Specialty Trainees of New Zealand (STONZ)

and

Health New Zealand | Te Whatu Ora

RMO Collective Agreement

1 March 2026 – 30 April 2028

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Preamble:

Transition to Health New Zealand | Te Whatu Ora

STONZ and Health New Zealand | Te Whatu Ora acknowledge the importance of, and commit to, ongoing communication and constructive engagement.

The parties acknowledge the opportunities of a single national employer, but also acknowledge such a transition can create uncertainty for RMOs and for services.

The parties are committed to engagement through the STONZ National Engagement Forum (SNEF) as part of that commitment. As Health New Zealand | Te Whatu Ora continues to work to progress significant health system changes, the parties acknowledge their contractual and legal obligations around any proposed changes to how services are organised and RMOs are employed or deployed, including the requirements around the process for changes to run descriptions set out in clause 14.2.

Further, the parties commit to continuing to engage and review the operation of the terms and conditions of this collective agreement during its term in good faith and to work together to continue to support the effective and efficient employment and allocation of RMOs in the New Zealand health system, without undermining the quality and experience of training, or reducing support or employment entitlements

1.0 Parties and coverage

1.1 The parties to this Collective Agreement shall be:

(a) Health New Zealand | Te Whatu Ora hereinafter referred as the "employer"; and

(b) The Specialty Trainees of New Zealand herein after referred to as "STONZ" or the "union".

1.2 The collective agreement shall be available to Resident Medical Officers (including junior dental officers) employed by the employer on clinical and/or associated duties, including but not restricted to those who have the following designations:

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

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

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

1.4 Other Collective Coverage

(a) Subject to the s.58 Employment Relations Act, should the employee elect to become a member of such a union and becomes covered by the terms and condition of another collective agreement or alternatively, the employer is required by law to provide the

employee the terms and conditions of a different applicable collective employment agreement, then the terms and conditions contained within this agreement will cease to apply in their entirety and the employee's terms and conditions will be governed by solely by the written terms of the other collective employment agreement including the specified salary clause.

(b) The only recognised exceptions will be those exceptions documented in writing subsequent to the time both parties are aware that the employee's terms and conditions are covered by a collective agreement. Any overpayments caused by a difference in salary or other terms and conditions may be recovered by the employer including their deduction from any wages or salary owed to the employee.

(c) The employee is obliged to notify the employer as soon as practicable after joining a union that has a collective agreement covering the type or work or duties undertaken by the employee.

2.0 Interpretations

"CEO" - means the Chief Executive Officer of Health NZ.

"Continuous Service" - Service shall not be considered broken by an absence of less than three months. The Employer shall also recognise time spent in relevant research and clinical teaching for appointments made after 1 January 2009.

The maximum three-month break in service referred to above may be extended to up to 12 months where the RMO is employed by a non-Health NZ provider as part of the recognised Australasian vocational training programme, provided the gaps between such employments is less than one month (before and after). The time employed by the non-Health NZ provider shall not count as service for the purposes of entitlements under this collective agreement.

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

"District" – refers to 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.

"Embedded Relief" – is where a relieving RMO is included into a service's rostering pattern to allow relief and has a work/on-call pattern that is indistinguishable from other RMOs in that service.

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

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

"House Officer" - means a qualified medical practitioner in the first years of employment as a medical officer following graduation.

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

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

- Reimbursement of employment related expenses in clause(s)
- Protected training time
- Medical education leave
- Meals in accordance with clause 20.

"MCNZ" - means Medical Council of New Zealand.

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

"On call" - means a period during which a RMO is not required to be continuously on duty but required by the 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 RMOs duties.

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

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

"One in three (1:3) roster" - means that in addition to the basic 40 hours a week, the RMO is rostered to be available to work one weeknight in three and one weekend in three.

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

"Registrar" - means a qualified medical practitioner whose position is, for the purposes of this Collective Agreement, designated by the employer as that of a Registrar.

"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 qualified medical practitioner whose position is, for the purpose of this Collective Agreement, designated by the employer as that of a Senior House Officer.

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

"STONZ" - means Specialty Trainees of New Zealand.

3.0 Variations to the Collective Agreement

3.1 This collective agreement may be varied during its term only by the agreement between the employer and STONZ. Any such variation shall be recorded in writing and be subject to STONZ normal ratification procedures.

4.0 Hours of work and Rostering

4.1 The ordinary hours of work shall be 40 per week and not more than eight per day between 7 am and 5.30 pm, Monday to Friday. Each daily duty shall be continuous except for meal

periods and rest breaks.

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

4.3 Except as provided for in clause 4.4, rosters will be notified to those involved not less than 28 days prior to the commencement of the roster; provided that less notice may be given for services where unpredictable changes in service demands make this impracticable. The affected RMOs will be consulted at the earliest possible opportunity.

4.4 Except for working weekends, the notice provisions for relievers is 14 days, noting the provisions of clause 16.1. The requisite notice for Short Notice Relievers is governed by Appendix 2.

4.5 The parties acknowledge the mutual interest and benefits of providing rosters that set working patterns for a reasonable period of time into the future. It is agreed that Districts will post rosters covering a minimum of three months of duties, and ideally for the entire length of the respective run.

4.6 Services and RMO units are encouraged to engage with RMOs prior to roster publication to optimise appropriate leave allocation in line with best practice leave allocation guidelines (Appendix 3).

4.7 Where the allocation of clinical duties to published rosters is undertaken by a registrar, the employer will provide sufficient time during working hours for those duties to be undertaken. A Registrar who is designated as responsible for writing, managing, and publishing their roster on behalf of the service, and who does not have this role otherwise recognised or compensated, shall be paid an allowance equivalent to one hour at the appropriate additional duty (0800-2200) rate per week in recognition of the time spent undertaking these activities. It is an expectation that the Registrar in receipt of this payment is meeting the expectations of timeliness of roster publication (as per clause 4.3) and supporting the effective, efficient, and equitable rostering of RMO duties within the service.

4.8 The parties acknowledge the importance from a service quality and from an audit/risk perspective for Registrars to have sufficient time in their working week to complete administrative work associated with their clinical duties and service development.

4.9 Late Publication of Rosters

4.9.1 The parties acknowledge the importance of ensuring rosters are provided with the agreed minimum notice to ensure RMOs can manage the impact of rostered out-of-hours duties on their personal/family life and commitments.

4.9.2 During the term of this agreement, Districts and STONZ will monitor and record all instances where an RMO roster was provided with less than the 28 days' notice required in clause 4.3.

4.9.3 From the date of ratification, where an RMO Roster is published with less than the 28 days' notice required under 4.3, all RMOs working that roster will receive a penalty payment of $75 for every full or part day that the roster is late.

4.9.4 This payment will not be made:

(a) where the exception in 4.3 applies; or

(b) to relivers who are covered by 4.4 or Appendix 2; or

(c) where the production and publication of the roster is substantially undertaken by an RMO in the service (whether or not this is remunerated under clause 4.7).

4.9.5 The National Manual will include advice on the operation of this penalty.

4.9.6 This continuation of this clause will be reviewed as part of the renegotiation of this Agreement.

5.0 Appointment term

5.1 The parties acknowledge that RMOs are on open ended employment until the completion of RMO training subject to the provisions of this Clause. Except as provided in clause 5.3, this means that employment continues from year to year until the end of the training period in accordance with the employing Districts operational requirements and subject to all the following conditions for all other RMOs:

(a) Satisfactory performance

(b) Passing appropriate examinations to gain required qualifications and continued membership of the training scheme working toward vocational registration.

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

(a) Senior House Officers posts: continued employment will be dependent on there being sufficient 1st year House Officer posts.

(b) Initial entry to Registrar training posts shall be in competition with other suitably qualified applicants.

5.3 Fixed Term employment agreements should only be used to cover specific situations of a temporary and predefined nature, e.g.

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

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

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

The parties acknowledge that training programmes may only recognise a finite amount of time in a specific run/rotation towards a vocational training pathway. There is a mutual interest in ensuring that such runs/rotations remain available to successive cohorts of RMOs. Accordingly, the parties agree that, while maintaining the principle of ongoing employment, an RMO may be allocated to a run for a finite period of time based on these training programme limits. This time period shall be specified in writing prior to the commencement of the run. If the RMO does not rotate to another run (including at another District) at the conclusion of this period, they may be allocated by the employing District to another run that is suitable to their skills and experience.

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

5.5 The parties to this Agreement acknowledge that where an employee is appointed to a training-accredited post, meeting the regulations and requirements of the relevant college training programme is a mandatory condition of employment.

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

6.0 Run allocation

6.1 Prior to the commencement of each RMOs year of employment, the employer shall provide to the employee a schedule of runs proposed to be allocated to that RMO for the entire year. This schedule should not include any more than one run left as 'to be advised' (or similar).

6.2 The employer will make all reasonable efforts to allocate runs to each RMO as relevant to the requirements of their stated vocational pathway. Any changes to the proposed allocation by the District will be discussed with the RMO and communicated in writing. The District will consider any feedback from the RMO on the proposed changes, including where allocation to a particular run is part of the RMO's documented career plan, prior to a final decision being communicated in writing.

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

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

6.5 For the first and second quarters of the RMO training year, PGY1 House Officers working in a service operating a Schedule 10 roster under the NZRDA CA shall observe rostered days off on the same basis as others working the roster.

Their salary category for such runs shall be calculated on the basis of their average expected hours of work under that roster.

This shall not apply to RMOs who have had more than six months' experience as a registered medical practitioner in New Zealand or overseas.

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

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

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

(a) Effective backup and support.

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

(c) Several days of induction are provided under direct supervision to acquire all skills (e.g., intubation, IV lines, assessment, and management of acute presentation).

(d) Written guidelines are provided on when it is appropriate to contact a more senior doctor.

(e) The employee knows how to summon help and is able to document adequately any such approach made to a senior doctor.

(f) The more senior doctors are available, approachable, helpful and reasonable.

(g) And the employee's discharges are audited on a regular basis and no less frequently than 8 hourly to ensure appropriate decision making is made.

With respect to the provisions of clause 6.6, the parties accept that there may at times be practical difficulties with compliance and provided that the employer is genuinely working towards compliance STONZ will work with the employer on a "best endeavours" basis.

6.7 Provisional registrants on night Duty – The MCNZ provision preventing employees registered by MCNZ within the provisional general scope of practice to work nights in the first 6 weeks of employment is noted. Employees registered with MCNZ within the provisional general scope of practice on house officer rosters shall not work night shifts in the first 3 months of employment. In the second 3 months of employment, employees registered under HPCAA within the provisional general scope of practice on house officer rosters shall only work night shifts if they have completed a general medical run and are directly supervised by a registrar on duty.

Except that:

6.7.1 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.

6.8 In the course of meeting vocational training requirements, employment arrangements may be developed where an RMO rotates between hospitals and/or between Districts or other employers. Such rotations will be advised in accordance with clause 6.1 and agreed between the District(s) and the individual RMO under the auspices of the relevant training body. Offer and acceptance of employment that includes such arrangements shall constitute agreement for the purposes of this clause. (The parties accept that existing rotational arrangements that exist prior to this Agreement shall continue to apply unless agreed to the contrary between the parties).

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

6.10 Community Based Attachment (CBA) notification

Unless agreed with the individual RMO, the employee shall be given at least three months' notice of their allocation to a CBA where daily commuting to the location would be impractical, and the individual is required to relocate for the period of the run. The parties note that Health NZ may not have full control over the availability and timing of CBA placements.

6.11 Rotations between Districts

6.11.1 The parties acknowledge that under Health NZ planned rotations 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 clause 6.1, then they should provide sufficient three months' notice of this decision to their employing District to enable the transfer to be managed and processed in a timely way. The parties recognise circumstances may make a lesser period of

notice appropriate.

6.11.2 This provision shall not operate to deny any RMO movement to a College-allocated training position. Provided the RMO gives notice as soon as notified by the College, a lesser period of notice shall be allowed where moving District to take up a College-allocated training position.

6.11.3 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.

6.11.4 Where an RMO transfers under the provision of clause 33.1, they shall not be rostered to any weekend, overnight on call or night duties in the 7 days immediately prior to the last day of work before the Transfer.

7.0 Medical Education

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

7.2 In recognition of the importance of ongoing medical education a minimum number of hour's rostered duty per week will be set aside for the purpose of protected uninterrupted medical education and teaching/learning which is not directly derived from clinical work. This will be a minimum of 2 hours per week for house officers and 4 hours per week for registrars. The parties recognise the expectations of the Colleges and Medical Council in such matters

7.3 The parties agree that face-to-face sessions are the preferred manner of delivering teaching. Mandatory or Departmental teaching sessions, including those held by Zoom or equivalent, should be held within ordinary working hours. Where such sessions are regularly held outside of ordinary hours, this time should be included in the salary category calculation or otherwise compensated.

7.4 House Officers in their second and subsequent years of service and Registrars who are not on a vocational training programme shall be entitled to five days medical education leave for each full year of service for the purpose of study towards their vocational training prerequisites (including exams), attending interviews for vocational training positions, conferences, courses, or other academic purposes.

7.5 House Officers in their second and subsequent years of service and Registrars who are not on a vocational training programme may have an additional one-off entitlement of three weeks (fifteen days) medical education leave. No more than four weeks' medical education leave may be taken in any one year.

7.6 Registrars who are on a vocational training programme shall be entitled to 12 weeks' medical education leave over the course of their training and during their employment as an RMO in New Zealand. Not more than six weeks' medical education leave may be taken in any one year. This leave shall be for the purposes of attending courses (including train-the-trainer courses), conferences, studying towards and sitting examinations or the equivalent qualification related papers relevant to the course of study, examinations, or the equivalent in respect to completing their training and obtaining vocational scope of practice. This

entitlement shall be available in respect of each vocational training programme a Registrar is accepted into.

7.7 Employees undertaking a diploma in Child Health, Obstetrics and Gynaecology or other advanced diplomas shall be entitled to a maximum of two weeks in addition to the provision of clause 7.4 in any year in respect of each diploma, subject to support from the appropriate Clinical Director or applicable clinical lead regarding the timing of the Diploma relative to the RMOs broader medical education.

7.8 Applications for Medical Education leave should aim to be submitted as far in advance as possible. Where an employee does not have sufficient entitlement remaining for the period of leave applied for, consideration shall be given to employees using accrued annual leave or unpaid leave may be granted.

7.9 Individual applications for Medical Education Leave should be considered and responded to within 14 days. Where a specific request may require a longer timeframe for consideration and decision, this will be communicated to the RMO and any specific issues or concerns flagged by the District. The intent of this clause is to support timely and cost-effective planning and procuring of MEL opportunities.

7.10 Leave should be made available for the purposes of courses and examinations that are a mandatory requirement towards gaining entry to or progressing along a vocational training pathway. Leave is to be granted for a time that is appropriate as per the timing of the course/examination in question. For example, for the purposes of undertaking a first attempt at Part 1, specialty, or Fellowship level examinations, it is reasonable to provide three continuous weeks of study leave leading up to the exam. Extension of leave up to a total of six weeks continuous leave may be considered by the clinical lead of the service. The employer will take all reasonable steps to provide cover to promote access to medical education requirements.

7.11 For clarity medical education leave entitlements are specified and operated on a 'whole of RMO career' basis and are portable between District employments. The individual RMO and the District will support the capture and transfer of information on medical education leave usage to support the management of these entitlements.

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

7.13 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.

7.14 To support exposure to potential vocational pathway opportunities, an RMO may use their Medical Education Leave to arrange a brief period observing in another service or non-Health NZ setting. No more than two days medical education leave can be used in any one training year for this purpose. The observation arrangement requires the agreement of both the RMOs current service and the 'host' service / provider. Such arrangements should be included in the RMO's career plan (for example the STONZ career plan document) and/or discussions with their Education Supervisor.

8.0 Conference leave

8.1 Registrars in a recognised vocational training programme who have passed their Part 1 exam or equivalent shall be granted a total of ten days additional leave beyond the provision in clause 7.0 to attend appropriate conferences during their vocational training. Entitled

registrars shall have relevant and reasonable costs reimbursed with respect to conference fees, travel, and accommodation related expenses (including meals) with respect to the total conference leave provided for in this clause.

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

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

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

9.0 Employment relations education leave and union leave

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

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

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

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

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

9.4 To enable STONZ delegates to effectively carry out their role, including maintaining the constructive model of engagement and resolution of workplace issues, sufficient time off should be available during working hours, subject to the employer's service requirements. Prior approval for such activity shall be obtained from the relevant service manager (which shall not be unreasonably withheld). STONZ in return acknowledges that adequate notice shall be provided to the employer wherever possible.

9A Leave for College or Council Related Activity

9A.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.

9A.2 A minimum of 6 weeks' notice of applications for leave must be provided wherever possible.

9A.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.

10.0 Employment related expenses

The parties acknowledge the importance of timely reimbursement of expense claims under this clause. The Employer commits to process all completed reimbursement claims within 4 to 6 weeks of their submission. Where there is a pattern of failure to meet these timeframes, STONZ will raise the issue with District management, and the parties will work to address any systemic problems.

10.1 The cost of an annual practicing certificate (including disciplinary levies where these are a

prerequisite) shall be refunded to the RMO by their employing District provided that:

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

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

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

10.3 The employer will reimburse the costs of membership of postgraduate colleges and other associated bodies required as part of a vocational training programme.

10.4 In recognition of the parties' mutual support for Māori medical practitioners, the employer will reimburse full membership of Te Ohu Rata o Aotearoa – Māori Medical Practitioners Association (TeORA) to eligible employees to a maximum of $300 per annum. The parties agree to review the level of fee reimbursement if these are proposed to increase.

10.5 The employing District will reimburse the cost of initial application for provisional general registration to employees who graduate from a NZ medical school.

10.6 For Registrars on a vocational training programme:

10.6.1 The employing District shall reimburse the actual and reasonable costs of the training undertaken to obtain a New Zealand or Australasian vocational scope of practice, on the production of receipts, provided the employee is employed in New Zealand when the training is undertaken. For the sake of clarification, the above proviso is not intended to affect the practice whereby employees are reimbursed promptly upon production of receipts.

10.6.2 The parties agree that the employing 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.

10.6.3 Registrars will be reimbursed for required texts, travel, and accommodation related expenses (including meals). Vocational scopes of practice training includes, but is not limited to, such training as diplomas in child health, diplomas of O & G, ACLS, APLS, EMST, BST, other advanced diplomas and degrees.

10.6.4 Registrars on dual training pathways who have completed one training pathway and are covered by this collective agreement whilst completing their second and subsequent training pathway, shall be reimbursed for vocational scope registration and college fees for their completed pathway.

10.6.5 Agreement for reimbursement for any training costs not expressly covered by this agreement shall be discussed between the parties. The parties agree to work collaboratively towards the most cost-effective mechanism of funding these costs

without minimising any employee's individual contractual rights under the CA.

10.7 Notwithstanding the above, approval from the appropriate clinical lead must be obtained in respect of any costs associated with sitting a vocational examination for the second time, or in the instance of an examination required to obtain vocational registration (such as a fellowship exam or similar) the employer will reimburse up to three attempts. Notwithstanding the foregoing, where there are extenuating circumstances, and this is supported by the relevant College, the Service may, at its discretion, support further examination attempts.

10.8 Registrars not in a vocational training programme and House Officers in their second year and above will be entitled to the costs pertaining to attending approved courses and events that facilitate their acceptance onto a vocational training programme, subject to support from the appropriate clinical lead. Costs for this purpose include reimbursement for required texts, travel, and accommodation related expenses (including meals), and includes, but is not limited to, such training as ASSET, CCrISP, EMST, Clear, ACLS, APLS, college exams, and application to training fees. Agreement for reimbursement for any costs not expressly covered by this agreement shall be discussed between the parties if deemed relevant for progression towards a vocational training pathway.

10.8.1 If there is dispute regarding the relevance of a particular cost for the purposes of progression towards a vocational training pathway, this dispute shall be referred to the Chief Medical Officer (or their delegate) for resolution and in consultation with department clinical lead.

10.8.2 All Registrars, whether or not on a vocational training programme, will be entitled to an additional maximum of $2,000 per annum for each full year of service with effect from 10 December 2018 for the purpose of implements to aid in training. This entitlement shall move to a 1 February - 31 January year basis from 2025 (see clause 10.8.4). Costs for this purpose include but are not limited to personal computers / tablets, textbooks not on the required reading list, subscriptions to journals, subscriptions to vocational education websites and personal surgical / medical equipment. This allowance can also be used for conferences. Eligibility is subject to the RMO completing 12 months of service as an RMO with Health NZ. The approval and administration of this entitlement will be subject to the Employer's policies around CME funding.

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

10.8.4 As part of aligning the entitlement in 10.8.2 to the new RMO rotation dates, and as a one off, an allocation of $300 for the period from 8 December 2024 to the 31 January 2025, and the maximum accrual will be extended to $6,300 between 31 January 2025 and 31 January 2027.

10.9 In addition to 10.8, from 1 March 2026, House Officers completing the MCNZ prevocational medical training programme (including Senior House Officers) can access a grant on the following basis:

10.9.1 Reimbursement to an additional maximum of $500 per annum to support purchase of textbooks, subscriptions to journals, subscriptions to vocational education websites, personal computers / tablets, personal surgical / medical equipment or attendance at conferences. The purpose of this grant is to assist them in their acceptance onto a New

Zealand or Australasian vocational training programme.

10.9.2 Proposed expenditure for which reimbursement under this clause is sought should be discussed with the relevant educational supervisor or senior medical officer with an understanding of the entry requirements of the particular vocational programme and should be part of a House Officer's documented career plan.

10.9.3 The grant is portable between Districts and may only be claimed in two successive years (i.e., a maximum of $1,000 per House Officer over two years). Any unspent amount does not carry over when the RMO is appointed to a Registrar position, where the specific provision of 10.8.2 apply.

10.9.4 From 1 March 2026, the grant under this clause cannot be used to reimburse the purchase of IT equipment until their RMOs second year of service.

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

10.11 Where employees are required to use their own cars for the purposes of work (such as on-call components, or travel to satellite sites away from the primary workplace), the employer shall pay a return trip for a private motor vehicle mileage allowance at the standard IRD rate, subject to prior approval and conditions established by the employer. Any change to this rate shall be effective from the first pay period following the date of promulgation by the IRD.

10.12 Where the mileage allowance is paid, an employee may also claim actual and reasonable costs of that work-related travel in accordance with Employer policy. Such costs may include parking charges (excluding parking fines) and road tolls.

11.0 Protection of training programmes

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

11.2 Pastoral Care & Progression

The Employer will facilitate a collegial supervisor and pastoral care for all RMOs in line with MCNZ and specialty College Policies. Where possible the Employer will support individual RMOs to identify an appropriate collegial supervisor, appropriate to their chosen specialty career pathway.

11.3 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 Health NZ employees and in the case of training programmes, the appropriate professional college or vocational registration training body.

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

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

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

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

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

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

12.0 Salaries and wages

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

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

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

i. The employer shall establish the expected average hours based on the new roster pattern.

ii. The employer shall include a reasonable estimate of average unrostered hours based on existing practice or those occurring in equivalent services.

iii. The proposed salary category – detailed as per clause 12.2 – shall be notified to RMOs working the roster as part of the change process.

iv. If there is disagreement on the proposed category, the employer and the RMOs working the roster shall attempt to reach agreement. These parties may involve respective representatives.

v. If agreement is not reached, and the roster change proceeds, the category as finally determined by the employer shall apply and be effective from the date of implementation of the new or changed roster; however, a review in accordance with 12.1.1(b) must be scheduled within six months. The provisions of 12.1.1(b)(vi) apply except that any required increases in the salary for the run description shall be backdated to when the change occurred.

(b) Where either the employer or the group of RMOs on a particular roster, or their representative, consider that the salary category does not accurately reflect the current expectations of the run then they may initiate a review of the salary category through the following process:

i. The initiating party shall advise the other party in writing of their decision to review the salary category for the run. Where the review is initiated by the employer, copies of such notification shall be forwarded to the STONZ.

ii. This notification shall include:

- The date of the commencement of the review. Run reviews shall not be undertaken in retrospect unless agreed between the service, the RMOs, or their respective representatives.
- The period of the run review. This period shall be representative of normal working conditions and shall be not less than 4 weeks and no longer than 6

weeks unless agreed otherwise by the service, the RMOs, or their respective representatives.

- Confirmation as to whom timesheets are to be sent, the process (including timeframes) for submitting and approval of these, and arrangements to ensure both employer party and STONZ receive copies.

iii. Unless agreed otherwise, 4 weeks between notification and commencement of review must be allowed for STONZ to provide advice to the RMOs regarding the run review or for the Employer to make appropriate arrangements.

iv. Assessment of timesheets shall be completed by the initiating party within 3 weeks of timesheet receipt and forwarded to the other party who shall confirm calculation of salary category within 3 weeks. This timeframe can be altered by agreement between the service, the RMOs, or their respective representatives.

v. Where the calculation is disputed, the matter shall be referred to the employer's human resource department and the STONZ for resolution. If this is unsuccessful the matter shall be an employment relations problem as that term is defined in clause 42 and shall be resolved in accordance with that clause. Any dispute must be raised within the 3-week period (or alternative timeframe where one is agreed). If no response is received, the initiating party's assessment under 12.1.1(b)(iv) is deemed confirmed.

vi. Implementation of any alteration to salary category shall occur within two pay periods. Any required increases in the salary for the run description shall be backdated to the initiation date of the review. Decreases in salary shall not be made retrospectively.

vii. A review under 12.1.1(b) may be initiated no more frequently than every six months.

12.1.2

(a) Where medical cover is provided by full rotating shifts over 24 hours/7 days such runs shall be categorised a minimum of two categories above that which would otherwise apply in terms of Clause 12.1.1. This provision shall apply to EDs, ICUs, and to such other services as may be agreed between the parties. However, RMOs employed in ED and Intensive Care Units shall be paid a minimum C category. (Refer to scales 12.2.3 and 12.2.4)

(b) For runs to which the above paragraph 12.1.2(a) does not apply, any ordinary hours which are not rostered shall be counted as hours worked (up to a maximum of 8 ordinary hours per day) when determining the category for the run, except that no hours shall be counted for days that are completely free from rostered duties. (Refer to scales 12.2.1 and 12.2.2)

(c) For the purposes of clause 12.1.2(b) above, the minimum break provided in clause 17.4.6 shall be deemed to be ordinary hours when those days occur Monday through Friday. This clause will cease to apply upon the agreement of the parties or on 31 October 2028 whichever is the earlier.

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

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

(a) 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.

(b) Where the provision for an additional two steps would place the employee above the top of the Registrar scale an RMO who is on step 8 Category A or step 9 category B shall be paid Category A step 9 plus $10,000 gross per annum and an RMO who is on step 9 Category A shall be paid an additional $15,000 gross per annum. For clarity this provision is payable only for the time spent performing the relief/reliever role.

12.1.5 Translation for new STONZ members

(a) RMOS who become bound by the terms and conditions of this agreement shall translate to the category step in terms of years' service and hours of work as their previous employment agreement, except as specified in paragraph b below.

(b) Where a run category that a STONZ member is working is impacted by the operation of clause 12.1.2(b), then the following will apply.

i. The employer will apply the new formula to each STONZ member's roster to determine the applicable salary category under this employment agreement.

ii. When applying the formula in that agreement and including the impact of the deduction model, where this results in a lower salary than would have applied under the employee's previous employment agreement, the employer will maintain the employee's former higher salary, less any applicable deductions under the employee's former employment agreement, until the employee moves to a different run description, or the employee's salary under this STONZ CA exceeds the former salary. In determining when a salary is higher than the previous salary, the employer shall include the application of increments and all other salary changes.

iii. The employer and the employee may agree to the employee working days that would otherwise have been rostered days off and these worked days will be factored into the salary category calculation. Additional Duties rates do not apply.

iv. Further, if the application of the formula under this employment agreement results in the same salary category as applied using the formula under the employee's previous employment agreement the employer may require that the rostered days off are worked subject to mitigation of any safety concerns raised by the employee. Additional duties rates do not apply.

12.2 Salary scales

12.2.1 Registrars

The following scale shall apply from 2 March 2026:

Cat	Hours	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
F	40-44.9	97,672	102,213	106,764	111,305	115,846	121,524	127,203	132,881	138,560
E	45-49.9	109,163	114,247	119,320	124,394	129,478	135,823	142,168	148,512	154,857
D	50-54.9	123,533	129,273	135,023	140,763	146,514	153,689	160,874	168,059	175,234
C	55-59.9	140,763	147,313	153,863	160,402	166,952	175,142	183,321	191,501	199,691
B	60-64.9	158,004	165,353	172,702	180,052	187,401	196,585	205,769	214,953	224,137
A	65+	178,114	186,396	194,678	202,960	211,242	221,605	231,958	242,310	252,673

The following scale shall apply from 1 March 2027:

Cat	Hours	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
F	40-44.9	100,114	104,768	109,433	114,088	118,742	124,562	130,383	136,203	142,024
E	45-49.9	111,892	117,103	122,303	127,504	132,715	139,219	145,722	152,225	158,728
D	50-54.9	126,621	132,505	138,399	144,282	150,177	157,531	164,896	172,260	179,615
C	55-59.9	144,282	150,996	157,710	164,412	171,126	179,521	187,904	196,289	204,683
B	60-64.9	161,954	169,487	177,020	184,553	192,086	201,500	210,913	220,327	229,740
A	65+	182,567	191,056	199,545	208,034	216,523	227,145	237,757	248,368	258,990

12.2.2 House Officers (including Senior House Officers)

The following scale shall apply from 2 March 2026:

Cat	Hours	Step 1	Step 2	Step 3
F	40-44.9	84,040	88,591	93,132
E	45-49.9	93,931	99,005	104,089
D	50-54.9	106,293	112,033	117,783
C	55-59.9	121,124	127,674	134,214
B	60-64.9	135,956	143,305	150,655
A	65+	153,258	161,540	169,822

The following scale shall apply from 1 March 2027:

Cat	Hours	Step 1	Step 2	Step 3
F	40-44.9	86,141	90,806	95,460
E	45-49.9	96,279	101,480	106,691
D	50-54.9	108,950	114,834	120,728
C	55-59.9	124,152	130,866	137,569
B	60-64.9	139,355	146,888	154,421
A	65+	157,089	165,579	174,068

12.2.3 Salary Protection – Category F Registrars

Where the applicable rates of pay in the Registrar scales above are lower than provided for in the previous STONZ RMO Collective Agreement, then affected individuals shall retain their previous salary until the applicable rate in 12.2.1 exceeds this rate.

12.2.2 Salary Protection – Non-Training Registrars

Where a Non-Training Registrar has translated above the new step 5 threshold set out in 12.4.3, they shall retain their salary step but shall not be eligible to progress further through the scale (see clause 12.4.4).

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

12.3.1 Where a registrar obtains a higher qualification the registrar is to proceed to the next step in the scale from the first day of the month following the date on which the qualification is granted, provided further that the registrar shall not be eligible for such an accelerated advancement any earlier than five completed years after graduation (that is after becoming entitled to provisional general scope of practice). Higher qualification is determined as per clause 2.0. This shall apply to only one higher qualification unless undertaking dual vocational registration in accordance with clause 12.3.3.

12.3.2 Where the relevant training programme allows a higher qualification to be obtained while the RMO is a House Officer, as a pre-requisite to acceptance, then the RMO shall be eligible for the increment provided in 12.3.1 when they are appointed to a Registrar role, and have completed five years' service post-graduation, provided that they have been accepted onto the relevant vocational training programme to which the qualification pertains or are continuing to work towards acceptance onto that programme.

12.3.3 The parties agree that registrars in dual vocational training programmes may access the non-service increment provided under clause 12.3.1 on more than one occasion where they obtain the specified qualifications in each respective vocational scope.

12.3.4 Where a registrar who is a dual trainee is already on step 9 of the Registrar scale, when they would qualify for the qualification-based increment in 12.3.1, 12.3.2 or 12.3.3 in respect of their second vocational scope, they shall, for the following year receive a one-off allowance of $5,300, paid on a fortnightly basis in addition to their regular salary. For the purposes of this clause a dual trainee means a registrar who participates in two vocational training programmes that entitle registration in two vocational scopes of practice.

12.3.5 Thereafter advancement through the scale shall be continuous on the normal increment date.

12.4 Placement in Salary Scales and Progression

12.4.1 On appointment, House Officers 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.

12.4.2 An RMO shall be placed on Step 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.

(a) Unless, where a vocational training programme requires both a medical qualification

(MBChB or equivalent) and a dental qualification (BDS or equivalent), such as Oral and Maxillofacial Surgery and Oral Medicine, up to two years of hospital practice completed as a Dental House Officer shall be recognised as registrar service for the purposes of determining the registrar salary scale placement, once the RMO has been accepted into the vocational training programme.

12.4.3 Thereafter Registrars shall progress through their salary scale annually on completion of each 12 months' service, except that a Registrar shall not progress beyond step 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.

12.4.4 Where a Registrar who has been held on step 5 (or on step 6 or 7 for those following translation to the new scale) is accepted into a training programme that satisfies the requirements of 12.4.3 then, at the date of that acceptance, they shall progress to the next step in the scale where they have been on step 5 (or step 6 or 7) for 12 months or more. This move shall reset their anniversary date for future progression.

12.4.5 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.

12.4.6 A Registrar in a formal training programme shall retain their salary step where, as part of that training programme they are required to 'step down' to a complete an approved House Officer (including Senior House Officer) run. They shall be paid in the Registrar scale on the basis of the category for the House Officer run.

12.5 On appointment to a registrar position all experience as an acting registrar, or other service which is considered by the CMO to be directly relevant to the specialty position shall be credited for the purposes of determining the commencement step on the registrar scale.

12.6 Increments while on leave

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

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

12.7 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).

12.8 Timesheet or equivalent account of the hours worked will be kept by each employee.

12.9 Rural Hospital Allowance

12.9.1 An allowance of 5% of base salary shall be paid to RMOs who are employed by Health NZ under this agreement at one of the following rural hospitals:

Te Tai Tokerau/Northland • Dargaville • Kaitaia • Kawakawa (Bay of Islands)	Waikato • Taumarunui • Te Kuiti • Thames • Tokoroa
Lakes • Taupo	Taranaki • Hawera
MidCentral • Dannevirke	Hawkes Bay • Wairoa
Canterbury • Kaikoura • Ashburton	West Coast • Greymouth (Grey Base) • Westport (Buller Hospital)
Southern • Queenstown (Lakes)	

12.9.2 The allowance shall be paid fortnightly.

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

12.9.4 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.

13.0 Part-time employees

13.1 Establishing Part-time roles

13.1.1 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.

13.1.2 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.

13.1.3 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.

13.1.4 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.

13.1.5 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 14.2 unless there is a consequential change to the responsibilities of other RMOs on the run.

13.2 Conditions of Employment

13.2.1 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.

13.2.2 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.

13.2.3 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.

14.0 Run description

14.1 Every run shall have a run description which sets out the established work patterns, including the roster template as outlined in the STONZ National Manual. The run descriptions shall form part of this Collective Agreement and be held by STONZ and each District, and shall include.

14.1.1 Details of the application of the description, the district, and the period covered.

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

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

14.1.4 Shall state which clinician the RMO is responsible to for their performance.

14.1.5 Provisions for RMOs training and education which shall include the times and venues of all teaching sessions for first year registration, tutorials, journal clubs.

14.1.6 The training and development of other staff where these form part of a RMOs normal duties.

14.1.7 A description of the specialities and sub-specialty rosters to be included in the job.

14.1.8 Other resident and specialist cover.

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

a) Average rostered hours per week.

b) Average unrostered hours per week.

c) Where applicable, average unworked ordinary hours counted under 12.1.2(b) per week.

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

14.1.11 Rosters shall not be rewritten unless there is a permanent change in the number of RMOs on the roster.

14.2 Changes to run descriptions

Principles around change.

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

14.2.1 Change process:

(a) A change proposal shall be in writing, clearly articulate the reasons for the proposed change, and include the relevant information behind the proposal

(b) The proposal shall include a timeline for discussion and consultation on the proposal with RMOs affected by the change. A reasonable timeframe for the completion of consultation process would be within two months and should avoid the mid-December to early-February period (due to Christmas/New Year break and start of RMO training year).

(c) Where held, face-to-face meetings shall be scheduled to allow as many of the RMOs affected by the change to participate. Genuine consideration should be given to issues and alternate proposals arising from the consultation process. It is recognised that good rostering practice should recognise each department's unique requirements. The design of rosters should be a collaborative approach with RMO, SMO, and the employer involvement. Rosters writing should prioritise patient safety, RMO training, and effective service delivery. The aim of the consultation will be to achieve a consensus on the appropriate change. For the purpose of this clause, the parties understand the term 'consensus' to mean general agreement amongst those participating in the process.

14.2.2 Decision Making

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

14.2.3 Escalation

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

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

(a) The impact of the change on the quality and safety of patient services.

(b) issues and concerns raised by RMOs through the consultation process, including

any alternate change proposals.

(c) the impact of the proposed change on RMOs' work-life balance opportunities, including the extent of out-of-hours requirements.

(d) and the impact on the quality of RMO training, with particular reference to College accreditation guidelines where the change relates to Registrars in a training programme.

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

14.2.4 Implementation

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

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

15.0 Additional duties

15.1 Where an RMO is required to work additional duties to cover absences from the roster in excess of the levels provided in the run description as required by Clause 14.0, or for other purposes the following provisions shall apply:

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

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

15.3 For the purpose of the additional duty rates stated, from 1 March 2026, Senior Registrars are those Registrars in an recognised Australasian vocational training programme who have passed their Part I exam or equivalent for that vocational training programme, and who are on Step 4 or higher on the Registrar scale. The entitlement to the Senior Registrar rate shall remain where a permanently employed qualifying RMO undertakes occasional duties as a directly-engaged casual employee of another District.

15.4 Duties paid in terms of this clause shall not be counted in the calculation of average hours worked when calculating the salary category of that run.

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

16.0 Relief Management

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

do so. That duty may not be longer than the duration of the previously rostered duty. This provision applies to all relievers.

16.2 The employer may put in place appropriate arrangements for the administration of relievers. Arrangements for the uses of relievers are set out in Appendix 2.

16.3 Nothing in this clause shall be read as to disallow an existing practice or require an employer to put in place a different arrangement than in place at the time that this CA is ratified.

17.0 Limits on hours

Preamble:

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

(a) Ensuring that RMOs can safely deliver high quality health care to patients and communities as part of a medical and broader clinical team;

(b) Managing the personal and professional risks to the RMO from fatigue, and maintaining the RMO's well-being;

(c) Ensuring necessary training opportunities to facilitate the RMO to progress into or through their vocational training within the generally accepted timeframes.

Services should be organised to ensure the most appropriate balance of these drivers. Services and RMOs are to demonstrate a clear and obvious commitment to well-being interventions reflective of service and training needs.

The following provisions provide maximum limits to RMO hours of work. Rosters, including patterns of consecutive working days and working hours, should be designed with reference to the best ways to support the drivers identified above, rather than to meet these maxima.

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

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

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

17.1.1 The parties will work collaboratively to create rosters with a maximum average of 60 rostered hours per week averaged over a 4-week period.

17.1.2 Individual RMOs should not be rostered to work more than 72 hours in any consecutive seven days.

17.1.3 Where the requirement of 17.1.2 is not met, and the RMO is rostered on duty in excess of 72 hours in any seven-day period, then they shall receive a payment of $550 for that period.

17.1.4 Where the RMO is required to work in excess of 140 hours in a period of 14 consecutive days, then they shall receive a payment of $1,000. For the purpose of this clause "required" means required by the demands of the service and, for clarity, includes

unrostered time on duty.

17.1.5 To be eligible for the payments under 17.1.3 or 17.1.4 the RMO shall notify the appropriate manager to allow alternative arrangements to be made, when it comes to the RMO's attention that they may break this limit. The payment of the penalty under 17.1.3 does not preclude the RMO also qualifying for the payment under 17.1.4 where the rostered hours in those 7 consecutive days can also be counted in the hours worked in the 14 consecutive days.

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

17.2.1 A period on duty shall not exceed 16 consecutive hours

17.2.2 RMOs shall not be rostered on duty for more than 2 long days in 7. For the purposes of this clause, a "long day" shall be a duty where in excess of 10 hours are worked.

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

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

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

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

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

Agreement to such extensions shall not be unreasonably withheld.

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

17.3.1 No employee shall be on duty or on call more than 12 consecutive days without a rostered uninterrupted rest period officially off duty of at least 48 hours before commencing the next period of duty, or a minimum 24 hours continuous period of rest per seven-day period depending on the roster concerned. The intent of this provision is to allow the RMO the opportunity for 2 nights or 1 night respectively, of unrestricted sleep.

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

17.3.3 Except that, a run description may continue to provide up to 7 consecutive night shift if there is regular opportunity for rest and/or sleep during nights shifts. Where so rostered the service and RMOs need to monitor the demands on night shift and if there

is a pattern of increasing activity or reduced opportunity for rest/sleep that cannot be addressed through the processes outlined in the Guidelines on Seven-Night Rostering (see Appendix 4) then the limits above will need to be adhered to.

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

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

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

(a) On the general medical or surgical registrar roster, no RMO shall be rostered to work more than two weekends in five.

(b) On the O&G/Paediatric roster, no RMO shall be rostered to work more than three weekends in eight.

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

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

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

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

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

(a) Rostered duty (and including any continuous period of time worked beyond the rostered shift end); or

(b) Any shift worked as an additional duty; or

(c) A call back duty of at least eight continuous hours.

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

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

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

17.4.5 Alternate arrangements may be agreed between the individual RMO and the District

in lieu of the penalty in 17.4.2 to ensure the employee has sufficient recovery time, including a late start or an early finish (with no loss of ordinary pay).

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

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

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

17.5 Hours of work limits – EDs and ICUs

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

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

(a) On duty hours shall not exceed an average of 50 per week over a four-week period and no more than 60 hours worked in any seven days.

(b) No more than 5 consecutive days shall be worked in a row, except that in the case of night shifts there shall be no more than 4 consecutive shifts in a row.

(c) Employees shall have 2 consecutive days off in every seven days.

(d) No employee shall be required to work for a continuous period exceeding 10 hours inclusive of meal breaks.

(e) Employees shall receive a minimum break of 11 hours between periods on duty.

(f) Employees shall, after working a period of consecutive night shifts, have a period free of duty comprising the balance of the calendar day upon which they ceased the last night duty plus a further 2 calendar days.

(g) Employees shall have an average of 50% of weekends off duty over the course of the run provided that no more than 3 weekends may be rostered in a row.

17.5.2 In EDs not covered by the above clause:

(a) The average on duty hours for an RMO so employed shall not exceed 50 per week over a four-week period and no more than 60 on-duty hours in any seven days.

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

(c) An RMO so employed shall receive a minimum break of nine consecutive hours between periods on duty

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

(a) The average on duty hours shall not exceed an average of 50 per week over a four-week period and no more than 60 hours worked in any seven days.

(b) No more than 5 consecutive days shall be worked in worked in a row, except that in the case of night shifts there shall be no more than 4 consecutive shifts in a row.

(c) 2 consecutive days off in every seven days.

(d) Employees shall receive a minimum break of 10 hours between periods on duty

(e) Employees shall, after working a period of consecutive night shifts, have a period free of duty comprising the balance of the day upon which they ceased the last night duty plus a further 2 calendar days.

(f) Employees shall have an average of 50% of weekends off duty over the course of the run provided that no more than 3 weekends may be rostered in a row.

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

17.6 Shift work rostering:

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

(a) Night shifts only, or

(b) Full time in accident and emergency, intensive care, or

(c) In other cases, only by agreement affected RMOs in accordance with clause 14.2.

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

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

17.7 Adequate handover time shall be provided between shifts.

17.8 Emergency Back-Up Rosters

17.8.1 The District and the RMOs concerned may establish an emergency back-up roster (EBUR). An EBUR is a voluntary roster to provide emergency "back-up" 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/alternate to providing relievers and the use of an EBUR to cover for pre-arranged leave of any type is discouraged.

17.8.2 When an RMO is on an EBUR they shall be paid $50 for each day so rostered. If the RMO on the EBUR is called in to work they shall be paid as if they are call backed under clause 18.4, including the minimum three-hour payment, and will not be paid the $50 payment for that day.

18.0 On call

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

18.2 When an employee is rostered on call, has left their workplace, 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 workplace and return will be paid at additional duties rates as provided in clause 15.

18.3 The parties recognise the unique arrangements for RMOs as a salaried workforce, and the inclusion in the calculation of a salary category of the average unrostered hours worked by RMOs based on reviews of actual time worked beyond their roster shift end. Where an RMO who is rostered on call has been required to remain at the workplace beyond the general period of time recognised in the unrostered hours component of their salary category and is called on to undertake duties relating to their on-call responsibilities then they shall be eligible to receive the call back payment in 18.4 below despite not having been able to leave the workplace.

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

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

18.6 Where an employee is requested by the employer to undertake an additional period of on call to cover for an absent colleague on leave or where there is a vacancy on the roster, the minimum allowance payable for the associated hours on call shall be $25.00 per hour in place of the amount specified in clause 18.1. This does not apply in the case of an agreed "RMO initiated swap".

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

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

18.8 Provided further that:

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

18.8.2 Where employees are required to use their own cars for the purposes of work, the employing District shall pay a private motor vehicle mileage allowance at the standard IRD rate.

18.9 Telephone advice when on-call

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

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

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

18.9.4 Any run where the payment for telephone call is factored in to the calculation of run category per clause 18.5 shall not be eligible for this payment.

19.0 Fatigue management

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

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

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

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

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

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

20.0 Meal periods and rest breaks

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

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

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

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

20.5 Every RMO required to be on duty over a recognised meal period shall be entitled at the employer's expense, to a meal. Employees working a long day shall have an entitlement to two meals. The parties recognise that an employer has the right to put reasonable specifications on what an RMO may receive as part of the meal entitlement. Any such specifications shall be developed in consultation with STONZ.

21.0 Cover for leave

REFER TO THE BEST PRACTICE LEAVE ALLOCATION GUIDELINES IN APPENDIX 3 FOR THE AGREED PROCESSES AND EXPECTATIONS TO SUPPORT FAIR AND TRANSPARENT RMO LEAVE MANAGEMENT.

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

21.2 Rosters shall not be rewritten once published unless there is a permanent change on the

numbers of RMOs on the roster (and the majority of remaining RMOs concerned agree to it) nor be written to incorporate cover for leave except as provided in clause 21.3.

21.3 Cover for leave may be provided:

21.3.1 By relievers.

21.3.2 By payment of additional duties:

(a) Where additional rostered duties are not included in the calculation of expected average hours, such duties shall be remunerated as per clause 15 (additional duties).

(b) Where an additional rostered period of call is worked the provisions of clause 15 will apply in respect of actual hours worked, subject to the provisions of clause 18.

21.4 Leave Abutting Weekends

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

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

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

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

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

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

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

22.0 Cross cover

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

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

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

Where an employee provides cross cover, the RMO shall be paid an additional $165 in recognition of the increased workload. If cover is provided by more than one employee then the payment is shared among those employees providing cover.

No RMO should be expected to provide cover for non-RMO work unless specified (with clear examples of where this may occur) in the run description.

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

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

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

23.0 Public holidays

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

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

23.0 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, the RMO shall be granted equivalent time off 'in lieu' at a later day convenient to the employer. An employee required to be on call on a Public Holiday shall receive a day in lieu. No employee shall receive more than one day in lieu for a public holiday worked.

23.1 Additional payment for working on a public holiday

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

The employee's annual salary as set out in clause 12.2 will be divided by 52.14 and then the lowest number of hours per week to which the salary category relates (for example, a B category shall be divided by 60 hours). The resulting figure is then halved, and this becomes the additional payment to be made per hour worked over and above relevant daily pay. An RMO who is called back on a public holiday shall be paid T1/2 of their call back rate of pay.

23.2 Public holidays falling during leave or time off

23.4.1 Leave on pay

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

23.4.2 Leave without pay

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

23.4.3 Leave on reduced pay

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

23.4.4 Off duty day

Except where the provisions of 23.4.1 above apply, if a public holiday, falls on a rostered employee's off duty day (such off duty day not being a Saturday or a Sunday) the employee shall be granted an additional day's leave at a later date convenient to the employer. For clarity, a rostered employee is an RMO who is working a full rotating shift pattern where the salary category is determined in accordance with the clause 12.1.2(a).

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

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

(a) must be taken within 12 months of the employee's entitlement to an alternative paid holiday having arisen, and

(b) the employee must give 14 days' notice of taking the alternative paid holiday, except that if the lieu day is proposed to be taken on a day where the RMO is rostered on a long day, a night duty, or a weekend duty, 28 days' notice must be provided, and

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

25.0 Annual leave

25.1 Entitlement

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

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

25.2 Conditions:

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

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

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

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

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

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

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

26.0 Sick leave

In applying the provisions of this clause, the parties note:

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

26.1 On appointment an employee shall be entitled to ten (10) working days leave for sickness during the first twelve months of employment, and up to an additional ten (10) working days for each subsequent twelve-month period. Sick leave shall be granted and paid in accordance with the Holidays Act 2003 (as amended). A medical certificate may be required to support the employee's claim.

26.2 An RMO who becomes bound by this Agreement during its term shall retain their existing sick leave balance and will receive the next 10 days entitlement under clause 26.1 on their anniversary.

26.3 RESERVED with effect from 1 July 2022.

26.4 Additional Discretionary Sick Leave

In the event an employee has no entitlement left, they are entitled to apply for up to 10 days discretionary sick leave per annum. The employer recognises that discretionary sick and domestic leave is to ensure the provision of reasonable support to staff having to be absent from work where their entitlement is exhausted.

The first five days of discretionary sick leave shall be approved on the same basis as leave under clause 26.1.

For the next five days of discretionary sick leave, requests should be considered at the closest possible level of delegation to the employee and in the quickest time possible, taking into account the following:

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

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

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

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

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

26.6.1 Place the employee on suitable alternative duties; or

26.6.2 Direct the employee to take leave on full pay. Such leave shall not be a charge against the employees sick and domestic leave entitlement.

26.7 The employee can accumulate their unused sick leave entitlement from year to year.

26.8 The provisions of this clause are inclusive of the sick leave provisions of the Holidays Act 2003.

26.9 Domestic leave as described in this clause is leave used when the employee must attend a dependent of the employee. This person would, in most cases, be the employee's child, partner or other dependent family member.

26.9.1 It does not include absences during or in connection with the birth of an employee's child. Annual leave or parental leave should cover such a situation.

26.9.2 At the employer's discretion, an employee may be granted leave without pay, where the employee requires additional time away from work to look after a seriously ill member of the employee's family.

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

26.10 Sickness during paid leave:

When sickness occurs during paid leave, such as annual leave, the leave may be debited against the sick leave entitlement, (except where the sickness occurs during leave following the relinquishment of office) provided that:

26.10.1 The period of sick leave is more than three days and a medical certificate is produced.

26.10.2 In cases where the period of sickness extends beyond the approved period of annual leave, approval will also be given to debiting the portion, which occurred within the annual leave, against sick leave entitlement, provided the conditions in 26.10 and 26.10.1 above apply.

26.10.3 Annual leave may not be split to allow periods of illness of three days or less to be taken.

26.11 During periods of leave without pay, sick leave entitlements will not continue to accrue.

26.12 Where an employee has a consistent pattern of short-term Sick Leave, or where those absences are more than 10 working days/shifts or more in a year, then the employee's situation may be reviewed in line with the Employer's policy and Sick Leave practices. The focus of the review will be to assist the employee in establishing practical arrangements to recover from sickness or injury.

26.13 Where an employee is incapacitated as a result of a work accident, and that employee is on earnings related compensation, then the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation. This payment shall be taken as a charge against Sick Leave up to the extent of the employee's paid sick leave entitlement. The employer may agree to reimburse employees for treatment and other expenses or for financial disadvantage incurred as a result of a work-related accident. This agreement will be on a case-by-case basis.

26.14 For non-work-related accidents, where the employee requests, the employer shall supplement the employee's compensation by 20% of base salary and this shall be debited against the employee's sick leave up to the extent of the employee's paid sick leave entitlement.

26.15 Sick leave is to be debited on an hour-for-hour basis, except that a pre-planned (non-urgent) medical appointment (two hours or less) shall not be debited against sick leave. Appointments will be planned wherever possible at times that minimise impact on service delivery.

26A Family Violence leave

26A.1 The Employer is committed to supporting staff who are affected by family violence, in accordance with the relevant legislation and good employer principles.

26A.2 The provisions of sections 72A to 72J of the Holidays Act 2003 set out the entitlement to, and requirements of, Family Violence leave.

26A.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 Family Violence (or equivalent) policy implemented by the employer.

26A.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.

26A.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.

27.0 Bereavement/Tangihanga leave

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

Bereavement shall include miscarriage or still-birth as per s.69(2) (c-d) of the Holidays Act 2003.

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

27.2 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of 27.1 above. This provision will not apply if the employee is on leave without pay.

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

27.4 An RMO who has suffered a bereavement and considers they require further support to return to work should raise this with their service. Such support could include further paid or unpaid leave, and/or counselling/EAP support.

28.0 Parental leave

PLEASE REFER TO THE APPENDIX 6: BEST PRACTICE GUIDELINES - PARENTAL LEAVE FOR GUIDANCE AND STANDARDS ON MANAGING PARENTAL LEAVE FOR RMOS.

28.1 Parental Leave

28.1.1 Parental leave shall be granted in accordance with the Parental Leave and Employment Protection Act 1987.
Except that, employees in their first twelve months of employment may apply for parental leave of up to six months duration. Such leave shall be applied for and granted as per the Parental Leave and Employment Protection Act 1987.

28.1.2 Guidelines: Please note the matters below are intended by way of general guidance only and it is not intended to add to the rights or obligations as provided by the governing Act. Employees should seek the advice of their manager, STONZ, or Employment New Zealand (https://www.employment.govt.nz/leave-and-holidays/parental-leave or 0800 20 90 20) in applying for parental leave.
Parental Leave is up to a maximum of 52 weeks, depending upon length of service for each couple excluding any period of paternity leave.

(a) Obligations of employee:

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

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

In both such instances the employee must provide the date of delivery or adoption and the period for which the employee is seeking to take as leave.
Date of return that he or she intends to return to their employment.

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

(b) Obligations of employer:

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

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

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

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

28.2 Paid Parental Leave

(a) Primary Caregiver:

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

The 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.

(b) Non-Primary Caregiver:

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 him or herself of this entitlement shall not be eligible for paid parental leave pursuant to sub-Clause (a) above except where they share the statutory payment as the primary care giver described in a above for some part of the first 14 weeks of the payment in respect of their child. The payment under 28.2(a) and 28.2(b) will not be made in respect of the same period of time.

(c) The entitlement to paid non-primary caregiver leave in 28.2(b) above is in addition to any unpaid Partner's Leave under Part 2 of the Act.

28.3 Breastfeeding Facilities & Breaks

(a) Employees have a right to require, as far as it is reasonable and practicable to do so in the circumstances, to appropriate facilities in the workplace to undertaking breastfeeding in the workplace. In providing a facility, consideration should be given for privacy, comfort, proximity to normal place of work duties, and access to refrigeration for expressed milk if necessary.

(b) An employee is entitled to reasonable breaks without deduction from pay in order to breastfeed. The timing of such breaks should subject to the requirements of the infant or the person breastfeeding, endeavour to align with paid or unpaid breaks.

(c) Breastfeeding encompasses the expressing of breast milk.

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

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

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

29.0 Special leave

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

30.0 Jury service leave

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

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

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

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

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

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

31.2 Travelling Expenses

The cost of actual and reasonable fares for travelling:

(a) To the new location at the beginning of the attachment, and return at the end of it.
(b) To return to the base location for approved training courses during the attachment to the peripheral hospital, provided a refund of travelling costs for this purpose is limited to an average of not more than once a month; and
(c) Where it is planned at the outset that the period of attachment is to be for more than

three months, the cost of actual and reasonable fares for an employee's family to move to the new location should also be met. If in these circumstances the employee's own car is used the mileage rate in clause 10.11 is to be paid.

31.3 Removal Expenses

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

(a) Where it is planned at the outset that the period of attachment is to be for more than three months and furnished District 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 clause 34.
(c) If furnished District accommodation is provided but it is necessary for the employee to transfer certain essential household items to the new location, then the reasonable cost of the removal of these items should be refunded.
(d) Where the family returns to their former location at the end of the attachment, expenses shall be granted on the same basis and scale as specified above.

31.4 Duration of period of attachment

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

31.5 Family at former location

An employee required to maintain his/her family at the former location should be granted up to one week's accommodation expenses not exceeding the travelling allowance rate specified in this Agreement and thereafter a boarding allowance of $45 per week provided that:

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

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

NOTE: For the purpose of this section, family shall have the meaning given to it in Clause 33.2 of this Agreement.

31.6 Accommodation for employees without a family

As a general rule, employees without a family are to be offered accommodation in the District's staff quarters at the normal rates. If no such accommodation is available employees without a family are to be paid up to one week's accommodation expenses not exceeding the travelling and relieving allowance rate prescribed in clause 34.

31.7 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.

31.8 Changes within a District's area

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

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

32 First appointment as House Officer: removal expenses

32.1 Employees taking up their first appointment as full-time house officers are entitled to removal and related expenses as specified below from the location of the New Zealand medical or clinical school to which they were last attached and/or from a location in New Zealand where they were residing immediately prior to starting employment.

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.

32.2 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 agreed with their employing District. Actual and reasonable costs will cover petrol costs, flights, or ferry tickets upon production of receipts
(b) Expenses during travel and on arrival at the new locations, on production of receipts. This may include accommodation and meal costs for up to eight days for the House Officer and any family members relation with them.
(c) Half (fifty percent) of the cost of removal of furniture and effects (note exclusions set out in clause 33.2.1(d)); and
(d) Actual legal expenses of up to $1,500 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.

33 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.

The parties have a mutual expectation that claims and reimbursements of transfer expenses will be made in a reasonable timeframe.

The Employer will endeavour to process all completed reimbursement claims within 4 to 6 weeks of their submission. Where there is a pattern of failure to meet these timeframes, STONZ will raise the issue with District management, and the parties will work to address any systemic problems.

RMOs will endeavour to submit their claims for reimbursement under this clause is a timely manner, and in any event prior to end of the financial year (30 June) in which they are incurred.

Further, processes should facilitate RMOs to make their transfer arrangements as far ahead of time as is practicable to minimise the cost to the Health NZ.

33.1 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 first accepted into a vocational training programme and appointed to a college recognised training post.

(c) as a Registrar, they are required to transfer within Australasia for a year or more as part of an approved training programme, provided that expenses associated with buying and selling a house shall not be refunded to any one employee more than once during a training programme.

(d) They are transferred to another District at the direction of their employer

(e) Where an RMO is required by the College to transfer to a new District for a period of less than a year to continue their training due to the loss of training accreditation at their previous Hospital then they shall also be entitled to transfer expenses under this clause.

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

33.2 Definitions

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

(a) All children up to the age of 18 years who is a dependent of the employee.

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

(c) All other persons who are part of the employee's household who are not themselves employed, or who the employer accepts the employee has familial obligations towards.

(d) Household effect excludes:

i. all articles not part of the employee's own household.

ii. buildings (other than small easily dismantled structures, which are not garages), building structural materials, garden seats and large radio and television masts.

iii. large workshop machinery, large engines, large cultivating machinery and garden rollers.

iv. boats (other than those towed on trailers).
v. livestock (other than household pets) and beehives.
vi. motor and towed vehicle

33.3 Removal of furniture and effects

Costs incurred during the transfer of household effects will be reimbursed. Storage costs will be reimbursed for up to 12 months following the date of relocation, including storage at either the departure or arrival location.

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.

Notwithstanding clause 33.2.1(d)(vi), the employer may agree to move an RMO's car as part of their transfer expenses where it considers it is reasonable to do so considering costs involved, distances/travelling time involved, roster considerations (including attendance at orientation), etc.

33.4 Travel expenses

Payment of expenses during travel to and on arrival at the new location, will be reimbursed on production of receipts. This may include meals, travel and accommodation for up to seven days either prior to departure, folllowing arrival, or a combination of both, not to exceed more than 7-days in total. An extension may be sought if furniture remains in transit.

33.5 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 & reasonable accommodation costs; and $80.00 gross per 24-hour period for meals and Incidentals
Third & fourth weeks	Actual & reasonable accommodation costs; and $65.00 gross 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

33.6 Accommodation allowance for employees without a family

If an employee without dependants has difficulty in finding suitable permanent accommodation at the new location beyond the period provided for in 33.4 then, if the District cannot arrange suitable temporary accommodation, 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.

33.7 Expenses arising from buying and selling homes and land

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

Property	RMO sells only	RMO sells and buys
Undeveloped land / section at former location	Reimbursement of actual expenses of: • up to $1,918 Real Estate Agent's Commission; **and** • up to $471 in legal fees	Reimbursement of actual expenses of up to a maximum of $3,633 for the sale and purchase
House they were living in at former location	Reimbursement of actual expenses of: • up to $899 in legal fees; **and** • up to $6,078 Real Estate Agent's Commission **or** • up to $631 of advertising costs if the house is sold without the service of a Real Estate Agent (receipts must be produced)	Reimbursement of actual aggregated legal and Real Estate Agent's commission expenses of up to a maximum of $10,816

33.7.2 When an employee sells the house the employee was occupying at the former location and buys a new house at the new location within two years of the date of transfer, actual aggregated legal and land agents expenses up to $10,816 shall be refunded. Evidence to qualify for the reimbursements above, evidence must be produced that the employee has previously owned, occupied and sold a house at the former location or previously owned and sold land. Sales and purchases (as applicable) must be completed within two years of the date of transfer.

33.7.3 Penalty mortgage repayment charges

When employees transfer to another location and are eligible for payment of transfer expenses, the employer may approve, a separate refund of early repayment charges due to the termination of a mortgage before the completion of the term of the loan on the property at the previous location. The maximum refund allowable is $2,532. The employee must provide evidence to support any claim.

33.8 Transfer grant

33.8.1 When employees are transferred at the employer's expense and are required to shift the household, a transfer grant of $1,000 gross 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.

34 Travelling and relieving allowance

34.1 For employees:

(a) Who are travelling for approved work-related purposes; or

(b) Where it is included as part of the run description; or

(c) 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:

Note: this does not preclude access to clause 10.11 (mileage where applicable)

Expense	**Where the employee is travelling and not staying privately**	**Where the employee is travelling and is staying privately**
Accommodation	Reimbursement of costs on an actual and reasonable basis may be claimed (receipts required)	$65.00 per day or part day (providing the RMO is away at least one night)
Meals and incidentals	$65.00 per full 24-hour period spent in travelling, or part day of over 10 hours; or $30.00 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.	

34.1 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).

34.2 Employees receiving the 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.

35.0 RESERVED

36.0 Outsourcing

Te Whatu Ora | Health New Zealand will act in good faith and, in accordance with the Health Sector Code of Good Faith, will consult with STONZ on any proposal to outsource work that may impact RMOs' training requirements. Where appropriate, early engagement with STONZ will occur to support formative discussions to inform proposals.

Health NZ will provide STONZ with reasonable written notice of any proposed change, including the reasons for the proposal, subject to applicable confidentiality obligations. STONZ will be given a genuine opportunity to comment on any such outsourcing proposal and to provide feedback before any final decision is made.

37.0 Public Health Emergency (and Civil Defence) Response

37.1 The following provisions apply where there is a Public Health Emergency (PHE) declared by the Director-General of Health under the relevant legislation. These provisions shall also apply as applicable to civil defence emergencies declared under the relevant legislation.

37.2 The parties acknowledge that the public health system will be a critical part of the national/regional responses to a PHE.

37.3 As part of this response, the parties recognise the urgency of any response and the need for flexibility in how services are delivered and accordingly temporary changes may be made to how work is organised without the need for a formal change management processes specified in the CA. Where circumstances allow, the Employer will engage in good faith with the union prior to progressing any PHE response.

37.4 The principles around any such changes are:

a. Services will work with their staff to develop the most clinically appropriate staffing arrangements to keep patients and staff safe during a PHE

b. These arrangements could include ways of working that are outside of the standard provisions of the CA hours of work clauses provided that:

i. The rostered ordinary weekly or fortnightly hours of work do not exceed the current maximums without the agreement of the affected employee(s)

ii. No permanent employee shall have their ordinary pay reduced while they are working such arrangements

iii. Additional hours of work beyond those reflected in the salary category shall be remunerated in accordance with the relevant provisions of the CA, and CA penalties for minimum breaks, etc will continue to operate

iv. The alternate arrangements shall only continue in force for the period necessary and required by the Employer's PHE response

v. The union shall be informed of any arrangements operating under this provision.

37.5 The parties recognise the potentially heightened focus on ensuring staff do not attend work when they themselves (or their dependents) may be unwell during a PHE. To support this, the Employer will take a permissive approach to access discretionary sick leave provisions where an employee has exhausted their sick leave entitlement. In

addition, the Employer shall waive the recovery of the first 5 days of discretionary sick leave granted during the PHE. These arrangements do not replace the Minor Illness provisions in clause 26.5.

37.6 The parties commit to national oversight and engagement on the operation of this clause and other operational matters related to PHE responses, which may include provision of agreed national guidelines

The parties agree that the Special Leave Flowchart (dated 23 February 2021) set out in the DHB COVID-19 Workforce Frequently Asked Questions guidance shall apply unless agreed otherwise or replaced by updated guidance that is explicitly agreed to with STONZ.

38.0 Physical facilities

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

The 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. Private (away from clinical areas) sleeping facilities are to be prioritised to RMOs who have a significant rest requirement during their night shifts e.g., those working seven nights or call back.
- Changing, toilet and shower facilities.
- The room(s) and associated facilities should be located close to the hospital's acute area(s) and serviced regularly with linen supplied.
- Where space is available, safe and secure parking close to the main entrance of the hospital for RMOs undertaking work during the hours of darkness. For clarity, this includes RMOs whose shifts start or end during the hours of darkness, e.g. those working long days/nights or on-call. Where space is not available the Employer must make appropriate alternative arrangements such as the provision of taxis.

This clause does not require the Employer to retrofit existing facilities to meet such requirements; however, the Employer must consider the above requirements when undertaking refurbishment work and when building new hospitals/facilities. Best endeavours should be applied to provide the above within existing facilities in the absence of rebuilding.

39.0 Health and safety

The employer shall comply with the provisions of the Health and Safety at Work Act 2015 and associated Regulations, concerning safety, health and welfare matters. The parties agree that

employees should be reasonably protected from any safety and health risks arising in the workplace.

39.1 It shall be the responsibility of the employer to ensure that the workplace meets the required standards and that effective and maintained safety equipment is provided.

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

39.3 It is the responsibility of every employee to report any hazards, accidents, or injuries as soon as practicable using the employers hazard management and accident reporting systems.

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

39.5 Where there is a concern regarding the safety of employees, employees have the right to contact STONZ for advice on their rights and obligations under the Health and Safety at Work Act 2015.

39.6 The parties shall establish a national health and safety committee to oversee RMO specific issues related to health and safety with national consequences or implications. Individual District specific issues shall remain the responsibility of District based health and safety systems. Such committee may form part of any existing union-employer body.

39.7 The committee established under clause 39.6 above shall be constructed on the following basis:

- Management representatives will not exceed the number of employee representatives.
- Additional people may be co-opted onto the committee to provide specific expertise by the agreement of the parties to this agreement.
- Training may be necessary in order for health and safety committee members to perform their duties efficiently.
- Appropriate time on pay will be agreed by the employer to allow committee members to fulfil their function. This may include training.

40.0 Personal information

40.1 No information contained in an employee's personnel files shall be disclosed in whole or in part to external parties without the individual employee's written consent, except in accordance with requests from STONZ or in accordance with statute. The employee shall have the right of access to their personal file and any other personal information without any unnecessary delay.

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

41.0 Bullying and harassment

41.1 The employer will not condone bullying or harassment of or by RMOs. Where an instance is substantiated to the employer's satisfaction appropriate action will be taken by the employer. This action will include ensuring there are no adverse impacts on the training or employment opportunities of the injured party.

41.2 In accordance with its statutory and implied legal obligations Health NZ must provide employees with an environment that is safe and free from bullying, harassment and

discrimination, the Employer undertakes to have a robust and consistent bullying and harassment policy across all Districts, that is aligned both to relevant legislation, and current best practise.

42.0 Employment relations problem solving

42.1 An "employment relationship problem" includes:

(a) A personal grievance

(b) A dispute

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

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

(a) Has been unjustifiably dismissed; or

(b) has had his/her employment, or his/her conditions of employment, affected to

(c) his/her disadvantage by some unjustifiable action by the employer; or

(d) has been discriminated against in his/her employment; or

(e) has been sexually harassed in his/her employment; or

(f) has been racially harassed in his/her employment; or

(g) has been subjected to duress in relation to union membership.

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

(a) The employee is entitled to seek representation at any stage during the process.

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

42.1.3 If the employment relationship problem is a personal grievance, the employee must raise the grievance with the employer within a period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee, whichever is the latter. Where the grievance is in respect of alleged sexual harassment the employee needs to raise their grievance within 12 months of the action occurring or the grievance coming to their notice.

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

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

42.3 A party dissatisfied with the decision of the Authority may challenge that decision in

Employment Court. In the same way a decision of the Employment Court may be appealed to the Court of Appeal.

43.0 Stop work meetings

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

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

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

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

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

44.0 Access by representative

The secretary or other authorised officer of the Specialty Trainees of New Zealand shall be entitled to enter at all reasonable times upon the premises or works for the purpose of interviewing any workers or enforcing this agreement, including access to wages and time records, but not so as to interfere unreasonably with the employer's business. The employer shall provide to STONZ a list of the names and run allocation of employees covered by the coverage clause of this agreement, when requested by STONZ but no more frequently than every three months.

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

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

45.2 If the party to whom the business or part thereof is transferred, sold, or contracted out (for the purposes of this clause 45.0, called "the transferee") is to take over the employment of affected RMOs, the employer shall ensure that the transferee is contractually obliged to take over the employment of the affected RMOs subject to their existing contracts of employment in all respects including the terms and conditions of this Agreement and on the basis that they will be deemed to have commenced employment with the transferee at the time that they commenced employment with the employer.

45.3 If the transferee is not to take over the employment of affected RMOs, the employer shall not complete the transfer, sale, or contracting out of the business or part thereof without first

settling with the STONZ the terms and conditions of a redundancy agreement which shall apply to the affected RMOs.

45.4 The parties acknowledge that section 69M of the Employment Relations Act requires all collective agreements to contain provisions in relation to the protection of employees in the event of a restructuring as defined in the Act. It is acknowledged that various provisions in the current collective (clause 11.1 and clauses 45.2 and following) and the statutory provisions as contained in clauses 24, 25 and 26 of the Code of good faith for public health sector will provide protection to employees in the event of a restructuring in accordance with section 69L(b) of the Act.

46.0 Payment of union fees

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

47.0 Termination of employment

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

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

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

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

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

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

48.0 Term of Collective Agreement

The term of this collective agreement shall be from 1 March 2026 to 30 April 2028.

The parties agree that they will commence bargaining for a replacement collective agreement in November 2027.

SIGNATORIES

AUTHORISED representative of Specialty Trainees of New Zealand:

Dr Jordan Tewhaiti-Smith
President

Kate Clapperton-Rees
Executive Director

AUTHORISED representative of Health New Zealand | Te Whatu Ora

Dr Dale Bramley
Chief Executive

APPENDIX 1: Best Practice Guidelines – Training & Teaching

Training and changed patterns of work

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

Introduction

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

Training and learning activities

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

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

   Examples of such activities include:

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

2. **Formal teaching and learning events**

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

   Examples include:

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

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

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

4. **Process**

   Purpose:

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

   Training schedule:

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

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

   Process:

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

   Procedure:

   Where training opportunities are lost, for example lessened access to scheduled theatre sessions, clinics, MDT meetings, etc. then solutions should be pursued which ensure that the opportunity lost in that training activity is replaced elsewhere unless the residual time is assessed as being sufficient for training – taking advice and input from RMOs, SMOs and the supervisor of training. The new pattern of working should be considered to seek new training opportunities in out of hours work. These may arise for example where SMOs are taking a more direct role in acute care and can train as part of providing acute care. This process should be documented as a revised training schedule for each RMO role.

APPENDIX 2: Relief Management

1.1 Subject to the RMO giving reasonable notice to the employer in terms of planned leave, the responsibility to arrange cover for RMOs on leave lies with the employer. It is not the responsibility of individual employees to find cover for their own leave. The employer will take all reasonable steps to ensure sufficient cover is available to permit RMOs to take leave.

1.2 Leave areas – RMO CA outline of entitlements

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

1.3 Planned vs unplanned leave

1.3.1 Planned leave

Planned leave relief includes night relief, annual, medical education, days in lieu, parental, jury, EREL, planned special leave and long term and elective sick leave. Long term planned leave relief may also be covered by employment of staff on fixed term agreements. Relievers must not be used to supplement staffing levels required to meet service demand except as provided for within this appendix and clause 16.1.

1. A planned leave reliever covers the roster of an absent RMO. A minimum of 14 days' notice of the RMO's roster must be given except in circumstances that:

   (a) where a planned leave reliever is not allocated to cover planned leave, they can be allocated to cover an unexpected absence of an RMO during the ordinary hours. Clause 4 and 5 of the short notice leave relievers provision below shall apply in these circumstances.

   (b) where a planned leave reliever is not allocated to cover planned leave, they can be allocated to report for duty relief. Clause 4 of the report for duty relievers provision below shall apply in these circumstances.

2. Generally, one leave reliever will be required for each 7 HOs/SHOs employed. Generally, one leave reliever will be required for each 5.5 Registrars employed. In addition, where an RMO is on a night shift, a reliever may need to be provided to cover that RMO's rostered day duties where night shifts are not covered internally as a regular predictable part of the rostering pattern.

3. Priority must be given to keeping planned leave relievers on consistent specialties, wards and teams as much as possible. For example, keeping a medical RMO on

medical cover, or where a period of night cover is followed by annual leave cover keeping the same RMO on the same team or ward.

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

4. Limits on hours apply to relievers.

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

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

7. Where RMOs employed as relievers are pooled, they shall be paid in accordance with clause 12.1.3 & 12.1.4.).

1.3.2 Short Notice

In circumstances where the 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 is likely to be appropriate.

   (b) *On a Run* - Each of the RMOs on a run or group of runs each takes a turn at short notice relief. During this period the RMO is identified as the short notice reliever and the provisions relating to short notice relief apply to them. An additional reliever must be supplied to the relief pool to provide cover for the RMO on short notice relief (much as night relievers do).

2. All RMOs providing short notice relief must have at least 14 days' notice of any weeks so allocated to them.

3. Short notice relievers are to provide cover for absent RMOs as a result of sickness, bereavement, other short notice leave requirements, but may be used for other gaps as necessary.

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

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

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

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

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

9. Short notice relievers cannot be asked to 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. Periods of SNR shall be rostered no more frequently than once in six weeks if from a relief pool 1(a) above and no more frequently than once a quarter if from a pool as per clause 1(b) above.

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

13. Salary: For the period the employee provides short notice relief, they shall be paid as a planned leave reliever.

14. Priority for cover provided by short notice relievers shall be as follows:
    - Night cover
    - Acute take and long days

1.3.3 Report for duty

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

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

   (a) *Relief Pool* – Report for duty leave relievers are added to the relief pool and each member of the relief pool is allocated to report for duty relief for periods of time.

   (b) *On a Run* - Each of the RMOs on a run or group of runs each takes a turn at report for duty relief. During this period the RMO is identified as the report for duty reliever and the provisions relating to report for duty relief apply to them. An additional reliever must be supplied to the relief pool to provide cover for the RMO on report for duty relief.

2. Where the Employer implements report for duty relievers, planned leave relievers that have not been required to cover planned leave will be allocated as additional report for duty relievers.

3. All RMOs providing report for duty relief must have at least 14 days' notice of their roster.

4. Report for duty relievers report for duty at the normal start time of the duties for the services they cover. In the first instance, they cover short notice absences and if there is no short notice absence to cover the report for duty reliever provides additional support for teams experiencing high workloads due to acute fluctuations. 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.

APPENDIX 3: Best Practice Leave Allocation Guidelines.

Pre-amble

Both parties acknowledge the importance of transparent and appropriate leave application and approval.

Both parties further acknowledge that a positive leave culture should be developed where RMOs are supported to take between 4 and 6 weeks of leave in the calendar year.

This is done with the understanding that the taking of, and access to, annual leave is essential to maintain the wellbeing of the RMO workforce and therefore service delivery and workforce pipeline.

RMOs acknowledge their role in good communication practices. RMOs acknowledge the importance of timely communication with those administrating RMO rosters with regards to:

- Run allocations
- Leave applications
- Leave cancellations, and
- Resignations

as this communication directly affects the RMO unit and services ability to write and publish rosters, allocate relief and approve leave.

This guideline is further intended to develop a consistent and predictable approach across services and Health NZ for leave application and roster publication for both RMOs and services.

Communications

Timely advice and reminders should be sent to RMOs, including prior to the rosters being published to, ensure they are considering their leave plans.

This should include information on key dates where demand for leave is likely to be high such as:

- College exams or study courses
- School holidays

Communications should be provided 10-12 weeks before the run start/changeover date, and this should include a prompt for those RMOs who will be rotating to contact their next District.

Follow up communication should be provided six weeks before the run start/changeover date, to support publication of the roster with at least 4 weeks (28 days) notice (as per clause 4.3). As per clause 4.5, a roster should ideally be published to cover the full run.

Transparency of relief availability

Where practicable, District communications should indicate the current availability of leave cover.

Where there is unallocated planned relief capacity, Districts should advise RMOs of this so they can consider taking leave.

Active management of leave/prioritisation

Districts should monitor annual leave and alternate holiday balances and where an RMO has a high balance, their service should engage with them to ensure that they are planning to take leave for rest and recuperation.

Where the demand for relief cover is greater than the available relief capacity, the Employer may prioritise those RMOs with a high-level balance when approving leave.

APPENDIX 4: Guidelines on Seven-Night Rostering.

The parties recognise that the rostering of seven consecutive night duties has significant benefits to continuity of patient care, RMO training and staffing requirements.

These benefits need to be balanced against the significant challenges and clinical risks from this organisation of RMO work.

Clause 17.3.3 enables services to roster seven consecutive nights where it is agreed that there are regular opportunities for rest/sleep during the shift.

Rosters that operate seven consecutive night shifts are included in the joint 'rosters of concern' work. This remains the agreed mechanism through which the issues should be monitored and addressed. Rosters identified by STONZ members where there is infrequent or no opportunities for rest should be prioritized within this process.

These guidelines outline basic expectations of matters that need to be satisfied for the rostering of seven consecutive night duties to continue:

1. **Staffing** – the service should have its full complement of RMOs employed
2. **Rest** – the RMO on night duty should have at least four consecutive hours of uninterrupted rest/sleep in more than half the consecutive night shifts, being:
    a. periods of time uninterrupted by phone calls or clinical duties
    b. the opportunity to rest during these periods, including ideally access to a bed in a private, non-clinical space
3. **Monitoring Rest** – RMO rest periods can be monitored by the following
    a. Recording rest opportunities
    b. Recording and monitoring periods free of clinical tasks and phone calls
4. **Monitoring Workload** - the work of the RMO on night duty should be monitored, including through:
    a. Discussion between RMOs and on call SMO at handover time at the start of the night shift to quantify workload
    b. Recording and monitoring clinical handovers at the start of the night duty
    c. Agreeing SMO-led management strategies for referrals at time of handover
    d. Recording rest opportunities
    e. Monitoring of calls made to the RMO on night duty
    f. RMO reporting inappropriate calls/referrals during the night shift for SMO and/or service review

g. Monitoring departure time of RMO from the hospital to ensure night RMO leaves the hospital within an hour of shift completion

Where these expectations are not met, then plans should be put in place to address these. While roster change – to comply with the maximum four consecutive nights – may ultimately be the solution, the service (including RMOs and SMOs) may also consider changes such as:

- Explicit thresholding of referrals to the RMO on nights
- Triaging of cases through another clinical specialist (e.g., Night Duty Nurse Manager) limiting referrals to the night RMO only where appropriate
- Changes to admission processes/protocols

APPENDIX 5: Non-Health NZ Provider Based Attachments/Runs.

The parties acknowledge that training arrangements may be required or developed where an RMO undertakes a run or other 'attachment' in a workplace of a non-Health NZ service provider (the provider), while remaining a Health NZ employee. Currently the main example of such arrangements are Community-Based Attachments required by the Medical Council of New Zealand as part of general registration.

Where such arrangements are in place, the District will document the expectations between the Employer and the provider in a Memorandum of Understanding (MoU) covering at least the following matters:

- Accreditation and supervision of prevocational medical education delivery
- Other such placements could require working in non-HNZ settings (including but not limited to: GP or private hospital settings) for training opportunities.
- Responsibility for health and safety obligations including, but not limited to:
    - Maintaining a safe working environment for the RMO consistent with statutory obligations under the Health and Safety at Work Act 2015
    - Reporting of health and safety events affecting the RMO
    - Co-operation with the District on the management of health and safety risks and policy
- Provision of suitable facilities and equipment to enable the RMO to see patients
- Authority and responsibility of the provider for matters of patient care, conduct of the provider's employees and contractors in relation to the RMO
- Maintaining compliance with the provisions of this CA that are relevant to the organisation and delivery of care in the provider's particular setting
- Operational arrangements to ensure that the RMO receives statutory meal and rest breaks or appropriate compensation
- The District point of contact for the RMO on pastoral and/or administrative matters related to the attachment.

A copy of this MoU shall be provided to the RMO and to STONZ. Any matters that the District or provider consider are commercial in confidence may be deleted.

If such arrangements are not in place that cover any or all of these matters, the district will use best endeavours to put them in place during the term of this CA.

Where there is a proposal to substantively change the MoU, the Employer will consult with STONZ.

APPENDIX 6: Best Practice Guidelines - Parental Leave.

Both parties acknowledge the importance of Parental Leave and ensuring that RMOs feel well supported to take parental leave and that they are provided with the appropriate information and guidance to take leave and also their transition back into the workplace following time away.

Both parties also acknowledge that there are unique challenges in ensuring RMOs are supported appropriately on their return due to the way they work. Parties recognise the importance that properly supporting RMOs through their return to work is vital in ensuring that RMOs continue to progress through training.

The below outlines the best practice guidelines & principles that both parties have agreed should underpin the basis for any communications and decision making in regard to parental leave.

Before going on leave

RMOs are required to provide 3-months' notice of leave required for parental leave. Once a District is
notified of the leave application, any process should include:

- Providing RMOs with a link to the appropriate IRD forms & advising them of the process in order to claim the statutory payments
- Notice of the ability to reduce hours prior to going on leave if required and the potential associated salary impact
- Provide the RMO with a copy of the Employer's Policy for parental leave & breast-feeding policies
- Discuss keeping in touch days (if applicable) and the ability to access work emails etc while on leave

During Parental leave

- RMO/District to facilitate conversation at least 3-months prior to returning to work including, but not limited to:
    - Confirming RMOs return date
    - RMOs working arrangements – Is there any ability for part-time work or flexible working arrangements. If Part-time or flexible arrangements have been requested, Districts need to ensure that every effort is made to facilitate the request
    - Provide information in regard to breast feeding facilities and support available
- Provide returning RMO with their Roster for when they return, within the required notice periods

NB: The Parties note that an RMO may not be returning to the same District, hospital, service, or position from which they commenced leave. The returning RMO will inform the new District if they are returning from a period of parental leave (no less than 2 months prior to start date). In applying the above guidance in such circumstances, the relevant Districts, hospitals or services should ensure they liaise with one another in respect of the individual RMO's Parental Leave.

Following Parental Leave

- Where requested, the RMO should not be rostered for any long days, weekends, nights or on-call in their first month after returning from parental leave.
- The employing Districts are responsible for ensuring that any RMO who wishes to continue their breast-feeding journey on their return to work are strongly supported to do so including;
    - Ensuring appropriate breaks are provided to an RMO who is breastfeeding and wishes to breastfeed during work
    - Districts should ensure private, accessible, and hygienic breastfeeding facilities accessible to clinical areas and with access to refrigeration facilities are provided. This provision should extend to facilities where RMOs work in a location outside of Health NZ | Te Whatu Ora establishments i.e. Those on CBA and private hospital attachments or equivalent.
    - If the above support cannot be provided, the District will work with the RMO to identify and agree on alternative arrangements. This may include, but is not limited to, partial or full reimbursement of a portable or wearable breast pump to enable RMOs to continue breastfeeding while working. The district has a responsibility to ensure RMOs are supported in balancing their clinical duties with their breastfeeding needs.

Attention is drawn to the Code of Employment Practice issued by the Minister of Labour (February 2010) outlining how employers can meet their statutory obligations under s.69Y of the Employment Relations Act to provide breastfeeding facilities and breaks as reflected in the above.

APPENDIX 7: Best Practice Guidelines - Home Based Assessments After Hours

For some mental health services, home-based assessments form an important part of the provision of care for mental health patients within the community. There are several benefits associated with home-based assessments including:

- Provision of care in a setting that reduces barriers preventing access and therefore reducing health inequities
- Provision of care in a setting that is patient/whanau centred and more familiar for the patient
- Preventing unnecessary visits to the hospital setting

It is however acknowledged that there can be a number of risks associated for trainees/registrars who are providing home-based assessments for mental health patients. The risk is increased when the visits are made after-hours.

For services that include home-based assessments as part of the broader service model of care, the following best practice guidelines have been developed. Services are encouraged to utilise these guidelines to support development of documents that are relevant for use at a local level. It is acknowledged that documents may vary based on a range of factors including service model of care, skill mix of mental health team, geography, population demographics and number of FTE rostered at various points of the day.

1. As part of the Health and Safety at Work Act 2015, risks to health and safety must be eliminated so far as is reasonably practicable. If a risk can't be eliminated, it must be minimised so far as is reasonably practicable. Mental health services are therefore required to ensure policies are in place for workers in the community including those who undertake home assessments/home visits. Services are encouraged to develop a document outlining where to find policies and procedures and key points regarding application to ensure these are readily available for Registrars. The policy and/or procedure documents will at a minimum include the following elements:
    - Roles and responsibilities of different members within the team
    - Risk assessment before attending home-based assessments including consideration of acute (immediate), chronic or catastrophic risks.
    - Safety considerations to be taken into account when completing a risk assessment including:
        - Any chemical or environmental risks
        - Any physical risks including violent/potentially violent situations, residences with any known firearms, or residences with threatening dogs/animals
        - Any ergonomic risks including fatigue with particular emphasis on driving at night and at the end of a long day
        - Any psychosocial risks including stress factors
    - Control measures put in place by the mental health services to eliminate risk (where reasonably and practicably possible), or to minimise risk to support workers' safety. This may include a single control measure or a combination of different controls such as substitution with a lower risk or safer alternative, isolation of hazards, or use of engineered control measured such as duress alarms.

- Administrative control measures put in place to further minimise risk including:
  - Training required prior to undertaking home-based assessments
  - Process to ensure others are aware of movements and any requirements on check-ins before and after the home-based assessment
  - Process for reporting of incidents and/or near misses to the mental health service
  - Provision of organisational structure, roles and responsibilities with information on communication links/support in place to help lone workers if they need assistance
  - Courses to take in an emergent situation including escalation processes where an RMO may not feel safe undertaking a home-based assessment or needs to remove themselves from an unsafe situation
  - Any additional precautions for first assessments of patients not known to the service
  - Any additional precautions for completion of assessments after hours
- Any requirements for use of personal protective equipment (PPE)

2. Mental Health services should ensure there is an escalation process in place that Registrars can follow if there is an instance where an RMO may feel unsafe in attending a home-based assessment. Service should ensure all Registrars are familiar with the escalation process in place.

3. Mental health services should provide clear criteria relevant at a local level that outlines when an out-of-hours home-based assessment should be undertaken. Decisions should be based on a number of factors including staff safety, acuity, and patient need.

4. For home-based assessments after-hours, it is recommended that Registrars will always be accompanied by at least one other appropriately qualified and experienced mental health clinician or other support worker with appropriate skills. Where there are concerns about potential risk to staff these should be conducted only with police present.

5. As part of the orientation process for new staff, services will ensure Registrars are:
   - Provided with appropriate training and induction to any safety processes and procedures
   - Aware of the resources available (including policies, procedures, and escalation pathways) and where these can be accessed
   - Aware of the designated escalation pathways if the Registrar has reason to believe that there is a safety risk due to immediate or imminent exposure to a hazard.

APPENDIX 8: Chronic Cross-Cover situations

The parties acknowledge that cross-cover is a legitimate mechanism to cover situations where there is a short notice, unexpected gap in the roster during normal hours (Monday to Friday, 7:00am – 5:30pm) such as due to sickness or other unplanned leave.

STONZ members are concerned about the use of cross cover in chronic situations where there are ongoing vacancies in the roster for weeks or longer. One concern is that cost may be a driver for the use of cross-cover rather than exploring alternative solutions.

Further, STONZ members consider chronic cross-cover is a growing issue with the current shortages of RMOs and STONZ members are feeling growing unsustainable pressure in these situations. Often this is when there is one or more vacancies in the roster for an entire run.

Where an identified chronic cross-cover situation is occurring, the service must investigate other solutions and ways to recognise the remaining RMOs working on the Roster when an ongoing vacancy exists. This could include options such as:

- Increasing the salary category for a set period of time while there is a vacant position.
- The salary of the vacant position is split between those that are covering.
- Service to reduce their service provision to allow for remaining RMOs to continue to work and train without a sustained increase in workload.
- Using the roster review framework for a long-term absence, to come up with an agreeable temporary roster. This would also need to include a salary review for the additional work. This may mean agreeing to a non-compliant roster for a period of time but could still be preferable to the RMOs working in the service.

Where such alternate arrangements are agreed this would be in lieu of receiving the daily cross-cover payment (although cross cover may still apply for short-notice rosters gaps).

Where there are chronic cross cover situations driven by long-term vacancies, services should communicate to the RMOs the steps being undertaken to fill the vacancy.

Alternate options agreed to respond to a chronic cross cover situation will cease at the point at which the vacancy(ies) that gave rise to it is (are) filled.