

DHB Claims for RMO MECA Bargaining 2018

Clause 1.2.1 – delete reference to Final Year Student.

Consequential deletion of definition in clause 2

Consequential deletion and reserving of clause 8.4

Clause 2

Amend definition of cross-cover as follows:

“Cross Cover” is where an RMO covers the rostered duties of another RMO who is absent between ~~0800~~ 0730 and ~~1700~~ 1730 hours Monday to Friday.

Consider changing “House Surgeon” definition to “House Officer” and standardise term throughout the document

Amend definition of locum as follows:

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

- Reimbursement of annual practising certificate employment related expenses under clause 28, unless agreed otherwise by the DHB
- Reimbursement of costs of training
- The provisions of clause 15.5

Delete definitions “Hospital and Health Service” – DHB suggested amendments remove reference to these organisations in favour of more general reference to “DHBs (or their predecessor organisations)” – DHBs have been in place for 18 years so would not expect there to be any RMO in the system who would be affected

Delete definitions of “One in One” and “One in Two” rosters as these terms aren’t used in the MECA

Clause 6

Replace 6.6 with the following

Regional training programmes may be developed that involve an RMO rotating between hospitals and/or between DHBs or other employers. The rotations will be advised in accordance with clause 6.1 and agreed between the DHB(s) and the individual RMO. Offer and acceptance 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).

Clause 7

Clause 7.3 – amend as follows:

7.3 Given the importance of education and training for RMOs in so far as it is within the control of the party(s) there will be no change to the manner in which these services are provided unless agreed between the parties ~~and set out in this agreement~~. Such agreement shall not be unreasonably withheld. Agreement shall not be required for changes which are a consequence of changes to the delivery of services.

Delete clause 7.4 with consequential renumbering of following clauses

Clause 8

Clause 8.1.2 – amend as follows:

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

b) _____ For runs to which ~~the above paragraph 8.1.2(a)~~ does not apply, any Ordinary Hours which are not rostered shall be counted as hours worked (up to a maximum of 8 Ordinary Hours per day) when determining the category for the run, except that no hours shall be counted for days that are completely free from rostered duties.

It is acknowledged that this change may reduce the salary category of some runs (noting for Registrars this may not result in a drop in salary) even when offset against the removal of RDO deductions for Schedule 10 rosters. The DHBs remain willing to discuss what transitional protections may be included to manage where this occurs, including timing of the implementation of the change.

Amend reference in clause 8.1.4 to “8.1.2 (a)”

Delete clause 8.1.5 (noting first sentence has been picked up in new proposed 8.1.2(a))

Clause 8.2 and 8.3

Increase to printed rates of:

- 2% with effect from the first Monday after date of settlement; and
- 2% with effect from the first Monday 12 months after the date of settlement

Clause 8.4 – delete and reserve

Query whether clause 8.8 is operative, if not then delete

Delete clause 8.11

Clause 10.9 - Change format for expressing run category as follows:

- a) average rostered hours per week
- b) average unrostered hours per week
- c) where applicable, average unworked ordinary hours counted under 8.1.2(b) per week

Clause 10.12 – Amend as follows

10.12 Changes to run descriptions.

10.12.1 Principles around change

The parties agree to progress change consistent with the over-arching principles set out in Schedule 9.

10.12.2 Change process

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

The proposal shall include a timeline for discussion and consultation on the proposal with RMOs affected by the change. A reasonable timeframe for the completion of consultation process would be within two months and should avoid the November/December changeover period wherever possible.

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. 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.

10.12.3 Decision Making

Following the completion of the change process, Run descriptions shall not be changed without the agreement of two thirds (66.67%) unless there is disagreement by more than one third (33.33%) of the RMO(s) concerned. For the purposes of this clause, "RMOs concerned" are those whom the change affects at the time it is implemented. Following agreement to the change, a copy of the new Run Description incorporating the change shall be provided to the RMOs concerned and the NZRDA.

10.12.4 Escalation

The principle is that the resolution of any disagreement around a change proposal should be resolved as close to the affected service as possible and as quickly as possible. If a consensus can't be reached through the change process, the DHB and the RMOs affected may agree to trial a 'best fit' change proposal for a defined period where this is practicable. If a trial is not agreed, then the proposal shall be escalated to appropriate DHB senior management and the NZRDA for further discussion and engagement.

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

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

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

10.12.5 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 the NZRDA

Delete clause 10.13

Clause 12 – Delete and reserve clause, move wording as amended below to new clause 8.1.1 (NB double underlined wording is retained from the existing MECA)

8.1.1 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 10.9 – 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 8.1.1(b) must be scheduled within six months. The provisions of 8.1.1(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 NZRDA.
 - (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 NZRDA receive copies.
 - (iii) Sufficient time between notification and commencement of review must be allowed for NZRDA to provide advice to the RMOs regarding the run review.

- (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 NZRDA for resolution. If this is unsuccessful the matter shall be an employment relations problem as that term is defined in clause 40 and shall be resolved in accordance with that clause. 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 8.1.1(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 8.1.1(b) may be initiated no more frequently than every three months.

Clause 13 - Add the following preamble to clause

The parties acknowledge the importance of the organisation of work:

- (a) in managing the personal and professional risks to RMOs from fatigue and supporting work-life balance,
- (b) in ensuring RMOs have the opportunities to complete their vocational training within the generally accepted timeframes, and
- (c) in delivering care to patients and communities as part of a medical and broader clinical team.

Clause 13.2 - Amend as follows to incorporate the hours of work provisions of Schedule 4 (NB double underlined wording is retained from the existing MECA):

13.2 ~~For RMOs employed whole time in accident and emergency departments~~The following limits on hours of work shall apply to ED and ICUs (NOTE:For the purpose of clarification clause 13.4.4 and 13.4.5 shall also apply): -

13.2.1 In urban DHB EDs or, where agreed between the service and the affected RMOs in accordance with clause 10.12, non-urban DHB EDs the following shall apply:

- (a) On duty hours shall not exceed an average of 50 per week over a four week period and no more than 60 hours worked in any seven days.
- (b) No more than 5 consecutive days shall be worked in a row, except that in the case of night shifts there shall be no more than 4 consecutive shifts in a row.
- (c) Employees shall have 2 consecutive days off in every seven days.
- (d) No employee shall be required to work for a continuous period exceeding 10 hours inclusive of meal breaks.
- (e) Employees shall receive a minimum break of 11 hours between periods on duty

(replacing clause 13.7.1).

- f) Employees shall, after working a period of consecutive night shifts, have a period free of duty comprising the balance of the calendar day upon which they ceased the last night duty plus a further 2 calendar days.
- g) Employees shall have an average of 50% of weekends off duty over any two month period provided that no more than 3 weekends may be rostered in a row (replacing Clause 13.5.1).

13.2.2 In EDs not covered by the above clause:

- (a) The average on duty hours for an RMO so employed shall not exceed 50 per week over a four week period and in any one week the on-duty hours shall not exceed 60.
- (b) No RMO so employed shall be rostered for a continuous period exceeding 10 hours inclusive of meal breaks.
- (c) An RMO so employed shall receive a minimum break of nine consecutive hours between periods on duty

13.2.3 In urban DHBs ICUs or, where agreed between the service and the affected RMOs in accordance with clause 10.12, non-urban DHBs ICUs or equivalent, the following shall apply:

- (a) The average on duty hours shall not exceed an average of 50 per week over a four week period and no more than 60 hours worked in any seven days.
- (b) No more than 5 consecutive days shall be worked in worked in a row, except that in the case of night shifts there shall be no more than 4 consecutive shifts in a row.
- (c) 2 consecutive days off in every seven days.
- (d) Employees shall receive a minimum break of 10 hours between periods on duty (replacing 13.7.1).
- (e) Employees shall, after working a period of consecutive night shifts, have a period free of duty comprising the balance of the day upon which they ceased the last night duty plus a further 2 calendar days.
- (f) Employees shall have an average of 50% of weekends off duty over any two month period provided that no more than 3 weekends may be rostered in a row (replacing Clause 13.5.1).

13.2.4 Unless agreed to the contrary between the service and the affected RMOs in accordance with clause 10.12, employees working in ED or ICU shall not have more than 30% of their duties allocated as night shifts.

Clause 13.3 - Delete clause as now incorporated as 13.2.4

Clause 13.4.3 - Amend as follows:

13.4.3 If, during the term of the Agreement, If requested by the employing a District Health Board, seeks to introduce a combined period of "on call" and "on duty" may that exceeds 16 consecutive hours this may be done by agreement between the employing District Health Board and the affected RMOs in accordance with clause 10.12NZRDA provided that in considering such an extension priority shall be given to the adequacy of sleep and rest available to the Employee(s) concerned.

Agreement to such extensions shall not be unreasonably withheld.

Clause 13.4.4 - Amend as follows:

13.4.4 Periods of normal rostered duty shall be continuous and unless otherwise set out in the run description ~~with the prior agreement of the employing District Health Board and the NZRDA~~ shall not be less than eight hours. Where the period of normal rostered duty is less than eight hours, the expected average rostered hours for the purposes of clause 8.1.1(a)(ii), will be calculated on the basis of the normal rostered duty.

Clause 13.4.5 - Amend as follows:

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

Clause 13.6 - Amend as follows:

13.6 **Shift work rostering**

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

- (a) night shifts only, or
- (b) full time in accident and emergency, intensive care, or
- (c) in other cases only by agreement with the affected RMOs in accordance with clause 10.12 NZRDA.

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

13.6.2 Unless otherwise set out in the run description ~~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 n~~

13.6.3 No employee shall be required to change shifts (e.g. moving from day shift to night shift) more than once per week.

13.6.4 Shift arrangements reflected in run descriptions in place at the settlement of this Agreement shall be deemed to meet the requirements of the clause.

Clause 13.7 – Amend as follows:

13.7 **Minimum break between spells of duty**

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

13.7.2 Periods of qualifying duty for the purposes of this clause are ~~Periods of full shift or more~~ include:

- (a) Periods of normal rostered work ~~Any rostered duty (and including any continuous period of time worked beyond the rostered shift end);~~ or
- (b) Periods of overtime that are continuous with a period of normal rostered work ~~Any shift worked as an additional duty;~~ or

~~(c) Full shifts of overtime/call back duty~~ A call back duty of at least eight continuous hours.

13.7.3 If a break of at least eight continuous hours cannot be provided between periods of qualifying duty a penalty payment of ~~\$146.00~~ **\$160.00** on each such occasion which shall be paid to the employee concerned.

13.7.4 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 isn't provided the penalty in 13.7.3 shall be paid.

13.7.5 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.

13.7.6 Alternate arrangements may be agreed between the individual RMO and the DHB in lieu of the penalty in 13.7.3 to ensure the employee has sufficient recovery time, including a late start or an early finish (with no loss of ordinary pay).

Delete note under clause 13.8 – Parties agreed in the first RMO (2002-2004) to develop and introduce appropriate rostering protocols, MECA already provides guidelines (schedules 7, 10 and 11) and process for this.

Clause 14 – Amend as follows

14.0 ON CALL AND CALL BACK

14.1 Where an employee is rostered on call during normal off duty hours, an on call allowance of ~~\$4.00~~ \$8.00 per hour shall be paid in addition to other remuneration. Where an employee is rostered on call on a Public Holiday the rate shall be \$10.00 per hour.

14.2 When an employee has completed a day's work and has left the place of employment and is called back to work, all hours worked, including travelling time from the place at which the employee receives that call or home (whichever is the lesser) to the work place and return will be paid at additional duties rates as provided in clause 11 ~~unless otherwise provided in Schedule 4.~~

14.32 ~~Call-backs shall be calculated at 4 hours minimum per call-back, to a maximum of 8 hours in any 8 hour period~~ paid for a minimum of three hours, or for actual working and travelling time, whichever is the greater, except that call-backs commencing and finishing within the minimum period covered by an earlier call-back shall not be paid for. Where a call-back commences before and continues beyond the end of a minimum period for a previous call-back, payment shall be made as if the employee had worked continuously from the beginning of the previous call-back, to the end of the later call-back.

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

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

14.5 Where an employee is requested by the employer to undertake an additional period of on call to cover for an absent colleague on leave or where there is a vacancy on the roster, and except if there is an agreed "RMO initiated swap", the allowance payable for the associated

hours on call shall be \$25.00 per hour in place of the amount specified in clause 14.4.1
(~~This clause shall take effect from 13 February 2017~~).

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

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

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

14.7 **Provided** further that:

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

14.7.2 Where employees are required to use their own cars for the purposes of work, the employing District Health Board shall pay ~~a private motor vehicle~~ the mileage allowance as set out in clause 28.8 at a rate and subject to conditions approved by the employer.

Balance of clause remains

Delete Note under 14.8.4

Clause 16.3 – Amend as follows:

16.3 Cover for leave may be provided:

16.3.1 By relievers.

16.3.2 By payment of additional duties -

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

(b) Where an additional rostered period of call is worked the provisions of Clause ~~14.14~~ will apply ~~in respect of actual hours worked, subject to the provisions of Clause 14.~~

16.3.3 By temporary (fixed-term) employment agreements in accordance with Clause [5.4].

16.3.4 By cross cover in accordance with Clause 17.

16.3.5 By an alternate, appropriately qualified and experienced, non-RMO employee.

Move clause 16.4 to Annual Leave as new clause 20.4

Delete clause 16.5 consistent with expression of annual leave entitlement in weeks rather than days. To discuss applicability in context of other leave types.

Clause 17 – Amend as follows:

17.0 CROSS COVER

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

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

patients.

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

Where as a result of an employee providing cross cover, the individual RMO agree that s/he undertakes an increased workload s/he ~~he/she~~ shall be paid \$150 **\$165** per day/shift in recognition ~~of the increased workload~~. If cover is provided by more than one employee then the payment is shared among those employees providing cover. The additional duties provisions (clause 11) do not apply in a cross cover situation.

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

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

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

Clause 18.4.4 – Amend as follows:

18.4.4 Off duty day for RMOs on a rostered rotating shift pattern

Except where the provisions of 18.4.1 above apply, if a public holiday, ~~other than Waitangi Day and ANZAC Day~~, falls on a rostered Employee's off duty day (such off duty day not being a Saturday or a Sunday) the Employee shall be granted an additional day's leave at a later date convenient to the Employer. 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 8.1.2(a).

Clause 20.1 – Amend as follows:

20.1 **Entitlement**

Employees shall be granted ~~30 days in leave of absence on full pay~~ six weeks' annual leave in respect of each leave year to be paid in accordance with the Holidays Act 2003.

Clause 20.2.5 – Amend as follows:

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

Delete clause 20.2.6

Clause 21.2 – Amend as follows:

21.1.2 The length of service for the purposes of the said schedule means the aggregate period of service, whether continuous or intermittent, in the employment of ~~an Area Health Board, a Crown Health Enterprise, a Hospital and Health Service,~~ a District Health Board (or its predecessor), ~~a Hospital Board,~~ the General Practice Training programme, as Community

Medicine Registrars or a New Zealand University. ~~Any employee engaged on or before 1 November 1992 shall have their service for sick leave purposes protected.~~

Clause 23.1.2 – Amend as follows:

23.1.1 Leave of up to 12 months is to be granted to employees with at least one year's service at the time of commencing leave. For the purpose of this clause, service means the aggregate period of service, whether continuous or intermittent, in DHB employment.

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

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

Delete bullets under clause 27.1

Clause 28.7 – Amend as follows:

28.7 The employing District Health Board shall provide professional indemnity insurance for RMOs employed under the Agreement. ~~on a basis agreeable between the parties from time to time. Where a DHB intends to change the basis on which this insurance is provided, it will consult with the NZRDA.~~

Clause 28.8 – Amend as follows:

28.8 Where Employees are required to use their own cars for the purposes of work, they shall be reimbursed by the employer in accordance with the IRD mileage rates ~~employer shall pay a private motor vehicle mileage allowance at a 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.

Clauses 29-35

Amendments to tidy up and modernise the transfer and removal provisions of the MECA.

Discussed at the table; updated wording with DHB responses to NZRDA suggestions are included as Appendix 1.

Clause 38 – Amend as follows:

38.0 PERSONAL INFORMATION

No information contained in employees' personnel files shall be disclosed in whole or in part to external parties without the individual employee's written consent, except in accordance with requests from the NZRDA as their duly authorised representatives /agents or in accordance with statute. The employee shall have the right of access to their personal file and any other personal information without any unnecessary delay. For clarity, nothing in clause precludes the exchange of information between employer parties that is necessary for the administration of this Agreement.

Clause 42 – Amend the second paragraph of as follows

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

Delete "During the term of this agreement" from Clause 45.4

E&OE

Clause 46 – Term of new collective agreement to be 24 months from date of settlement

Amend Schedule One as follows:

- Add “Except in relation to clause 13.2” immediately after Note
- Delete provision relating to Waikato DHB.
- Delete Bay of Plenty clause 1
- Delete Tairāwhiti clause 2
- Discuss buy-out of separate cross-cover arrangements Bay of Plenty and Nelson-Marlborough DHBs

Delete and Reserve Schedule Four – query placement of transport duty wording

Schedule 12 – Discuss what sections are still relevant; delete non relevant sections.

In light of statements by the NZRDA around the contractual limits on the deployment of relievers, the DHBs reserve their position on claims to amend the relevant provisions of the MECA.

Schedule Ten Safer Rosters

Rosters must comply with the following rostering rules on completion of this process i.e. the 2/3rds agreement provision cannot be used to prevent compliance with schedule 10.

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

The parties are seeking to improve non-shift rosters for those resident doctors on duty covering acute services 24/7, as a result of the fatigue and subsequent ~~consequences~~ risks to the doctor's health and safety and ~~through them their~~ consequently on the safe delivery of care to patients.

The two critical areas of concern are the current rostering practices of:

1. 12 consecutive days, and
2. 7 consecutive night shifts.

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

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

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

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

The DHBs will take urgent steps to appoint the number of additional staff required to implement rosters. Given the increasing output from NZ medical schools and the provisions of clause 5.4,

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

temporary employment agreements can be used for this purpose for non NZ Medical School graduates.

Principles around change

The parties agree to progress change consistent with the over-arching principles set out in Schedule 9.

Change process

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

The proposal shall include a timeline for discussion and consultation on the proposal with RMOs affected by the change. A reasonable timeframe for the completion of consultation process would be within two months and should avoid the November/December changeover period wherever possible.

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. 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.

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

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

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

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

Limits on Consecutive Night Shifts and Minimum Recovery Time:

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

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

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

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

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

Limit of Consecutive days worked:

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

For each weekend day worked, the RMO shall have a weekday rostered off (RDO) in that fortnight. Except that RDOs do not need to be rostered where the employee will already be working no more than 10 days in the fortnight including, for example, where the RMO is working part-time.

RDOs should be rostered to:

- a. ensure appropriate recuperative opportunities for the individual RMO
- b. ensure progression through training is maintained and loss of access to educational opportunities is minimised
- c. ensure the medical team structures are maintained to support patient safety

Where, for whatever reason, the RMO does not work their rostered weekend duty then the service may require the RMO to work a normal duty on the day(s) that was otherwise provided as a RDO(s) in compensation for that weekend duty(ies) not worked. The service shall advise the RMO as soon as possible where they are required to work on what was otherwise rostered as an RDO.

as follows:-

- ~~a. Unless agreed to the contrary, these weekday RDO(s) must be attached to a weekend RDO(s);~~
- ~~b. Where attaching RDOs to a weekend RDO is not possible, 2 consecutive RDOs may fall during the week.~~

The limits on weekends in clause 13 or Schedule 1 apply to Schedule 10 rosters, however ~~c~~Consecutive weekends may be ~~worked~~ rostered as follows:

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

weeks (8 by agreement between the service and the affected RMOs). The remaining 7 (6) weekends must be completely free from duties.

An alternative rostering pattern that limits the number of days worked in any 14 day period to 10 days and allows for 4 days off that are meaningful and recuperative for the employees may be implemented by agreement between the service and the affected RMOs parties.

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

<Deduction wording and rates table deleted with effect from date of remuneration change in 8.1.2(b)>

Opting Out for Registrar Rosters

The service and affected Registrars on a listed roster may agree to opt-out of the requirements of Schedule 10. Opting out is effected by written agreement of the service and two-thirds of Registrars who are employed on the roster. The consequence of opting out is that the specific roster must meet the standard requirements in the body of the MECA.

In agreeing to an opt-out of Schedule 10, the service and affected Registrars must confirm that any fatigue risks associated with the new roster arrangements are manageable and/or there are sufficient mitigations in place or able to be put in place to support safe working and delivery of care.

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

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

29.2 Travelling Expenses

The cost of actual and reasonable fares for travelling:

- (a) To the new location at the beginning of the attachment, and return at the end of it;
- (b) To return to the base location for approved training courses during the attachment to the peripheral hospital, provided a refund of travelling costs for this purpose is limited to an average of not more than once a month; and
- (c) Where it is planned at the outset that the period of attachment is to be for more than three months, the cost of actual and reasonable fares for an Employee's family to move to the new location should also be met. If in these circumstances the Employee's own car is used ~~a private car allowance on transfer rates~~ the mileage rate in clause 28.8 is to be paid.

29.3 Removal Expenses

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

- (a) Where it is planned at the outset that the period of attachment is to be for more than three months and furnished District Health Board accommodation at the receiving hospital cannot be provided, an Employee with a family shall be refunded the reasonable cost of the removal of furniture and essential effects to the new location. In these circumstances a refund of up to one week's accommodation expenses for the Employee and family may be granted if necessary. The accommodation expenses for that adult concerned are not to exceed the travelling allowance rate specified in this Agreement.
- (b) If furnished District Health Board accommodation is provided but it is necessary for the Employee to transfer certain essential household items to the new location, then the reasonable cost of the removal of these items should be refunded.
- (c) Where the family returns to their former location at the end of the attachment, expenses shall be granted on the same basis and scale as specified above.

29.4 Duration of period of attachment

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

29.5 Family at former location

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

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

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

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

29.6 **Accommodation for employees without a family**

As a general rule Employees without a family are to be offered accommodation in the District Health Board's staff quarters at the normal rates. ~~In the remote possibility that~~ If no such accommodation is available Employees without a family are to be paid up to one week's accommodation expenses not exceeding the travelling allowance rate prescribed in ~~this Agreement clause 32~~.

29.7 **Responsibility for costs**

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

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

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

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

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

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

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

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

Expenses payable are:

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

- (c) half cost of removal of furniture and effects;
- (d) actual legal expenses of up to \$1,239 if an appointee has to shift the family to a new location and sells the house and buys one within 12 months of appointment.

31.0 TRANSFER EXPENSES

The employing District Health Board to which the medical officer is transferred is to meet the costs of the relevant expenses and allowances as provided below. ~~These entitlement shall be administered in accordance with that DHB's policies and procedures.~~

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

- (a) they are appoint to their first Registrar position from a House Officer or Senior House Officer position
- (b) they are first accepted into a vocational training programme and appointed to a college recognised training post
- (c) as a Registrar, they are

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

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

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

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

31.2 Definitions

31.2.1 In determining expenses payable to Employees on transfer or new appointees in the context of transfer expenses:-

- (a) a family is defined as follows:
 - i. All children up to the age of 16 years and all children between the ages of 16 and 18 years in respect of whom the Family Benefit is payable who are a dependent of the Employee;
 - ii. A partner (provided that no transfer expenses are being paid from another source);
 - iii. All other persons for whom the Employee can be shown to be financially responsible, either for legal or moral reasons, provided that any income they receive is in total, less than the Adult Minimum Wage as set by the Minimum Wage Act;
 - iv. Special consideration will be given by the Employer to any cases where an Employee can show that a person living with the Employee in the old location and moving with the Employee to the new location is in some way in need of the said Employee's shelter and support and should thus be considered to be

a member of the family for the purposes of transfer provisions despite the fact that their income exceeds the stated figure;

(b) 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

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

31.3 Removal of furniture and effects

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

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

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

31.4 Travel Expenses

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

31.5 Board and lodging for an employee with a family

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

<u>Period of time</u>	<u>Reimbursement</u>
<u>First two weeks</u>	<u>Actual & reasonable accommodation costs; and</u> <u>\$54.50 per 24 hour period for meals; and</u> <u>Incidentals allowance of \$7.25 per day</u>

<u>Third & fourth weeks</u>	<u>Actual & reasonable accommodation costs; and</u> <u>\$40.91 per 24 hour period for meals; and</u> <u>Incidentals allowance of \$7.25 per day</u>
<u>Second month</u>	<u>Two-thirds of the amount reimbursed in the fourth week</u>
<u>Third to sixth months</u>	<u>One-third of the amount reimbursed in the fourth week</u>

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

31.6 Accommodation allowance for employees without a family

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

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

31.7 Expenses arising from buying and selling homes and land

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

<u>Property</u>	<u>RMO sells only</u>	<u>RMO sells and buys</u>
<u>Undeveloped land / section at former location</u>	<u>Reimbursement of actual expenses of:</u> <ul style="list-style-type: none"> • <u>up to \$1,918 Real Estate Agent's Commission; and</u> • <u>up to \$471 in legal fees</u> 	<u>Reimbursement of actual expenses of up to a maximum of \$3,633 for the sale and purchase</u>
<u>House they were living in at former location</u>	<u>Reimbursement of actual expenses of:</u> <ul style="list-style-type: none"> • <u>up to \$899 in legal fees; and</u> • <u>up to \$6.078 Real Estate Agent's Commission or</u> 	<u>Reimbursement of actual aggregated legal and Real Estate Agent's commission expenses of up to a maximum of \$10,816</u>

	<ul style="list-style-type: none"> • <u>up to \$631 of advertising costs if the house is sold without the service of a Real Estate Agent (receipts must be produced)</u> 	
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- ~~aggregated maximum for purchase and sale of land: actual expenses up to \$3,633 ; or~~
- ~~if selling only: Estate Agents Commission actual expenses up to \$1,918 ; and~~
- ~~Legal fees: actual expenses up to \$471:~~

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

31.7.2 ~~When an Employee sells the house the Employee was occupying at the former location and buys a new house at the new location within two years of the date of transfer, actual aggregated legal and land agents expenses up to \$10,816 shall be refunded. E To qualify of 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.~~

31.7.3 ~~Legal expenses~~

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

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

31.7.4 ~~Land agent' s commission~~

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

31.7.35 **Penalty mortgage repayment charges**

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

31.8 Transfer Grant

31.8.1 When employees are transferred at the employer’s expense and are required to shift the household, a transfer grant of \$750 shall be paid as follows:

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

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

(d) ~~—~~

31.8.2 ~~\$263~~ For each child who is attending a secondary/intermediate school prior to the date of transfer, who attends another secondary or intermediate school after the transfer, and for whom a different uniform is required to be purchased because of change of schools, \$263 grant shall be paid.

32.0 TRAVELLING ALLOWANCE

32.1 Employees who are travelling for approved work-relate purposes may claim the following allowances/reimbursements: ~~may claim reimbursement of their accommodation costs on an actual and reasonable basis on the presentation of receipts.~~

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

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

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

- ~~• \$23.76 for periods up to 10 hours~~
- ~~• \$56.17 for periods over 10 hours~~

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

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

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

~~32.6 Employees must claim an actual and reasonable refund of their expenses where the accommodation tariff includes all or some meal costs (receipts will be required). The allowance for meals will not be paid.~~

~~32.7 Employees who claim an actual and reasonable refund for their expenses may also claim the Incidentals Allowance.~~

33.0 RELIEVING ALLOWANCE

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

<u>Expense</u>	<u>Where the employee is travelling and not staying privately</u>	<u>Where the employee is travelling and is staying privately</u>
<u>Accommodation</u>	<u>Reimbursement of costs on an actual and reasonable basis may be claimed (receipts required)</u>	<u>Up to \$31.12 per night (no receipts required)</u>
<u>Meals</u>	<u>\$42.14 per day (see cl.33.2)</u>	<u>\$21.06 per day or part day</u>
<u>Incidentals</u>	<u>\$7.25 per day or part of a day</u>	<u>\$7.25 per day or part of a day</u>

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

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

~~33.1.3 Employees may also claim the Incidentals Allowance.~~

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

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

34.0 RESERVEDSTAYING PRIVATELY

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

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

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

35.0 RESERVEDINCIDENTALS ALLOWANCE AND PRODUCTION OF RECEIPTS

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

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