

**Association of Salaried Medical Specialists/Toi Mata Hauora  
and  
20 District Health Boards**

**Senior Medical and Dental Officers MECA**

**Terms of Settlement**

**10 June 2022**

This document sets out all changes to the MECA clauses that form part of the DHB's offer for settlement. Where there is no proposed change, the current MECA wording remains.

Section	Clause	Wording																																																
10. Term	10.1	REPLACE "31 March 2020" with "31 March 2021"																																																
	10.2	REPLACE "1 April 2020" with "1 April 2022" REPLACE "31 March 2021" with "31 March 2023"																																																
12 Salaries	12.4(a)	REPLACE existing Specialist salary table with the following table:																																																
		<table border="1"> <thead> <tr> <th>Step</th> <th>6-Apr-20</th> <th>4-Apr-22</th> </tr> </thead> <tbody> <tr> <td>15</td> <td>244,560</td> <td>250,560</td> </tr> <tr> <td>14</td> <td>237,937</td> <td>243,937</td> </tr> <tr> <td>13</td> <td>231,823</td> <td>237,823</td> </tr> <tr> <td>12</td> <td>225,199</td> <td>231,199</td> </tr> <tr> <td>11</td> <td>217,557</td> <td>223,557</td> </tr> <tr> <td>10</td> <td>211,952</td> <td>217,952</td> </tr> <tr> <td>9</td> <td>206,542</td> <td>212,542</td> </tr> <tr> <td>8</td> <td>201,135</td> <td>207,135</td> </tr> <tr> <td>7</td> <td>195,729</td> <td>201,729</td> </tr> <tr> <td>6</td> <td>190,322</td> <td>196,322</td> </tr> <tr> <td>5</td> <td>184,915</td> <td>190,915</td> </tr> <tr> <td>4</td> <td>179,508</td> <td>185,508</td> </tr> <tr> <td>3</td> <td>174,100</td> <td>180,100</td> </tr> <tr> <td>2</td> <td>168,693</td> <td>174,693</td> </tr> <tr> <td>1</td> <td>164,369</td> <td>170,369</td> </tr> </tbody> </table>	Step	6-Apr-20	4-Apr-22	15	244,560	250,560	14	237,937	243,937	13	231,823	237,823	12	225,199	231,199	11	217,557	223,557	10	211,952	217,952	9	206,542	212,542	8	201,135	207,135	7	195,729	201,729	6	190,322	196,322	5	184,915	190,915	4	179,508	185,508	3	174,100	180,100	2	168,693	174,693	1	164,369	170,369
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	12.4 (b)	<p>REPLACE existing Officer salary table with the following table:</p> <table border="1" data-bbox="643 197 1219 817"> <thead> <tr> <th>Step</th> <th>6-Apr-20</th> <th>4-Apr-22</th> </tr> </thead> <tbody> <tr><td>14</td><td>189,800</td><td>195,800</td></tr> <tr><td>13</td><td>184,705</td><td>190,705</td></tr> <tr><td>12</td><td>179,508</td><td>185,508</td></tr> <tr><td>11</td><td>172,208</td><td>178,208</td></tr> <tr><td>10</td><td>167,072</td><td>173,072</td></tr> <tr><td>9</td><td>162,205</td><td>168,205</td></tr> <tr><td>8</td><td>157,069</td><td>163,069</td></tr> <tr><td>7</td><td>152,203</td><td>158,203</td></tr> <tr><td>6</td><td>147,066</td><td>153,066</td></tr> <tr><td>5</td><td>142,200</td><td>148,200</td></tr> <tr><td>4</td><td>137,064</td><td>143,064</td></tr> <tr><td>3</td><td>132,198</td><td>138,198</td></tr> <tr><td>2</td><td>127,872</td><td>133,872</td></tr> <tr><td>1</td><td>123,547</td><td>129,547</td></tr> </tbody> </table>	Step	6-Apr-20	4-Apr-22	14	189,800	195,800	13	184,705	190,705	12	179,508	185,508	11	172,208	178,208	10	167,072	173,072	9	162,205	168,205	8	157,069	163,069	7	152,203	158,203	6	147,066	153,066	5	142,200	148,200	4	137,064	143,064	3	132,198	138,198	2	127,872	133,872	1	123,547	129,547
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Preface	Te Tiriti o Waitangi	<p>NEW wording above current “Well-being clause”</p> <ul style="list-style-type: none"> <li>a) The DHBs and the ASMS acknowledge the importance of Te Tiriti o Waitangi as the constitutional basis of the relationship between Māori and the Crown, and the unique status of Māori as tangata whenua of Aotearoa/New Zealand.</li> <li>b) The DHBs and the ASMS are committed to implementing Te Tiriti o Waitangi between Māori and the Crown and will promote and enable an understanding of the principles and their implementation in the workplace.</li> <li>c) The parties obligations include: <ul style="list-style-type: none"> <li>i. Developing a good understanding of the needs and aspirations of whānau, hapū, iwi and Māori communities, including through building awareness of the aims of He Korowai Oranga - the Māori Health Strategy and the Māori Health Action Plan.</li> <li>ii. Developing the capability (skills, knowledge and behaviour) required to engage meaningfully with Māori.</li> <li>iii. Developing within a supporting environment, knowledge of Te Tiriti o Waitangi and Te Ao Māori and how this applies in the context of the work we do and the communities we serve.</li> <li>iv. encouraging the development in, and the promotion of, Te Reo Māori.</li> </ul> </li> </ul>																																													
12 Salaries	12.6 Equal Pay	<p>NEW clause 12.6 Equal Pay</p> <ul style="list-style-type: none"> <li>(a) Notwithstanding the above, no female employee shall in any case be paid less than the rate that would be paid to a male employee with the same, or substantially similar, skills, responsibility, and service performing the work under the same, or substantially similar, conditions and with the same, or substantially similar, degrees of effort.</li> <li>(b) Following the DHB response to the national gender pay gap work for senior medical officers, or no later than 31 December 2022, the DHBs</li> </ul>																																													

		will audit salaries at least once per year to ensure that the principle in (a) above is being complied with.
13 Hours of Work and Job Size	13.7	<p>NEW clause 13.7</p> <p>Flexible and Predictable Work Hours</p> <ul style="list-style-type: none"> <li>• Employees may at any time request a change in their working arrangements.</li> <li>• An employer will not unreasonably withhold its agreement to such a request.</li> <li>• The employer will prioritise requests that are based on well-being concerns</li> </ul> <p>For the purposes of this clause working arrangements includes (but is not restricted to) particular duties, hours of work, days of work, place of work, and the degree of flexibility or predictability of such terms.</p>
19 Shift Work	19	<p>NEW Preamble to clause 19:</p> <p>The parties note that the Health and Safety at Work Act 2015 requires the employer to ensure, as far as is reasonably practicable, the health and safety of workers.</p>
	19.3	<p>REPLACE existing sub clause with:</p> <p>Where an employee considers that shift work arrangements give rise to health and safety concerns, they shall raise this with the employer. Current practices will be reviewed within three months of such concerns being raised.</p>
21 Work Related Expenses	21.2 (j)	<p>NEW clause 21.2(j)</p> <p>21.2(j) Vaccinations</p>
23 Annual Leave	NEW 23.6 Leave without pay	<p>23.6 Leave without pay</p> <p>Leave without Pay (LWOP) will be mutually agreed between the Employee and the Employer for a period of up to 12 months in accordance with the DHB LWOP policy. Where a period of LWOP is requested to support an employee's well-being, approval shall not be unreasonably withheld.</p>
26 Onerous Duties Leave	26	<p>REPLACE existing clause with the following wording:</p> <p>The employer may grant special leave of up to five working days per annum, after taking into account the advice from employee nominated representatives, to an employee whose duties have been exceptionally onerous in the previous 12 months. Leave shall not be unreasonably withheld.</p>
	Schedule Four	consequential to new clause 26, DELETE Schedule Four
31.2 Bargaining Fee		<p>REPLACE existing wording with the following:</p> <p>The Bargaining Fee has been reserved for the period of 1 April 2021 to 31 March 2023. Clauses 31.2 to 31.6 ("Bargaining Fee") from the 2017-2020 MECA will be included (with updated dates as appropriate) in the next ASMS/ HNZ collective agreement.</p>
37 Research and Publication		After the words 'The Employer shall', add the words 'actively support and'

<p>44A Retirement and Succession Planning</p>		<p>NEW clause 44A Retirement and Succession Planning</p> <p>The employer will ensure that services are supported to take tangible steps to have succession planning in place to replace employees resigning or retiring from that service. Alongside this, individual employees will have access, on request, to relevant transition to retirement planning advice and support.</p>
<p>49 Protective Clothing</p>	<p>49.1</p>	<p>REPLACE clause 49.1 with the following words (changes highlighted in bold):</p> <p>49.1 Where the employer requires an employee to wear a particular uniform, this shall be supplied free of charge but shall remain the property of the employer. Suitable personal protective equipment and/or clothing shall also be provided at the employer’s expense where the duty involves a risk of excessive soiling or damage to uniforms or personal clothing, or cross-infection <b>or transmission of illness to the employee or family.</b></p>
	<p>49.4</p>	<p>NEW clause 49.4</p> <p>Personal Protection Equipment (PPE) will be checked annually for fit and fitness for purpose.</p>
<p>New Clause 51 Safe Workplaces</p>		<p>NEW Clause 51 “Safe Workplaces”</p> <p>51 Safe Workplaces</p> <p>51.1 Applicable processes &amp; guidance, including restorative processes, should be operating to deal with complaints of inappropriate behaviour and relationship issues between staff if appropriate.</p> <p>51.2 On occasion an employee or group of employees may require professional support through collegial mentoring, confidential counselling, professional supervision, coaching or debriefing after adverse events. The employer will provide or support the provision of suitable services and support by agreement.</p> <p>51.3 The employer will ensure appropriate access to confidential occupational health services as required.</p> <p>51.4 The parties are committed to working together to mitigate the risks of workplace violence and aggression. The employer will ensure that preventative risk mitigation strategies, processes and protocols are in place to support staff who may be affected by physical and/or verbal abuse.</p> <p>51.5 The employer will provide vaccinations or refund the costs of vaccinations where employees are at risk of transmission of disease or illness from other employees, patients or patient whānau/family members/support persons in the course of their New Zealand work.</p> <p>Consequential renumbering of current clause 51 Medical Examinations as 51A</p>
<p>53 Facilities and Equipment</p>	<p>53.6 Breast Feeding Facilities</p>	<p>NEW Clause</p> <p>The employer must ensure that:</p> <p>(a) Appropriate facilities are provided in the workplace for an employee who is breastfeeding and who wishes to breastfeed in the workplace, and</p>

		(b) Appropriate breaks are provided to an employee who is breastfeeding and wishes to breastfeed during a work period without loss of pay, in addition to any normal rest break, and  (c) Breastfeeding facilities are reasonably accessible from employees' usual work locations,
Schedule 4	Onerous Duties Leave	DELETE & RESERVE
Corrections		Change reference in clause 48.2(d) from clause 11.6 to clause 11.7
33		Change title from "Stopwork Meetings" to "Paid Union Meetings"

Additional Agreement

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- A Lump Sum Payment of \$6,000 gross (pro rata where the employee works less than full-time), for employees under coverage of the MECA and who are ASMS members upon ratification, to acknowledge the delay in bargaining.

Qualifying staff who are on approved leave without pay on the date of settlement shall be eligible to receive the payment on their return to work.

- The parties are committed to actively and constructively exploring solutions to priority workforce issues over the term of the MECA through the established Futures Group.
- Except as required by law, the DHBs agree not to make or initiate offers to non ASMS-members to reflect the improvements agreed as part of this settlement within three months of the ratification of the resulting MECA.