

# **COLLECTIVE EMPLOYMENT AGREEMENT**

**BETWEEN**



The Royal New Zealand  
College of General Practitioners

**The Royal New Zealand College of General  
Practitioners**

**AND**



**The New Zealand Resident Doctors'  
Association**

**8 June 2015 to 2 December 2016**

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## **RNZCGP and NZRDA**

### **COLLECTIVE AGREEMENT**

#### **1 Parties to the Agreement**

1.1 The parties to this Collective Agreement shall be:

1.1.1 The Royal New Zealand College of General Practitioners (“the College” or “the employer”), and

1.1.2 The New Zealand Resident Doctors’ Association (“NZRDA” or “the union”).

1.2 This collective agreement shall apply to medical practitioners employed by the College undergoing the General Practice Education Programme Year One and who are members of NZRDA.

#### **2 Definitions**

2.1 ATTACHMENT means the placement of a registrar in a teaching practice as an employee for the purposes of training.

2.2 COLLEGE means The Royal New Zealand College of General Practitioners.

2.3 “NZRDA” or “the RDA” means the New Zealand Resident Doctors’ Association

2.4 GPEP means the General Practice Education Programme as described in the Fellowship Pathway Regulations from 1 December 2012

2.5 GPEP Year 1 means the General Practice Education Programme Year 1.

2.6 MANAGER, LEARNING DELIVERY means the person employed by the College to lead the College’s education programme.

2.7 MEDICAL EDUCATOR means a general practitioner engaged by the College to deliver the programme in the regions.

2.8 NOMINAL BASE LOCATION means the city or town where the day release seminars are held.

2.9 PROGRAMME means General Practice Education Programme Year 1 as administered by the College.

2.10 PROGRAMME ADVISOR means a person employed by the College to assist with programme administration at regional level.

- 2.11 RURAL PRACTICE** means those teaching practices which are categorised as rural by the College. The Practices categorised by the College as rural during 2015 and 2016 are set out in the attached schedule 3. As agreed, the attached schedule will be reviewed by the College at the end of 2015 and the amended Schedule will be available before the start of the December 2015 intake.
- 2.12 HIGH NEEDS** means those teaching practices which are categorised as high needs by the College. The Practices categorised by the College as high needs during 2015 and 2016 are set out in the attached schedule 4.
- 2.13 SEMINAR PROGRAMME** means regular seminar/learning sessions which take place away from the teaching practice as part of the Programme.
- 2.14 TEACHER** means a general practitioner contracted by the College as a teacher in the Programme to teach and supervise registrars in the teaching practice.
- 2.15 TEACHING PRACTICE** means a general practice, accredited as a teaching practice by the College, to which a registrar is attached under the supervision of a teacher.

### **3 Terms of employment**

- 3.1** Employees covered by this agreement are employed for a fixed term period of one year from the commencement date of the GPEP year one programme until the final day of the programme.
- 3.2** The reason for the employees being employed for a fixed term period is that their employment covers two 26 week attachments with an accredited teaching practice to be completed in a 12 month period in order to meet the clinical and education programme requirements of the General Practice Education Programme Year 1.
- 3.2.1** Nothing in this Agreement or arising from its performance shall be interpreted or understood to give an employee any expectation that their employment will continue beyond finish date of the GPEP Year 1 programme; and
- 3.2.2** No assurance or arrangement for any renewal or subsequent agreement shall bind either party unless it is in writing.

### **4 Variations clause**

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

## **5 Year 1 General Practice Registrar position**

- 5.1 Employees are employed in the position of Year 1 General Practice Registrar (GPEP Year 1).
- 5.2 The purpose of this position is to enable the employee to complete the requirements of the Programme. The Fellowship Pathway Regulations set out the clinical time and education programme requirements for GPEP Year 1.
- 5.3 Duties and responsibilities of employees are set out in the position description, a copy of which is attached as Schedule 1 to this Agreement. The position description may be varied from time to time to reflect the changing requirements of the College. The College will consult with NZRDA before making any changes.

## **6 Place of work**

- 6.1 Employees are required to undertake two 26 week attachments in accredited teaching practices as directed by the College.
- 6.2 Except in exceptional circumstances, registrars will be notified of their allocation to practices 2 months prior to commencement at that practice.
- 6.3 If a change to the allocation is requested by either party, the College will discuss options with the Registrar and seek to reach agreement on a suitable alternative.

## **7 Hours of work**

### **7.1 Ordinary hours**

- 7.1.1 Except as provided in 7.2, ordinary hours of work for full time registrars will be between 40 and 45 hours per week and will be carried out between the hours of 7.30 am and 6 pm, Monday to Friday. Actual hours of work will be determined by the employee's teacher, after consultation with the Registrar. The hours do not include unpaid lunch breaks.
- 7.1.2 Except as provided in 7.2, ordinary hours of work for part time registrars will be between 28 and 32 hours per week and will be carried out between the hours of 7.30 am and 6 pm, Monday to Friday. Actual hours of work will be determined by the employee's teacher, after consultation with the Registrar. The hours do not include unpaid lunch breaks.
- 7.1.3 Meal periods and rest breaks will be provided in terms of the provisions of 69ZD and 69ZE of the Employment Relations Act 2000. A copy of s. 69ZD & 69ZE is attached as Schedule 5.

- 7.1.4** During the Programme, hours of work for a registrar will include an average 8 sessions of clinical time per week for full time registrars (5 for part time registrars), teaching time and 45 days during the term of this agreement to attend seminars, undertake other training, for attending exams and assessments required by the Programme and to attend relevant conferences.

## **7.2 'After-hours' or 'out-of-hours' work**

- 7.2.1** Where a practice provides after-hours services, the employee will be required to undertake five sessions per attachment. The definition of an after-hours session depends on local context and may include other out-of-hours practice activities that are scheduled as relevant to the registrar learning plan.
- 7.2.2** The arrangements regarding after-hours and out-of-hours work will be determined by the Teacher, after consultation with the Registrar, at the beginning of the attachment in line with the Registrar Hours of Work policy.
- 7.2.3** Registrars are able to raise any issues or concerns regarding their planned hours of work with the Medical Educator and GPEP Manager who will consider all the relevant issues and determine whether any change of hours is appropriate.
- 7.2.4** Where after-hours sessions are worked, the employee will be entitled to take Time-Off-In-Lieu (TOIL) on an hour for hour basis when undertaking clinical sessions. If on-call services are agreed, then Registrars are entitled to TOIL to compensate for being on-call, with TOIL based on 4 hours TOIL once per 24 hours on-call or actual time spent in clinical patient care, whichever is greater. After-hours arrangements must be documented in writing at the commencement of the attachment. TOIL should be taken as soon as practicable following after-hours work being undertaken and normally within the same week.
- 7.2.5** Should either the employee or the teacher need to change the agreement during the attachment, this can be done by mutual agreement in line with the Registrar Hours of Work Policy.
- 7.2.6** For avoidance of doubt, any unused TOIL will not be paid out at the end of employment.

## **7.3 Secondary Employment**

- 7.3.1** Beyond the terms of this agreement, the employee may not engage in any paid or unpaid work without the prior written consent of the College.

**7.3.2** Approval will not be withheld unless the work is deemed to risk compromising the employee's learning on, or completion of, the Programme or adversely affecting the Registrar's welfare, health or safety.

**7.3.3** Employment arrangements during any secondary employment will be the responsibility of the secondary employer. If the employee agrees to work a public holiday at the request of a secondary employer they will be employed by the secondary employer for that specific holiday with the secondary employer being responsible for any payment or entitlements under the Holidays Act.

## **8 Remuneration**

### **8.1 Salary**

**8.1.1** The full time base salary for this position will be with effect from 8 December 2014.

Years of post-graduate work experience as a medical practitioner (Year 2014 - 2015)	Base Salary
PG Years 3 & 4	\$73,225
PG Years 5 & 6	\$80,800
PG Years 7+	\$88,375

Years of post-graduate work experience as a medical practitioner (Year 2015 – 2016)	Base Salary
PG Years 3 & 4	\$73,774
PG Years 5 & 6	\$81,406
PG Years 7+	\$89,037

- 8.1.2** The increase will be backdated to 8 December 2014 for all RDA members on the date of ratification. Those members that join the NZRDA after the date of ratification will receive the increase backdated to the date they join the NZRDA. NZRDA has to advise, (in writing) the name of the member and the date the member has joined the union before any increase is effected. The increase from 7 December 2015 will be paid on the proviso that the RNZCGP remains the employer of GPEP 1 registrars and HWNZ continues to fund to a level that gives the RNZCGP the ability to effect the increase.
- 8.1.3** Part time employees' salaries will be prorated to 7/10 of the salary set out in clause 8.1.1.
- 8.1.4** The specific salary step for individual registrars will be determined by the College in terms of the Registrar Remuneration Policy, taking into account years of post-graduate employment as a medical practitioner. This may include recognition of international work experience undertaken in countries that have a comparable health system to New Zealand as categorised by the Medical Council.
- 8.1.5** Registrars will receive an incentive allowance of \$1,500 for each attachment they undertake in a high-needs or rural practice as defined by the College annually. This allowance will be paid as part of fortnightly salary for the 6 month period of each attachment to which it applies. Registrars placed in practices in Schedule 6 will receive an incentive allowance of \$3,000 per attachment effective from the second attachment in 2015.
- 8.1.6** For avoidance of doubt, only one allowance will be paid per attachment
- 8.1.7** The appropriate salary (less tax) will be paid fortnightly by direct credit to the employee's nominated New Zealand bank account.

## **8.2 Superannuation**

- 8.2.1** All new employees will be automatically enrolled into KiwiSaver in accordance with the KiwiSaver Act 2006. If the employee chooses to opt-out of making contributions to KiwiSaver, they may only do so between the 2<sup>nd</sup> and 8<sup>th</sup> week of their employment with the College.
- 8.2.2** The minimum compulsory employee contribution, as per the KiwiSaver Act 2006, will be deducted from the employee's pay unless they choose to opt-out or increase their contributions. Currently the minimum deduction is 3%.
- 8.2.3** The College will contribute up to 6% of the gross salary towards superannuation funds (including employer superannuation contribution tax) on a "dollar for dollar" basis if the



employee chooses to contribute to the KiwiSaver scheme, the NZRDA scheme and/or the MAS scheme and/or by agreement any other complying superannuation fund (as those terms are defined by the KiwiSaver Act 2006).

**8.2.4** For avoidance of doubt, 6% of the gross salary is the maximum employer contribution that the College will make towards superannuation for an employee and is inclusive of KiwiSaver contribution.

**8.2.5** More information about KiwiSaver, including what employers and employees need to do to start a savings scheme, is available from <http://www.kiwisaver.govt.nz>.

## **9 Deductions**

**9.1** The College is authorised, subject to the Wages Protection Act 1983 and other relevant legislation, to make deductions from base salary or any final pay due to the Registrar for:

**9.1.1** any time lost through sickness, accident or default over and above your entitlements under this Agreement;

**9.1.2** any overpayment that is mistakenly paid to the Registrar;

**9.1.3** any annual leave taken in advance of entitlement that had not yet accrued on date of resignation;

**9.1.4** any period of notice not provided by the Registrar.

**9.2** The Registrar will be given written advice of the reasons for any such deductions. The timing of when repayments are to be made during the term of employment will be by mutual agreement.

## **10 Expense reimbursement**

### **10.1 Programme-related expenses**

**10.1.1** The College will either directly cover the costs of, or fully reimburse the employee, on receipt of GST tax invoices, for the following programme-related expenses:

- (a)** Current practising certificate
- (b)** Medical Indemnity Insurance
- (c)** RNZCGP Associate Membership fees
- (d)** GPEP Year 1 written and clinical exam fees, if sat within the term of this agreement
- (e)** ACLS renewal fees to minimum level 5, if applicable

- (f) Either APLS or EMST providing the certificate is relevant to the employee's attachment in terms of the Registrar Expenses Reimbursement Policy
- (g) ACC PRIME courses for rural registrars attached to PRIME certified practices, if not funded by ACC
- (h) Annual membership subscription of Te Ohu Rata O Aotearoa.

**10.1.2** On provision of GST tax invoices, a contribution of \$500, plus GST, will be paid by the College for the purchase of required textbooks and/or equipment.

**10.1.3** Registrars who attend the College's Annual Conference for General Practice will receive \$400 plus GST as a contribution towards registration at the conference.

**10.1.4** The College will, on receipt of GST tax invoices, contribute a total of up to \$500, plus GST, towards the costs of attendance at the annual Hui a Tau and/or an approved alternate relevant conference.

## **10.2 Use of own car for practice duties**

**10.2.1** Where an employee is required to use their own car for the purpose of practice duties, a motor vehicle mileage allowance will be paid by the teaching practice.

**10.2.2** Except as provided for in clause 10.6 on a case by case basis, the teaching practice and College will not cover travel to and from the employee's place of residence to the teaching practice each day.

## **10.3 Travel to seminars and other training**

**10.3.1** Where the employee is required to travel more than 30 km from their place of residence to attend a weekly seminar meeting or other training, the College will make a contribution for approved travel. The following conditions apply:

- (a) If convenient transport is provided at no cost to the employee and the employee chooses not to take it, there will be no mileage entitlement.
- (b) If the employee uses their own car then \$0.77 per km will be paid for the distance that is in excess of 30 kilometres each way.
- (c) It is expected that when practical, car-pooling will be used.
- (d) Claims for reimbursement should be made monthly on the appropriate travel claim form.

**10.3.2** In some circumstances the employee may receive approval from the College to fly to seminar locations.

- (a) The employee must notify the programme advisor, as soon as possible of their flying schedule for the period of their attachment so that bookings can be made by the programme advisor early enough to take advantage of bulk and advance booking concessions.
- (b) The College will only cover the costs of approved flights that are directly related to the employee's involvement in the Programme.

**10.3.3** In some circumstances, registrars may need to stay overnight in order to attend seminars or other training. The College will consider and approve applications on a case by case basis. Where overnight accommodation is approved, actual and reasonable cost of accommodation, up to the approved maximum as set out in the Registrar Expense Reimbursement Policy, will be reimbursed.

**10.4** Except in terms of clause 10.6 below, the employee will not be reimbursed for any relocation expenses at the beginning or end of their attachments.

#### **10.5 Travel expenses related to the written and clinical GPEP Year 1 exam**

**10.5.1** The College will cover actual and reasonable travel costs for attending the exams.

**10.5.2** The College will cover accommodation and meal expenses, up to the approved maximum as set out in the Registrar Expense Reimbursement Policy.

#### **10.6 Relocation and travel assistance for attachments to rural practices**

**10.6.1** If the distance from the employee's current place of residence to the rural practice attachment is more than 55 km, the College will assist with the costs of relocation as set out in clause 10.6.3, up to a maximum of \$3,000 per relocation.

**10.6.2** For clarity, the employee may access relocation assistance at the commencement and/or the end of a rural practice attachment. If the employee completes two rural practice attachments during GPEP Year 1, they may access up to \$3,000 on each of 3 separate occasions; at the commencement of their first attachment, between the two attachments and at the conclusion of the second attachment.

**10.6.3** If the employee chooses to relocate to the rural practice area, the College will reimburse actual and reasonable relocation-related expenses, on receipt of GST tax invoices, up to the maximum of \$3,000 per relocation. This may include expenses such as:

- (a) Travel for the employee, their partner and their children to move to the new location

- (b) Removal of furniture and essential effects from the current place of residence to the new place of residence close to the rural practice to which the employee is attached
  - (c) Up to one week's accommodation for the employee, their partner and children.
- 10.6.4 Other requests for financial assistance, within the overall maximum of \$3,000 per relocation, will be considered on a case by case basis.
- 10.6.5 If the employee is not able to move to live at the location of the rural practice, the College will pay \$0.77 per km for travel to and from the teaching practice location to their place of residence at the nominal base location twice a week.

## **11 Leave**

### **11.1 Annual leave**

- 11.1.1 The employee is entitled to four weeks annual leave in accordance with the Holidays Act 2003.
- 11.1.2 Annual leave may be taken in advance of the employee's entitlement subject to the approval of the employee's teacher. Any overpaid leave will be deducted from the employee's final payment in terms of clause 9.1.
- 11.1.3 The College may require the employee to take annual leave during a closedown period as defined in section 29 of the Holidays Act 2003.
- 11.1.4 In respect of clauses 11.1.3, the employee's pay will be dependent on their accrued annual leave balance for that period and may include annual leave, annual leave in advance, or unpaid leave if they have used all of their annual leave entitlement under this fixed term agreement.
- 11.1.5 Payment for any annual leave will be made in the fortnightly pay that relates to the period during which the leave is taken.

### **11.2 Public holidays**

- 11.2.1 Employees are entitled to a paid holiday on each of the eleven public holidays specified in the Act, if they fall on days that would otherwise be working days.
- 11.2.2 The College will not require an employee to work on a public holiday.

### **11.3 College discretionary leave**

- 11.3.1** Provided the leave does not jeopardise the Registrar's successful completion of the GPEP Year 1 programme, the College may approve up to an additional 10 days special paid leave per annum (pro rata for part time Registrars). Discretionary leave will not be approved unless all annual leave entitlement in terms of clause 11.1 has been either used or booked.
- 11.3.2** Where possible, registrars should avoid using discretionary leave on seminar / training days.
- 11.3.3** Any unused discretionary leave will not be paid out at the end of the Registrar's employment.

#### **11.4 Sick leave**

- 11.4.1** The employee is entitled to paid leave of up to 15 days (pro rata for part time employees) during the term of their employment for his/her own sickness or injury or that of their:
- (a) spouse, partner; or
  - (b) a person who depends on the employee.
- 11.4.2** If the employee is intending to take sick leave, they must notify their teacher as soon as practicable and, if possible, before they are expected at work.
- 11.4.3** If the College considers that the employee may not be capable of the proper performance of his/her duties due to ill health (whether physical or mental), then it may require the employee to be assessed/examined by a medical practitioner nominated and paid for by the College in order to assess their fitness to work. The employee will co-operate with the assessment/examination and consent to the release of any resulting medical report to the College. The employee may also submit their own medical reports or recommendations to the College.

#### **11.5 Bereavement/Tangihanga leave**

- 11.5.1** The employee will be entitled to paid bereavement leave as follows:
- (a) up to three days paid leave on the death of spouse, partner, child or parent, brother or sister, grandparent, spouse's or partner's parent; and
  - (b) one day paid leave (or part thereof) for any person whose death the teaching practice accepts has caused the employee to suffer bereavement, taking into account relevant factors such as closeness of association between the employee and the deceased person; whether the employee has to take significant

responsibility for funeral arrangements; and any cultural responsibilities such as attendance at all or part of a Tangihanga (or its equivalent).

**11.5.2** For completeness, clause 11.5.1 includes the statutory entitlement.

**11.5.3** The College may extend the period of bereavement leave at their discretion

## **11.6 Parental leave**

**11.6.1** Registrars may be entitled to parental leave in accordance with the Parental Leave and Employment Protection Act 1987. Advice will be provided and discussed with the employee on a case by case basis.

**11.6.2** The College is committed to supporting registrars to remain in GPEP. Should the employee take parental leave and be unable to fulfil the requirement of 80% minimum attendance at seminars, the College will endeavour, wherever practical, to hold a place open in the following year's intake in the same region.

Depending on the Registrar's circumstances, they may be required to attend seminars while on leave.

## **11.7 Ex-gratia payment for birth mothers and adoptive mothers**

**11.7.1** An ex-gratia payment equivalent to six week's pay for pregnant Registrars who take parental leave or for females who adopt a baby during GPEP Year 1 and return following the birth or adoption of a baby and complete the course requirements in the same year.

**11.7.2** The ex-gratia payment is based on the Registrars base salary and working hours immediately preceding parental leave for the period of parental leave taken up to a maximum of 6 weeks.

**11.7.3** The monies will be paid on return to work after completing the year (this includes completing 80% of seminars during the year) and sitting both exams.

This ex-gratia payment is available to mothers even if they have not met the eligibility criteria set out in the Parental Leave and Employment Protection Act. The intent of the ex-gratia payment is for mothers to return to the programme to complete GPEP Year 1.

The College will consider claims for payment under clause 11.7, on a case by case basis, when circumstances fall outside the above parameters in Clause 11.7.

## **12 Code of Conduct, policies and procedures**

- 12.1** The employee must comply with the applicable Code of Conduct and all other internal policies and procedures of the College.
- 12.2** The employee is also expected to comply with applicable policies and procedures of the Teaching Practices to which they are appointed.
- 12.3** During the Programme the employee is also expected to familiarise themselves and abide by all relevant legislation, including:
- (a)** Health Information Privacy Code 1994
  - (b)** The duties of a health practitioner pursuant to the Health Practitioners Competence Assurance Act 2003
  - (c)** Health and Disability Commissioner (Code of Health and Disability Services Consumers' Rights) Regulations 1996

## **13 Termination of employment**

### **13.1 Notice period**

- 13.1.1** Subject to earlier termination in accordance with the provision of this agreement, the employee's employment will automatically terminate on the completion date of the one year programme to which they are appointed.
- 13.1.2** The employee's employment may be terminated by either the College or the registrar giving one month's written notice to the other party. However, a lesser period of notice may be agreed to by both parties.
- 13.1.3** Where the College has terminated a Registrar's employment the College may pay the employee in lieu for some or all of the notice period or require the employee to remain employed but not attend work during that time.
- 13.1.4** Despite clause 13.1.2, the College may terminate the employee's employment summarily and without notice in the case of serious misconduct or if the employee ceases to be a medical practitioner registered in New Zealand.

### **13.2 Termination for incapacity**

- 13.2.1** The College may terminate the employee's employment, after following the procedure set out in clause 11.4.3, if the College considers that the employee is incapable of the proper performance of their duties and responsibilities due to illness or some other incapacity.

**13.2.2** Before the employee's employment is terminated on the basis of clause 11.4.3 for this reason, the College will consider any medical evidence that the employee wishes to provide. The College may also pay for and require the employee to undergo a medical examination by a medical practitioner nominated by the College. In that case, the College will consider the medical report resulting from that examination along with any other relevant medical reports or material available to it, before making a decision.

### **13.3 Abandonment of employment**

**13.3.1** If the employee is absent from work without notifying their teacher for more than three consecutive working days, they may be deemed to have abandoned their employment and their employment may be terminated on the expiry of that third working day.

### **13.4 Suspension**

**13.4.1** The College may suspend a registrar:

- (a) who does not hold a current Practising Certificate
- (b) from duties and responsibilities required under the Programme's terms and conditions in order to undertake investigations related to serious misconduct, health status or other serious concerns.

**13.4.2** In such cases, the College may suspend the employee from their employment on pay pending the outcome of that investigation.

**13.4.3** The College will consult the employee prior to any decision regarding suspension of employment.

### **13.5 Redeployment and redundancy**

**13.5.1** If the College proposes to make a decision, or becomes aware of a decision by another party or parties, that will, or is likely to, have an adverse effect on the continuation of employment by the College, it undertakes to:

- (a) Provide to NZRDA and any of its members access to information, relevant to the continuation of the employees' employment, about the decision; and
- (b) If the decision is to be made by the College, an opportunity to comment on the information to the College before the decision is made; and
- (c) If the decision is to be made by a third party, the College will use its best endeavours to provide an opportunity to comment on the information to the third party or parties before the decision is made.



- 13.5.2** This clause does not require the College to provide access to confidential information if there is good reason to maintain the confidentiality of the information. “Good reason” includes complying with statutory requirements to maintain confidentiality, protecting the privacy of natural persons and protecting the commercial position of an employer from being unreasonably prejudiced
- 13.5.3** If part or all of the College is to be sold, transferred, or contracted out to another entity with the result that the College sells, transfers or contracts out the business of employing GPEP Year 1 registrars, the College will:
- (a) discuss the likely impact of this event with the employee, including whether it is possible to transfer them to that entity; and if so,
  - (b) in negotiating with the prospective employer, the College will use best endeavours to arrange for employees to be offered employment by any new employer on no less favourable conditions of employment overall.
- 13.5.4** If the general practice to which an employee is allocated ceases business, or relocates or alters its business in such a manner as to affect adversely the quality of the training or the working conditions of the employee at the practice, the College undertakes that at the request of the affected employee they will, as soon as practicable, ensure the employee may be re-allocated to another accredited teaching practice. If the employee’s new practice is categorised as a rural practice, the College will assist with the costs of relocation as set out in clause 10.6.3.

## **13.6 Return of property**

- 13.6.1** Upon the termination of employment an employee is required to return to the teaching practice or the College all equipment or other property of the teaching practice or the College as applicable.
- 13.6.2** If any equipment or other property of the teaching practice or the College is not returned or is returned in a damaged condition, the College may make a deduction from the employee’s pay for the cost of repair or replacement of that equipment or property.

## **14 Health and safety**

- 14.1** The employer shall comply with the provisions of the Health and Safety in Employment Act and associated Regulations, concerning safety, health and welfare matters. The parties agree that employees should be adequately protected from any safety and health hazard arising in the workplace. This will entail ensuring that consideration is given to the employee’s personal safety at time of low staffing and in isolated localities.

- 14.2 It shall be the responsibility of the College and teaching practice to ensure that the workplace meets the required standards and that effective and maintained safety equipment is provided.
- 14.3 Where safety equipment is required and supplied, it is the responsibility of employees to ensure it is appropriately utilised.
- 14.4 While at work, the Registrar must:
- take all reasonable steps to ensure their own safety and the safety of others around them;
  - report all hazards that the employee identifies in the workplace to their teacher, so that remedial action can be taken; and
  - report any accident (including a “near-miss”) that they have at work and enter it in the Accident Register.
- 14.5 It is the responsibility of the employer to systematically identify and address any workplace hazards including stress, workload and hours of work, which may affect the safety of employees.
- 14.6 Should there be any change in the employee’s health during their employment that could adversely affect the employee’s ability to perform any work requirement (including stress-related symptoms), he/she must notify the College immediately.
- 14.7 Any concerns regarding an employee’s ability to undertake their role due to ill health will be managed in accordance with clause 11.4.3.

## **15 Conflict of interest**

- 15.1 The employee shall not enter into any contracts, agreements, business interests and/or activities which may conflict in any way with the interests of the College and their responsibilities to it, or reflect adversely on the College.
- 15.2 If the College requires it, the employee will disclose any other business interests that he/she have had prior to, or have during their employment.

## **16 Confidentiality**

- 16.1 Unless otherwise directed by the College or required by law, the employee must not misuse or disclose any confidential information which comes to their knowledge, either indirectly or directly, during the employee’s employment with the College.
- 16.2 Confidential information in this context includes, but is not limited to, trade secrets, financial information, personal information, proprietary information, secret or confidential operations or

reports, processes or business methods, or any information concerning College business or its members (including entities that the College provides other services to, or otherwise does business with) that is not in the public domain, including, but not limited to the following:

- information concerning the business or finance of the College or its members;
- developments, designs, assemblies, processes, methods, formulae, drawings and systems relating to the College or that of its members;
- any personnel and medical records, salary and promotional plans, building/availability information, transaction information;
- any information that has a financial value;
- any financial information including but not limited to any information about the assets, liabilities, income or expenditure of the College or that of its members;
- information that is subject to professional obligations of confidence arising out of relationship between the College and the employee;
- information about third parties where the College and the employee have entered into an agreement to keep it confidential; and
- any other information that the employee is advised of or should be aware is considered by the College or its members to be confidential.

**16.3** This clause applies both during and after the employee's employment.

**16.4** Nothing in clause 16.2 should be read as limiting the right of registrars to disclose to NZRDA, as their employee representative, matters related to their employment including any concerns about the College or the teaching practice's fulfilment of obligations under the GPEP Year 1 training programme.

## **17 Resolving disputes**

**17.1** As required by the Employment Relations Act 2000, an explanation of the services available for resolving employment relationship problems is set out in Schedule 2.

## **18 Employment Relations Education Leave**

**18.1** Employment Relations Education Leave shall be granted in accordance with Part seven of the Employment Relations Act 2000.

**18.2** For the purposes of this provision a year means the year commencing on the day the GPEP year one programme commences.

## 19 Term of the Agreement

19.1 The term of this collective agreement shall be from 8 June 2015 to 2 December 2016.

Signed on behalf of

The Royal New Zealand College of General Practitioners

Helen Morgan-Banda

**Chief Executive Officer Designate:**

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Date:

Signed on behalf of the New Zealand Resident Doctors Association

Dr Deborah Powell

**National Secretary**

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Date:

## Schedule 1: Position Description



The Royal New Zealand  
College of General Practitioners

### General Practice Education Programme Registrar - Year 1

#### – Position Description

<b>Position title:</b>	General Practice Education Programme Registrar - Year 1
<b>Responsible to:</b>	<p>Supervising General Practitioner (Teacher) at the relevant teaching practice for clinical and training matters</p> <p>Medical Educator for the region the teaching practice is located in for clinical and training matters</p> <p>Line Manager for any employment related matters</p>
<b>The College:</b>	<p>The Royal New Zealand College of General Practitioners works to improve the health of all New Zealanders through high quality general practice care.</p> <p>The College is a professional membership organisation which works to strengthen the professionalism and practice of its members.</p> <p>The College provides training and education, assessment, quality and support services in general practice and rural hospital medicine.</p> <p>The College represents its members by providing advice and expertise to government and within the wider health sector.</p>
<b>Purpose of the position:</b>	<p>Registrars in this position will train under supervising GP medical educators and teachers in a clinical environment and attend regular seminars to develop the specialist skills of general practice consultation, translate prior learning to a community-based primary health team and achieve a level of competence for safe practise in general practice.</p> <p>The year 1 intensive clinical training includes two 26-week attachments at two different accredited teaching practices, with an approved teacher. Four days a week are usually spent in the practice, with one day attending seminars and/or workshops.</p> <p>Registrars will spend most of their time consulting with patients in the teaching practice, although they may engage in other activities, as their learning needs dictate or are required by the programme.</p>

## Key Relationships

<b>Internal:</b>	<b>In Practice:</b>	<b>External:</b>
<ul style="list-style-type: none"><li>• Manager, Learning Delivery</li><li>• People Manager</li><li>• Programme Advisor</li><li>• Clinical Leader GPEP</li><li>• Medical Educator</li><li>• In Practice Teacher</li><li>• Other GPEP Registrars</li><li>• Other members of the College's staff</li></ul>	<ul style="list-style-type: none"><li>• In Practice Teacher</li><li>• Practice Manager</li><li>• Practice Nurses</li><li>• Other Practice Staff</li></ul>	<ul style="list-style-type: none"><li>• Healthcare consumers</li><li>• Hospital and community based healthcare workers</li><li>• Other key stakeholders</li></ul>

## Key Result Areas

### ***Key Result Area 1 – The Clinical Attachment***

The GPEP registrars are placed in a practice to enable the experience of being in 'full-time general practice' with the support of a teacher and provide opportunities to reflect on the learning that takes place. Registrars spend most of their time consulting with patients in the teaching practice. This provides the main basis for learning, although other activities besides consulting may be appropriate.

The clinical practice attachments help develop the specialist skills of general practice consultation and translate prior learning to a community-based primary health team.

GPEP Registrars are expected to complete a range of key tasks within the attachments in accordance with programme requirements and practice protocols.

### ***Key Result Area 2 – Day Release Seminars and/or Workshops***

The day-release seminars and workshops are run in conjunction with the attachments and provide an opportunity to review and reflect on in practice experiences, through discussion of aspects of general practice.

As well as covering core topics, clinical skills and knowledge, topics for each seminar are structured using a training scaffold that links the topic to the curriculum statements and domains of general practice. They also provide the opportunity to learn appropriate skills and knowledge, and talk about experiences and problems with peers.

The residential workshops give intensive attention to particular aspects of general practice such as communication skills in the consultation.

GPEP Registrars are expected to complete a range of key tasks related to seminars and/or workshops in accordance with programme requirements.

### ***Key Result Area 3 – Evaluation and Assessment***

Registrars are required to respond to the feedback from teachers and medical educators on their progress and performance in developing consultation, diagnostic and patient management skills.

Registrars are also required to provide regular feedback and evaluation of the teaching practice and seminar programme.

Summative assessments evaluate an individual's knowledge of, skills in, or experience of general practice. An attainment of minimum standards is required to work under reduced supervision in GPEP year 2. Registrars have a maximum of 18 months from their start date of GPEP to undertake their first summative assessment; accordingly, Year 1 GPEP Registrars may undertake one or both of the following at this time:

- GPEP written examination
- GPEP clinical examination

***Other***

This role is responsible for undertaking other tasks that contribute to the general smooth running of the College as a whole.

The position description may be changed by the employer from time to time after discussion with the employee. In addition to the responsibilities set out in the Position Description, the employee shall carry out all reasonable work-related requests made by the employer.

## **Schedule 2: Employment Relationship Problem Resolution**

The Employee is encouraged to raise any employment related concerns with the Employer, in the first instance. If the Employer is unable to resolve the Employee's concerns, then the Employee is able to seek outside assistance. This procedure sets out the assistance that is available to the Employee, and the timeframes that apply.

An employment relationship problem is any problem (including personal grievances and disputes) relating to or arising out of an employment relationship.

The Employee has a maximum of 90 days within which to raise a personal grievance with the Employer.

The Employee must provide an appropriate manager or human resources representative with a written explanation of the employment relationship problem.

If the Employee is not satisfied with the Employer's response then the Employee may seek assistance from the Department of Labour contactable on 0800 800 863, or the Employee's union, or an advocate or lawyer.

If the Employer and Employee cannot resolve their employment relationship problem, then either party may seek mediation assistance from the Department of Labour.

If the employment relationship problem cannot be resolved by mediation, either party may make an application to the Employment Relations Authority.

Further information about that may be obtained by contacting the Employment Relations Infoline on 0800 800 863.



### Schedule 3: Rural Practices

Rural Practices Used in 2015	Region
Coast to Coast	Auckland
Kowhai Surgey	Auckland
Tuakau Health Centre	Auckland
Waiuku Health Centre	Auckland
Warkworth Health and Medical Centre	Auckland
Wellsford Medical Centre	Auckland
Leeston Medical Centre	Canterbury
Methven Medical Centre	Canterbury
Wairoa Medical Centre	Hawkes Bay
Greenwood Health	Nelson
Wakefield Health Centre	Nelson
Bream Bay Medical Centre	Northland
Broadway Health Centre *	Northland
Broadway Medical Centre	Northland
Dargaville Medical Centre	Northland
Kerikeri Medical Centre	Northland
Fiordland Health Centre	Otago
Queenstown Medical Centre	Otago
Remarkables Park - QMC	Otago
Wanaka Medical Centre	Otago
Barraud Street Medical Centre	Palmerston North
Barraud Street, Dannevirke	Palmerston North
Bulls Medical Centre	Palmerston North
Pahiatua Medical	Palmerston North
Pahiatua Medical Centre	Palmerston North
Avon Medical Centre	Taranaki
Doctors @ 42	Waikato
Katikati Medical Centre	Waikato
Matamata Medical Centre	Waikato
Matamata Medical Clinic	Waikato
Murupara Medical Centre	Waikato
Paeroa Medical Centre	Waikato
West Coast Health Clinic	Waikato
Whangamata Medical Centre	Waikato
Carterton Medical Centre	Wellington

\*Rural & High Needs Practice

#### Schedule 4: High Needs Practices

High Needs Practices Used in 2015	Region
Bader Drive Health Care Ltd	Auckland
Clendon Family Health Centre	Auckland
Crawford Medical Centre	Auckland
East Tamaki Healthcare - Bairds Road	Auckland
East Tamaki Healthcare - Browns Road	Auckland
East Tamaki Healthcare - Manurewa Clinic	Auckland
East Tamaki Healthcare Airport Oaks	Auckland
Greenstone Family Clinic	Auckland
Kaipara Medical Centre	Auckland
Kawau Bay Health Centre	Auckland
Leabank Health Clinic	Auckland
Mangere Family Doctors	Auckland
Mangere Health Centre Doctors	Auckland
Manurewa Healthcare Medical Group	Auckland
Otara Union Health Centre	Auckland
Papatoetoe Accident & Medical Centre Ltd	Auckland
South Seas Healthcare	Auckland
Tamaki Family Health Centre	Auckland
Tiakina Te Ora	Auckland
Warkworth Health and Medical Centre	Auckland
Piki Te Ora Medical Centre	Canterbury
Piki Te Ora Medical Practice	Canterbury
Hauora Heretaunga	Hawkes Bay
Hauora Heretaunga	Hawkes Bay
Broadway Health Centre *	Northland
Broadway Medical Centre	Northland
Warkworth Health and Medical Centre	Northland
Aurora Health Centre	Otago
Forbury Corner Health Centre	Otago
Mornington Health Centre	Otago
Miro O Te Ora	Waikato
Miro Te Ora	Waikato
Ngongotaha Medical Centre Ltd	Waikato
Te Ngae Medical Centre	Waikato
Naenae Medical Centre	Wellington
Newtown Union Health Service	Wellington
Newtown Union Health Service - Strathmore	Wellington
Ora Toa Cannons Creek	Wellington
Ora Toa Takapuwahia	Wellington
Pacific Health Services Wellington	Wellington
Porirua Union & Community Health Service	Wellington

\*Rural & High Needs Practice

## Schedule 5: Meal Breaks and Rest Periods

1. An employee is entitled to, and the employer must provide the employee with, rest breaks and meal breaks in accordance with this Schedule
2. If an employee's work period is 2 hours or more but not more than 4 hours, the employee is entitled to one 10-minute paid rest break.
3. If an employee's work period is more than 4 hours but not more than 6 hours, the employee is entitled to—
  - one 10-minute paid rest break; and
  - one 30-minute meal break.
4. If an employee's work period is more than 6 hours but not more than 8 hours, the employee is entitled to—
  - two 10-minute paid rest breaks; and
  - one 30-minute meal break.
5. If an employee's work period is more than 8 hours, the employee is entitled to—
  - the same breaks as specified in subsection (4); and
  - the breaks as specified in subsections (2) and (3) as if the employee's work period had started at the end of the eighth hour.
6. Rest breaks and meal breaks are to be observed during an employee's work period—
  - at the times agreed between the employee and his or her employer; but
  - in the absence of such an agreement, as specified in subsections (7) to 10.
7. Where [2 above](#) applies, an employer must, so far as is reasonable and practicable, provide the employee with the rest break in the middle of the work period.
8. Where [3 above](#) applies, an employer must, so far as is reasonable and practicable, provide the employee with—
  - the rest break one-third of the way through the work period; and
  - the meal break two-thirds of the way through the work period.
9. Where [4 above](#) applies, an employer must, so far as is reasonable and practicable, provide the employee with—
  - the meal break in the middle of the work period; and
  - a rest break halfway between—
    - (i) the start of work and the meal break; and
    - (ii) the meal break and the finish of work.
10. Where [5 above](#) applies, an employer must, so far as is reasonable and practicable, provide the employee with the rest breaks and meal breaks in accordance with the applicable provision in subsections (7) to (9).

Schedule 6 Practices eligible for \$3,000 incentive payment in clause 8.1.5

Name	Location	PHO
Lumsden Medical Centre	• Lumsden	• Hokonui Primary Health Organisation
Milton UFS Health Centre	• Milton	
Akaroa Health Centre	• Akaroa	• Rural Canterbury PHO
Hokianga Health	• Rawene	• Hauoro Hokianga Integrated PHO
Fiordland Medical Practice	• Te Anau	• Rural Southland PHO (t/a Takitimu PHO)
Wairoa Medical Centre	• Wairoa	• Health Hawkes Bay PHO
Golden Bay Community Health	• Takaka	• Nelson Bays Primary Health Trust
Wellsford Medical Centre	• Wellsford	• Waitemata PHO
Whangamata Medical Centre	• Whangamata	• Midlands Health Network-Waikato
Broadway Health Centre	• Kaikohe	• Te Tai Tokerau PHO Ltd
West Coast Health Clinic	• Raglan	• North Waikato PHO