



**THE UNIVERSITY OF AUCKLAND
(ex. AUCKLAND COLLEGE OF EDUCATION)**

**FACULTY OF EDUCATION ACADEMIC
STAFF MEMBERS COLLECTIVE
AGREEMENT**

01 July 2009 to 31 June 2010

FACULTY OF EDUCATION ACADEMIC STAFF MEMBERS COLLECTIVE AGREEMENT

2009 - 2010

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PART 1 : COVERAGE AND APPLICATION OF AGREEMENT

1.1 Term of Agreement

This Agreement shall take effect on 1 July 2009 and shall remain in force until 30 June 2010.

1.2 Savings

Unless otherwise specified the terms and conditions of employment of persons employed as academic staff in the faculty of education covered by this Agreement will be identical with those applying at the date at which this Agreement came into force.

1.3 Letters of Understanding

Any matters inadvertently omitted from this Agreement will be the subject of further discussion among the parties. From time to time the employer and the Association will reach administrative agreements by exchange of letters.

1.4 Parties to this Agreement

This collective agreement shall be binding on and enforceable by:

1.4.1 Employer: the Vice Chancellor of the University of Auckland; and

The Tertiary Education Union Te Hautu Kahurangi O Aotearoa (TEU) hereafter referred to as the "Union" or "TEU".

1.5 Coverage

1.5.1 Introduction:

This agreement covers all named individuals listed in Schedule I, and who were under coverage of the previous University of Auckland (ex Auckland College of Education) Faculty of Education Academic Collective Agreement, dated 1 May 2006 – 30 September 2006, who elected to remain under coverage of this collective, as opposed to transferring to the coverage of the University of Auckland Academic Staff Collective Agreement. No new employees will be able to come under this coverage clause. However, any employee listed in Schedule I who subsequently wishes to move from this agreement to the University of Auckland Academic Staff Collective Agreement may apply to do so, by writing to the Dean of the Faculty. Employees will only be able to move to the University of Auckland Academic Staff Collective Agreement with the agreement of the Vice Chancellor or his delegated representative. The individual employee may consult with their union during this process.

Note: Those staff that elected, by 4 April 2007, under the settlement for this collective, to transfer coverage to The University of Auckland Academic Staff Collective Agreement 1 May 2006 - 31 May 2007 will, for the purposes of clause 4.4.4 retirement payment and Schedule 5 Research and Study Leave of that agreement, have all their service since the date of amalgamation of the Auckland College of Education with The University of Auckland recognised. Staff who subsequently transfer coverage under clause 1.5.1 will only have a maximum of two years service with the University and under the Faculty of Education Academic Staff Members' Collective Agreement recognised for research and study leave or for retirement payment.

1.5.2 This collective agreement covers those named individuals in Schedule I who are and remain members of TEU and who as of 4 April 2007 elected to remain on this collective. The coverage of this agreement, as per the introduction clause 1.5.1, includes those named individuals in Schedule I. These members are all permanent, tenured, fixed term, and part-time academic staff who are expressly employed by the University of Auckland, Faculty of Education to teach and/or administer courses and/or programmes as part of approved qualification within teaching programmes, who may also be involved in other academic activities including research, consultancies, curriculum development and teacher development. These positions will be known as academic positions with a professional practice focus.

1.5.3 The current positions titled counsellors and curriculum designers are deemed to be academic staff employed by The University of Auckland under this collective agreement, for the current positions holders, only. This applies even if they are no longer technically within the Faculty of Education.

1.5.4 This collective agreement will exclude anyone not named in Schedule I, notwithstanding that they might otherwise come under the type of work specified in this coverage clause.

1.6 Union Recognition

Subject to the Employment Relations Act the employer agrees to recognise TEU as the bargaining agent for the employees covered by this Agreement for whom TEU is their bargaining agent.

1.7 Administration of the Agreement

The employer and the TEU undertake that this Collective Agreement will be administered in accordance with the true intent of its terms and provisions and will give to each other the fullest co-operation to the end that quality education and training is maintained and enhanced; and that harmonious industrial relations be sustained.

1.8 Definitions

In this Agreement unless the context otherwise requires:

1.8.1 "TEU" or "union" means The Tertiary Education Union Te Hautu Kahurangi O Aotearoa

1.8.2 "Employer" means the Vice Chancellor of the University of Auckland.

1.8.3 "Academic Staff member" means an employee who is substantially and expressly involved in activities of scholarship, curriculum content development and delivery, and research, that informs the teaching pedagogies and content in the Faculty of Education University of Auckland academic programmes and who has a professional practice rather than research focus. For the sake of clarity, academic staff on the traditional University pathway are not included in this definition, and therefore do not come within the coverage clause of this collective agreement.

Lecturers may be employed on the following bases:

With permanent tenure: permanently

1.8.4 "University" means the University of Auckland established under the University of Auckland Act 1961.

1.8.5 "Year" means 1 January - 31 December.

1.9 Variations

This Agreement may be varied in writing during its term provided that any variation shall be negotiated with TEU and agreed between TEU and the Vice Chancellor of the University of Auckland and ratified by TEU members who are employees covered by this Agreement.

PART 2 : SALARIES

2.1 Teaching Service for Salary Purposes

Teaching service means service as a lecturer in a college and includes:

- a) Time spent in teaching including all paid annual and paid special leave;
- b) All periods of sick leave (with or without pay);
- c) Special leave without pay not exceeding three months in the aggregate in any year or any longer period approved by the employer in a particular case;
- d) Any period without pay during annual leave if the loss of salary was because of periods of sick leave without pay;
- e) Such other periods as the employer may approve or allow.

2.2 Calculation, Verification & Recording of Service

All allowable service, which must be verified from original documents or from certified transcripts, is calculated according to the following rules and recorded on the lecturers file and salary card or electronic equivalent:

- a) Calculations are made in years, months and days;
- b) A complete calendar month counts as one month;
- c) Odd days are aggregated and each 30 days of the total counts as one month.

2.3 Basis of calculation

Annual Salary

The salaries of lecturers are paid fortnightly and the gross salary for a full pay period is calculated as 14/365ths of the annual salary rate.

For broken periods the calculation is the number of days due multiplied by the annual rate and divided by 365. Gross salary comprises all salary and allowances (temporary and permanent).

2.4 Salary Scales

New steps	New Scale	Wef 1 July 2008	Wef 1 May 2009
L1		\$67,315	\$69,065
L2		\$69,498	\$71,305
L3		\$71,679	\$73,543
L4		\$73,864	\$75,784
L5		\$76,046	\$78,023
L6		\$78,228	\$80,262
L7		\$80,413	\$82,504
Lecturer/ Senior Lecturer bar			
SL1		\$85,579	\$87,804
SL2		\$88,492	\$90,793
SL3		\$91,403	\$93,779
SL4		\$94,313	\$96,765
SL5		\$98,314	\$100,870
Senior Lecturer over the bar/Principal Lecturer			
SL6		\$101,373	\$104,009
SL7		\$104,281	\$106,992
SL8		\$107,194	\$109,981

2.5 Salaries for Academic Staff

2.5.1 Lecturer (L) Grade

Lecturers shall be paid salary at the appropriate rate specified in the Lecturer Grade and will progress by annual automatic increments to the top of the Lecturer Grade (L7) except where an increment is withheld under 2.5.3 below.

Promotion to the Senior Lecturer grade is according to the standards and criteria in the – Academic Grades - Standards and Criteria HR policy. If successful, the applicant will be entitled to use the title Senior Lecturer

2.5.2 Senior Lecturer Grade (SL)

The Senior Lecturer grade will be from SL1 to SL8. There will be annual increment steps up to SL5, except where an increment is withheld under 2.5.3 below.

There will be a bar between SL5 and SL6. SL6 to SL8 will be known within the Faculty of Education as the Principal Lecturer Grade. For progress beyond SL5 staff will have annual opportunity to apply to the Faculty Staffing Committee (FSC) as per the 'Academic Promotion (Except to Associate Professor and Professor) and the 'Academic Grades – Standards and Criteria' HR policies of the University. Once promotion above the bar has been achieved, there will be annual increment steps from SL6 to SL8 except where an increment is withheld under 2.5.3 below.

2.5.3 Withholding of Increments

Where in the opinion of the employer the work of a lecturer, senior lecturer or principal lecturer for the previous year has been unsatisfactory an increment may be withheld. The lecturer concerned shall be notified of the decision and the reasons for it.

2.6 Payment of Salary

2.6.1 Salaries of Lecturers

- a) The salaries of lecturers shall be paid fortnightly.
- b) The gross salary for the pay period shall be calculated at 14/365ths of the annual salary rate for each fortnight or pro rata for tenured part-time lecturers.
- c) The salary shall be made by direct credit to a bank account nominated by the lecturer or by such other method arranged with the employer.
- d) Employees shall provide a bank account number to the employer for this purpose. Each employee, on request shall be supplied with a statement showing details of earnings and any deductions.
- e) On each occasion that an employee's earnings or payroll details change, the employee shall be supplied with a statement showing the change.
- e) Payment for holiday periods may combine more than one pay period

2.6.2 Entitlement to Payment

A lecturer is entitled to payment of salary from the day of commencing duty until the day on which duties cease subject to the following:

- a) payment includes the periods covered by statutory holidays, annual leave and other approved leave with pay;
- b) outstanding annual leave on resignation with deductions for periods of leave without pay.

2.6.3 Disbursement of Deductions

Subject to the provisions of the Wages Protection Act provision can be made for payments for tax, superannuation deductions, Public Service Investment Society, group insurance deductions, Education Benevolent Society, employee organisation subscriptions, and such other disbursement which are agreed, to be paid direct to the respective funds by the employer.

2.6.4 Permanent part-time lecturers

- a) A lecturer appointed to a permanent part-time position will be paid on a pro rata basis at the salary rate in the Lecturer or Senior Lecturer Grade which would be payable if the lecturer were employed in a full-time position.
- b) If on the Lecturer or Senior Lecturer Grade a permanent part-time lecturer on completion of each year of service shall be paid salary at the next highest step until the maximum step is reached (subject to clauses 2.5.1, 2.5.2 and 2.5.3).

2.6.5 Acting in a Higher Position

An employee who relieves in a position in a higher responsibility level shall be paid a higher duties allowance as assessed by the employer.

- a) The employee must perform the extra duties and undertake the responsibilities of the higher position for a qualifying period of 21 working days comprising:
 - i) one continuous period;
 - ii) any combination of periods of five working days or more totalling 21 working days in any period of 12 months.

- b) Although not counting as part of the qualifying period, annual leave and special leave do not interrupt the qualifying period if the lecturer goes back to the higher position immediately after annual leave or special leave.

2.6.6 Variable Supplementary Payments

- a) An academic staff member (lecturer, senior lecturer, principal lecturer) who is required by the employer to undertake special responsibilities, which are over and above those normally expected of an academic staff member (as defined by the employer), shall be paid an allowance at a level sufficient to reflect the nature of the responsibilities, being not less than at the rate of \$1,282.22 per annum.
- b) The granting of the allowance by the employer shall be communicated to the academic staff member in writing, specifying the time period for which the payment will apply, the dollar rate per annum and the nature of the responsibilities for which the allowance is to paid.

2.6.7 Overpayments/Underpayments of Salary or Allowances

- a) The lecturer is entitled to a written statement of explanation.
- b) If detected before the cheque has been cashed the lecturer is entitled to a replacement cheque for the correct amount immediately.
- c) If detected after the cheque has been cashed the lecturer must arrange with the administration of the college to refund the overpayment. The lecturer may elect to be represented by the TEU.

2.6.8 Part-time Employees

Part-time employees are entitled to the same conditions of employment as full-time employees (unless otherwise specified in this Agreement) provided that:

- a) Salaries will be paid on a pro rata basis;
- b) For paid leave such employees will be paid at the same rate that would be paid for their usual working week.

PART 3 : WORKLOAD

3.1 General

The Faculty of Education has a workload formula that establishes workload norms for academic staff. Individual workloads are established within these norms and there is provision for individual staff to raise concerns they may have in regard to the allocation of their individual workloads. Staff who consider their workload is inequitable, unreasonable or unsafe can appeal under the agreed Faculty of Education workload appeal procedures.

PART 4 : HOLIDAY PAY

4.1 General

If an employee has been granted leave without pay, other than sick leave, in excess of five University days during any University year, the total holiday pay due is reduced in proportion to the total period of leave without pay. An employee receiving special duties allowance at the time of taking annual leave shall receive holiday pay calculated on the higher salary for the period so employed or until the end of the leave period, whichever is the shorter. For holiday pay purposes, service comprises all paid service including weekends and statutory holidays, but not annual leave. Calculation of holiday pay is made to the nearest day and when a half-day is involved the calculation is made to the benefit of the employee.

4.2 Holiday pay after sick leave without pay

No deduction is to be made from the holiday pay of lecturers for the periods of sick leave without pay or accident leave without pay for periods not exceeding three months in any one University. Where the total number of days of sick/accident leave without pay is in excess of three months the deduction is based on the period subsequent to the three months. In order to receive holiday pay for periods of sick leave without pay a lecturer's current sick leave entitlement must first have been used.

PART 5 : TERMINATION

5.1 Termination/Resignation

Permanent Appointments

Employment may be terminated at any time by either party giving the other party two months notice unless a shorter period is mutually agreed.

Nothing in this clause shall remove the employer's rights and obligations to observe the principles set out in clause 5.2 prior to applying any notice to a lecturer in the event of a termination of employment resulting from disciplinary action.

Notwithstanding the above, a lecturer may be summarily dismissed for serious misconduct.

5.2 Complaints Procedure

The parties acknowledge that the employer has a responsibility and a right to address complaints in a responsible and fair manner as quickly as possible. A distinction shall be drawn between competence concerns and concerns about the conduct of the lecturer. In any action following a complaint about a lecturer the principles of natural justice shall apply including advising the lecturer in writing of the specific problem and giving the lecturer a reasonable opportunity to respond.

In disciplinary action:

- a) Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by the employer;
- b) The response of the lecturer must be considered before a decision is made.

In cases of competence:

The lecturer shall be advised of any improvement required, given reasonable time of at least three months, opportunity, advice and guidance to change, and advised of the consequences if the problem continues.

In all cases:

- a) The notification of complaint and results of any action are to be recorded in writing, and sighted and signed by the lecturer as having been seen. Where an employee refuses to sign, a witnessed note to this effect shall be recorded;
- b) The lecturer shall be advised by the employer of their right to request union assistance, and/or representation at any stage;
- c) The lecturer shall be advised of their right to pursue a grievance in terms of the personal grievance procedures set out in Part 9 of this Agreement if they feel aggrieved by action taken by the employer.

Nothing in this clause prevents the suspension with pay, temporary placement on other duties, or dismissal without notice, in the case of serious misconduct. Where a lecturer has been suspended and the allegation is subsequently found to be without substance, the lecturer shall be entitled to resume the position from which they were suspended.

PART 6 : Leave

6.1 Leave Year

The leave year shall be 1 January - 31 December.

6.2 Annual Leave

- a) An employee shall be entitled to annual leave of 5 weeks per year and unless otherwise stated in this Agreement it shall be taken in accordance with the Holidays Act 2003.
- b) An employee will be entitled to take annual leave in a minimum block of three weeks with the remainder in blocks of one week or periods of not less than one day. A different arrangement may be negotiated at the employee's discretion.
- c) The timing of annual leave shall be negotiated having regard for the operational requirements of the Faculty of Education; or, in the case of counsellors, having regard for the operational requirements of Campus Life.

6.3 Public Holidays

The following shall be the recognised paid holidays in addition to annual leave: New Year's Day and the day following, Waitangi Day, Good Friday, Easter Monday, Easter Tuesday, ANZAC Day, the Birthday of the Reigning Sovereign, Labour Day, Christmas Day, Boxing Day and Anniversary Day.

6.4 Approval

Leave with or without pay may be granted by the employer subject to the employee meeting the requirements as set out in the following leave sections. Approval will not be unreasonably withheld.

6.5 Sick Leave

6.5.1 Entitlement

Length of service	Aggregate period for which sick leave on pay may be granted during service
Up to three months	7 days
Over three months and up to six months	14 days
Over six months and up to nine months	31 Days
Over nine months and up to five years	46 days
Over five years and up to 10 years	92 days
Over 10 years and up to 20 years	154 days
Over 20 years and up to 30 years	229 days
Over 30 years	306 days

NOTE: This entitlement is inclusive of and not in addition to the sick leave entitlement provided for in the Holidays Act 2003 and its subsequent amendments.

6.5.2 Applications for Sick Leave

Applications for sick leave in excess of five days shall be supported by a medical certificate or other satisfactory evidence.

6.5.3 Extensions beyond Entitlement

- a) In special circumstances, where an employee has exhausted his/her sick leave entitlement and requires a further long period of absence, the employer may grant an extension of sick leave with pay beyond entitlement.
- b) When anticipation of the next sick leave entitlement is approved the maximum number of days to be anticipated is calculated on a proportional basis as follows:

$$\frac{(a-b) \times d}{c}$$

- a = number of days in next sick leave entitlement
 b = number of days in present sick leave entitlement
 c = number of years spanned by present service bracket
 d = number of years completed in present service bracket

- c) This provision refers only to situations where a lecturer has exhausted his/her sick leave entitlement and requires a further long period of absence because of an operation or serious illness.
- d) The total service of the lecturer and the time still to be served before a further entitlement is due is taken into account.

6.5.4 Sick Leave Service

For the purpose of establishing an employee's entitlement to sick leave, service is defined as:

full-time employment as a teacher under an education board, a secondary school board, the controlling authority of a technical institute, polytechnic or community college, a free kindergarten association, a teachers college or college of education, the Department of Education, a university, or an agricultural college, as a teacher in Fiji, the Cook Islands, Tonga, Western Samoa, or Niue; or as an officer in any branch of the government service (including the armed forces, and any hospital board constituted under the Hospitals Act 1957), and active military service. Full-time employment in any of these services means any period during which the appointment was held on a full-time basis and includes any period of absence with or without pay. When previous full-time service is credited for sick leave purposes, any sick leave with pay taken during that service must be taken into account when calculating the balance of sick leave due.

Service at the previous Auckland College of Education as a permanent part-time employee, or part-time employee on a limited tenure basis will also count for sick leave purposes on the appropriate pro rata basis.

6.5.5 Service Not Counted Toward Sick Leave

"Service" does not include study time either before entry into the education service or during a period of unemployment (although it would include study time while on leave with pay), teaching in private schools (except for teachers in integrated schools), trade service, or service with the armed forces of an allied power. Except for service in the Pacific countries mentioned above teaching overseas does not count as sick leave service including positions under UNESCO, the Colombo Plan, or Volunteer Service Abroad.

6.5.6 Disregarded Sick Leave

Total disregarded sick leave granted must not exceed an overall aggregate of two years. Sick leave may be disregarded in the following cases:

- a) The sickness is directly attributable to the conditions or circumstances under which the lecturer is working, or when a lecturer contracts an illness through contact in the classroom;
- b) The absence was due to the employee contracting a disease which in the opinion of the employer was for the time being epidemic, or by reasons of the employee being in contact with a person suffering from such a disease and being required to undergo a period of isolation;
- c) In the opinion of the employer the absence was due to war injury or war service;
- d) The injury was suffered by the lecturer during the discharge of duties through no fault of the lecturer, and in circumstances where payment has not been made by the Accident Compensation Commission;
- e) Up to six months where a lecturer has contracted tuberculosis. Leave in excess of six months is a charge on ordinary sick leave entitlement.

6.5.7 Weekends and Statutory Holidays

Public holidays do not count as leave for sickness or injury. The methods of calculating leave are as follows:

- a) When the period of absence does not exceed five consecutive school days in two weeks, the intervening Saturday and Sunday and any statutory holiday(s) do not count as leave;
- b) When the period of absence exceeds five consecutive school days, all intervening weekends and statutory holidays count as leave. For special provisions regarding sick leave see "sick leave" below.

The provisions of a) and b) apply whether the leave is with pay, without pay, a combination of both or a combination of different types of leave absence.

6.5.8 Leave

Where leave without pay in excess of five consecutive school days ends on a Friday and annual leave or leave with pay commences on the following Monday the intervening weekend counts as leave without pay.

6.5.9 Special Provisions for Sick Leave

As public holidays do not count as leave for sickness or injury the following method of calculation is used:

- a) Sick Leave with Pay

Statutory holidays occurring during sick leave with pay are ignored whether the leave exceeds five school days or not, but this exemption does not cover any intervening weekend;
- b) Sick Leave without Pay
 - i) Where sick leave without pay does not exceed five consecutive school days in two weeks the provisions of paragraph "Weekend and statutory holidays" apply;
 - ii) In all other cases of sick leave without pay the lecturer does not receive salary for isolated days that are statutory holidays;

- iii) Holiday pay. Except as in (iv) below statutory holidays are not to be included when assessing the deductions from holiday pay on account of sick leave without pay;
- iv) Where the period of absence is sufficient to cancel all holiday salary for the school year, public holidays do not establish a claim for some holiday pay.

6.5.10 Reductions in Holiday Pay For Sick Leave without Pay

Lecturers with current entitlements to sick leave are not covered by the non-reduction in holiday pay provisions if they elect to receive sick leave without pay instead.

6.5.11 Employees Temporarily Working Reduced Hours On Account Of Sickness

At the discretion of the employer an employee who has been on sick leave may return to duty on a reduced hours basis if the employee's doctor so recommends and provides a medical clearance and there would be no staffing or timetabling problems for the college.

- a) The daily hours not worked are to be aggregated and debited against sick leave on the basis of a five hour day.
- b) Whole days or half days of absence are to be debited as whole or half days.

6.5.12 Sick Leave For Family Reasons

6.5.12.1 Intent

A lecturer may be granted leave for family reasons subject to meeting the requirements of the leave. Approval will not be unreasonably withheld.

6.5.12.2 Sickness in the Home

- a) The employer may grant a lecturer leave on pay as a charge against sick leave entitlement when the lecturer must be absent from work to attend to a member of the household who through illness becomes dependent on the lecturer. Members of the household would include the lecturer's child, partner, but may be another member of the lecturer's family or household/whanau.
- b) Approval is not to be given for absences during or in connection with the birth of a lecturer's child. Such situations should be covered by leave without pay, paternity leave, annual leave or anticipated annual leave.
- c) The production of a medical certificate or other evidence of illness may be required.

6.5.12.3 Serious Illness

In the event of serious accident or of a crisis in a severe illness leave on full pay may be granted as follows:

- a) Partner, child, parent, brother or sister - two days;
- b) A near relative, near relative-in-law or a member of the lecturer's household - one day;
- c) The maximum period of leave on full pay that may be granted for this purpose, including travelling time, is seven days.

6.5.12.4 Recurring Serious Illness

When a lecturer applies for several periods of leave because of recurring illness in the family the employer may grant leave of absence with or without pay to a lecturer. Approval shall not be unreasonably withheld. In administering this clause the employer shall apply the term "family" in a culturally sensitive manner. Travelling may be allowed.

6.6 Accident Compensation

Attention is drawn to the Health and Safety in Employment Act and associated legislation. The provisions of this act shall apply.

When the absence is on account of injury by accident and earnings related compensation is payable to the employee, normal pay is to continue and the employer is to obtain reimbursement from the Accident Rehabilitation and Compensation Corporation.

If the accident was work related there is no debit against sick leave entitlement. However if the accident was non-work related, the sick leave entitlement is debited to the extent to which the salary payable for the time actually worked plus the earning related compensation is made up to give normal full salary.

6.7 Parental Leave

6.7.1 Entitlement

- a) Full time and part time tenured employees are entitled to parental leave on the following basis:
 - i) in respect of every child born to them or their partner; and
 - ii) in respect of every child up to and including five years of age, adopted by them or their partner. Adoption includes the Maori process of whāngai.
- b) Leave of up to 52 weeks must be granted to employees with at least one year of service.
- c) Employees with less than 12 months' service shall be entitled to 26 weeks' leave.
- d) The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner, either concurrently or consecutively. This applies whether or not only one or both partners are employed at The University of Auckland.
- e) Where two or more children are born or adopted at the same time, then for the purposes of these provisions the employees' entitlement shall be the same as if only one child had been born or adopted.
- f) Employees intending to take parental leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner certifying the expected date of delivery. Provided that, if it is warranted on medical or other grounds as are appropriate a shorter period of notice may be approved; and

Provided that in the case of adoption an employee may give a lesser period of notice.

6.7.2 Special Paid Parental Leave

- a) The University provides eligible staff up to nine weeks Special Paid Parental Leave at the rate of pay they received prior to taking Parental Leave. If an employee does not return to work she/he will be expected to refund the total

payment made under this provision. This leave is normally taken at the time of childbirth/adoption (including the whāngai process). Staff may discuss their needs with their manager.

- b) The following eligibility criteria apply:
 - i) Staff who have completed one year's continuous service.
 - ii) Staff who are intending to return to work after taking Parental Leave
 - iii) Either parent is eligible but only one parent can receive paid leave if both are staff at The University of Auckland

6.7.3 General Provisions

Parental leave is not to be granted as sick leave on pay or sick leave without pay. Parental leave reduces annual leave entitlement. Employees who have been absent on leave without pay for more than two weeks in any leave year shall have their annual and sick leave reduced proportionately. Annual leave due will not be required to be taken before the employee proceeds on parental leave, but may be held over and taken when the employee returns to work. An application for parental leave must be made at least one month before it is intended to commence such leave and must be supported by a certificate signed by a registered medical practitioner. In the case of adoption the requirement of one months notice does not apply.

6.7.4 Return to Work

- a) An employee returning from parental leave is entitled to resume work in the same or similar position to that occupied at the time of commencing parental leave.
- b) An employee must give the employer at least one month's notice if it is their intention to return to work before parental leave expires.
- c) When an employee suffers a miscarriage or stillbirth a request to return to work early must be granted.

6.8 Childcare Absence

6.8.1 General Provisions

- a) These provisions will apply to permanently appointed lecturers and permanent part-time lecturers:
- b) A lecturer who resigns to care for a dependent pre-school child, may apply to re-enter the Faculty of Education as outlined in paragraphs 6.9.2 and 6.9.3 provided that the absence does not exceed four years from the date of resignation - plus any maternity absence.
- c) A woman who is pregnant and resigns instead of taking maternity leave or who resigns during maternity leave may aggregate the maternity leave and childcare absence entitlements and is entitled to be absent for up to five years from the date of birth of the child plus any maternity absence taken prior to the date of birth.
- d) A woman who adopts a child is entitled to aggregate any maternity leave entitlement and childcare absence entitlement and is eligible to be absent for up to five years from the date of placement of the child.
- e) If both parents are employed in either of the categories specified in paragraph 6.9.1(a) they are jointly eligible for a total of four years' absence (plus any maternity absence). An individual or a couple may qualify for a preference to appointment for childcare reasons more than once provided that the total time

away from the service by a couple does not, in aggregate exceed four years (plus any maternity absence).

- f) The scheme applies to lecturers returning from childcare absence providing that paid employment, other than relief lecturing, has not been entered into for more than an average of .5 of a lecturer's normal load per week during the period of absence for childcare purposes.

6.8.2 Procedures when a lecturer intends to return

A lecturer may have a preference of appointment to a vacant advertised position of equivalent or lower status to that held prior to resignation for childcare purposes.

- a) If appointed and the position is of equivalent status the applicant must be placed on the same salary step they were on prior to resignation.
- b) If appointed to a position of lower status the applicant must be placed on the highest salary possible for that position. Every application for an advertised vacancy for which a lecturer may have a preference of appointment must be accompanied by a statutory declaration signed by the applicant stating that the absence has been due to the care of a dependent pre-school child and that paid employment other than relief lecturing has not been entered into for more than an average of .5 of a lecturer's normal load per week over the total period of the absence.

6.8.3 Operation of a preference of appointment

A preference of appointment will exist in respect of an application which is submitted for an advertised vacancy prior to expiry of the period in clauses 6.10.1 b) to e). The preference to appointment lapses on expiry of this period. However should a lecturer not be appointed to a position at the expiry of the specified period the preference to appointment will be extended for a further 12 months.

6.8.4 Additional Unpaid Parental Leave

6.8.4.1 A male employee may take a continuous 14 day period as leave without pay. Leave may be taken anytime during the six week span beginning 21 days before the expected date of delivery or adoption (including whāngai) and ending 21 days after the actual date of delivery or adoption.

6.8.4.2 A female employee who is pregnant is entitled, before taking parental leave, to take a total of up to 10 days special leave without pay for reasons connected with her pregnancy.

NOTE: This entitlement is inclusive of and not in addition to the special leave entitlement provided for in the Parental Leave and Employment Protection Act 1987.

6.9 Candidates at General Elections

Lecturers who offer themselves as candidates at a General Election and who are nominated for a seat in the House of Representatives shall be granted leave without pay in accordance with sections 30 and 31 of the Electoral Act 1956 and section 10 of the Electoral Amendment Act 1981.

Attention is drawn to section 30 subclause 5 of the Electoral Act which makes special provision for lecturers to teach, supervise or mark the papers of students who are preparing for an examination. The lecturers are to be re-employed and paid on a part-time basis for the classes taught or supervised, but may not teach or supervise other classes during this period. If elected a Member of Parliament a lecturer is deemed to have vacated office as lecturer in accordance with section 11 of the Electoral Amendment Act 1981. If the election of a candidate is later overturned as a result of an amended declaration or an election petition and the lecturer applies in

writing to the employer within one month of the amended result, the lecturer is deemed to be reinstated in the former position, subject to the following provisions:

- a) The lecturer is not entitled to salary in respect of the period between the vacation of office and the date of resuming;
- b) Where the lecturer's former position has been filled or no longer exists, the lecturer will be re-employed in a similar position where practicable at the discretion of the employer;
- c) Continuous service is deemed to be unbroken during the period of vacation of office.

6.10 Bereavement/Tangihanga Leave for Death in New Zealand or Overseas

The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of Tangihanga (or its equivalent), which may include the unveiling of the headstone. In granting time off and for how long, the employer must administer these provisions in a culturally sensitive manner, taking into account the following points:

- a) The closeness of the association between the employee and the deceased. (This 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;
- e) A decision must be made as quickly as possible so that the employee is given the maximum time possible to make any arrangements necessary. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary;
- f) If paid special leave is not appropriate then annual leave or leave without pay should be granted, but as a last resort; If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement granted in terms of this clause. This provision will not apply if the employee is on leave without pay.

NOTE: This entitlement is inclusive of and not in addition to the bereavement leave entitlement provided for in the Holiday's Act 2003 and its subsequent amendments.

6.11 Special Leave

Special leave of absence with or without pay may be granted to an employee on such terms and conditions as the employer may from time to time approve. Approval shall not be unreasonably withheld in the following circumstances:

- a) Educational activities pertaining to an employee's work noting that:
 - i) For travelling scholarships and fellowships leave without pay shall automatically be granted;
 - ii) Examination leave shall be on full pay;

- iii) For the Diploma in Teaching English as a Second Language leave to cover the academic session, and reasonable travelling time, shall be on full pay;
 - iv) For Maori language courses leave of up to six weeks on pay shall normally be available, for up to five lecturers annually.
- b) For employees undertaking overseas educational exchanges provided that for official exchanges leave must be on full pay.
 - c) Appointment to positions in schools in the Pacific Islands under a scheme of co-operation, up to a maximum of two years.
 - d) Involvement in recognised civil defence and search and rescue activities.
 - e) Cultural, community and sporting activities involving national or provincial representation.
 - f) Attendance at local authorities as a member without pay only.
 - g) For the marriage of the employee up to three days on full pay to attend the ceremony.
 - h) Attendance at a school jubilee where the employee was previously a teacher.
 - i) An employee may be granted special leave without pay for up to two years.
 - j) The employee agrees, on a voluntary and temporary basis, to reduce their full time salary for periods of part-time study leave. This will be recorded in writing with a specified start and finish date. The temporary reduction will not have an effect on continuity of service.

6.12 Leave for Family Reasons

An employee may be granted leave for family reasons with or without pay in the following circumstances. Approval shall not be unreasonably withheld:

- a) Marriage of a close relative;
- b) Other important family occasions.

In administering this clause the employer shall apply the term "family" in a culturally sensitive manner. Travelling may be allowed.

6.13 Leave for Meetings of Statutory Authorities

6.13.1 Local Body Meetings

Lecturers may not be granted leave with pay to attend meetings of local bodies other than those specifically provided for. Any lecturer who is a city or county councillor and takes leave to attend meetings may only be granted leave without pay.

6.13.2 Other statutory authorities and Court hearings

Applications for leave with pay for meetings of any other statutory bodies should be made to the employer. An employer shall grant leave on full pay to an employee who is required to attend as member of, or in a formal capacity at, any of the following statutory authorities with the proviso that any fees due to the lecturer from the authority shall be paid to the College: Hearings of any Court, including the mediation and adjudication hearings of the Employment Tribunal.

6.13.3 University of Auckland Council

Lecturers who are members of The University of Auckland Council or subcommittees shall be granted leave with pay when attending Council meetings at the request of the Council or as the elected representative(s) of colleagues.

6.13.4 Other Education Bodies

Lecturers may request leave with pay to attend meetings of other educational bodies.

6.13.5 Lecturer members of statutory and quasi statutory boards

Attention is drawn to the Fees and Travelling Allowances Act 1951.

The provisions of that Act shall apply.

6.13.6 Total leave per annum

Lecturer members of educational bodies other than University Council may be granted up to six days' leave with pay a year for the purpose of attending the meetings of such councils or boards. Any fee received must be refunded. If the lecturer prefers or, if leave in excess of six days is required, leave without pay may be granted, in which case the lecturer may retain any fee. Lecturers who are Justices of the Peace and are required to attend sittings of the District Court are also subject to these provisions. The period with pay is for the time necessary to travel to, to attend, and to return from the meetings.

6.14 Leave for Professional and Union Business

6.14.1 The TEU and employer agree to an exchange of letters each year to establish the quantum of leave available to TEU / University representative and members for TEU business.

6.14.2 Representation on other bodies and meeting leave

Leave on pay may be granted to any member appointed by the TEU to represent it on or at:

- a) any statutory or administrative body upon which the TEU is entitled to be represented;
- b) any meeting between the employer party and the TEU;
- c) any meeting called between a Minister of the Crown and the TEU.

6.14.3 Union Leave

Leave without pay may be granted to a TEU member to enable the person to participate in the affairs of the TEU not being business for which there is an entitlement to leave above.

6.15 Union Allocated Employment Relations Education Leave

Employment relations education leave is an entitlement assigned to TEU under Part 7 of the Employment Relations Act 2000. TEU is entitled to allocate employment relations education leave to eligible employees according to the provisions of that Act.

PART 7 : TRAVELLING ALLOWANCES AND EXPENSES

7.1 Preamble

The provisions set out in the following sections except 7.4, 7.13 and 7.14 shall apply provided that where there is agreement between the employer and lecturer concerned lesser amounts may be approved except where the employer has the power to direct a lecturer to undertake a specific task.

7.2 Travelling Allowance

- a) A lecturer required to travel within New Zealand on official business shall be paid a travelling allowance as follows:
 - i) Accommodation - reimbursement of accommodation costs on an actual reasonable basis;
 - ii) Meals - standard rate as specified in Appendix A.
- b) Travelling Allowance is not payable when the lecturer leaves and returns to the University or home on the same day. Actual and reasonable expenses are payable instead.

7.3 Meal Allowance

- a) Definition - For the purposes of this clause workplace means The University or location to which the lecturer is normally attached.
- b) A meal allowance as specified in Appendix A shall be payable according to University policy in the following circumstances:
 - i) When absence from the workplace over the lunch break is not a common occurrence, and warning was not given on the previous working day that the lecturer would be absent from the workplace over the lunch break;
 - ii) When by reason of attention to official duties a lecturer's return to the workplace at the end of the day is delayed unduly;
 - iii) Where attendance at approved meetings held outside normal University hours prevents the employee returning home for the evening meal.

7.4 Field Allowance

- a) A field allowance is payable when a lecturer is required to attend field work activities where this involves the lecturer being absent from the college for more than one complete day.
- b) Daily rates for field allowance for each day or part day spent in the field are specified in Appendix A.

7.5 Morning and Afternoon Tea Break

- a) Lecturers are entitled to a mid-morning and a mid-afternoon break.
- b) Free morning and afternoon tea shall be provided by the employer.

7.6 Expenses Incurred in the Use of Private Vehicles

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. Where an employee is also required to tow a trailer an additional allowance, as specified in Appendix A is payable.

7.7 Expenses Incurred in Attendance at Courses

Actual and reasonable travel and accommodation expenses shall be met for lecturers who attend courses directly related to their subject or special area of teaching subject to the prior approval of the employer.

7.8 Education and Sports Tours

Actual and reasonable travelling and accommodation expenses shall be paid to a lecturer required by the employer to accompany an educational or school sports tour provided the tour lasts for more than 24 hours.

7.9 Subscriptions to Professional Associations

The employer will approve full reimbursement of a subscription to a professional association other than the lecturer's service organisation if the lecturer can show that it is essential to belong to that association.

7.10 Expenses for lecturers teaching outside normal working hours

7.10.1 Normal Hours

Teaching hours are normally within 8:30am to 5:30pm Monday to Friday.

7.10.2 Transport assistance

A motor vehicle allowance may be paid to lecturers who are required to travel to and from work at times when public transport which is available during normal working hours is not available (normal working hours are Monday to Friday 8:30am to 5:30pm) under the following conditions:

- a) travel must be within the public transport boundary system and the distance is greater than two kilometres;
- b) the return journey is payable;
- c) no allowance is payable when public transport is available to enable lecturers to arrive at or leave college within 30 minutes of the commencement or finish of duty.

7.10.3 Transport assistance provided by the University

- a) The employer will reimburse the lecturer for up to 13 kilometres and may approve an extension in certain circumstances.
- b) The distance must be greater than two kilometres.

7.10.4 Meal allowance

- a) Meal hours are normally one hour in the period 12 - 2 pm and one hour in the period 5:30pm - 7:30pm.

- b) Lecturers shall be paid a meal allowance at the standard rate as specified in Appendix A under the following conditions:
 - i) The lecturer must be working directed class contact hours which span two meal breaks;
 - ii) The meal must actually be purchased;
 - iii) Two hours additional class contact are worked after an actual meal break of at least half an hour;
 - iv) Where class contact hours are worked in the weekend an allowance may be paid when contact duties continue for at least two hours after a meal break is taken and a meal is purchased.

7.11 Miscellaneous Expenses

A lecturer shall be reimbursed actual and reasonable expenses as the employer may approve in the following circumstances:

- a) period of observation in schools or colleges;
- b) attending an investiture to receive an honour and a spouse's expenses may also be paid;
- c) attending a college camp;
- d) selected as a teacher recruitment/information officer;
- e) temporary relocation from usual place of work where additional travelling costs are incurred;
- f) such other expenses as approved by the employer.

7.12 Employment related and personal professional development expenses

7.12.1 Annually money is available for the reimbursement of employment related expenses and for staff development and professional development activities:

- a) \$1,058 as at 01 August 2005 is available per capita by receipt for reimbursement of employment related expenses, e.g. conference costs, subscriptions for professional associations and journals, specialist equipment, books, clothing.
- b) Contestable funding is available through Sectors/Schools/Departments to assist in staff development and professional development activities.

7.12.2 Part-time employees are eligible for a pro rata allocation of employment related and personal professional development expenses.

7.12.3 Tuition Fees

Where the employee holds a University funded appointment as a full time permanent staff member and is enrolled for a degree or diploma course within the University of Auckland relevant to the staff member's work, he/she may claim payment for tuition fees for up to two courses per annum or the equivalent of 30 points in total in accordance with the financial provisions determined by the employer. Alternatively, for full time permanent staff enrolled in a PhD (which for the purposes of this clause, includes an Education Doctorate), the University will pay the Doctoral tuition fee for the maximum of six years.

Where the employee holds a part time appointment the employee may claim payment of the 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 fee remission.

Where an employee as above, is enrolled or intending to enrol in an area of study that The University does not have the requisite or appropriate expertise, and which the Dean believes is in the interest of the Faculty, the enrolment should be at another university, then the employee should present a case to the Dean that their tuition fees be paid as well.

7.12.4 Staff eligible for clause 7.12.3 may apply for either tuition fees under 7.12.3 or reimbursement of employment related expenses under 7.12.1 (or 7.12.2 for part time staff), but not both 7.12.3 and 7.12.1 (or 7.12.2 for part time staff).

7.13 Other Allowances and Expenses

The employer may grant expenses, refunds or allowances to meet costs incurred by lecturers or to meet special conditions attached to a lecturer's duties, in any case not specifically covered in the Agreement or not falling within the area covered by the Agreement.

7.14 Compassionate Grant

7.14.1 Grant

A compassionate grant is payable to a surviving partner, or, if there is no surviving partner, to the next of kin of a lecturer who dies while employed in the University . A compassionate grant is not payable to the spouse or next of kin of a retired lecturer who dies, whether employed in the state teaching service or not.

Length of service	Proportion of Annual Salary Rate
20 years or more	one-eighth
10 years but less than 20	one-twelfth years
Under 10 years	no grant payable

7.14.2 Conditions

The following conditions apply to the payment of grants:

- a) No grant is payable if, as a result of death, payments under the Accident Compensation Act 1972 to an equivalent or greater extent have been made.
- b) The partner qualifies for the grant only if it is established that the couple were living in a normal domestic relationship at the time of death.
- c) Service must be continuous except that intervals of up to one year may be bridged and service aggregated, but the intervals do not count as service. If an interval exceeds one year, the qualifying service commences afresh after the interval.
- d) Allowable service comprises: Service in state schools (including kindergartens) in New Zealand; New Zealand Government service; teacher training which commenced in 1980 or earlier; active military service; service on the staff of New Zealand universities and service as a teacher on an official government exchange scheme, and in any government sponsored scheme;
- e) Service not recognised includes: Private school teaching; full-time university study (unless on leave); trade or executive service; overseas teaching service

(other than service as a teacher on an official government exchange scheme and as a teacher under a government sponsored scheme) and teacher training which commenced in 1981 or later;

- f) For the purpose of calculating the grant, salary includes salary plus any other permanent salary allowances. Temporary allowances such as boarding, higher duties allowance, and remuneration for extra duties are excluded;
- g) The grant is calculated to the nearest \$1 and is payable to the partner or the person acting on behalf of the next of kin. Any salary or holiday pay is payable to the estate. The grant is not taxable.

PART 8 : TRANSFER EXPENSES

8.1 Transfers

- a) A lecturer already employed by the University who transfers to a position in a different housing district, or at the request of the employer, or transfers in the course of promotion within the faculty, shall be paid actual and reasonable costs of relocation on the basis that the lecturer should not suffer any loss in respect of expenses incurred as a result of the transfer. Payment of costs to include where relevant:
 - i) provision of temporary accommodation pending acquisition of permanent accommodation, for up to three months;
 - ii) packaging, freight and storage of furniture and personal effects;
 - iii) travel costs for the lecturer's immediate family and other dependent members of the household;
 - iv) legal fees and land agents commission in respect of both the sale of a home at the former location and the purchase of a home at the new location (home shall include land purchased for the purpose of building a house);
 - v) any penalty attached to the early repayment of the mortgage.
- b) Where transfer expenses are paid the maximum payment shall be \$25,000.00.

8.2 Long Term Courses

A lecturer who attends a long term course approved by the employer shall be reimbursed actual and reasonable removal expenses on such terms as the employer may approve:

- a) A lecturer whose family also shifts to the course centre;
- b) A lecturer whose family does not shift to the course centre;
- c) A lecturer with family who commutes daily to the course centre;
- d) A lecturer without family who shifts to the course centre.

8.3 Other

In any case other than those specified above, a payment towards relocation expenses may be made by agreement at the time of making the appointment.

PART 9 : RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

9.1 Introduction

This procedure applies to the resolution of all employment relationship problems and personal grievance matters within The University of Auckland. An employment relationship problem includes a personal grievance, a dispute, and any other problem relating to or arising out of the employment relationship, but does not include any problem with the setting of terms and conditions of employment.

If you feel that you have an employment relationship problem, please first raise the matter with us. We will do everything we can to resolve it as soon as possible after the event.

If the matter you are raising is a personal grievance you must raise it with us within 90 days of the event giving rise to it.

If you are a member of a union you are able to access those services to assist in representing your employment relationship problem with us. You have the right to TEU assistance, and/or representation at any stage of the following procedure.

9.2 Procedure

9.2.1 Step 1

You must first speak with your manager, supervisor, or Head of School. If for any reason you don't wish to raise it with your manager, you should speak to your Human Resources Manager or Adviser, or the Dean, so we can deal with your concern early and effectively.

9.2.2 Step 2

If you prefer to raise the matter with us in writing, or if any matter you have raised under Step 1 has not been resolved, you should write a letter to the person you contacted in step 1, regarding your problem or grievance, setting out;

- 1) The nature, or details of your problem or grievance,
- 2) The facts giving rise to your problem or grievance, and
- 3) What solution you seek to resolve the matter.

9.2.3 Step 3

Upon receipt of your advice in writing under Step 2 we will respond in writing setting out our version of the facts where practicable within fourteen days.

9.2.4 Step 4

We will then meet (again where practicable, within seven days of our written reply in Step 3), to discuss and attempt to resolve the matter.

9.2.5 Step 5

If the problem or grievance cannot be resolved at the Step 3 meeting, and you wish to pursue the matter further, then you may do so by seeking the services of the Mediation Service of the Department of Labour or with any alternative mediation provider as may be agreed.

9.3 Definitions

- (a) An “employment relationship problem” is defined in the Employment Relations Act 2000 and includes:
- (i) A personal grievance;
 - (ii) A dispute;
 - (iii) Any other problem related to or arising out of the employment relationship but does not include any problem with the fixing of new terms and conditions of employment.
- (b) A “personal grievance” means any grievance that an employee may have against the employee’s employer or former employer because of a claim that the employee –
- (i) has been unjustifiably dismissed; or
 - (ii) has had his/her employment, or his/her conditions of employment affected to his/her disadvantage by some unjustifiable action by the employer, or
 - (iii) has been discriminated against in his/her employment, or
 - (iv) has been sexually harassed in his/her employment; or
 - (v) has been racially harassed in his/her employment; or
 - (vi) has been subjected to duress in relation to membership or non-membership of a union or employees’ organisation.
- NOTE: The terms used in this clause have precise legal meanings, which are set out in detail in the Employment Relations Act 2000.
- (c) A “dispute” is a dispute about the interpretation or application or operation of an employee agreement.

9.4 Raising Employment Relationship Problems

An employment relationship problem is raised with the employer when the employee makes the employer or a representative of the employer aware of the problem.

9.5 Time Limit on Raising a Personal Grievance

An employee who believes that he/she has a personal grievance must raise it with the employer within 90 days of the grievance arising.

9.6 Mediation

If the problem is not resolved, a party to the problem may seek the assistance of the Mediation Service provided by the Department of Labour.

9.7 Employment Relations Authority

If the problem is not resolved by mediation, it may be referred to the Employment Relations Authority and ultimately the Employment Court.

PART 10 : SURPLUS STAFFING

10.1 Intent of Provisions

The employer recognises the serious consequences that the loss of employment can have on individual lecturers and seeks to minimise those consequences by means of these provisions. The provisions of this section relate to lecturers who are affected by a restructuring situation as defined in 10.3 below. The provisions will apply to all lecturers who for all intents and purposes have an ongoing expectation of employment.

10.2 Review and Consultation

In accordance with the principles contained within this section, the National Secretary of the TEU will be advised in writing by the employer prior to the commencement of any reviews of the whole, or part, of the Faculty of Education's organisational structure or functions or any alterations to existing national staffing policy, which may result in significant changes to either the structure, staffing or work practices affecting existing lecturers and will provide the TEU with an opportunity to be involved in the review.

When advising the National Secretary of the TEU, that advice will set out:

- ? The reason for the review
- ? The aims of the review
- ? The process for consultation, decision making
- ? The timeframe for the review.

10.3 Reduction of Positions

A surplus staffing situation exists when as a result of the review referred to in 10.2 above and at the conclusion of the consultative process the employer either requires a reduction in the number of lecturing positions, or finds that lecturers can no longer be employed in their current position at their current salary level or work location.

10.4 Reassignment

When these conditions are met lecturers may, following consultation with the Association and the agreement of the lecturer concerned, be reassigned by the employer to a position for which they are suitable. Where such reassignment takes place the redeployment provisions of this section will be applied. This may involve retraining where the lecturer, the employer and the TEU agree this is appropriate.

10.5 Selection and Notification

- a) Where in a surplus staffing situation staff cannot be placed under the provisions of 10.4 above the employer shall advise in writing the National Secretary of the TEU, and shall provide the following details:
 - i) localities of the surplus staff;
 - ii) the number of surplus staff;
 - iii) the date by which the surplus needs to be discharged.
- b) Following the advice given above, the employer shall consult with the TEU on options which should apply and the conditions on which they may be made available as a means of discharging the surplus. In addition to

redeployment and any other options which the parties may agree to, options will include:

- i) attrition;
 - ii) leave without pay;
 - iii) retraining for alternative work;
 - iv) enhanced early retirement;
 - v) permanent part time;
 - vi) supernumerary employment for up to one year (by agreement between the employer and the lecturer).
- c) The option of severance (Including voluntary severance, where staff member/s involved and TEU consider voluntary severance an appropriate option) may be considered at any stage on a case by case basis dependent on the circumstances with the agreement of the parties.
 - d) Where the surplus staffing situation cannot be satisfactorily resolved by application of the options negotiated and the employer finds it is not possible to successfully redeploy any person found to be surplus the employer may consider severance as an option.
 - e) In determining which lecturers are surplus the employer will consult with the Association.
 - f) The period of advice given to the lecturers concerned will be three months prior to the date the staff surplus is required to be discharged.
 - g) On completion of the above the employer shall:
 - i) Provide the National Secretary of the TEU with the positions, names and ages of the surplus lecturers;
 - ii) notify other employers who may offer positions to surplus lecturers when the needs of another college match the skills and experience of the surplus lecturer.

10.6 Conditions and Explanation

10.6.1 Attrition

Attrition means that as lecturers leave their jobs because they retire, resign, transfer, are promoted or die then they may not be replaced. In addition or alternatively, there may be a partial or complete freeze on recruiting new lecturers or on promotions.

10.6.2 Leave without pay

Provision for special leave without pay within an agreed defined period without automatic right of re-engagement. (This excludes parental or sick leave). Where the period of leave without pay ends and the lecturer is not re-engaged the provisions of this section will not apply.

10.6.3 Retraining

The employer will consider the skills and training of the staff who are surplus and will determine whether there are retraining opportunities for them for work in other branches of the education service, the public service or the private sector. If retraining opportunities are identified specific retraining programmes will be designed. Actual retraining programmes will be decided on the basis of suitability and

cost. The cost of retraining shall not exceed the amount payable under the severance option.

10.6.4 Enhanced early retirement

Staff may be eligible if they have 10 or more years total service. Service does not have to be continuous nor is membership of a superannuation scheme relevant to eligibility. It provides for a lecturer to be paid the money available under the severance option (see 10.9) which may, if the lecturer so desires be used to make up the actual superannuation annuity payable. The amount paid under enhanced early retirement shall not exceed the amount of salary the lecturer would have received between the date of notice and reaching retirement age.

10.7 Permanent Part-time

Where permanent part-time positions are established as a response to a surplus staffing situation the incumbents will have an automatic right of appointment to the positions. The positions must be established for a predetermined proportion between 0.5 and 0.8. The hours cannot be reduced below the predetermined proportion but may otherwise be altered by mutual agreement. To move from permanent part-time to full time positions normal appointment procedures shall apply.

Where the employer and employee are considering a permanent part-time position as an option as defined in this clause, the parties will discuss the option of severance.

10.8 Redeployment and Reassignment

- a) The conditions under which lecturers may be reassigned to alternative duties either within the college or a new location under the control of the institution or redeployed to another college will be as follows:
 - i) Lecturers may be redeployed to a new position at the same or lower salary in the same or new location;
 - ii) Where the new position is at a lower salary, an equalisation allowance will be paid to preserve the salary of the lecturer at the rate paid in the old position at the time of redeployment.
- b) The salary can be preserved in the following ways:
 - i) a lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
 - ii) an on going allowance equivalent to the difference between the present salary and the new salary. (This is abated by any subsequent salary increases); and
- c) Where the new position is at a location outside the local area, transfer expenses shall be as provided in this Agreement.

10.9 Severance

- a) For the purposes of clauses 10.9 b) to 10.9 e) ordinary pay is defined as basic taxable salary plus regular taxable allowances paid on a continuous basis, and
- b) Payment will be made on the basis of average weekly earnings of ordinary pay for the preceding 12 months.
- c) Continuous service for the purposes of 10.9.d) is defined in 10.13, but excludes any service with any of those services or with any college which has been taken into account for the purposes of calculating any entitlement to a redundancy, severance, early retirement or similar payment from any of those services or from any college.

- d) Payment will be made in accordance with the following:
- i) for up to two years continuous service six weeks; plus
 - ii) for each additional six months, or part thereof, of continuous service one week up to a maximum of 44 weeks;
 - iii) the maximum payment will be 50 weeks.

Continuous Service in years

More than years	Up to years	Core weeks	Additional weeks	Total
0.0	2.0	6	0	6
2.0	2.5	6	1	7
2.5	3.0	6	2	8
3.0	3.5	6	3	9
3.5	4.0	6	4	10
4.0	4.5	6	5	11
4.5	5.0	6	6	12
5.0	5.5	6	7	13
5.5	6.0	6	8	14
6.0	6.5	6	9	15
6.5	7.0	6	10	16
7.0	7.5	6	11	17
7.5	8.0	6	12	18
8.0	8.5	6	13	19
8.5	9.0	6	14	20
9.0	9.5	6	15	21
9.5	10.0	6	16	22
10.0	10.5	6	17	23
10.5	11.0	6	18	24
11.0	11.5	6	19	25
11.5	12.0	6	20	26
12.0	12.5	6	21	27
12.5	13.0	6	22	28
13.0	13.5	6	23	29
13.5	14.0	6	24	30
14.0	14.5	6	25	31
14.5	15.0	6	26	32
15.0	15.5	6	27	33
15.5	16.0	6	28	34
16.0	16.5	6	29	35
16.5	17.0	6	30	36
17.0	17.5	6	31	37

More than years	Up to years	Core weeks	Additional weeks	Total
17.5	18.0	6	32	38
18.0	18.5	6	33	39
18.5	19.0	6	34	40
19.0	19.5	6	35	41
19.5	20.0	6	36	42
20.0	20.5	6	37	43
20.5	21.0	6	38	44
21.0	21.5	6	39	45
21.5	22.0	6	40	46
22.0	22.5	6	41	47
22.5	23.0	6	42	48
23.0	23.5	6	43	49
23.5	24.0	6	44	50
24.0		6	44	50

10.10 Technical Redundancy

Where an employee's employment is being terminated by the University by reason only of the sale, transfer or merger of the whole or part of its operation, nothing in this Agreement or any other Agreement shall require the University to pay compensation for redundancy to the employee if:

- a) the new employer:
 - has offered the employee employment in the other organisation, and
 - has agreed to treat service with the College as if it were continuous service with that other organisation; and
- b) the conditions of employment being offered to the employee by the other organisation are the same as, or no less favourable than, the employee's conditions of employment, including:
 - all service-related and redundancy conditions, and
 - any conditions relating to superannuation under the employment being terminated; and
- c) the offer of employment by the new employer is an offer to employ the employee in that organisation either:
 - in the same capacity as that in which the employee was employed, or
 - in a capacity that the employee is willing to accept; and the employment is in the current location. Current location includes the greater metropolitan area of the current position.

10.11 Employee Protection Provision

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

This clause applies to restructuring (as defined in Section 69L 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 one or more employee's position/s 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 the staff member 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 staff member employment on terms and conditions which are no less favourable than their existing terms and conditions. The staff member may accept this offer to transfer to the Other Party or the staff member may decline the offer. If the staff member 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 staff member then they will be entitled to two months notice and severance compensation as per clause 10.9 in this agreement.

10.12 Supernumerary Employment

Supernumerary employment may be offered at the employer's discretion for up to one year on a case by case basis, or to bridge a gap in resuming a former or equivalent position. No severance compensation will be payable after supernumerary service.

10.13 Rights of lecturers declared surplus

10.13.1 Time off to attend interviews

All lecturers declared surplus shall be given reasonable time off to attend interviews for alternative employment without loss of pay, provided prior notice is given to the employer.

10.13.2 References

The employer shall supply to all lecturers declared surplus a letter of reference.

10.13.3 Counselling

In order to best ascertain and deal with the lecturer's problems associated with the loss of permanent employment the employer will arrange individual counselling sessions with each lecturer declared surplus immediately following the announcement.

10.13.4 Leave

All lecturers declared surplus shall be entitled to cash up outstanding holiday pay according to the provisions of this Agreement.

10.13.5 Special Leave

A lecturer who is declared surplus and who is on maternity leave, absence due to extended illness and/or Accident Compensation shall be entitled to the severance compensation prescribed in this award.

10.13.6 Housing

Where lecturers occupy housing provided or controlled by the University they will not be required to immediately vacate the house. The arrangements for vacating housing will be decided as they arise.

10.14 Definition of continuous service

- a) Service for the purposes of clause 10.9 and for employees last appointed by their present employer on or since 1 July 1990 means continuous service with the employer, or with one or more college of education employers.
- b) Service for the purposes of clause 10.9 and for employees appointed by their employer before 1 July 1990 means continuous service with the employer, with one or more college of education employers, and with one or more of the following services:
 - i) continuous teaching service in the Education service within a state primary, secondary, or area school;
 - ii) continuous service as a teacher employed by the Director General of Education or as a teacher employed in public service institutions;
 - iii) continuous service as a teacher under the controlling authority of a Free Kindergarten Association;
 - iv) continuous service as a teacher in the Cook Islands, Western Samoa, Niue or under any scheme of co-operation with the Government of Fiji or the Government of Tonga;
 - v) continuous service as a teacher in an integrated school provided that the teacher was employed at or after the date of integration;
 - vi) continuous service as a psychologist with the Department of Education Psychological Service;
 - vii) for staff employed in the School of Library Studies at Wellington College of Education before 1 July 1990, service includes continuous service as a librarian in the education service or the public service;
 - viii) for staff employed in the School of Social Work at Auckland College of Education before 1 July 1990, service includes continuous service as a social worker in the education service or the public service.

NOTE: The periods of service referred to [except for (iv)] must be under the control of an employing authority in New Zealand.

- c) Periods of approved leave without pay shall not be considered to break a period of continuous service but will be discounted in calculating the number of years of continuous service.
- d) Periods of absence without pay for up to five years for the purposes of childcare (which may include maternity leave) and parental leave will not be considered to break a period of continuous service but will be discounted in calculating the number of years continuous service.

For the purpose of clause 10.13 c and d and in accordance with clause 10.9 a and b the calculation of ordinary pay for the preceding 12 months, will be the 12 month period immediately preceding the period of leave without pay or the period of a temporary reduction in salary in accordance with subclause 6.13.j.

10.15 Disputes Procedure

In the event of a dispute arising regarding this section, the disputes procedure in this Agreement apply.

PART 11 : MISCELLANEOUS

11.1 Government Superannuation Fund General Scheme

Attention is drawn to the Government Superannuation Fund Act 1956. The provisions of this Act shall apply.

11.2 Inadvertent Omission

Any matters inadvertently omitted from this collective employment Agreement shall be the subject of further discussions between the parties.

11.3 Academic Freedom

Attention is drawn to the Education Act 1989 and its associated amendments. The provisions of this Act insofar as they relate to employees should apply including sections 160 and 161 on Academic Freedom.

PART 12 : INDUSTRIAL DEMOCRACY

12.1 Access to Agreement

This Agreement shall be made readily available to all employees.

12.2 Equal Employment Opportunities

The parties are committed to the principle of implementation of equality of employment opportunity. All terms and conditions of employment are to be implemented on that basis and in particular noting the requirements of Section 77A and 77D of the State Sector Act, which are Appendix B and Appendix C in this Agreement.

12.3 Equal Employment Opportunity Programmes

The parties to this Agreement have agreed that the Faculty will fully involve the local branch of the TEU in the development and implementation of Faculty programmes relating to equal employment opportunities.

12.4 Union Deductions

The employer undertakes to provide for the continued collection of union subscriptions from salaries when authorised in writing by members and remit them to the National office of the union.

12.5 Time to Consider Employment Agreement Matters

Every lecturer covered by this Agreement who is a TEU member will be allowed to attend two meetings on pay per year (each up to a maximum of two hours duration) to consider issues relating to conditions of employment. The employer will be given at least 14 days notice of the date and time of such meetings, and arrangements will be made for sufficient staff to remain at their tasks to enable the college's operation to continue. The employer will be given a list of staff who attended and of the time the meeting finished.

12.6 Right of Access of Employee's Representative

Subject to the Employment Relations Act 2000, the secretary or other authorised officer of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at all reasonable times upon the premises for the purpose of interviewing any workers represented by the union, or enforcing this Agreement, including access to wages, holiday and time records, provided this does not interfere with class programmes/session times.

12.7 Access to Personal File

Employees shall have access to their personal file in accordance with the provisions of the Official Information Act and the Privacy Act.

12.8 Branch Time

The employer will recognise the TEU Branch Chair as the union representative on site. Notice of the appointment of the Chair will be given to the employer in writing. The union and the employer agree to allocate two workload units (or their equivalent under the workload formula) for the branch to fulfil its union duties.

APPENDIX A: TRAVELLING ALLOWANCES & EXPENSES

1	TRAVELLING ALLOWANCES AND EXPENSES (effective from 4 December 2009)		
1.1	Travelling allowance meal rate (7.2 a)(ii), 7.8, 7.9)		
		Standard	Staying privately
a)	For each 24 Hour period	\$70.36	\$76.97
b)	For additional periods less than 24 hours but more than 10 hours	\$70.36	\$76.97
c)	For additional periods up to 10 hours	\$29.78	\$35.16
1.2	Meal allowance (7.3 b), 7.10.4) 04/12/2009 \$14.22		
1.3	Field allowance (7.4) 04/12/2009 \$16.18		
1.4	Trailer towing allowance (7.6) 8.94 cents per km		
1.5	Expenses for lecturers teaching outside normal hours (7.10) Shortest distance between lecturer's Allowance for home and place of work return trip		
	KM		4/12/09
	2-4		\$1.90
	4-6		\$2.76
	6-8		\$3.70
	8-10		\$4.59
	10-12		\$5.49
	12-14		\$6.44
	14-16		\$7.33
	16 and over		\$7.82

APPENDIX B: GENERAL PRINCIPLES

PERSONNEL POLICY PROVISIONS

STATE SECTOR ACT 1988

Part 7A

Personnel provisions in relation to Education service

77A General principles

- (1) Every employer in the Education service must—
 - a) operate a personnel policy that complies with the principle of being a good employer; and
 - b) make that policy (including the equal employment opportunities programme) available to its employees; and
 - c) ensure its compliance with that policy (including its equal employment opportunities programme) and report in its annual report (if any) on the extent of its compliance.

- (2) For the purposes of this section a **good employer** is an employer who operates a personnel policy containing provisions generally accepted as necessary for the fair and proper treatment of employees in all aspects of their employment, including provisions requiring--
 - (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) Recognition of
 - (i) The aims and aspirations of the Maori people; and
 - (ii) The employment requirements of the Maori people; and
 - (iii) The need for greater involvement of the Maori people in the Education Service; and
 - (e) Opportunities for the enhancement of the abilities of individual employees; and
 - (f) Recognition of the aims and aspirations and employment requirements and the cultural differences, of ethnic or minority groups; and
 - (g) Recognition of the employment requirements of women; and
 - (h) Recognition of the employment requirements of persons with disabilities.

3. In addition to the requirements specified in subsections (1) and (2) of this section, each employer shall ensure that all employees maintain proper standards of integrity, conduct and concern for;
 - (a) The public interest; and
 - (b) The well being of students attending the institution.

APPENDIX C: EQUAL EMPLOYMENT OPPORTUNITIES

STATE SECTOR ACT 1988 Section 77D

77D Equal employment opportunities

1. The chief executive of the Ministry of Education shall be responsible for promoting, developing and monitoring equal employment opportunities policies and programmes in the Education Service.
2. *Repealed*
3. *Repealed*
4. *Repealed*
5. For the purposes of this section and section 77A of this Act, an equal employment opportunities programme means a programme that is aimed at the identification and elimination of all aspects of policies, procedures and other institutional barriers that cause or perpetuate, or tend to cause or perpetuate, inequality in respect to the employment of any persons or group of persons.

APPENDIX D: CONSULTATION

For the purposes of this Collective Employment Agreement the following principles outlined in the High Court Judgement of McGechan J of 6.1.92 shall apply:

The essence of consultation is the communication of a genuine invitation to give advice and a genuine consideration of that advice. To achieve consultation sufficient information must be supplied by the consulting to the consulted party to enable it to tender helpful advice. Sufficient time must be given by the consulting party to enable it to do that, and sufficient time must be available for such advice to be considered by the consulting party. Sufficient, in that context, does not mean ample, but at least enough to enable the relevant purpose to be fulfilled. By helpful advice, in this context, I mean sufficiently informed and considered information or advice about aspects of the form or substance of the proposals, or their implications for the consulted party, being aspects material to the implementation of the proposal as to which the consulting party might not be fully informed or advised and as to which the party consulted might have relevant information or advice to offer.

Consultation must be allowed sufficient time, and genuine effort must be made. It is to be a reality, not a charade. To "consult" is not merely to tell or present. Nor, at the other extreme, is it to agree. Consultation does not necessarily involve negotiation toward an agreement, although the latter not uncommonly can follow, as the tendency in consultation is to seek at least consensus. Consultation is an intermediate situation involving meaningful discussion.

Implicit in the concept is a requirement that the party consulted will be (or will be made) adequately informed so as to be able to make intelligent and useful responses. It is also implicit that the party obliged to consult, while quite entitled to have a working plan already in mind, must keep its mind open and be ready to change and even start afresh. Any manner of oral or written interchange which allows adequate expression and consideration of views will suffice. In some situations adequate consultation could take place in one telephone call. In other contexts it might require years of formal meetings.

APPENDIX E: ADMINISTRATIVE MEMORANDUM OF UNDERSTANDING

LEAVE YEAR

The parties agree that the following principles shall administratively apply to leave arrangements for lecturing staff:

- a) Staff will not be required to work a full year before taking annual leave;
- b) Annual leave is able to be taken as it accrues in accordance with the relevant clauses of the Agreement specifying annual workplanning;
- c) Staff will not be required to return to the workplace on 3 January each year unless provided through the approved workplan.

APPENDIX F: ESTABLISHMENT & DISESTABLISHMENT OF TERTIARY INSTITUTIONS

160 Object

The object of the provisions of this Act relating to institutions is to give them as much independence and freedom to make academic, operational, and management decisions as is consistent with the nature of the services they provide, the efficient use of national resources, the national interest, and the demands of accountability.

161 Academic Freedom

1. It is declared to be the intention of Parliament in enacting the provisions of this Act relating to institutions that academic freedom and the autonomy of institutions are to be preserved and enhanced.
2. For the purposes of this section, 'academic freedom' in relation to an institution, means:
 - (a) The freedom of academic staff and students, within the law, to question and test received wisdom, to put forward new ideas and to state controversial or unpopular opinions;
 - (b) The freedom of academic staff and students to engage in research;
 - (c) The freedom of the institution and its staff to regulate the subject-matter of courses taught at the institution;
 - (d) The freedom of the institution and its staff to teach and assess students in the manner they consider best promotes learning;
 - (e) The freedom of the institution through its chief executive to appoint its own staff.
3. In exercising their academic freedom and autonomy, institutions shall act in a manner that is consistent with:
 - (a) The need for the maintenance by institutions of the highest ethical standards and the need to permit public scrutiny to ensure the maintenance of those standards; and
 - (b) The need for accountability by institutions and the proper use by institutions of resources allocated to them.
4. In the performance of their functions the Councils and chief executives of institutions, Ministers, and authorities and agencies of the Crown shall act in all respects so as to give effect to the intention of Parliament as expressed in this section.

SCHEDULE 1: NAMED PARTIES (As per clause 1.5)

Anderson, Lynn
Boocock, Christine
Brock, Terehia
Browne, Isabel
Chandler, Sandra
Chinnery, Shirley
Corby, Maureen
Davies, Maree
Dobbin, Trevor
Hoerberigs, Robert
Hughes, Dianne
Hughes, Peter
Jeurissen, Maree
Johnston, Carole
Koefoed, Blair
Lee, Shiree
Legge, Maureen
Leonard, Rhona
Mathews, Barbara
McGill, Robyn
Mclean, Margaret
Milne, Ian
Morehu, Te Rongopai
Murray, Jill
Nicholas, Peter
O'Neill, Heather
Ormond, Barbara
Pearce, Marian
Probert, Elizabeth
Pua, Vaitula
Schwarcz, Helen
Sheehan, Jeanne
Severinsen, Graeme
Sinclair, Anne
Spooner, Susan
Sullivan, Ros
Thomson, Margaret
Tickner, Sue
Trinick, Robyn
Tuafuti, Patisepa
Villers, Helen
Walton, Frank
White, Carol

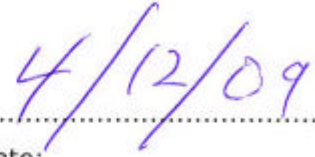
ACCEPTANCE

I accept the terms and conditions as outlined in this Agreement.

Signed for and on behalf of the Employer:



.....
Kurt Dammers
Employee Relations Manager
The University of Auckland



.....
Date:

Signed for and on behalf of the Tertiary Education Union Te Hautu Kahurangi O Aoteroa



.....
Sharn Riggs
National Secretary



.....
Date

Your site contact is:

Dr Joce Jesson

Phone: 09 623-8859 ext. 48859

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Your TEU Organiser is:

Jane Adams

Phone: 373 7599 ext. 85169

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Membership@teu.ac.nz or www.teu.ac.nz or national.office@teu.ac.nz