AGREED VARIATION TO MEDICAL LOADING

PARTIES

Between Vice Chancellor of the University of Auckland ("the University")

AND Tertiary Education Union (TEU) ("the Union")

INTRODUCTION

This document records the agreed terms of the variation of the *Medical Academic Collective Agreement 2018* (**the Collective Agreement**) in relation to medical loading and clinical leave (Schedule 2: Remuneration, current sub-clause 1.0 clause 5 (c) of the General Section and clause 7 of the Medical Academic Provisions section).

The Union warrants that ratification of this variation to the Collective Agreement on 20/12/19 was in accordance with clause 2 of the General Section, of the Collective Agreement, the Employment Relations Act 2000 and with any other applicable rules and procedures.

THE PARTIES AGREE:

Basis for variation

The Collective Agreement in clause 3 provides as follows:

> ***TERM OF THE COLLECTIVE AGREEMENT***
>
> *The term of the proposed Collective Agreement is between 1 September 2018 and 31 August 2021, subject to parties reaching agreement on Medical loading and Clinical leave (outstanding issues) outside of bargaining. If no agreement is reached as to the outstanding issues by 31 August 2019, then the Agreement will expire on 31 August 2019.*

The parties have now reached agreement on Medical loading and Clinical leave. The agreed variation to the Collective Agreement is as follows below, but other matters relevant to the variation and its agreement, including the responsibilities of both parties in relation to funding and implementing this variation is attached, titled *Medical Loading IBPS Summary of Solution.*

Medical loading

In regard to medical loading, for clinical academics at the Faculty of Medical & Health Sciences and Liggins Institute, medical loading will increase from February 1, 2020. The increases are:

Level	Increase/year
Senior Lecturers	$5,000
Associate Professor	$2,500
Professor	No change

SB

To give effect to the variation, in Schedule 2 1.0: Remuneration, a new sub-clause 1.1 will be inserted.

Subclause 1.1 will be inserted with the below:

1.1 Medical Loading entitlement (in addition to base salary)

Table of Medical Loadings by Promotion Level

Medical Loading	2020
Professor	45,000
Associate Professor	47,500
Senior Lecturer 8	50,000
Senior Lecturer 7	50,000
Senior Lecturer 6	50,000
Senior Lecturer 5	50,000
Senior Lecturer 4	50,000
Senior Lecturer 3	50,000
Senior Lecturer 2	50,000.
Senior Lecturer 1	50,000

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.

Clinical leave

To give effect to the variation in relation to clinical leave, clause 7within the Medical Academic Provisions section in the collective agreement will be amended. Clause 7 currently provides that *"This leave shall be administered in accordance with the provisions governing Annual Leave."* This statement will be deleted.

Clause 7 in the collective agreement will be varied with the addition of following conditions,:

- 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.

SB.

SIGNATURES

I. Signed for and on behalf of the **Vice Chancellor of The University of Auckland** by Sean Barry, Human Resources Manager:

	SEAN BARRY	13/12/2019
Signature	Name	Date

II. Signed for and on behalf of the Unions by its duly authorised representative, Enzo Giordani:

	Enzo Giordani	13/12/19
Signature TEU	Name	Date