



# **MEDICAL ACADEMIC STAFF COLLECTIVE AGREEMENT**

**From 1 September 2021 – to 31 August 2024**

# MEDICAL ACADEMIC STAFF COLLECTIVE AGREEMENT

## 1 September 2021 – 31 August 2024

### TABLE OF CONTENTS

<b>GENERAL .....</b>	<b>4</b>
1 COVERAGE .....	4
2 VARIATIONS CLAUSE .....	4
3 TERM OF THE COLLECTIVE AGREEMENT .....	4
4 UNION RIGHTS .....	4
5 DEFINITIONS .....	5
<b>SIGNATORIES .....</b>	<b>6</b>
<b>GENERAL PROVISIONS .....</b>	<b>7</b>
<b>1 APPLICATION .....</b>	<b>7</b>
1.1 EXISTING PERMANENT EMPLOYEES .....	7
<b>2 MUTUAL RESPONSIBILITIES .....</b>	<b>7</b>
<b>3 HOURS OF WORK .....</b>	<b>8</b>
<b>4 REMUNERATION .....</b>	<b>8</b>
<b>5 TERM OF APPOINTMENT .....</b>	<b>8</b>
5.1 EXISTING PERMANENT APPOINTMENTS.....	8
5.2 NEW PERMANENT APPOINTMENTS.....	8
5.3 FIXED TERM APPOINTMENT .....	8
5.4 RETIREMENT .....	8
<b>6 STAFF DEVELOPMENT .....</b>	<b>9</b>
6.1 ORIENTATION PROGRAMME.....	9
6.2 STAFF DEVELOPMENT PROGRAMMES .....	9
6.3 ACADEMIC DEVELOPMENT AND PERFORMANCE REVIEW .....	9
6.4 TUITION FEES.....	9
<b>7 DISCIPLINARY.....</b>	<b>9</b>
<b>8 LEAVE .....</b>	<b>10</b>
<b>9 OUTSIDE EMPLOYMENT .....</b>	<b>11</b>
<b>10 COPYRIGHTS, PATENTS AND TRADEMARKS .....</b>	<b>12</b>
<b>11 PAYMENT FROM OTHER PERSON(S).....</b>	<b>12</b>
<b>12 PUBLIC COMMENTARY &amp; ACADEMIC FREEDOM .....</b>	<b>12</b>
<b>13 EMPLOYEE NOT TO BIND EMPLOYER.....</b>	<b>12</b>
<b>14 TERMINATION OF EMPLOYMENT .....</b>	<b>12</b>
<b>15 DEDUCTIONS .....</b>	<b>13</b>
<b>16 REDUNDANCY .....</b>	<b>13</b>
<b>17 REFUND OF APPOINTMENT EXPENSES .....</b>	<b>13</b>
<b>18 SUPERANNUATION .....</b>	<b>13</b>
<b>19 FLEXIBLE WORK .....</b>	<b>13</b>

<b>20</b>	<b>FIELD WORK .....</b>	<b>14</b>
<b>21</b>	<b>INSURANCE OF WORK-RELATED BELONGINGS .....</b>	<b>14</b>
<b>22</b>	<b>HEALTH AND SAFETY .....</b>	<b>14</b>
<b>23</b>	<b>EMPLOYMENT RELATIONSHIP PROBLEMS.....</b>	<b>14</b>
	<b>MEDICAL ACADEMIC PROVISIONS .....</b>	<b>15</b>
<b>1</b>	<b>MUTUAL RESPONSIBILITIES .....</b>	<b>15</b>
<b>2</b>	<b>HOURS OF WORK.....</b>	<b>15</b>
<b>3</b>	<b>REMUNERATION .....</b>	<b>15</b>
<b>4</b>	<b>ACADEMIC/CLINICAL COMPONENT.....</b>	<b>16</b>
<b>5</b>	<b>CLINICAL DUTIES .....</b>	<b>16</b>
<b>6</b>	<b>CONFIDENTIALITY.....</b>	<b>17</b>
<b>7</b>	<b>SPECIAL CLINICAL LEAVE .....</b>	<b>17</b>
<b>8</b>	<b>RESEARCH &amp; STUDY LEAVE AND CONTINUING MEDICAL EDUCATION .....</b>	<b>17</b>
	<b>SCHEDULE 1: DUTIES SCHEDULE.....</b>	<b>18</b>
1.0	SCHEDULE OF DUTIES .....	18
2.0	PRINCIPLES OF WORKLOAD .....	18
	<b>SCHEDULE 2: REMUNERATION SCHEDULE.....</b>	<b>20</b>
1.0	SALARY SCALE FOR ACADEMIC STAFF.....	20
2.0	VARIABLE SUPPLEMENTARY PAYMENTS .....	21
3.0	PROMOTION CRITERIA .....	21
	<b>SCHEDULE 3: LEAVE - ACADEMIC STAFF.....</b>	<b>23</b>
1.0	INTRODUCTION .....	23
2.0	ANNUAL LEAVE .....	23
3.0	LEAVE OF ABSENCE .....	23
4.0	LEAVE WITHOUT PAY .....	23
5.0	SICK LEAVE .....	23
6.0	PARENTAL LEAVE.....	23
7.0	BEREAVEMENT/TANGIHANGALEAVE.....	24
	<b>SCHEDULE 4: REDUNDANCY PROVISIONS.....</b>	<b>25</b>
	<b>SCHEDULE 5: PROCEDURE FOR RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS .....</b>	<b>28</b>
	<b>APPENDIX 1: TOTAL REMUNERATION TEMPLATE .....</b>	<b>29</b>

# MEDICAL ACADEMIC STAFF COLLECTIVE AGREEMENT

## 1 September 2021 – 31 AUGUST 2024

BETWEEN The Vice-Chancellor, the University of Auckland (the “Employer”)

AND The New Zealand Tertiary Education Union Inc (“TEU”), the union authorised to act on behalf of the employees who are parties to this collective agreement, and employees who are covered by the Coverage Clause and who are members of TEU.

This agreement is made pursuant to the Employment Relations Act 2000.

### GENERAL

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#### 1 COVERAGE

a) Medical practitioners who are registered with the Medical Council of New Zealand (under the Health Practitioners Competence Assurance Act 2003) in a vocational scope of practice in one of the approved branches of medicine and who are employed in either that branch of medicine or in a similar capacity with minimal oversight and currently employed as a Lecturer, Senior Research Fellow, Senior Lecturer Professional Teaching Fellow, Associate Professor or Professor and have a current license to practice.

b) New and other employees who join TEU during the term of this collective agreement and who are covered by a) above.

Nothing in this agreement shall apply to casual employees

This agreement shall form the minimum terms and conditions of employment for staff covered by this agreement. Nothing in this agreement shall restrict the employer from providing more favourable term(s) and condition(s) than those prescribed in this agreement.

**Casual Employee** – An employee engaged on an hourly basis with no commitment from either party as to an ongoing employment relationship. Casual employees are paid on an hourly rate calculated at the appropriate salary level.

The employer shall offer to current employees not party to this agreement at its date of commencement and new employees who are appointed during the term of this agreement the opportunity to become a party to this agreement.

#### 2 VARIATIONS CLAUSE

The parties to this collective agreement may agree to vary any or all of its provisions during the term of this collective agreement subject to the TEU ratification processes. Any agreed variation will be recorded in writing and signed by the University and TEU. Medical Academic TEU members agree that it is important to have consistency of terms and conditions of employment across all academic staff employed at the University, including members of the academic staff covered by the Medical Academic Collective Agreement (this Agreement). Therefore, the parties agree as follows:

Any new clauses added or any amendments or deletions to existing clauses in the Academic staff collective agreement (that Agreement) after ratification of that Agreement (following bargaining) will be discussed with Medical Academic members and if agreed this Agreement will be varied in accordance with the Variations Clause of the Medical Academic Collective Agreement (subject to a ratification ballot) and that this Agreement will be updated accordingly.

#### 3 TERM OF THE COLLECTIVE AGREEMENT

The term of the proposed Collective Agreement is between 1 September 2021 and 31 August 2024, subject to parties reaching agreement on Medical loading and Clinical leave (outstanding issues) outside of bargaining.

#### 4 UNION RIGHTS

##### 4.1 Union Fee Deductions

At the written request of any employee, the employer shall deduct union fees from the employee’s pay at a rate advised from time to time by TEU, as appropriate, in a manner agreed upon between the employer and TEU.

## 4.2 Union meetings

- (a) Subject to the following clauses the employer shall allow every employee covered by this agreement who has nominated the TEU as their union to attend on ordinary pay up to two meetings (each of a maximum 2 hours duration) with TEU in each year.
- (b) The TEU shall give the employer at least 14 days' notice of the date and time of any meeting to which this clause applies.
- (c) The TEU shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue. Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any union member for a period greater than two hours in respect of any meeting.
- (d) Only union members who actually attend a union meeting shall be entitled to pay in respect of that meeting and to that end TEU shall supply the employer with a list of members who attended and shall advise of the time the meeting finished.

## 4.3 Right of Access

Subject to the Employment Relations Act 2000, the Secretary or other authorised officer of the TEU shall, with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at all reasonable times upon the workplace premises for the purpose of interviewing any employee represented by the TEU, or enforcing this agreement, including access to wages, holiday and time records, but not so as to interfere unreasonably with the employer's or Health Care Provider's business.

## 5 DEFINITIONS

In this agreement, unless the context otherwise requires

- (a) **Health Care Provider**  
Health Care Provider refers to an organisation, with which the University of Auckland has a commercial arrangement for its (the University's) staff to provide clinical services.
- (b) **Base Salary**  
Base salary shall mean the base academic and clinical salary scale component of salary paid to the employee. Note: base salary does not include overtime, on call, special allowances, or any additional form of remuneration to the employee.
- (c) **Medical Loading**  
The medical loading is a payment made to those who are covered by this agreement, and for the purposes of superannuation only, is deemed to be part of base salary. Medical Loading will not be included in the calculation of the retirement gratuity. The amount paid to an individual is the full-time rate (1.0 FTE) specified in Schedule 2, pro-rated by the individual's actual academic FTE.
- (d) **Clinical Component**  
The clinical component of this agreement shall include all clinical duties including rostered duties performed by the employee under the relevant Health Care Provider's jurisdiction.
- (e) **Total Remuneration**  
Total remuneration shall mean the base salary paid to the employee, and is inclusive of bonuses and allowances including the clinical component for rostered duties paid by The University of Auckland.
- (f) **Availability and Overtime**  
The definition of on-call/availability and overtime shall be the definition applied by the relevant Health Care Provider.

## SIGNATORIES

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signed on behalf of

**The Vice-Chancellor of the University of Auckland:**

*St Helen Perry* ..... HR Manager.

Date: 18 August 2022

Signed on behalf of

**The NZ Tertiary Education Union Inc:**

*[Signature]* .....

Date: 18 August 2022

# MEDICAL ACADEMIC STAFF COLLECTIVE AGREEMENT

## 1 September 2021 -To 31 AUGUST 2024

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### GENERAL PROVISIONS

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#### 1 APPLICATION

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##### 1.1 Existing Permanent Employees

The employer and the employee agree that the terms and conditions contained in this Agreement will apply to the employee instead of, and to the exclusion of, the terms and conditions applying before the date on which this Agreement comes into force.

#### 2 MUTUAL RESPONSIBILITIES

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- 2.1** During the term of this agreement the employer shall continue to act as a good employer in all dealings with the employee.
- 2.2** The relationship between the employer and its staff is based on one of constructive engagement and a collegial relationship.
- 2.3** The employer acknowledges that the workplace should be well resourced, professionally supportive and conducive to a high standard of individual academic and clinical practice and will undertake its best endeavours to ensure this occurs.
- 2.4** The employee shall during the continuance of the employment:
- (a) Diligently and faithfully serve the employer and endeavour to promote and protect the interests of the University, and to act in a collegial manner.
  - (b) Carry out and comply with all the employer's reasonable and lawful directions.
  - (c) Diligently perform the duties as agreed between the employer and the employee and fulfil obligations to students.
- 2.5** The employee is responsible to the employer as per Schedule 1.
- 2.6** The employer recognises that employees covered by this agreement are entitled to participate in the academic governance of the University as provided in this clause, both individually and collectively as members of the union, acknowledging that the University is governed by its Council.
- 2.7** The employer recognises that such collective participation is particularly important in relation to academic matters, complementary to the role and responsibility of the Senate for academic matters.
- 2.8** In order to ensure that such collective participation in the academic governance of the University is effective, the employer shall comply with the following participatory processes when reviewing University policies relating to research and study leave, outside activities undertaken by academic staff, and academic standards:
- (a) The employer shall inform the union of its intention to review such policies and enter into discussions regarding the appropriate conduct of the review;
  - (b) The union shall appoint representative members to participate in the review on behalf of union members and have the right to seek timely advice from the union members they are representing during the course of the review;
  - (c) Such representatives shall participate collegially and cooperatively in the review.
- 2.9** The union shall appoint two members (one academic and one professional staff) to the Staff Advisory Committee.
- 2.10** The employees shall, during the continuance of the employment, comply with all the University's statutes, guidelines and policies, which may be amended by the employer from time to time either in accordance with provisions 2.4 to 2.6 above or, in other cases, following appropriate consultation with and on reasonable notice to the union and employees.

### 3 HOURS OF WORK

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The hours of work shall be such as are reasonably required to fulfil the duties of an academic staff member of the University. In determining the exact hours of work, consideration will be given to the needs of the employee and current practice.

### 4 REMUNERATION

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The employer shall pay to the employee a salary in fortnightly payments by direct credit transfer.

Subsequent adjustments to salary are subject to the remuneration schedule, promotion criteria and disciplinary guidelines.

### 5 TERM OF APPOINTMENT

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#### 5.1 Existing Permanent Appointments

Existing permanent appointments shall continue until employment ceases in accordance with clauses in this agreement pertaining to termination.

#### 5.2 New Permanent Appointments

New permanent appointments are for an initial term of four years and may be continued thereafter subject to the provisions of this agreement and the [continuations policy](#).

#### 5.3 Fixed Term Appointment

5.3.1 At the time of appointment to a fixed term position, the employer will give the reason for the fixed term nature of the position. Reasons for fixed terms may include:

- the replacement of staff who are on leave
- the trial of an entirely new course of study or programme
- the undertaking of a defined task for short period
- where the position arises in a fixed term funded research project
- to maintain flexibility in staffing to meet changing student numbers, research funding, etc
- other potential requirements.

5.3.2 In order to reduce the uncertainty felt by employees on fixed terms about the future of their employment, the employer will, where possible, inform such employees about the employment circumstances which will arise at the end of their agreements, including whether:

- the employee is to be offered further employment
- the position occupied by the employee is to be advertised under the State Sector Act
- the employee's employment will cease at the end of the fixed term.

5.3.3 At the conclusion of any specified term appointment, the employer shall not be obliged to further employ the employee and the employee's employment shall cease.

Fixed term shall apply to any employee who is employed on a full time or part time arrangement for a specified period of time or to complete a specific project or at the occurrence of a specified event. The employer will ensure there are genuine reasons based on reasonable grounds for specifying the employment will end, and advise when and how the employment will end, and the reasons for the employment ending that way. At the conclusion of any specified fixed term appointment, the employer shall not be obliged to further employ the employee and the employee's employment shall cease.

#### 5.4 Retirement

5.4.1 The employee shall give to the University not less than 6 months' notice of retirement in writing.

The University and employee agree that retirement means permanently withdrawing from the paid regular workforce. The employee shall provide the University with details of any planned future employment.



- 5.4.2** Employees may elect to retire on or after their 60th birthday. The employer may at its discretion approve retirement of a staff member who is aged between 55 and 59 years.
- 5.4.3** The employer may approve retirement on medical grounds subject to the provision of independent medical reports from two registered medical practitioners, one nominated by the employee and one by the employer. The cost of obtaining the certificates will be met by the employer.
- 5.4.4** Employees who retire under this clause 4.4 shall be entitled to receive the following payments:
- |       |  |                 |
|-------|--|-----------------|
| (i)   | after 10 years continuous service                        | 50 working days |
| (ii)  | for each additional complete year up to 25 years         | 5 working days  |
| (iii) | for each additional complete year over 25 years' service | 2 working days  |
- The maximum payment shall not exceed 131 working days.

Base academic salary is used for the purposes of calculating the payment of a 'working day'. Note: the calculation of retirement gratuity does not include medical loading. Payment shall be made in one gross sum on the date of retirement. Payment will be pro-rated for part-time employees to reflect their hours of work

For the purposes of the retirement payment, service shall be continuous service at the University of Auckland. In determining the period of service, the employer may deduct periods of leave without pay exceeding three months in total. On the death of an employee, the employer may approve the payment of a cash grant in lieu to the surviving partner or if there is no surviving partner, to dependent children.

- 5.4.5** Service for the purpose of retirement leave entitlement and calculation means unbroken employment with the University, either full-time or part-time together with any other service which may be recognised for the purpose of a Retirement Payment. An employee who intends to retire under the terms of this clause may apply for a phased retirement agreement under the terms of University policy. Consideration of any application will be subject to the needs and interests of the University. Any agreement may cover: dates of retirement and any retirement payment; specified and agreed part time and/or fixed term employment; duties; etc.
- 5.4.6** Abandonment of Employment When an employee is absent from work for a continuous period of three working days without notification to the employer, the employee may be deemed to have abandoned employment. Where an employee was unable through no fault of that employee to notify the employer, employment shall not be deemed to have been abandoned. Before concluding that the Employee has abandoned their employment, the University must take reasonable steps to contact the Employee.

## 6 STAFF DEVELOPMENT

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### 6.1 Orientation Programme

The employer, will provide orientation events to the University of Auckland. A representative from TEU will be included in the presentation. In addition, faculties, schools and departments will provide further induction.

### 6.2 Staff Development Programmes

The employer undertakes to provide staff development programmes in which the employee may participate.

### 6.3 Academic Development and Performance Review

The employer shall review performance, at least on an annual basis, as outlined in the [Academic Development and Performance Review policy](#). Academic heads will meet with new permanent employees within 6 months of appointment as per the [continuation policy](#).

### 6.4 Tuition Fees

- 6.4.1** Where the employee holds a University funded appointment as a full-time permanent or temporary full-time staff member appointed for a minimum period of 12 months and is enrolled for a degree or diploma course within the University relevant to the staff member's work, he/she may claim payment for tuition fees for up to two courses per annum or the equivalent of 30 points in total in accordance with the financial provisions determined by the employer. Alternatively for a full-time academic staff member enrolled for a PhD, the University will pay the PhD Tuition Fee

for a maximum of six years. Tuition Fees for enrolment in EdD, DOCFA, DMus, DMA will be considered by the Employer as for PhD enrolments.

Where the employee holds a part-time appointment for a minimum period of 12 months the employee may claim payment of tuition fees in the same proportion that the appointment bears to full-time, e.g. a half-time appointee may claim half of the full-time fees remission.

- 6.4.2** Payment of tuition fees for an employee holding an appointment funded by an outside organisation e.g. H.R.C, will be subject to the financial provisions of the grant supporting the appointment.

## 7 DISCIPLINARY

- 7.1** Disciplinary processes will be undertaken in accordance with the [Academic Staff Disciplinary Procedures](#) (as amended from time to time in accordance with clause 2.8) and the principles of procedural fairness and good faith.

Where appropriate, any concerns about staff conduct and performance will be dealt with informally.

### Procedural Fairness

The employer must have **good grounds** to discipline and/or dismiss and any disciplinary process needs to be **procedurally fair**. Procedural fairness requires that the employee will:

1. Be fully and fairly informed of the allegation or allegations against him or her;
2. Have an informed, full and fair opportunity to respond to the alleged breaches of conduct/ poor performance, including by being:
  - i. provided with all information generated by the investigation;
  - ii. notified of potential disciplinary outcomes at the outset; and
  - iii. given the opportunity to comment on any proposed penalties and raise any matters relevant to mitigation, prior to a final decision being made.
3. Have his or responses considered with an open mind;
4. Be provided with an opportunity, within a specified time frame to correct the conduct/performance, with the assistance and support of the employer (except in the case of serious misconduct or after a final written warning);
5. Have the right to representation at all stages of the process.

The Employer also agrees that:

1. Any delegate or investigator appointed to conduct an investigation will investigate fully, fairly and impartially;
2. Any warnings will be issued with the approval of a Human Resources manager or advisor; and
3. In circumstances where disciplinary action is taken, the decision and the reasons for it, will be provided in writing to the employee; and
4. Employees shall be advised of their right to challenge any disciplinary decision.

### Good Faith

Both the employer and employee will act in good faith during any disciplinary process. Both parties agree to conduct themselves in a manner that is active, constructive, responsive and communicative to ensure that a productive employment relationship is maintained through the process.

## 7.2 Definitions

**Misconduct** means

- (a) The failure of an employee in their employment to maintain proper standards of integrity, conduct or concern for the public interest or the wellbeing of the students or other employees of the University; or
- (b) The failure of an employee to comply with policies, procedures or directions of the University, Academic Head or other persons in authority at the University; or
- (c) The failure to maintain adequate standards of performance.

**Serious Misconduct** means misconduct which is so serious that it may warrant summary dismissal and may include but is not limited to, sexual harassment, assault, theft, fraud, misappropriation, deliberate or repeated disregard of health and safety standards, wilful disobedience, deliberate or repeated misconduct, failure to disclose a conflict of interest, breach of the University's policy against harassment, behaviour which leads to significant loss of trust and confidence.

### 7.3 Academic Freedom

The disciplinary procedures shall not be applied to any academic employee as a consequence of exercising their rights and obligations in relation to academic freedom and the critic and conscience of society pursuant to s 161 of the Education Act 1989.

### 7.4 Suspension

Where there is an alleged case of serious misconduct the employee may be suspended on base salary from his or her duties while an investigation is carried out. In addition there may be other exceptional circumstances in which an employee may be suspended with pay. Suspensions without pay will only occur in very rare and exceptional circumstances, such as a police investigation of serious criminality, and cognisant of the presumption of innocence. However no suspension shall be initiated or continued unless it is fair and reasonable for such a step to be taken or continued. Where there is a proposal to suspend an employee, that employee shall wherever practicable have the right to have access to all of the relevant information and an opportunity to be heard before the suspension occurs.

## 8 LEAVE

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**8.1** The timing of annual leave shall be agreed between the employee and the employer (**Schedule 3**).

**8.2** In addition to the public holidays set out in the Holidays Act 2003, the employee shall be entitled to annual leave, sick leave, parental leave and Tangihanga/bereavement leave as set out in Schedule 3.

### 8.3 Research and Study Leave

The provision of research and study leave shall be in accordance with the "[Research and Study Leave](#)" University policy which may be amended from time to time by the employer according to the terms of participation in clause 2.6 and according to the following principles:

Academic employees, and who have teaching and research as part of their academic duties, are eligible to apply for research and study leave in accordance with the Research and Study Leave policy.

- (a) Research and study leave provides relief from teaching and administrative duties and is recognised to be integral to the production of high quality research and research-informed teaching. Research and study leave is provided at the discretion of the employer, which shall be exercised fairly and following due process. If a meritorious application is unable to be accommodated at the particular time, such applicants shall have priority consideration subsequently.
- (b) Research and study leave is a form of service to the University, and as such is granted for those purposes which are consistent with the University's own obligation to further "the advancement of knowledge and the dissemination and maintenance thereof by teaching and research" (University of Auckland Act 1961, s.3(1)). For this reason particular attention is paid to the academic merit of research and other project(s) intended by any applicant for leave.
- (c) The granting of research and study leave shall be based on an academic peer review process involving a sub-committee of the Faculty Staffing Committee, with the final decision being made by the Dean. The staff member may seek a review of the decision through their head, then their Dean, then the Vice- Chancellor, in accordance with the Research and Study Leave procedures.
- (d) The period of research and study leave that may be applied for shall be at most 12 months and will accumulate based on the principles in the Research and Study Leave policy.
- (e) The Research and Study Leave policy shall be sufficiently flexible to recognise any special circumstances relating to the individuals' academic employment.
- (f) In all cases, the University will provide grants-in aid to staff on research and study leave to the maximum extent that is reasonable in the circumstances in accordance with the Research and Study Leave policy

## 9 OUTSIDE EMPLOYMENT

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- 9.1** The University encourages activities consistent with its objectives. It understands and accepts that there are many kinds of outside activities (including personal consultancies and entrepreneurial activities) undertaken by members of the academic staff which rely on the special knowledge and expertise of the staff member and which enhance the academic status of the individual concerned and the reputation of the University. The University's Council accepts the value for the University and its staff to be obtained from staff undertaking outside activities, including public service and professional work which is at a high level.
- 9.2** The employee may undertake a limited amount of professional activity and public service for person(s) and entity(ies) other than the employer (referred to as "outside activities"), provided the employee complies at all times with the [Outside Activities Undertaken by Academic Staff](#) Policy, which may be amended by the employer from time to time in accordance with clause 2.6.
- 9.3** No outside activity may be undertaken which is in competition with any of the employer's activities.

## 10 COPYRIGHTS, PATENTS AND TRADEMARKS

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- 10.1** When an employee during the course of their University employment duties make a discovery, bring about an innovation or write computer programmes which may have possibilities for commercial exploitation, the University requires the staff member to disclose such a discovery to the University by informing the Auckland UniServices Limited. An agreement between the employee and UniServices would then be entered into. Such an agreement will describe the obligations of the parties and the division of any income and expenditure.
- 10.2** Copyright of journal articles and books, works of art and music are not included in the above requirements and the copyright will remain with the author(s).

## 11 PAYMENT FROM OTHER PERSON(S)

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The employee shall not demand, claim or accept any fee, gratuity, commission, remuneration or benefit from any person or persons other than the employer in payment for any matter or thing concerned with the employee's duties, except with the prior written consent of the employer.

## 12 PUBLIC COMMENTARY & ACADEMIC FREEDOM

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In recognition of the rights of the public and the right of the employee to academic freedom, employees may enter into public debate and dialogue on matters relevant to their professional expertise and experience.

### 12.1 Academic Freedom

An employee in commenting on matters of public interest outside his/her particular areas of expertise or responsibility must do so in a private capacity unless he/she has first obtained the specific approval of the employer through the appropriate academic head.

## 13 EMPLOYEE NOT TO BIND EMPLOYER

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Except for the delegated duties specified in **Schedule 1**, the employee shall not at any time enter into any contract with any person, company or corporation that shall purport to bind the employer in any manner whatsoever without written authority from the employer. The employer shall not be bound by any contract entered into without its written consent or delegation.

## 14 TERMINATION OF EMPLOYMENT

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- 14.1** The employer shall continue to employ the employee and the employee shall continue to serve the employer under the conditions of employment as prescribed in this Agreement and **Schedule 1** until the employment is terminated, comes to an end, or the employee retires or resigns.
- 14.2** The employment may be terminated forthwith by the employer without prior notice if the employee shall at any time:
- be guilty of serious misconduct; or
  - be convicted of any criminal offence other than an offence which in the reasonable opinion of the employer does not affect fulfilment of duties with respect to the employer.

- 14.3** The employee may be dismissed with one month's notice if the employee proves to be incompetent through the normal standard of inquiry required of the employment relationship or if the employee shall breach any of the terms of this agreement in any material respect or continuously neglect his/her duties.
- 14.4** In the event of prolonged illness, suspected incapacity or concerns about the Employees' attendance at work (including as a result of intermittent absences), the Employer may request that an Employee undergo an examination by a registered medical practitioner for an assessment of the Employee's fitness for work and/or return to work. The parties agree that the primary purpose of any medical examination is to support the Employee's wellbeing, recovery and return to work. Accordingly, the selection of the relevant practitioner, (although nominated by the University) is to be by mutual agreement. The cost of the medical examinations will be met by the Employer. A copy of any relevant report provided by the agreed medical practitioner will be available to both parties. For Employees who are unfit to work but progressing toward recovery and a return to work may be granted leave either with or without pay (where an employee has exhausted their sick leave entitlements). Where an Employee remains unfit to work after a reasonable timeframe, or prognosis for recovery is poor, provided that reasonable time has been given for recovery and the Employer has taken practicable steps to support the Employee to return to work, termination of employment may be considered. In cases where termination of employment is necessary, a notice period of 3 months will apply. This period of notice may, either in whole or in part, be paid out in lieu.
- 14.5** Any action taken under clauses 14.2 or 14.3 will comply with the provisions of the [Academic Staff Disciplinary Procedures](#).
- 14.6** The employee may terminate this agreement upon six months' notice in writing, or upon some other mutually acceptable period of notice.
- 14.7** The procedures for continuation are covered by the [Continuation](#) policy. The disciplinary procedures do not apply to the consideration of continuation of initial agreements.
- Where disciplinary action is warranted during the initial term of employment or any extension of the initial term, the disciplinary procedures shall apply.
- 14.8** Regardless of whether the termination is on notice or without notice, the employee's final pay is payable in the next available pay cycle, unless the employee requests of the employer in writing to receive the final pay on the last day of the employee's work.

## **15 DEDUCTIONS**

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Notwithstanding anything contained elsewhere in this agreement or in law the parties agree that the Employer is entitled to make a deduction from the salary (including final pay and holiday pay in the case of a termination) of an Employee for a debt lawfully owed to the University. Deductions may be made, for example, for time lost through sickness or accident not covered by sick leave, unauthorised absence, non-return or damage of University property, default by you, holidays taken in advance, overpayment of salary, outstanding debts or money owed to the University by the Employee. Employees will be consulted before any deductions are made. The Employer agrees that in an ongoing employment relationship where regular deductions from an Employees' salary is necessary to discharge the debt, the amount deducted will be fair and reasonable, considering the interests of both parties, including whether the proposed amount is affordable for the Employee.

## **16 REDUNDANCY**

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In the event that a redundancy situation should arise for any member of TEU covered by this agreement, the provisions of **Schedule 4** shall apply.

## **17 REFUND OF APPOINTMENT EXPENSES**

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Where the employee has received reimbursement of expenses in order to take up his/her appointment (including relocation expenses, fares, travel, removal expenses, accommodation, etc) and the employee resigns before completing three years' service, a pro-rata refund of such expenses shall be made by the employee. The employer may deduct all or part of such amount from the employee's pay.

The University may, at its option, partly or fully waive any refund of employment expenses obligations where a resignation is in the academic interests of the University, or where there are extraordinary health circumstances

## **18 SUPERANNUATION**

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As stipulated in the letter of offer, the University is an exempt employer and, although the employee can choose to join Kiwisaver, the employee will not be automatically enrolled in Kiwisaver. If the employee is already a member of Kiwisaver, when they are appointed to the University, they will need to inform the payroll office, so that the requisite deductions can be made. Employees may belong to the Unisaver, in accordance with the provisions of that Scheme, or where the employee is a contributor to the Government Superannuation Fund, the University will continue to make contributions to the Fund. Members are bound by the provisions of the Fund.

## **19 FLEXIBLE WORK**

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The University is committed to supporting flexible work arrangements for staff members who have carer responsibilities and for staff members who require flexible work opportunities for a variety of other reasons, including further study and career development in accordance with the [Flexible Work Policy and Procedures](#).

In the event that the personal career needs of the employee are such that the employee wishes to consider possible agreed options related either to reducing the level of the responsibilities of the grade and/or position held, or to the time commitment to the University, the employee may discuss these needs with their academic head and/or dean and/or Director of HR and/or union representative. Such discussions shall be in confidence and shall not be used to disadvantage the employee's future employment with the University. The University will take such reasonable steps as it is able operationally, to consider and where possible mutually agree to provide a reduction in the demands on the employee with a commensurate and agreed reduction in remuneration.

The parties' attention is drawn to the potential of such arrangements to affect defined benefit entitlements under such superannuation plans. It is the responsibility of the employee to ensure that this matter is properly considered.

## **20 FIELD WORK**

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The employer shall provide an employee who undertakes fieldwork with relevant equipment and special clothing which shall remain the property of the employer, provided that the employer may agree to an allowance, in lieu of the provision of such equipment and clothing, of up to \$21.34 per day, depending on the equipment supplied by the employee. During a field trip or expedition, the employer shall provide the employee with suitable food and transport or reimburse the employee for such costs on an actual and reasonable basis. An employee on a field trip shall be provided with accommodation of a standard appropriate to the circumstances. Where fieldwork is undertaken as part of a research programme, that programme shall meet these costs.

## **21 INSURANCE OF WORK-RELATED BELONGINGS**

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The employer shall reimburse the employee for the replacement cost of any of the employee's work-related belongings (such as books, manuscripts, musical instruments and software) located in University offices which are damaged by fire, subject to each employee providing the employer with an inventory no later than 31 January each year. Any item over \$5,000 in value must have an independent valuation certificate. The employee shall meet the first \$500 of any claim.

## **22 HEALTH AND SAFETY**

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The parties believe that the health, safety and wellbeing of all members of the University community is among their highest priorities. The University is committed to the highest standards of health, safety and wellbeing through continual improvement whilst ensuring the continued delivery of world-class education and research. Both the employer and the employee shall comply with their obligations under the Health and Safety at work Act 2015 and associated legislation. This includes the employer and the employee taking all reasonably practicable steps to ensure a safe and healthy workplace in accordance with the University's Health, Safety and Wellbeing Policy.

The University is committed to being safe, inclusive and equitable. Diversity and collegiality are central to the University's values. In accordance with these values, the University is committed to providing an environment in which all members of the University community are valued and treated with respect, and where bullying, harassment and discrimination are unacceptable. For further information refer to the Addressing Bullying, Harassment and Discrimination Policy and Procedures.

## **23 EMPLOYMENT RELATIONSHIP PROBLEMS**

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The provisions of **Schedule 5** will be followed in the case of Employment Relationship Problems.

In the event of a dispute or personal grievance, the views of staff, students and of any agency to which the employer provides services, where appropriate, shall be sought.



## MEDICAL ACADEMIC PROVISIONS

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### 1 MUTUAL RESPONSIBILITIES

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The Parties to this collective agreement recognise that medical academic staff are vocationally registered employees who may be required to undertake clinical duties with a Health Care Provider with whom The University of Auckland has a commercial arrangement to provide clinical services. Where such services are provided both parties will engage with each other in a fair and transparent manner in accordance with the following principles:

- a) academic work will be compensated as per the principles and provision of The University of Auckland Academic Staff Collective Agreement, except as where otherwise specified
- b) clinical work will be compensated on the basis of direct income received by The University from the Health Care Provider for the employees' clinical services.
- c) the Parties recognise that the University is entitled to also recover from the Health Care Provider proportionate "other costs of employment" expenses, as well as an overhead component.
- d) where increased direct employee costs for clinical services are received by the University from any of the Health Care Providers during the currency of this agreement, such increases will be passed on to the relevant employees concerned in a timely manner and recorded in writing.

### 2 HOURS OF WORK

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Where the employee has Health Care Provider clinical duties related to a commercial arrangement between the University of Auckland and the Health Care Provider, the hours of work for the clinical duties will be aligned to the hours of work required by the relevant Health Care Provider, and as agreed with the University of Auckland.

In the event that a Health Care Provider reduces the work period (tenths) of the employee, a review of the employee's role will be undertaken in consultation with Human Resources and the employee may be retained (if appropriate and possible) for the non-clinical component of the role. In the event that the role is not able to continue then redundancy provisions as required in Schedule 2 of this collective agreement will apply.

If the employee initiates a reduction in tenths this must be approved and agreed by both The Dean of the Faculty of Medical and Health Sciences and the Health Care Provider and a variation made to the employee's terms and conditions of employment.

### 3 REMUNERATION

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- 3.1** On call/availability: The payment of on-call/availability allowances to an employee will be the same as the on call/availability payment paid by the Health Care Provider to clinical staff of comparable experience at the same site and working in the same Department on the same roster, or paid by another agency where appropriate.

When clinical duties are no longer required or performed, payment will cease.

- 3.2 Superannuation:** For the purposes of calculating the employer's superannuation contribution to an employee in NZUSS or GSF superannuation schemes, the salary shall include the University base salary, the medical loading, the clinical scale salary and where applicable (e.g. for the Government Superannuation Fund) any other clinical component including rostered duties. In determining applicability, payments which the relevant Health Care Provider accept as superable, and therefore recoverable by the University of Auckland, will be subject to the employer's superannuation contribution (e.g. clinical salary rate, on call, and availability).



## **Continuing Medical Education:** Please refer to section 8.

**Work-related expenses:** The employer shall fully reimburse an employee for the actual and reasonable work-related expenses set out in the Work-Related Expenses Policy, provided the employee is required to incur such expenditure in order to fulfil their contractual duties for The University of Auckland as described in this employment agreement.

All reimbursement claims for approved work-related expenses are to be supported by receipted original invoices. The employer will return on request any original document reasonably required for other purposes.

## **4 ACADEMIC/CLINICAL COMPONENT**

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The hours of work and job size shall be mutually agreed between the University and the employee. They shall objectively reflect the requirements of the University, the requirements of the Health Care Provider (such requirements to be mutually agreed between the University and the Health Care Provider and communicated to the employee) and the time required to reasonably carry out the agreed duties and responsibilities as stated in the job description including:

- (i) Teaching, research and administration,
- (ii) Routine clinical duties and responsibilities (where relevant),
- (iii) Non-clinical duties and responsibilities for those with joint clinical arrangements,
- (iv) Duties at locations other than the usual workplace,
- (v) Rostered after hours on-call duties including telephone consultations and other relevant discussions.

Note: the result of job sizing may result in payment for additional "tenths" where this is recoverable from the health care provider for whom the clinical and associated duties are performed.

Where clinical duties are contracted to a Health Care Provider, then the University will apply the same principles as applied by the Health Board in determining the relevant hours of work, for the work done by the University of Auckland employee, provided the costs are recoverable and consistent with the hours contracted between The University of Auckland and the Health Care Provider.

## **5 CLINICAL DUTIES**

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Clinical duties are performed as part of the University of Auckland's agreement with the relevant Health Care Provider and the employee is responsible through the employee's head to ensure compliance with the terms of that agreement. The employee is responsible to the clinical director of the Health Care Provider for the employee's clinical service, including adherence to the same clinical governance regime as the Health Care Provider clinicians.

A primary goal of the University and the various Health Care Providers is to ensure that the quality of clinical services contracted is of the highest possible standard and to foster the desire to ensure a close and harmonious relationship between clinicians employed by both parties.

- a) The employee will maintain the standard of clinical care and professional conduct as required by the respective clinical director of the Health Care Provider to which the employee provides clinical services.
- b) The employee will comply with the University's obligations to the Health Care Provider to give adequate notice of any change in scheduled patient contact as outlined in (c) below.
- c) The employee is expected to be timely in attending scheduled clinics, ward rounds etc and shall not cancel a scheduled patient contact (e.g. clinic, operating list) without providing adequate notice in accord with the policy of the particular service as notified by the respective clinical director (District Health Board) to academic heads. Except in exceptional circumstances (e.g. illness), staff of the University will provide at least 28 days' notice to the Health Care Provider of any change in scheduled patient contact. Requests for annual leave need to be approved by both the academic head and clinical director
- d) Employee will maintain current New Zealand medical registration and medical liability insurance.
- e) The employee will provide the volume and range of clinical service as agreed with the academic head and Health Care Provider management.
- f) The employee will take an active part in postgraduate training, clinical audit, continuing medical education and other relevant activities of the clinical service.
- g) The employee will at all times aim to provide the highest achievable standard of professional and clinical care.

## 6 CONFIDENTIALITY

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- (a) The employee shall not disclose to any person information concerning the condition or medical history or other details of any patient who is receiving, or has received, services provided by the employer or a Health Care Provider, whether or not the patient is in hospital, other than where specifically authorised by legislation.
- (b) In recognition of the rights and interest of the public and the health service and of the employee's right to academic freedom, employees may enter into public debate and dialogue over matters relevant to their professional expertise and experience. Where such debate could involve criticism of the Health Care Provider, to which the University provides services, the employee shall discuss the matter first with his/her academic head. Without the prior agreement of the dean the employee may not speak on behalf of, or be perceived as being a spokesperson for the University of Auckland.

## 7 SPECIAL CLINICAL LEAVE

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Special Clinical leave shall be provided as follows: One day shall be provided for each ten percent of full time duties that are performed in hospitals with a maximum entitlement of five (5) days per annum.

Annual leave in each calendar year must be taken before any clinical leave is taken. This means that clinical leave will be taken after an employee's annual leave entitlement has been exhausted in the calendar year;

Any entitlement to unused clinical leave at the end of the calendar year will expire, clinical leave will not accrue from year to year;

The arrangement relating to clinical leave as agreed by the variation will commence on January 1, 2020 (commencement date). It will not apply retrospectively, so clinical leave accrued prior to the commencement date will be administered in accordance with the provisions governing annual leave.

Notwithstanding any other terms and conditions, no employee's entitlement to Annual Leave and Special Clinical Leave will exceed an aggregated total of 6 weeks of leave.

## 8 RESEARCH & STUDY LEAVE AND CONTINUING MEDICAL EDUCATION

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- (a) Medical Academic staff who are eligible under the Research and Study Leave ("RSL") and Continuing Medical Education ("CME") Policy may apply for RSL and/or CME in accordance with the RSL/CME policy, which may be amended by the employer from time to time following appropriate consultation with and on reasonable notice to TEU and employees. Noting however that changes to RSL Policy are also subject to the provisions of clause 2.6
- (b) The employer may grant an application for RSL at its sole discretion, having regards to the RSL/CME policy. Without limiting this paragraph (b), an application for RSL will not be granted unless the employer is satisfied that the Department/School will be able to continue its business and operations satisfactorily without the employee during RSL.

Where an application for RSL or CME is granted, the employee must comply with the terms and conditions contained in the RSL/CME policy and such other terms and conditions determined by the employer in respect of that application.

## **SCHEDULE 1: DUTIES SCHEDULE**

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### **1.0 SCHEDULE OF DUTIES**

- 1.1** All academic staff report to the Vice-Chancellor through their dean of faculty and head of school, department or centre, as the case may be.
- 1.2** Academic staff in the grades of Lecturer, Senior Lecturer, Associate Professor and Professor are employed to:
- (i) engage in research and publication within the field of their appointment;
  - (ii) conduct research-informed teaching in accordance with their share of the department, school or centre's teaching programme;
  - (iii) engage in service to the department, faculty, University, discipline and/or community which is related to the employee's employment.
- 1.3** A Professor who holds a Chair within a school/department may be asked from time to time to undertake the duties of acting academic head. All Professors are eligible to serve (and may be required to serve) a term as academic head to which they are appointed notwithstanding that they may have already served one or more such terms.
- 1.4** Research Fellows and Senior Research Fellows are employed to plan, supervise and conduct research. In terms of Schedule Two, they shall be treated as Lecturers and Senior Lecturers respectively although the employer may promote Senior Research Fellows to the pay grade of Associate Professor.
- 1.5** Staff in the grades of Research Fellow and Senior Research Fellow may be required to undertake teaching and supervision of graduate students within their own research specialism.

### **2.0 PRINCIPLES OF WORKLOAD**

These are to be applied in accordance with the principles outlined in the University's current mission and goals.

- 2.1** The University will work to ensure both the quality of teaching and the freedom of academics to work with their academic head in allocating time to:
- teaching
  - research
  - service and leadership
  - annual leave
  - research grant needs
  - planned research and study leave.

The academic head and departmental staff as a whole will determine norms of workload taking into account patterns of workload of the past few years. Deans will review and approve these norms in consultation with academic heads and ensure they are adhered to.

- 2.2** Individual academic staff contribute in differing proportions in terms of teaching, research and service.

The proportions will be reviewed annually, as part of the Academic Development and Performance Review and will take into account achievements and plans in teaching/research/contributions to the discipline/University/community, research grant needs for managing changes in teaching loads, and the staff member's career development.

The outcome of this consultation and negotiation process is that there is mutual agreement between each academic head and staff member, such agreement not to be unreasonably withheld by either party.

The University will pay attention to setting a fair and equitable workload amongst academic staff over the full calendar year.

- 2.3** The University's teaching needs may occur at any time during the calendar year, including Summer School and Semesters 1 and 2. This needs to be recognised by academic heads in considering individual workloads which should not be increased over the norms agreed under clause 1.

In the absence of departmental norms and when setting annual teaching workloads that include summer school, the academic heads will take into account recent teaching workloads over semester 1 and semester 2 as a guide.

Where a staff member takes on summer school responsibilities, the academic head will ensure that the staff member has sufficient time available throughout the year to engage in research and scholarship as required by their agreements.

In the event that staff member(s) are concerned about the allocation of workload by the academic head, the staff member(s) may discuss these concerns with the dean with the objective of ensuring fairness and equity of workload.

- 2.4** Where the University has a need to set teaching hours in evenings, weekends, or summer, the University will work with staff to understand their preferences, and will take into account the personal and family needs of staff when reviewing the options available. Such teaching arrangements will be with the agreement of the staff member, such agreement not to be unreasonably withheld.
- 2.5** Where a staff member teaches off their normal campus, the University will take account of the consequential workloads required of the employee which shall be considered as part of the teaching and administrative workload.

The University will take into account the personal and family needs of the employee and any transport issues. All reasonable costs will be reimbursed.

Such teaching arrangements will be with the agreement of the staff member, such agreement not to be unreasonably withheld.

- 2.6** Where it is agreed between the staff member and academic head that the total workload is extraordinary in nature, a VSP will be offered. The VSP will be set in relation to base salary and should take into account the magnitude of the total workload.

## SCHEDULE 2: REMUNERATION SCHEDULE

### 1.0 SALARY SCALE FOR ACADEMIC STAFF

Grade	Step	From 1/2/2022	From 1/2/2023	From 1/2/2024
Professor	From	\$165,869		
Associate Professor	From	\$144,526		
Senior Lecturer/Senior Research Fellow above the bar	SL/SRF 8	\$138,508		
	SL/SRF 7	\$134,744		
	SL/SRF 6	\$130,988		
Senior Lecturer/Senior Research Fellow	SL/SRF 5	\$127,034		
	SL/SRF 4	\$121,865		
	SL/SRF 3	\$118,103		
	SL/SRF 2	\$114,343		
	SL/SRF 1	\$110,579		
Lecturer/Research Fellow	L/RF 7	\$103,904		
	L/RF 6	\$101,080		
	L/RF 5	\$98,261		
	L/RF 4	\$95,441		
	L/RF 3	\$92,620		
	L/RF 2	\$89,800		
	L/RF 1	\$86,979		
Professional Teaching Fellow	PTF 4 from	\$121,332		
	PTF 3	\$111,627		
	PTF 2	\$101,920		
	PTF 1	\$92,212		
Senior Tutor above the Bar	ST10	\$118,103		
	ST9	\$114,344		
	ST8	\$110,579		
Senior Tutor	ST7	\$103,904		
	ST6	\$101,080		
	ST5	\$98,261		
	ST4	\$95,441		
	ST3	\$92,620		
	ST2	\$89,800		
	ST1	\$86,979		
Tutor	T4	\$80,378		
	T3	\$77,608		
	T2	\$74,836		
	T1	\$72,065		

Any negotiated increase to remuneration and allowances agreed for the Academic Staff Collective Employment Agreement during the term of this Agreement will also apply to TEU Medical Academics members. This will also be applied by way of the Variations Clause of the Medical Academic Collective and this Agreement updated accordingly.

**1.1 Medical Loading entitlement (in addition to base salary)**

Medical Loading	2022
Professor	\$46,818
Associate Professor	\$49,419
Senior Lecturer 8	\$52,020
Senior Lecturer 7	\$52,020
Senior Lecturer 6	\$52,020
Senior Lecturer 5	\$52,020
Senior Lecturer 4	\$52,020
Senior Lecturer 3	\$52,020
Senior Lecturer 2	\$52,020
Senior Lecturer 1	\$52,020

From 1 February 2021, Medical Loading will increase annually by the same percentage as the general revision, for the term of the collective agreement, provided the general revision has been agreed with the Union as part of any Academic Staff collective bargaining process.

All amounts are based on full time roles; actual loadings will be pro-rated by the academic FTE ratio of the individual faculty member.

**Progression within grades:****Lecturers, Research Fellows and Senior Tutors (to ST7)**

Advancement to the next step in the grade shall occur after 12 months on the previous step.

**Senior Lecturers**

Except for crossing the bar at step 5, advancement to the next step in the grade shall occur after 12 months on the previous step, subject to approval by the academic head confirming satisfactory performance in accordance with the Schedule of Duties (Schedule 1) and the standards contained in the 'Academic Standards' HR Policy ("Standards Policy").

Where approval is withheld the staff member must be provided with details of the unsatisfactory performance and remedial action agreed. Advancement across the bar at step 5 shall be the decision of the employer.

**Senior Research Fellows**

Except for crossing the bar at step 5, advancement to the next step in the grade shall occur after 12 months on the previous step

**Associate Professors and Professors**

Salary progression will be according to the Associate Professor, Professor and PTF4 Salary Progression HR Policy (which will only be varied by the University after consultation with TEU) and will be based on: evidence of achievement against the standards required for the grade; the advice of the Academic Head and Dean; and on such other advice and evidence as appropriate. If requested, the staff member will be provided with feedback on the decision.

**2.0 VARIABLE SUPPLEMENTARY PAYMENTS**

The employer may award a payment in addition to salary on the grounds of recruitment or retention problems; or to recognise special administrative responsibilities., such as Academic Head responsibilities taking into account that all Professors are eligible to serve (and may be required to serve) as academic head

The supplement may be payable indefinitely or for a specified period, or for the period during which the employee continues to assume the special responsibilities.

The continuing payment of the supplement is subject to performance.

**3.0 PROMOTION CRITERIA****Academic Standards Principles**

Application for promotions will be assessed using the "[Academic Standards for Research Fellows, Senior Research Fellows, Lecturers, Senior Lecturers, Associate Professors and Professors](#)" HR Policy, which may be amended from time to time by the employer according to the terms of participation in clause 2.6 and according to the following principles:

1. Judgments on permanent appointment, continuation and promotion are made by committees of academic peers through a process designed to enable fair and consistent application of standards and shall reflect expectations appropriate to the particular terms of employment of the individual.
2. Normally there are three broad areas of contribution which are considered in assessments for appointment, continuation, promotion, or academic performance reviews:
  - (i) Contributions to teaching (experience and achievement in teaching);
  - (ii) Contributions to research and/or scholarship and/or artistic activity or professional activity.
  - (iii) Contributions to the University in institutional planning, governance, leadership and operations and/or to the discipline and/or the community.

In the case of the Faculty of Medical and Health Sciences, contributions to clinical practice will form a fourth broad area, where relevant.
3. The criteria for performance in relation to the areas of contribution in clause 2 of Schedule 1 shall:
  - (i) be consistent with the qualitative and quantitative norms that apply for their discipline in peer universities, and be applied using evaluative judgment of peers in the relevant academic discipline;
  - (ii) reflect the diversity of academic roles, responsibilities and contributions within their academic unit and to the University;
  - (iii) reflect the University's statutory obligations under the Education Act 1989 in relation to research-informed teaching, academic freedom and the critic and conscience of society;
  - (iv) address the University's equity and Treaty of Waitangi obligations;
  - (v) recognise the public good responsibilities of academics, relevant to their discipline; and
  - (vi) not include individual performance in the PBRF
4. To be **appointed to or continued in** an academic grade, the staff member must, on objective evidence, demonstrate achievement or ability of a kind appropriate to the grade to which they are seeking appointment or continuation.
5. Promotion of academic staff is designed to recognise and reward sustained performance. To be **promoted**, staff members must, on objective evidence, be able to perform at an advanced level at their current grade and demonstrate achievement or ability of a kind appropriate to the grade to which they are seeking promotion. Newly appointed staff whose case for promotion rests in part on teaching must have been employed and their performance evaluated for at least four teaching sessions (semesters, summer school, quarters) at the University of Auckland before being eligible for consideration for promotion

### 3.1 PROMOTION TO THE RANK OF ASSOCIATE PROFESSOR

- 3.1.1 Applicants for promotion to Associate Professor will be considered solely on the standards and criteria contained in the Standards Policy
- 3.1.2 Quality of scholarship and general standing in the subject and, where appropriate, professional contributions will be attested by referees outside the University of Auckland who will themselves be people of distinction in the subject. The University will appoint referees based on those nominated by the candidate and those nominated by the University. The University may make such additional enquiries as it wishes.
- 3.1.3 Referees' reports will be the private documents of the Faculty Staffing Committee and University Academic Staffing Committee and will not be communicated to the candidate.
- 3.1.4 The academic head will be asked to report on the candidate's powers and record as a scholar and teacher and on contributions to the University, profession and the community, and to add any appropriate general comment upon the application. The academic head may consult with appropriate persons.

**3.2 PROMOTION OVER THE BAR IN THE SENIOR LECTURER/SENIOR RESEARCH FELLOW SCALE**

- 3.2.1 Promotion over the Bar will be subject to the standards and criteria in the Standards Policy.
- 3.2.2 The academic head will be asked to report in detail on the candidate's record as a scholar and teacher, to comment on contributions to the University, profession or community, and to add any appropriate general comment on the application. The academic head may consult with appropriate persons.

**3.3 PROMOTION TO THE STATUS OF SENIOR LECTURER/SENIOR RESEARCH FELLOW**

- 3.3.1 A Lecturer/Research Fellow will be considered for promotion to Senior Lecturer/Senior Research according to the standards and criteria in the Standards Policy.
- 3.3.2 The academic head will be asked to report on the candidate's record as a scholar and teacher, to comment on any contributions to the University, profession or community, and to add any appropriate general comment on the application. The academic head may consult with appropriate persons.



## SCHEDULE 3: LEAVE - ACADEMIC STAFF

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### 1.0 INTRODUCTION

Apart from annual leave, academic staff are expected to carry out teaching, research and administrative duties and to be reasonably accessible in normal working hours to colleagues and students. Staff absent from their normal place of work are expected to provide the academic head with contact details.

### 2.0 ANNUAL LEAVE

2.1 Academic staff are entitled to, and expected to take, five (5) weeks annual leave per year of continuous service, free of University duties. Annual leave should be taken by agreement with the academic head taking into consideration the staff member's personal and family needs and should normally be arranged out of teaching time. Staff are expected to make annual leave arrangements with their academic head as far as possible in advance of the proposed period of absence. When an academic head wishes to take annual leave, the Dean of the Faculty should be notified of the dates and who will be looking after the affairs of the school/department during the academic head's absence.

2.2 The employer may require the employee to take annual leave on Easter Tuesday, the last weekday before Christmas and the three working days between Christmas and New Year.

### 3.0 LEAVE OF ABSENCE

- a) Grounds for which leave of absence may be considered are:
  - attendance at a conference,
  - research activities,
  - undertaking an approved professional activity,
  - compassionate grounds.
- b) Leave of absence requires the approval from the academic head. Where there is a need to extend a Leave of absence, the academic head must be advised as soon as practicable.
- c) Absences of up to two weeks require approval of the academic head.
- d) For absences exceeding two weeks, approval must be given by the dean, or their delegated representative, on the recommendation of the academic head.
- e) Leave of absence of more than three weeks at any one time during teaching time is unlikely to be approved unless an especially strong case is made. Staff wishing to apply for periods of more than four weeks will be expected to utilise their research and study leave entitlement by taking condensed leave or else to take leave without pay.

### 4.0 LEAVE WITHOUT PAY

All requests for leave without pay must be approved by the dean, on the recommendation of the academic head. Where the leave is for an extended period the dean will need to be satisfied that the teaching in the department will not be adversely affected. The maximum period for which leave without pay will be approved is two years, except that in exceptional cases, where there are strong academic reasons and support from the academic head, consideration may be given to extending this to three years.

**Note:** A copy of all leave without pay approvals must be forwarded to the HR for payroll action.

### 5.0 SICK LEAVE

Members of staff are responsible for informing their academic head when they are off sick and entering their leave into the system. Each case will be considered as it arises and a recommendation made as to the amount of sick leave to be approved and whether it should be with or without salary. Staff may be required to provide a medical certificate and further information may be requested.

### 6.0 PARENTAL LEAVE

Parental Leave is administered in accordance with the Parental Leave Act. Refer to the University's [Parental Leave Policy and Procedures](#)

An employee who is entitled to apply for 52 weeks parental leave may apply for up to nine weeks of such parental leave as University Paid Parental Leave, providing that the employee genuinely intends to return to duty after such parental leave, and providing further that if the employee subsequently does not return to duties, the employee agrees to refund salary and other remuneration paid during University Paid Parental Leave or agrees to alternative arrangements with the University. This leave can be taken in blocks of one week or more to allow more flexibility for eligible parents.

If both partners are employed in the University and are eligible for University Paid Parental Leave, then they are entitled to a total of 9 weeks University Paid Parental Leave between them, and they may choose who will receive it.

## **7.0 BEREAVEMENT/TANGIHANGA LEAVE**

- a) An employee shall be granted bereavement leave on full pay to discharge obligations and/or to pay respects to a deceased person with whom he/she 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 a Tangihanga (or its equivalent).
- b) In granting time off, and for how long, the employer must administer these provisions in a culturally sensitive manner taking into account:
  - (i) the closeness of the association between the employee and the deceased, which association need not be a blood relationship;
  - (ii) whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
  - (iii) the amount of time needed to discharge properly any responsibilities or obligations;
  - (iv) reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
  - (v) a decision must be made as quickly as possible so that the employee is given the maximum time possible to make any necessary arrangements. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary.
- c) If paid bereavement leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.
- d) If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other discretionary leave on pay, such leave may be interrupted and bereavement leave granted in terms of the preceding clauses. This provision will not apply if the employee is on leave without pay.

## SCHEDULE 4: REDUNDANCY PROVISIONS

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### 4.1 Refer to the [Review and Restructure Policy and Procedures](#)

- (a) Where the employer carries out a review or restructure of any of the positions covered by this agreement, and such a review or restructure has the potential to affect the job security of any employee covered by this agreement, the employer will enter into a process of consultation with the union(s) and the affected employee(s). Such consultation shall commence as early in the process as possible, and at least one month prior to any final decisions being made provided that in specific instances this period may be reduced by mutual agreement with the union(s) and employees(s) concerned. The purpose of such consultation is to allow the parties sufficient opportunity to investigate options in good faith which would prevent any loss of employment.
- (b) The University's approach to surplus situations shall be to explore the possibility of using redeployment, retraining and/or early retirement. Where reasonable efforts to place surplus staff through these options prove unsuccessful redundancy provisions may be invoked.
- (c) Employees shall receive not less than six months' notice of the termination of their employment by reason of redundancy, or such shorter or longer period as may be agreed between the employee and the University. They shall have the option to work out their notice where that is practicable.

Employees who have been given notice of redundancy will within the period of notice be given reasonable time, on full pay to make arrangements to seek new employment. These arrangements may include, for example, help in the preparation of a CV, job training, counselling, financial management, or attendance at job interviews. The employer will meet reasonable costs.

#### **Employment Protection Provision:**

- (d) Note: This clause shall apply in the event of restructuring of the employer's business. This clause applies to restructuring (as defined in Section 69OI of the Employment Relations Act 2000) and therefore will apply where the employer intends to enter into a contract or arrangement under which its business (or part of it) is to be undertaken by another person or business, or where the employer's business (or part of it) is to be sold or transferred to another person or business.

In the event a restructuring will affect employees, the employer shall, as soon as is reasonably practicable, (taking into account the commercial and confidentiality requirements of the business), commence negotiations with the other party involved in the restructuring (the "Other Party") concerning the impact of the restructuring on every employee. In those negotiations, the employer will, subject to any statutory, commercial confidence or privacy issues, provide the Other Party with all information about the employees who will be affected by the restructuring, including details of their current terms and conditions of employment. The employer will encourage the Other Party to offer all affected employees, employment on no less favourable terms and conditions of employment than they currently enjoy with the University.

However, whether the Other Party offers an employee(s) ongoing employment and on what terms and conditions, will ultimately be the decision of that Other Party.

Two options may be offered. They are:

- The Other Party does offer the employee employment on terms and conditions which are no less favourable than their existing terms and conditions. The employee may accept this offer to transfer to the Other Party or the staff member may decline the offer. If the employee accepts or declines the offer then they will not be entitled to any redundancy compensation from the University.
- If the staff member is not offered employment, by the Other Party, then the employer will consult with the employee regarding whether there are any suitable alternative positions available. If none can be identified or offered to the employee then they will be entitled to two months' notice and redundancy compensation as per this Schedule 4 in this agreement.

**Redeployment:**

- (e) The conditions under which employees may be redeployed to alternative duties within the University are as follows:
- (i) employees may be deployed to a position at the same, higher or lower salary;
  - (ii) where the new position is at a lower salary, an equalisation allowance will be paid for a period of two years to preserve the salary of the employee in the old position at the time of redeployment  
If the employee gives notice of their intention to retire within 5 years of redeployment to a position carrying a lower salary, there shall be no financial disadvantage with respect to non-salary entitlements
- (f) The equalisation allowance will be paid as an on-going allowance for two years equivalent to the difference between the present salary and the new salary. The allowance will be abated by any salary increase for the new position during the two year period.
- (g) Employees who are offered a position in the University which by mutual agreement is comparable to their existing position, noting that such agreement is not to be unreasonably withheld by either party, and who decline appointment, will not be eligible for redundancy compensation.
- (h) Where an employee agrees to be redeployed into a position that is not comparable to their existing position, or the employee has accepted a comparable position that is subsequently found by the employee to be not comparable to their existing position in good faith, the employee may within the first six months in the new position and after consultation with the employer to explore other options, elect to resign by giving the appropriate notice. The employee will receive a severance payment calculated on the salary and service of the employee immediately prior to the time s/he was initially redeployed.
- (i) In the case of redeployment into a fixed term position which by mutual agreement is comparable to their existing position and which then ceases to exist, and the employee is not further redeployed, the employee's employment agreement shall terminate and the employee will be paid severance on the following basis:
- (a) A sum equivalent to that provided under clause (k) below, or a sum equivalent to the salary due for the balance of the term of the agreement, whichever is the lesser, or
  - (b) such other compensation as may be agreed in writing between the parties.

**Redundancy:**

- (j) Upon leaving the University because of redundancy the employee shall be offered a severance payment as follows based on continuous service with the University:
- 1) Six weeks ordinary pay for the first year (or less) of service to the University.  
Two weeks ordinary pay for the second and subsequent years or part thereof.  
The maximum severance payment under this sub-clause shall be 40 weeks ordinary pay.
  - 2) Not less than 6 weeks' pay in lieu of notice, where the employee and University mutually agree to an earlier termination date than that provided under clause (c).
  - 3) The University shall make a payment in lieu of all outstanding leave.
- The University may pay reasonable expenses associated with national or international travel associated with seeking new employment, or associated with relocating the employee, providing that such costs shall be deducted from the above severance payment.
- (k) Severance payment for a fixed term position that ceases to exist will be calculated on the basis of salary and service of the employee, and will not be greater than the salary that would be due over the unexpired portion of the term.

**New Employment:**

(l) Where the employment of an employee engaged in an activity of the University comes to an end because that activity is sold or transferred and the person who acquires that activity offers to employ that employee:

- (a) on conditions that are the same as or no less favourable than the existing conditions; and
- (b) on the basis that service with the University is treated as if it were service with the new employer and as if it were continuous;

and the employee accepts the offer then the employee shall not be entitled to any severance payment under clause (k) of this agreement.

Where the employee declines to accept the position, the employee will consult with the employer over redeployment and other options contained in clauses (e) to (l), including the following option.

Where the person acquiring the activity offers a different role or employment on less favourable terms and conditions, the employee(s) and their representative(s) may, at their sole option, negotiate with the University over the terms and conditions surrounding termination of employment with the University and acceptance of employment with the new employer.

## SCHEDULE 5: PROCEDURE FOR RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS

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The Employment Relations Act 2000 requires that all collective and individual agreements contain a plain-language explanation of the services and processes available to resolve any employment relationship problems. The University and TEU have agreed on the following procedure.

1. Employment relationship problems include:
  - a **personal grievance** (a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union or employee organisation).
  - a **dispute** (about the interpretation, application or operation of an employment agreement).
  - **any other problem** relating to or arising out of the employee's employment relationship with the University except matters relating to the fixing of new terms and conditions of employment.
2. If the employee believes there is a problem with his or her employment relationship with the University, the employee should tell the employee's manager, either personally or through the union or other representative, as soon as possible:
  - that there is a problem; and
  - the nature of the problem; and
  - what action the employee wishes to be taken in relation to the problem.
3. If for any reason the employee feels unable to raise the matter with his or her manager, other suggested contacts are: dean or director, the Director or other staff member of Human Resources, or Director Staff Equity.
4. In the case of a personal grievance, the employee must raise the matter with the employer within 90 days of the grievance occurring or coming to the employee's notice, whichever is the later. A written submission is preferable but not necessary.
5. The employee has the right to seek the support and assistance of his or her union or representative, or information from the Ministry of Business Innovation and Employment (MBIE) Mediation Service at any time.
6. The University will try to resolve the matter through discussion with the employee and/or his or her union or representative.
7. If the problem cannot be resolved through discussion, then either the employee or the University can request assistance from the Ministry of Business, Innovation and Employment (MBIE) Mediation Services.
8. If the problem is not resolved by mediation, the employee may apply to the Employment Relations Authority for investigation and determination.
9. In certain circumstances the decision of the Employment Relations Authority may be appealed by the employee or the University to the Employment Court.

## APPENDIX 1: TOTAL REMUNERATION TEMPLATE

TOTAL REMUNERATION		
	Academic Component	Clinical Component
Academic Full Time Equivalent (FTE)		
Academic Salary Rate		
Clinical Full Time Equivalent (FTE)		
Clinical Salary Rate (ASMS)		
Medical Loading X Academic FTE)		
<b>Total Salary Per Annum</b> [(Academic Component x Academic FTE) + (Clinical Component x Clinical FTE) + (Medical Loading x Academic FTE)]		
<b>Total Superable Salary</b> (Note: clinical payments may be superable, where the relevant Health Care Provider accepts them as such, and the employer contribution is thereby recoverable by The University of Auckland.)  University employees <b>may apply</b> to belong to the New Zealand Universities Superannuation Scheme, in accordance with the provisions of that Scheme. Members are bound by the provisions of the Fund		
Clinical Payments		
On Call Allowance		
Availability Allowance		
(Note: These clinical allowances may change based on the requirements and rosters of the relevant Health Care Provider)		
Extra Clinical Duties Allowance		
Variable Supplementary Payments (where applicable) (Note: VSPs are not normally superable.)		
<b>TOTAL ACADEMIC &amp; CLINICAL REMUNERATION</b>		
<b>TOTAL REMUNERATION</b>		