insurance. For the purposes of this clause “adequate personal accident insurance” shall include at least provision of disability income protection (or equivalent) to the RMO and \$1million death cover insurance. This insurance cover shall also apply to all employees required to



travel on employer business to locations outside the city boundaries.

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

#### 6.9 Rotations between Districts

6.9.1 The parties acknowledge that under Health New Zealand | Te Whatu Ora, planned rotation between Districts do not require an RMO to resign their employment, but employment will transfer from one District to another. Where an RMO intends to transfer between Districts outside of the allocations advised in accordance with 6.1, then they should provide three months' notice of this decision to their employing District to enable the transfer to be managed and processed in a timely way. This may include opportunities to allow the transfer to occur at an earlier date where agreed by the Districts and the transferring RMO.

6.9.2 The parties recognise circumstances may make a lesser period of notice appropriate. For example, this provision shall not operate to deny any RMO movement in the following circumstances:

- They are transferring to a College allocated or College required training position.
- They are transferring as a result of major change in their health or family life.
- They are transferring to take up their first registrar position from a House Officer role
- When the current run is determined by the College to be unable to be certified for the individual RMO's vocational training.

In these circumstances the RMO should give notice as soon as possible.

6.9.3 Where an RMO is transferring between Districts, regardless of whether it is a requirement of training or not, once a transfer has been confirmed, the Districts involved will work together to provide a reasonable timeframe for relocation to occur – including consideration of rostered duties in the changeover week – and to transfer relevant employment information in a timely manner.

6.9.4 Employees rotating to a new workplace and required to relocate at changeover (whether or not they are eligible for transfer expenses), shall not be rostered on duty or on call for the last weekend of the run.

### 7.0 PROTECTION OF TRAINING PROGRAMMES

7.1 The parties acknowledge that the Medical Council of New Zealand is currently considering possible developments to the education and training framework for first and second year House Officers. The parties acknowledge the potential implications of such work and will work together to ensure the potential mutual impacts on the parties add value, are constructive, and delivered by cost effective means.

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

7.3 Given the importance of education and training for RMOs in so far as it is within the control of the party(s) there will be no change to the manner in which these services are provided unless agreed in accordance with this agreement.

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



- 7.5 When a run change results in a reduction in ordinary hours worked there will be consideration of the impact on training, and changes made to ameliorate loss of opportunity as well as to take advantage of new training opportunities. Activities considered as part of training and a process to be undertaken is provided in Schedule Eight.
- 7.6 The parties agree that runs initiated by the HNZ outside of the current HNZ hospital setting are possible provided that these runs are suitable to meet the normal registration and training requirements of HNZ hospital runs and allocated in the same manner as are runs within the HNZ hospitals. During such a run (outside of the current HNZ hospital setting), the RMO shall remain an employee of HNZ and the terms that apply to those runs are agreed between the parties. The terms and conditions of this CA will continue to apply.

## **8.0 SALARIES AND WAGES**

- 8.1 Each employee shall be paid a salary as set out in the table below.
- 8.1.1 The appropriate category shall be based on the expected average hours as set out in the run description.
- 8.1.2 (a) Where medical cover is provided by full rotating shifts over 24 hours/7 days such runs shall be categorised a minimum of two categories above that which would otherwise apply in terms of Clause 8.1.1. This provision shall apply to EDs, ICUs, and to such other services as may be agreed in accordance with clause 13.6.
- (b) For runs to which 8.1.2(a) does not apply, any Ordinary Hours which are not rostered shall be counted as hours worked (up to a maximum of 8 Ordinary Hours per day) when determining the category for the run except that:
- i. no ordinary hours shall be counted for days that are completely free from rostered duties, other than days following a period of rostered night duties (“sleep days”) provided in accordance with clause 13.2.1(c) or 13.4.7 or Schedule 10 (Limits on Consecutive Night Shifts and Minimum Recovery Time); and
  - ii. From 31 January 2027, no ordinary hours shall be counted for days completely free from rostered duties following a period of rostered night duties (“sleep days”) provided in accordance with clause 13.2.1(c) or 13.4.7 or Schedule 10 (Limits on Consecutive Night Shifts and Minimum Recovery Time).<sup>1</sup>

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<sup>1</sup> Implementation Note: The recalculation of run categories as a result of the agreed change to 8.1.2(b)(i) and (ii) shall be carried out in the following manner:

- i. Where the employer determines that the change results in a different salary category, they shall provide detail of their calculation to the NZRDA no later than one month prior to the relevant date in 8.1.2(b)(i) or 8.1.2(b)(ii) for consideration.
- ii. The NZRDA will raise any concerns with these calculations within 14 days and the employer will address any issues identified prior to implementation of the run category change.
- iii. Following either the notification in i. above or the implementation of the category change itself, a ‘verification of hours review’ under 12.5.2 may be initiated by the employer, RMOs on the roster, or the NZRDA on their behalf. Such a review must be identified as being as a result of this implementation process.
- iv. Should the review following the implementation of the category change result in a higher category, then the date of change for the purpose of clause 12.5.2(x) shall be the relevant date in 8.1.2(b)(i) or 8.1.2(b)(ii) as applicable.
- v. If this review results in a further decrease in category, the provisions of 12.5.2(xi) shall apply.



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

Except that different arrangements for the payment of short notice relievers apply as set out in Schedule Two.

- 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 2 Category A or year 3 category B shall be paid Category A year 3 plus \$5,300 gross per annum and an RMO who is on year 3 Category A shall be paid an additional \$10,600 gross per annum. For clarity this provision is payable only for the time spent performing the relief/reliever role.

- 8.1.5 RMOs employed in ED and Intensive care Units shall be paid a minimum C category.

## 8.2 Registrars

### Effective 24 June 2024

Cat	Hours	Year 1	Year 2	Year 3	Year 4	Year 5
F	40-44.9	91,911	96,291	100,633	105,001	109,332
E	45-49.9	98,984	103,910	108,911	113,731	118,718
D	50-54.9	111,972	117,565	123,119	128,842	134,303
C	55-59.9	127,338	133,842	140,082	146,572	152,851
B	60-64.9	142,813	149,999	157,257	164,324	171,511
A	65+	160,955	169,085	177,149	185,260	193,267

Cat	Hours	Year 6	Year 7	Year 8	Year 9	Year 10
F	40-44.9	129,266	134,294	139,502	144,927	150,582
E	45-49.9	129,266	134,294	139,502	144,927	150,582
D	50-54.9	141,371	148,329	155,248	162,311	162,311
C	55-59.9	160,903	168,726	176,777	184,650	184,650
B	60-64.9	180,315	189,355	198,185	207,106	207,106
A	65+	203,345	213,303	223,441	233,467	233,467

### Effective 7 July 2025

Cat	Hours	Year 1	Year 2	Year 3	Year 4	Year 5
F	40-44.9	91,911	96,291	100,633	105,001	109,332
E	45-49.9	101,492	106,384	111,342	116,104	121,057
D	50-54.9	114,820	120,354	125,866	131,533	136,949
C	55-59.9	130,566	137,020	143,198	149,635	155,853
B	60-64.9	146,436	153,561	160,759	167,759	174,883
A	65+	165,043	173,095	181,089	189,128	197,061



Cat	Hours	Year 6	Year 7	Year 8	Year 9	Year 10
F	40-44.9	129,266	134,294	139,502	144,927	150,582
E	45-49.9	129,266	134,294	139,883	146,068	150,582
D	50-54.9	143,946	150,838	157,699	164,689	164,689
C	55-59.9	163,835	171,580	179,560	187,356	187,356
B	60-64.9	183,602	192,562	201,307	210,134	210,134
A	65+	207,047	216,909	226,955	236,896	236,896

### 8.3 House Officers

#### Effective 24 June 2024

Cat	Hours	Year 1	Year 2	Year 3
F	40-44.9	76,000	79,981	84,479
E	45-49.9	84,385	89,275	94,300
D	50-54.9	95,391	100,973	106,672
C	55-59.9	108,503	114,913	121,284
B	60-64.9	121,607	128,837	136,014
A	65+	136,909	145,063	153,283

#### Effective 7 July 2025

Cat	Hours	Year 1	Year 2	Year 3
F	40-44.9	77,934	82,321	86,785
E	45-49.9	87,029	91,876	96,870
D	50-54.9	98,381	103,916	109,569
C	55-59.9	111,905	118,263	124,579
B	60-64.9	125,422	132,595	139,712
A	65+	141,197	149,288	157,445

### 8.4 RESERVED

### 8.5 Placement in Salary Scales and Progression

8.5.1 On appointment, a House Officer shall be placed in the House Officers' scale based on their years of post-graduate service as an RMO. Thereafter progression through the scale shall be on their anniversary of appointment.

8.5.2 An RMO shall be placed on Year 1 of the Registrar scale on their appointment to their first Registrar position. Other Registrar service (including overseas service) considered by the employer to be directly relevant to the position shall be credited for the purposes of determining commencement step on the Registrar scale. Other service which is considered by the employer to be directly relevant to the specialty positions shall be credited for the purposes of determining commencement step.

8.5.3 Thereafter a Registrar shall progress through their salary scale annually on completion of each 12 months' service, except that a Registrar shall not progress beyond year 5 unless they are in a training programme, the conclusion of which shall entitle them to direct registration under a vocational scope of practice in New Zealand.





8.5.4 Where a Registrar has been held on year 5 is accepted into a training programme that satisfies the requirements of 8.5.3 then, at the date of this acceptance, they shall progress to the next step in the scale where they have been on year 5 for 12 months or more. This move shall reset their anniversary for future progression.

8.5.5 Except as provided above, all RMOs employed by the employer at the date this collective agreement comes into force shall retain their existing anniversary date for pay progression purposes.

8.5.6 A Registrar in a formal training programme shall retain their salary step where they are required to complete an approved house officer or senior house officer run as part of that training programme. They shall be paid in the Registrar scale on the basis of the category for the house officer or senior house officer run.

## 8.6 Higher Qualification Increment ('Exam Step')

8.6.1 Where a Registrar passes their Part I examinations or equivalent College-set examination requirements, they shall be entitled to progress to the next step in the salary scale from the first Monday of the month following the date on which the qualification is awarded, provided this shall not occur prior to the Registrar's sixth year of post-graduate medical employment.

8.6.2 A Registrar in dual vocational training programmes may access the Higher Qualification Increment in respect of each vocational scope. Where a Registrar is a dual trainee and is already on the maximum step for their category when they qualify for the Higher Qualification Increment in respect of their second vocational scope, then they shall, for the following year, receive a one-off allowance of \$5,300 p.a. paid on a fortnightly basis in addition to their regular salary. For the purposes of this clause, a dual trainee means a Registrar who participates in two vocational training programmes that entitle registration in two vocational scopes of practice.

8.6.3 For clarity, the Higher Qualification Increment will not affect the Registrar's normal salary progression under 8.5.3.

## 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 Rural Hospital Allowance

8.8.1 An allowance of 5% of base salary shall be paid to RMOs who are employed by Te Whatu Ora under this agreement at one of the following rural hospitals:



<b>Te Tai Tokerau/Northland</b> <ul style="list-style-type: none"> <li>• Dargaville</li> <li>• Kaitaia</li> <li>• Kawakawa (Bay of Islands)</li> </ul>	<b>Waikato</b> <ul style="list-style-type: none"> <li>• Taumarunui</li> <li>• Te Kuiti</li> <li>• Thames</li> <li>• Tokoroa</li> </ul>
<b>Lakes</b> <ul style="list-style-type: none"> <li>• Taupo</li> </ul>	<b>Taranaki</b> <ul style="list-style-type: none"> <li>• Hawera</li> </ul>
<b>Midcentral</b> <ul style="list-style-type: none"> <li>• Dannevirke</li> </ul>	<b>Hawke's Bay</b> <ul style="list-style-type: none"> <li>• Wairoa</li> </ul>
<b>West Coast</b> <ul style="list-style-type: none"> <li>• Greymouth (Grey Base)</li> <li>• Westport (Buller Hospital)</li> </ul>	<b>Canterbury</b> <ul style="list-style-type: none"> <li>• Kaikoura</li> <li>• Ashburton</li> </ul>
<b>Southern</b> <ul style="list-style-type: none"> <li>• Queenstown (Lakes)</li> </ul>	

8.8.2 The allowance shall be paid fortnightly.

8.8.3 This allowance will be pro-rated for RMOs working less than full-time. This allowance shall not be paid to casual/locum employees.

8.8.4 The parties agree that the Hospitals under coverage of this clause may be reviewed if the RNZCGP rural health medicine Division recognition as a Level 2 or 3 site changes.

## 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 gross taxable salary, provided that the subsidy shall be reduced by the amount, if any, that the employer is required to contribute or is contributing to the employee's KiwiSaver scheme or complying superannuation fund (as those terms are defined by the KiwiSaver Act 2006).

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

## 9.0 PART-TIME EMPLOYEES

### 9.1 Establishing Part-time roles

The parties acknowledge there is increasing demand from RMOs for part-time employment for a variety of reasons including improving work-life balance, and greater flexibility.

Each District shall commit to a positive process of introducing part-time employment opportunities for RMOs including reviewing whether part-time roles can be established or offered as part of any service or roster reviews.

Each District shall have a process for RMOs to express their preference for part time employment during their annual recruitment cycle and shall make all reasonable efforts



to facilitate part time employment applications within available FTE, including through matching RMOs together in job sharing arrangements.

Each District shall have a process for RMOs to take up part time employment opportunities and shall make all reasonable efforts to facilitate part time employment applications, including through job sharing.

To facilitate increasing part-time opportunities for RMOs (other than job share arrangements), the parties agree that the individual employee and the employing District may agree a run description that sets out the duties of the part-time role.

Such run descriptions shall be specific to the individual RMO's tenure in the part-time role, and their establishment shall not constitute a change in accordance with clause 10.12 (or Part B of Schedule 9) unless there is a consequential change to the responsibilities of other RMOs on the run.

## 9.2 Conditions of Employment

Part-time work by an Employee is to be paid as a proportion of whole-time salary. Whole-time salary for the purposes of this clause shall mean the salary for which the run is categorised. Where an RMO does not undertake a common proportion of the whole-time ordinary and out-of-hours duties, the proportion of salary shall be established based on the relative proportion of ordinary and outside ordinary duties relative to those required of the whole-time RMO.

Clause 13.4.4 shall not apply to part-time employees. Part time employees are entitled to other conditions of employment on a pro rata basis as appropriate. For the sake of clarity, the annual practicing certificate, indemnity insurance and costs of training are to be reimbursed in full unless the employee has other permanent private sector employment as a doctor.

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

## 10.0 RUN DESCRIPTION

Every run shall have a run description which sets out the established work patterns, including the roster template.

The run descriptions shall form part of this Collective Agreement, be held by the RDA and each District 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.  
less RDO Hours (per 8.1.2(b)(i))
  - (b) Roster hours over 40 including call-backs for rostered ward rounds.
  - (c) Unrostered hours.
- 10.10 Periods of leave shall not be used in determining hours worked.
- 10.11 Rosters shall not be rewritten unless there is a permanent change in the numbers of RMO's on the roster.
- 10.12 **Changes to run descriptions.**

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

- (a) Agreement with the affected RMOs will be sought by applying the overarching principles for change management set out in Part A of Schedule Nine.
- (b) Any agreement to change will be assessed by vote. The vote shall be conducted as follows:
  - Only affected RMOs may vote
  - The period for voting shall be clearly set out and once the period is closed no further votes can be submitted
  - Voting will be conducted on-line and shall be anonymous. If on-line voting is not practicable and the affected RMOs accept that some other form of voting is appropriate, then an alternative method of voting can be used.
- (c) Change will only proceed if 2/3rds of the affected RMOs who participate in the vote, vote in favour of the change – this means obtaining the threshold number of votes set out below, if the number of votes is 20 or less:

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

- (d) Affected RMOs are those whom the proposed change will affect at the time it is implemented.



- (e) Generally, this change proposal process will not be initiated in November or December.
- (f) Following agreement to change under this process, a copy of the new run description shall be forwarded to the NZRDA.

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

**11.0 ADDITIONAL DUTIES**

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

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

	<b>Additional Duty Hourly Rates</b>	
	<b>0800-2200</b>	<b>2200-0800</b>
<b>House Officer</b>	\$60.00	\$90.00
<b>Senior House Officer</b>	\$75.00	\$115.00
<b>Registrar</b>	\$85.00	\$130.00
<b>Senior Registrar</b>	\$120.00	\$180.00

11.3 For the purpose of the additional duty rates above, Senior Registrars, are those Registrars in an advanced training programme who have passed their Part I exams or equivalent, and who are on Step 4 or higher on the Registrar scale.

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**

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

12.2 The review shall first be conducted at Unit level and in a collaborative manner. Before commencing the review the initiator shall advise the other parties in writing of their intention. Copies of such notification shall be forwarded to the NZRDA.

12.3 In the event that agreement cannot be reached, the RMOs may involve respective representatives.

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



## 12.5 **Salary Review Protocol:**

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

12.5.1 Where a new roster pattern or change to an existing roster has been agreed in accordance with clause 10.12, including to increase or decrease the number of RMOs, then an estimated appropriate salary category shall be established through the following process:

- (i) The employer shall establish the expected average rostered hours, including ordinary hours if a non-rotating shift roster in accordance with clause 8.1.2, and thereby determine the salary category based on the new roster pattern.
- (ii) The employer shall provide their calculations to the NZRDA for consideration within 7 days and will address any issues identified prior to implementation.
- (iii) Should the expected average hours, excluding unrostered hours, fall below the middle of the salary category band hours as identified in clause 8.2 then that salary category shall apply when the new or changed roster is implemented. For example if the average rostered hours are 57 then the salary category shall be a C.
- (iv) Should the expected average hours, excluding unrostered hours, be on or above the middle of the salary category band hours as identified in clause 8.2 then the category above the expected average hours shall apply when the new or changed roster is implemented. For example if the average rostered hours are 57.45 then the salary category shall be a B category.
- (v) If the employer considers that unrostered hours are likely to exceed 8 hours when a review is subsequently carried out in accordance with clause 12.5.2 below, then the employer will pay an additional salary category to that determined by either (iii) or (iv) above in the interim period.
- (vi) The salary category for a new roster or change to existing roster shall be confirmed by a review carried out in accordance with 12.5.2. The review shall commence within three months of the new or changed roster being implemented and should focus on the unrostered hours.

### **Verification of hours review**

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

- (i) The initiator shall advise the other parties in writing of their decision to review the salary category for the run. Notification should be provided a minimum of fourteen days prior to any proposed commencement date unless agreed otherwise.
- (ii) This notification shall propose:
  - The date of commencement of the review. Reviews shall not be undertaken in retrospect unless agreed between the parties.
  - The period of the run review. This period shall be representative of normal working conditions and shall not be less than 4 weeks and no longer than 6 weeks unless agreed otherwise by the parties
  - Run reviews should not overlap run changeovers



- Confirmation as to whom the timesheets are to be sent and arrangements to ensure both the employer party and NZRDA receive copies at the same time. Timesheets will normally be forwarded to the employing District's RMO unit unless the employer specifies otherwise
- (iii) The non-initiating party shall raise any concerns regarding the notification within 7 days otherwise the review proceeds as per the notification.
  - (iv) Upon receipt of notification of a review the employer must supply the run description and published roster for the run to the NZRDA.
  - (v) RMOs have an obligation to complete the timesheets in an accurate and timely manner. The NZRDA shall reinforce this obligation and take reasonable steps to encourage members to comply with it.
  - (vi) Assessment of timesheets shall be completed by both the employer party and the NZRDA. Assessments should be exchanged within three weeks of receipt of the last timesheet. This timeframe can be altered by agreement between the parties.
  - (vii) Any dispute over whether hours reported as worked are in fact required should acknowledge expected individual variation including experience and training of RMOs employed on a run (subject to the RMO being deemed competent for their level). Hours worked should be accepted as hours required unless the employer can demonstrate good reason otherwise.
  - (viii) Should the parties calculations not result in agreement of the salary category then both parties must identify the cause for the variation within three weeks from the date of exchange of assessment and supply it to the other party. If the cause for the variation in calculations is not supplied within this three week timeframe then the initiating party's calculated salary category is deemed confirmed.
  - (ix) If the cause for the variation in salary category is supplied and agreement to the correct salary category cannot be reached the matter shall be referred to the employer's human resource department and NZRDA for resolution. If this is unsuccessful the matter shall be an employment relations problem as that term is defined in clause 40 and shall be resolved in accordance with that clause.
  - (x) Implementation of any alteration to salary category shall occur within two pay periods. Any required increases in the salary for the run description shall be backdated to when the change occurred that resulted in the change to average hours.
  - (xi) Where no identified rationale for any increase, if an increase in run category has been agreed, then the increase shall be backdated to the commencement of the run in which the review took place but not earlier. Decreases in salary shall not be made retrospectively. Where the parties cannot agree on any identified rationale for the change that resulted in the increase in salary category then the matter should be resolved in accordance with clause (ix) above.

## 13.0 LIMITS ON HOURS

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



13.2 The following rostering requirements shall apply for all Emergency Departments (EDs) and Intensive Care Units (ICUs).

13.2.1 Weekly Limits:

- 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, 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.
- d) Employees shall have 2 consecutive days off in every seven days (inclusive of the above).
- e) Employees shall have an average of 50% of weekends off duty over the period of the house officer run or over a period of 12 weeks for registrars, provided that no more than 3 weekends may be rostered in a row.

13.2.2 Duty Limits:

- a) No employee shall be required to work for a continuous period exceeding 10 hours inclusive of meal breaks, except that, in ICUs 12 hour shifts may operate subject to the application of all other limits in 13.2.1. The introduction of 12 hour shifts shall be through the process in Part B of Schedule 9.
- b) Employees shall receive a minimum break between periods on duty as follows:
  - i. in EDs - 11 hours
  - ii. in ICUs - 10 hours

13.2.3 The provisions of clauses 13.4.4 and 13.4.5 shall also apply.

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

13.2.5 Transport Duties

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

13.2.6 Implementation

Where an ED/ICU roster did not use the previous schedule 4 rostering protocol then changes to these rosters to meet the requirements of 13.2.1, 13.2.2 and 13.2.5 shall go through a part B of Schedule 9 process. Previous arrangements may continue to operate until any such change is agreed.

13.3 RESERVED





#### 13.4 Employees in other services

- 13.4.1 Where an employee is rostered on duty in excess of 72 hours in any seven day period then a penalty payment of \$550 shall apply for that period. Where an employee is required to work in excess of 140 hours in a period of 14 consecutive days the employer shall pay a penalty of \$1,000.00 to the employee.

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.

Receipt of the payment of the penalty for being rostered in excess of 72 hours does not preclude the RMO also qualifying for the payment of a penalty for working over 140 hours where the rostered hours in those 7 consecutive days can also be counted in the hours worked in the 14 consecutive days.

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

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

Agreement to such extensions shall not be unreasonably withheld.

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

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

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

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

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

#### 13.5 **Limit on consecutive days**

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

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

#### 13.6 **Shift work rostering**

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

(a) Night shifts only, or



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

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

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

### **13.7 Minimum break between spells of duty**

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

13.7.2 Periods of full shift or more include:

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

13.7.3 If a break of at least eight continuous hours cannot be provided between periods of qualifying duty a penalty payment of \$160 on each such occasion which shall be paid to the employee concerned.

13.8 Adequate handover time shall be provided between shifts.

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

## **14.0 ON CALL**

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

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

14.3 Call-backs shall be paid for a minimum of three hours, or for actual working and travelling time, whichever is the greater, except that call-backs commencing and finishing within the minimum period covered by an earlier call-back shall not be paid for. Where a call-back commences before and continues beyond the end of a minimum period for a previous call-back, payment shall be made as if the employee had worked continuously from the beginning of the previous call-back, to the end of the later call-back.

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



14.5 Where an employee is requested by the employer to undertake an additional period of on call to cover for an absent colleague on leave or where there is a vacancy on the roster, and except if there is an agreed "RMO initiated swap", the allowance payable for the associated hours on call shall be \$25.00 per hour in place of the amount specified in clause 14.1

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

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

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

14.7 **Provided** further that:

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

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

#### 14.8 **Telephone Advice When On Call**

14.8.1 Where an employee is rostered on an on-call roster and receives a work-related telephone consultation where the issue of patient care can be resolved over the telephone, and that does not result in a call back, they shall be entitled to payment for a minimum one hour period at the appropriate additional duty rate set out in clause 11.

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

14.8.3 The employee cannot receive more than one payment (including a call-back payment) in respect of the same hours, and all calls received within the period covered by the minimum one hour payment will be counted as one call.

14.8.4 Any run where the payment for telephone call is factored in to the calculation of run category per clause 14.3 shall not be eligible for this payment.

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

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

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

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



#### **14.10 Recovery Time**

Where a service provides rostered on call weekend cover, there shall be agreed recovery time processes in place for where an individual RMO considers they are too fatigued from their weekend call backs to safely undertake their rostered Monday duties.

#### **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 employer.
- 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. Changes to the provision of RMO meals can only be made following a full and genuine consultation process. The parties shall use their best endeavours to reach agreement through the consultation process.

#### **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.
- 16.2 The Employer will take all reasonable steps to ensure sufficient cover is available to permit RMOs to take leave.
- 16.3 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.
- 16.4 Cover for leave may be provided:
  - 16.4.1 By relievers.
  - 16.4.2 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.

#### **16.5 Leave Abutting Weekends**

- 16.5.1 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).



- 16.5.2 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.
- 16.5.3 When the RMO is rostered to start the night shift on a weekend at the end of the leave in instances where they commence the leave on the previous Friday or before they may be required to return for the Sunday/Monday night shift.
- 16.5.4 This clause shall not apply to time in lieu of public holidays (Alternative Holidays)
- 16.6 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.
- 16.7 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 they have 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 their 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, they shall be paid \$165 per day/shift in recognition of the increased workload. If cover is provided by more than one RMO then the payment is shared among those RMOs providing cover. The additional duties provisions (clause 11) do not apply in a cross cover situation.

- 17.2 Where an RMO is absent from a roster for any reason outside ordinary hours Monday through Friday, the employer must provide cover from an at least equivalent replacement suitably qualified medical practitioner. For the sake of clarity:
- 17.2.1 absences from the roster for evenings, nights, public holidays and weekends must be filled in a like for like manner for example an RMO on duty must be replaced by an at least equivalent suitably qualified medical practitioner on duty, and
- 17.2.2 not in any circumstances be left to the remaining RMOs rostered on during the period to cover the absent employee's duties in addition to their own.

## 18.0 PUBLIC HOLIDAYS

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

- The calendar day 1 January
- Easter Monday
- The calendar day 25 December
- The calendar day 2 January
- Waitangi Day
- Labour Day
- Anniversary Day
- Good Friday



- Sovereign's Birthday
- The calendar day 26 December
- ANZAC Day
- Matariki

- 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 they 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 weekday Rostered Day Off (including for shift rosters under 8.1.2 (a) and schedule 10 rosters) then 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:

- must be taken within 12 months of the employee's entitlement to an alternative paid holiday having arisen, and
- the employee must give 14 days' notice of taking the alternative paid holiday, except that if the alternative paid holiday is proposed to be taken on a day where the RMO is rostered on a night, long day or weekend duty, 28 days' notice must



- be provided, and
- (c) shall be taken on a day either agreed with the employer, or if this is not possible at a time determined by the employee taking into account the employer's view as to when is convenient.

For clarity the purpose of 19.0(b) a long day does not include an ICU shift of 12 (or more) hours where these are operating per 13.2.2(a).

## **20.0 ANNUAL LEAVE**

### **20.1 Entitlement**

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

### **20.2 Conditions**

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

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

20.2.3 The employer shall permit an employee to anticipate annual leave during the year in which it accrues in accordance with its policy and practice, 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.

20.2.5 Where an employee transfers to another district of Te Whatu Ora, the employer will ensure all leave balances including annual, sick, medical education and alternative holidays are transferred and the employee is able to access a record of the leave balances which have been transferred.

20.2.6 Applications for annual leave from RMOs promoted to registrar at changeover for the two weeks immediately before beginning the registrar run shall not be unreasonably withheld.

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.

20.4 Leave without pay

Leave without pay may be taken as mutually agreed between the RMO and the employer. Such leave shall be in accordance with Employer policy.



## 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 HNZ (or its predecessors), the General Practice Training programme, as Community Medicine Registrars or a New Zealand University.

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

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

21.1.4 The total period of sick leave to which any employee of the employer 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.

## 21.7 **Return to work from serious illness or injury**

Where an employee has been absent on extended sick leave due to a serious illness or injury and wishes to return to work on a less than full-time basis the employer and the employee, and the Union where applicable, will engage on how such an arrangement can be put in place, including the time period for which it will apply or after which it will be reviewed. The RMO shall engage in applicable return to work processes, including occupational health assessment.

## 21.8 **Sick Leave – non urgent care**

Where an RMO requires pre-planned (non-urgent) medical appointment (up to 2 hours absence), which cannot be scheduled in an off-duty period (including RDOs), this can be requested in advance and attended without deduction by agreement with the employer. The parties agree that the intent is to support attendance, preferably at times that minimise impact on service delivery.

## 21A **FAMILY VIOLENCE LEAVE**

21A.1 The Employer is committed to supporting staff who are affected by family violence, in accordance with the relevant legislation and good employer principles.

21A.2 The provisions of sections 72A to 72J of the Holidays Act 2003 set out the entitlement to, and requirements of, Family Violence leave.

21A.3 Employees affected by family violence are encouraged to talk to their manager or Human Resources Department regarding the support available, including under any applicable HNZ Family Violence (or equivalent) policy implemented by the employer.

21A.4 Under clause 72E of the Act ("Employee must notify employer of intention to take domestic violence leave") the employee shall be entitled to choose the manager to whom they feel comfortable in making an application, and that manager shall keep information pertaining to that application confidential other than any reasonable disclosure necessary for the application of the Act's provisions, the employer's policy, and employer's business.

21A.5 The Employer will not keep records past what is reasonably necessary to comply with their legal obligations, whether on the Employee's personnel file or anywhere else, of any personal information or discussions concerning family violence without the express agreement of the affected Employee.

## 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.
- 22.4 Bereavement shall include miscarriage or still-birth as per s69(2)(c-d) of the Holidays Act 2003.

## 23.0 PARENTAL LEAVE

- 23.1 Parental leave shall be granted in accordance with the Parental Leave and Employment Protection Act 1987.
  - 23.1.1 Notwithstanding clause 23.1, 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 Notwithstanding clause 23.1, 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 HNZ, 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 they 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, they continue 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, they continue 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, they continue 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 their 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 An RMO shall be entitled to paid parental leave on the following basis:

#### 23.8.1 Primary Care Giver

Where an employee takes parental leave under this clause, meets the eligibility criteria in 23.1.1 (i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (pro rata if less than full-time) for a period of up to 14 weeks.

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

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

#### 23.8.2 Non-Primary Care Giver:

An employee, who is not primary caregiver, shall be granted paid leave of up to two weeks on their ordinary salary. Such leave shall be continuous or may be taken in two separate week-long blocks and shall be taken within a period commencing three weeks prior to the expected date of delivery (adoption) and ending three weeks after the actual date of delivery (or adoption). Variations to this period may be agreed between the employee and the employer in order to meet the special needs of the child such as premature birth or placement prior to adoption. An employee availing themselves of this entitlement shall not be eligible for paid parental leave pursuant to sub-Clause 23.8A.1 above except where they share the statutory payment as the primary care giver described above for some part of the first 14 weeks of the payment in respect of their child. The payment under 23.8A.1 and 23.8A.2 will not be made in respect of the same period of time.



23.8.3 The entitlement to paid non-primary care giver leave in 23.8A.2 above is in addition to any unpaid Partner's Leave under Part 2 of the Act.

23.8.4 Applications from non-primary caregivers for annual leave attaching to the two weeks' leave provided for in 23.8.2 shall not be unreasonably withheld.

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

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

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

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

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

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

## 24.0 SPECIAL LEAVE

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

## 25.0 JURY SERVICE LEAVE

25.1 Employees called on for jury service are required to serve. Where the need is urgent, the employer 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 employer 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 District shall be set out in schedule three and need not necessarily be provided in one continuous period.
- 26.2 All employees in their second and subsequent years of service shall be entitled to five days medical education leave in each full year of service for the purposes of study towards their vocational training and/or to attend interviews for vocational training positions.
- 26.3 Employees undertaking college or university (medically related) courses of study, examinations or the equivalent qualification related papers, shall be entitled to a maximum of six weeks medical education leave per annum inclusive of the provisions of clause 26.2 for the purposes of attending courses, conferences, studying towards and sitting examinations or the equivalent qualification related papers relevant to the course of study, examinations or the equivalent in respect to obtaining vocational scope of practice.
- 26.4 Except that employees undertaking the Diploma of Child Health or Diploma of Obstetrics and Gynaecology or other advanced diplomas and dental training shall be entitled to a maximum of two weeks medical education leave inclusive of the provisions of clause 26.2 in any year in respect of each diploma.
- 26.5 Employees shall be entitled to a maximum of 12 weeks medical education leave per vocational training programme during their employment as an RMO in New Zealand.
- 26.6 Applications for Medical Education Leave must be submitted at least three months in advance. Where an employee does not have sufficient entitlement remaining for the period of leave applied for, consideration shall be given to employees using accrued annual leave or unpaid leave may be granted.
- 26.7 Leave is to be taken at a time approved by the employer taking into account the timing of the course/examination. The employer will base any approval on adequate cover being maintained and will take all reasonable steps to provide cover.
- 26.8 At the discretion of the employer, additional medical education leave may be allowed and such leave shall be determined on a case-by-case basis.
- 26.9 Nothing in this clause shall preclude the employer agreeing to provide medical education leave to first year House Officers for the purpose of advancing their entry into a vocational pathway.



## 26.10 Conference Leave

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

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

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

26.10.3 The parties acknowledge that this entitlement is intended to be portable between Districts.

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

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

## 27.0 EMPLOYMENT RELATIONS EDUCATION LEAVE AND UNION LEAVE

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

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

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

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

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



## **27A LEAVE FOR COLLEGE OR COUNCIL-RELATED ACTIVITY**

- 27A.1 Applications for special paid leave (at base salary) for attendance at meetings or other activity where an RMO is appointed by their vocational college or by the Medical Council of New Zealand in a professional and representative capacity shall not be unreasonably withheld.
- 27A.2 A minimum of 6 weeks' notice of applications for leave must be provided wherever possible.
- 27A.3 This leave shall not be counted against the individual's Medical Education Leave allocation and all costs of attendance will be the responsibility of the RMO and/or the relevant body.

## **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 employer, the cost of the certificate (including disciplinary levies where these are a prerequisite) shall be refunded to the employee provided that:
- 28.1.1 It must be a statutory requirement that a current certificate be held for the performance of duties.
- 28.1.2 The employee must be engaged in duties for which the holding of a certificate is a requirement.
- 28.2 The parties acknowledge that the Medical Council of New Zealand has introduced a requirement that RMOs who are registered in only a general scope of practice, and who are not participating in a vocational training programme, must participate in the approved recertification programme provided by BPAC(NZ) (InPractice). The parties agree that the costs of registration in this programme are an employment related expense within the meaning of the relevant clauses of the MECA, and will be met directly, or be reimbursed, by the employing District.
- 28.3 The employer will reimburse the annual cost of membership of relevant postgraduate colleges to eligible employees. The employer will reimburse the fellowship application fee where the individual is employed as an RMO at the date the reimbursement is claimed.
- 28.4 In recognition of the parties mutual support for Maori medical practitioners, the employer will reimburse full membership of Te Ohu Rata o Aotearoa – Maori Medical Practitioners Association (Te ORA) to eligible employees to a maximum of \$300 per annum. (This clause shall take effect from 13 February 2017).
- 28.5 The employing District will reimburse the cost of initial application for provisional general registration to employees who graduate from a NZ medical school on or after 1 November 2015.
- 28.6 The employer shall reimburse the actual and reasonable costs of the training undertaken in the pathway to obtain a New Zealand or Australasian vocational scope of practice, on the production of receipts, provided the employee is employed in New Zealand when the training is undertaken.

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



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

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

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

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

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

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

## **29.0 EXPENSES PAYABLE TO HOUSE OFFICERS 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, 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 the mileage rate in clause 28.8 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 employer accommodation at the receiving





hospital cannot be provided, an employee with a family shall be refunded the reasonable cost of the removal of furniture and essential effects to the new location.

- (b) In these circumstances a refund of up to one week's accommodation expenses for the Employee and family may be granted if necessary. The accommodation expenses for that adult concerned are not to exceed the travelling allowance rate specified in this Agreement.
- (c) If furnished employer accommodation is provided but it is necessary for the employee to transfer certain essential household items to the new location, then the reasonable cost of the removal of these items should be refunded.
- (d) Where the family returns to their former location at the end of the attachment, expenses shall be granted on the same basis and scale as specified above.

#### 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 their family at the former location should be granted up to one week's accommodation expenses not exceeding the travelling allowance rate specified in this Agreement and thereafter a boarding allowance of \$45.00 per week provided that:

- (a) Employer accommodation is unavailable to them, and
- (b) No payment is to be made for one week's accommodation expenses where the employee intends to eventually move their 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 employer'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 clause 32.

#### 29.7 **Responsibility for costs**

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



## 29.8 Changes within a District

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 Region where there is an established rotational arrangement between those Districts at the outset of the employee's employment.

## 30.0 FIRST APPOINTMENT AS HOUSE OFFICER: REMOVAL EXPENSES

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

In all cases, the reimbursement of expenses will be on the basis that the House Officer remains in the employment of the employing District for one year.

Expenses will only be paid to those taking up House Officer appointments for the first time from a New Zealand dental, medical or clinical school.

30.2 Expenses payable are:

- (a) half (fifty percent) of actual and reasonable travel costs will be reimbursed for the House Officer and any family members as per the definition of family in clause 31.2. Actual and reasonable costs will cover petrol costs, flights or ferry tickets on production of receipts;
- (b) expenses, during and on arrival at the new locations, on production of receipts. This may include accommodation for seven nights and meal costs for up to eight days for the House Officer and any family also relocating;
- (c) half (fifty percent) of the cost of removal of furniture and effects (note exclusions set out in clause 31.2.2; and
- (d) actual legal expenses of up to \$1500 if the House Officer has to shift their family to a new location and sells the house or buys one within 12 months of appointment.

## 31.0 TRANSFER EXPENSES

The employing District to which the RMO is transferred is to meet the costs of the relevant expenses and allowances as provided below.

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

- (a) they are appointed to their first Registrar position from a House Officer or Senior House Officer position or their first Registrar position at another District following their stepping up from a House Officer/Senior House Officer to Registrar position at their current District. Where the RMO 'steps up' to their first Registrar position in the Auckland or Wellington region as part of the Regional allocation process, then they shall be entitled to transfer expenses in respect of



their first Registrar position outside of that Region if they have not already accessed this provision.

- (b) they are accepted into a vocational training programme and appointed to a college recognised training post
- (c) as a Registrar, they are required to transfer within Australasia for a year or more as part of an approved training programme, provided that expenses associated with buying and selling a house shall not be refunded to any one employee more than once during a training programme
- (d) they are transferred in the public interest, or to meet the convenience of the Employer

For the purposes of 31.1(c) above, “required” means at the direction of the relevant vocational training programme either through explicit placement into a training programme at a District or in order to meet specific training requirements of that 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 18 years who are a dependent of the employee;
- (b) A partner (provided that no transfer expenses are being paid from another source);
- (c) All other persons for whom the employee is responsible for be it financially, legally or morally , 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 Household effects excludes:

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

## 31.3 Removal of furniture and effects

Costs incurred during the transfer of household effects will be reimbursed. Storage costs will be reimbursed for no longer than 12 months after date of relocation.

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), will be reimbursed.

## 31.4 Travel Expenses



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

### 31.5 Accommodation allowances for an employee with a family

Actual and reasonable accommodation expenses will be reimbursed to an employee who is maintaining a home at their former location as follows, and a meals and incidentals allowance will be paid as follows:

Period of time	Reimbursement
First two weeks	Actual and reasonable accommodation costs; and \$60 per 24 hour period for meals and incidentals
Third and fourth weeks	Actual and reasonable accommodation costs; and \$50 per 24 hour period for meals and incidentals
Second month	Two-thirds of the amount reimbursed in the fourth week
Third to sixth months	One-third of the amount reimbursed in the fourth week

### 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, beyond the period provided for in 31.4 then, if the District cannot arrange suitable temporary accommodation as agreed to by the employee, it may pay the employee an accommodation allowance for a period of up to one month where the actual and reasonable costs of temporary accommodation incurred by the RMO exceeds \$600 per week. The value of the allowance will be the amount by which the costs exceed \$600 per week.

### 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 of \$750 shall be paid.

In addition for each child who is attending a secondary/intermediate school prior to the date of transfer, who attends another secondary or intermediate school after the transfer, and for whom a different uniform is required to be purchased because of change of schools a \$270 grant shall be paid.

### 32.0 TRAVELLING ALLOWANCE

32.1 Employees who are either:

- travelling for approved work-related purposes; or
- performing an approved period of relieving duties which requires them to stay at a location other than their normal place of residence for more than 14 consecutive nights

may claim the following allowance/reimbursements:



Expense	Where the employee is travelling and/or performing relieving duties and not staying privately	Where the employee is travelling and/or performing relieving duties and is staying privately
<b>Accommodation</b>	Reimbursement of costs on an actual and reasonable basis may be claimed (receipts required)	
<b>Meals and Incidentals</b>	\$65 per full 24-hour period spent in travelling; or part day of over 10 hours; or \$30 for a period of up to \$10 hours;  Except costs on an actual and reasonable basis must be claimed where the accommodation tariff includes some or all meals.	\$65 per day or part day (providing the RMO is away at least one night)

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

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

### 36.0 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 employer acknowledges 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 employer must make appropriate alternative arrangements such as the provision of taxis.
- Secure bicycle storage.

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

### **37.0 HEALTH AND SAFETY**

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

- 37.1 It shall be the responsibility of the employer to ensure that the workplace meets the required health and safety standards and that effective and maintained safety equipment (including Personal Protective equipment such as scrubs, masks etc) is provided where required by service and/or by the context of the employees' work.
- 37.2 Where safety equipment is required, it is the responsibility of employees to ensure it is appropriately utilised.
- 37.3 It is the responsibility of every employee to report any hazards, accidents or injuries as soon as practicable using the employers hazard management and accident reporting systems.
- 37.4 It is the responsibility of the employer to systematically identify and address any workplace hazards, which may affect the safety of employees.
- 37.5 Where there is a concern regarding the safety of employees, employees have the right to contact NZRDA for advice on their rights under Subpart 4 of Part 3 of the Health and Safety at Work Act 2015.
- 37.6 The parties acknowledge the operation of local bi-partite health and safety arrangements under existing Worker Participation Agreements (per clause 20 of Part 2 of Schedule 2 of the Health and Safety at Work Act 2015. Individual Districts specific issues shall remain the responsibility of District based health and safety systems.
- 37.7 The parties may establish a national committee to oversee RMO-specific issues related to health and safety with national consequences or implications. Such a committee shall be constructed on the following basis:
- ✓ Management representatives will not exceed the number of employee representatives.
  - ✓ Additional people may be co-opted onto the committee to provide specific expertise by the agreement of the parties to this agreement.
  - ✓ Training may be necessary in order for health and safety committee members to perform their duties efficiently.
  - ✓ Appropriate time on pay will be agreed by the employer to allow committee members to fulfil their function. This may include training.



## **38.0 PERSONAL INFORMATION**

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

## **39.0 BULLYING and HARASSMENT**

The employer will not condone bullying or harassment (including sexual harassment). The employer will ensure RMOs and those managing RMOs are aware of these expectations and will ensure robust processes are in place for dealing with complaints and have support to manage/engage with these processes.

The parties agree the following principles apply:

- i. All RMOs have access to a confidential internal process to raise and address complaints that they have been a victim of bullying or harassment and a single point of contact through their investigation.
- ii. The complainant should be supported through the investigation of their complaint, including through access to confidential psychological or counselling support
- iii. Steps should be taken to avoid situations where the complainant and the individual whose behaviour has been complained about are required to work together, recognising both the rights of natural justice and the right of RMO complainants not to be removed from their run without their agreement.

Where an instance is substantiated to the employer's satisfaction appropriate action will be taken by the employer.

Employees who believe they have been the victim of bullying and harassment are encouraged to talk to their Union delegate, a manager they feel comfortable approaching or the District's Human Resources Department regarding the support available.

## **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 their employment, or their conditions of employment, affected to their disadvantage by some unjustifiable action by the employer; or
  - (c) has been discriminated against in their employment; or
  - (d) has been sexually harassed in their employment; or
  - (e) has been racially harassed in their 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. Where the personal grievance relates to sexual harassment this period is 12 months.
- 40.3.4 Where any matter comes before the Authority for determination, the Authority must direct the matter to mediation in the first instance. Where mediation has failed or been deemed inappropriate in the circumstances, the Authority will then have the power to investigate the matter.
- 40.4 If the employment relationship problem relates to discrimination or sexual harassment, services available for the resolution of the problem include either application to the Authority for the resolution of this grievance or a complaint under the Human Rights Act 1993, but not both.
- 40.5 A party dissatisfied with the decision of the Authority may challenge that decision in Employment Court. In the same way a decision of the Employment Court may be appealed to the Court of Appeal.

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

- 41.1 The employer party shall allow every employee employed under this agreement to attend, on ordinary pay, at least two stop work meetings (each of a maximum of two hours duration) in each year (being the period between the 1st day of December and ending on the following 30th day of November).
- 41.2 The NZRDA shall give the employer at least 14 days’ notice of the date and time of any stop work meeting.
- 41.3 The NZRDA shall make such arrangements with the employer as may be necessary



to ensure that the employer's business is maintained during any stop work meeting, including where appropriate, an arrangement for sufficient employees to remain available during the meeting to enable the employer's operation to continue.

- 41.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any employee for a period greater than two hours in respect of any meeting.
- 41.5 Only employees who actually attend a stop work meeting shall be entitled to pay in respect of that meeting and to that end the NZRDA shall supply the employer at their request with a list of employees who attended and shall advise the employer of the time the meeting finished.
- 41.6 These provisions are inclusive of, and not in addition to, any entitlements under the Employment Relations Act 2000.

#### **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 runs (including primary worksite) the names and run allocation of employees covered by the coverage clause of this agreement, when requested by NZRDA but no more frequently than every three months.

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

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

It is acknowledged that various provisions in the current collective (clause 7.2 and clauses 43.2 and following) and the statutory provisions as contained in clauses 19, 20



and 21 of the Code of good faith for public health sector will provide protection to employees in the event of a restructuring in accordance with section 69L(b) of the Act.

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

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

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

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

45.2 If an employee resigns part way through Run A, with the resignation to take effect in a run subsequent to Run A (Run B), then Run B may be reallocated by the employer subject to the following:

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

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

45.3 Where an RMO is resigning to take up a Registrar post in New Zealand (including with an employer other than Health New Zealand), they shall give as much notice as possible and in any case not less than four weeks' notice. This provision shall also apply where an employee is being transferred within an Australasian training programme. The employer's agreement to a lesser period of notice shall not be unreasonably withheld. For the purpose of this clause, a Registrar post is a training position approved by the relevant specialty college as a requirement of vocational training.

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

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

The term of this collective agreement shall be from 18 June 2024 until 31 July 2026.



## Schedule One: District 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, Counties Manukau and Waitemata Districts only:**

1. The existing "Leave Relievers Protocol" and Leave Management System shall apply.
2. Only Registered Medical Practitioners shall be employed on RMO rosters.
3. In addition to clause 6.1, the proposed allocation shall prioritise preference of runs to current permanent employees.
4. Acknowledging the current RMO staffing challenges, the operation of this clause shall be suspended for the Term of this agreement. The Auckland Region undertakes to continue its standard run swap process to consider run changes by RMOs on application.

Where a run becomes vacant and another currently permanently employed RMO has indicated a desire to undertake that run in preference to the run they are already on, a run swap into the preferred run shall be facilitated as soon as possible but within one month.

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

### **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 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.

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

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



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

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

**The following provisions apply to Taranaki only**

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

**The following provisions apply to Whanganui only**

1. Except in an emergency situation, no RMO can be required to work more than 1 weekend in 3.

**The following provisions apply to Tairāwhiti only**

1. Employees shall not be rostered to work more than 1 in 3 weekends.
2. Note: Clause 14 of the expired Tairāwhiti collective does not, in the view of the District, require any payment of additional duties unless additional hours are worked. On that basis the cross cover payment in the main document is applicable.

**The following provisions apply to MidCentral only**

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



# **Schedule Two: LEAVE MANAGEMENT SYSTEM**

## **System Strategy**

The following Leave Management System provisions apply to all Districts. Where at the date this Collective Agreement comes into force, alternate arrangements are specified in Relief run descriptions then these shall continue to apply until such time as they are amended in accordance with clause 10.12 or Schedule 9, Part B as applicable.

1.0 The responsibilities and expectations around provision of cover for leave are set out in clauses 16.1 – 16.4 of the MECA.

## **2.0 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
- Representatives leave
- Military leave

## **3.0 Planned vs Unplanned Leave**

### **3.1 Planned Leave**

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

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:
  - a. where a planned leave reliever is not allocated to cover planned leave they can be allocated to cover an unexpected absence of an RMO during the ordinary hours. Clause 4 and 5 of the short notice leave relievers provision below shall apply in these circumstances.
  - b. Where a planned leave reliever is not allocated to cover planned leave or to cover an unexpected absence of an RMO during the ordinary hours they may be allocated to report for duty relief. Clause 4 of the Report for Duty relievers provision below shall apply in these circumstances.



2. Generally one leave reliever will be required for each 7 HOs/SHOs employed. Generally one leave reliever will be required for each 5.5 Registrars employed. In addition, and where leave is not covered internally, where an RMO is on a night shift, a reliever must be provided to cover that RMO's rostered day duties and any additional relievers for RDOs due to the implementation of schedule 10: safer rosters.
3. Priority must be given to keeping planned leave relievers on consistent specialties, wards and teams as much as possible. For example keeping a medical RMO on medical cover, or where a period of night cover is followed by annual leave cover keeping the same RMO on the same team or ward.
  - (a) Discipline preference: Where possible house officers and SHOs preference for surgical or medical specialty will be respected. Where an RMO specifies a preference, e.g. Medical or surgical cover, that they should have priority to cover in these areas.
  - (b) Team continuity: An individual reliever should remain with the one team or ward as much as possible.
  - (c) RMOs can only be allocated to cover runs that are within their scope of practice.
4. Limits on hours apply to relievers.
5. Relievers must have the skills to provide cover for the RMOs they are relieving. A SHO reliever may have the skills to cover both House Officer 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).

### 3.2 Short Notice

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

1. Short notice leave relievers are allocated in one of two ways.
  - (a) **Relief Pool** - Short notice relievers are added to the relief pool and each member of the relief pool is allocated to short notice relief for periods of time. House officers and Medical registrars are examples where this method of short notice relief 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 28 days' 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, but may be used for other gaps as necessary.



4. Notification to the SNR of whether relief is required and where the RMO will relieve must be given by 0900 hours each day Monday to Friday. If not notified the RMO will hold themselves available to relieve during the day should someone fall suddenly ill, until 1600 hours.
5. RMOs will be supplied with cell phone and if called after 0900 hours will have 2 hours to report to duty.
6. If required for a night shift, the RMO must be notified no later than 1400 hours.
7. If, having performed a night duty, the RMO is not contacted prior to 0900 hours to confirm they are **not** required the following night, the RMO will assume they are working the next night and prepare accordingly.
8. Having completed night duty(s) the RMOs shall be provided with as many sleep days off as consecutive nights worked up to a maximum of 3 days off.
9. Short notice relievers cannot be asked to commence more than one period of duty in any 24-hour period.
10. Short notice relievers cannot be asked to work more than 2 long days (i.e. Periods of duty in excess of ten hours excluding night duties) in any seven-day period. Except that if the total number of hours does not exceed 72 in any seven day period, a third long day may be requested, however the third long day may not be in a consecutive 24 period with any other long day or night duty. This exception is to cater for the eventuality where the RMO has not been required to work at all some day(s) during their 7-day period on SNR.
11. No RMO can perform more than 7 days on short notice relief in any one period and this seven-day period shall commence on a Saturday or Monday as specified in the roster template/run description. 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. Short notice leave relievers shall be paid no less than an A category for weeks on short notice relief, except where Districts are paying short notice leave relievers category D with additional duties for hours outside of ordinary hours, this shall continue for the term of this Agreement or an earlier date where agreed between the parties.
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.

### 3.3 Report for Duty

In the circumstances where the employer chooses to include this component into relief schedules and or rosters, the system below is adopted:

1. Report for duty leave relievers are allocated in one of two ways.





- (a) Relief Pool – Report for duty leave relievers are added to the relief pool and each member of the relief pool is allocated to report for duty relief for periods of time
  - (b) On a Run – Each of the RMOs on a run or group of runs takes a turn at report for duty relief. During this period the RMO is identified as the report for duty reliever and the provisions relating to report for duty relief apply to them. An additional reliever must be supplied to the relief pool to provide cover for the RMO on report for duty relief
- 2. Where the employer implements report for duty relievers, planned leave relievers that have not be required to cover planned leave will be allocated as additional report for duty relievers.
- 3. All RMOs providing report for duty relief must have at least 14 days' notice of their roster
- 4. Report for duty relievers report for duty at the normal start time of the duties for the services they cover. In the first instance they cover short notice absences and if there is no short notice absence to cover the report for duty reliever provides additional support for teams experiencing high workloads due to acute fluctuations. Unless provided 14 days' notice report for duty relievers cannot be required to cover short-notice out of hours duties without their agreement.
- 5. Limits on hours apply to report for duty relievers
- 6. Salary: Report for duty relievers shall be paid as a planned leave reliever



# Schedule Three

## Protected Training Time

District	Protected Training Time – Weekly
Northland	2 hours for House Officers 4 hours for other RMOs
Waitemata	2 hours for House Officers 4 hours for other RMOs
Auckland	2 hours for House Officers 4 hours for other RMOs
Counties Manukau	2 hours for House Officers 4 hours for other RMOs
Waikato	3 hours for House Officers 4 hours for other RMOs
BOP - Tauranga	4 hours
BOP - Whakatane	2 hours for House Officers 4 hours for other RMOs
Lakes	4 hours
Taranaki	3 hours for House Officers 4 hours for other RMOs
Whanganui	4 hours
Hawkes Bay	3 hours for House Officers 4 hours for other RMOs
MidCentral	3 hours for House Officers 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 Officers 4 hours for other RMOs
South Canterbury	2 hours for House Officers 4 hours for other RMOs
West Coast	2 hours for House Officers 4 hours for other RMOs
Southern	2 hours for House Officers 4 hours for other RMOs



## Schedule Four

### General Practice Education Programme (GPEP) 1 Trainees

The parties acknowledge that the NZRDA and Royal NZ College of General Practitioners (RNZCGP) are currently in bargaining to replace the RNZCGP Collective Agreement (CA) covering Registrars in Year 1 of the General Practitioner Education Programme (GPEP1).

HNZ and NZRDA agreed that, if HNZ takes on the RNZCGP role as employer of GPEP1 trainees during the term of this agreement, they will negotiate a variation to the employment agreement to ensure relevant terms and conditions of the RNZCGP CA will be protected and included in full in this schedule.

The provisions of this schedule will apply in place of the provisions in the body of the CA for GPEP1 employees. As a transitional matter, the parties shall negotiate a variation to agree that specific terms in the body of the CA will apply to GPEP1s in place of the corresponding terms and conditions of the RNZCGP CA. No expectation of agreement is created by this transition process.



and

**Health New Zealand**  
Te Whatu Ora

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# Schedule Five

## National Resident Doctors Engagement Group

### Terms of Reference

#### Introduction

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

#### Purpose

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

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

#### Principles

The NREG will observe the following principles or aims:

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

#### Functions

The NREG has the following functions:

- Facilitating the resolution of individual and collective NZRDA and DHB issues including MECA implementation, application and interpretation issues that have national relevance or implications.
- May develop proposals/projects for the improvement of workforce practices and planning involving DHB health workforces or receive such proposals from others, especially where

such proposals/projects may contain improvements or enhancements which can be applied in more than one District Health Board.

- Facilitate health sector change management processes by providing advice and expertise as to the likely implications of any change.
- Support activities and development of LREGs.
- Agree processes for its own operations and circulate these as guidelines to any LREGs.
- Promote and provide regular communications to the sector as to the work of the NREG and LREGs.

## **Membership**

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

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

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

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

## **Operation of the NREG**

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

### **1. Meetings**

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

### **2. Decision Making**

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

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

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



#### **4. Minutes**

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

#### **5 Agendas**

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

#### **6. Quorum**

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

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

- 7.1 We accept that differences are a natural occurrence and that a constructive approach to seeking solutions will be taken at all times. The object of this clause is to encourage the NREG to work cooperatively to resolve any differences and share in the responsibility for quality outcomes.
- 7.2 Assistance from an agreed third party to facilitate consensus may be sought if the NREG is unable to reach consensus.
- 7.3 Nothing in this Terms of Reference shall have the effect as to restrict either party's rights at law to access the Employment Relations Authority, Employment Court or any other legal remedy.

#### **8. Communication**

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

#### **Review**

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

#### **NREG Work Programme**

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

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



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

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

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

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

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

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

## **2. Best Practice Rostering**

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

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

The guidelines will recognise the agreed entitlements and requirements around rostering and hours of work as specified in the MECA. The project may, however, recommend areas for further consideration by the parties in terms of these entitlements and requirements.

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

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

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

## **3. Run Description Template**

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**10. Pipeline**

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



# Schedule Six

## Local Resident Doctor Engagement Group

### Terms of Reference

#### Introduction

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

#### Purpose

##### Setting up the local LREG

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

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

#### Principles

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

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

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

#### Immediate Functions and focus of the LREG

The immediate focus of the LREG is on:

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

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

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



## **Membership**

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

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

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

## **Operation of the Local LREG**

### **1. Meetings**

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

### **2. Decision Making**

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

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

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

### **4. Minutes**

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



## **5. Agendas**

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

## **6. Quorum**

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

## **7. Training of LREG**

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



# Schedule Seven

## Best Practice Guidelines: Quality and Safety at Night

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

Night duties are a risk for the following reasons:

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

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

What contributes to quality and safety at night?

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

Experience

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

The right skills.

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



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

#### Physical alertness.

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

#### Supervision and support.

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

#### Not working in isolation.

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

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

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

#### Effective documented and approachable escalation processes.

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

# Schedule Eight

## Best Practice Guidelines:

### Training and changed patterns of work

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

#### Introduction

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

#### Training and learning activities

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

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

Examples of such activities include:

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

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

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

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

Examples include:

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

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

Where roster changes create a new working experience, for example acute service provision with increased direct SMO participation there may be new training opportunities. These may not be fully realised without specific consideration and planning.

##### 4. Process



**Purpose:**

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

**Training schedule:**

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

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

**Process:**

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

**Procedure:**

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

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

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



## **Schedule Nine – Part A**

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

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

## **Schedule Nine – Part B:**

### **Change Management - Specific Process**

(applicable to changes to clauses 6.6, 9.1, 13.2.2, 13.2.4, 13.2.6 13.4.3, 13.4.4, 13.6.1, Schedule 2 where applying to Schedule 10 rosters and Schedule 10)

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



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



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

For the avoidance of doubt, the change management process set out in Part B of this Schedule will apply to proposed changes to clauses 6.6, 13.2.2, 13.2.4, 13.2.6, 13.4.3, 13.4.4, 13.6.1, Schedule 2 (where applying to Schedule 10 rosters), and Schedule Ten.

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



## Schedule Ten Safer Rosters

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

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

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

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

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

- The number of days in a row, and over a fortnight, resident doctors should reasonably be expected to work, and conversely that the doctors will have off duty; and
- That sufficient off duty time be provided so as to be meaningful and recuperative; and
- The most efficient patterns of rostering for both the doctors on duty and the relievers covering during off duty time, with respect to service delivery and maintenance of team structures; and
- Minimum training requirements <sup>(2)</sup> must not be compromised or risk the pipeline of SMO/GP production; and
- Disruption to service delivery as a result of a new roster developed under these parameters shall only be assessed after the additional staffing required to cover as a result of RDOs has been identified

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

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

### Principles around change

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

### Escalation

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

If agreement cannot be reached through the change management process, the District and the RMOs affected may agree to trial a 'best fit' change proposal for a defined period where this is practicable. If a trial is not agreed, then the proposal shall be escalated to appropriate senior management and the NZRDA for further discussion and engagement. If this cannot

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<sup>2</sup> The parties are also advised to consider schedule 8 of the MECA with respect to implications for training.

resolve the outstanding issue(s), then the parties will seek mediation assistance, having regard to:

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

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

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

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

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

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

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

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

**Limit of Consecutive days worked:**

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

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

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

Consecutive weekends may be worked as follows:

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



Part B of Schedule Nine). The remaining 7 (6) weekends must be completely free from duties

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

### **RDOs when rostered weekend duty not worked**

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

Where the reason the RMO did not work their rostered weekend duty (duties) was due to absence on sick, bereavement or medical education leave, then they shall be entitled to observe the RDO(s) arising from that unworked duty (duties) and there shall be no loss of pay.

Where the reason the RMO did not work their rostered weekend duty (duties) was due to other absence then, if they do not work the RDO(s) arising from that duty (duties) then they will need to take some form of approved leave (paid or unpaid).

No deduction shall be made, and the duty is not treated as an additional duty for the purpose of payment where the RMO works a normal duty on a day that was originally provided as an RDO but they did not work the weekend duty from which the entitlement to it arose.

### **Alternative Rostering Options**

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

The alternative rostering arrangements must as a minimum:

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

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

- All Surgical Registrars
- Cardiology Registrars
- Gastroenterology Registrars
- Respiratory Registrars
- All other RMOs whose rostered duties do not exceed:
  - 4 nights in a 3 month run; or
  - 8 nights in a 6 month run;and either
  - a 1:4 weekend ratio averaged over the duration of the run; or
  - a maximum of 20 hours rostered per weekend.

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



Northland	House Officer	Paediatrics
	Registrar	Paediatrics Medicine
Waitemata	House Officer	O&G (NSH)
		General Medicine include ADU (NSH)
		Medical Specialties (NSH)
		Orthopaedics (NSH)
		General surgical/Urology (NSH)
		General Medicine (Waitakere)
		Medical Specialties (Waitakere)
	Registrar	General Medicine include ADU (NSH)
		Medical Specialties (NSH)
		General Surgery (NSH)
		Orthopaedics (NSH)
		Paediatrics (Summer) (Waitakere)
		General Medicine (Waitakere)
		Medical Specialties (Waitakere)
Auckland	House Officer	O&G (NSH)
		ORL/Neurology/Neurosurgery
		Orthopaedics/Urology
		General Surgery/Vascular Surgery
		Paediatrics
		Cardiology/CTSU
		General Medicine/OPH/Mental Health
		Medical Specialties
	Registrar	O&G
		Ophthalmology
		Neonates
		Orthopaedics
		General Surgery
		Cardiology
Counties Manukau	House Officer	Regional ORL
		General Medicine
		Medical Specialties
		O&G
		Paediatric Orthopaedics
		Paediatrics
		Paediatrics (Winter)
	Registrar	Manukau Super Clinic
		Plastics & Orthopaedic Hand
		General Medicine & Medical Subspecialties
Waikato	House Officer	General Surgery
		Orthopaedics
		O&G
		Plastics & Orthopaedic Hand
		Orthopaedics
		General Surgery
		O&G
		Paediatrics
		General Medicine
		Medical Specialties
General Surgery		



		Surgical Specialties (including Orthopaedics)
		Paediatrics
		O&G
	Registrar	Orthopaedics
		General Surgery
		General Medicine
	Medical Specialties	
	O&G	
	Paediatrics	
Lakes	House Officer	Medical
		Surgical
		Paediatrics & O&G
	Registrar	General Medicine
Bay of Plenty	House Officer	Medical/Surgical & Orthopaedic (Whakatane)
		Medical/Surgical & Orthopaedic (Tauranga)
	SHO/Registrar	Paediatrics (Tauranga)
		O&G (Tauranga)
	Registrar	Surgical & Orthopaedics (Tauranga)
	Medical (Tauranga)	
Hawkes Bay	House Officer	General
		O&G
	Registrar	Medical
		O&G
	Orthopaedics	
		Surgical
Taranaki	House Officer	Medical/Surgical/Psych and Orthopaedic
	Registrar	Medical
MidCentral	House Officer	Medical
		Surgical
		O&G
	Registrar	Medical
O&G		
Paediatrics		
Whanganui	House Officer	General
Wairarapa	House Officer/Registrar	General
Hutt Valley	House Officer	Medical
		Surgical (incl. Orthopaedics and Plastics)
	Registrar	Medical
		Surgical
		Orthopaedic
Paediatrics		
		O&G
Capital and Coast	House Officer	Medicine 1 + 2
		Surgical 1 + 2
		Kenepuru (Medical and Surgical)
		O&G
		Paediatrics Medical and Surgical (SHO/HO)
	Registrar	Orthopaedics
		General/Vascular Surgery
		Cardiology
		Medical Sub-specialties





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



# Schedule Eleven

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

MECA provides for the following minimum provision:

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

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

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

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



# Schedule Twelve

## Other Agreements

From 2024 Settlement:

### **Consecutive Long Days (Weekend Duties)**

The parties shall identify all runs where consecutive long day rostering occurs. The parties shall exchange a list of such runs within two months of settlement of collective agreement, and any additional runs identified as they are identified by the parties.

There shall be local engagement on preferences for models of weekend cover and how these might be accommodated in roster design.

The engagement shall consider:

- RMO well-being
- RMO Education and training
- Continuity of patient care
- Impact on the medical team
- And any other factors that are considered relevant to a change (such as rostering provisions)

This engagement shall be prioritised for House Officer runs (particularly where the run includes PGY1s) over Registrar runs, and particularly for services where the House Officer is the only medical team member on duty for the service during the consecutive long days.

Where additional RMO positions are being created in a service, consideration must be given to reconfiguration of weekend patterns where consecutive long days are currently rostered.

Should changes be proposed as a result of engagement, any changes to roster patterns/templates will require agreement of RMOs working the run through the appropriate change processes.

The parties recognise that any roster change that requires additional RMO positions will need to be recruited to before the change can be implemented.

This engagement should commence for identified House Officers rosters within 12 months from the date of ratification of the Agreement.

Progress of this work shall be monitored through National Resident Doctor Support Service and reported to NREG.

### **Training, Rotations and Run Allocations**

With the RMO unions, Health New Zealand | Te Whatu Ora commits to:

1. Working at a national level with Colleges to review the appropriateness of mandatory trainee movements between accredited training centres in the NZ context and seek solutions that minimise the need for this.
2. Work at a regional and/or national level with specific College training programmes to structure clusters of accredited rotations which permit ease of trainee transfer and longer notice periods of required movement (up to 3 years in advance should be feasible in the latter years of training).
3. Ensure that when advance notice of planned rotations is given to an RMO that sufficient flexibility is retained to allow changes to occur for changing training needs or personal reasons.



4. Work at a regional and/or national level with the Colleges to progress a spectrum of rotations within each speciality and more flexible training requirements to minimise delays in trainee progression and ensure timely access to runs suitable for certification of training.
5. Work to address barriers within College training programmes for New Zealand trainees such as the number of accredited runs in New Zealand, any bias and discrimination in acceptance onto training, and the support available to trainees progressing through formal assessments.

### **Escalation Pathway for Rejected Change Proposals**

Where a change process does not obtain the required level of support, yet the proposed change (from Health New Zealand's perspective) demonstrably supports clinical improvement (including training) and/or identified RMO wellbeing concerns raised by RMOs or NZRDA (including CA compliance) then this may be escalated to the relevant Clinical Director or Chief Medical Officer and to officials of the relevant Unions for further engagement to understand the reasons for not obtaining sufficient support and amendments that might be considered to address these.

### **ICU Roster Review**

The parties will review current ICU rosters and the rules for ICU rosters operating across Health New Zealand.

A terms of reference will be developed and agreed between the parties to the review. This will include timeframes for completion of the review.

### **Parking in the Dark**

During the term of this collective agreement the NZRDA will meet with each District to review their car parking provided to RMOs working in the hours of darkness.

The aim of the review is to ensure each District is providing safe, secure car parking close to the main entrance of the hospital for RMOs commencing or finishing work during the hours of darkness, including night shifts, evening shifts, and long days.

The review meeting will include input from RMO unions, RMOs, facilities management and health and safety.

### **Pay and leave information**

The parties acknowledge the requirement for employees to be able to access payslips showing what payments have been made and what each payment is for (i.e. salary, cross-cover, additional duty), and leave balances including annual and sick leave, and alternative holidays.

As part of the function of the RDSS and their collaboration with payroll, work will be undertaken to improve the provision of pay and leave information to RMOs.

### **Bulk Payment Employment Related Expenses**

Options for bulk payment or pre-payment of APCs, College fees and other common expense types will be identified and progressed as part of work of the National RDSS.

### **From previous settlements**

### **Working together to assist with pipeline flow**

The parties are committed to the following NREG work programme: Pipeline is the process by which medical graduate's progress through provisional registration, prevocational training and vocational training to achieve vocational registration. Whilst allowing doctors to plan their own



careers and recognising the need to accommodate work life balance into the lives of Resident Doctors, the parties commit to the following.

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

### **Transitional Registrars**

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

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

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

The on-going training/continuing professional development of transitional registrars shall support employees in a manner consistent with, and relevant to, the position they have been appointed to. In order to do this, agreed and defined training objectives that



are linked to a training plan related to the position shall be agreed and supported by the following entitlements:

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

### **Cross Cover Out-of-Hours Breaches**

The parties acknowledge that the MECA explicitly prohibits cross-cover out-of-ordinary-hours to cover RMO absences. This reflects the situation that staffing outside of ordinary hours is often significantly reduced and absences may create patient safety issues, as well as personal and professional safety concerns for RMOs.

For the duration of this MECA, the DHBs will collect information on any instances where a breach of the MECA prohibition on cross-cover out-of-hours has taken place. RMO Unit will advise the NZRDA as soon as practicable of an instance of a cross-cover out-of-hours breach, but in any event no later than 3 working days after the matter comes to its attention. The information will include:

- The details of any instance of cross cover outside of ordinary hour (e.g. service, shift);
- The DHBs understanding of why the instance arose; and
- The steps the service is taking to prevent further breaches

To support the above process, the RMO Units will advise all services of the requirement to report cross-cover out-of-hours breaches as part of the implementation of this MECA.

At the NZRDA's request, they shall be able to meet promptly with Senior Management at any DHB where it considers there are issues or concerns arising from the information on occurrences of cross-cover out of hours

### **Implementing Government's National Healthy Food & Beverage Policy**

The parties agree that NREG will develop an agreed framework for the DHBs to implement arrangements to meet the Government's National Health Food and Beverage Policy.

### **Relief**

The parties agree that NREG will undertake work to define and investigate the use of embedded relief including assessing training experience for an RMO, understanding of the issues and benefits of embedded relief and remuneration for embedded relief. NREG will also assess reliever ratios in Schedule Two.



PAY DOCTORS

TIRED DOCTRS MAKE MISTAKES

UNDER PAID UNDER VALUED UNDER STAFFED OVER IT

TIRED DOCTORS MAKE MISTAKES

TWO TRAINING DOCS AUS

SHORTY ST episode 2021 DR ROBERTS LEAVES AUSTRALIA FOR AUSTRALIA

INVEST IN OUR HEALTH

TIRED DOCTORS MAKE MISTAKES

WORKING 32 HOURS IN 48 UNSAFE!

INVEST IN OUR HEALTH

IT'S NOT LIKE IT'S LIFE OR DEATH OH WAIT

KIA KAHA

DOCTOR'S WAGES ARE PAY CUTS

YOUR DR REDUCED TO CLEAR!

FAIR PAY PRIORITY

DOCTOR'S WAGES ARE PAY CUTS

TIRED DOCTORS MAKE MISTAKES

WEEKEND 24 HOUR SHIFTS

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THANK YOU ALL FOR SENDING US YOUR PHOTOS!



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