

2018 MECA BARGAINING

protect & improve



25 October 2018

Dear Members,

The DHB team met with us 17 October to respond to our proposal based on what an acceptable deal would include from our perspective, now that they have spoken to their various stakeholders. Whilst they had taken some of the more minor clawbacks off the table their response still contained numerous reductions and changes that we advised would not be acceptable. We thought at this point we would describe what it is exactly that they want to remove or add to the MECA. We realise some of this is quite detailed and dry so feel free to ask any questions or seek clarification:-

- Locums to pay for all employment related expenses themselves
- RMOs can be directed to work at any hospital or DHB or other employer by agreement with the individual as opposed to the RDA. This would mean the Auckland scenario would apply to everyone.
- Removal of the second paragraph of clause 8.1.2. for days in which there are no rostered duties (e.g. rostered days off and sleep recovery days). For those of you who are unfamiliar with the manner in which a salary category is determined 8 hours a day Monday to Friday counts as worked. This is in effect our "penal rates" as we are not paid a higher rate when working nights, long days or weekends in the way others in the health sector are. This is the change where it is estimated that 10% of run categories will drop although we suspect this figure may be higher.
- Instead of 2/3s agreement being required before changing a run, 1/3 of the you will have to stand up and disagree. Effectively instead of being a positive process instead if you are unhappy about a proposed change you have to be identified as being opposed. This change is a recurring theme as you will see from the following bullet points. But even if you do disagree that doesn't mean the proposal doesn't go ahead, they are then wanting to trial the proposal or if a trial is not agreed then the matter gets escalated to senior management and the RDA and if that doesn't resolve the disagreement then the matter goes to mediation and all the while you are the RMO that has not agreed.
- Moving schedule 4 for both ICU and ED into the body of the agreement so that this now applies to all urban ED and ICU rosters or elsewhere if not disagreed to by 1/3 of the affected RMOs
- ED and ICU rosters can have more than 30% of their duties as nights unless this is disagreed to by 1/3 of the affected RMOs
- All of the limits on hours can now be breached unless 1/3 of the affected RMOs disagree
- Shift rosters can be introduced outside of ED and ICU unless 1/3 of the affected RMOs disagree
- Shift rosters can have more than 4 start times unless 1/3 of the affected RMOs disagree
- If a change to a roster or a new roster is proposed then the new run category is calculated by the DHB. If the RMOs disagree with the calculations then the DHB's estimated run category applies from the date the changed roster is implemented, a run review is carried out within 6 months and any increase is back dated to the date of the change.
- If either a DHB or RMOs believe that the run category is no longer correct for a particular run then they can trigger a run review. However a run review can now be less than 4 weeks or more than 6 weeks if the RMOs and the relevant department agree. The RMOs themselves must carry out the calculations of the timesheets. Once the DHB and the RMOs have carried out their calculations if the outcome is disputed then the matter goes to the DHBs HR department and the RDA to resolve however the dispute must be raised within 3 weeks of receiving the timesheets. If there is no response or dispute to a run review within the three week timeframe then it is the initiating party's calculations that are put into effect. If this process indicates an increase it will only be back dated to the date on which the review was initiated.

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- Annual leave to be stipulated in weeks rather than days
- When transferring from one DHB to another, unless transferring leave on is specified, untaken annual leave will be paid out
- The DHB can change the basis on which they provide indemnity insurance
- Any DHB specific provisions that currently apply to ED rosters to be removed including Waikato DHB's "3 weekends in 5 off duty"
- Claims on schedule 10 include:
 - the removal of all references of agreement being required by the RDA,
 - if a weekend day is not worked then the rostered day off is forfeited,
 - if you work part time you forfeit the rostered day off.
 - Weekday rostered days off no longer should be attached to an unrostered weekend and do not have to be consecutive so can be randomly spread out throughout the fortnight surrounding the worked weekend.

What their proposal also contains is (to be clear this is not an offer as such):

- If a run category drops as a result of the removal of clause 8.1.2 then they will pay an allowance to those RMOs affected by the drop to make up the difference in salary for the duration of the 2018/19 training year but then the categories will drop
- Lump sum payment of \$1600
- A salary increase of 2.5% from the first Monday after the date on which the contract is settled and a further 2.5% 12 months after that date.

We then queried where our claims had got to as it appeared there had been no movement on any of them other than mileage moving to the relevant IRD rate. Their response was that there may be more movement on these as part of a final package but at this stage they had no other advances in regard to our claims.

So where to from here? It became apparent that there is a wide gap between our positions in spite of all the bargaining so far. The DHB team does not seem to appreciate the role the NZRDA plays in representing its members and what the problem is with leaving everything to the members, in spite of us explaining the vulnerabilities and risks you encountered when faced with proposals or change. Therefore we are now moving to mediated bargaining, a trained and experienced mediator attends bargaining with us with an aim to reaching common ground. To be clear the mediator's role is not to determine who is right or wrong, their goal is only to achieve a settlement. We are currently looking at dates in November for this bargaining.

We want to thank all of you that have provided feedback, that have attended meetings throughout the country, who have engaged with delegates and/or the bargaining team or who have commented on Facebook. We plan to put more Facebook posts with some brief information around these claw backs in order to get as much information out as possible.

As always we really appreciate all your feedback and please continue to send it.