

COLLECTIVE EMPLOYMENT AGREEMENT

BETWEEN



The Royal New Zealand
College of General Practitioners
Te Whare Tohu Rata o Aotearoa

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

AND



**The New Zealand Resident Doctors'
Association**

8 June 2019 to 6 December 2020

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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 2016

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

2.6 MANAGER- REGISTRAR TEAM means the person employed by the College to deliver the College’s General Practice 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 Practices for the term of this agreement are set out in the attached Schedule 3 but may be replaced with an amended schedule, published on the College's website, if agreed with the NZRDA.
- 2.12 HIGH NEEDS PRACTICE means those teaching practices which are categorised as high needs by the College. The Practices categorised by the College as High Needs Practices for the term of this agreement are set out in the attached Schedule 4 but may be replaced with an amended schedule, published on the College's website, if agreed with the NZRDA.
- 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 approximately one year from the commencement date of the GPEP Year 1 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 the 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 College and NZRDA. Any such variation shall be recorded in writing and be subject to NZRDA's normal ratification procedures.

5 General Practice Education Programme Registrar – Year 1 position

- 5.1 Employees are employed in the position of General Practice Education Programme Registrar – Year 1 (Registrar or employee).
- 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. There is an expectation that at least one placement will be in either a rural or high needs environment where possible.
- 6.2 Except in exceptional circumstances, Registrars will be notified of their practice Attachment 2 months prior to the commencement of the Attachment.
- 6.3 If a change to the Attachment is requested by either party, the College will provide a choice of two alternative options to the Registrar, where possible. Issues with Attachments should be brought to the attention of the College as early as possible.

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 prorated based on 7.1.1 above 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 accordance with Sections 69ZD and 69ZE of the Employment Relations Amendment Act 2014. A copy of Sections 69ZD & 69ZE are 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 (pro rata 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 The employee will be required to undertake five after-hours or out-of-hours 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. Where the Teaching Practice does not offer after-hours services then the Registrar, with the assistance of the College and/or Teaching Practice, will work to find a suitable alternative.

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 Programme Advisor 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. If practicable, TOIL should be taken within a week of it being earned and no later than the end of the Attachment in which it was earned.

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 Before an application for secondary employment is approved, the College will consider whether the secondary employment will have any health and safety or learning impacts and will take into consideration financial hardship on the part of the Registrar.
- 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

The full time base salary for this position will be with effect from 10 December 2018:

Completed years of post-graduate experience as a qualified medical practitioner:	Base Salary (Effective from 10 December 2018)	Base Salary (Effective from 9 December 2019)
less than 5 years	\$77,905	\$80,242
5/6 years	\$85,965	\$88,544
7+ years	\$94,023	\$96,844

- 8.1.1 Part time employees' salaries will be prorated based on the applicable salary set out in clause 8.1.
- 8.1.2 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 work experience as a medical practitioner. The College will recognise overseas experience in comparable health systems (as defined by the Medical Council of New Zealand) for remuneration purposes.
- 8.1.3 Registrars will receive an incentive allowance of \$1,500 (pro rata for part time employees) 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.

- 8.1.4 For avoidance of doubt, only one allowance will be paid per Attachment
- 8.1.5 The appropriate salary (less mandatory deductions) 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 Kiwi Saver in accordance with the Kiwi Saver Act 2006. If the employee chooses to opt-out of making contributions to Kiwi Saver, they may only do so between the 2nd and 8th week of their employment with the College.
- 8.2.2 The minimum compulsory employee contribution, as per the Kiwi Saver 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 Kiwi Saver 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 provide a non-taxable allowance of \$2,600 per annum to cover the following programme-related expenses with effect from 9 December 2019:

- Current practising certificate
- Medical indemnity insurance
- Required textbooks and/or equipment

This allowance will be paid in a lump sum of \$1,300 nett at the start of each attachment and no invoices or receipts will be required.

The College will directly cover the costs of the following programme-related expenses:

- RNZCGP Associate Membership fees
- GPEP year 1 written and clinical exam fees, if sat within the term of this agreement
- Annual membership of Te Ohu Rata o Aotearoa

The College will fully reimburse the employee, on receipt of itemised GST tax invoices, for the following programme -related expenses:

- ACLS renewal fees to minimum level 5, if applicable
- Either APLS or EMST providing the certificate is relevant to the employee's attachment
- ACC PRIME courses for rural Registrars attached to PRIME certified practices, if not funded by ACC

10.1.2 The College will, on receipt of itemised GST tax invoices, reimburse Registrars who attend the College's Annual Conference for General Practice up to a total of \$600 including GST as a contribution towards the reasonable costs of registration, travel, accommodation and food at the conference.

10.1.3 The College will, on receipt of itemised GST tax invoices, contribute a total of up to \$590 including GST, towards the costs of attendance at the annual Te Ohu Rata o Aotearoa Hui-ā-Tau and Scientific Conference and/or an approved alternate relevant conference.

Registrars may use all or part of the contribution in 10.1.3 towards attending the College's Annual 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 normal 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 the Inland Revenue mileage rate, prevailing at the date of travel, 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 examinations

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

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 actual costs of relocation as set out in clause 10.6.3, up to a maximum of \$3,000 including GST per relocation.

10.6.2 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 including GST per relocation. For clarity:

- (a)** Relocation assistance is available on each of three separate occasions; the commencement of the first attachment, between the two attachments and at the conclusion of the second attachment.
- (b)** The payment can be sought up to 4 weeks prior to the attachment.
- (c)** In cases of hardship the College will give due consideration to providing funds in advance of the employee incurring the costs.
- (d)** If the employee subsequently does not take up the Rural Practice Attachment they must reimburse any advance provided by the College.

10.6.3 Actual and reasonable relocation expenses 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 including GST 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 reimburse the employee, at the Inland Revenue mileage rate prevailing at the date of travel, for travel to and from the Teaching Practice location to their normal place of residence 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 Study leave

- 11.3.1 Provided the leave does not jeopardise the Registrar's successful completion of the GPEP Year 1 programme, the College shall approve up to an additional 10 days paid study leave per annum (pro rata for part-time Registrars). Study 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 study leave on seminar / training days.
- 11.3.3 Any unused study 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 Domestic Violence Victims Leave

11.5.1 An employee shall become entitled to domestic violence leave from their commencement of employment.

11.5.2 If an employee is affected by domestic violence they are entitled to take 10 days paid domestic violence leave per annum. This leave may be taken as consecutive or single days.

11.5.3 An employee intending to take domestic violence leave shall notify their teacher or medical educator and programme advisor as soon as practicable.

11.5.4 That teacher or medical educator and programme advisor shall keep information pertaining to the application confidential other than any reasonable disclosure necessary for the application of the provisions of the Domestic Violence – Victims Protection Act 2018 and employer's business.

11.5.5 The College will not keep records past what is reasonably required to comply with the provisions of the Act, whether on the employee's personnel file or anywhere else, of any personal information or discussions concerning family violence without the express agreement of the affected employee.

11.5.6 An employee affected by domestic violence may request short term flexible working arrangements for up to two months to deal with the effects of domestic violence. Any request must be in writing and the College may require that employee to provide proof.

11.5.7 Domestic Violence Victims Leave does not accumulate and unused leave is not paid out.

11.6 Bereavement/Tangihanga leave

11.6.1 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 College 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).

11.6.2 For completeness, clause 11.6.1 includes the statutory entitlement.

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

11.7 Parental leave

11.7.1 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.

11.7.2 The College is committed to supporting Registrars to remain in the Programme. Should the employee take parental leave and be unable to fulfil the requirement of 80% minimum attendance at seminars, the College will, wherever practical, offer a deferral to the following year's intake in the same region where practical, providing a candidate still meets the selection criteria and funding has been provided for employment on the same, or similar training programme.

Depending on the Registrar's circumstances, they may attend seminars on pay while on leave.

11.7.3 Partners Leave

If you're a spouse or partner the College may agree to you taking partner's leave of up to two weeks discretionary unpaid leave within the timeframe:

- (a) starting 21 days before the due date of the baby, or the date your partner or spouse becomes the primary carer for a child under six years, and
- (b) ending 21 days after the baby is born (unless the baby is discharged from a hospital more than 21 days after the birth, in which case the partner's leave timeframe ends on the day the child is discharged) or the date your partner or spouse becomes the primary carer for the child.

Advice will be provided and discussed with the employee on a case by case basis.

11.8 Ex-gratia payment

- 11.8.1** An ex-gratia payment equivalent to six weeks' pay is available to Registrars who are eligible to take parental leave are approved to take negotiated carer leave in accordance with the Parental Leave and Employment Protection Act 1987 during the Programme and who return to the Programme following the birth or adoption of a baby.
- 11.8.2** The ex-gratia payment is capped at six weeks of pay and is based on the Registrars base salary and working hours immediately preceding parental leave or negotiated carer leave (but excluding any temporary reduction in hours immediately prior to confinement). The ex gratia payment will be pro-rated on a week-for-week basis for any period of parental leave or negotiation carer leave that is less than six weeks. The monies will be paid as a lump sum within four weeks of the Registrar returning to the Programme.
- 11.8.3** The intent of the ex gratia payment is for Registrars to return to and complete the Programme.
- 11.8.4** Ex gratia payments under this section are subject to tax, superannuation deductions, and any other mandatory deductions.

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 Teaching 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 Teaching 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 (the College), the Teaching Practices and the employee all acknowledge their obligations and responsibilities to provide, monitor and maintain a safe workplace as defined by the Health and Safety at Work Act 2015 and its Regulations (the Act) and agree to meet their obligations as defined under the Act.

14.2 The College and Teaching Practices agree to provide and maintain a safe working environment for employees and others in the workplace and to make sure working arrangements are not hazardous.

14.3 It is the responsibility of the College and Teaching Practices to ensure that health and safety procedures, safety equipment and processes to deal with workplace emergencies and to minimise or eliminate significant hazards are maintained.

14.4 Where safety equipment is required and supplied, it is the responsibility of employees to ensure it is used.

14.5 While at work, the employee will follow the College's health and safety rules and procedures and those of the Teaching Practice, in accordance with the Act. The employee will take reasonable care to look after their own health and safety at work, their fitness for work and the health and safety of others.

14.6 The employee should report any potential risks, incidents and near misses so the employer can investigate, and eliminate or minimise harm or risk of harm.

14.7 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 or she must notify the College immediately.

14.8 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 and Union 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 1 programme commences.

18.3 Members of the NZRDA National Executive shall be entitled to take up to six days leave on full pay to attend National Executive Meetings and other business agreed as appropriate by the NZRDA and the College.

19 Term of the Agreement

19.1 The term of this collective agreement shall be from 8 June 2019 to 9 December 2020.

Signed on behalf of The Royal New Zealand College of General Practitioners

Lynne Hayman

Chief Executive:

Date:

Signed on behalf of the New Zealand Resident Doctors Association

Dr Deborah Powell

National Secretary

Date:

Schedule 1: Position Description



The Royal New Zealand
College of General Practitioners
Te Whare Tohu Rata o Aotearoa

General Practice Education Programme Registrar - Year 1

Position title:	General Practice Education Programme Registrar - Year 1 (GPEP Registrar)
Responsible to:	<p>Team Leader - Registrar Team and Programme Advisors for employment matters.</p> <p>Teacher (Supervising General Practitioner) 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>
The College:	<p>The Royal New Zealand College of General Practitioners (the College) 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>
Purpose of the position:	<p>GPEP Registrars in this position are employed to complete the Year 1 requirements of the College's General Practice Education Programme. GPEP Registrars will train under supervising teachers and GP medical educators 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>GPEP Year 1 is an intensive clinical training which 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>GPEP 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

Internal:

- Programme Advisor
- Medical Educator
- Team Leader, Registrar Team
- National Clinical Leader
- HR Manager
- Other GPEP Registrars
- Other members of the College's staff

In Practice:

- Teacher
- Practice Manager
- Practice Nurses
- Other Practice Staff

External:

- Healthcare consumers
- Hospital and community based healthcare workers
- Other key stakeholders

Key Result Areas

Key Result Area 1 – The Clinical Attachment

GPEP Registrars are placed in a practice to enable the experience of being in general practice with the support of a teacher and to provide opportunities to reflect on the learning that takes place. GPEP 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 GPEP programme requirements and practice protocols.

Key Result Area 2 – Learning Activities - Seminars

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

As well as covering core topics, clinical skills and knowledge, topics for each seminar are based on modules in the College's Learning Management system (Learning Zone) that link the topic to the curriculum statements and domains of general practice. Seminars also provide the opportunity to learn appropriate skills and knowledge, and talk about experiences and problems with peers.

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

Key Result Area 3 – Learning Activities - other activities

GPEP Registrars are required to complete the formative activities and summative assessment requirements as detailed in the Fellowship Pathway Regulations (1 December 2016).

GPEP 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.

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

GPEP Registrars must complete 80% of the GPEP Year 1 clinical time requirements and all required formative activities in order to undertake their first summative assessment, and have a maximum of 24 months from their start date of GPEP to undertake their first summative assessment. Summative assessments evaluate a GPEP Registrar'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. The summative assessment requirements are detailed in section 3.5.1 (b) of the Fellowship Pathway Regulations (1 December 2016). The summative assessment components are:

- GPEP written examination;
- GPEP clinical examination.

Key Result Area 4 – Other responsibilities

This 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 this 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 Ministry of Business, Innovation and Employment, contactable on 0800 209 020, 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 Ministry of Business, Innovation and Employment. .

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

Practice Name	Region
Akaroa Health Centre	Canterbury
Amuri Community Health Centre	Canterbury
Aspiring Medical Centre	Otago/South
Avon Medical Centre*	Auckland/Northland
Better Health North Canterbury Limited (Amberley Medical Centre)	Otago/South
Bream Bay Medical Centre*	Auckland/Northland
Broadway Medical Kaikohe	Auckland/Northland
Buller Health Medical Centre*	Canterbury
Bulls Medical Centre*	Manawatu
Central Medical Centre Alexandra	Otago/South
Cheviot Community Health Centre	Canterbury
Church Street Surgery*	Bay of Plenty
Clutha Health First General Practice	Otago/South
Coast to Coast Health Care Ltd*	Auckland/Northland
Cornerstone Health - Alexandra	Otago/South
Cromwell Medical Centre	Otago/South
Darfield Medical Centre Ltd	Canterbury
Dargaville Medical Centre Limited*	Auckland/Northland
Doctors@42*	Waikato
East Otago Health	Otago/South
Fiordland Medical Practice	Otago/South
Golden Bay Community Health	Nelson/Marlborough
Gore Medical Centre	Otago/South
Greenwood Health*	Otago/South
Hauora Hokianga*	Auckland/Northland
Hauraki Plains Health Centre*	Waikato
Health Te Aroha*	Waikato
Junction Health Ltd	Otago/South
Kaikoura Medical Centre*	Canterbury
Kaipara Medical Centre*	Auckland/Northland
Katikati Medical Centre*	Bay of Plenty
Kawerau Medical Centre*	Bay of Plenty
Kawhia Health Centre*	Bay of Plenty
Kerikeri Medical Centre	Auckland/Northland
Kowhai Surgery	Auckland/Northland
Kurow Medical Centre	Otago/South
Leeston Medical Centre	Canterbury
Matakaoa Community Health Centre*	Gisborne
Matamata Medical Centre Ltd	Waikato
Methven Medical Centre	Canterbury

Practice Name	Region
Milton Medical Centre*	Otago/South
Murupara Medical Centre*	Bay of Plenty
Ngati Ruanui Practice	Taranaki
Oneroa Accident And Medical Centre	Auckland/Northland
Paeroa Medical Centre*	Waikato
Paihia Medical Services	Auckland/Northland
Putaruru - Tirau Family Doctors Ltd*	Waikato
Queenstown Medical Centre	Otago/South
Reefton Medical Centre	Canterbury
Ruatoria Community Health Practice*	Gisborne
Silver Fern Medical Centre	Auckland/Northland
Taihape Health Ltd*	Manawatu
Tarawera Medical Centre*	Bay of Plenty
Tawhiti Health Centre in Te Puia Hospital*	Gisborne
Te Kaha Health Centre te Whanau-a-apanui	Bay of Plenty
Te Kuiti Medical Centre	Waikato
Tikitiki Community Health Centre*	Gisborne
Tokomaru Bay Community Health Centre*	Gisborne
Tokoroa Family Health Ltd*	Waikato
Tokoroa Medical Centre*	Waikato
Tuakau Health Centre Limited*	Auckland/Northland
Tuki Tuki Medical*	Hawkes Bay
Uawa Community Health Centre*	Gisborne
Waimate Medical Centre Ltd*	Canterbury
Waimauku Doctors	Auckland/Northland
Wairoa Medical Centre*	Hawkes Bay
Waiuku Health Centre	Auckland/Northland
Wanaka Medical Centre	Otago/South
West Coast Health Clinic*	Waikato
Westland Medical Centre	Canterbury
Whangamata Medical Centre*	Waikato

*Rural & High Needs Practice

Schedule 4: High Needs Practices

Practice	Region
Aurora Health Centre	Otago/South
Avalon Medical	Wellington
Avon Medical Centre*	Auckland/Northland
Bader Drive Healthcare	Auckland/Northland
Bream Bay Medical Centre*	Auckland/Northland
Buller Health Medical Centre*	Canterbury
Bulls Medical Centre*	Manawatu
Bush Road Medical Centre	Auckland/Northland
Carlyle Medical Centre	Hawkes Bay
Church Street Surgery*	Bay of Plenty
City Centre Medical	Bay of Plenty
City Medical	Gisborne
Clendon Family Health Centre	Auckland/Northland
Clendon Medical Centre	Auckland/Northland
Coast to Coast Health Care Ltd*	Auckland/Northland
Dargaville Medical Centre Limited*	Auckland/Northland
De Latour Medical	Gisborne
Doctors@42*	Waikato
Dunedin South Medical Centre	Otago/South
East Tamaki Healthcare - Bairds Road	Auckland/Northland
East Tamaki Healthcare - Dawson Road	Auckland/Northland
East Tamaki Healthcare - Glen Innes	Auckland/Northland
East Tamaki Healthcare - Mangere Town Centre	Auckland/Northland
East Tamaki Healthcare - Manurewa Clinic	Auckland/Northland
East Tamaki Healthcare - Mt Roskill Medical and Surgical Centre	Auckland/Northland
East Tamaki Healthcare - Mt Roskill Medical and Surgical Centre	Auckland/Northland
Eastside Family Doctors	Auckland/Northland
Feilding Medical Centre	Manawatu
Fellbrook Medical Centre	Auckland/Northland
Ferry Road Medical Centre	Canterbury
Forbury Corner Health Centre	Otago/South
FTHC: - Lincoln Road Medical Centre	Auckland/Northland
Gascoigne Medical Services Ltd	Hawkes Bay
Gate Pa Medical Centre Ltd	Bay of Plenty
Greenstone Family Clinic	Auckland/Northland
Greenwood Health*	Otago/South
Greerton Health	Bay of Plenty
Greymouth Medical Centre	Canterbury
Hastings Health Centre Limited	Hawkes Bay
Hauora Heretaunga Medical Centre	Hawkes Bay

Practice	Region
Hauora Hokianga*	Auckland/Northland
Hauraki Plains Health Centre*	Waikato
Health Hub Project NZ Ltd	Manawatu
Health Te Aroha*	Waikato
Hei Hei Health Centre	Canterbury
Hillpark Family Medical Centre	Auckland/Northland
Hora te Pai Health Services	Wellington
Horowhenua Community Practice	Wellington
Hutt City Health Centre	Wellington
Kaikoura Medical Centre*	Canterbury
Kaipara Medical Centre*	Auckland/Northland
Katikati Medical Centre*	Bay of Plenty
Kawerau Medical Centre*	Bay of Plenty
Kawhia Health Centre*	Bay of Plenty
Kelston Medical Centre	Auckland/Northland
Korowai Aroha Health Centre	Bay of Plenty
Lake Surgery	Bay of Plenty
Langimalie Integrated Family Health Centre	Auckland/Northland
Leabank Health Centre	Auckland/Northland
Linwood Medical Centre	Canterbury
Invercargill Medical Centre	Otago/South
Lynnmall City Medical Centre	Auckland/Northland
Mangere Health Centre Doctors	Auckland/Northland
Manurewa Healthcare	Auckland/Northland
Manurewa Medical	Auckland/Northland
Masterton Medical Limited	Wellington
Matakaoa Community Health Centre*	Gisborne
Milton Medical Centre*	Otago/South
Moorhouse Medical Centre	Canterbury
Murupara Medical Centre*	Bay of Plenty
Naenae Medical Centre	Wellington
New Brighton Health Care	Canterbury
Newtown Union Health Service & Strathmore Clinic Wellington	Wellington
Ngati Kahu Hauora	Bay of Plenty
Ngongotaha Medical Centre	Bay of Plenty
NorthCare Grandview Medical Centre	Waikato
Northland Environmental Health Clinic	Wellington
Onerahi Medical Centre	Auckland/Northland
Ora Toa Health Services - Takapuwahia	Wellington
Ora Toa Poneke Medical Centre	Wellington
Otahuhu Family Practice	Auckland/Northland
Otara Union Health Centre	Auckland/Northland

Practice	Region
Owhata Surgery	Bay of Plenty
Paeroa Medical Centre*	Waikato
Pahiatua Medical Centre	Manawatu
Papamoa Pines Medical Centre	Bay of Plenty
Parklands Medical Centre	Taranaki
Peninsula Medical Centre Akld	Auckland/Northland
Piki Te Ora	Canterbury
Porirua Union & Community Health Service	Wellington
Primecare Medical Centre	Auckland/Northland
Putaruru - Tirau Family Doctors Ltd*	Waikato
Radius Medical at The Palms	Manawatu
Ranolf Medical Centre	Bay of Plenty
Ratanui Medical Centre	Auckland/Northland
Riverslea Medical Centre	Bay of Plenty
Roskill Union and Community Health	Auckland/Northland
Ruatoria Community Health Practice*	Gisborne
Rural Academic General Practice	Canterbury
South Seas Healthcare	Auckland/Northland
Stoddard Road Medical Centre	Auckland/Northland
Student Health Centre	Auckland/Northland
Tahunanui Medical Centre	Nelson/Marlborough
Taihape Health Ltd*	Manawatu
Tamaki Family Health Centre	Auckland/Northland
Tarawera Medical Centre*	Bay of Plenty
Taupo Health Centre	Waikato
Tawhiti Health Centre in Te Puia Hospital*	Gisborne
Te Kohanga Whakaora	Waikato
Te Kohao Health - Miro O Te Ora	Waikato
Te Korowai Hauora O Hauraki	Bay of Plenty
Te Puna Hauora Clinic	Auckland/Northland
Te Whareora O Tikipunga	Auckland/Northland
The Airport Doctors	Auckland/Northland
The Doctors Hastings	Hawkes Bay
The Doctors Napier	Hawkes Bay
The Doctors New Lynn	Auckland/Northland
The Fono West Henderson	Auckland/Northland
Three Kings A&M Clinic	Auckland/Northland
Three Rivers Medical Centre	Gisborne
Tiakina Te Ora	Auckland/Northland
Tikitiki Community Health Centre*	Gisborne
Titahi Bay Doctors	Wellington
Tokomaru Bay Community Health Centre*	Gisborne

Practice	Region
Tokoroa Family Health Ltd*	Waikato
Tokoroa Medical Centre*	Waikato
Totara Health Limited	Hawkes Bay
Tuakau Health Centre Limited*	Auckland/Northland
Tui Medical Davies Corner	Waikato
Tui Medical Rototuna	Waikato
Tuki Tuki Medical*	Hawkes Bay
Turuki Healthcare	Auckland/Northland
Uawa Community Health Centre*	Gisborne
University of Canterbury - Health Centre	Canterbury
Upper Hutt Health Centre	Wellington
Victoria Clinic	Waikato
Victoria Medical	Manawatu
Waimate Medical Centre Ltd*	Canterbury
Wairoa Medical Centre*	Hawkes Bay
Waitakere Union Health Centre	Auckland/Northland
Waitara Medical Centre	Taranaki
Waiwhetu Medical Centre	Wellington
West Coast Health Clinic*	Waikato
Western Heights Health Centre	Bay of Plenty
Whaiaora	Wellington
Whangamata Medical Centre*	Waikato

*Rural & High Needs Practice

Schedule 5: Meal Breaks and Rest Periods

69ZD Employee's entitlement to rest breaks and meal breaks

- (1) An employee is entitled to, and an employer must provide the employee with, rest breaks and meal breaks that—
 - (a) provide the employee with a reasonable opportunity, during the employee's work period, for rest, refreshment, and attention to personal matters; and
 - (b) are appropriate for the duration of the employee's work period.
- (2) The employee's entitlement to rest breaks and meal breaks may be subject to restrictions, but only if the restrictions—
 - (a) are—
 - (i) reasonable and necessary, having regard to the nature of the employee's work; or
 - (ii) if subparagraph (i) does not apply, reasonable and agreed to by the employer and employee (whether in an employment agreement or otherwise); and
 - (b) relate to 1 or more of the following:
 - (i) the employee continuing to be aware of his or her work duties or, if required, continuing to perform some of his or her work duties, during the break:
 - (ii) the circumstances when an employee's break may be interrupted:
 - (iii) the employee taking his or her break in the workplace or at a specified place within the workplace.
- (3) An employee's entitlement to rest breaks under this section is to paid rest breaks

69ZE Timing and duration of rest breaks and meal breaks

- (1) An employee must take his or her rest breaks and meal breaks –
 - (a) At the times and for the duration agreed between the employee and his or her employer; but
 - (b) If the employer and employee cannot agree to the timing of breaks, an employer must provide the breaks at the times specified in the Act, so far as is reasonable and practicable.
- (2) For the purposes of subsection (1)(b), an employer may specify reasonable times and durations that, having regard to the employer's operational environment or resources and the employee's interests, enable the employer to maintain continuity of service or production.
- (3) An employer must provide an employee with a reasonable opportunity to negotiate with the employer and reach agreement under subsection (1)(a) on the times when the employee's rest breaks and meal breaks are to be taken and on the duration of the breaks.

- (4) To avoid doubt, subsection (3) does not limit the requirement of the employer and employee to deal with each other in good faith as set out in section 4.

Rest and meal break table available at: <https://www.employment.govt.nz/assets/Uploads/tools-and-resources/documents/abf4cdb0e9/rest-meal-break-table.pdf>