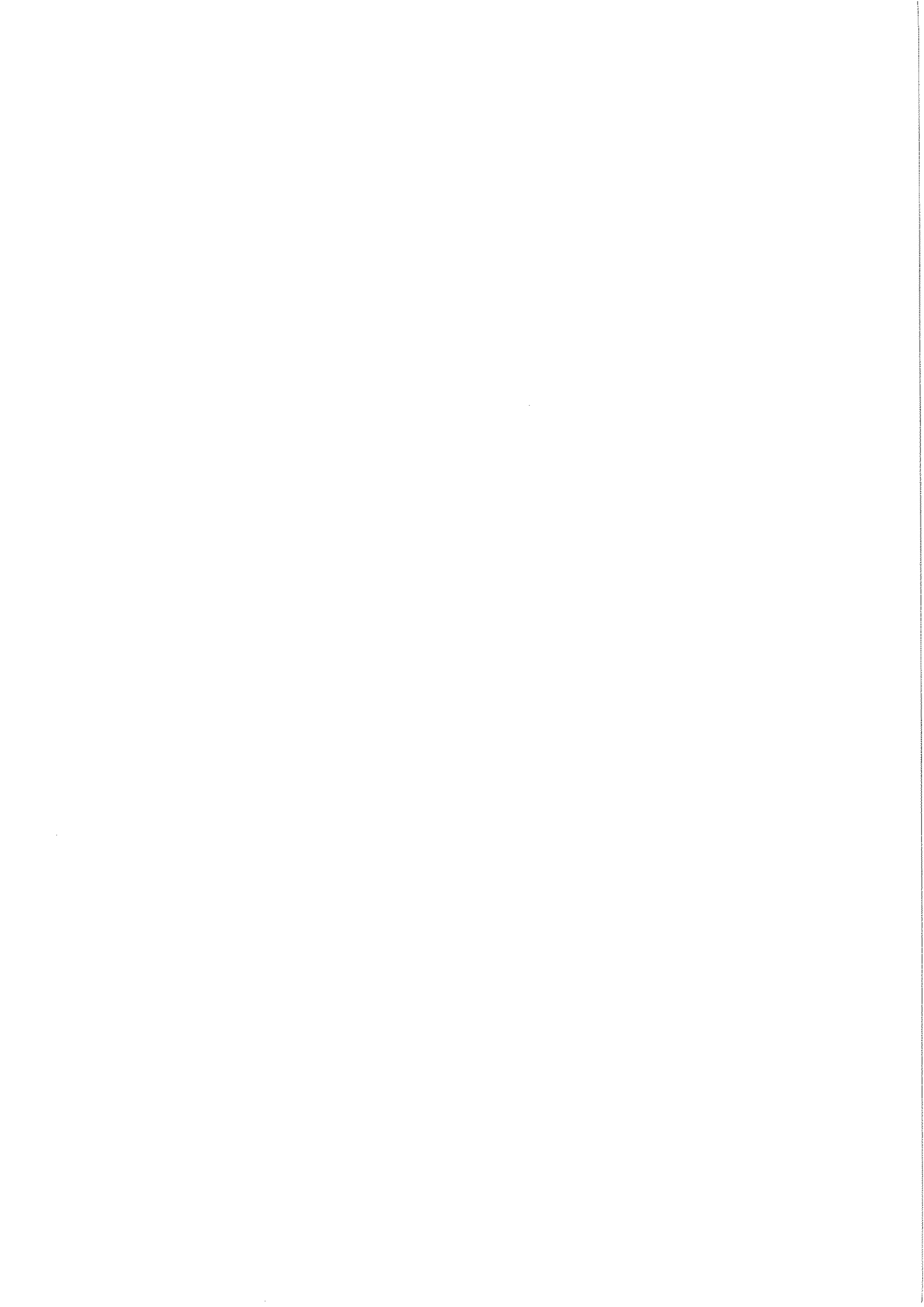


WAITAKI DISTRICT HEALTH SERVICES COLLECTIVE AGREEMENT

1 JULY 2016 – 30 JUNE 2019



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PART ONE - COVERAGE OF THE AGREEMENT

This document sets out core terms and conditions of employment for medical officers covered by this Agreement employed by Waitaki District Health Services. It provides a set of minimum terms and conditions of employment that underpin each employee's job description and any additional terms and conditions of employment which may be negotiated and agreed.

The provisions of this Agreement are minima only. Any agreement between the employer and any one or more employee(s) that provides for terms and conditions of employment which are as favourable or more favourable in respect of that employee or those employees is hereby deemed to be not inconsistent with this Agreement.

1 APPLICATION OF AND PARTIES TO COLLECTIVE EMPLOYMENT AGREEMENT

This Agreement is made pursuant to Sections 51-56 of the Employment Relations Act 2000.

1.1 The parties to this Agreement shall be:

- (a) the Waitaki District Health Services hereinafter referred to as "the employer"
- (b) the Association of Salaried Medical Specialists hereinafter referred to as "the Association".

1.2 This Agreement shall be binding on the parties to it.

1.3 This Agreement applies to any registered medical practitioner who is employed by Waitaki District Health Services, and who is:

- a member of the Association, and
- whose duties include the practice of medicine or dentistry, as defined from time to time by the New Zealand Medical Council, and
- who is required as a condition of their employment to hold a current practising certificate, other than:
- any house surgeon or house physician, and
- any registrar who is participating in a vocational training programme (excluding educational training programmes).

1.4 Any new employee who comes within the coverage clause (Clause 1.3) of this Agreement and who is engaged by the employer after the date of the Agreement coming into force shall in the first instance be offered in writing the opportunity to be covered by this Agreement. This will include information about the Association and how to contact it. This will also apply after the expiry date while negotiations for a replacement Agreement are underway.

1.5 'This collective agreement replaces the previous collective employment agreement and comes into force on 1 July 2016 and expires on 30 June 2019. Negotiations for a replacement agreement will, unless otherwise agreed, commence no later than one month before the expiry date.'

- 1.6
- (a) The parties acknowledge that an essential feature of any employment relationship is that it be based on mutual trust and confidence between the employer and the employee.
 - (b) The parties undertake to behave towards one another in a manner that will maintain and strengthen such trust and confidence.
 - (c) 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.

- (d) For their part, the employees who are covered by this Agreement undertake to apply themselves diligently and conscientiously to the discharge of those obligations.
- 1.7
- (a) The parties accept that there may be matters identified within this Agreement or that circumstances might arise during its term that warrant the negotiation of a variation to this Agreement prior to its expiry date.
 - (b) Any agreement to vary the contents of this Agreement requires the consent of the parties and shall be recorded in writing.

2 DEFINITIONS

In this Agreement:

- 2.1 "Full-time employee" means any employee employed under this agreement for forty (40) hours or more on average each week.
- 2.2 "Medical Specialist" means any medical practitioner who has a vocational scope of practice registered by the Medical Council under the Health Practitioner Competence Assurance Act 2003 in one of the approved branches of medicine and who is employed in either that branch of medicine or in a similar capacity with minimal oversight.
- 2.3 "Medical Officer" means any medical practitioner registered by the Medical Council under the Health Practitioner Competence Assurance Act 2003 and who falls within the coverage clause of this Agreement and who is not a medical specialist
- 2.4 "Part-time employee" means any employee employed under this agreement for less than forty (40) hours on average each week.
- 2.5 "Service" means service as a salaried medical practitioner in New Zealand
- 2.6 "Non-clinical duties" means duties not directly associated with the diagnosis or management of a particular patient. They may include administration, attendance at departmental meetings, formal teaching sessions, audit or other quality assurance activities and personal professional development, including journal reading and research. Duties associated with managerial or leadership roles are not to be included as part of an employee's non-clinical time.

PART TWO - REMUNERATION AND REIMBURSEMENTS

3 SALARIES

3.1 Agreement to Vary

The parties agree upon settlement of the ASMS National DHB MECA covering the terms and conditions of employment of senior medical officers and specialists at DHBs that any improvements to salaries and CME expenses will be passed on to the employees covered by this Agreement by way of variation under clauses 3.2 and 3.3.

3.2 Medical Officers (General Registrant)

Medical officers shall be paid a base salary in accordance with the scale set out below. The salary is for a job size as set out in clause 5.1 below.

Step	Current	As per ASMS National DHB MECA
12	166,000	
11	159,250	
10	154,500	
9	150,000	
8	145,250	
7	140,750	
6	136,000	
5	131,500	
4	126,750	
3	122,250	
2	118,250	
1	114,250	

3.3 Medical Specialists

Medical specialists shall be paid an annual base salary in accordance with the scale below. This base salary is for a job size of 40 hours a week.

Step	Current	As per ASMS National DHB MECA
13	216,500	
12	208,000	
11	201,000	
10	196,000	
9	191,000	
8	186,000	
7	181,000	
6	176,000	
5	171,000	
4	166,000	
3	161,000	
2	156,000	
1	152,000	

3.4 Advancement through Salary Scales

- (a) The initial placement of an employee on the applicable salary scale shall be negotiated between the prospective employee and employer, in consultation with the clinical director (or equivalent) of the applicable service, taking into account and factors such as years of relevant experience and qualifications. To ensure maintenance of internal equity, placement of new employees shall take into account relevant years of experience and relevant qualifications, and align with step placement of the existing employed workforce with similar levels of qualification and experience.
- (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 a 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.

3.5 On-Call Allowance (Second On-Call)

Employees who are required to be on rostered second on-call shall receive an on-call allowance, as a retainer for being on-call, for each period they are on call at the rate of two hours paid time at their normal hourly rate.

NB: A period is defined as from 5pm to 8am the following day from Monday evening to Friday morning

Weekend second on call is defined as from 5pm Friday to 8 am Monday and is remunerated at a flat rate of \$1700 per weekend.

3.6 Superannuation

The employer will provide to employees a superannuation subsidy at the rate of \$1 for each \$1 an employee contributes to a maximum of 6% of gross taxable earnings. The subsidy will be paid into a recognised superannuation scheme, or retirement savings plan consistent with such schemes, selected by the employee. This entitlement will not apply to locum or fixed term appointments. The employer's obligation under this clause are inclusive of all the employer's statutory obligations under the Kiwisaver Act 2006.

4 MISCELLANEOUS PROVISIONS RELATING TO SALARY

4.1 Payment of Salary

Salaries shall be paid by direct credit to a bank account on receipt of the appropriate written authority from an employee. In the event of a direct credit not being able to be actioned, the amount of salary due to the employee shall be paid direct to the employee by cheque.



4.2 Overpayment Recovery Procedures

Attention is drawn to the Wages Protection Act 1983. The provisions of this Act, or any amendment or Act passed in substitution for this Act, shall apply.

5 HOURS OF WORK AND JOB SIZE

- 5.1 An employee's hours of work and job size shall be mutually agreed and should objectively reflect the requirements of the service and the employee's duties and responsibilities, as detailed in their agreed job description.
- 5.2 NB: Agreed hours of work will be in accordance with the roster covering the period Monday to Sunday. The normal hours of duty inclusive of hours of availability on a one-in-four on-call roster are 104 per fortnight. for Medical Officers
- 5.3 An employee's job size is an assessment of the average number of hours required to undertake an employee's:
- (a) routine duties and responsibilities, including scheduled activities, e.g. clinics, lists and meetings;
 - (b) non-clinical duties and responsibilities;
 - (c) duties at locations other than the usual workplace;
 - (d) rostered after hours' on-call duties, including telephone consultations and other discussions.
- 5.4 Employees shall be paid at their normal hourly rate for any duties and responsibilities falling within category (a), (b) and (c) of clause 5.3 and at time and half their ordinary rate for hours of work over and above their agreed job size.
- 5.5 The parties note that the Council of Medical Colleges of New Zealand endorses that these non-clinical activities should make up at least 30% of the total job size, not counting the average hours worked on the after-hours on-call rosters.

A list of non-clinical duties might contain any or all of the following activities:

- CME & professional self development
- audit & quality assurance and improvement activities
- grand rounds
- research
- clinical pathway development
- teaching, including preparation time
- supervision & oversight of others
- service or department administration
- planning meetings
- credentialing

The employer will provide cover to enable doctors covered by this agreement to participate in agreed non-clinical activities such as clinical audit, peer review and quality improvement

5.6 Part-time employees shall be paid on a pro rata basis.

6 REIMBURSEMENT OF WORK-RELATED EXPENSES

6.1 Full-time employees (or part-time employees whose only income from medical practice is derived from their employment with the employer) shall be reimbursed the full cost of work-related expenses, including the following where applicable:

- annual practising certificate, including disciplinary levies
- Medical Protection Society membership or a mutually agreed alternative
- vocational registration fee (once only)
- college membership fees of necessary colleges per year, provided that membership of the particular colleges is essential to the employee's employment
- membership of other approved professional associations relevant to the employee's duties and responsibilities; and
- fees for accredited maintenance of professional standards (MOPS) or similar programmes.
- tuition and other course fees to obtain a vocational scope of practice or other clinical training, approved by the employer. In these situations the employer shall also approve paid leave for the employee to undertake such training;
- part-time employees with a vocational scope of practice whose work within that scope is undertaken for only one employer shall be reimbursed the professional fees associated with that scope by that employer, notwithstanding that they may be employed or derive income from a medical or dental practice elsewhere in another vocational scope of practice.

6.2 Other part-time employees shall be reimbursed on a pro rata basis those expenses specified in Clause 6.1 above.

6.3 Employees who are required to use their home telephone call shall be reimbursed half the cost of private telephone rental. Employees may elect to have this paid through an equivalent regular allowance. Work-related telephone calls will also be reimbursed.

7 MISCELLANEOUS TRANSPORT PROVISIONS

Employees shall be reimbursed actual and reasonable travel costs incurred as a result of authorised duties and responsibilities at a rate of 77 cents per kilometre, including when:

- (a) travelling to and from work outside the normal hours of duty, or
- (b) travel between workplaces, or
- (c) other travel required by the employer.

PART THREE - PROVISIONS RELATING TO LEAVE

8 PUBLIC HOLIDAYS

8.1 Public holidays shall be in accordance with the Holidays Act 2003. For the purposes of this agreement public holidays shall be as listed below except where the employer requires employees to work or be on call on any of these days they shall be granted an alternative holiday if the holiday is otherwise a working day.

- New Year's Day
- The day after New Year's Day
- Waitangi Day
- Good Friday
- Easter Monday
- ANZAC Day
- Sovereign's Birthday
- Labour Day
- Christmas Day
- Boxing Day
- Otago Provincial Anniversary Day (as observed in Waitaki)

8.2 If an employee works or is on call on a public holiday, the employee shall be paid time-and-a-half rate for each hour worked in addition to the entitlement set out in 8.1.

8.3 The Employees and Employer shall endeavour to agree on when alternative holidays are to be taken when an employee becomes entitled to an alternative holiday under 8.1.

8.4 If no agreement is reached, the employee may determine the date on which an alternative holiday is to be taken, after taking the employer's views into account.

8.5 The employee shall then give the employer at least 14 days notice of their intention to take the alternative holiday.

8.6 Notwithstanding the above, an employee may request the exchange of an entitlement to an alternative holiday for payment of an agreed amount if an alternative holiday has not been taken within 12 months of the employee becoming entitled to it.

9 ANNUAL LEAVE

9.1 In accordance with the Holidays Act 2003 employees shall be granted 30 working days paid leave annually (pro rata for part-time employees) in addition to all public holidays. Such leave is to be taken at times determined by mutual agreement between the employer and employee.

9.2 As far as practical employees should endeavour to take their annual leave in the year it falls due. Once a person becomes entitled to annual holidays, the entitlement remains until the holidays are taken or the person's employment terminates).

10 SICK AND BEREAVEMENT LEAVE

- 10.1 The employee shall be entitled in each year of continuous employment to
- (a) 10 days paid sick leave for use when the employee, the employee's spouse, or a person dependent on the employee for care, is sick or injured; and
 - (b) up to 3 days paid bereavement leave on the death of the employee's spouse, child or grandchild, brother or sister, parent or grandparent or spouse's parent; and
 - (c) 1 days paid bereavement leave on the death of any other person which the employer accepts is a bereavement for the employee. In determining acceptability, the employer will consider the closeness of the association between the employee and the deceased person, whether the employee has significant responsibility for all or any of the arrangements for the ceremonies relating to the death, and any cultural responsibility the employee has in relation to the death.
- 10.2 Sick and bereavement leave shall be paid for at the equivalent of the employee's relevant daily pay for each day of leave taken.
- 10.3 The employee shall notify intended absence as early as possible before the employee is due to start work on the day intended to be taken as sick or bereavement leave, or if that is not practicable, as early as possible after that. Nevertheless, the employer prefers that the employee notifies intended absences in sufficient time for the employer to make alternative arrangements.
- 10.4 The employer may require the employee to provide a medical certificate to support a claim for sick leave of 3 or more calendar days.
- 10.5 The employee may carry forward to a following year up to 90 days unused sick leave.
- 10.6 The first five days sick leave taken in any year shall be deemed to be those granted in accordance with the Holidays Act 2003.

11 PARENTAL LEAVE

- 11.1 Employees who are defined as a primary carer under the Parental Leave and Employment Protection Act 1987 are entitled to up to 6 or 12 month's parental leave in accordance with this Act.
- 11.2 Employees intending to take parental leave in accordance with the Parental Leave and Employment Protection 1987 are required to give at least one month's notice in writing.

12 JURY SERVICE LEAVE

- 12.1 Employees called on for jury service are required to serve. Where the need is urgent, the employer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.
- 12.2 An employee called on for jury service may elect to take annual leave, leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the service is performed during an employee's off duty hours, the employee may retain the juror's fees (and expenses paid).
- 12.3 Where leave on pay is granted the employee will pay the fees received to the employer but may retain expenses.

- 12.4 Where leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the employee is not required by the Court, the employee is to report back to work where this is reasonable and practicable.
- 12.5 Where an employee is required to be a witness in a matter arising out of his/her employment, he/she shall be granted leave with pay. The employee is to pay any fee received to the employer but may retain expenses.

13 ATTENDANCE AT PROFESSIONAL MEETINGS

- 13.1 An employee who is elected, seconded or otherwise appointed in their professional capacity to a position by or with any of the organisations listed below shall be entitled to leave on full pay to attend meetings of those bodies:
- The Ministry of Health and other government departments or statutory bodies;
 - The Medical Council of New Zealand;
 - Medico-legal disciplinary bodies e.g. the Health Practitioners Disciplinary Tribunal;
 - Medical Colleges and professional medical associations;
 - The New Zealand Medical Association and the Association of Salaried Medical Specialists.
- 13.2 Employees may also be granted leave on full pay to attend meetings convened by the Ministry of Health and other government departments, agencies or statutory bodies where they have been invited to attend or are doing so in their professional capacity. Applications for leave shall not be unreasonably withheld.
- 13.3 Employees who have been appointed or invited by a College or professional association to teach and examine trainees, or to participate in other clinical training programmes, including advanced life support and resuscitation courses, shall be granted leave on full pay to do so.

14 PAID EMPLOYEE UNION EDUCATION LEAVE

Paid leave for union education activities shall be based on the provisions of the Employment Relations Act 2000.

PART FOUR - TERMS OF EMPLOYMENT

15 CONSULTATION

- 15.1 Regular consultation between the parties and between the employer and employees is required on matters of mutual concern and interest.
- 15.2 If the employer conducts any review that may result in significant changes to either the structure, staffing or work practices affecting employees, she/he shall invite the employees concerned to participate in the review in the earliest practical opportunity.
- 15.3 Should affected employees or the Association have serious clinical or professional concerns about any of the recommendations of a concluded review that are unable to be resolved to their satisfaction, they and the employer shall reach agreement by an appropriate clinical audit or mediation process concerning the recommendations.

16 TERMINATION OF EMPLOYMENT

Unless otherwise specified employees shall be given at least three months' notice of termination of employment and shall give three months' notice of resignation or retirement. This period of notice may be reduced or extended by mutual agreement between the employer and employee.

17 REDUNDANCY

- 17.1 For the purposes of this clause redundancy means a situation where an employee's employment is terminated or changed (whether by an increase or decrease in the number of hours, a decrease from full-time to part-time, or an increase from part-time to full-time) and the termination or change is attributable to the operational requirements of the employer.
- 17.2 The employer shall advise the Association in writing of any impending redundancy at least one month prior to giving notice of termination or change to the affected employee(s). This period may, by agreement, be varied.
- 17.3 The purpose of this period is to enable the employer and the Association to discuss the options appropriate to the circumstances and to negotiate an agreement.
- 17.4 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 5.3];
 - Natural attrition;
 - Leave without pay;
 - Early retirement;
 - Retraining;
 - Termination of employment and payment of severance;
 - Any combination of the above

17.5 To ascertain which of the above should be applied to any affected individual the following principles should apply:

- (i) 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.
- (ii) 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.

17.6 Severance payments will be calculated according to the following formula:

- Six weeks' base salary for the preceding 12 months of service or part service where the employee has had less than 12 months' service; plus
- Two weeks' base salary for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; plus
- Where the period of total aggregated service is less than 20 years, 0.333 per cent of base salary for the preceding 12 months multiplied by the number of completed months in addition to the completed years of service; plus

17.7 Technical Redundancy

Where an employee's employment is being terminated by his or her employer by reason only of the sale or transfer by the employer of the whole or part of the employer's business, the following process will apply:

- (a) The person acquiring the business or the part being sold or transferred has offered the employee employment in the business or the part being sold or transferred; and
- (b) 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 no less favourable (with the exception of (d) below) than the employee's conditions of employment, including:
 - (i) Any service related conditions; and
 - (ii) Any conditions relating to redundancy; and
 - (iii) Any conditions relating to superannuation
- under the employment being terminated; and
- (c) The offer of employment by the person acquiring the business being sold or transferred is an offer to employ the employee in that business or that part of that business either:
 - (i) In the same or similar capacity as that in which the employee was employed by his or her employer; or
 - (ii) In a capacity that the employee is willing to accept.

18 DEDUCTION OF UNION FEES

The employer shall deduct union fees from the remuneration of the members of the union when authorised in writing by members.

19 STOPWORK MEETINGS

- 19.1 Subject to Clauses 20.2-20.3 below the employer shall allow every Association member to attend, on ordinary pay, at least two union meetings (each of a maximum of two hours' duration) in each year (being the period beginning on the 1st day of January and ending on the following 31st day of December).
- 19.2 The Association shall give the employer at least 14 days' notice of the date and time of any union meeting to which Clause 20.1 is to apply.
- 19.3 The Association shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.
- 19.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any Association member for a period greater than two hours in respect of any meeting.
- 19.5 Only Association members who actually attend a union meeting shall be entitled to pay in respect of that meeting and to that end the Association shall supply the employer with a list of members who attended and shall advise the employer of the time the meeting finished.

20 JOB DESCRIPTIONS

- 20.1 Every employee shall be entitled to a mutually agreed job description stating relevant duties and responsibilities. Where appropriate job descriptions should include:
- (a) Clinical responsibilities and work commitments.
 - (b) Service accountability and management functions.
 - (c) Health promotion functions.
 - (d) Research and review activities.
 - (e) Responsibilities for training and professional development of other staff.
 - (f) Requirements for clinical audit.
 - (g) Provision for career development and continuing education.
 - (h) List of key tasks and result areas.
 - (i) Hours of work. This should include: the average number of hours to be worked each week and at what time, assessment of call-back demands, nature of on-call or availability requirements (including provisions for when the roster varies).
 - (j) Provision of support staff and degree of responsibility for their supervision.
 - (k) Relevant requirements of colleges and professional associations.
 - (l) Relevant statutory requirements.
- 20.2 Job descriptions should be consistent with relevant statutory requirements and standards of recognised colleges and professional associations.

21 JOURNALS & PUBLICATIONS

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

22 RESEARCH AND 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, subject to the employer not incurring additional costs (except with specific approval).

23 PUBLIC DEBATE AND DIALOGUE

In recognition of the rights and interests of the public in the health service, employees reserve the right to enter into public debate and dialogue over matters relevant to their professional expertise and experience. In exercising this entitlement employees shall not breach professional or commercial confidentiality. Where public comment might relate to the management or functioning of Waitaki District Health Services this should be discussed with the employer in the first instance.

24 QUALITY IMPROVEMENT ENVIRONMENT

24.1 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.

24.2 Credentialing

Credentialing processes and implementation are matters to be agreed between the employer and affected employees. Credentialing will also consider the resources required for a particular service.

25 PROFESSIONAL DEVELOPMENT AND EDUCATION

25.1 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 leave for 10 working days continuing education each calendar year, plus necessary travelling time. This provision may be accumulated for three years entitlement. This accumulation may be increased for up to five years subject to submission of a specific plan for the utilisation of the accumulated period and the approval of the employer which should not be unreasonably withheld.
- (b) Employees shall be reimbursed actual and reasonable expenses of up to a maximum of \$16,000 (GST exclusive) and accumulated on the same basis as the working days (a) above. This reimbursement is pro rata for part-time employees except that part-time employees whose only income from medical or dental practice is derived from their employment with one employer shall be entitled to the full reimbursement.

- (c) Time-in-lieu will be provided for any approved continuing medical education or professional development activities that are undertaken during weekends or New Zealand public holidays.

25.2 Secondment

Employees may apply for a secondment of two weeks every three years to a recognised unit for the purpose of professional development and upgrading skills which is relevant to their duties and responsibilities.

26 PROFESSIONAL AND PATIENT RESPONSIBILITY AND ACCOUNTABILITY

The parties recognise:

- (a) the primacy of the personal responsibility of employees to their patients;
- (b) that employees are responsible and accountable to the statutory authorities such as the Medical Council established under the Medical Practitioners Act 1995, 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.

27 RIGHTS OF PRIVATE PRACTICE AND CONFLICT OF INTEREST

27.1 The employer recognises the right of employees to engage in private practice.

27.2 Employees exercising this right shall not allow it to affect adversely the performance of their contractual obligations with the employer.

27.3 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.

27.4 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.

28 MEDICAL EXAMINATIONS

28.1 When the employer has good reason to be concerned that the performance of an employee's 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). Where necessary, and subject to privacy requirements, the examining medical practitioner(s) may report to the Medical Council or employer.

29 OTHER RELEVANT LEGISLATION

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

- Injury Prevention and Rehabilitation Compensation Act 2001
- Health and Safety at Work Act 2015
- Holidays Act 2003
- Human Rights Act 1993
- Income Tax Act 1976

- Health Practitioners Competence Assurance Act 2003
- New Zealand Bill of Rights Act 1990
- New Zealand Public Health and Disability Act 2000
- Official Information Act 1982
- Privacy Act 1993
- Smokefree Environments Act 1990
- Wages Protection Act 1983



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PART FIVE - RESOLUTION OF COLLECTIVE BARGAINING AND EMPLOYMENT RELATIONSHIP PROBLEMS

30 MEDIATION AND ADJUDICATION

- 30.1 The parties are committed to negotiated outcomes. If a negotiated settlement for a claim for a collective employment agreement has not been arrived at, the parties agree that either party may refer disputed matters to the Mediation Services (Department of Labour) for mediation and that the parties agree to participate in the mediation process in a genuine attempt to reach a settlement.
- 30.2 Providing that the mediator is satisfied that Clause 30.1 has been complied with in good faith by the referring party below, if a dispute still remains which cannot be resolved by either negotiation or mediation, the parties may agree to refer any or all disputed matters to an adjudication panel comprising members of the Mediation Services and / or the Employment Relations Authority for adjudication as an alternative to exercising their lawful right to strike or lockout action, as applicable. The panel shall nevertheless endeavour to achieve a mediated outcome during this adjudicative stage and adjudication shall only be exercised as a last resort.
- 30.3 The parties may, by agreement, choose to use an alternative process for adjudication to that provided for in Clause 30.2.

31 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

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

31.1 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
 - had their employment, or their conditions of employment, affected to their disadvantage by some unjustifiable action by the employer; or
 - been discriminated against in their employment; or
 - been sexually harassed in their employment; or
 - been racially harassed in their employment; or
 - 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.

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31.2 90 Day Notice

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.

31.3 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:
 - (i) details of their grievance, dispute or problem; and
 - (ii) why he/she feels aggrieved; and
 - (iii) what solution he/she seeks to resolve the grievance, dispute or problem.

The employee and the employer shall meet to discuss and attempt in good faith, to resolve the employment relationship problem.

31.4 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.

31.5 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.

31.6 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.

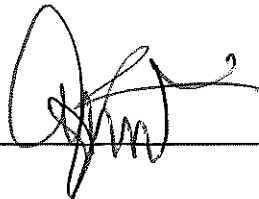
Dated this

day of

AUTHORISED representative
of the UNION PARTY

AUTHORISED representative
of the EMPLOYER PARTY





Dianne Vogel
INDUSTRIAL OFFICER
Association of Salaried Medical Specialists

Robert Gonzales
CHIEF EXECUTIVE
Waitaki District Health Services