

**UNION AND COMMUNITY
HEALTH CENTRE INC
(CHRISTCHURCH)
COLLECTIVE AGREEMENT**

2 SEPTEMBER 2017 – 30 SEPTEMBER 2018



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1 COVERAGE OF THE COLLECTIVE AGREEMENT

This Collective Agreement sets out core terms and conditions of employment for doctors covered by this Agreement employed by the Union and Community Health Centre (located in Christchurch).

2 APPLICATION AND PARTIES

2.1 This Agreement is made pursuant to Part 5 of the Employment Relations Act 2000.

2.2 The parties to this Agreement are:

- The Union and Community Health Centre Inc (herein after referred to as "the employer" or the "Centre").
- The Association of Salaried Medical Specialists (hereinafter referred to as the "Association" or "union"), the applicable union registered under the Employment Relations Act).

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

2.4 This Collective Agreement applies to any registered medical practitioner who is employed by the Union and Community Health Centre Inc, and who is:

- (a) a member of the Association, and
- (b) whose duties include the practice of medicine, as defined from time to time by the New Zealand Medical Council, and
- (c) who is required as a condition of their employment to hold a current practising certificate.

2.5 No improvement in any salary rate, allowance or other condition negotiated in this agreement shall be passed on to any employee who might be covered by this agreement but who is not a member of the Association of Salaried Medical Specialists (ASMS)

This shall not prevent the employer complying with section 62(2) of the Employment Relations Act in regard to new employees within their first 30 days of employment.

3 VARIATION

3.1 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.

3.2 Any agreement to vary the contents of this Agreement requires the consent of the parties and shall be recorded in writing.

4 SAVINGS

The parties agree that for the purposes of transition, where applicable, individual employment contracts negotiated under Section 19 of the Employment Contracts Act 1991 that remained current on 2 October 2000 are deemed to be "additional terms and conditions of employment" for the purposes of, and in accordance, with the provisions of the Employment Relations Act 2000, for any employee covered by this Agreement.

5 TERM

- 5.1 This agreement shall come into force on 2 September 2017 and shall expire on 30 September 2018.
- 5.2 Negotiations for a replacement agreement shall commence no later than 1 August 2018 unless otherwise agreed.
- 5.3 It is agreed that the parties will continue negotiations in good faith until both parties agree that negotiations have either concluded or formally 'broken down'.


6 OBJECTIVES

- 6.1 This agreement 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 that have been, or may be negotiated and agreed on an individual or group basis.
- 6.2 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 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.
- 6.3 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.
- 6.4 The employer and employees undertake to work together in a manner that will maintain and strengthen such trust and confidence.
- 6.5 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.
- 6.6 For their part, the employees who are covered by this Agreement undertake to apply themselves diligently and conscientiously to the discharge of those obligations.

7 DEFINITIONS

In this Agreement: unless the context otherwise requires.

- 7.1 "**Employee**": means a doctor covered by this agreement.
- 7.2 "**Centre**": means the Christchurch union and community and Community Health Centre Inc,
- 7.3 "**Manager**": means the person currently holding the position of manager of the Centre. Where the context implies decision making by or negotiation with the Centre the term shall refer first to the Manager and then to the Management Committee.
- 7.4 "**Doctor**": means all permanent or temporary, full-time and part-time employees of the Centre who are registered by the Medical Council of New Zealand as medical practitioners under the under the Health Practitioners Competence Assurance Act 2003.
- 7.5 "**Patient**": means a person seeking or being offered medical attention at or by the Centre.



- 7.6 **"Patient contact time"**: includes any activity undertaken by the doctor for which the Centre receives a fee, and includes
- patient consultations,
 - the preparation of Insurance, ACC and other reports, and
 - scripts where these are written in bulk.
- 7.7 **"Continuing Medical Education"**: refers to all activities undertaken by the doctor to maintain and develop professional competence. The nature of these activities will be determined by the requirements of the RNZCGP and in accordance with any legislative requirements, contracts or requirements of the Canterbury district health board, Ministry of Health and/or any other funder. It will include quality assurance activities, clinical audit and peer reviews.
- 7.8 **"Administration Time"**: refers to all activities undertaken by the doctor involved with the running of the Centre other than direct patient contact or continuing medical education. This includes completion of patient notes, correspondence, attendance at meetings (including clinical and staff meetings), visits to outside organisations and participation in planning and development of the Centre.
- 7.9 **"Current and continuous service"**: means uninterrupted employment as a doctor by the Centre. Service may be broken by periods of up to six months (or longer if agreed by the Centre) and will still be deemed current and continuous. Leave taken in accordance with the Parental Leave and Employment Act 1987 will not interrupt current and continuous service.

8 ENGAGEMENT OF STAFF

- 8.1 Appointments of new doctors to permanent positions shall be made by a committee consisting of the Manager and two representatives of the Centre, one of whom shall be a doctors employed by the Centre.
- 8.2 During the term of this agreement, the employer will advise any prospective employee falling within coverage of this agreement of
- (a) the existence of this agreement and their right to be employed under it, subject to them joining the ASMS
 - (b) the existence and role of the ASMS in negotiating the agreement
 - (c) how to contact the ASMS for advice in respect to the offer of employment.
- 8.3 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

9 NATURE OF DUTIES

- 9.1 The aim of this clause is to define doctor's duties in regard to their employment by the Centre in such a way that these requirements are clearly measurable in those areas which impact on the viability of the Centre, or the quality of service provided, without being unnecessarily restrictive in other areas.
- 9.2 Doctors shall be employed to deliver primary medical care to standards recognised as acceptable by his or her peers.
- 9.3 Duties shall include consulting with patients, the making of adequate patient notes, writing of referrals and other documents, and all other duties directly related to the care of patients or the provision of information about their health status.

- 9.4 Duties shall also include other activities not directly related to the care of individual patients, but which are necessary to the maintenance of professional standards and the development of the Centre. (See Continuing Medical Education and Administration in the "Definitions" section above.

10 HOURS OF WORK

- 10.1 Full time employment is 40 hours per week made up as follows:

- (a) 30 hours patient contact time;
- (b) 6 hours of administration time;
- (c) 4 hours of continuing medical education.

At times when there is only one doctor on site patient contact time will be reduced by 15 minutes for that half day, this time to be added to administration time.

Registrar Training

Where a doctor is responsible for Registrar Training patient contact time will be reduced by 1.5 hours per week to enable the doctor to provide the appropriate level of training to the Registrar. In addition, patient contact time will be reduced by 15 minutes at the end of each Registrar training half day to enable the doctor to provide supervision to the Registrar.

- 10.2 Where additional 'non- patient contact' time is required for activities beneficial to the centre (including but not limited to teaching, clinical lead work, clinical governance work, protocol development and supervisory activity) this time will be accommodated by mutual agreement between the doctor and the centre. Such agreement will involve extra remuneration if such activities require work outside normal working hours.
- 10.3 When a booking system is in operation patients will normally be scheduled at a rate of 4 per hour. This rate may be increased by negotiation with doctors in which case details of the negotiated conditions will be stated in writing and a copy attached to this agreement.
- 10.4 Where a doctor is on agreed annual leave the doctor designated to provide 'administration cover' will receive an additional 15 minutes administration time per session.
- 10.5 Where a patient requires only brief attention from a doctor that patient may be scheduled, with the permission of the doctor, in addition to the four patients per hour. Doctors shall indicate if a brief appointment would be acceptable when asking patients to make a return visit.
- 10.6 The use of brief appointments shall be reviewed from time to time to ensure that patients who have booked full appointments are receiving their share of time with a doctor, patients needing only a brief visit are not unduly inconvenienced with delays, and doctors still have adequate time to deliver quality care.
- 10.7 When a booking system is not in operation, a doctor shall be given time free from actual patient contact at a rate of 10 minutes in each full hour spent consulting with patients; this time to be included as patient contact time.
- 10.8 Time for tea breaks is included in patient contact time according to the length of the rostered session - one 15-minute break in each continuous three hours of time worked, or one 30-minute break in each continuous four hours of time worked. Lunch breaks are not regarded as either patient contact or administration time.
- 10.9 Tea, coffee, milk, sugar and hot water will be provided at the employer's expense.

- 10.10 Doctors may book time from their patient contact hours for duties other than patient contacts. The nature of the activity and any fee collectable by the centre is to be noted for all such time booked.
- 10.11 Any such bookings made on a regular basis (rather than for specific tasks) shall be reviewed monthly to ensure that the time booked is in line with the return to the Centre and is adequate for the work undertaken.
- 10.12 Duties may take place at the centre or at other locations mutually agreed by the centre and the doctor.
- 10.13 A schedule of times to be allocated to patient contacts other than normal consultations shall be agreed between the doctors covered by this agreement and the Centre. Such other patient contacts to include, but not be limited to, minor surgery, first antenatal and six-week postnatal checks.
- 10.14 Professional development activities shall take place at times and places determined by the doctor, as agreed with management, except that peer review sessions will be held at the centre.
- 10.15 Opening hours of the surgery shall be as decided by the Centre. The Centre shall consult with the Doctors when determining opening hours.
- 10.16 Hours for which individual doctors will be available shall be decided by mutual agreement between the doctor and the Centre.

11 PROFESSIONAL DEVELOPMENT AND PEER REVIEW

- 11.1 All doctors shall participate in peer review of cases. Peer review sessions will be scheduled for 1-hour fortnightly and doctors are required to attend at least monthly. They will be required to present patients at least once every 3 months.
- 11.2 Of reviewed cases at most 50% shall be selected by the presenting doctor. The remaining cases shall be selected at random from the doctor's preceding week's consultations.

12 GP COLLEGE PARTS I AND II

- 12.1 All doctors employed by the Centre shall have passed the NZCGP Part I examination or hold some equivalent qualification recognised by the NZCGP (for example the Indicative Register), provided that short term locums who have registration or provisional registration with the New Zealand Medical Council may be employed as required.
- 12.2 Doctors who do not hold the above qualification or its equivalent may be provisionally employed by the Centre provided they undertake to commence working for the qualification as soon as practicable after taking up their employment, and maintain satisfactory progress. The provisional appointment of such doctors will be made only with the agreement of the majority of doctors permanently employed by the Centre.
- 12.3 All doctors who do not hold membership of the NZCGP or equivalent membership shall be working towards completion of requirements for this.
- 12.4 All doctors holding membership of the NZCGP shall maintain their accreditation.
- 12.5 Vocationally registered doctors who are required to provide supervision for doctors without vocational registration employed by the centre shall have this recognised as part of their patient contact time.

13 PART-TIME STAFF

- 13.1 Where the Centre does not regularly require the services of an employee full time, the Centre shall pay such employee not less than pro-rata the appropriate salary scale.
- 13.2 Employees working fewer than 40 total hours per week shall be termed part-time employees.
- 13.3 All terms and conditions shall apply to part-time employees but where appropriate, on a pro-rata basis. This includes the number of hours expected to be worked under administrative time and continuing medical education.

14 LOCUMS

- 14.1 Where a locum is employed to replace a staff member on leave, the Centre shall, before employing the temporary worker, inform him/her in writing that he/she is being employed on a temporary basis in place of a staff member on leave.
- 14.2 In the interests of continuity of patient care, wherever possible temporary staff shall be employed to cover the whole of the period of absence of the staff member they are replacing.
- 14.3 Long term locum staff shall be paid the accepted commercial rate.
- 14.4 Required workloads, and other terms and conditions, shall be calculated on a pro-rata basis.

15 PAYMENT OF SALARY/SALARY SCALES

- 15.1 Minimum annual salary for all doctors shall be paid in accordance with the following scale. Annual salary is for a 40-hour week.

Step	Current - 1 September 2017		As at 2 September 2017	
	Annual Salary	Hourly Rate	Annual Salary	Hourly Rate
9	\$168,617	\$81.11	\$172,058	\$82.77
8	\$160,960	\$77.39	\$164,245	\$78.97
7	\$153,302	\$74.21	\$156,431	\$75.72
6	\$147,346	\$70.90	\$150,353	\$72.35
5	\$143,157	\$68.84	\$146,079	\$70.24
4	\$139,005	\$66.81	\$141,842	\$68.17
3	\$134,963	\$64.88	\$137,717	\$66.20
2	\$132,373	\$63.63	\$135,074	\$64.93
1	\$129,636	\$62.33	\$132,282	\$63.60

- 15.2 The initial placement of the doctor on the scale shall be the responsibility of the employer, taking into account relevant qualifications and experience.
- 15.3 Full Membership of the NZCGP shall be considered such a "relevant qualification".
- 15.4 Movement to the next step up will occur after each year's satisfactory work in the Centre to reflect the benefits gained by the Centre in terms of continuity of patient care and the goodwill accrued by the doctor.

- 15.5 Movement from step 4 to step 5 will occur only once a doctor has completed the appropriate service and gained full membership of the RNZCGP (or equivalent body such as MRCGP).
- 15.6 Movement from step 5 up the scale will be annual.
- 15.7 Where the employer believes that an employee's performance may not justify salary advancement these concerns should be raised with the employee at least 3 months before the due date in order to either clarify the situation or provide an opportunity to address them including the steps which the doctor is required to take in order for approval to be given. Employees not so advised at least 3 months before progression is due will progress automatically to the next step.
- 15.8 Doctors' wages and leave entitlements are to be calculated on the basis of weekly hours worked as referred to in Clause 10 and defined in the Definitions at the head of this agreement.
- 15.9 Employees shall be supplied in writing with details of the manner in which their payments have been calculated.
- 15.10 Salaries shall be paid by direct credit to a bank account following receipt of the appropriate written authority from the employee.
- 15.11 Where a direct credit cannot be actioned, the salary due to the employee shall be paid direct to the employee by cheque.
- 15.12 In the case of overpayment recovery procedures, attention is drawn to the Wages Protection Act 1983. The provisions of this Act, or any amendment or Act passed in the substitution for this Act shall apply.
- 15.13 The centre shall be entitled to make rateable deductions from the salary of employees for the time lost through sickness (other than provided for in clause 25 of this agreement) or an employee's own default.

16 OVERTIME

- 16.1 If a doctor is required to be available for chargeable activities for more than 40 hours in a week, the extra hours so worked shall be regarded as overtime.
- 16.2 Overtime will be authorised by the Centre only in cases where work cannot be carried out otherwise. Where possible such overtime will be repaid as time in lieu.
- 16.3 Computation shall be on a daily basis. Payment for overtime, which cannot be taken as time in lieu, shall be at time and a half rates for the first four hours, thereafter at double time rates.
- 16.4 Except as provided for in Clause 17 below, time worked on any weekday evening or on weekends or public holidays in addition to the normal hours shall be deemed to be overtime and paid at the rates set out in Clause 16.3, provided that doctors who agree to be rostered in the evenings or on Saturdays instead of the normal weekday hours shall be paid at ordinary rates.
- 16.5 Part-time employees who work extra chargeable hours up to the normal full-time hours shall be paid for these hours at their normal rate. They shall accumulate other benefits (such as sick leave, annual leave) pro-rate for these extra hours.
- 16.6 Alternatively, by mutual agreement between the doctor and the Centre, the extra hours may be taken as time in lieu at a later date.

17 WEEKEND AND EVENING WORK

If the Centre decides to extend the hours of operation of the Centre into evenings or weekends on a trial or regular basis, it may offer the extra hours to suitable doctors without the payment of overtime or other penalties, provided that overtime shall still be paid where time chargeable exceeds 8 hours on any day.

18 AFTER HOURS SERVICE

- 18.1 GPs employed by the Centre will provide after-hours care at the 24-Hour Surgery on Bealey Avenue.
- 18.2 Conditions agreed by the doctors, the Centre and the 24-hour Surgery are attached to this agreement as Schedule 2.
- 18.3 Participation is to be in proportion to doctor's normal hours.
- 18.4 Payment to a doctor for providing such after-hours care will be made directly to the individual doctor.
- 18.5 Any purchase of shares in any after-hours practice, the CEMS or other service shall be the responsibility of the Centre, who shall remain the owner of the shares. Any earnings, dividends, profit on sale or other benefit from the owning of the shares shall accrue to the Centre.
- 18.6 Any change to the after-hours terms and conditions of employment of doctors covered by this agreement will be dealt with as a variation to this agreement under Clause 3.

19 SUPERANNUATION

- 19.1 The employer will pay a matching subsidy of up to 3% of an employee's gross taxable salary at the rate of one dollar for each dollar that the employee contributes into a superannuation scheme of the employee's choice (including KiwiSaver or KiwiSaver compliant superannuation schemes).

It is noted that where an employee was paying 4% and the employer was matching that amount the 1% differential will be added to the employee's normal salary.

- 19.2 New employees who apply to join a superannuation scheme within three months of commencement of employment shall be entitled to have the employer's matching contribution backdated to the date of their commencement of employment.
- 19.3 Existing employees shall be entitled to have their contributions and the employer's contributions backdated to the commencement of this agreement if they elect to do so within two weeks of the date that this agreement is ratified.

20 HOLIDAYS

- 20.1 It is the Centre's responsibility to arrange appropriate cover for all periods of leave.
- 20.2 In general, the first step in doing this will be to offer to part-time staff the option of working the extra hours.

21 PUBLIC HOLIDAYS

21.1 Public Holidays shall be as specified in section 44 of the Holidays Act 2003:

- (a) Christmas Day;
- (b) Boxing Day;
- (c) New Year's Day;
- (d) 2 January;
- (e) Waitangi Day;
- (f) Good Friday;
- (g) Easter Monday;
- (h) ANZAC Day;
- (i) The Birthday of the reigning Sovereign;
- (j) Labour Day;
- (k) Canterbury Anniversary day.

21.2 If a public holiday listed a) to d) falls on a Saturday or Sunday, it shall be observed in accordance with Section 45 of the Holidays Act 2003. Section 45 provides that if the Saturday or Sunday is a normal working day for the employee, the holiday will be observed on that Saturday or Sunday; or if the Saturday or Sunday is not a normal working day for the employee, the holidays shall be observed on the Monday or Tuesday.

If any of the public holidays listed from e) to k) fall on a Saturday or Sunday, they shall be observed on the day they fall.

21.3 If the employee works on a Public Holiday, they will be paid at the rate of time and a half for each hour worked, and they will also be given a substitute day off on pay at a mutually agreed time.

21.4 Where two such holidays fall on the same weekend such holidays shall be observed on the following Monday and Tuesday.

21.5 After hours on call work on public holidays. If the employee is required to be on call on a public holiday, they will be paid at time and a half of the weekend hourly on-call rate for the hours they are on call on the public holiday. They will also be given a substitute day off at a mutually agreed time.

21.6 Where any days specified in sub-clause 16.1 of this agreement fall during an employee's annual holidays they shall not be deducted from the employee's annual leave entitlement.

22 ANNUAL LEAVE

22.1 All employees covered by this agreement shall be entitled to 6 weeks annual leave per annum accruing at not less than 3-month intervals.

22.2 Except as otherwise specified in this agreement annual leave entitlement shall not accrue during periods of unpaid leave.

22.3 Part-time employees shall accrue annual leave entitlement pro-rata their normal scheduled hours plus any hours worked in excess of these (see 16.5).

- 22.4 Annual holidays shall be taken in accordance with the Holidays Act 2003 and employees shall be eligible for such holidays specified in sub-clause 22.1 above, except that with the approval of the Centre employees may anticipate up to half of their annual leave entitlement for the next year.
- 22.5 A doctor shall be required to take no less than three week's annual leave in any one calendar year.
- 22.6 Leave due but not taken in the appropriate year may be carried forward into the following year. No more than two weeks may be accumulated on this basis and express approval is required from the centre management to accumulate in excess of two weeks entitlement.
- 22.7 A record of annual leave taken by each employee shall be maintained and be available for examination by the employee concerned.
- 22.8 Applications for leave are to be approved by the Centre.
- 22.9 All staff covered by this agreement will endeavour to give at least two months' notice of their intention to take Annual Leave. In exceptional circumstances not less than 2 weeks' notice may be given.
- 22.10 Exceptions to this rule may be made with the consent of the Centre on each occasion.

23 ANNIVERSARY PAYMENT

The employee shall, on the anniversary of their birth (birthday), be paid the net lump sum of the equivalent of one day's salary.

24 LONG SERVICE ENTITLEMENT

After every 10 years of continuous service the doctor will be entitled to a one-off grant of an additional two weeks of long service leave. This long service leave will not count towards annual leave accrual limits set in sub-clause 22.6 above.

25 LEAVE FOR ILLNESS, ACCIDENT AND BEREAVEMENT

- 25.1 Employees are entitled to reasonable leave with no deduction from salary in the event of their personal illness or accident, or that of a close family member, or their bereavement of someone with whom they have a close association. This entitlement shall be inclusive of the provision within the Holidays Act 2003.
- 25.2 If an employee is at any time prevented by accident or ill-health from carrying out their duties and responsibilities to the employer and the incapacity continues for a period in excess of three months, then the employer may seek the advice of a review panel comprising a representative of the employer, a representative of the employee, and a mutually agreed medical practitioner. The review panel shall advise the employer on the ability of the employee to return to work.
- 25.3 Notwithstanding the above, the employee's entitlement to leave covered by this clause shall be no less than that provided in their previous employment contract with the employer.
- 25.4 An employee who, for reason of sickness, cannot commence work at her/his normal starting time, should, where possible, notify the manager prior to the normal starting time, but in any event the manager must be notified within one (1) hour of the normal starting time.
- 25.5 Where absence on sick leave with or without pay does not exceed three (3) continuous days, a medical certificate will not normally be required.
- 25.6 For any absence of more than three (3) continuous days a medical certificate signed by a registered medical practitioner can be requested.

25.7 An employee absent on sick leave and suspected of being absent without sufficient cause may be directed to supply a medical certificate from a registered medical practitioner nominated by the manager. The associated cost to be borne by the Centre.

25.8 A record of all sick leave taken by each employee shall be maintained and shall be available for examination by the employee concerned.

26 PARENTAL LEAVE

26.1 Every staff member who gives birth to a child and assumes or intends to assume the care of the child: OR assumes or intends to assume the care of a child to whom his/her partner gives birth, AND who has at the expected date of delivery of the child, 12 months continuous service with the Centre is entitled to parental leave of up to 12 months.

26.2 Staff members with less than 12 months service shall be entitled to 6 months parental leave.

26.3 Parental leave shall be taken as leave without pay.

26.4 A one-off payment of \$1000 will be made at the commencement of parental leave as per Clause 26.1 or 26.2 above

26.5 Annual leave and sick leave does not accrue for the period of the parental leave if it exceeds one (1) month.

26.6 To ensure that employees returning to work from parental leave have some annual leave available to them, annual leave due will not be required to be taken before the employee starts on parental leave. It may in fact be held over and taken when the employee returns to work.

26.7 All periods of parental leave are to be recorded in the employee's leave record.

26.8 Notice of a staff member's intention to take parental leave must be made in writing, at least three months prior to the expected date of delivery, and be supported by a certificate signed by a registered medical practitioner.

26.9 Notice must include the proposed date on which the staff member wishes to commence the leave, and the duration of the leave.

26.10 If a staff member has previously taken parental leave while employed by the Centre, he/she shall not be entitled to parental leave in respect of another child if less than twelve (12) months have elapsed since the end of the most recent period of parental leave.

26.11 A staff member returning from parental leave is entitled to resume work in the same position or in a similar position as occupied at the time of commencement of the parental leave.

26.12 A similar position means one at that same salary and grading, and in the same location, and involving responsibilities broadly comparable to those exercised in the previous position.

26.13 Every staff member who is on parental leave shall, not later than two months before the date on which the parental leave ends, give the manager written notice stating whether he/she will be returning to work at the end of the parental leave.

26.14 Any staff member who is on parental leave, and who, at the expiry of that leave, has not returned to work and has not complied with Clause 26.12 above, is deemed absent without leave. If the unauthorised absence continues for more than five (5) days without notifying the Centre, the staff member shall be deemed to have terminated employment without notice.

27 ADOPTION

- 27.1 The provisions of clause 26 shall apply in full to employees legally adopting a child under the age of twelve (12) months, subject to the requirements of one (1) months' notice and the provisions of a medical certificate being replaced by the provisions of sub-clause 27.2 and 27.3 hereinafter.
- 27.2 The intention to legally adopt a child shall be notified to the Centre immediately following advice from the Ministry of Social Development to the adoptive applicants that they are considered suitable adoptive parents.
- 27.3 Subsequent evidence of approved adoption placement shall be provided to the satisfaction of the Centre.

28 PAID PARENTAL LEAVE

Employees who are granted parental leave in terms of clause 26 or 27 above shall be entitled to paid parental leave in accordance with the legislation applicable from time to time.

29 CONTINUING MEDICAL EDUCATION

- 29.1 Upon the completion of one year's service a doctor will be entitled to up to 5 days paid study leave per year. Fees and expenses for such leave will be met by the employer up to the amount of \$3000.00. Leave and expenses may be accumulated up to 2 years.
- 29.2 That if more than one doctor intends to take accumulated leave in a single year this will be negotiated with the centre and within the acknowledged limitations of the centres budget for that year.
- 29.3 A record of study leave taken in this manner must be kept on the employees file.

30 REDUNDANCY

- 30.1 The Centre shall the union of any impending redundancies at least two (2) months prior to issuing notice of termination to the affected employees.
- 30.2 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. The various options to be considered, when a staffing surplus exists, shall include:
 - (a) Reconfirmation in position/reassignment;
 - (b) Attrition;
 - (c) Redeployment;
 - (d) Leave without pay;
 - (e) Enhanced early retirement;
 - (f) Retraining;
 - (g) Severance (including partial severance on a pro rata basis). Severance does not apply in respect of an agreed increase in hours or sessions.

- 30.3 Where an employee's employment is being terminated by the employer by reason 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:
- (a) The person acquiring the business or part being sold or transferred 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 as, or are not 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; and
 - (d) The offer of employment by the person acquiring the business or the 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 capacity as that in which the employee was employed by the employer; or
 - in any capacity that the employee is willing to accept.

30.4 In the event that the Centre ceases to trade the doctors that are permanent employees at that time shall be offered first refusal on any goodwill in the practice to the extent permitted by the constitution of the Centre.

30.5 The period specified in 30.1 shall be used to allow negotiations to take place.

30.6 Severance

Where severance is the applicable option the calculation shall be based on 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 more 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.

31 ATTENDANCE AT MEETINGS

31.1 The Centre shall grant leave with pay to any doctor attending formal meetings of the Medical Council of New Zealand which she/he is required to attend, and any meeting she/he is required to attend by the Centre and any meeting of a statutory authority which the Doctor is required to attend.

31.2 Reasonable notice is to be given to the manager so that cover can be arranged.

32 LEAVE WITHOUT PAY

32.1 Leave without pay may be approved by the Centre subject to the following considerations:

- the reason for the application;
- convenience to the Centre;
- staff member's length of service;
- the training period required in the job;
- whether a temporary replacement is practicable;
- child care considerations.

32.2 Applications for leave without pay must be made in writing to the Centre at least two (2) months prior to the start of the leave. This condition may be waived at the discretion of the centre in the event of an emergency or in unforeseen circumstances.

32.3 Once a decision has been made the Centre must acknowledge the application in writing, advising of the decision and, in the case of approval, setting out the relevant conditions to apply.

32.4 In approving an application for leave without pay, the Centre undertakes to keep the position of the staff member open to the extent of the leave approved.

32.5 A staff member returning from leave without pay is entitled to resume work in the same or similar position as that occupied at the start of the leave.

32.6 A similar position means a position at the equivalent salary and grading in the same location involving responsibilities broadly comparable to those previously carried out.

32.7 Any annual leave due is to be taken before the staff member commences leave without pay exceeding one month.

32.8 Any staff member absent on leave without pay who decides to terminate her/his employment must advise the Centre in writing two (2) months prior to the planned date of recommencement of employment.

32.9 Any staff member who is granted leave without pay and who on expiry of that leave has not returned to work is deemed to be absent without leave. If the unauthorised absence continues for more than one (1) week without notification to the Centre the staff member shall be deemed to have terminated service without notice.

32.10 Annual leave and sick leave do not accrue for the period of leave without pay if it exceeds one (1) month; nor do any other entitlements.

32.11 All periods of leave without pay are to be recorded in the staff member's leave record.

33 REIMBURSEMENT OF WORK RELATED EXPENSES

33.1 Full time employees or part-time employees whose only income from medical practice is derived from their employment with the employer who incur the following expenses in the course of their employment shall be reimbursed the full cost:

- Accreditation Fee for RNZCGP;
- Annual Practising Certificate fee including disciplinary levies;
- The levy for the medical misadventure fund as required under the Injury Rehabilitation and Compensation Act 2001, or any legislation amending or in substitution of this Act;

- Medical indemnity insurance fee;
- Royal College of General Practitioners membership fee;
- Post-Graduate Medical Society (Christchurch) fees;
- Any Maintenance of Professional standards (MOPS) programmes fees that are payable;
- Part time employees (other than those whose sole medical employment is with the centre) will be reimbursed the above expenses on a pro-rata basis.

The reimbursement of the above expenses shall be annualised, and in the event of the employees resigning or his/her employment's being terminated, for any reason other than redundancy, before the end of the year to which the reimbursements relate, then where payment has been made in advance, any amount owing shall be repaid to the Centre.

Unless another arrangement is agreed with the Centre, the repayment is to be deducted from the employee's final salary payment.

34 MISCELLANEOUS TRANSPORT PROVISIONS

- 34.1 Employees shall be reimbursed the actual and reasonable costs incurred in travelling to and from work when called back outside their normal hours of duty.
- 34.2 Where employees are authorised by the Centre to use their own cars for the purposes of work the Centre shall pay a motor vehicle allowance subject to conditions as set out in the IRD tax information bulletin Volume seven No 8 (February 1996).
- 34.3 The Centre shall provide car parking free of charge for all on-duty doctors within five (5) minutes' walk of the practice.

35 TRAVELLING EXPENSES

- 35.1 A staff member shall be entitled to a refund of actual and reasonable expenses incurred in the course of carrying out approved work-related duties.
- 35.2 Reasonable is defined as exercising due economy.
- 35.3 GST receipts are required to substantiate all claims.
- 35.4 Travel and accommodation arrangements associated with work related duties are to be made in consultation with the Centre where possible to ensure maximum cost effectiveness is achieved.

36 PROTECTIVE/DAMAGED CLOTHING

The Centre shall reimburse the costs of replacing, repairing and/or cleaning clothing if proven damage has occurred as a consequence of undertaking doctor's duties/responsibilities and the Centre had not provided suitable protective clothing, to a maximum of \$250 for any single claim.

37 JURY SERVICE

- 37.1 An employee called on for jury service shall be given leave on pay and the employee is to pay the juror's fee to the Centre but may retain the expenses. Provided that where the service is performed during the employee's off-duty hours, the employee shall retain the fees.

These points shall be noted:

- Employees are required to report for work at their normal starting time each day of jury service unless expressly directed otherwise by the Court.
- Where employees are excused from jury service during normal working hours they are to return immediately to duty and to continue to work until again required for jury service.
- In no circumstances, however, must any action be taken which will prevent an employee from attending at the Court at the time specified.

38 EMPLOYMENT OF LOCUMS

- 38.1 The Centre is primarily responsible for provision of a suitable locum, and all the costs will be met by the Centre.
- 38.2 If any doctor objects to a locum appointment on the grounds of professional competence then the appointment must be reviewed as for permanent appointments.

39 PATIENT LOAD AND RESPONSIBILITY

The Doctor shall have autonomy for medical decisions related to her/his patients (subject to peer review), and while financial issues shall be the responsibility of the Centre doctors shall have due regard to the on-going viability of the Centre.

40 TERMS OF EMPLOYMENT

- 40.1 Unless otherwise specified employees shall be given at least one (1) month's written notice of termination of employment and shall give one (1) month's written notice of resignation or retirement. This period of notice may be reduced or extended by mutual agreement between employee and Centre.
- 40.2 Wages are to be paid in full up to the actual date of cessation of employment with the appropriate adjustments for annual leave taken or due, allowances or tax adjustments due, or other legitimate adjustments.

41 JOB DESCRIPTION

Employees shall have a mutually agreed job description setting out the responsibilities and the main duties consistent with the position, including hours of work. The job description should be reviewed regularly (at least annually) to ensure it continues to fairly reflect the responsibilities and duties being carried out. The mutually agreed job description as at the date of the coming into force of this collective agreement is set out in schedule one.

42 EMPLOYEES COMMENCING AFTER EFFECTIVE COMMENCEMENT DATE OF THIS AGREEMENT

The Centre agrees that this will be the only collective agreement to be offered to new employees who would come within the coverage clause of this agreement.

43 PARTICIPATION IN UNION AFFAIRS/UNION REPRESENTATIVE

- 43.1 As a union employer the Centre supports involvement in union activities wherever possible, provided union members intending to have a role in union affairs shall first discuss the matter with the Centre so that the needs of the Centre can be taken into consideration.
- 43.2 The employer shall provide paid employee representatives education leave.

- 43.3 This leave is for education programmes approved by the Association.
- (a) 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.
 - (b) The above leave shall be inclusive of and not in addition to Part 7 of the Employment Relations Act 2000.

44 INDUSTRIAL DEMOCRACY

The parties are committed to the principle of industrial democracy. This includes the right of an employee to be actively involved in any review, which may, through possible changes to structures, staffing or work practices, directly affect her/his employment.

45 DISMISSAL PROCEDURE

- 45.1 No employee shall be dismissed without the relevant notice as per Clause 40 of this agreement.
- 45.2 No dismissal shall proceed unless the following provisions have been complied with:
- 45.3 The Employee should be requested to attend a meeting. Prior to the meeting the employee should be advised of the matter/s for discussion and offered the opportunity of having a Union Representative or staff support person present at the meeting.
- 45.4 At the meeting, the employee should be given the opportunity to put forward an explanation. The Employer shall consider the explanation, and if the employee's explanation is deemed unsatisfactory taking in to account all of the circumstances of the case, and the issue is considered serious, a warning may be issued by the Employer.
- 45.5 Except in cases of 'serious misconduct' - see 45.12 below (in such circumstances dismissal without notice may be appropriate), the employee will receive:
- (a) At least one verbal warning from the Manager;
 - (b) Two written warnings from the General Manager (the second warning headed 'final warning');
 - (c) The warning may include a summary of what improvements or actions are required from the Employee during a review period. Where such steps are invoked by the Employer, the Employer shall ensure that a review meeting is held during the review period, otherwise the Employee is deemed to have satisfied the requirements in the warning;
 - (d) The warnings may be issued for a series of the same/similar issue/s or for disparate matters. Where a matter is serious, but falls short of meeting the requirements of 'serious misconduct' under clause 45.12 the Employer may issue a 'Final Written Warning'.
- 45.6 Warnings must be issued in the presence of the employee's Union Representative or another staff member, if the employee so chooses.
- 45.7 A copy of the warning shall be provided to the employee's Union Representative, after first obtaining the employee's consent.
- 45.8 Written warnings should contain a summary of the facts of the complaint set out clearly, and specify the time that the warning will start and finish. The warning shall not exceed six (6) months.
- 45.9 When the warning has expired the dismissal procedure lapses and the complaints are to be removed from the employee's record.

- 45.10 During suspension of a doctor accused of serious misconduct a board representative and the manager shall investigate the alleged misconduct.
- 45.11 In respect of a doctor, in addition to Clause 45.10, if the alleged misconduct relates to a matter of medical ethics the manager shall refer the matter to the secretariat of the Medical Council's Disciplinary Committee.
- 45.12 **Definitions of 'serious misconduct'**, which without being an exhaustive list includes the following:
- Reporting for duty under the influence of alcohol or non-prescribed drugs;
 - Carrying out violent action on another person;
 - The possession of another employee's or patient's/resident's personal property without that person's consent;
 - Unauthorised possession of the Employer's property;
 - Misappropriation of the funds of the Employer or funds of patients;
 - Falsification of UCHS records, or patients records;
 - Breaking patient confidentiality;
 - Bringing non-prescription medication or intoxicating liquor into work areas for unauthorised purposes;
 - Wilful damage of UCHS or patients property;
 - Refusing to perform a legitimate order.

46 SEXUAL HARASSMENT

- 46.1 The parties to this agreement agree that sexual harassment is unacceptable and contravenes the Centre's policy of equal employment opportunity and its requirements for a high standard of conduct in the workplace.
- 46.2 Sexual harassment refers to unwelcome sexual behaviour, which may be personally offensive, affect morale and interferes with the work effectiveness of the staff. Sexual harassment includes bringing pornographic material onto the premises.
- 46.3 Staff members are encouraged to report any instance of sexual harassment to management who will investigate the complaint promptly, seriously and with sensitivity, and make every effort to settle the problem informally.
- 46.4 When a complaint cannot be settled, the matter shall be dealt with as an employment relationship problem under Clause 48 of this agreement or the Human Rights Act 1993.

47 EQUAL OPPORTUNITY

The parties to this agreement agree that they are committed to the elimination of discrimination and that there shall be equal opportunity in employment for all persons on the basis of their skills, qualifications, abilities and aptitude regardless of gender, ethnicity, religious belief, age, marital, parental, physical status or sexual preference, provided that the Centre retains the right to engage employees of a particular gender, ethnicity or religious belief in order to better provide services members of that gender, ethnicity or religious belief.

48 MEDIATION AND ADJUDICATION

- 48.1 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 Service for mediation and that the parties agree to participate in the mediation process in a genuine attempt to reach a settlement.
- 48.2 The parties may by agreement, give the mediator(s) the authority to adjudicate on some or all of the matters.
- 48.3 The parties may by agreement, choose to use an alternative process for adjudication to that provided for in Clause 48.1.

49 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

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

49.2 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 the employee's 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.

49.3 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.

49.4 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; and
 - 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.

49.5 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.

49.6 Employment Relations Authority

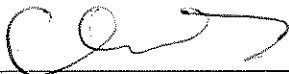
If the problem is not resolved by mediation, either party may refer the problem to the Employment Relations Authority for investigation and determination.

49.7 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.

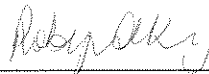
Signed on 15 day of MARCH 2018

AUTHORISED representative
of the UNION PARTY



Lloyd Woods
FOR ASSOCIATION OF SALARIED MEDICAL
SPECIALISTS

AUTHORISED representative
of the EMPLOYMENT PARTY



Robyn King
FOR UNION AND COMMUNITY HEALTH
CENTRE INC CHRISTCHURCH

SCHEDULES

- A. Mutually Agreed Job description (Clause 41).



SCHEDULE A: UNION AND COMMUNITY HEALTH CENTRE GP JOB DESCRIPTION

Aim: The Doctors of the Union and Community Health Centre 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 illness and will work in cooperation with other health workers regardless of discipline to ensure the excellent care of our clients. Well health promotion, disease prevention and curative medicine will be practiced in an integrated way (RNZCGP GP description).

Location: The GP's will work from the practice rooms at 201 Linwood Ave. They will also be required to work shifts on behalf of the centre at the Bealey Avenue After Hours Surgery. In addition to these clinic locations GP 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.

Terms and Conditions:

As outlined in the centre's collective GP Employment Agreement.

Key Relationships:

Internal Clinical Colleagues:

- communicate as necessary regarding patient treatment management;
- provide support and supervision and encourage professional development;
- consider and debate appropriate health perspective for clinic policy formation or implementation.

Manager:

- regular and thoughtful interaction about policies and the direction of the centre
- communicate regularly about organizational issues
- cooperation as required for implementation of new initiatives.

Community Health Workers and Specialists:

- liaise as necessary to ensure patient welfare and access to full range of services
- interact with as appropriate in the context of professional development activities.

Administrative Staff:

- communicate regularly about organisational issues e.g. timekeeping, correspondence
- interact as appropriate to ensure an atmosphere of friendly respect and courtesy is maintained and evident to our patient population.

GP Team Leader:

- regular communication regarding organisational issues
- regular and thoughtful interaction regarding the policy and direction of the centre and its health implications
- interaction as appropriate regarding professional development and performance management and workload.

Patients:

- respectful and compassionate service provision
- co-operation to determine health goals and implement well health plan.

Key Tasks:

Clinical Care:

The GP's employed by the centre will 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.

Team Work:

- attending staff meetings and training
- participation in sub groups with particular focus
- participation in clinic community activities
- communication about personal activities or movements and discussion about their impact on team functioning and patient care (eg absence or holidays discussed care of chronic patients with other health team members)
- respectful communication about dissatisfactions with other team members' performance or contributions
- appropriate liaison with other team members re particular client health needs.

Teaching:

- actively encourage the development of GP Registrars 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 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
- Supervising medical students requires two appointments per 3 hour afternoon session to be blocked off.

Patient Relationship Management

- greet clients in a friendly and courteous way including introduction of self using full name where appropriate before conducting consultation
- handle conflict creatively and responsibly
- be non judgmental
- demonstrate cultural sensitivity.

Information Management and Paperwork:

- ensure deadlines and requirements for remunerated paperwork are met
- cooperate with nursing and administrative staff to facilitate ease of administrative or correspondence tasks
- ensure legible thorough and accurate patient notes are maintained for all patient contacts
- fulfil RNZCGP requirements for certification
- contribute to the design of clinic population profile and patient management information systems.

Time Keeping and Personal Responsibility:

- as far as is practicable comply with clinics appointment timetable (time overruns in excess of 20 minutes are considered undesirable)
- ensure promptness for meetings
- practical, comfortable and tidy dress
- use leave entitlements responsibly
- as much as possible ensure your own wellness and fitness to practice.

Performance Management: Ongoing Professional Development:

- Participation in peer supervision.
- Membership of the Royal College.
- Participation in internal training.
- Undertake clinical audit cycles and clinical management.

Participation in Performance Review:

- Annual staff review.
- Royal College Patient satisfaction survey.
- Annual Clinical notes audit.

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