



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

# Professional Staff Individual Employment Agreement

*Bands H – L*

December 2019

# PROFESSIONAL STAFF INDIVIDUAL EMPLOYMENT AGREEMENT

DECEMBER 2019

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# PROFESSIONAL STAFF INDIVIDUAL EMPLOYMENT AGREEMENT DECEMBER 2019

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## SECTION A: PARTIES

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### A1 PARTIES

- A1.1 The parties to this agreement are the Vice Chancellor of The University of Auckland (the "Employer"), and the Employee.

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## SECTION B: MUTUAL RESPONSIBILITIES & SUPERANNUATION

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### B1 MUTUAL RESPONSIBILITIES

- B1.1 During the term of this agreement the employer shall continue to act as a good employer in all dealings with the employee. This includes providing;
- (a) Good and safe working conditions; and
  - (b) An equal employment opportunities programme; and
  - (c) The impartial selection of suitably qualified persons for appointment; and
  - (d) Opportunities for the enhancement of the abilities of individual employees; and
  - (e) Recognition of the aims and aspirations and employment requirements and the cultural differences, of ethnic or minority groups; and
  - (f) Recognition of the employment requirements of women; and
  - (g) Recognition of the employment requirements of persons with disabilities.
- B1.2 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; and
  - (b) Carry out and comply with all the employer's reasonable and lawful directions; and
  - (c) Diligently perform the duties as agreed between the employer and the employee, and fulfil obligations to students; and
  - (d) Comply with all the University's statutes, guidelines and policies, which may be amended by the Employer from time to time following appropriate consultation with its employees.

### B2 SUPERANNUATION/KIWISAVER

- B2.1 For further details, please view the [staff intranet page](#).
- B2.2 University employees may belong to Unisaver in accordance with the provisions of that scheme.
- B2.3 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.
- B2.4 Where the employee is a contributor to the Government Superannuation Fund the University will continue to make contributions to the Fund. Members of the fund are bound by the provisions of that scheme.

## SECTION C: HOURS OF WORK

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### **C1 HOURS OF WORK**

- C1.1 37.5 hours shall constitute an ordinary full time week's work to be worked between 7 am and 9 pm Monday to Friday and 8 am and 5 pm Saturday, normally on five consecutive 7.5 hour days except for employees in the Library rostered for shift duties whose ordinary hours of work shall be 7.5 hours per day and 37.5 hours per week to be worked on any five days of the week.
- C1.2 By mutual agreement of the employer and the employee the hours may be varied within a 37.5 hour work week and worked on not more than five days.
- C1.3 As far as possible the hours of work shall be continuous except for an unpaid meal break of not more than one hour or less than 30 minutes each day.
- C1.4 In addition, employees shall be granted a rest period of 10 minutes in each period of four hours worked. Normally that rest period shall be allowed after not less than two hours work. All employees are to receive free tea, coffee, milk and sugar for breaks.
- C1.5 All employees shall have regular hours, however these may be varied by mutual agreement following discussion between the employer and any employee(s) directly affected by the variation. Any such variation shall be recorded in writing.
- C1.6 Flexitime may operate by mutual agreement between the employer and the individual employee concerned, within the ordinary hours of work specified within this agreement.
- C1.7 In special circumstances an employee may be required temporarily to vary starting and/or finishing times.
- C1.8 Staff may be granted time off on the basis of one hour for each hour worked over and above their contracted hours at the discretion of the employer.

### **C2 MINIMUM BREAK BETWEEN FULL SHIFTS**

- C2.1 A break of at least nine continuous hours must be provided wherever possible between any two shifts which shall take account of reasonable travel time.
- C2.2 A full shift means a continuous period of work of 7.5 or more hours.  
This requirement to provide a break wherever possible applies whether or not any additional penalty payment will apply.
- C2.3 If a break of at least nine continuous hours cannot be provided between shifts, the shift is to be regarded as continuous until a break of at least nine continuous hours is taken. Payment for hours worked shall be at the appropriate rate taking into account the provisions of section [C1](#).
- C2.4 The penalty payment provisions will not apply in any case where the result would be to give an employee a lesser payment than would otherwise have been received.
- C2.5 Time spent off duty during ordinary hours solely to obtain a nine-hour break shall be paid at ordinary time rates. Any absence after the ninth hour of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.

## SECTION D: REMUNERATION

### D1 JOB EVALUATION BAND REMUNERATION RANGES

- D1.1 The minimum and maximum for the remuneration range of each band will be reviewed by the employer on an annual basis against market information. "Confirmed" denotes that the market information for each job evaluation band has been obtained, the analysis has been completed and therefore the minimum and maximum can be confirmed for that year. "Estimated" denotes that the minimums and maximums for each job evaluation band for future years are projected and therefore subject to review by the employer and may be either increased or lowered subject to the market information received.
- D1.2 Minimum and maximum rates for each Job Evaluation Band are outlined below with effect from 1 February 2020. Individual employee salaries will increase by a minimum of 2% on 1 February in 2020, 2021, and 2022 subject to the remuneration framework criteria. For details please visit the [Remuneration](#) page on the staff intranet.

Band	2020 <i>Confirmed</i>		2021 <i>Estimated</i>		2022 <i>Estimated</i>	
	Min	Max	Min	Max	Min	Max
L	165,200	223,500	168,500	228,000	171,900	232,500
K	139,800	189,200	142,600	193,000	145,500	196,800
J	117,500	158,900	119,800	162,100	122,200	165,400
I	99,600	134,800	101,600	137,500	103,600	140,200
H	85,100	115,200	86,800	117,500	88,600	119,800

- D1.3 All staff will be paid between the minimum and maximum of the remuneration range for their band with effect from 1 February 2020, unless they have had their salary capped as a result of being over the remuneration range maximum for their position.

### D2 EVALUATION OF POSITIONS

- D2.1 The University uses the Strategic Pay Job Evaluation methodology SP10 and Job Wise system, to evaluate the majority of Professional positions across the organisation. The [Job Evaluation](#) page provides guidance on the purpose and approach; when jobs are evaluated; and how a request is made to evaluate a job and potential outcomes. The object is to ensure that the integrity of all job evaluation outcomes is maintained.

Where the position is placed in a higher band and the current salary is below the minimum for that band the salary will be raised to at least the minimum from the date that the Job Evaluation was confirmed.

In transferring to a new position, at a lower band than their current position, the employee's current salary will not be reduced unless their current salary is above the maximum for the band for the new position. The employee can accept or decline the terms and conditions of any such offer.

Where an employee occupies a position that has been reviewed under the [Guidelines for Job Evaluation](#) and the band of the position has been increased, the salary of the staff member will be automatically reviewed according to the [Guidelines for Out of Cycle Increases](#).

- D2.2 A manager or employee may appeal the outcome of a job evaluation within one month where the job description used for the evaluation was inaccurate.

### D3 ANNUAL REVIEWS

#### D3.1 Salary Review

All salaries below the maximum of a band shall be reviewed annually.

#### D3.2 Remuneration Principles

- i. **Fair** – Fair, equitable and transparent;
- ii. **Fiscally sustainable** – A University that is financially sustainable and responsible to remain competitive and autonomous in a constrained environment;
- iii. **Flexible** – Flexible and agile in practices, process, and guidelines to recognise and reward performance;
- iv. **Contribution** – Ensure performance is rewarded.

### D3.3 Salary review principles

Reviews shall:

- i. Be aligned with the values and strategies of the University (including University Equity and Development Review policies);
- ii. Both the employee and their manager are responsible for the salary review process;
- iii. Both parties must contribute to ensure clarity and transparency of expectations and what is needed to achieve in the position is understood and reached;
- iv. Both parties are responsible for objective setting, development planning, and progress meetings throughout the year before the final annual performance and development review evaluation, and shall comply with relevant policies and procedures (see the [EVOLVE](#) details on the staff intranet);
- v. Take into account both the development and performance of the employee; and
- vi. Have a monitoring process to ensure appropriate and consistent application.

### D3.4 Appeal Committee for Salary Reviews

- i. An appeal committee will be established by the employer.
- ii. The committee will consider appeals where a case can be made that there has been a significant failure of process which has affected the outcome or where the decision is clearly at odds with the evidence.
- iii. The [Job Evaluation Appeals Process](#) provides more information on how appeals are managed by the employer.

### D3.5 Annual Salary Review Process

The employer will determine the distribution of annual salary increases and bonus payments.

#### D3.5.1 Salary Increases

An annual increase, the “general revision”, is a percentage increase offered by the employer and paid in February. A multiplier is then applied to this percentage increase based on the remuneration framework, for staff who joined the University prior to 1 November in the previous calendar year.

Staff who are paid at or above the maximum for the band in which their position is placed, whose performance consistently exceeds identified expectations, will be considered, through the Annual Salary Review process, for a lump sum bonus.

#### D3.5.2 Bonus Payments

Bonus payments may be made to individuals or groups who have undertaken substantial additional work or special projects over and above normal duties, or in recognition of exemplary performance. Applications may be initiated by individuals through their manager or Academic Head

## D4 TE REO DUTIES

The employer will take into account for remuneration purposes proficiency in languages other than English, and Te Reo in particular, where the needs of the job demand such skills.

Where employees are called upon by the University to use Te Reo Maori in circumstances outside their job requirements, and where such duties are above and beyond the normal requirements of the employee, the University may recognise such contributions either financially or otherwise.

## SECTION E: ALLOWANCES

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### E1 SPECIAL DUTIES ALLOWANCE

An employee required by the employer to undertake a period of special duties, or to temporarily act in the capacity of a higher salaried employee, where there are increased duties and responsibilities shall be reimbursed by the employer at a higher level of remuneration commensurate with such increased duties and responsibilities to be agreed with the employee. The agreed allowance shall apply from the day the agreed special duties or temporary acting appointment commences.

### E2 TRAVELLING ON UNIVERSITY BUSINESS IN NEW ZEALAND (EXCEPT ON FIELD WORK)

E2.1 Employees travelling on University business which has been approved by the employer will be reimbursed actual and reasonable expenses upon presentation of receipts.

### E3 FIELD WORK

E3.1 For the purpose of this agreement, field work shall mean:

- (i) A day field trip - which does not necessitate the employee being away from his/her place of residence overnight;
- (ii) A field trip - which necessitates the employee being away from his/her place of residence for one night or more, up to 20 consecutive nights;
- (iii) An expedition - which necessitates the employee being away from his/her place of residence for more than 20 consecutive nights.

E3.2 An employee has the right to object to undertaking field trips and expeditions as defined in paragraphs (ii) and (iii) of sub-clause E3.1 on reasonable grounds. The employer undertakes to adequately consider an employee's reasonable objection to field trips and expeditions and wherever possible to give reasonable notice of the field trip or expedition.

E3.3 An employee who undertakes field work of any kind covered by this clause shall be provided by the employer with equipment and special clothing deemed by the employer to be necessary for the field work, and such equipment or special clothing shall remain the property of the employer. In lieu of the foregoing, an employee may be paid a sum agreed upon by the employer and the employee as partial reimbursement of the cost of provision by the employer of such equipment or special clothing, which shall remain the property of the employee.

E3.4 It shall be the duty of the employer to take all reasonable steps to ensure that all equipment and clothing supplied at any time during field work is in a safe working condition, and that where necessary the employee is given adequate instruction in its proper use.

E3.5 An employee engaged on a field trip or expedition shall be provided with suitable food and transport or shall be reimbursed the actual reasonable costs thereof. Where necessary, an employee undertaking a field trip or expedition may be given an advance against expenses.

E3.6 An employee engaged on a day trip shall be entitled to time-off, in lieu of overtime, on the basis of one hour for each hour worked, for any hours worked in excess of 7.5 hours.

E3.7 An employee engaged on a field trip shall be entitled to one day's time off in respect of each day worked on that field trip, which is not one of the employee's regular days of work, to be taken at a time mutually convenient to the employee and the employer.

E3.8 An employee engaged on an expedition shall be entitled to overtime or time-off in lieu for the first twenty days

E3.9 An employee who is engaged on a field trip shall be entitled to accommodation of a reasonable standard appropriate to the circumstances.

E3.10 The terms and conditions applicable to expeditions shall be determined in each case prior to the commencement of the expedition. It is recognised by the parties that each expedition is to be treated on its merits as a separate case.

### E4 TRANSPORT

E4.1 Where an employee is required to travel to or from work outside regular hours and the employer considers the safety of the employee is at risk the employer may provide free transport.

E4.2 For further information on transport and travel, please refer to the [Travel Policy](#).



**E5 MOTOR VEHICLE MILEAGE RATE**

E5.1 Where the use of a private vehicle for official business has been approved, the employee shall be paid a motor vehicle allowance the equivalent of the standard Inland Revenue Department rates for work related kms.

For further information on private motor vehicle use, please refer to the [Travel Expenses and Booking Procedures](#).

## SECTION F: HOLIDAYS AND LEAVE

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### F1 PUBLIC HOLIDAYS

F1.1 The following days shall be observed as public holidays:

New Year's Day  
The Day after New Year's Day  
Waitangi Day  
Anzac Day  
Good Friday  
Easter Monday  
Sovereign's Birthday  
Labour Day  
Auckland Anniversary Day  
Christmas Day  
Boxing Day

- F1.2 (i) 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 double time 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.
- (ii) Staff working on Easter Tuesday or the last working day before Christmas shall be paid double time.

### F2 ANNUAL LEAVE

F2.1 Employees will be entitled to five (5) weeks annual leave (inclusive of Easter Tuesday and the last weekday before Christmas) per year of continuous service.

F2.2 Employees will take annual leave on Easter Tuesday, the last weekday before Christmas and the working days between Christmas and New Year, unless otherwise instructed by the Employer.

F2.3 The employee's wishes concerning the timing of leave will be met as far as possible. However, where this is not convenient to the University, the employer may decline to grant leave or may direct an employee to take leave at a certain time. (Decisions regarding timing of leave will be made in discussion with the employee and have regard to the University's workload requirements and the relevant University policies and practices.)

F2.4 Wherever possible employees will have the opportunity to take all leave due to them in any one leave year. An employee may be permitted to carry forward from one leave year to the next up to half of their annual leave entitlement. With the written approval of the employer an employee may take annual leave in anticipation of entitlement. The number of days anticipated shall not exceed the amount of accrued leave.

F2.5 The University will provide at least one block of annual leave of more than two weeks in each year, in accordance with the Holidays Act. Staff and managers are encouraged to discuss annual leave plans for the forthcoming year.

F2.6 The University is introducing a pilot scheme in 2020 providing staff with the option to either buy or cash 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.

### F3 HOLIDAYS FALLING DURING LEAVE OR TIME OFF

F3.1 Leave on pay

Where a public holiday falls during a period of annual leave, sick leave on pay or special leave on pay (including special University paid parental leave under clause [F7](#)), an employee is entitled to that holiday which is not to be debited against such leave. This provision does not apply to a holiday falling during annual or retiring leave after the employee has ceased work prior to leaving the university, unless the employee has worked at any time during the fortnight prior to the day on which the holiday is observed.

- F3.2 Leave without pay  
An employee shall not be entitled to payment for a public holiday falling during a period of leave without pay, unless the employee has worked at any time during the fortnight prior to the day the holiday is observed.
- F4 SICK LEAVE**
- F4.1 Employees are entitled to either 9 days Sick Leave on pay for each 12 months of service, or Sick Leave without pay, on production of a medical certificate.
- F4.2 Sick leave can be used when the employee is sick or injured or when the employee must attend to a dependent member of the family, who becomes sick, as set out in the Holidays Act 2003 and its subsequent amendments.
- F4.3 All Sick Leave is to be computed in working days.
- F4.4 This leave is inclusive of the provisions of the Holidays Act 2003.
- F4.5 The employer may, at its discretion, decide that sick leave on pay of any special nature should not be included in the aggregate of sick leave taken.
- F4.6 If an employee is absent on sick leave for less than a whole day, such leave is to be debited as follows:  
(i) Absent for a whole morning or afternoon - half day's sick leave  
(ii) Absent for less than two hours during the day - no deduction.  
(iii) Absent for two hours and up to six hours during the day - half day's sick leave.  
(iv) Absent for over six hours during the day - one day's sick leave.
- F4.7 The employee should notify absence due to sickness to the employer whenever possible within 30 minutes of normal starting time. A medical certificate will be required for all absences in excess of five consecutive days and may be required for absences of shorter periods. If information is received which indicates that the sick leave entitlement is being misused, the employer may take such action as is necessary to clarify the matter.
- F4.8 When sickness occurs during annual or long service leave, the employer will permit the period of sickness to be debited against sick leave entitlement provided that period of sickness is more than five days and a medical certificate is produced.
- F4.9 Anticipation of Sick Leave  
In special cases, employees may be allowed to anticipate sick leave becoming due on completion of a further period of service provided that at least five days sick leave is retained for each year of service for which sick leave has been anticipated.  
All approvals are subject to the proviso that the necessary adjustments to final pay are to be made if employees resign before the next entitlement falls due in accordance with Clause [G5](#).
- F4.10 Medical Incapacity  
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.

The parties agree that the primary purpose of any medical examinations 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 (if 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 be applicable.

## **F5 RETIREMENT**

- F5.1 The Employee shall give to the University a minimum of three (3) months' notice of retirement in writing.
- F5.2 An Employee who intends to retire 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. The Employee shall provide the University with details of any planned future employment.

The University and employee agree that retirement means permanently withdrawing from the paid fulltime, part-time, fixed-term or casual workforce. The employee shall provide the University with details of any planned future employment.

## **F6 RETIREMENT LEAVE**

- F6.1 Only Employees who elect to retire on or after the date they are eligible to receive government funded superannuation will be entitled to receive the following benefit to supplement their first government superannuation payment:

- (i) after 10 years continuous service – 20 working days
- (ii) after each additional year up to 25 years - 5 working days
- (iii) after each additional year over 25 years - 2 working days

The Employer may at its discretion approve early retirement of a staff member within five (5) years of their eligibility for government superannuation without affecting their eligibility for retirement leave.

The Employer may also agree to retirement on medical grounds subject to the provisions of Section F4.10 titled Medical Incapacity. As an exception to F6.1, Employees retiring on medical grounds, before they are eligible to receive government funded superannuation may also be entitled to Retirement Leave.

- F6.2 Service for the purpose of retirement leave entitlement and calculation means unbroken employment with the University, either full-time or part-time (on a pro-rata basis) from the University together with any other service which the Employer may at its discretion recognise. However, previous service in the State Sector does not qualify for retiring leave if the employee accepted voluntary severance.
- F6.3 Retirement leave does not count as service. Service for retirement leave purposes is to be reckoned up to and including the last day of work, plus any annual or long-service leave due.
- F6.4 In determining the period of service, the employer may deduct periods of leave without pay exceeding three months in total.
- F6.5 Retirement leave commences from the working day following the last day of work. Where annual leave or long-service leave is due, the retiring leave commences from the working day following the expiry of such leave.
- F6.6 Grant in Lieu of Retiring Leave
- F6.6.1 All Employees eligible for retiring leave may accept, instead of any period of retiring leave to which they are entitled (less any retiring leave already taken in anticipation as part of the phased retirement), a lump sum gratuity equivalent in value to that leave. 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.
- F6.6.2 On the death of an Employee, the Employer may approve a cash grant in lieu of retiring leave to the Employee's estate.

## **F7 PARENTAL LEAVE**

The provisions below are inclusive of and not in addition to the Parental Leave and Employment Protection Act 1987.

- F7.1 Parental Leave including University Paid Parental Leave is administered in accordance with the Parental Leave Act. Refer to the University's [Parental Leave Policy and Procedures](#).
- F7.2 An employee who is entitled to apply for 52 weeks Government Parental Leave may apply for up to 9

(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.

F7.3 If both partners are employed in the University and are eligible for Special Paid Parental Leave, then they are entitled to a total of nine weeks Special Paid Parental Leave, between them, and they may choose who will receive it.

## **F8 LONG SERVICE LEAVE**

F8.1 In addition to holidays and annual holidays specified elsewhere in this agreement an employee shall be entitled on completion of 20 years continuous university service to a special holiday of 4 (four) weeks, which must be taken within five years of becoming due, or be forfeited. This is a once only entitlement and must be taken as four consecutive weeks leave.

F8.2 Long service leave is a leave entitlement, not a basis for a lump sum payment.

F8.3 Entitlement to long service leave shall not affect any retirement leave eligibility, or retirement grant payable under this agreement.

## **F9 CREDITING OF PREVIOUS SERVICE**

F9.1 The University may give credit for other previous relevant service for purposes of calculating leave and other entitlements (e.g. annual leave, sick leave, long service leave and retiring leave).

F9.2 Decisions shall have regard to:  
(i) the relevance of the service;  
(ii) recruitment and retention experiences.

## **F10 JURY SERVICE LEAVE**

An employee called upon for Jury Service must request to be excused where the operational needs of the employer require attendance at work. The employer will support that request in writing. If the request is refused by the Courts, then the employee called on for Jury Service will be entitled to special leave on pay. The employee is to ensure that all fees payable by the court other than for service performed on a weekend or rostered day off are paid to the employer. The employee may retain any expenses payments.

For further information on how to apply please view the [Types of Leave and How to Apply](#) page on the staff intranet.

## **F11 BEREAVEMENT/TANGIHANGA LEAVE**

F11.1 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).

F11.2 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.

F11.3 If paid bereavement leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.

F11.4 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, long service

leave (except when this is taken after relinquishing of office) 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.

## **F12 STUDY LEAVE**

- F12.1 Provision of Study Leave is at the discretion of the employer.
- F12.2 Employees may be granted study leave to enable them to complete qualifications and to attend courses and seminars which are considered by their employer to be relevant to their employment. Such study leave may entitle them to the benefits set out in F12.3 and F12.4.
- F12.3 An employee who has been granted study leave under the provisions of F12.2, may have their cost of tuition paid, either in whole or in part, by the University directly at commencement of each paper or papers (where such a course is offered by the University of Auckland). Other fees and purchase of notes, books and instruments will remain the responsibility of the employee.
- F12.4 Where the University has paid the employee's fees and/or other related expenses, and the employee fails to successfully complete the paper or papers, (in the absence exceptional circumstances) the employee agrees that they may be required to repay the fees as a debt that is owed to the University.
- F12.5 Where, as a course requirement, the employee who has been granted study leave under these provisions is required to travel to another centre, the employer may pay transport costs and expenses in accordance with University policy.
- F12.6 The granting of study leave each year shall be subject to the employee's satisfactory progress in his/her work and studies.
- F12.7 Where a full time employee is required by the employer to study towards a recognised qualification, the employee shall be granted leave on pay up to a maximum of one day in a week, or such other times as may be required by the employer, for the purpose of attending such a course or study.

## **F13 TUITION FEES**

The University may meet the costs of tuition for any employee enrolled for a course of study in the University which is relevant to the employee's work and has been approved by the employer. The University may approve attendance at courses in other cases without meeting the cost of tuition.

## **F14 OTHER LEAVE**

The employer may grant an employee Other Leave with or without pay on such terms and conditions as the employer may deem fit.

## **F15 ACCIDENT LEAVE**

Accident leave is granted in terms of Accident Compensation Act 2001.

The University is committed to paying the first week's compensation in the case of all injuries sustained in the course of employment, even if such injuries are classified otherwise according to the Act.

The University will pay compensation for up to 28 days following the start of incapacity until the claim is identified as work related or not. In the case of non-work related accidents, the employee shall immediately reimburse the full amount to the employer as soon as they receive compensation from ACC in respect of that period.

## **F16 PROFESSIONAL FEES**

Subject to the approval of the Director/Dean, the employer may pay professional fees that are relevant to the employee's work in the University, including fees for current practising certificates which are necessary to enable the employee to carry out their duties.

## SECTION G: GENERAL PROVISIONS

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### G1 HEALTH, SAFETY AND WELLBEING

- G1.1 The University believes that the health, safety and wellbeing of all members of the University community is one of its 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](#).
- G1.2 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](#).
- G1.3 Protective Clothing:
- (i) Where necessary suitable protective clothing, footwear, safety spectacles and equipment shall be provided by the employer and the employee instructed in their use.
  - (ii) Where justified prescription hardened lenses shall be provided by the employer. Should a change in prescription require a change of lenses, then the employer shall pay the difference in cost between normal and hardened lenses plus the cost of standard safety frames if required.
  - (iii) Laundering or dry cleaning of all protective clothing shall be the responsibility of the employer and shall be carried out on a regular basis.
  - (iv) An employee suffering damage to clothing while wearing protective clothing shall be financially reimbursed for the damage.
  - (v) The employer shall take all reasonably practicable steps to ensure that the employee is instructed in the use and need for safety clothing and equipment.
  - (vi) The employee shall be under an obligation to make use of safety clothing and equipment provided by the employer. Repeated failure to do so shall constitute misconduct.
- G1.4 OOS  
The employer will ensure that all employees are familiar with the risks of OOS when working in situations where any muscle group is stressed over periods of time (including through the extended use of keyboards). The Health and Safety section of HR will provide current information to employees to minimise risks of OOS.
- G1.5 New Technology  
When new technology is introduced into a workplace, it will be the responsibility of the employer to provide appropriate training to the employees directly affected. Such training will include any health and safety implications or information that will enable employees to operate the equipment without discomfort and will help maintain their general well-being.

### G2 DEVELOPMENT OF JOBS AND ROLES

- G2.1 The University is committed to a fair, collegial and consultative approach to reviews and development of jobs and roles and to the career development of staff.
- G2.2 Staff are encouraged to engage with their manager where there are actual or proposed changes in job content and responsibility.
- G2.3 Where there are significant changes in the position, the Job Description may be reviewed and may be considered under the Job Evaluation system under the terms of Clause [D2.1](#).
- G2.4 Any changes should be reasonable and take account of the need for a healthy and safe workplace. Where it becomes apparent that there is a need for redeployment into another role, the University will follow the process outlined in the [Review and Restructure Policy and Procedures](#) and [Appendix A](#).

### G3 RELEASE OF INFORMATION

Employees shall ensure that they do not comment on behalf of the University on matters outside their

particular areas of expertise or responsibility unless they have first obtained the approval of the Registrar through the appropriate Dean, Academic Head/HoS or Manager

#### **G4 PAYMENT OF SALARIES**

- G4.1 Direct Debit: Payment of all salaried employees shall be by direct credit to a bank account, fortnightly.
- G4.2 Final Pay: 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.

#### **G5 DEBT RECOVERY**

- G5.1 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 the 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 you.

The Employee will be consulted before any deductions are made from pay.

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.

#### **G6 EMPLOYMENT RELATIONSHIP PROBLEMS**

The Employment Relations Act 2000 requires that all individual agreements contain a plain-language explanation of the services and processes available to resolve any employment relationship problems.

- G6.1 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
- G6.2 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 another 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.
- G6.3 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, the Director Staff Equity.
- G6.4 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.
- G6.5 The employee has the right to seek the support and assistance of his or her representative, or information from the Ministry of Business Innovation and Employment (MBIE) Mediation Service at any time.
- G6.6 The University will try to resolve the matter through discussion with the employee and/or his or her representative.
- G6.7 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.



G6.8 If the problem is not resolved by mediation, the employee may apply to the Employment Relations Authority for investigation and determination.

G6.9 In certain circumstances the decision of the Employment Relations Authority may be appealed by the employee or the University to the Employment Court.

## **G7 DISCIPLINARY PRINCIPLES**

G7.1 Disciplinary processes shall be undertaken in accordance with the [Disciplinary Procedures for Professional Staff](#) and the principles of procedural fairness and good faith.

G7.2 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 them;
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 their 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.

G7.3 Definitions

**“Misconduct”** means

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 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 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, or behaviour which leads to significant loss of trust and confidence.

## **G8 SUSPENSION**

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. 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.

**G9 CONFIDENTIALITY**

The employee shall not disclose to any person personal information pertaining to either staff or students or other information covered by the provisions of the Privacy Act and the Official Information Act. The employee shall not comment on behalf of the University on matters of a public interest outside their particular area of expertise or responsibility unless they have first obtained the specific approval of the Director/Dean/University Librarian through the appropriate academic head or manager.

**G10 INDEMNIFICATION**

The employer shall keep the employee indemnified from and against all actions, claims, proceedings, costs and damages incurred or arising out of or any act of omission or statement of the employee in the course of his/her employment, provided that this indemnity shall not be available to an employee who wilfully causes loss or damage or fails to act in good faith.

**G11 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 shall 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.

**G12 TERMINATION OF EMPLOYMENT**

- G12.1 Written notice of termination shall be three (3) months by either party but this may be reduced by mutual agreement. This shall not prevent the employer from summarily dismissing an employee for misconduct.
- G12.2 Each employee upon termination shall on request be provided with a certificate of service within a reasonable period.
- G12.3 Where there is a potential redundancy situation, the provisions of [Appendix A](#) shall apply.

## APPENDIX A: REDUNDANCY PROVISIONS

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- (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 affected employee(s). Such consultation shall commence not less than one month prior to any final decisions being made provided that in specific instances this period may be reduced by mutual agreement with the employee(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 alternatively 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 two 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.
- (d) 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 Provisions

Note: This clause shall apply in the event of restructuring of the Employer's business.

- (e) 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. 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 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 staff member 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 Appendix A (I) in this agreement.

### Redeployment:

- (f) 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.
- (g) 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.

- (h) 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, and who decline appointment, will not be eligible for redundancy compensation.
- (i) 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 three months in the new position and after consultation with the employer to explore other options, elect to resign from it, 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.
- (j) 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 any redundancy compensation they received. In the case of a 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 (k) below.
- (k) 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:
  - (i) Where the position ceases during the first 12 months of redeployment the full severance payment will be made at the end of the fixed term;
  - (ii) 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 at the end of the fixed term;
  - (iii) Where the position ceases beyond two years of redeployment no severance payment will be made.

**Redundancy:**

- (l) 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.

The maximum severance payment under this clause shall be 40 weeks ordinary pay.

Annual leave and Long Service Leave due shall be paid in addition to the above payment.
- (m) 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.
- (n) 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 (k), 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) 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.