

Clause 31

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 Page 43 of 69 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.

Overview - Application

Clarification on specific sub clauses

Clause 31.1

There is a link between clause 31.1 and clause 6.7:

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

Clause 31.3(b)

Details on the travelling allowance set out at 31.3(b) can be found in clause 34 Travelling and Relieving Allowance of the Manual.

Overview

Clause 31 specifically relates to training away from a base hospital for a specified period. It is not to be confused with the transfer of trainees between districts as part of an Australasian College approved training programme e.g. the yearly rotation of SET trainees, please see clause 33 Transfer Expenses in the Manual.

This will apply to an RMO allocated to another hospital as part of a regional training programme. For example, an Auckland based registrar allocated to Northland district for a 6-month period by the regional Vocational Training Committee (VTC).

If an RMO is required to travel to another hospital within the same district (and remain employed by that district) clause 31.8 will apply. Provided that the hospital being travelled to is more than 55km away (by car, not “as-the-crow-flies”) from the base hospital.

It would not apply to junior registrars who may have to move to get more experience in different centres but are not obliged to do so by a district. In this instance refer to clause 33.1.

The 20 districts have an agreed standard operating procedure whereby the receiving district will reimburse the costs provided in clause 31.2. This is in accordance with clause 31.7.

Claims will be processed in accordance with the policies and procedures of that district. For example, ‘actual and reasonable’ will be determined as per the district’s policy. There may be some variation between districts so the RMO should check with the RMO Unit about the relevant policies and procedures of the district processing the claim. For example, there may be a limit to the ‘reasonable’ cost of a meal; some districts will have ‘preferred suppliers’ for removal companies and/or may require 3 quotes. Generally claims for alcohol will not be reimbursed.

Should it become necessary to extend an attachment that was originally expected to be less than 3 months then any provisions that normally apply would also be extended up to but not beyond 3 months. This would apply to the provisions in clause 31.0 with respect to expenses.

Where an RMO has to live apart from their family (who remains at the former location) they will be granted up to one week’s accommodation expenses not exceeding the travelling allowance rate specified in clause 34. The allowance is a contribution to the additional costs this will incur.

Transfer Expenses within District

As part of the Terms of Settlement for the 18 May 2023 variation to the STONZ CA the parties agreed there is a mutual interest in ensuring RMOs rotating to runs at smaller hospitals within a District are supported and that the transfer / travel provisions are flexibly operated to accommodate priorities / circumstances of individual RMOs (including their well-being) where possible and practicable. This could include, for instance, supporting the RMO commuting to the satellite hospital rather than using hospital-supplied accommodation where they are unable to relocate for the duration of the run.

This needs to be considered in the wider context of community and workforce / service needs and staffing issues for satellite hospitals, ensuring these are seen as attractive placements and there is positive engagement to support short- and long-term service workforce requirements.

Districts with runs at 'satellite' hospitals should work with RMOs allocated to these runs to support their individual priorities/circumstances (such as family responsibilities). This may include agreeing alternate arrangements to those set out in clause 31 where they may be difference ways to support the RMO working the allocation.

Frequently Asked Questions (FAQs)

1. When am I eligible for travel expenses to be refunded under clause 31 (as opposed to clause 32 or 33)?
 - Clause 31 applies when you are required to move away from your base hospital for a set period of time and will return after. Furthermore, the hospital you are moving to must be either
 - a) part of a different district or
 - b) part of the same district 55km away from your base hospital (by car).
 - Clause 33.0, rather than clause 31.0, will apply when an RMO transfers to a new district as per clause 33.1.
2. I am a House Officer at Waikato district currently working at Waikato Hospital. I have been allocated to Tokoroa Hospital for my next 3 month run rotation am I entitled to claim travel expenses under clause 31?
 - Yes you can claim expenses under clause 31. Tokoroa Hospital is in the same district but more than 55 km away (85.5km)
3. I am a trainee currently working at Canterbury district and have been allocated to Capital and Coast district for the next training year by the College. Do I claim transfer expenses under clause 31?
 - No, you are transfer as part of an approved training programme and should claim transfer expenses under clause 33 of the STONZ CA.

Scenarios

Scenario 1 – House Officer allocated away from base hospital for 3 months

A House Officer is employed at Waikato District, and they have been allocated to Tokoroa Hospital for the upcoming 3-month rotation. The House Officer has no family and there is no district accommodation available.

- The accommodation costs are \$140 per night for the purpose of illustrating the scenario

Below is a list of the RMOs expenses that they have incurred and what they are entitled to be reimbursed under clause 31.0

Expense	Expense Amount	Amount Reimbursed
Travel from Waikato Hospital to Tokoroa Hospital by private vehicle at the commencement of the rotation Actual and reasonable (petrol receipts)	\$60.00	\$60.00
Accommodation Actual and reasonable (receipts required) up to 1 week	\$140.00 p/night \$980.00	\$980.00
Travel from Tokoroa Hospital to Waikato Hospital by private vehicle at the end of the rotation (petrol receipts)	\$60.00	\$60.00

Scenario 2 – Returning to base hospital for training during allocation

A House Officer is employed at Waikato District, and they have been allocated to Tokoroa Hospital for the upcoming 3-month rotation. There is no district accommodation available for the RMO to stay in.

- They are returning to Waikato district for a training course part way through the 3 month period
- The House Officer has no family
- The accommodation costs are \$140 per night for the purpose of illustrating the scenario

Below is a list of the RMOs expenses that they have incurred and what they are entitled to be reimbursed under clause 31.0

Expense	Expense Amount	Amount Reimbursed
Travel from Waikato Hospital to Tokoroa Hospital by private vehicle at the commencement of the rotation Actual and reasonable (petrol receipts)	\$60.00	\$60.00
Accommodation Actual and reasonable (receipts required) up to 1 week	\$140.00 p/night \$980.00	\$980.00
Travel to Waikato Hospital from Tokoroa Hospital to attend a training course	\$60.00	Not reimbursed. RMO does not meet the eligibility criteria as per clause 31.2(c)

		These costs should be submitted under Clause 10 – Employment Related Expenses
Travel from Tokoroa Hospital to Waikato Hospital by private vehicle at the end of the rotation (petrol receipts)	\$60.00	\$60.00

Scenario 3 – Registrar allocated away from base hospital for 6 months

A Registrar is employed at Waikato District, and they have been allocated to Tokoroa Hospital for the upcoming 6-month rotation. There is no district accommodation available for the RMO to stay in.

- The Registrar is moving their family to the new location
- The accommodation costs are \$140 per night for the purpose of illustrating the scenario

Below is a list of the RMOs expenses that they have incurred and what they are entitled to be reimbursed under clause 31.0

Expense	Expense Amount	Amount Reimbursed
Travel from Waikato Hospital to Tokoroa Hospital by private vehicle at the commencement of the rotation for the Registrar and their family Mileage rate in clause 10.11 is to be paid	86km	To be calculated at the standard IRD mileage rate
Removal Expenses – Waikato Hospital to Tokoroa Hospital Reasonable cost of removal - as detailed in district policy	\$800.00	\$800.00 Reimbursed as per district policy
Accommodation Actual and reasonable (receipts required) up to 1 week	\$140.00 p/night \$980.00	\$980.00
Removal Expenses – Tokoroa Hospital to Waikato Hospital Reasonable cost of removal - as detailed in district policy	\$800.00	\$800.00 Reimbursed as per district policy
Travel from Tokoroa Hospital to Waikato Hospital by private vehicle at the end of the rotation for the Registrar and their family Mileage rate in clause 10.11 is to be paid	86km	To be calculated at the standard IRD mileage rate

Scenario 4 – Registrar allocated away from base hospital for 6 months

A Registrar is employed at Waikato District, and they have been allocated to Tokoroa Hospital for the upcoming 6 month rotation. There is no district accommodation available for the RMO to stay in.

- The Registrar is maintaining a family at former location
- The accommodation costs are \$140 per night for the purpose of illustrating the scenario

Below is a list of the RMOs expenses that they have incurred and what they are entitled to be reimbursed under clause 31.0

Expense	Expense Amount	Amount Reimbursed
Travel from Waikato Hospital to Tokoroa Hospital by private vehicle at the commencement of the rotation Actual and reasonable (petrol receipts)	\$60.00	\$60.00
Accommodation Actual and reasonable (receipts required) up to 1 week	\$140.00 p/night \$980.00	\$980.00
Boarding Allowance \$45 per/week	\$45 p/week \$1,170.00	\$1,170.00
Travel from Tokoroa Hospital to Waikato Hospital by private vehicle at the end of the rotation Actual and reasonable (petrol receipts)	\$60.00	\$60.00

Comparison STONZ and NZRDA CAs

There are no differences between the STONZ CA and NZRDA CA.