## Health New Zealand | Te Whatu Ora and

# **Association of Salaried Medical Specialists | Toi Mata Hauora**

# Senior Medical and Dental Officers Collective Agreement

## Offer to Settle - 31 July 2025

Health NZ makes the offer set out below to settle the Health NZ – ASMS Collective Agreement.

This offer is the result of extensive bargaining that began in September 2024. This offer is the best that Health NZ can make in the current environment. This offer remains open for acceptance until Sunday 31 August 2025.

This document sets out all changes to the current collective agreement clauses that form part of the Health NZ offer for settlement.

Where there is no proposed change, the current wording remains.

## **Collective Agreement Changes**

CLAUSE	TITLE	DETAIL OF CHANGE
10	Term	Amend clause 10 Term to read:  10.1 This Agreement replaces the previous applicable collective agreement which expired on 31 August 2024.  10.2 This Agreement shall come into effect on 1 June 2025 and shall expire on 28 February 2027.
12.4	Base Salary Scales	See below
	Workforce Planning	Additional Clause – insert before 41 Patient Safety  The parties agree that workforce planning is central to the efficient, effective and productive functioning of the health system. The parties have a mutual interest in establishing and maintaining fully staffed services.
		Workforce planning plays a central role in identifying, monitoring and managing risk, including by tracking variations in workforce composition, patient demand, and employee wellbeing.  Workforce planning considers organisational demands, service pressures and service sizing. Both parties acknowledge that medical workforce planning sits in the wider context of health workforce planning.
		District, Regional and National Health NZ/ASMS forums will be established for the purpose of monitoring workforce changes,

CLAUSE	TITLE	DETAIL OF CHANGE	
		recruitment processes and the outcomes of service sizing. Both parties will provide relevant information needed to carry out this work, including up-to-date recruitment and workforce data.	
		The workforce planning groups may consider solutions where vulnerable services are brought to their attention.	
		These processes do not derogate from the parties' obligations and rights under the Health and Safety at Work Act 2015 or the parties' obligations under clauses 41.1 and 41.2.	
Part One	Te Mauri o	Part One – insert after Te Tiriti o Waitangi	
	Rongo   The New Zealand	Te Mauri o Rongo   The New Zealand Health Charter	
	Health Charter	The parties agree to abide by the principles as set out in Te Mauri o Rongo   The New Zealand Health Charter which supports and promotes a safe working culture across the health sector.	
		WAIRUATANGA	
		Working with heart, the strong sense of purpose and commitment to service that health workers bring to their mahi.	
		Every worker is treated with respect and dignity.	
		Organisations foster a supportive culture, promote open	
		communication, empathy and respect and encourage a	
		<ul><li>sense of belonging.</li><li>Workplaces are physiologically, physically, mentally and</li></ul>	
		culturally safe.	
		Workplaces are free of bullying, harassment and discrimination in all its forms.	
		RANGATIRATANGA	
		As organisations we support our people to lead. We will know our people; we will grow those around us and be accountable with them in contributing to Pae Ora for all.	
		Leadership is transparent, authentic, emotionally	
		intelligent and representative of the workforce.	
		The workforce is well-trained and are supported and	
		encouraged to develop their skills.	
		WHANAUNGATANGA	
		We are a team, and together a team of teams. Regardless of our role, we work together for a common purpose. We look out for each other and keep each other safe.	
		"Whiria te tangāta" – we will weave our people together.	
		The workforce and their unions are meaningfully involved	
		in decision-making.	
		We value strong workplace relationships; those between	
		our organisations; organisations and unions, kaimahi and	
		the individuals, whānau and communities we serve.	

CLAUSE	TITLE	DETAIL OF CHANGE
		High quality working conditions are available for our teams to provide high quality services.
		TE KOROWAI ĀHURU
		A cloak which seeks to provide safety and comfort to the workforce.
		<ul> <li>Workplaces are equitable and workers and their unions are treated fairly and with respect and dignity.</li> </ul>
		Our commitment to the principles and our obligations to Te Tiriti o Waitangi underpins our thinking, planning and activity.
7	New	Amend Clause 7 – New Employees and Job Offers (add at end):
	Employees and Job Offers	Health NZ will ensure job offers include reference to superannuation and other relevant information, such as orientation standards.
12.2(b)	Progression	Amend Clause 12.2(b) as follows:
		b) Thereafter, advancement through the salary scales shall be annual, subject to satisfactory performance of the employee's agreed duties and responsibilities.
		For specialists the annual anniversary date shall reflect the anniversary of when the employee
48	Job	Amend Clause 48 as follows;
	Descriptions	Every employee will have a recognised base hospital/workplace.  Arrangements regarding outreach clinics/list will be agreed, reasonable, equitable and appropriately job sized, and in accordance with a coherent service provision plan.
Technical ch	anges	
Throughout	Updating employer title	References to Te Whatu Ora updated to Health NZ   Te Whatu Ora throughout document.
Throughout	References	Updated reference numbers where necessary to align with new clause numbering.
Throughout	Updating	Clause 29 (opening paragraph)
	reference to legislation	<ul> <li>Change parental leave and employment protection act 1987 to Parental Leave and Employment Protection Act 1987</li> </ul>
		Clause 51A Change Privacy Act to Privacy Act 2020 Clause 54
		<ul> <li>New Zealand Public Health and Disability Act 2000 to Pae         Ora (Healthy Futures) Act 2022</li> <li>Hospitals Act 1957 (delete)</li> </ul>
		Privacy Act 1993 to Privacy Act 2020

CLAUSE	TITLE	DETAIL OF CHANGE
		Smoke-free Environments Act 1990 to Smokefree     Environments and Regulated Products Act1990
		Schedule 1 Availability Allowance (Clause 14)  Wairarapa District Health Board  Special Features  • (c) change Mental Health Act to Mental Health  (Compulsory Assessment and Treatment) Act 1992

## Other provisions forming part of this offer

### 1. Base Pay Movements

Effective on 2 June 2025;

• 2% increase effective from 2 June 2025.

Effective on 1 September 2025;

- Remove bottom 3 steps of both the specialist and officer SMO scales
- SMOs on Steps 1-3 transfer to current Step 4 of relevant scale.
- Any new SMOs commence on current Step 4 of relevant scale.
- 0.5% increase on top step
- 0.8% increase to all other steps

All base pay increase are on printed rates only.

Effective on 1 September 2026;

• 1% increase effective from 1 September 2026.

Base Salary Scales are amended as follows;

Medical & Dental Specialists				
		1-Jun-25	1-Sep-25	4.00-00
	current	1-Juli-25	0.8%	1-Sep-26
		2.0%	0.5%	1.0%
S15	\$267,980	\$273,340	\$274,707	\$277,454
S14	\$262,080	\$267,322	\$269,461	\$272,156
S13	\$256,180	\$261,304	\$263,394	\$266,028
S12	\$250,280	\$255,286	\$257,328	\$259,901
S11	\$244,380	\$249,268	\$251,262	\$253,775
S10	\$238,480	\$243,250	\$245,196	\$247,648
S9	\$232,580	\$237,232	\$239,130	\$241,521
S8	\$226,680	\$231,214	\$233,064	\$235,395
S7	\$220,780	\$225,196	\$226,998	\$229,268
S6	\$214,880	\$219,178	\$220,931	\$223,140
S5	\$208,980	\$213,160	\$214,865	\$217,014
S4	\$203,080	\$207,142	\$208,799	\$210,887

S3	\$197,180	\$201,124	\$203,080	\$203,080
S2	\$191,280	\$195,106		
S1	\$185,380	\$189,088		
SFellow	\$179,480	\$183,070	\$184,535	\$186,380

Medical & Dental Officers				
O14	\$210,933	\$215,152	\$216,228	\$218,390
O13	\$205,683	\$209,797	\$211,475	\$213,590
O12	\$200,433	\$204,442	\$206,078	\$208,139
O11	\$195,183	\$199,087	\$200,680	\$202,687
O10	\$189,933	\$193,732	\$195,282	\$197,235
O9	\$184,683	\$188,377	\$189,884	\$191,783
O8	\$179,433	\$183,022	\$184,486	\$186,331
07	\$174,183	\$177,667	\$179,088	\$180,879
O6	\$168,933	\$172,312	\$173,690	\$175,427
O5	\$163,683	\$166,957	\$168,293	\$169,976
04	\$158,433	\$161,602	\$162,895	\$164,524
O3	\$153,183	\$156,247	\$158,433	\$158,433
O2	\$147,933	\$150,892		·
01	\$142,683	\$145,537		

#### 2. Retention Payments

### **Retention Payments**

These payments will be to employees for the period 1 July 2024 to 30 June 2025 and 1 July 2025 to 30 June 2026, to acknowledge their work in services / locations with significant vacancy levels.

The payment will be calculated based on vacancy levels on 30 June 2025 and 30 June 2026.

The payment acknowledges the employee's contribution to operational continuity and performance during the preceding year.

The aggregate value of the payment will be \$17m for each of the two periods (24/25 and 25/26) net of offsets.

#### Criteria and process

- Retention payments will first be allocated to SMOs working in services with high vacancy rates (by location).
- Retention payments will then be allocated to SMOs working in rural and provincial locations with high vacancies.

Rural and provincial locations are defined as districts that have do not have an 'urban 1' hospital as defined by the Geographical Classification for Health through the Rural Health Research Network,

University of Otago<sup>1</sup>. Additional services at locations that do not meet the Geographical Classification may be considered for a Retention Payment at the discretion of Health NZ.

Health NZ and ASMS gather and validate vacancy data categorised by location and service as at 30 June 2025 (year one) and 30 June 2026 (year two).

Matrices will be filled with corelating numbers of SMOs.

Factoring is then established to ensure the entire fund is allocated in a meaningful and transparent manner.

Payment of Retention Payment is prorated both by the SMO's FTE<sup>2</sup> and for the period of time the SMO worked during the specific period in the qualifying service Eligibility requires the SMO to be employed in a qualifying service on 30 June 2025 and / or 2026.

The parties may agree to include services and/or locations that do not meet these criteria.

#### **Factoring Matrix**

The Retention Payments will be calculated using a factoring matrix, which is a structured table that applies adjustable factors to determine payment amounts. The factoring matrix allows for the application of different weightings and adjustments to reflect various criteria or categories relevant to retention.

The specific elements of the factoring matrix that may be adjusted include the vacancy rate and groupings, the factoring figure, the factoring by vacancy rate.

Adjustments to these elements enable tailored calculations that reflect the intended retention strategies and priorities to ensure the full value is allocated. The parties will work together to establish the elements and to ensure the allocation of the funds as soon as is practicable.

The matrices will be structured as follows (as an example and subject to data validation);

#### **SERVICE VACANCIES (by location)**

factor matrix	
Base	
15 - 20%	
20 - 25%	
25 - 30%	
30%+	

### **RURAL & PROVINCIAL VACANCIES**

factor matrix	
Base	
15 - 20%	
20 - 25%	
25 - 30%	
30%+	

#### Factor of 1 equals

Base	
15 - 20%	
20 - 25%	
25 - 30%	
30%+	

#### Factor of 1 equals

Base	
15 - 20%	
20 - 25%	
25 - 30%	
30%+	

<sup>&</sup>lt;sup>1</sup> Maps | RHRN | University of Otago

<sup>&</sup>lt;sup>2</sup> This captures routine hours worked, excluding additional duties, to a maximum of 1FTE

#### Offset of allowances paid

Allowances and other enhancements paid in the qualifying period would be offset to ensure an SMO does not receive multiple allowances for the same or a similar purpose. This means any offsetable allowance already paid to an SMO who is due Retention Payment calculated under this provision would be deducted from the Retention Payment due to the SMO.

The categories of allowances to be offset includes:

- a. Rural or locations-based allowances
- b. Retention allowances
- c. Recruitment allowances
- d. Vacancy based allowances
- e. Specific service-based allowances introduced to address high vacancies
- f. Personal allowances where the intention was to recruit or retain the individual or to address service or location challenges
- g. Any other allowance or enhancement that is paid for a purpose that is clearly related to these factors.

Health NZ will consult with ASMS on the application of offsets, noting that offsets are not savings for Health NZ. The operation of this framework does not alter any current entitlements.

#### 3. Continuing Medical Education: Policy

Health NZ and ASMS will jointly develop a national CME policy during the term of this agreement.

This policy will set out principles and guidance on the appropriate use of the CME allocation.

The draft policy will be subject to consultation.

#### 4. SMO Remuneration Project

#### Commitment of Health NZ and ASMS to the SMO Remuneration Project

Health New Zealand and the Association of Salaried Medical Specialists remain committed to working together on a regular basis and sharing information in order to complete work on the SMO Remuneration Project. The objectives of this project are outlined in the *Recommendation of the Facilitations* report that was an outcome of the 2023 bargaining.