



ASSOCIATION OF SALARIED MEDICAL SPECIALISTS
TOI MATA HAUORA

Proposed Terms of Settlement

06/10/2025

Tū Ora Compass Health – Tū Ora Compass Health Sexual Health Services Collective Agreement

The following are the proposed terms of settlement, subject to ratification, reached between the Association of Salaried Medical Specialists and Tū Ora Compass Health - Sexual Health Services.

Term of the Agreement

The Agreement will come into effect on 01 July 2025 and expire on 30 June 2026

Remuneration

The salary scales will be amended to mirror any percentage increase and/or structural change to the scales negotiated as an outcome of the ASMS/DHB SECA. This will include any lump sums. Increases and lump sums shall apply from 01 July 2025.

Technical changes to the CEA

Clause 3 Term

3.1 The term of this agreement is from 01 July 2025 and shall expire on 30 June 2026

Clause 5 Salaries

5 (f) ***To now read*** - Advancement shall be by annual automatic increment. Advancement is subject to satisfactory performance of agreed duties and responsibilities.

Clause 7 Payment of salary

Replace with new wording

Salaries shall be paid fortnightly by direct credit to a New Zealand bank account nominated by the employee and in the employee's name.

Clause 16 Annual leave

Replace with new wording

- 16.2 Pay for outstanding and accrued annual leave is based on the last 12 month's average daily rate, not full rate of pay which may differ.

NEW CLAUSE

Clause 20 Family violence leave

- 20.1 The employer is committed to supporting staff that who experience family violence, and staff seeking to address their issues with violence as and when occurrence of the violence is raised with the employer.
- 20.2 Employees affected by family violence have rights under the Employment Relations Act 2000, Holidays Act 2003 (relating to Family Violence Leave (ss72A-72)) and the Human Rights Act 1993.
- 20.3 Any staff member experiencing family violence should talk to their manager, Human Resources or union representative regarding the support available within these legislative provisions. Confidentiality is assured.

OLD CLAUSE 20

Clause 21 Parental leave

Replace with new wording

- 21.2(d) Where, for reasons pertaining to the pregnancy, an employee, on medical advice and with the consent of the employer, elects to work reduced hours at any time prior to confinement, then the calculation of payment shall be based on the proportion of full-time employment immediately prior to any such recommended reduction in hours.

New clause

- 21.2(g) Where an employee is absent on parental leave for less than 14 weeks, he/she shall be paid for the period of leave taken.

CLAUSE 22 becomes 23, 23 becomes 24

OLD CLAUSE 25 is now CLAUSE 26

Clause 26 Investigation of Clinical Practice

New sub-clause

- 26.7 Pending the outcome of an investigation, if the employer believes on reasonable grounds that the nature of the complaint or concern raises a serious and ongoing risk of harm to a

third party should the employee continue to practice without restriction, after consulting the employee, it may impose restrictions on the employee's clinical practice.

- (a) Such restrictions shall be kept to the absolute minimum consistent with the need to avoid the serious and ongoing risk of harm to a third party.
- (b) Unless otherwise agreed, the restrictions shall continue until the completion of the investigation.
- (c) During the period of restrictions, the employee shall continue with their other duties and receive full pay for all duties they would otherwise have taken.

Re-numbered clauses

26.8 The employer shall meet the costs of conducting these investigations and reviews.

26.9 The parties acknowledge that for the purposes of employment law any decision to impose, extend, or vary restrictions on an employee's practice is ultimately a decision of the employer.

26.10 The employer and the affected employee may agree to vary any of these provisions.

RENUMBER clauses 26-47

Clause 48 Resolution of relationship problems

Replace with new wording

Clause 48.2 If an employee raises a personal grievance, they must raise the grievance with their employer within 90 days of the action alleged to amount to a personal grievance occurring or coming to the notice of the employee whichever is the later. If the personal grievance is that an employee has been sexually harassed in the employee's employment, the grievance must be raised within twelve months (instead of 90 days).

Matters agreed but not contained in the Collective Agreement

The parties agreed to work together to amend Schedule 1, Tū Ora Compass Health CME guidelines. The new Schedule 1 to be based on the relevant portions of HNZ policy noting that HNZ does not currently have an overarching CME policy. Once agreed by the parties, the new Schedule 1 will replace the current Schedule 1 during the term of this Agreement.

The negotiators for the parties agree that these are the proposed terms of settlement that will be submitted for ratification.

Association of Salaried Medical Specialists

Tū Ora Compass Health Sexual Health

Advocate: 
Jane Lawless

Advocate: 
Melissa Mulholland-Simpson

Date: 09/10/2025


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