



FAMILY PLANNING COLLECTIVE AGREEMENT

1 NOVEMBER 2017 TO 31 OCTOBER 2019



**ASSOCIATION OF SALARIED MEDICAL SPECIALISTS
TOI MATA HAUORA**

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1. APPLICATION

- 1.1 This is a collective employment agreement made under Part 5 of the Employment Relations Act 2000. The parties to this agreement agree to the terms and conditions outlined in this document.
- 1.2 The terms and conditions in this agreement are a minimum. Better terms and conditions for employees may be provided for as additional terms and conditions of employment as per section 61 of the Employment Relations Act 2000.
- 1.3 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.
- 1.4 Any agreement to vary the contents of this agreement requires the consent of the parties and shall be recorded in writing, signed by the parties, appended to the agreement and forwarded to the employees covered by the agreement.

2. PARTIES

The parties to this agreement are:

- 2.1 The New Zealand Family Planning Association
[hereinafter referred to as "*the employer*" or "*New Zealand Family Planning Association*"]
- 2.2 The Association of Salaried Medical Specialists
[hereinafter referred to as the "*ASMS*" or "*union*", the applicable union registered under the Employment Relations Act 2000]

3. COVERAGE

- 3.1 This collective agreement shall cover employees of New Zealand Family Planning who are members of the Association of Salaried Medical Specialists and who are engaged by New Zealand Family Planning Association in the classifications provided for in clause 8 or who are acting up in the National Medical Advisor role.

4. MUTUAL TRUST AND CONFIDENCE

- 4.1 The parties acknowledge that an essential feature of this employment relationship is that it will be based on mutual trust and confidence between them.
- 4.2 The employer shall be a good employer in all its dealings with the employees, treating them fairly and reasonably in all aspects of their employment and use its best endeavours to provide a safe working environment.

5. TERM

The term of this agreement will be from 1 November 2017 to 31 October 2019. Unless otherwise agreed to its provisions shall take effect from 1 November 2017.

6. JOB DESCRIPTIONS

Each employee is entitled to a mutually agreed job description.

7. HOURS OF WORK

- 7.1 Hours of work for each employee are a matter for individual negotiation and agreement. Once agreed they shall be recorded in writing in individual letters of appointment.
- 7.2 When a clinic is operating on reduced hours or with reduced staff, e.g. over the Christmas/New Year period, employees will have the choice of:
- (a) working reduced hours during that time with a corresponding reduction in wages;
 - (b) working their normal hours but at other clinics if work is available;
 - (c) taking annual or unpaid leave for the hours when work is not available.
- 7.3 In situations where an agreement has been reached for the employee to undertake additional hours to that expected, the employee will be paid for that additional work at the normal hourly rate
- 7.4 An interval of ten minutes shall be allowed to each employee during each three-hour continuous period within the employer's time and without deduction from wages, and the employer shall provide hot water, tea, coffee, milk and sugar.
- 7.5 For the purpose of this agreement, unless otherwise stated, one-year equals twelve calendar months, including periods of holiday or other approved leave of absence.

8. CLASSIFICATIONS

- 8.1 **Doctor in Training:** Registered Medical Practitioner undertaking training for a Family Planning Certificate and seeing clients on their own.
- 8.2 **Family Planning Doctor:** Means any medical practitioner who is registered by the Medical Council under the Health Practitioners Competence Assurance Act who is not vocationally registered with the Family Planning and Reproductive Health branch, the Royal Australian and New Zealand College of Obstetrics and Gynaecology or the Australasian Chapter of Sexual Health medicine.
- 8.3 **Vocationally Registered Practitioner:** Means any medical practitioner who is vocationally registered by the Medical Council under the Health Practitioners Competence Assurance Act with the Family Planning and Reproductive Health branch, the Royal Australian and New Zealand College of Obstetrics and Gynaecology or the Australasian Chapter of Sexual Health medicine.
- 8.4 **Medical Advisor:** Means New Zealand Family Planning Association Doctors appointed to have regional and/or locality management responsibilities as described in the Regional/Locality Medical Advisor position description.

9. WAGES

9.1 SALARY SCALES

9.1.1 Doctors employed by the New Zealand Family Planning Association will be paid an hourly rate in accordance with the following scale:

New Zealand Family Planning Association Doctors Scale	Current Rate	Rate effective from 1 November 2017
Step 8	\$74.33	\$80.28
Step 7	\$72.17	\$77.94
Step 6	\$70.07	\$75.68
Step 5	\$66.77	\$72.11
Step 4	\$65.14	\$70.35
Step 3	\$63.19	\$68.25
Doctor in Training/Step 1/Step 2	\$60.02	\$64.82

Vocationally Registered Scale	Current Rate	Rate effective from 1 November 2017
Step 8 VR	\$80.29	\$86.71
Step 7 VR	\$77.95	\$84.19
Step 6 VR	\$75.68	\$81.73
Step 5 VR	\$74.12	\$80.05
Step 4 VR	\$72.56	\$78.36
Step 3 VR	\$69.24	\$74.78
Step 2 VR	\$67.58	\$72.99
Step 1 VR	\$65.61	\$70.86

9.1.2 The initial placement of an employee on the applicable salary scale shall be discussed between the prospective employee and employer, in consultation with the National Medical Advisor (or equivalent) taking into account experience, qualifications, vocational registration (e.g. general practice), duties, responsibility, recruitment and retention.

9.1.3 Placement on the Vocationally Registered Scale requires vocational registration with any of the Family Planning and Reproductive Health branch, the Royal Australian and New Zealand College of Obstetrics and Gynaecology or the Australasian Chapter of Sexual Health Medicine. Vocational Registration with other equivalent Colleges may be considered.

9.2 SALARY PROGRESSION

9.2.1 Progression through Doctors Scale

Movement from appointment step to the next step will not occur until completion of Certificate of Contraception.

Advancement from the appointment step and beyond will be annual subject to completion of a satisfactory performance appraisal in which the doctor is assessed to have demonstrated relevant specific expertise and/or extra commitment to New Zealand

Family Planning Association and/or met identified objectives throughout the assessment period. Advancement to the next step will not be unreasonably withheld

Movement from the Doctors Scale to the Vocationally Registered Scale will not occur until completion of the Diploma of Sexual and Reproductive Health (or equivalent) and upon production of evidence of the successful completion of the requirements for the Vocational Registered Practitioner classification. (as per 9.1.2 above).

Medical Practitioners who achieve a vocational scope of practice during their employment with New Zealand Family Planning Association will translate to the vocationally registered scale one step below their current step on the Doctor scale.

9.2.2 Progression through Vocational Registration Scale

Movement from appointment step to the next step will not occur until completion of Certificate of Contraception.

Advancement from the appointment step and beyond will be annual subject to completion of a satisfactory performance appraisal in which the doctor is assessed to have demonstrated relevant specific expertise and/or extra commitment to New Zealand Family Planning Association and/or met identified objectives throughout the assessment period. Advancement to the next step will not be unreasonably withheld

9.2.3 Where New Zealand Family Planning Association considers that an employee's performance during the year is such that any salary advancement is not likely to occur, the employee concerned will be advised of the basis for New Zealand Family Planning Association's views sufficiently in advance of the date on which the performance appraisal occurs to allow the employee an opportunity to address these concerns.

9.3 Remuneration for Additional Duties

9.3.1 Where a Doctor has agreed to be available on an on-call basis, they will be entitled to payment at one half of the Doctors normal hourly rate for each hour on-call.

9.3.2 Employees who undertake the Medical Advisor role will be remunerated at \$7,500.00 per year (pro-rata) in additional to normal pay.

10. WORK RELATED AND PROFESSIONAL EXPENSES

10.1 To assist with payment of the annual practicing certificate (including medical disciplinary levy); the Family Planning and Reproductive Health branch, the Royal Australian and New Zealand College of Obstetrics and Gynaecology or the Australasian Chapter of Sexual Health Medicine membership fees; medical indemnity assurance and Family Planning and Reproductive Health branch vocational registration fee; BPAC fees; the employer shall reimburse expenses as follows:

- (a) Up to \$3,500.00 per annum for doctors where their only income from medical practice is from New Zealand Family Planning Association. Where the Doctor works for other medical practices these expenses will be shared based on the respective hours worked.
- (b) Other than doctors in their first year of service (who will be reimbursed on completion of that year, on presentation of receipts) doctors will be reimbursed on presentation of receipts.

10.3 Where the employee is requested by the employer to use their own motor vehicle in the course of their employment, they shall be reimbursed \$0.70 cents per kilometre.

10.4 Where the employee incurs real and actual expenses on behalf of New Zealand Family Planning Association during work time this will be reimbursed on production of a receipt.

11. SERVICE AND PRO-RATED ENTITLEMENTS

11.1 Service for the purpose of this agreement means continuous service with the New Zealand Family Planning Association which has not been broken by agreed periods of leave without pay greater than three months or a longer period where agreed with the employer.

11.2 In determining each employee's pro-rated entitlements under the agreement the ratio to be applied will be the same as that which the employee's agreed or actual annual hours of work (whichever is the greater) bears to the figure 2080.

12. SICK LEAVE

12.1 Employees shall be entitled to sick leave on full pay for time they would otherwise have worked according to the following scale:

After 3 months service	5 days
After 6 months service	An additional 5 days
On completion of each subsequent year of service	An additional 10 days

12.2 Employees shall be entitled to take sick leave to look after a sick child or dependent relative or partner.

12.3 Unused sick leave may be carried forward and accumulated up to a maximum of 40 days (4 years).

12.4 Employees who work less than 40 hours each week shall be entitled to a minimum of 5 days sick/domestic leave per annum. Leave provided for in excess of these 5 days in accordance with clause 12.1 shall be on a pro-rata basis.

12.5 The employer may require an employee to produce satisfactory supporting evidence of sickness in accordance with the Holidays Act 2003 and its amendments and/or to produce evidence of a relative's dependency before granting paid leave in accordance with this clause.

13. ANNUAL LEAVE

13.1 Employees shall be entitled to four weeks paid annual leave in accordance with the Holidays Act 2003 and its amendments.

13.2 Approval for taking annual leave shall not be unreasonably withheld.

13.3 Combination of annual leave, long service leave, and leave carried forward shall not be taken in one block of greater than five weeks, except with approval of the Chief Executive, or her/his nominee. The approval will not be unreasonably withheld.

13.4 Part-time employees' entitlement to annual holidays will be on a pro-rata basis.

14. LONG SERVICE LEAVE

- 14.1 Employees shall be entitled to paid long service leave (pro-rated for those working less than 40 hours each week) in accordance with the following scale:
- (a) One week's leave on completion of 10 years' service to be taken within the next 5 years;
 - (b) One week's leave on completion of 15 years' service to be taken within the next 5 years;
 - (c) One week's leave on completion of 20 years' service to be taken within the next 5 years;
 - (d) One week's leave on completion of 25 years' service to be taken within the next 5 years;
 - (e) One week's leave on completion of 30 years' service to be taken within the next 5 years;
 - (f) One week's leave on completion of 35 years' service to be taken within the next 5 years.
- 14.2 If, having become entitled to a period of long service leave, an employee leaves their employment before taking the leave they shall be entitled to payment in lieu of that leave.
- 14.3 Long service leave shall be calculated on the basis of the employee's base hourly rate specified in clause 9.1 exclusive of any allowances.
- 14.4 For the purpose of this agreement one week's long service leave shall be equivalent to the number of ordinary hours normally worked by the employee during a week, at the time the employee takes the long service leave. Long service leave will be paid at the current salary level.

15. PUBLIC HOLIDAYS

- 15.1 The public holidays shall be: Christmas Day, Boxing Day, New Year's Day, 2 January, Waitangi Day, Anzac Day, Good Friday, Easter Monday, the Sovereign's Birthday, Labour Day, the Local Anniversary Day.
- 15.2 Employees shall be entitled to payment for each public holiday provided the holiday falls on a day they would otherwise have worked. Payment shall be for the number of hours that would have been worked that day.
- 15.3 (i) The employer may require employees to work on a public holiday provided the public holiday falls on a day which, but for it being a public holiday, would otherwise be a working day for an employee.
- (ii) Where an employee works on a public holiday, the employee shall be paid for the time worked at the rate of time and a half and be entitled to an alternative holiday to be taken in accordance with the Holidays Act 2003.

16. BEREAVEMENT/TANGIHANGA LEAVE

16.1 The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of the Tangihanga (or its equivalent). The length of time shall be three days at any one time provided that where the funeral is overseas an additional two days paid time will be allowed. In the event that significant travel is required within New Zealand, the employer may at its discretion extend the paid time off beyond the three days. In granting time off and in considering the length of time, the employer will administer these provisions in a culturally sensitive manner.

16.2 On application to the appropriate Director additional unpaid leave may be granted in special circumstances.

17. HOLIDAYS ACT 2003

The provisions in this agreement relating to sick leave, domestic leave and bereavement leave include the entitlements conferred under the Holidays Act 2003 and its amendments and are not in addition to them.

18. PARENTAL LEAVE

Employees are entitled to parental leave in accordance with the Parental Leave and Employment Protection Act.

19. JURY SERVICE

Where an employee is obliged to undertake jury service, the employee will be entitled to take leave on pay provided the employee pays the fees received from the Court (excluding expenses) to New Zealand Family Planning Association.

20. MEDICAL EXAMINATIONS

New Zealand Family Planning Association may, at its expense, require an employee to undergo a medical examination by a registered medical practitioner mutually agreed with the employee in circumstances where:

- (i) New Zealand Family Planning Association require a medical clearance for an employee who has had an extended period of absence due to a medical condition; or
- (ii) New Zealand Family Planning Association has reasonable grounds to believe an employee's medical condition is having a detrimental impact upon an employee's ability to perform their duties.

A copy of any medical report furnished by such medical practitioner shall be available to both parties.

21. CONTINUING PROFESSIONAL DEVELOPMENT

21.1 The employer requires that employees be fully informed and where possible practiced in developments in their profession. To facilitate this, doctors who have worked at least one year for the employer receive 80 hours approved paid study leave each year (pro rata for part-timers) plus agreed reasonable travelling time. Approved study leave may be

granted for relevant conferences, seminars, courses, workshops and any other professional development event. This leave may be accumulated for a maximum of three years

- 21.2 The employer may at its discretion approve up to 20 hours of an employees paid study leave each year (pro rata for part timers) to be undertaken on days that would not normally be a working day for the employee. Approval will not be unreasonably withheld.
- 21.3 Doctors shall be reimbursed actual and reasonable expenses for agreed approved study up to \$3,000 per annum, pro rata for part-timers.
- 21.4 Employees are entitled to the following periods of in-service training, clinical audits and peer reviews on pay and New Zealand Family Planning Association will reserve some of the in-service benefit for continuing professional development, the number of hours to be determined as follows:
- (a) those working less than 12 hours each week – up to 10 hours each year;
 - (b) those working 12 hours or more each week – up to 28 hours each year;
 - (c) all in-service training must be approved by the employer.

As part of the annual planning, development and review process, appropriate and affordable training/professional development/study leave will be identified in line with the operational plan and objectives and an individual's objectives and career path.

22. RESEARCH, PUBLICATIONS AND INTELLECTUAL PROPERTY

- 22.1 The employer acknowledges the right of employees to undertake relevant research and to present the results at appropriate meetings and to publish papers and books in accordance with New Zealand Family Planning Association's research policy.
- 22.2 The parties recognise that both employer and employee have legitimate interests in the ownership of copyright and the intellectual property rights, reflected by their respective contributions. Accordingly, they agree that any material proceeds or benefits will be shared in proportion to their respective contribution.
- 22.3 The employee will discuss the use of New Zealand Family Planning Association material information in research papers/books with the Chief Executive (or as delegated to the New Zealand Family Planning Association Research Committee) prior to beginning the research and prior to publication.

23. PRODUCTIVITY OF SERVICES

Both parties are committed to monitoring, promotion and improving the productivity (efficiency and effectiveness), both quantitatively and qualitatively, of services. Employees and management agree to consult and co-operate on productivity.

24. PROFESSIONAL MATTERS

- 24.1 The employer recognises the duties of a Doctor registered with the Medical Council of New Zealand including the primacy of personal responsibility to their patients. In addition to personal responsibility for their own clinical practice, employees have a group responsibility to New Zealand Family Planning Association for the delivery of the whole service.

Changes in workload will be dealt with jointly and this will include the employees' participation in short and long-term planning of staffing requirements.

24.2 The benefits of clinic audit, peer review, oversight for those without vocational registration, New Zealand Family Planning Association's performance planning and review system and clinical governance, are recognised by both parties. Employees are required to participate regularly in such programmes and the employer will ensure sufficient time and opportunity are provided.

24.3 Scopes of Practice

Each employee will provide a copy of their Annual Practising Certificate and Scope of Practice to New Zealand Family Planning Association and will ensure that New Zealand Family Planning Association is informed forthwith of any changes to the employee's Scope of Practice.

25. PROTECTIVE CLOTHING

When the nature of the duties required of the doctor is likely to result in damaged or soiled clothing, the employer shall supply a smock or other protective clothing on request and shall renew the same as reasonably required.

26. TERMINATION OF EMPLOYMENT

Unless otherwise specified employees shall be given at least one month's notice of termination of employment and shall give one month's notice of resignation or retirement. This period of notice may be reduced or extended by mutual agreement. This shall not prevent the employer from summarily dismissing the employee for serious misconduct. Where the employment is terminated by either party without notice for reasons other than serious misconduct one month's wages shall be paid or forfeited in lieu of notice.

27. REDUNDANCY (STAFF SURPLUS)

27.1 The employer shall provide the employee and the union with one month's notice of any impending redundancy and shall endeavour to find suitable redeployment.

27.2 Where an employee is declared redundant the employee shall be entitled to redundancy compensation to be calculated as follows:

- three weeks ordinary pay for the first complete year of service; and
- two weeks ordinary pay for each subsequent complete year of service.

Compensation will be paid to a maximum of 13 weeks.

Ordinary Pay is an employee's base hourly rate excluding all allowances.

27.3 An employee shall not be entitled to redundancy compensation in the following circumstances:

(a) **Technical Redundancy**

Where employment is being terminated by the employer by reason of a restructuring, as defined in s.69B of the Employment Relations Act 2000, of the whole or part of the operations, the employee shall have no entitlement to redundancy compensation if the new employer has offered the employee continued employment on the same or no less favourable terms.

(b) **Redeployment**

Where the employee has been offered redeployment to a new position on the same or no less favourable terms.

27.4 Employee Protection

- (a) In any case of restructuring, as defined in s.69B and 69C of the Employment Relations Act 2000, the employer will notify the affected employees of the restructuring as soon as is practicable, subject to requirements to protect commercially sensitive information.
- (b) In the course of negotiating a sale and purchase agreement or a contract for services, the employer will:
- endeavour to obtain employment (if practicable) with the new employer; and
 - endeavour to obtain such employment on the same or no less favourable terms.
- (c) The employer will subsequently advise the affected employees as to whether employment opportunities exist with the new employer and, if so, the nature of those opportunities.
- (d) Where employment opportunities exist, the employer will advise the affected employees of their right to accept or decline to transfer to the new employer.
- (e) If an employee chooses to transfer to the new employer he/she will not be deemed to be redundant and the provisions of clause 27 will not be applicable.
- (f) If an employee chooses not to transfer to the new employer or if there are no employment opportunities with the new employer, clause 27 will be applicable.

Note: This clause is inserted pursuant to the Employment Relations Amendment Act (No. 2) 2004.

28. CONFIDENTIALITY

Employees shall not utilise or disclose confidential information in regard to the employer's operations, business, clients or patients acquired by or available to them in the course of their employment, or use such information without the employer's prior authorisation. This shall not prevent employees from making appropriate ethical/professional disclosures regarding individual patient clinical status and associated legal issues. On the termination of employment all such matters shall remain confidential and shall not be utilised or disclosed without the written consent of the Chief Executive or their authorised representative.

29. NON-SOLICITATION

The employee agrees not to individually approach or canvass the employer's clients or patients for the purpose of offering alternative care/services by themselves or on behalf of some other person, firm, corporation, or organisation with whom the employee has some connection both during employment and for a period of three months from the date of termination.

30. DEDUCTION OF ASSOCIATION OF SALARIED MEDICAL SPECIALISTS FEES

The employer shall deduct Association of Salaried Medical Specialists fees from the wages of employees who are members of the Association of Salaried Medical Specialists when authorised in writing by members. The employer will forward such deductions each month to the Association of Salaried Medical Specialists.

31. RIGHTS OF PRIVATE PRACTICE AND CONFLICT OF INTEREST

- 31.1 The employer recognises the right of employees to engage in private practice.
- 31.2 Employees exercising this right shall not allow it to adversely affect the performance of their obligations under the contract.
- 31.3 Before the employee does anything that might compete against the material interests of the employer, e.g. compete against the employer for contestable funding, the employee shall consult the employer in an effort to avoid a conflict and reach agreement on the matter.
- 31.4 The parties accept that in the absence of their reaching agreement in respect of any possible conflict of interest, legal remedies are available to them.

32. HEALTH & SAFETY

- 32.1 New Zealand Family Planning Association will provide and maintain a safe and healthy working environment.
- 32.2 Employees will be required to actively participate in maintaining a healthy and safe working environment and in promoting the on-going provision of health and safety improvements in the workplace.
- 32.3 The employees covered by this agreement acknowledge that they have an obligation to report to work in such a condition that they are able to perform duties properly and safely.
- 32.4 If an employee has any concerns at all in respect to her/his safety and well-being or the safety and well-being of others, an employee shall report this to her/his manager immediately.

33. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

33.1 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.

33.2 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.

33.3 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.

33.4 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 Ministry of Business, Innovation and Employment.
- (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.

33.5 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.

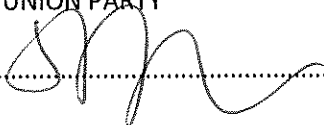
33.6 Employment Court

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.

SIGNATURE OF THE PARTIES

Dated this 8th day of March 2018

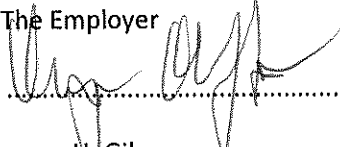
Authorised Representative of
The UNION PARTY



Sarah Dalton
Industrial Officer

For the
ASSOCIATION OF SALARIED MEDICAL SPECIALISTS

Authorised Representative of
The Employer



Raewyn H. Gibson
Employers' Advocate

For and on behalf of
NEW ZEALAND FAMILY PLANNING ASSOCIATION