

TE RUNANGA O TOA RANGATIRA

COLLECTIVE AGREEMENT

1 DECEMBER 2021 – 30 NOVEMBER 2023



ASSOCIATION OF SALARIED MEDICAL SPECIALISTS

TOI MATA HAUORA

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Part One – Coverage and Application Matters

1 Underlying Principles

- 1.1 The parties acknowledge and accept that the Runanga is expected to meet its vision of ensuring Ngāti Toa people have as good a health status as any other group in the world. In addition, Ngāti Toa as manawhenua of Te Te Upoko o Te Ika have kaitiaki responsibilities for the wider community we serve. To this end, employees are expected to meet this vision in a manner that is culturally, physically, mentally and spiritually empowering for all people that use its services.
- 1.2 The parties acknowledge the importance of collegiality within the workplace and will actively encourage collective negotiations and responses to workplace challenges and issues.
- 1.3 The parties recognise that employees are constrained by their ethical and professional obligations and public expectations not to refuse treatment to patients in need of their professional skills.
- 1.4 The parties acknowledge the increasingly demanding medico-legal environment in which employees are required to practise. Accordingly, the employer undertakes to do what it reasonably can to ensure the workplace is well resourced, professionally supportive and conducive to a very high standard of individual clinical practice.
- 1.5 Te Runanga o Toa Rangatira Incorporated endeavours to provide a healthy working environment and implements policies that promote, develop, assist and maintain the health and well-being of employees.
- 1.6 Te Runanga o Toa Rangatira Incorporated have an organisation wide framework of care, Mauri Ora, that seeks to support individual and whanau wellbeing supported through the services (formal and non-formal) we provide.
- 1.7 Over time, Mauri Ora will support the parties to move towards a more integrated service delivery model where whanau are enabled to access the full suite of services available to support them to achieve their aspirations. Mauri Ora also provides insights into how the Runanga can build the cultural capability of services to contribute to equitable health, social and economic outcomes for the communities the parties serve.

2 Nature of Agreement

- 2.1 This is a collective agreement, inclusive of the attached schedules, negotiated under the provisions of the Employment Relations Act 2000.
- 2.2 It sets out the core terms and conditions of employment for all senior medical officers who fall within its coverage clause.
- 2.3 It provides the minimum terms and conditions of employment that underpin each employee's job description and any additional terms and conditions of employment that may be or have been negotiated and agreed between an employer and employees on an individual or group basis.
- 2.4 Any other agreement between an employer and one or more employee(s) that provides for terms and conditions of employment that are as favourable or more favourable in respect of that employee or those employees is hereby deemed to be not inconsistent with this agreement.

3 Parties to the Agreement

- 3.1 The parties to this agreement shall be:
- (a) The Association of Salaried Medical Specialists, referred to in this agreement as “the Association” or “the union”, and
 - (b) Te Runanga o Toa Rangatira Incorporated referred to in this agreement as “the employer” or “the Practice”.
- 3.2 This agreement shall be binding on the parties to it and all employees who fall within its coverage clause who are members of the Association.
- 3.3 No improvement to any rate, allowance or other condition negotiated in this agreement shall be passed on automatically following the negotiations to any employee who might be covered by this agreement but has elected to be outside such coverage.

4 Coverage

This agreement applies to:

- 4.1 Registered medical practitioners employed by the employer provided that coverage shall be further limited to such medical practitioners:
- (a) whose duties include the practice of medicine, as defined from time to time by law or the Medical Council of New Zealand; and
 - (b) who are required as a condition of their employment to hold a current practising certificate.

5 Role of the Association

The employer acknowledges the role of the Association of Salaried Medical Specialists as the representative of employees who are covered by the agreement and who are members of the Association, for all purposes relating to the negotiation, interpretation, application and enforcement of this agreement.

6 New Employees

- 6.1 During the term of this agreement, an employer who offers employment to a prospective employee falling within the coverage clause of this agreement shall, at the time of offering employment, advise that person of:
- (a) the existence of this agreement and their right to be employed under it, subject to their joining the Association;
 - (b) the existence and role of the Association in negotiating the agreement;
 - (c) how to contact the Association for advice in respect of the offer of employment.
- 6.2 The employer will also advise prospective employees of these matters after the agreement has expired for so long as negotiations for its replacement are continuing.

7 Variation

- 7.1 The parties accept that there may be provisions within this agreement or that circumstances may arise during its term that warrant the negotiation of a variation to the agreement prior to its expiry date.
- 7.2 Any subsequent variation will not take effect until it is recorded in writing and signed by all parties.

8 Mutual Obligations

- 8.1 The parties acknowledge that an essential feature of any employment relationship is that it is based on mutual trust and confidence and fair dealing between the parties.
- 8.2 The parties undertake to behave towards one another in a manner that will maintain and strengthen such trust and confidence and fair dealing.
- 8.3 In particular, the employer undertakes to be a good employer and will provide the resources and support reasonably necessary to enable the employees to discharge their obligations under this agreement.
- 8.4 For their part, the employees covered by this agreement undertake to apply themselves diligently and conscientiously to the discharge of those obligations.

9 Term

- 9.1 This agreement shall come into effect of 1 December 2021 and it shall expire on 30 November 2023.
- 9.2 Unless otherwise agreed, the parties undertake to begin negotiations for a replacement agreement not later than one month before the expiry date of this agreement.

10 Definitions

In this agreement:

- 10.1 **General Practitioner** means any medical practitioner who has been registered by the Medical Council of New Zealand under the Health Practitioners Competence Assurance Act.
- 10.2 **General Practitioner with a vocational scope of practice** means any medical practitioner who has been registered by the Medical Council of New Zealand with a vocational scope of practise in general practice under the Health Practitioners Competence Assurance Act.
- 10.3 **Full-time employee** means any employee who is employed under this agreement for forty (40) hours or more on average each week.
- 10.4 **Ordinary Hourly Rate** means the hourly rate derived by dividing the employee's nominal annual base salary rate by 2080.
- 10.5 **Part-time employee** means any employee who is employed under this agreement for less than forty (40) hours on average each week.

- 10.6 **Redundancy** means a situation where an employee's employment is terminated or changed, whether by an increase or decrease in hours, a change from full-time to part-time or from part-time to full-time and the termination or change is attributable to the operational requirements of the employer.
- 10.7 **Service** means service with the employer.

Part Two – Remuneration & Hours of Work

11 Salaries

11.1 General practitioners shall be paid on the following scale. The hourly rate is calculated on the basis of 40 hours per week and a 52 week year.

Step	With effect 1 July 2021 (+ 1.5%)		With effect 1 July 2022 (+ 2.5%)		With effect 1 July 2023 (+ 2.5%)	
	Annual Salary	Hourly Rate	Annual Salary	Hourly Rate	Annual Salary	Hourly Rate
9	\$163,972	\$78.61	\$ 168,071	\$80.57	\$172,273	\$82.59
8	\$157,532	\$75.52	\$ 161,470	\$77.41	\$165,507	\$79.34
7	\$154,657	\$74.14	\$158,523	\$75.99	\$162,486	\$77.89
6	\$151,783	\$72.76	\$155,578	\$74.58	\$159,467	\$76.45
5	\$147,969	\$70.93	\$151,668	\$72.71	\$155,460	\$74.53
4	\$144,143	\$69.10	\$147,747	\$70.83	\$151,440	\$72.60
3	\$140,316	\$67.27	\$143,824	\$68.95	\$147,420	\$70.67
2	\$136,488	\$65.43	\$139,900	\$67.07	\$143,398	\$68.74
1	\$132,663	\$63.60	\$135,980	\$65.19	\$139,379	\$66.82

11.2 General practitioners with a vocational scope of practice registered by the Medical Council of New Zealand shall be paid on the following scale. The hourly rate is calculated on the basis of 40 hours per week and a 52 week year.

Medical practitioners who achieve a vocational scope of practice during their employment with the employer will translate to the vocationally registered scale at a step closest but higher than their current step.

Step	With effect 1 July 2021 (+1.5%)		With effect 30 June 2022 (+ 2.5%)		With effect 1 July 2023 (+ 2.5%)	
	Annual Salary	Hourly Rate	Annual Salary	Hourly Rate	Annual Salary	Hourly Rate
9	\$193,163	\$92.60	\$197,992	\$94.91	\$202,942	\$97.29
8	\$187,788	\$90.02	\$192,483	\$92.27	\$197,295	\$94.58
7	\$183,184	\$87.82	\$187,764	\$90.01	\$192,458	\$92.26
6	\$178,584	\$85.61	\$183,049	\$87.75	\$187,625	\$89.94
5	\$171,762	\$82.34	\$176,056	\$84.40	\$180,457	\$86.51
4	\$165,826	\$79.49	\$169,972	\$81.48	\$174,221	\$83.52
3	\$159,449	\$76.44	\$163,435	\$78.35	\$167,521	\$80.31
2	\$153,077	\$73.38	\$156,904	\$75.22	\$160,827	\$77.10
1	\$146,916	\$70.43	\$150,589	\$72.19	\$154,354	\$74.00

11.3 Translations of individual doctors to the salary scale at the date of the coming into force of this agreement shall be agreed by both parties based on service.

11.4 Advancement through Salary Scales

- (a) The initial placement of the employee on the applicable salary scale shall be negotiated. The negotiation will take into account the employee's years of relevant experience and issues of recruitment and retention.
- (b) Thereafter, advancement through the salary scales shall be annual, subject to satisfactory performance of the employee's agreed duties and responsibilities.
- (c) If the employer begins to develop concerns that an employee's performance may not justify advancement to the next step, those concerns must be raised with the employee in writing at the earliest practical opportunity before the due date of advancement to provide the employee with a reasonable opportunity to address them. An employee who is not notified of any such concerns before their due date shall be entitled to advance to the next step on their due date.
- (d) An employee who is declined salary advancement may seek a review of that decision by the review panel whose members shall be agreed between the employer and the Association.
- (e) Employees shall not be denied advancement if their failure to achieve satisfactory performance of agreed duties and responsibilities was due to factors beyond their control.

11.5 Equal Pay

- (a) Notwithstanding the above, no female employee shall in any case be paid less than the rate that is or would be paid to a male employee with the same, or substantially similar skills, qualification level, responsibility and service performing the same, or substantially similar, conditions and with the same, or substantially similar, degrees of effort.
- (b) The employer will audit salaries at least once per year to ensure that the principle in (a) above is being complied with. The first audit must be completed by 30 March 2022.

11.6 Absence due to Approved Unpaid Leave

Notwithstanding any of the provisions of this clause, an employee on approved parental leave shall receive their annual salary advancement on the due date, when it falls during the period of leave.

- (a) Subject to meeting the threshold of satisfactory performance an employee is entitled to receive their annual salary advancement unless they have had more than six months of approved unpaid leave in the period under review.
- (b) Employees who have had more than six months approved unpaid leave shall be paid a pro rata increase from their advancement date subject to satisfactory performance in the period worked.
- (c) The pro rata increase will be calculated on the difference between their current salary step and the next step on the salary scale.

- (d) Notwithstanding this provision, however, subject to meeting the threshold of satisfactory performance, employees are entitled to receive their full annual salary advancement if their unpaid approved leave is for the purpose of gaining further experience or professional development relevant to their duties and responsibilities.

12 Hours of Work & Job Size

- 12.1 The ordinary hours observed by employees covered by the collective agreement engaged by the Service shall not exceed 40 hours weekly, to be worked between the hours of 8.00 am – 6.00 pm daily, Monday – Friday inclusive.

The ordinary hours shall usually be worked in sessions of 4 hours as follows:

- (a) A full-time employee will work 8 clinical sessions of 4 hours per week.
 - (b) A Clinical session is usually defined as 3 hours of patient contact time with 15 minutes for a break (as in 12.3 below) and 45 minutes for follow up & paperwork.
 - (c) In addition, full-time employees (part-time employees pro-rata on number of clinical sessions) will be paid for an additional paperwork session of 4 hours each week and a 4 hour session of professional development per week (or other duration as agreed between the employee and the employer). Should the paperwork session fall on a statutory holiday it will be shifted to the next day of work.
 - (d) Clinical meeting – 1.5 hours per week during clinical session time (this is not pro-rata for part-time employees).
 - (e) Employees meeting - 1.5 hours per month during non-clinical time (this is not pro-rata for part-time employees).
- 12.2 These hours shall be continuous, except for one unpaid hour shall be allowed for lunch to be taken between the hours of 12 midday and 2.00 pm provided that this may be reduced to half an hour by mutual agreement between the employee and the Trust.
 - 12.3 A tea break of 15 minutes shall be allowed mid-morning and mid-afternoon without deduction from pay and also upon each two hours' overtime. Tea, coffee, milk, sugar and hot water shall be available at the employer's expense.
 - 12.4 Consultation time per patient shall be 15 minutes, provided that the practitioner may employ some flexibility on occasions when the practitioner deems it necessary, provided that as a rule the 15-minute consultation time is adhered to.
 - 12.5 Actual working hours (starting/finishing) times each day shall be agreed between the manager and the employee taking into account the requirements of the Practice.
 - 12.6 Patient workload will not average more than 1200 enrolled patients per FTE unless by mutual agreement between the employer and employees. Both parties will monitor and report on the situation, on a six monthly basis, with the aim of achieving a sustainable workload.
 - 12.7 **Additional Duties**
 - (a) In situations when an employee agrees to undertake additional clinical hours the following arrangement will apply. The employee concerned will be paid for that additional work at a premium hourly rate of 1.5 times the normal hourly rate.

- (b) It is agreed that in most instances there will always be more than one doctor on duty but when as a result of absence a doctor is left as the sole doctor on duty for a session or sessions he or she will be paid for these sessions at T1.5 normal rate.

12.8 Teaching Duties

The employer and employee will negotiate teaching and mentoring duties relevant to his or her expertise, experience, and employment. This negotiation will include the expectation of such duties and any relevant remuneration and time allowance.

13 Flexible and Predictable Working Hours

- 13.1 Employees may at any time request a change in their working arrangements.
- 13.2 The employer will not unreasonably withhold its agreement to such a request.
- 13.3 The employer will prioritise the requests made based on well-being concerns.
- 13.4 For this clause working arrangements includes (but is not restricted to) particular duties, hours of work, days of work, place of work and the degree of flexibility or predictability of such terms.

14 After Hours Service

- 14.1 Employees of Te Runanga o Toa Rangatira will participate in an after hours on call roster unless otherwise agreed.
- 14.2 The conditions for the provision of the after hours service presently agreed (as at the date of the coming into force of this agreement) shall continue and are appended as Schedule 2 (Porirua) and Schedule 3 (Newtown).
- 14.3 In relation to after hours service as set out in schedule 2 and schedule 3, Te Runanga o Toa Rangatira does not employ the employees. Te Runanga o Toa Rangatira is therefore not liable for compliance with employment law statutes such as the Holidays Act 2003 for such service.

15 Part-time Employees

Part-time employees shall be paid on a pro rata basis except as agreed otherwise.

16 Medical Team Leader

A medical team leader shall be elected to represent the Doctors. He or she will participate on the Clinical Advisory Group. A job description developed by the Doctors group will be negotiated for agreement with the employer and appropriate remuneration shall be agreed by the employer and the employee concerned.

17 Superannuation

The employer will make contributions of up to 3% (matching that of the employee) into the Kiwisaver Superannuation Scheme. Should the Kiwisaver Scheme be discontinued the employee may select any other recognised scheme and the employer contribution will continue unabated.

18 Payment of Salary

Salaries shall be paid weekly by direct credit to a bank account in New Zealand of the employee's choice.

19 Work Related Expenses

19.1 Reimbursement of Expenses

Full-time employees and part-time employees whose only income from medical practice is derived from their employment with one employer, shall be reimbursed the full cost of work-related expenses, including:

- (a) the annual practising certificate, including disciplinary levies;
- (b) Medical Protection Society membership or an agreed alternative;
- (c) vocational registration fee (once only);
- (d) college membership fees, where membership of the particular college(s) is necessary for the employee's employment;
- (e) membership of other approved professional associations relevant to the employee's duties and responsibilities; and
- (f) fees for accredited maintenance of professional standards (MOPS) or similar programmes including advanced vocational training fees.
- (g) The costs of vaccinations relevant to the employees duties.

Other part-time employees shall be reimbursed on a pro rata basis.

19.2 Cellular phone

A cellular phone will be provided if required for the employee's work.

20 Use of Personal Motor Vehicle

Employees shall be reimbursed the actual and reasonable costs of using their personal motor vehicle, at not less than the rates recommended by the Automobile Association (as allowed by the Inland Revenue Department), in the course of their employment, including when they are required:

- (a) to travel to and from work when on call and when making home visits;
- (b) to travel between workplaces;
- (c) to undertake any other approved travel.

Part Three – Provisions Relating to Leave

21 Annual Leave

- 21.1 All employees shall be granted four weeks' annual leave (pro rata for part time employees). Subject to the provisions below, all annual leave shall be taken in accordance with the provisions of the Holidays Act 2003.
- 21.2 On completion of their second year of continuous service employees will be entitled to an additional week of annual leave.
- 21.3 On completion of their ninth year of continuous service employees will be entitled to an additional week of leave.
- 21.4 Annual leave may be taken in one or more periods each year and leave that is not taken in one year may be accrued, provided that the maximum amount of annual leave that may be accrued at any time shall not exceed two years' annual leave.
- 21.5 However, leave may be further accrued where it is being accumulated with the intention of using it in conjunction with sabbatical leave, a period of secondment or for the purpose of overseas travel.
- 21.6 Subject to agreement, employees may take leave entitlement up to one year in advance of accrual.
- 21.7 When an employee ceases their employment, the employer shall pay them for any outstanding and accrued annual leave, at their full rate of pay.

22 Public Holidays

22.1 Holidays Act

Subject to the provisions below, all public holidays shall be taken in accordance with the provisions of the Holidays Act 2003.

22.2 Public Holidays

- (a) Employees shall be granted leave on full pay on any of the following public holidays or any days "substituted" by law
- New Year's Day
 - The day after New Year's Day
 - Waitangi Day
 - Sovereign's Birthday
 - Labour Day
 - Christmas Day
 - Good Friday
 - Easter Monday
 - ANZAC Day
 - Boxing Day

- Provincial Anniversary Day
- Matariki

- (b) An employee may be required to work or to be available to work on any of the listed public holidays (or substituted days) provided that such employees will be granted a full day in lieu, without loss of pay, on a later mutually convenient date and will be paid at time and a half for any time worked.

22.3 Public Holidays Falling During Periods of Paid Leave or on a Day Off

When a public holiday or substituted day falls during any period of annual leave, the public holiday shall not be debited against such leave.

23 Leave for Illness and Accident

- (a) The following provisions are inclusive of any provisions of the Holidays Act 2003 and any of its amendments.
- (b) Sick leave is provided to the employee when they, their spouse or someone who depends upon them for their care is sick or injured.
- (c) The employee will be entitled to ten (10) days sick leave after six months' service but, as from 1 December 2022, from the start of the date of employment.
- (d) Unused sick leave days may be accumulated from year to year to a maximum of 50 days.
- (e) Payment of sick leave will be at a relevant daily pay (i.e. pay you would ordinarily have received if you had been at work on that day).
- (f) The employee must inform the employer prior to due start time should the employee not be able to work due to sickness or injury. The employee must also provide the employer with the cause of sickness or injury and expected return to work date.
- (g) If the employee falls sick immediately prior to any annual holidays, those days will be recorded as sick leave.
- (h) If the employee falls sick during a period of annual leave the period of the illness may be debited against sick leave and annual leave entitlement will be correspondingly increased. This requires the approval of the employer.
- (i) A medical certificate will be required for any periods of 3 or more sick days (calendar days) whether the employee, spouse or someone who depends upon the employee for care is sick.
- (j) Should the employee's absence on sick leave be questionable, reoccurring or long term the employer may require a medical certificate for all absences.
- (k) Should the employee use more sick leave days than their accumulated entitlement the employer may provide sick leave on reduced or no pay.
- (l) Sick leave cannot be exchanged for cash nor will it form any part of a final payment upon termination.

24 Tangihanga/Bereavement Leave

- (a) The employee will receive leave on pay to discharge obligations and/or pay respects to a deceased person or family member with whom you had a close association. Such obligations may exist because of blood or family ties or because of a particular cultural requirement such as attendance at all or part of a tangihanga (or its equivalent).
- (b) The length of time of paid bereavement/tangihanga leave shall be 3 days, however an employee may request further leave to discharge obligations as in (a) above.

25 Parental Leave

25.1 General Entitlement

- (a) Employees are entitled to up to twelve months' parental leave without pay for births and adoptions in accordance with the Parental Leave and Employment Protection Act 1987.
- (b) Parental leave of up to six months is to be granted to employees with less than one year's service at the time of commencing leave.
- (c) Employees intending to take parental leave are required to give not less than three months' notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner certifying the expected date of delivery. The provision is waived in the case of adoption or circumstances outside the control of the employee.
- (d) Employees are required to give at least one month's notice of return to work.
- (e) The maximum period of parental leave may be taken by either the employee exclusively or may be shared by the employee and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by the employer.

25.2 Paid Parental Leave

- (a) Where an employee is granted leave in terms of Clause 25.1 above and assumes primary care of the child(ren) he/she shall be paid for a period of up to four weeks, beginning at the start of the leave period.
- (b) Where an employee is the partner of a primary caregiver (as defined in the Parental Leave and Employment Protection Act) he/she shall be paid for a period of two weeks beginning at the start of the parental leave period.
- (c) Payments in clause 25.2(a) above shall be calculated at the rate applying for the six weeks immediately preceding the cessation of duty.
- (d) Where, for reasons pertaining to the pregnancy, an employee, on medical advice and with the consent of the employer, elects to work reduced hours at any time prior to the taking of leave, then the calculation of payment for the first six weeks of leave shall be based on the proportion of full-time employment immediately prior to any such enforced reduction in hours.
- (e) Where an employee is absent on parental leave for less than six weeks, he/she shall be paid as calculated in clause 25.2(b) above for the period of leave taken.

- (f) An employee returning from parental leave may request the employer to vary the proportion of full-time employment from that which applied before the leave was taken. The granting of such a request shall be at the discretion of the employer.

26 Attendance at Professional Meetings

26.1 Given agreement of the employer, employees, including those who have been elected or seconded to positions with the organisations listed below, shall be entitled to leave on full pay to attend meetings of those bodies. Such agreement will not be unreasonably withheld. Where agreement is not reached the employee may take annual leave or leave without pay to attend

- The Ministry of Health;
- The Medical Council of New Zealand;
- Disciplinary bodies established under statute;
- Medical colleges and other relevant professional associations;
- The New Zealand Medical Association.

Note that existing arrangements for paid leave for attendance as above as at 30 June 2011 will continue to apply.

26.2 The employer may also approve paid leave for employees to attend meetings convened by other government departments and statutory bodies where the employee has been invited to attend or is doing so in their professional capacity. Applications for leave will not be unreasonably withheld.

Where fees or payments are received by the employee as a result of the activities in 26.1 or 26.2 above, the employee, in discussion with the employer, may elect to pass on these payments (minus expenses) or retain the payments given the leave is then treated as leave without pay.

26.3 Employees who are attending mandatory clinical training programmes or who are appointed by the RNZCGP or other agreed professional associations to teach and/or examine trainees for such programmes shall be granted leave on full pay to do so. Employees shall receive time in lieu for each day on which they undertake such activities on a non-working day, weekend, or public holiday.

27 Jury Service and Witness Leave

Where an employee is required for jury service or is subpoenaed before the Court as a witness the employer will continue to pay the employee's normal salary. Any fees paid to the employee by the Court must be repaid to the employer. The employee may retain any expenses paid by the Court.

28 Succession Planning

The employer will ensure that the services take tangible steps to provide early succession planning when an employee gives notice of resignation or retirement.

29 Union Leave

- (a) Up to three ASMS members shall be allowed leave on full pay to attend negotiations for the renewal of this agreement.
- (b) Employees who have been elected or seconded to positions with the Association of Salaried Medical Specialists shall be entitled to leave on full pay to attend official meetings of this body.

Part Four – Union Representation

30 Deduction of Union Fees

On the written authorisation of the employee, the employer shall deduct the union fee fortnightly (or at other authorised intervals) from the employee's remuneration. The employer shall forward these deductions to the union once the deductions are made from the employee's remuneration.

31 Right of Entry

With the employer's consent, (which shall not be unreasonably withheld) the Association's authorised representatives may enter the employer's property at all reasonable times to meet union members and prospective union members to discuss the negotiation, re-negotiation, application and enforcement of this agreement. In exercising this right, the Association's representatives shall not interfere unreasonably with the employer's business.

32 Stopwork Meetings

- 32.1 The employer shall allow Association members to attend at least two union meetings, each of up to two hours' duration, on full pay in each calendar year.
- 32.2 The Association shall give the employer at least 14 days' notice of the date and time of a union meeting.
- 32.3 The Association shall make such arrangements with the employer as may be reasonable to ensure the employer's essential activities are maintained during the union meeting.
- 32.4 Normal duties shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any Association member for more than two hours in respect of any meeting.
- 32.5 Only Association members who actually attend a union meeting shall be entitled to pay in respect of that meeting and the employer may require the Association to supply a list of members who attended and advice of the time the meeting finished.

33 Paid Employee Representatives Education Leave

- 33.1 The employer shall provide paid employee representatives education leave calculated on the basis of three days for the first eight Association members (full-time equivalent) employed by the employer and one day for every eight Association members (full-time equivalent) thereafter employed by the employer.
- 33.2 This leave is for education programmes approved by the Association. The Association shall advise the employer, with not less than three weeks' notice, of the names of the employees who will be exercising this entitlement. The provisions of this clause shall be inclusive of Part 7 of the Employment Relations Act 2000.

Part Five – Professional Matters

34 Quality Improvement Environment

34.1 Quality Improvement

- (a) In recognition of the on-going need to improve the quality of clinical services the employer is committed to providing a quality improvement environment which supports openness, honesty and the freedom to identify and admit mistakes or errors of judgement.
- (b) It is recognised that there is a difference between errors that may be defined as normal variations in performance and those errors resulting from negligence. Within this context there is no place for a punitive reaction to errors that are not the result of negligence.
- (c) The employer and employees are committed to fostering this environment, and to this end will work together to implement quality improvement initiatives including credentialing.
- (d) The employer is committed to accreditation in both Cornerstone and Te Wana.

35 Joint Consultation Meetings

Representatives of the employer, the ASMS advocate and two employees who are members of the ASMS and covered by this collective will meet twice per year to consider matters of mutual interest, exchange issues and discuss and/or share information relevant to the terms and conditions of this CEA and the employment of ASMS members.

36 Professional Development and Education

The employer recognises the importance of actively encouraging their employees to undertake professional development and education.

36.1 Continuing Medical Education

- (a) The employer requires employees to be fully informed, and where possible, practised in developments within their profession. To facilitate this, employees will be entitled to continuing education leave for 5 working days (pro rata as per the table below) each calendar year, plus the agreed reasonable travelling time. This provision may be accumulated for three years' entitlement.

	CLAUSE APPLICATION AS FROM 1 JULY 2013 (FOR CURRENT EMPLOYEES EMPLOYED AT THE DATE OF THE SIGNING OF THIS AGREEMENT)	CLAUSE APPLICATION AS FROM 1 JULY 2013 (FOR NEW EMPLOYEES EMPLOYED AFTER THE DATE OF THE SIGNING OF THIS AGREEMENT)
Full-time Employees	Full Benefit	Full Benefit
Part-time Employees (0.5FTE +) TROTR only	Full Benefit	Full Benefit
Part-time Employees (less than 0.5FTE) TROTR only	Full Benefit	Pro rata Benefit
Part-time Employees With other income from medical practice	Pro rata Benefit	Pro rata Benefit

- (b) Employees appointed for less than six months or employees with more than six months' service shall be reimbursed actual and reasonable expenses up to \$5,000 per annum (GST exclusive) as per the conditions relating to leave in 36.1(a) above. The employer may agree to payments above this level at their discretion.
- (c) Leave under clause 36.1(a) and expenses under clause 36.1(b) shall be subject wherever possible to approval by the service manager/clinical leader.
- (d) Employees shall receive time in lieu for each day on which they undertake approved continuing medical education or professional development on a non-working day, weekend day or public holiday. The granting of time in lieu will result in an equivalent deduction from the employees CME leave entitlement as per 36.1(a) above.

36.2 Professional and Organisational Leadership

Employees may receive leave with pay to participate in programmes, courses, conferences and other activities related to the development of professional or organisation leadership as approved by the employer. Where agreed and appropriate this leave may be deducted from employees' CME leave allowance under clause 36.1(a).

37 Research & Publications

The employer shall encourage employees to undertake research relevant to their expertise, experience and employment and to present the results of such research at appropriate scientific meetings and to publish papers and books.

38 Intellectual Property Rights

- 38.1 The parties recognise that both the employer and employees have legitimate interests in the ownership of copyright and other intellectual property rights which may be developed by employees in the course of their employment.
- 38.2 The parties further agree that their respective interests will be reflected by their respective contributions to the development of those rights. Accordingly, they agree to share any material proceeds or other benefits arising from those rights in proportion to their respective contributions.

39 Professional & Patient Responsibility & Accountability

The parties recognise:

- (a) the primacy of the personal responsibility of employees to their patients and the employee's role as a patient advocate;
- (b) that employees are responsible and accountable to the statutory authorities such as the Medical Council including their relevant policy statements and guidelines; and
- (c) that employees are responsible and accountable to the ethical codes and standards of relevant colleges and professional associations.

40 Public Debate & Dialogue

- 40.1 In recognition of the rights and interests of the public in the health service, the employer respects and recognises the right of its employees to comment publicly and engage in public debate on matters relevant to their professional expertise and experience.
- 40.2 In exercising this provision, employees shall, prior to entering into such public debate and dialogue, where this is relevant to the employer, have advised and/or discussed the issues to be raised with the employer.

41 Patient Safety

- 41.1 Employees who have serious concerns over actual or potential patient safety risks shall make every reasonable effort to resolve them satisfactorily with the employer.
- 41.2 Where either the Association or the employer believes that the serious concerns remain unresolved, they shall develop a process for resolution of these concerns.

42 Investigations of Clinical Practice

- 42.1 The purpose of this clause is to address performance concerns relating to clinical practice and its impact on patient safety. It is not intended for use where the concern, on the face of it, does not reflect adversely on the practitioner's clinical competency.
- 42.2 The employer shall investigate fairly, thoroughly and as quickly as reasonably possible any complaints it receives or concerns it may have that raise serious questions about the employee's standards of clinical practice.

- 42.3 Before undertaking such an investigation, at the earliest practical opportunity after becoming aware of the complaint or concern, the employer shall advise the employee of the complaint or concern and that it proposes to undertake an investigation. At the same time, the employer shall give the employee written advice of the concern and/or, where applicable, a copy of the complaint and advise them of the identity of the complainant or person who brought the particular concern to the notice of the employer.
- 42.4 Before making a final decision to proceed with an investigation, the employer shall give the employee reasonable time to comment. At this stage in the process, the employer may decide not to investigate the concerns further itself but to refer them to the appropriate external professional body.
- 42.5 If the employer decides to proceed with an investigation, the employer must closely consult the employee about the terms of reference of the investigation and who the investigator or investigators will be.
- 42.6 The employer shall ensure the investigation is undertaken as sensitively as reasonably possible with respect to the employee and will encourage the employee to seek appropriate professional and other support throughout the process.
- 42.7 Pending the results of the investigation, if the employer believes on reasonable grounds that the nature of the complaint or concern raises a serious and ongoing risk of harm to a third party should the employee continue to practice without restriction, after consulting the employee, it may impose restrictions on the employee's clinical practice, provided that such restrictions shall be kept to the absolute minimum consistent with the need to avoid risk or harm to a third party. During the period of the restrictions, the employee shall continue with their other duties and receive full pay for all duties they would otherwise have undertaken.
- 42.8 The restrictions shall automatically lapse after four weeks, at which time the employee shall resume ordinary duties, unless in the meantime, a panel of three senior medical practitioners, at least one of who was nominated by the affected employee, has reviewed the need for the restrictions and recommended they be maintained. The panel may recommend that the restrictions be varied.
- 42.9 An employees practice may not be restricted for more than three months unless a second panel of three senior medical practitioners, none of whom shall be employees of the employer has reviewed and endorsed in writing the need for such restrictions. The members of the second panel, which shall have the authority to lift, maintain or vary the restrictions.
- 42.10 The employer and the affected employee may agree to vary any of these provisions.

Part Six – General Terms

43 Consultation

- 43.1 The parties to this agreement acknowledge that change in the health service may be required to ensure the efficient and effective delivery of health services. Furthermore, the parties recognise that they have a mutual interest in ensuring that health services are provided efficiently and effectively and that each has a contribution to make in this regard. The involvement of employees will contribute to:
- (a) improved decision-making;
 - (b) greater co-operation between employees and the employer; and
 - (c) a more harmonious, effective, efficient, safe and productive workplace;
 - (d) accordingly, the parties commit themselves to a process of regular consultation with one another and affected employees on all matters of mutual concern and interest.
- 43.2 In accordance with this acknowledgement and commitment, when an employer proposes any review that might result in significant changes to either the structure, staffing or work practices affecting employees the employer shall invite the employees concerned to participate in the review at the earliest practical opportunity. When the implementation of decisions arising from any such review might result in redundancy, the procedures in clause 43 shall be adopted.
- 43.3 Before the employer undertakes any review which might impact on the delivery or quality of clinical services, it shall consult their employees and seek the endorsement of the employees as to the purpose, extent, process and terms of reference of such a review.
- 43.4 The employer will advise affected employees of the recommendations of any concluded review in order to ascertain whether there are any serious professional or clinical concerns. In the event of such concerns the employer will either endeavour to satisfactorily resolve them with the employee.
- 43.5 Through this process the employees may engage support advice including that of the Association.

44 Termination of Employment

- 44.1 Four weeks' notice of termination of employment will be given by either party in writing. If the appropriate notice is not given, payment or forfeiture of the notice period or unexpired period of notice in lieu thereof will be made.
- 44.2 Nothing shall prevent termination without notice of the employee in the event of serious misconduct.
- 44.3 If the employee is absent from work for more than two consecutive working days without notifying the employer and/or without the employer's consent, the employee will be deemed to have abandoned employment.

45 Redundancy

45.1 The employer shall advise the Association in writing of any impending redundancy at least one month before it is expected to occur. The purpose of this period is to give reasonable time for the parties, including the affected employee(s), to discuss the situation, consider the options available to them and to negotiate an agreement.

- (a) Options that might be considered when a redundancy exists include, but are not necessarily limited to:
- no change or reconfirmation in present position;
 - reassignment or redeployment to a new role;
 - reduction in hours, with severance based on loss of hours provided that no payment shall be made for a reduction in hours worked on rostered after-hours on-call duties [refer clause 12.2(d)];
 - natural attrition;
 - leave without pay;
 - early retirement;
 - retraining;
 - termination of employment and payment of severance;
 - any combination of the above.
- (b) To ascertain which of the above should be applied to any affected individual the following principles should apply.
- (c) Severance will be paid when the employee's employment is terminated and paid pro rata where the employee's hours are reduced.
- (d) Where reconfirmation (ie, appointment to the same job, with the same conditions, albeit in a reconfigured service) can occur, that option shall be adopted and no severance is payable.
- (e) Severance will not be paid where the employee remains in essentially the same position but agrees to an increase in their hours or job size.
- (f) Severance payments will be calculated according to the following formula:
- four weeks' base salary; plus
 - one week's base salary multiplied by the number of years of service minus one, up to a maximum of 10; plus
 - where the period of total aggregated service is less than 11 years, 1 week's base salary multiplied by the number of months since the employee's last anniversary date then divided by 12.

45.2 Technical Redundancy

If the employee's employment is being terminated because of the sale or transfer of the whole or part of the employer's business, nothing in this agreement shall require the employer to pay compensation for redundancy to the employee if the person acquiring the business or the part being sold or transferred:

- (a) has offered the employee employment in the business or the part being sold or transferred; and
- (b) has agreed to treat service with the employer as if it were service with that person and as if it were continuous; and
- (c) the conditions of employment offered to the employee by the person acquiring the business or the part of the business being sold or transferred are the same or similar as, and are no less favourable than, the employee's conditions of employment, including:
 - any service related conditions; and
 - any conditions relating to redundancy; and
 - any conditions relating to superannuation;
 - under the employment being terminated.
- (d) the offer of employment by the person acquiring the business or part of the business being sold or transferred is an offer to employ the employee in that business or part of the business either:
 - in the same or similar capacity as that in which the employee was employed by the employer; or
 - in any capacity that the employee is willing to accept.

46 Rights of Medical Practice and Conflict of Interest

- 46.1 The employer recognises the right of employees to engage in other medical practice but not in such a way that would give rise to a conflict of interest.
- 46.2 Employees exercising this right shall not knowingly allow it to affect adversely the performance of their contractual obligations with the employer. On request the employee shall advise the employer of either their intention to commence other medical practice or that they are undertaking other medical practice.
- 46.3 Before the employee does anything that might compete against the material interests of the employer, eg., compete against the employer for contestable funding, the employee shall consult with the employer in an effort to avoid a conflict and reach agreement on the matter.
- 46.4 The parties accept that in the absence of their reaching an agreement in respect of any possible conflict of interest, legal remedies are available to them, including the option of termination of employment.

47 Locums

- 1.8 The employer undertakes to take reasonable steps to fill all gaps or vacancies except where the employer and affected employees reach agreement over satisfactory alternative arrangements.

- 1.9 Should employment of a locum not be feasible within 1 week then alternative arrangements for service delivery shall be made and/or appropriate compensation for increased workload or work pressure agreed with the employee(s) affected.
- 1.10 Notwithstanding any of the above, an employee shall not be required to undertake additional duties and responsibilities caused by an absence of an employee(s) beyond a reasonable period of time.

48 Job Descriptions

Job descriptions will be mutually agreed between the employee and the employer. The mutually agreed job description as at the time of signing is attached as Schedule 1.

49 Protective Clothing

- 49.1 Where the employer requires an employee to wear a particular uniform, this shall be supplied free of charge but shall remain the property of the employer. Suitable personal protective equipment and/or clothing shall also be provided at the employer's expense where the duty involves a risk of excessive soiling or damage to uniforms or personal clothing, or cross-infection or transmission of illness to the employee or their whanau.
- 49.2 All items of uniform clothing supplied by the employer shall be laundered or dry-cleaned at the employer's expense, as and when required. Each case is to be determined on its merits by the employer.
- 49.3 Damage to personal clothing - an employee may, at the employer's discretion, be compensated for damage to personal clothing worn on duty, or reimbursed dry-cleaning charges for excessive soiling which did not occur as a result of the employee's negligence or failure to wear the protective clothing available. Each case shall be determined on its merits by the employer.
- 49.4 Personal Protection Equipment (PPE) will be checked annually for fit and fitness for purpose.

50 Employers' Policies, Procedures and Personal Files

- 50.1 The parties acknowledge the right of an employer to develop its own internal policies and procedures. However, such policies and procedures are not incorporated within this agreement and to the extent that there is any inconsistency between an employer's policies or procedures and a provision of this agreement, the provision of this agreement will prevail.
- 50.2 Employees are entitled to have reasonable access to their personal file held by the employer who will advise them of any significant amendments.

51 Medical Examinations

Where the employer has good reason to be concerned that an employee's performance of their duties and responsibilities may be affected by their health, the employer is entitled to require the employee to undergo a medical examination by a mutually agreed medical practitioner(s) who may, where necessary and subject to the provisions of the Privacy Act, report to the Medical Council.

52 Appointment Process

52.1 Prior to a decision being made regarding the need to fill or create a vacancy for a general practitioner to a permanent position or a temporary position of more than three months' duration the employer shall consult the employees covered by this agreement as to the need for such an appointment, the nature and level of skills and experience sought and the job description for the appointment.

52.2 A general practitioner nominated by the employees covered by this agreement shall form part of the appointments committee.

52.3 The parties acknowledge the importance of thorough checking of qualifications and other relevant details of the candidate about to be appointed including accuracy and veracity of referee reports.

52.4 Fixed Term Appointments

An employee may be engaged for a fixed-term provided there are genuine reasons based on reasonable grounds for the particular fixed-term appointment. The employer shall advise the employee of those reasons at the time of the appointment and record them in the letter of appointment or job description.

53 Facilities and Equipment

53.1 The employer will provide good quality, suitable and safe workplace conditions, resources and accommodation.

53.2 The employer will ensure that employees have reasonable access to relevant journals, publications, other literature, and email and internet facilities in order that they are able to fulfil the requirements of their job descriptions.

53.3 Breast Feeding

The employer will ensure that appropriate facilities and breaks are provided for an employee who is breastfeeding and wishes to breastfeed or express milk etc in the workplace.

54 Other Relevant Legislation

The provisions of the following Acts, or any Acts passed in substitution for these Acts, shall apply:

- Injury Prevention, Rehabilitation and Compensation Act 2001
- Health and Safety at work Act 2015
- Holidays Act 2003
- Human Rights Act 1993
- Income Tax Act 2007
- Health Practitioners Competence Assurance Act 2003
- New Zealand Bill of Rights Act 1990
- Privacy Act 2020
- Smoke Free Environments Act 1990
- Wages Protection Act 1983.

Part Seven – Settlement of Disputes and Personal Grievances

55 Mediation and Adjudication

- 55.1 The parties are committed to negotiated outcomes. If a negotiated settlement for a claim for a collective agreement has not been arrived at, the parties agree that either party may refer disputed matters to the Mediation Services for mediation and that the parties agree to participate in the mediation process in a genuine attempt to reach a settlement.
- 55.2 If a dispute still remains which cannot be resolved by either negotiation or mediation, before considering strike or lock-out action, as applicable, the parties will meet to consider a possible adjudication process to resolve outstanding issues.

56 Resolution of Employment Relationship Problems

This clause sets out how employment relationship problems are to be resolved.

56.1 Definitions

(a) An **employment relationship problem** includes:

- a personal grievance
- a dispute
- any other problem relating to or arising out of the employment relationship but does not include any problem with the determination of new terms and conditions of employment.

(b) A **personal grievance** means a claim that an employee:

- has been unjustifiably dismissed; or
- has had their employment, or their conditions of employment, affected to their disadvantage by some unjustifiable action by the employer; or
- has been discriminated against; or
- has been sexually harassed in their employment; or
- has been racially harassed in their employment; or
- has been subjected to duress in relation to membership or non-membership of a union.

(c) A **dispute** is a disagreement over the interpretation, application or operation of an employment agreement.

56.2 Notice Period

If an employee wishes to raise a personal grievance they must raise the grievance with their employer within 90 days of the date of the action alleged to amount to a personal grievance occurring or coming to the notice of the employee whichever is the later.

56.3 Raising Employment Relationship Problems

- (a) Any employment relationship problem should in the first instance be raised by the employer with the employee or the employee with the employer as soon as possible.
- (b) The employee and/or the employer are entitled to seek advice and assistance from their chosen representative in raising and/or discussing the problem.
- (c) If the employee wishes to raise the employment relationship problem with the employer in writing or the matter is not resolved when the employee raises the problem with the employer, the employee should submit to the employer written notice of the personal grievance, dispute or problem, covering the following points:
 - details of their grievance, dispute or problem; and
 - why he/she feels aggrieved;
 - what solution he/she seeks to resolve the grievance, dispute or problem.
- (d) The employee and the employer shall meet to discuss and attempt in good faith, to resolve the employment relationship problem.

56.4 Mediation

- (a) Where the employment relationship problem is not resolved by the parties in discussions, the employer or the employee may, without undue delay, seek the assistance of the mediation service division of the Department of Labour.
- (b) Both parties must co-operate in good faith with the mediation service in a further effort to resolve the problem.
- (c) The employee and employer acknowledge that the service provided by the mediation service is confidential and if it does not resolve the problem is without prejudice to the parties' positions.
- (d) Any settlement of the problem agreed to by the parties and signed by the mediator will be final and binding.

56.5 Employment Relations Authority

If the problem is not resolved by mediation, either party may refer the problem to the Employment Relations Authority for investigation and determination.

56.6 Employment Court

If either party is dissatisfied with the determination of the Employment Relations Authority it may appeal the Employment Relations Authority's determination to the Employment Court.

Dated this 14th day of December 2021

AUTHORISED representative
of the UNION PARTY

AUTHORISED representative
of the EMPLOYER PARTY



Lloyd Woods

Senior Industrial Officer

For the

**ASSOCIATION OF SALARIED MEDICAL
SPECIALISTS**



Jennie Smeaton

Chief Operations Officer

For the

Te Runanga o Toa Rangatira



Schedule 1 Mutually Agreed Job Description

The Visions, Mission, Values and Competencies of the employer may be amended, replaced or deleted at the sole discretion of the employer. Their inclusion in this job description have been agreed to by the parties.



Te Runanga o Toa Rangatira Inc.

Job Description – Rata Hauora/General Practitioner

**Ngā moemoeā, te whāinga, ngā Tikanga
o Te Runanga o Toa Rangatira Inc**
Vision, Mission, Values, and Competencies

Te moemoeā o te Runanga o Toa Rangatira Inc (Vision)

Kia tu ai a Ngāti Toa Rangatira; Hei iwi Toa, hei iwi Rangatira

Ngāti Toa is a strong, vibrant and influential iwi, firmly grounded in our cultural identity and leading change to enable whānau wellbeing and prosperity.

Te whāinga o te Runanga o Toa Rangatira Inc (Mission)

Empowering our whānau, reclaiming our iwi self-determination, revitalising our environment; through leadership, innovation, connectedness and exercising our rangatiratanga.

Te moemoeā o te Hauora o Ora Toa (Primary Health Organisation's Vision)

Ora Toa PHO is committed to improving the health and wellbeing of communities by providing support and services that are; available, accessible, affordable, coordinated and comprehensive; ensuring continuity of care.

Ngā tikanga o te Runanga o Toa Rangatira Inc

The Values of Te Runanga o Toa Rangatira

To achieve its vision, our existence and purpose will remain Kaupapa Māori centred.

Ahi Ka

Sustainability of our Ngāti Toatanga.

Kotahi Tatau

Inspiring unity and connection.

Whakatau Tika

Acting with honesty & integrity.

Kaitiakitanga

Sustaining our people and resources.

Wairuatanga

Our connection to te ao wairua.

Whanaungatanga

Connectedness and kinship.

Manaakitanga

Enhancing mana through excellence, generosity and hospitality.

Rangatiratanga

Visionary and courageous leadership.

Ngā tikanga o te Hauora o Ora Toa

The Values of Ora Toa Primary Health Organisation

Ahi Kaa

To promote the health and wellbeing of individuals, whanau and community.

Rangatiratanga

Holding true to our identity and keeping our place.

Whakapapa

To accept that Te Runanga o Toa Rangatira Services were founded on and will continue to be connected to its Ngāti Toa origins.

Whanaungatanga

To value and share our knowledge and understanding with the people who use our services so that we will also learn from them.

Manaakitanga

To act in ways which respect all who use our services.

Kotahi Tatou

To advance the principle of unity of purpose and direction.

Kaitiakitanga

Uphold the desire of our communities to have good health.

Wairuatanga

To acknowledge the importance of spirituality and its connection to wellbeing.

Whakatau Tika

Act honestly & with integrity

Ngā matatau (Competencies)

Upholds the Visions and Values

- Keeps the organisation's vision and values at the forefront of decision making and actions.

People Centred

- Makes people and their needs a primary focus of all actions; develops and sustains productive relationships.
- Appreciates and fosters the capabilities, insights, and ideas of all people and works effectively with people of diverse cultures, style, ability, and motivation.

Safety and Quality Focused

- Actively upholds safety standards and identifies and corrects risks that affect the safety of all people in all interactions.
- Accomplishes tasks by considering all aspects of the job including issues and opportunities and accurately checking plan against policy, procedures and processes.
- Maintains stable performance under pressure and handles stress in a manner that is acceptable to others and to the organisation.
- Supports, promotes and actively participates in the organisation's commitment to environmental sustainability.

Contributes to Team Success

- Builds positive working relationships and actively participates as a member of a team to move the team toward the completion of goals.
- Develops collaborative relationships (internal and external) to facilitate the accomplishment of the organisation's goals.

Upholds Professional and Work Standards

- Effectively manages time and resources to ensure that work is completed efficiently.
- Sets a high standard of performance for self and others and assumes responsibility and accountability for the successful completion of tasks.
- Actively identifies new areas of learning, keeps up with current developments and trends in areas of expertise, and uses and shares newly gained knowledge and skill in the job.
- Clearly communicates information and ideas through a variety of methods to people in a manner that engages and helps them understand and retain the message.

Takes Initiative and Furthers Innovation

- Actively and promptly acts to accomplish the goals of the individual, team and organisation.
- Identifies innovative solutions by suggesting different and novel ways to deal with work problems and opportunities.

Te Mahi o Te Runanga o Toa Rangatira Inc

The Role

Te mahi (Role)

Rata Hauora (General Practitioner)

Ngā wāhi (Location)

The GP will work from the practice rooms within the Ora Toa group. Currently these are located at, Cannons Creek, Takapuwahia, Mangavin Ave, Waitangirua and Rugby Street, Mount Cook, Wellington. In addition to these clinic locations, GPs will be expected to work as required in locations within the communities of our patient population on house calls and at mobile clinics or other venues.

The Employee may also be asked to work from other Te Runanga o Toa Rangatira sites as necessary.

The Employee may also be placed at any of the other PHO services of Te Runanga o Toa Rangatira for training, education, support and experience purposes as these activities necessitate.

Ngā kaiwhakahaere (Accountability)

Reports to the appropriate Manager or to another Manager when allocated from time to time.

For clinical practice matters to Clinical Lead – General Practitioner.

Te whāinga o te mahi (Purpose)

The Medical Staff of Ora Toa Medical Centres will provide a high standard of personal primary and continuing care to individuals and families within our patient population. They will integrate physical, psychological, social and spiritual factors in their consideration about health and wellness and will work in collaboration with both TROTR health workers and other health providers to support the excellent care of our clients. Well health promotion, disease prevention and curative medicine will be practiced in an integrated way.

Te arotahi matua (Role Requirements)

General:

- Upholds Vision and Values across all aspects of the role.
- Maintains the competency requirements throughout employment.
- Actively engages with all people to sustain productive relationships.
- Continually works with Quality and Health & Safety at the forefront of thinking and within all relevant policy, laws and regulations.
- Uses materials and supplies economically and taking into consideration the financial and environmental impact.
- Actively works collaboratively across all areas of Te Runanga o Toa Rangatira Inc.
- Attends and contributes to team meetings.
- Provides support to other services as required including working directly with other services.

- Continually upholds professional and work standards and seeks ongoing professional development.
- Actively identifies innovation and process improvement with an aim to contribute to improved outcomes.

General Practitioner Specific:

- Our General Practitioners work to the standards of clinical care established by the Royal College of General Practitioners and will ensure that they remain current in their practices through ongoing training and peer supervision.
- Participation in Ministry of Health and/or District Health Board committees/working groups as agreed.
- Participation in Ora Toa Community Health Services activities as agreed.
- Communication about personal activities or movements and discussion about their impact on team functioning and patient care (e.g. absence or holidays discussed care of chronic patients with other health team members).
- Actively encourage the development of trainees placed with the practice by:
 - Communicating with other clinical staff to facilitate a full and accurate assessment of trainees capability;
 - Spending non-patient contact time, as available, discussing client care issues with trainees ensuring the full consideration of integrated health factors as outlined in the aims of this job description;
 - With due consideration and consent offer opportunities for trainees to practice with active supervision.
- Ensure thorough and accurate patient notes are maintained.
- Contribute as appropriate to the design of Service population profile and patient management information systems.
- As far as is practicable comply with Services appointment timetable.
- Practical, comfortable, appropriate and tidy dress.
- As much as possible ensure your own wellness and fitness to practice.
- Participation in peer supervision.
- Participate in Patient satisfaction survey;
- Participate in relevant Clinical audit.

Ngā tohu mātauranga, Tiwhikete, Heke Mātauranga, Akoranga mahi ā-rehe, Whakangungu

Qualifications, Certifications, Training & Experience Required for the Role

- Holds a current registration with the Medical Council of New Zealand Te Kaunihera Rata o Aotearoa (Annual Practising Certificate).
- Holds a current CPR Certificate to a minimum Level 5.
- Currently holds Medical Protection Society membership or agreed alternative.
- Membership of the Royal New Zealand College of General Practitioners Te Whare Tohu Rata o Aotearoa desirable.
- Experience in a Patient Management System preferred.
- Working knowledge of office technology and ideally Office 365.

Ngā tohu me whai tonu, Tiwhikete, Heke Mātauranga, Akoranga mahi ā-rehe, Whakangungu

Ongoing Qualifications, Certifications & Training Required for the Role

- Maintains a current registration with the Medical Council of New Zealand Te Kaunihera Rata o Aotearoa (Annual Practicing Certificate).
- Maintains a current CPR Certificate to a minimum Level 5.
- Maintains Medical Protection Society membership or agreed alternative.
- Maintains membership of the Royal New Zealand College of General Practitioners Te Whare Tohu Rata o Aotearoa.
- Completes Code of Rights training at commencement in role and as required throughout.
- Completes Orientation process including any specific role related orientation.
- Completes Privacy training at commencement in role and as required throughout and ensure Privacy Principles are maintained.
- Maintains current knowledge and work within Clinical Best Practice Guidelines.
- Completes Bi-cultural/Te Tiriti o Te Waitangi training at commencement in role and as required throughout.
- Completes Family Violence Intervention training at commencement in role and as required throughout.

Schedule 2 After Hours Service (Porirua)

As per Schedule 2 'Te Runanga O Toa Rangatira Doctors' Collective Agreement 1 July 2007 until 30 June 2009'.

Schedule 3 After Hours (Newtown)

As per Schedule 3 'Te Runanga O Toa Rangatira Doctors' Collective Agreement 1 July 2007 until 30 June 2009'.