



THE UNIVERSITY OF  
**AUCKLAND**  
Te Whare Wānanga o Tāmaki Makaurau  
NEW ZEALAND

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# Medical Professional Teaching Fellow Individual Employment Agreement

July 2021

# MEDICAL PROFESSIONAL TEACHING FELLOW INDIVIDUAL EMPLOYMENT AGREEMENT

JULY 2021

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# MEDICAL PROFESSIONAL TEACHING FELLOW INDIVIDUAL EMPLOYMENT AGREEMENT

JULY 2021

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## PARTIES

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The parties to this agreement are the Vice Chancellor of The University of Auckland (the "Employer"), and the Employee.

## 1. COVERAGE

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- 1.1 This agreement applies to medical practitioners who at the point of offer and at all times during the course of their employment are;
  - 1.1.1 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
  - 1.1.2 Employed in either that branch of medicine or in a similar capacity with minimal oversight; and
  - 1.1.3 Employed in the academic position of Professional Teaching Fellow

## 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 employee shall during the continuance of the employment:
  - 2.2.1 Diligently and faithfully serve the employer and endeavour to promote and protect the interests of the University, and to act in a collegial manner.
  - 2.2.2 Carry out and comply with all the employer's reasonable and lawful directions.
  - 2.2.3 Diligently perform the duties as agreed between the employer and the employee, and fulfil obligations to students.
  - 2.2.4 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 provision 2.2.6.
  - 2.2.5 The Parties recognise that as the Employee is vocationally registered, they may be required to undertake clinical duties with a Health Care Provider with whom the Employer 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.
  - 2.2.6 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, acknowledging that the University is governed by its Council.

### 3. HOURS OF WORK

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- 3.1** The hours of work shall be mutually agreed between the Employer and Employee and 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.
- 3.2** 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.
- 3.3** 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 4](#) of this agreement will apply.
- 3.4** If the employee initiates a reduction in tenths this must be approved and agreed by both the Employer and the Health Care Provider and a variation made to the employee's terms and conditions of employment.

### 4. REMUNERATION

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- 4.1** 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.
- 4.2** Academic work will be compensated as per the principles and provisions of this agreement.
- 4.3** 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.
- 4.4** The Parties recognise that the University is entitled to recover from the Health Care Provider proportionate other costs of employment expenses, as well as an overhead component.
- 4.5** Where increased direct employee costs for clinical services are received by the University from a Health Care Provider while the employee is a party to this agreement, such increases will be passed on to the employee in a timely manner and recorded in writing.
- 4.6 On Call / Availability Allowances**
- 4.6.1** The payment of on-call or availability allowances to an employee will be the same as the on call or 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.
- 4.6.2** Where clinical duties are no longer required or performed on this basis, payment will cease.
- 4.7 Superannuation**
- 4.7.1** For the purposes of calculating the employer's superannuation contribution to an employee who is part of either UniSaver or the Government Super Fund (GSF) superannuation

schemes, the salary shall include the University base salary, medical loading, the clinical scale salary and where applicable any other clinical component including rostered duties.

**4.7.2** In determining applicability, payments which the relevant Health Care Provider accept as superable, and therefore recoverable by the Employer will be subject to the Employer's superannuation contribution (e.g. clinical salary rate, on call and availability allowances).

#### **4.8 Work Related Expenses**

**4.8.1** The Employer will reimburse the Employee in full for the actual and reasonable work-related expenses incurred in the fulfilment of their role, provided these expenses were legitimately required in order for the Employee to meet their contractual obligations.

**4.8.2** The [Travel Expenses and Booking Procedures](#) apply to all requests for reimbursement.

### **5. CLINICAL DUTIES**

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**5.1** 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.

**5.2** Where the Employee is performing clinical duties as part of the University of Auckland's agreement with the relevant Health Care Provider, the Employee is responsible through the Employee's Academic 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 requirements as the Health Care Provider clinicians.

**5.2.1** 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.

**5.2.2** 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 5.2.3 below.

**5.2.3** 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 the Academic Head. 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.

**5.2.4** The Employee is required to maintain current New Zealand medical registration and medical liability insurance.

**5.2.5** The Employee will provide the volume and range of clinical service as agreed with the Academic Head and Health Care Provider management.

**5.2.6** The Employee will take an active part in postgraduate training, clinical audit, continuing medical education and other relevant activities of the clinical service.

**5.2.7** The Employee is always expected to provide the highest achievable standard of

professional and clinical care.

## 6. CONFIDENTIALITY

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- 6.1 Other than where specifically authorised by legislation the Employee shall not disclose any medical information or other details of any patient who is receiving, or has received, services provided by the Employer or a Health Care Provider.

## 7. RETIREMENT

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- 7.1 The employee shall give to the University a minimum of six (6) months' notice of retirement in writing.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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.

### 7.6 Retirement Payment

- 7.6.1 Employees who retire under clause 4 shall be entitled to receive the following payment:

Period	Entitlement
<b>After 10 years continuous service</b>	50 working days
<b>For each additional complete year up to 25 years' service</b>	5 working days
<b>For each additional complete year over 25 years' service</b>	2 working days

The maximum payment shall not exceed 131 working days.

- 7.6.2 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.
- 7.6.3 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.
- 7.6.4 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.

## 8. STAFF DEVELOPMENT

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- 8.1** The employer will provide orientation events to the University of Auckland. In addition, faculties, schools, and departments will provide further induction.
- 8.2** The employer undertakes to provide staff development programmes in which the employee may participate.
- 8.3** 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](#).
- 8.4 Tuition Fees**
- 8.4.1** 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, they 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.
- 8.4.2** 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.
- 8.4.3** 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.

## 9. DISCIPLINARY PRINCIPLES

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- 9.1** Disciplinary processes will be undertaken in accordance with the [Academic Staff Disciplinary Procedures](#) and the principles of procedural fairness and good faith.
- 9.2** Where appropriate, any concerns about staff conduct and performance will be dealt with informally.
- 9.3 Procedural Fairness**
- 9.3.1** 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:
- (a) Be fully and fairly informed of the allegation of allegations against them; and
  - (b) Have an informed, full, and fair opportunity to respond to the alleged breaches of conduct/poor performance, including by being:
    - Provided with all information generated by the investigation; and
    - Notified of potential disciplinary outcomes at the outset; and



- Given the opportunity to comment on any proposed penalties and raise any matters relevant to mitigation, prior to a final decision being made; and
- Have their responses considered with an open mind; and
- 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); and
- Have the right to representation at all stages of the process.

**9.3.2** The Employer also agrees that:

- (a) Any delegate or investigator appointed to conduct an investigation will investigate fully, fairly and impartially; and
- (b) Any warnings will be issued with the approval of a Human Resources Manager or Advisor; and
- (c) In circumstances where disciplinary action is taken, the decision and the reasons for it, will be provided in writing to the employee; and
- (d) Employees shall be advised of their right to challenge any disciplinary decision.

**9.4 Good Faith**

**9.4.1** 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.

**9.5 Definitions**

**9.5.1** Misconduct:

- (a) The failure of an employee in their employment to maintain proper standards of integrity, conduct of 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.

**9.5.2** Serious Misconduct:

- (a) 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.

**9.6 Academic Freedom**

- 9.6.1** The disciplinary procedures shall not be applied to any academic employee because 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.

## **9.7 Suspension**

- 9.7.1** Where there is an alleged case of serious misconduct, the employee may be suspended on base salary from their duties while an investigation is carried out. In addition, there may be other exceptional circumstances in which an employee may be suspended with pay.
- 9.7.2** 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.
- 9.7.3** 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.

## **10. LEAVE**

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- 10.1** The timing of leave shall be agreed between the employee and the employer as outlined in [Schedule 3](#).
- 10.2** 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](#).
- 10.3 Research and Study Leave**
- 10.3.1** The provision of research and study leave shall be in accordance with the [Research and Study Leave Policy](#) which may be amended from time to time by the employer.
- 10.4 Special Clinical Leave**
- 10.4.1** One day shall be provided for each tenth spent providing clinical duties to a Health Care Provider to a maximum entitlement of five (5) days per annum.
- 10.4.2** This leave will be administered in accordance with the procedures governing Annual Leave.
- 10.4.3** No employee's entitlement to Annual Leave and Special Clinical Leave will exceed a combined total of 6 weeks of leave.

## **11. OUTSIDE EMPLOYMENT**

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- 11.1** 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.

- 11.2** 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.
- 11.3** No outside activity may be undertaken which is in competition with any of the employer’s activities.

## **12. COPYRIGHTS, PATENTS AND TRADEMARKS**

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- 12.1** 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 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.
- 12.2** 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).

## **13. PAYMENT FROM OTHER PERSON(S)**

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- 13.1** 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.

## **14. PUBLIC COMMENTARY & ACADEMIC FREEDOM**

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- 14.1** 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.
- 14.2 Academic Freedom**
- 14.2.1** An employee in commenting on matters of public interest outside their particular areas of expertise or responsibility must do so in a private capacity unless they have first obtained the specific approval of the employer through the appropriate academic head.
- 14.3** 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 their 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.

## **15. EMPLOYEE NOT TO BIND EMPLOYER**

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- 15.1** 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.

## 16. TERMINATION OF EMPLOYMENT

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- 16.1** 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.
- 16.2** The employment may be terminated forthwith by the employer without prior notice if the employee shall at any time:
- (a) be guilty of serious misconduct; or
  - (b) 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.
- 16.3** 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 their duties.
- 16.4** 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 an employee's fitness for work and/or return to work.
- 16.5** 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.
- 16.6** For employees who are unfit to work but progressing toward recovery and a return to work, ongoing sick leave may be granted either with or without pay, (if an employee has exhausted their sick leave entitlements).
- 16.7** 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.
- 16.8** In cases where termination of employment is necessary, a notice period of 3 months will be apply, which may be paid out in lieu.
- 16.9** Any action taken under clauses 16.2 or 16.3 will comply with the provisions of the [Academic Staff Disciplinary Procedures](#).
- 16.10** The employee may terminate this agreement upon six months' notice in writing, or upon some other mutually acceptable period of notice.
- 16.11** The procedures for continuation are covered by the [Continuation Policy](#). The disciplinary procedures do not apply to the consideration of continuation of initial agreements.
- 16.12** Where disciplinary action is warranted during the initial term of employment or any

extension of the initial term, the disciplinary procedures shall apply.

- 16.13** 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.

## **17. ABANDONMENT OF EMPLOYMENT**

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- 17.1** 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.

## **18. DEBT RECOVERY**

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- 18.1** 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.
- 18.2** 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, holidays taken in advance, overpayment of salary, outstanding debts or money owed to the University by the employee.
- 18.3** Employees will be consulted before any deductions are made from pay.
- 18.4** 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.

## **19. REFUND OF APPOINTMENT EXPENSES**

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- 19.1** Where the employee has received reimbursement of expenses in order to take up their 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.
- 19.2** 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.

## **20. SUPERANNUATION**

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- 20.1** For details about University of Auckland superannuation benefits and how to apply, please visit the [Superannuation](#) Page on the staff intranet.
- 20.2** The University is an exempt employer and, although the employee can chose 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.

- 20.3** 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.

## **21. FLEXIBLE WORK**

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- 21.1** 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](#).
- 21.2** 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. 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.
- 21.3** 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.

## **22. FIELD WORK**

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- 22.1** 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.

## **23. INSURANCE OF WORK-RELATED BELONGINGS**

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- 23.1** 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.

## 24. HEALTH, SAFETY AND WELLBEING

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- 24.1** 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 and the control of risk 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](#).
- 24.2** 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](#).

## 25. EMPLOYMENT RELATIONSHIP PROBLEMS

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- 25.1** The provisions of [Schedule 5](#) will be followed in the case of Employment Relationship Problems.
- 25.2** 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.

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## SCHEDULE 1: DUTIES

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### 1. SCHEDULE OF DUTIES

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- 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 grade of Professional Teaching Fellow carry out all teaching activities in collaboration with a research active academic colleague who actively participates in the University processes of curriculum and assessment design and course review. Staff at the level of PTF4 may act as course directors. The duties of Professional Teaching Fellows do not include research.
- 1.3** Academic staff in the grades of Professional Teaching Fellow are employed to:
- (a) Contribute to teaching activities in accordance with their share of the Department, School or Centre's teaching programme; and
  - (b) Support teaching across a range of courses and programmes including professional or clinical programmes; and
  - (c) Facilitate student learning, incorporating new technologies and initiatives through professional delivery and organisation; and
  - (d) Contribute to the administration of their Department, School or Centre, and support certain University-wide administrative functions such as graduation.
- 1.4** Teaching duties include:
- (a) Contribution to creating and maintaining an outstanding teaching and learning environment
  - (b) Conduct of tutorials
  - (c) Development of course materials
  - (d) Preparation and delivery of lectures and seminars
  - (e) Preparation and delivery of practical classes, demonstrations, and workshops
  - (f) Marking according to the assessment processes determined by the academic colleague responsible for the course
  - (g) Application of professional skills and innovation to teaching
  - (h) Academic and pastoral contact with individual students
  - (i) Preparation and delivery of practical classes, demonstrations, and workshops
  - (j) Contribution to student equity activities and initiatives
- 1.5** Contributions to the University include:
- (a) Administrative tasks associated with subjects taught



- (b) Meetings and committee work
- (c) Contributions to EEO
- (d) Contributions to the University's obligations under the Treaty of Waitangi

## **2. GENERAL PRINCIPLES OF WORKLOAD**

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- 2.1** These are to be applied in accordance with the principles outlined in the University's current mission and goals.
- 2.2** 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:
  - (a) teaching
  - (b) research
  - (c) service and leadership
  - (d) annual leave
  - (e) research grant needs
  - (f) planned research and study leave.
- 2.3** 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.
- 2.4** Individual academic staff contribute in differing proportions in terms of teaching, research, and service.
- 2.5** 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.
- 2.6** 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.
- 2.7** The University will pay attention to setting a fair and equitable workload amongst academic staff over the full calendar year.
- 2.8** 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.
- 2.9** In the absence of departmental norms and when setting annual teaching workloads that include summer school, the academic heads will consider recent teaching workloads over semester 1 and semester 2 as a guide.

- 2.10** 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.
- 2.11** If 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.
- 2.12** 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.
- 2.13** 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.
- 2.14** The University will consider the personal and family needs of the employee and any transport issues. All reasonable costs will be reimbursed.
- 2.15** Such teaching arrangements will be with the agreement of the staff member, such agreement not to be unreasonably withheld.
- 2.16** Where it is agreed between the staff member and academic head that the total workload is extraordinary in nature, a variable supplementary payment (VSP) may be offered. The VSP will be set in relation to base salary and should consider the magnitude of the total workload.

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## SCHEDULE 2: REMUNERATION

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### 1. SALARY SCALE FOR ACADEMIC STAFF

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Grade	Step	From 1/2/21	From 1/2/22
Professional Teaching Fellow	PTF 4 From	\$118,953	\$121,332
	PTF 3	\$109,439	\$111,627
	PTF 2	\$99,922	\$101,920
	PTF 1	\$90,404	\$92,212

### 2. MEDICAL LOADING

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- 2.1 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. An individual's actual medical loading is derived by multiplying their academic full time equivalent (FTE) by the amount of the medical loading, as specified below.
- 2.2 Medical loading will increase annually by the same percentage as the general revision.
- 2.3 Medical Loading Amounts:

From 1/2/21	From 1/2/22
NZ\$51,000	NZ\$52,020

### 3. PROGRESSION WITHIN GRADES

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- 3.1 Advancement across the steps shall be the decision of the Employer in accordance with the [Promotion Procedures](#).
- 3.2 **Professional Teaching Fellow 4, Associate Professors and Professors**
- 3.2.1 Salary progression will be according to the [Professor, Associate Professor and Professional Teaching Fellow 4 Salary Progression Policy and Procedures](#) and will be based on: evidence of achievement against the academic 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.

### 4. VARIABLE SUPPLEMENTARY PAYMENTS

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- 4.1 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.
- 4.2 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.
- 4.3 The continuing payment of the supplement is subject to performance.

## 5. PROMOTION CRITERIA

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- 5.1 Applications for promotion will be assessed using the appropriate [Academic Standards](#).
- 5.2 For further information, please view the appropriate [Policies and Procedures](#).

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## SCHEDULE 3: LEAVE

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- 1.1** 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.
- 1.2 Annual Leave**
- 1.2.1** 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.
- 1.2.2** 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.
- 1.2.3** The University plans to introduce a pilot scheme in 2020 providing staff with the option of either buying or cashing up one (1) week of annual leave. For details of this scheme and eligibility requirements please visit the [Leave Plus](#) page on the staff intranet.
- 1.3 Leave of Absence**
- 1.3.1** Grounds for which leave of absence may be considered are:
- (a) attendance at a conference,
  - (b) research activities,
  - (c) undertaking an approved professional activity,
  - (d) compassionate grounds.
- 1.3.2** 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.
- 1.3.3** Absences of up to two weeks require approval of the academic head.
- 1.3.4** For absences exceeding two weeks, approval must be given by the Dean, or their delegated representative, on the recommendation of the academic head.
- 1.3.5** 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.
- 1.4 Leave without Pay**
- 1.4.1** 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.

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

## **1.5 Sick Leave**

**1.5.1** 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.

**1.5.2** Staff may be required to provide a medical certificate and further information may be requested.

## **1.6 Parental Leave**

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

**1.6.2** 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.

**1.6.3** 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.

## **1.7 Bereavement/Tangihanga Leave**

**1.7.1** An employee shall be granted bereavement leave on full pay to discharge obligations and/or to pay respects to a deceased person with whom they have 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).

**1.7.2** In granting time off, and for how long, the employer must administer these provisions in a culturally sensitive manner taking into account:

- (a) the closeness of the association between the employee and the deceased, which association need not be a blood relationship;
- (b) whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
- (c) the amount of time needed to discharge properly any responsibilities or obligations;
- (d) reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;

**1.7.3** 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.

**1.7.4** If paid bereavement leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.

**1.7.5** 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.

## **1.8 Public Holidays**

**1.8.1** The following days shall be observed as public holidays:

- (a) New Year's Day
- (b) The Day after New Year's Day
- (c) Waitangi Day
- (d) Anzac Day
- (e) Good Friday
- (f) Easter Monday
- (g) Sovereign's Birthday
- (h) Matariki
- (i) Labour Day
- (j) Auckland Anniversary Day
- (k) Christmas Day
- (l) Boxing Day

**1.8.2** Where permanent or fixed term employees are required to work on a day on which a public holiday is legally observed, they shall be paid time and half for all hours actually worked. If the public holiday worked is an ordinary day of work for the employee, they shall be allowed a paid day off in lieu.

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## SCHEDULE 4: REDUNDANCY PROVISIONS

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### 1. REVIEWS & RESTRUCTURES

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- 1.1 Refer to the [Review and Restructure Policy and Procedures](#).
- 1.2 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 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 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.
- 1.3 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.
- 1.4 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.
- 1.5 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.

### 2. EMPLOYMENT PROTECTION PROVISIONS

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- 2.1 This clause shall apply in the event of restructuring of the employer's business.
- 2.2 This clause applies to restructuring (as defined in Section 690I 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.
- 2.3 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.
- 2.4 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.

- 2.5** Two options may be offered. They are:
- 2.5.1** 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.
- 2.5.2** 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.

### **3. REDEPLOYMENT**

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- 3.1** The conditions under which employees may be redeployed to alternative duties within the University are as follows:
- (a) employees may be deployed to a position at the same, higher or lower salary;
  - (b) 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
- 3.2** 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
- 3.3** 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.
- 3.4** 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.
- 3.5** 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.
- 3.6** Employees who receive redundancy compensation and are re-employed by the University in a permanent or fixed term capacity within twelve (12) months of termination of employment, may be required to pay back the redundancy compensation they received. In the case of permanent employment, an employee may be required to pay all or some of their compensation abating on a pro rata basis subject to the length of time that has elapsed since their final day of employment with the University. In the case of a fixed term appointment, employees will be required pay back some or all their redundancy compensation subject to the length of the offer of fixed term employment in accordance

with clause 4.1 below.

**3.7** 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) Where the position ceases during the first 12 months of redeployment the full severance payment will be made;
- (b) Where the position ceases after a period in excess of one year but not exceeding two years of redeployment, 50% of the severance payment will be made;
- (c) Where the position ceases beyond two years of redeployment no severance payment will be made.

#### **4. REDUNDANCY**

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**4.1** Upon leaving the University because of redundancy the employee shall be offered a severance payment as follows based on continuous service with the University:

- (a) Six weeks ordinary pay for the first year (or less) of service to the University.
- (b) Two weeks ordinary pay for the second and subsequent years or part thereof.
- (c) The maximum severance payment under this sub-clause shall be 40 weeks ordinary pay.
- (d) 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 1.4 in this schedule.
- (e) The University shall make a payment in lieu of all outstanding leave.

**4.2** 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.

**4.3** 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.

#### **5. NEW EMPLOYMENT**

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**5.1** 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;
- (c) and the employee accepts the offer then the employee shall not be entitled to any severance payment under redundancy clause 4.1 of this agreement.

- 5.2** Where the employee declines to accept the position, the employee will consult with the employer over redeployment and other options contained in clauses 3 to 5 of this schedule, including the following option.
- 5.3** 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.

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## SCHEDULE 5: RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

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- 1.1** 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 has agreed on the following procedure.
- 1.2** Employment relationship problems include:
- (a) 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).
  - (b) a dispute (about the interpretation, application or operation of an employment agreement).
  - (c) 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.
- 1.3** If the employee believes there is a problem with their employment relationship with the University, the employee should tell the employee's manager, either personally or through another representative, as soon as possible:
- (a) that there is a problem; and
  - (b) the nature of the problem; and
  - (c) what action the employee wishes to be taken in relation to the problem.
- 1.4** If for any reason the employee feels unable to raise the matter with their manager, other suggested contacts are: Dean or Director, the Director or other staff member of Human Resources, or the Director of Staff Equity.
- 1.5** 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.
- 1.6** The employee has the right to seek the support and assistance of their representative, or information from the Ministry of Business Innovation and Employment (MBIE) Mediation Service at any time.
- 1.7** The University will try to resolve the matter through discussion with the employee and/or the employee's representative.
- 1.8** 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.
- 1.9** If the problem is not resolved by mediation, the employee may apply to the Employment Relations Authority for investigation and determination.
- 1.10** In certain circumstances the decision of the Employment Relations Authority may be appealed by the employee or the University to the Employment Court.

<u>TOTAL REMUNERATION</u>	<b>Record</b>	<b>Record</b>
	<u>Academic Component</u>	<u>Clinical Component</u>
<b>Academic Full Time Equivalent (FTE)</b>	0	
<b>Academic Salary Rate:</b>		
\$0	\$0	
<b>Clinical Full Time Equivalent (FTE)</b>		0
<b>Clinical Salary Rate (ASMS/MOSS Step )</b>		
\$0		\$0
<b>Medical Loading (\$51,000 X Academic FTE)</b>		
\$51,000	\$0	
<b>Total Base Salary Per Annum</b> [(Academic Component x Academic FTE) + (Clinical Component x Clinical FTE) + (Medical Loading x Academic FTE)]	\$0	\$0
<b>Total Superable Salary</b> (Note: Under clause 1.3 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		
<b>Clinical Payments:</b>		
<b>On-Call Allowance</b>		\$0.00
<b>Availability Allowance</b>		\$0.00
(Note: These clinical allowances may change based on the requirements and rosters of the relevant Health Care Provider)		
<b>Extra Clinical Duties Allowance</b>		
<b>Variable Supplementary Payments (where applicable)</b> (Note: VSPs are not normally superable. However, where the VSP is made by way of clause 7.1 to ensure the individual's salary is not reduced as a result of the coming into force of this collective, then it will be superable.)		
<b>TOTAL ACADEMIC &amp; CLINICAL REMUNERATION</b>	\$0.00	\$0.00
<b>TOTAL REMUNERATION</b>	\$0.00	

Total FTE

0.00