



**UNISAFE, GARDENERS AND
ASSOCIATED EMPLOYEES
COLLECTIVE AGREEMENT**

1 October 2009 – 30 September 2010

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UNISAFE, GARDENERS AND ASSOCIATED EMPLOYEES COLLECTIVE AGREEMENT**1 October 2009 – 30 September 2010****SECTION A: PARTIES**

BETWEEN The Vice-Chancellor, The University of Auckland ("the Employer" or "the University")**AND** The Service and Food Workers Union Inc ("SFWU") and the NZ Tertiary Education Union Inc ("TEU"), the unions authorised to act on behalf of the employees who are parties to this agreement, and employees who are covered by the coverage clause of this agreement.

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

SECTION B: COVERAGE OF THE AGREEMENT

B1 COVERAGE**B1.1** The parties to this agreement are the Vice Chancellor of the University of Auckland (the "Employer"), the Service and Food Workers Union ("SFWU") and the NZ Tertiary Education Union Inc ("TEU").**B1.2** This agreement shall apply to and bind:

- a) the parties; and
- b) those staff who are employed by the employer in the same or similar occupations as listed below and who have authorised the SFWU or TEU to negotiate on their behalf, and who are employed at any University of Auckland campus; and
- c) new and other employees who join the SFWU or TEU during the term of this collective agreement and who are employed by the employer in the same or similar occupations as listed below:
Foreperson Gardener/Groundskeeper, Gardener/Groundskeeper, Unisafe Team Leader, Control Room Operator, Unisafe Officer, Cleaner, Labourer/Assistant.
- d) The employer shall offer to current employees this agreement at its date of commencement and new employees who are appointed during the term of this collective agreement to any of the occupations listed in B.2 the opportunity to join this agreement when they join SFWU or TEU.

B1.3 This agreement shall form the minimum terms and conditions of employment for staff covered by this agreement. Nothing in this agreement shall restrict the employer from providing more favourable term(s) and condition(s) than those prescribed in this agreement.**B2 OCCUPATIONAL CLASSES****B2.1.1** Foreperson Gardener/Groundskeeper is a qualified gardener/groundskeeper who is in charge of directing, instructing and working with gardening/grounds keeping staff.**B2.1.2** Gardener/Groundskeeper is an employee who has been employed substantially as a nursery person, gardener or groundskeeper and who possesses the necessary skill, knowledge and experience to carry out the full range of duties as a gardener/groundskeeper.**B2.2** Unisafe Team Leader

A Unisafe Team Leader will motivate and lead the Unisafe Officers assigned to a Unisafe team. The Team Leader will be responsible for ensuring compliance with university policies, standards, duties and performance of their team members. Selection and training of a Team Leader will be the responsibility of the Unisafe manager. Deputy Team Leaders will be selected by the Unisafe Manager and will undertake the role of a Team Leader as and when requested.

B2.3 Unisafe Officers

Each Unisafe Officer will be appointed to a team as directed by the Unisafe manager. The team members will be required to patrol at appointed campuses and sectors, secure University buildings and assets, report on health or safety hazards, enforce car parking policy, undertake gate keeping duties, provide special assistance as directed and ensure a safe and secure environment is provided for students, employees and visitors.

B2.4 Control Room Operators

Control Room Operators will be appointed to a Unisafe team as directed by the Unisafe manager. In addition to undertaking the duties of a Unisafe Officer, Control Room Operators will be required to

undertake the operation and control of University security systems, communications and attendance to visitors at the reception, plus other duties as required.

B2.5 Cleaner is an employee who is required to carry out general cleaning duties.

B2.6 Labourer/Assistant is an employee with limited skills and training who works as directed on a range of basic duties associated with other groups covered by this collective agreement.

B3 EQUAL EMPLOYMENT OPPORTUNITIES

The provisions of section 77D of the State Sector Act 1988 shall apply. (See **Appendix A**)

B4 PERSONNEL POLICY PRINCIPLES

The provisions of section 77A of the State Section Act 1988 shall apply. (See **Appendix B**)

SECTION C: VARIATIONS OF AGREEMENT

C1 The parties to this agreement may agree to vary any or all of its provisions during the term of this agreement, subject to the SFWU and TEU ratification processes. Any agreed variation will be recorded in writing and signed by the parties.

SECTION D: TERMS OF EMPLOYMENT

D1 CATEGORIES OF EMPLOYEE

D1.1 Full-time Employee - All employees working on a continuing basis for the full hours defined in this agreement.

D1.2 Part-time Employee - All employees working on a continuing basis but for less than the full hours defined in this agreement. Part-time employees receive the entitlements of this agreement on a pro-rata basis.

D1.3 Fixed Term Employee - Shall mean those engaged for a specified limited term, or for a specified project or to replace an employee who is on Parental Leave.

The employment under a fixed term arrangement must be for genuine reasons, based on reasonable grounds and will state the reason for the employment ending and when or how it will end and the reasons for it ending that way. The purpose of a fixed term agreement does not include the engagement of employment to establish the suitability of the employee for permanent work or to exclude or limit the rights of an employee under the Holidays Act 2003.

D2 ABANDONMENT OF EMPLOYMENT

When an employee is absent from work for a continuous period of more than three working days without notification to the employer, the employee shall be deemed to have abandoned employment. Where an employee was unable through no fault of that employee to notify the employer, employment shall not be deemed to have been abandoned.

D3 TERMINATION OF EMPLOYMENT

D3.1 For employees other than fixed term employees, written notice of termination shall be two weeks by either party but this may be reduced by mutual agreement. For fixed term employees notice will be deemed to have been given at the time a finishing date is agreed. This shall not prevent the employer from summarily dismissing an employee for serious misconduct. (Refer to **Appendix D**)

D3.2 An employee may be required by the employer to relinquish employment based on the certificates of two medical practitioners, one nominated by the employer and the other by the employee. The employer will, after having investigated the options of redeployment or early retirement, normally give the employee not less than three months notice, provided that a lesser period may apply by mutual agreement.

D3.3 Each employee upon termination shall on request be provided with a certificate of service within a reasonable period.

D3.4 Employees to be declared redundant shall receive not less than two months notice of termination of their employment. Their Union will be notified at the same time that notice of termination of employment is given to the employee. A copy of the Redundancy Provisions is attached (**Appendix F**).

D4 SUPERANNUATION

D4.1 University employees may belong to the New Zealand Universities Superannuation Scheme, in accordance with the provisions of that scheme.

- D4.2 Where the employee is a contributor to the Government Superannuation Fund the University will continue to make contributions to the Fund. Members of the fund are bound by the provisions of that scheme.

D5 MEDICAL EXAMINATION

- D5.1 Subject to an appointment to a position as a Unisafe Team Leader, Unisafe Officer or Control Room Operator, an applicant may be required to undergo a full medical examination, by a qualified medical practitioner of the employer's choice and at the employer's expense, to ensure that they are suitably healthy and able to undertake the duties required of the position.
- D5.2 Annually, (or deemed as to be required), the employer may require Unisafe Team Leaders, Unisafe Officers or Control Room Operators to undergo a full medical examination, by a qualified medical practitioner of the employer's choice and at the employer's expense, to ensure they are suitably healthy and able to continue undertaking the duties required of the position.

SECTION E: HOURS OF WORK

E1 HOURS OF WORK

- E1.1 For staff covered under this agreement, hours of work shall be defined as follows:

(a) Gardeners, Groundskeepers, Cleaners and Labourers/Assistants

Forty hours shall constitute an ordinary week's work, to be worked on no more than five consecutive eight hour days of the week, nor on less than four 10-hour days, Monday to Friday inclusive and between 0630 and 1830 hours, as mutually agreed between the employer and employee.

(b) Unisafe Team Leaders, Unisafe Officers and Control Room Operators

Shall work specified shifts on a five week roster and which will average forty hours per week over the duration of each five week cycle of the roster. Each shift shall be of eight hours paid at ordinary rates, inclusive of the paid crib rest breaks.

- E1.2 Shifts shall be worked as determined by the employer to meet operational requirements. Any proposed change to the shift roster system will be advised to the union and staff affected, and consultation in good faith shall be undertaken before any changes are implemented.
- E1.3 Team Leaders, Control Room Operators and Unisafe Officers when employed on a shift roster, will be advised of the shift roster at least three months in advance. The roster will be displayed in a prominent location. The employer will have the right to amend shift rosters to accommodate unplanned staff absences and to ensure effective utilization of staff resources. Newly appointed (meaning within the first 6 months of initial appointment) Unisafe Officers will be excluded from the three month notification period, in order to ensure that adequate training on all shifts, campuses and sectors is undertaken as part of their training requirements. This is to ensure they become competent within the six month training period.
- E1.4 In the situation where a staff shortage, local incident or an unplanned event occurs, Unisafe officers may be directed to another sector or campus of the University of Auckland. Free return transport from the normal place of work to another campus will be provided by the Employer, during paid time.

E2 OVERTIME

- E2.1 Employees shall be compensated for authorised overtime the payment of all overtime hours at time and a half of the employee's hourly rate of pay.
- E2.2 Unisafe Team Leaders and Unisafe Officers who work in excess of eight ordinary paid hours in each shift (inclusive of a paid 30 minute crib break) shall be eligible for overtime at the relevant overtime rate, for each hour worked in excess of the eight ordinary hours. For all other employees overtime shall be calculated on a daily basis subject to forty hours being worked by an employee in a week. Unauthorised absences shall not be counted as actual hours worked for the purposes of calculating overtime. Any hours of unauthorised absence shall be deducted from the total hours in any one week. Following such deduction, overtime shall remain payable for hours worked in excess of 40 actual hours in the week. Authorised absences are as provided in the agreement and shall not be deemed as default for the purposes of overtime calculation.

E3 MEAL BREAKS

- E3.1 As far as possible the hours of work shall be continuous from the time of starting work save for an uninterrupted unpaid meal break, which shall be:

- (a) no more than one hour nor less than 30 minutes for Gardeners, Groundskeepers, Labourers and Cleaners
- (b) 30 minutes for Unisafe Officers, Team Leaders and Control Room Operators

E3.2 No employee shall be required to work more than 5 hours without a meal break.

E3.3 Gardeners, Groundskeepers, Labourers and Cleaners will be entitled to two 10-minute paid rest breaks which may be taken evenly through the work period, having regards to operational requirements.

E3.4 Unisafe Officers, Team Leaders and Control Room Operators will be entitled to two 15-minute paid crib rest breaks. During the paid crib rest breaks employees are required to remain on site and be contactable and available to attend to their duties as the need arises.

E3.5 The parties to the agreement expressly agree that all Unisafe Officers, Team Leaders and Control Room Operators will take both 15-minute paid rest breaks together continuously.

E3.6 Subject to clause E3.5, the Employer and each employee may agree on when the rest and meal breaks are to be taken, having regards to the operational requirements.

E3.7 Where practicable, tea, coffee, Milo or other similar beverages, sugar and milk shall be supplied at all rest and meal breaks.

E4 CALL BACK

Where an employee is required by the employer to return to work after completing the day's work and has left the place of employment, or is called back before his/her normal time of starting work and does not continue working until such normal starting time, then that employee shall have the option of being paid at relevant overtime rates or receive time off in lieu for all hours worked, with a minimum of three hours pay. Travel to and from a call back shall be paid as a Transport Allowance as specified in clause G5 of this agreement.

SECTION F: REMUNERATION

F1 RATES OF REMUNERATION

Minimum Rate	hourly rate from 1/10/08	annual salary from 1/10/08	hourly rate from 1/10/09	annual salary from 1/10/09
Foreperson Gardener / Groundskeeper	\$21.30	\$44,312	\$21.85	\$45,464
Gardener/Groundskeeper	\$14.22	\$29,566	\$14.58	\$30,335
Control Room Operator	\$22.48	\$46,750	\$23.06	\$47,966
Unisafe Officer (day work)	\$21.12	\$43,936	\$21.67	\$45,078
Unisafe Officer (24/7)	\$21.67	\$45,079	\$22.23	\$46,251
Unisafe Team Leader (including TL Allowance)	\$24.06	\$50,056	\$24.69	\$51,357
Cleaner / Labourer	\$13.22	\$27,506	\$13.56	\$28,221

F2 ANNUAL REVIEWS

All employees will complete a review of their work on an annual basis. There will be two components to this review: an Annual Salary Review and a Development Review.

The process will take the form of a confidential meeting between the employee and his/her supervisor/manager using the standard form for each of the reviews and designed to act as a guide for discussion and for recording of comments.

When the reviews are completed the supervisor/manager will provide the employee with the opportunity to add any comments to the review forms and will ensure that the employee is provided with a copy of each of the review forms.

The supervisor/manager will pass the original review forms to the manager of the section or department to action as appropriate.

The information contained in the Annual Salary Review document shall remain confidential to the parties involved being the employee and The University of Auckland as the employer.

F.2.1 Annual Salary Review

1. All salaries shall be reviewed annually in October.
2. An Annual Salary Review Committee, comprising members from Property Services management and the Human Resources Manager, shall consider the recommendations from supervisors/managers.
3. The outcome of the review will be communicated in writing to all employees no later than 30 November with any change effective as of the review date of 1 October. No employees pay may be reduced as a result of this review although, in addition to or instead of any salary increase, a one off lump sum bonus payment maybe payable.
4. There is a right of appeal against the decision on the grounds of a failure in procedure that is so substantial that it may have affected the decision. The appeal should be made to the Director of Human Resources within two weeks of the advice of the outcome of the review. The employee must indicate the grounds for the appeal in writing. In addition, the employee may request to present their case in person in support of this written application.
5. The Annual Salary Review shall use the criteria listed below which relate to new skills, knowledge and qualifications which represent additional value to the employer and are identified as being over and above those required to fulfil the daily functions of the job.
6. Salary adjustments related to on-the-job experience, such as improved job or campus knowledge, will be considered within this process as part of the assessment of internal relativities.
7. The criteria which shall be used in the Annual Salary Review are as follows:

Application of job skills and knowledge:

- has sound knowledge of the job
- applies skills and knowledge
- is able to plan and organize work effectively
- meets deadlines
- has successfully completed an approved training course
- has successfully completed additional relevant qualification*

Application of people skills:

- is an effective team member
- relates well to people at all levels
- provides quality service to customers/users

Application of personal skills:

- demonstrates initiative and takes independent action appropriate to the job
- demonstrates sound judgement of situations
- understands and follows instructions
- is able to work without constant or close supervision
- is able to work under pressure
- is of additional value to the employer

Other

- additional range of duties being undertaken on a continuous basis
- additional staff management responsibilities

* *Qualifications*

Additional qualifications which have been identified and approved as enhancing or improving job skills and knowledge and are directly related to duties currently applying to the employee's occupational class.

For the gardeners/groundskeepers these shall include:

- *National Diploma in Horticulture*
- *National Certificate in Horticulture*
- *University Diploma of Horticulture (Massey or Lincoln)*
- *New Zealand Diploma in Turf Culture*

F2.2 Annual Development Review

The Development Review process is designed to provide an opportunity for both the employee and his/her supervisor/manager to review issues relating to performance and development.

The key issues to be covered are:

- Evaluate performance achievements of each employee against their job description and University expectations
- Update the employee's job description
- Identify problems and possible strategies to resolve them
- Set, as appropriate, both long and short term objectives
- Positively assist in the professional development of the employee

SECTION G: ALLOWANCES

G1 UNISAFE TEAM LEADER ALLOWANCE

G1.1 For staff appointed by management to undertake the duties of a Unisafe Team Leader, a Unisafe Team Leader Allowance of \$18.75 per shift shall be paid in addition to all other entitlements, (excluding designated Team Leaders whose remuneration is inclusive of the Team Leader Allowance. F1 refers). The Team Leader Allowance will compensate for the delegated authority and added responsibilities with which the UniSafe Team Leader is charged, when on shift.

G1.2 The Unisafe Team Leader has the delegated authority to direct Unisafe Officers with regard to sector coverage, specific tasks and other operational requirements and to ensure that Unisafe Officers display the correct uniform and conduct when on duty and to authorise overtime in accordance with University policies and procedures.

G1.3 The Unisafe Team Leader is responsible for ensuring the correct reporting and recording of events, the completion of administrative tasks and the reporting of matters relating to staff performance, including time keeping or other issues relating to staffing.

G2 SPECIAL DUTIES ALLOWANCE

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

G3 MEAL ALLOWANCE

An employee who has been directed to work not less than two hours' overtime after a break of at least half an hour shall be paid a meal allowance of \$15.04. The meal allowance is paid to all staff when a meal is missed because of a requirement to work additional hours/shifts.

G4 TRAVEL EXPENSES

Employees who are required to work at a place other than their usual place of employment shall travel in the employer's time, or shall be paid for time occupied on travelling where such is done in their own time. Such employees shall also be reimbursed all monies actually expended in fares travelling to and from such place of work where transport is not provided by the employer.

G5 MOTOR VEHICLE EXPENSES

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.

Note: Changes to the IRD rates will be notified to the employees.

G6 CONTROL ROOM TRAINING

The employer may request an employee to train in control room duties. Mutual agreement will be required. The employee will be up skilled in control room procedures and practices and when fully trained and competent be reclassified as a control room operator and paid at the applicable rate.

G7 UNIFORMS AND FOOTWEAR

G7.1 The employer will provide uniforms and appropriate footwear to all staff.

Where uniforms are provided they shall be worn during all work hours, and only at those times unless by prior specific agreement between the employer and employee.

- G7.2 Re-issue shall be on production of worn out uniform and footwear. Suitable wet weather clothing, beanie and gloves shall be provided by the employer and it will be the responsibility of the employee to care for protective clothing. The employer will pay for the purchase of suitable black footwear for all Unisafe Team Leaders and Unisafe officers up to a maximum value of \$180 annually.
- G7.3 In the event of an employee terminating their employment, then all uniform and wet weather clothing issued shall, subject to fair wear and tear, be returned to the employer. Any issued clothing not returned on termination shall, subject to fair wear and tear, be reimbursed by the employee by way of deduction from their final pay.

SECTION H: HOLIDAYS AND LEAVE

H1 PUBLIC HOLIDAYS

H1.1 The following days shall be observed as public holidays:

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

- H1.1.1 With the exception of Control Room Operators, Unisafe Team Leaders and Unisafe Officers working on a shift roster, work on the holidays listed in H1.1 above shall be optional.
- H1.2 In the event of a public holiday, other than Waitangi Day or Anzac Day, falling on a Saturday or a Sunday, such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.
- H1.3 Work on any holiday listed in H1.1 above, shall be paid for at double time rates for all hours worked or the relevant daily pay, whichever is the greater amount. The employee will also be entitled to a paid alternative day to be taken at a mutually agreed time.
- H1.4 Any overtime worked on one of the holidays specified in clause H1.1 shall be paid at the overtime rate, in addition to their entitlements under clause H1.3.
- H1.5 An employee whose rostered day off falls on one of the holidays specified in clause H1.1 shall be entitled to an alternative paid day off.
- H1.6 For the purposes of Public Holidays (H1) Sick leave (H5) and Bereavement leave (H13), the term "relevant daily pay" is defined as follows:
 "Relevant daily pay" means what an employee would have been paid if they had worked on the day concerned. Any such calculation shall include the appropriate rate for the time, any regular overtime payments, productivity or incentive payments, any allowances applicable or other payments if those payments would have been received had the employee worked that day.
- H1.7 In accordance with Section 45 of the Holidays Act 2003, the four Public Holidays at Christmas and New Year may be transferred if they fall on a Saturday or Sunday.

H2 ANNUAL LEAVE ENTITLEMENT

H2.1.1 During the first five years of service with the University:

- (a) Annual leave of four weeks per annum shall be allowed under the terms of the Holidays Act 2003; and
- (b) In addition to the annual leave in H2.1.1(a), if Easter Tuesday and the last weekday before Christmas would otherwise be a working day for the employee and he/she is:
 - (i) not instructed by the Employer to work on that day, the employee will continue to receive his/her salary for the day;
 - (ii) instructed by the Employer to work on that day, the Employer will provide paid time off in lieu of one hour off for each hour worked on that day (to be taken in accordance with H2.2).

To avoid doubt, apart from H2.1.1 (b)(ii) above, the leave in H2.1.1(b) will not be accrued or carried forward.

- H2.1.2 Annual leave of five weeks per annum shall be allowed after the first five years of service with the University, under the terms of the Holidays Act 2003. This entitlement includes the following days that may be defined as being annual leave days: Easter Tuesday and the last weekday before Christmas.
- H2.1.3 In each fortnightly pay to casual employees, the University shall pay an additional 8% of the employee's gross earnings as holiday pay (in lieu of annual leave).
- H2.2 The employee's wishes concerning the timing of annual leave will be met as far as possible. However, where this is not convenient to the University, as during semester, the employer may decline to grant leave or may direct an employee to take leave at a certain time. The employer shall not unreasonably withhold approval to individual requests for annual leave.
- H2.3 Wherever possible employees will have the opportunity to take all annual leave due to them in any one leave year. An employee may be permitted to carry forward from one leave year to the next up to half of his/her annual leave entitlement. With the written approval of the employer an employee may take annual leave in anticipation of entitlement. The number of days anticipated shall not exceed the amount of accrued annual leave.

H3 SHIFT LEAVE

In addition to the annual leave provided in clause H2 of this agreement, Control Room Operators, Unisafe Team Leaders and Unisafe Officers regularly and continuously employed on rotating or alternating shifts, shall be allowed one extra week's holiday upon completion of the year's service as a shift employee. Any employee who is regularly and continuously employed for over three months, but less than twelve months, on rotating shifts, shall be allowed a corresponding proportion of the extra week's holiday.

H4 HOLIDAYS FALLING DURING LEAVE OR TIME OFF

- H4.1 Leave on pay - Where a public holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an employee is entitled to that holiday which is not to be debited against such leave. This provision does not apply to a holiday falling during annual or retiring leave after the employee has ceased work prior to leaving the university, unless the employee has worked at any time during the fortnight prior to the day on which the holiday is observed.
- H4.2 Leave without pay - An employee shall not be entitled to payment for a public holiday falling during a period of leave without pay unless the employee has worked at any time during the fortnight prior to the day the holiday is observed.

H5 SICK LEAVE

- H5.1 Employees are entitled to either Sick Leave on pay as set out in the schedule below, or Sick Leave without pay. The employee shall notify absence due to sickness to the employer whenever possible within 30 minutes of normal starting time. A medical certificate will be required for all absences in excess of five consecutive days and may be required for absences of shorter periods.

Part-time employees working less than five days a week or reduced hours shall be granted sick leave on a pro-rata basis.

- H5.2 All Sick Leave is to be computed in working days.

- H5.3 Schedule of Entitlement:

Length of Service	Aggregate period for which sick leave on pay may be granted during service (working days)
Up to six months service	Five days
After six months service and up to 12 months service	Nine days inclusive of days previously allowed.
Over 12 months service	Nine days for each 12 months of service with a maximum accumulation of 260 days.

- H5.4 This leave is inclusive of the provisions of the Holidays Act 2003.

- H5.5 The employer may, at its discretion, decide that sick leave on pay of any special nature should not be included in the aggregate of sick leave taken.
- H5.6 The employer may require an employee to undergo an examination by a registered medical practitioner of the employer's choice where it is considered that the employee's performance may be impaired by a possible medical condition. Should the employee be found to be unfit to perform full duties he/she may be placed on sick leave (with or without pay) until cleared to return to full duties. The cost of the medical examinations will be met by the employer.
- H5.7 If an employee is absent on sick leave for less than a whole day, such leave is to be debited as follows:
- (i) Absent for a whole morning or afternoon - half day's sick leave.
 - (ii) Absent for less than two hours during the day - no deduction.
 - (iii) Absent for two hours and up to six hours during the day - half day's sick leave.
 - (iv) Absent for over six hours during the day - one day's sick leave.
- H5.8 Where requested, the employer shall approve a reasonable amount of time off on ordinary pay for dental/medical appointments, provided that the appointment is made on a day and at a time which does not unduly interfere with the business of the employer and has the prior consent of the employer. Such approval will not be unreasonably withheld. Time off granted under this sub clause will not be debited against the employee's sick leave entitlement.
- H5.9 The employee should notify absence, due to sickness, to the employer as soon as possible prior to normal starting time. If information is received which indicates that the sick leave entitlement is being misused, the employer may take such action as is necessary to clarify the matter, including a request for a medical certificate for all future sick leave claims, at the employee's expense.

Should the employer require an employee to verify a sick leave claim the employee will be examined by a medical practitioner of the employer's choice and the employer will meet the cost of the medical examination.

- H5.10 When sickness occurs during annual or long service leave, the employer will permit the period of sickness to be debited against sick leave entitlement provided that period of sickness is more than five days and a medical certificate is produced.
- H5.11 Anticipation of Sick Leave:
In special cases, employees may be allowed to anticipate sick leave becoming due on completion of a further period of service provided that at least five days sick leave is retained for each year of service for which sick leave has been anticipated.
- All approvals are subject to the proviso that the necessary adjustments to final pay are to be made if employees resign before the next entitlement falls due.
- H5.12 The employee may take the sick leave in clause H5.3 if the employee, the employee's spouse/partner, or a person who depends on the employee for care, is sick or injured.

H6 RETIREMENT

The employee shall give to the University not less than 3 months notice of retirement in writing. The University and employee agree that retirement means permanently withdrawing from the paid regular workforce. The employee shall provide the University with details of any planned future retirement.

H7 RETIREMENT LEAVE

- H7.1.1 An employee who is listed on Schedule A and who was employed under this Agreement prior to 28.2.94 and for whom retirement is approved under clause H6 and who has completed ten or more years continuous service in the University and who has given three months' notice, may be granted retiring leave on the following basis:

Amount of Retiring Leave	Qualification Required
26 weeks	Completion of 40 years' or more service
91 days plus one day for every two months service in excess of 25 years	Completion of 20 years' service and age 60 or more years
31 days plus one day for every two months' service in excess of 10 years or more	Completion of 10 or more years' service (but less than 20 years) and age 60 years

H7.1.2 For other employees for whom retirement is approved they shall be entitled to the following leave:

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

H7.2 Service for the purpose of retirement leave entitlement and calculation means unbroken employment, full-time or part-time (on a pro-rata basis), in the University together with any other service which the employer may at its discretion recognise. However, previous service in the State Sector does not qualify for retiring leave if the employee accepted voluntary severance.

H7.3 Retirement leave does not count as service; service for retirement leave purposes is to be reckoned up to and including the last day of work plus any annual or long-service leave due.

H7.4 In determining the period of service, the employer may deduct periods of leave without pay exceeding three months in total.

H7.5 Retiring Leave commences from the working day following the last day of duty. Where annual leave or long service leave is due the retiring leave commences from the working day following expiry of such leave.

H7.6 Grant in Lieu of Retiring Leave

H7.6.1 All employees eligible for retiring leave may accept, instead of any period of retiring leave to which they are entitled (less any retiring leave already taken in anticipation), a lump sum gratuity equivalent in value to that leave.

H7.6.2 On the death of an employee the employer may approve a cash grant in lieu of retiring leave to the surviving partner or if there is no surviving partner to any dependant.

H8 PARENTAL LEAVE

H8.1 Parental leave is leave without pay.

Note: Employees are referred to clause H8.5 regarding Special Paid Parental Leave.

H8.2 Entitlement and Eligibility:

H8.2.1 An employee while they are employed in the University is entitled to parental leave in the following circumstances:

- (i) In respect of every child born to them or their partner.
- (ii) In respect of every child up to and including five years of age, adopted by them or their partner.

H8.2.2 Leave of up to 52 weeks may be granted to employees with at least one year's service. For those with less than one year's service parental leave up to 26 weeks may be granted. 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 in the University.

H8.2.3 Where two or more children are born or adopted at the same time, then for the purposes of these provisions the employee's entitlement shall be the same as if only one child had been born or adopted.

H8.2.4 Employees intending to take parental leave are required to give at least three months' 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. Special and medical circumstances will be taken into account.

- H8.2.5 An employee absent on parental leave is required to give at least one month's notice of their intention to return to duty.
- H8.2.6 In addition to parental leave:
- (i) 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.
 - (ii) A male employee may take a continuous 14 day period as leave without pay. Leave may be taken any time during the six week span beginning 21 days before the expected date of delivery or adoption and ending 21 days after the actual date of delivery or adoption.
- H8.3 Job Protection:
- H8.3.1 An employee returning from parental leave is entitled to resume work in the same position or in a similar position to the one she/he occupied at the time of commencing parental leave.
- H8.3.2 A similar position means a position:
- at the equivalent salary and grading; and
 - on the same campus; and
 - involving responsibilities broadly comparable to those exercised in their previous position.
- H8.3.3 Except in cases where the position needs to be filled permanently, when an employee goes on parental leave an employer must as first preference hold the employee's position open (This includes filling it temporarily).
- H8.3.4 If the employer needs to fill the position permanently, at the time the employee indicates their intention to return to duty, the employer shall provide a written offer of one of the following (in order of priority):
- (i) the same position if it is vacant at that time or a similar position to the one they occupied before commencing parental leave; or
 - (ii) If this is not possible the employer may approve one of the following options:
 - (a) an extension of parental leave up to 12 months until the employee's previous position or a similar position becomes available or
 - (b) where extended parental leave as provided in (a) expires and no position is available for the employee, the employee continues on leave without pay and the employer may terminate employment with three months' notice providing that an employee whose services are terminated under this provision shall be entitled to be paid the ex gratia payment equivalent to 9 weeks leave that she/he could have earned if she/he had had the opportunity to return to work after parental leave.
- H8.4 Deployment
- H8.4.1 When a staffing surplus is declared involving a position that is usually occupied by an employee who is on parental leave, then the same university deployment provisions that would apply to other staff members who are part of the same surplus will apply.
- H8.4.2 Any employee on parental leave must be notified if their position is to be disestablished as a result of a staffing surplus.
- H8.5 Special Paid Parental Leave
- H8.5.1 An employee who is entitled to apply for 52 weeks Parental Leave may apply for up to nine weeks of such Parental leave as Special Paid Parental Leave, providing that the employee genuinely intends to return to duty after such parental leave and providing further that if the employee subsequently does not return to duties, the employee agrees to refund salary and other remuneration paid during Special Paid Parental Leave or agrees to alternative arrangements with the University.
- This leave can be taken in blocks of one week or more to allow more flexibility for eligible parents.
- If both partners are employed in the University and are eligible for Special Paid Parental Leave, then they are entitled to a total of nine weeks Special Paid Parental Leave, between them and they may choose who will receive it.
- H8.5.2 Any adjustments to the salary scale that are backdated into the period covered will apply.
- H8.5.3 An employee who is absent on parental leave for less than nine weeks (45 working days) will receive that proportion of the payment that their absence represents in working days.

- H8.5.4 Any payment is to be based on the percentage rate of employment prior to absence on parental leave. However, a woman who works less than full normal hours for a short period only, prior to her confinement, may have her case for full payment considered by the employer.
- H8.6 Employees returning from a period of parental leave may wish to work reduced hours for a period or take up a part-time position within the University. The University is encouraged to take a sympathetic view of employees' circumstances and have regard to the University's equal employment opportunities policy when exercising decision making powers in relation to such applications.
- H8.7 The practice of awarding increments when the employee's incremental date falls during absence on parental leave will be maintained.

H9 RE-ENTRY AFTER ABSENCE DUE TO CHILDCARE

- H9.1 An employee who resigned from the University to care for an under school age child or children may apply to re-enter the University under preferential conditions provided that:
- H9.1.1 The absence does not exceed four years from the date of resignation or five years from the date of cessation of duties to take up parental leave.
- H9.1.2 The applicant must:
- (i) produce a birth certificate for the under school age child;
 - (ii) sign a statutory declaration to the effect that absence has been due to the care of an under school age child and paid employment has not been entered into for more than 15 hours per week or other income received during that absence.
- H9.2 Where paid employment has been entered into for substantially more than 15 hours per week or other income earned in excess of \$23,000 per annum eligibility will be at the employer's discretion.
- H9.3 An applicant seeking to return to the University should give at least three month's notice and renew that notice at least one month before the date s/he wishes to return to work or one month before the expiry of the period in H9.1.1, whichever is the earlier. This notice shall be forwarded to the employer who shall acknowledge receipt of it.
- H9.4 Where an applicant meets the conditions in H9.1.1 to H9.3 and at the time of the application:
- H9.4.1 Has the necessary skills to fill competently a vacancy which is available in the University; and
- H9.4.2 The position is substantially the same in character and at the same or lower salary as the position previously held, then the applicant under these provisions is to be appointed in preference to any other applicant for the position.
- H9.5 Absence will interrupt service but not break it, however, the period of absence will not count as service for the purposes of leave entitlements.
- H9.6 If an applicant is not appointed to any position within three months after the expiry of the period in H9.1.1 above, the benefits of these provisions will lapse.

H10 LONG SERVICE LEAVE

- H10.1 In addition to holidays and annual holidays specified elsewhere in this agreement an employee shall be entitled on completion of 20 years continuous university service to a special holiday of four weeks, which must be taken within five years of becoming due, or be forfeited. This is a once only entitlement and must be taken as four consecutive weeks leave.

Note: Employees employed with the University of Auckland prior to 1st day of January 1992 and who at that date had not yet reached 15 years service at the University shall be entitled to a "one off" special holiday of two weeks after the completion of 15 years service and before the completion of 20 years continuous service with the University.

- H10.2 This leave shall be taken under such terms and conditions as the University may from time to time determine but in any event it must be taken within five years of qualification and before relinquishment of office or it will be forfeited. The University undertakes to notify employees when their entitlement becomes due.
- H10.3 Long service leave is a leave entitlement, not a basis for a lump sum payment.

H10.4 Entitlement to long service leave shall not affect any retirement leave eligibility or retirement grant payable under this agreement.

H11 CREDITING OF PREVIOUS SERVICE

H11.1 The University may give credit for other previous relevant service for purposes of calculating leave and other entitlements (e.g. annual leave, sick leave, long service leave and retiring leave).

H11.2 Decisions shall have regard to:

- (i) the relevance of the service;
- (ii) recruitment and retention experiences.

H12 JURY SERVICE LEAVE

An employee called upon for Jury Service will be entitled to special leave with pay for up to three weeks. Special leave without pay will be granted to employees required to be on jury service for periods in excess of three weeks. The employee is to ensure that all fees payable by the court other than for service performed on a weekend or rostered day off are paid to the employer. The employee may retain any expenses payments.

H13 BEREAVEMENT/TANGIHANGA LEAVE

H13.1 An employee shall be granted a minimum of three days bereavement leave on their relevant daily pay on the death of that employee's immediate family member, (which includes spouse, parent, child, brother, sister, parents in law, grand child or grand parent). This leave can be taken at any time and for any purpose genuinely relating to the death.

H13.2 In addition an employee may be granted a minimum of one days paid bereavement leave on relevant daily pay if the employer accepts that the employee has suffered a bereavement outside of their immediate family.

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

- (i) The closeness of the association between the employee and the deceased, which association need not be a blood relationship;
- (ii) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
- (iii) The amount of time needed to discharge properly any responsibilities or obligations;
- (iv) Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
- (v) A decision must be made as quickly as possible so that the employee is given the maximum time possible to make any necessary arrangements. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary.

H13.3 If paid bereavement leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.

H13.4 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, long service leave (except when this is taken after relinquishing of office) or other discretionary leave on pay, such leave may be interrupted and bereavement leave granted in terms of the preceding clauses. This provision will not apply if the employee is on leave without pay.

H13.5 The provisions relating to this clause H13 are inclusive of and not in addition to the bereavement leave provisions of the Holidays Act 2003.

H13.6 Attention is drawn to provision H7.6.2, which states "On the death of an employee the employer may approve a cash grant in lieu of retiring leave to the surviving partner or if there is no surviving partner to any dependant."

H14 STUDY LEAVE

H14.1 Provision of Study Leave is at the discretion of the employer.

H14.2 Employees may be granted study leave to enable them to complete qualifications and to attend courses and seminars which are considered by their employer to be relevant to their employment. Such study leave may entitle them to the benefits set out in H14.3 and H14.4.

H14.3 An employee who has been granted study leave under H14.2, and who has successfully completed a

section of the course for which he/she has enrolled, may be reimbursed either wholly or in part towards the cost of course or tuition and examination fees on the production of the results sheets and receipts. Other fees and purchase of notes, books and instruments shall be the responsibility of the employee.

H14.4 Where, as a course requirement, the employee who has been granted study leave under H14.2 is required to travel to another centre, the employer may pay transport costs and expenses set out in G4.

H14.5 The granting of study leave each year shall be subject to the employee's satisfactory progress in his/her work and studies.

H14.6 Where a full time employee is required by the employer to study towards a recognised qualification, the employee shall be granted leave on pay up to a maximum of one day in a week, or such other times as may be required by the employer, for the purpose of attending such a course or study.

H15 TUITION FEES

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

H16 OTHER LEAVE

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

H17 ACCIDENT LEAVE

Accident leave is granted in terms of the Accident Rehabilitation and Compensation Insurance Act 1992.

H18 UNION REPRESENTATIVES EDUCATION LEAVE

Elected delegates will each be entitled to up to three days paid leave per annum to attend courses held by, or sanctioned by, the employee organisation. Where such courses are held away from the work site, the employee organisation will give the employer a minimum of 14 days' notice. This is part of and not additional to the provisions of the Employment Relations Act.

SECTION I: GENERAL PROVISIONS

1 WAGES AND TIME RECORD

These shall be kept in accordance with the provisions of Section 130 of the Employment Relations Act 2000.

2 PAYMENT OF WAGES

- 2.1 Payment of all employees shall be by way of direct credit to a bank account, fortnightly. Overtime payments earned in one period shall be paid in the subsequent fortnightly pay period.
- 2.2 All employees will have access to information on wages and allowances paid on each pay-day and any deductions.
- 2.3 Final Pay – Regardless of whether the termination is on notice or without notice, the employee's final pay is payable in the next available pay cycle, unless the employee requests of the employer in writing to receive the final pay on the last day of the employee's work.

3 DEDUCTIONS

- 3.1 Notwithstanding anything contained elsewhere in this agreement the employer shall be entitled to make a rateable deduction from the fortnightly pay of an employee for time lost through sickness (other than as provided in this contract) or default provided that such deduction shall be made not later than the pay period following that in which the absence occurred.
- 3.2 At the written request of any employee, the employer shall deduct union fees from the employee's pay at a rate advised from time to time by SFWU or TEU to which the employee is a member and shall remit such deductions to SFWU or TEU in a manner agreed upon between the parties.
- 3.3 (i) The employer, when requested in writing by SFWU or TEU, shall within one month of receipt of such request, supply to SFWU or TEU a list of all employees from whom deductions have been made.
(ii) Such requests shall not be made to the employer at intervals of less than three months.

4 DISCIPLINARY PROCEDURES

- 4.1 The provisions of the University of Auckland Discipline Procedures shall apply (see **Appendix D**).

- 4.2 The Employer may suspend the employee where the Employer considers it is reasonably necessary to do so. The reasons for suspension may include but are not limited to:
- (a) minimising the possibility of an investigation being hindered; or
 - (b) protecting the Employer's interest and reputation, or the welfare of other student(s) or staff; or
 - (c) managing or diffusing a potentially emotional, dysfunctional, unsafe or acrimonious situation.

- 4.3 Unless exceptional circumstances exist, the employee will be informed of the proposal to suspend and be given an opportunity to comment.

5 PERSONAL GRIEVANCES AND DISPUTES

The provisions of **Appendix C** will be followed in the case of Employment Relationship Problems.

6 NOTIFICATION

- 6.1 New employees shall be given contact details of the union and shall be supplied with a union membership pack as part of the employer's induction process.
- 6.2 Where an employee covered by this agreement advises the employer in writing that he/she wishes to be a member of the union then that employees address shall be included on a list provided to the union on written request, at intervals of not more frequently than three monthly.

7 PAID UNION MEETINGS

Employees during the term of this agreement shall be entitled to a total of four hours leave without loss of ordinary pay to attend paid union meetings, provided that at least two weeks prior notice is given and further that such meetings shall be arranged at a place, on a day and at a time as agreed between the union and the employer.

8 DELEGATES

- 8.1 The University shall give recognition to not more than five employees who are elected by the employees as job delegates. The names of the delegates shall be notified to the University by the union.
- 8.2 Subject to prior notification delegates shall be allowed reasonable paid time to conduct on-site business relevant to the University.

9 DISPUTE RESOLUTION

- 9.1 The parties to this agreement recognise that it is desirable that disputes between the parties be resolved through discussion and negotiation.

10 RIGHT OF ACCESS

- 10.1 The provisions of Section 19,20,21,22,23,24,24 of the Employment Relations Act 2000 shall apply.
- 10.2 Subject to the above mentioned provisions of the Employment Relations Act 2000 and its subsequent amendments, an officer or paid official of the union shall be entitled to enter at all reasonable times upon the premises to interview employees covered by this collective agreement, but not so as to interfere with the employer's business.

11 COPY OF AGREEMENT

A copy of this agreement shall be made available on request to any employee bound by it.

12 TERM OF COLLECTIVE AGREEMENT

This collective agreement comes into force on 1 October 2009 and expires on 30 September 2010.

SCHEDULE 1: SIGNATORIES

The following are the parties to The University of Auckland Unisafe, Gardeners and Associated Employees Collective Agreement.

SIGNED on behalf of the **Vice Chancellor of The University of Auckland**

Date _____

SIGNED on behalf of the **Service and Food Workers Union Inc**

Date _____

SIGNED on behalf of the **NZ Tertiary Education Union Inc**

Date _____

APPENDIX A: 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 B: PERSONNEL POLICY PRINCIPLES

STATE SECTOR ACT 1988

Section 77A

77A PERSONNEL PROVISIONS IN RELATION TO EDUCATION SERVICE

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 wellbeing of students attending the institution.

APPENDIX C: PROCEDURE FOR RESOLVING EMPLOYMENT RELATIONS PROBLEMS

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

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

APPENDIX D: DISCIPLINARY PROCEDURES



DISCIPLINE PROCEDURES

HUMAN RESOURCES MUST BE CONTACTED IN THE FIRST INSTANCE

Before proceeding with any meeting or correspondence in relation to disciplinary action, the law requires that there be **good grounds** to discipline and/or dismiss and that it is carried out in a **procedurally fair** manner.

The principles of natural justice require the following:

1. Identification of unacceptable conduct/performance and advice of such to the staff member.
2. An opportunity for the staff member to explain the alleged conduct/performance.
3. An opportunity within a specified time frame for the staff member to correct the conduct/performance, with the assistance and support of the employer (except in the case of serious misconduct or after a final written warning).
4. That the employer act fairly towards the employee.

Meeting and Outcome

Where there is conduct or performance that is of concern to a manager, the manager is encouraged to raise these concerns in the context of a Meeting. The manager may wish to seek the advice of Human Resources prior to such a meeting. Normally such a meeting is held between the manager and staff member who have the right to seek the assistance of Human Resources and/or a union representative respectively.

The outcome of any meeting with a staff member may include any justifiable outcome, including one or more of the following according to the circumstances:

- training
- counselling
- an instruction to improve conduct or performance

A meeting does not constitute a "Disciplinary Meeting" under the terms of this appendix, though any important requirements should be provided clearly by the manager to the staff member in writing.

Disciplinary Meeting Outcome

Where the conduct/performance is sufficiently serious or is repeated, then a Disciplinary Meeting may be warranted. The outcome of any disciplinary meeting may include any justifiable outcome, including one or more of the following according to the circumstances:

- training
- counselling
- an instruction to improve conduct or performance
- a Formal Warning
- a Final Written Warning
- dismissal

In certain circumstances, demotion, redeployment or other alternatives may be considered. Where a warning or dismissal is being considered, the following guideline must be taken into account.

Formal Warning

A Formal Warning may be warranted in situations of any:

- unsatisfactory performance or
- misconduct (other than serious misconduct)

Final Written Warning

A Final Written Warning may be warranted in situations of any:

- misconduct that follows a Formal Warning
- unsatisfactory performance after a Formal Warning
- serious misconduct that might justify dismissal, but where a "second chance" is warranted

Dismissal

Dismissal may be warranted in situations of any:

- misconduct that follows a Final Written Warning
- continued unsatisfactory performance following a Final Written Warning
- serious misconduct

As an alternative to dismissal, the employer may consider:

- demotion
- redeployment
- such other action as may be appropriate in the circumstances.

Disciplinary Meetings Procedures

The following principles shall be observed in the case of any meeting that may result in a warning or dismissal for cause.

Prior to any disciplinary meeting:

- The employer must investigate the facts. The procedure for investigating facts may include an "Informal Meeting" in accordance with the procedure above. The employer will then consider the facts.
- Where the employer then considers that there is a need to proceed to a Disciplinary Meeting, those procedures will be initiated.
- The employee will be advised of the reason(s) for the meeting, and of the right to seek representation at any disciplinary meeting.

At any disciplinary meeting:

- A Human Resources representative should be present as should a support person for the employee.
- The employee must be advised in writing, prior to the meeting of the misconduct and/or unsatisfactory performance.
- The employee must be provided with an opportunity to explain the behaviour/performance.
- Time should be given for adjournment(s) so that the employee and representative have time to consider his/her response to the allegations.
- The meeting should be conducted in a non-threatening manner.

After a disciplinary meeting:

- The employer shall fully consider the explanations of the employee before determining what action, if any, is appropriate in the circumstances.
- If the employer considers that a Formal Warning or Final Written Warning is warranted, then this shall be recorded in writing and provided to the employee.
There must be a request for an improvement in conduct and/or performance.
The employee must be advised that, if performance or conduct does not improve a further warning and/or termination of employment may be possible.
A copy of any warning should be noted on the employee's file and the employee should be advised of this. The Warning shall expire after 12 months from the date of issue.
Appropriate training and support shall be provided.
- If dismissal is warranted, then the notification of dismissal and the reasons for dismissal shall be provided in writing to the employee.

The Manager who will make any decision in relation to any disciplinary meeting must also be the person who investigates any allegation relating to misconduct or unsatisfactory performance, and who listens to the explanation of the employee.

All warnings must be issued with the approval of an HR practitioner. All dismissals must be approved by the Director of Human Resources and the Union provided with a copy of the written warning or dismissal notice if the employee is a member of the union.

Review of Any Disciplinary Outcome

The outcome of a disciplinary matter may be reviewed under the following principles:

- The Employee or the University may initiate a review of the outcome of a disciplinary matter through Human Resources.
- A requested review normally would take place between 3 months and 12 months after the disciplinary matter, but may take place at another agreed time.
- The University will take into account any submission of the Employee before making a decision on the review outcome.

- The decision of the University as a result of the review may include:
 - rescinding the warning and remove the documentation from the personal file
 - holding all related material in a confidential envelope on the personal file
 - no further action
 - such other action as may be appropriate in the circumstances.
- While a Formal Warning or Final Written Warning may be removed from the file, if related misconduct/performance reoccurs, the University may consider whether the conduct/performance warrants a Final Written Warning or Dismissal.

APPENDIX E: HEALTH AND SAFETY

1 First Aid

An adequate First Aid Emergency Kit shall be kept in a convenient and accessible place in every workplace, boiler house and service vehicles. Such emergency kits shall be inspected and replenished on a regular basis by a registered nurse or a designated first aid attendant with a current first aid certificate. Provision shall be made for a supply of hot water at short notice at the workplace.

2 Wet Weather Clothing and Safety Equipment

- 2.1 Employees shall wear footwear appropriate to the conditions under which they are working.
- 2.2 All employees shall be supplied with suitable protective clothing and safety equipment where required. Employees shall take proper care of such clothing and safety equipment, which shall remain the property of the University.
- 2.3 Any employee issued with clothing or footwear either as part of a uniform or for protective purposes shall return such issue on being supplied with a replacement, or on the termination of employment, or at such other times as the University may require.
- 2.4 The University may make a deduction from the wages of any employee, who having received an issue to which subparagraph 2.3 relates, does not account for it as required. The rate of deduction shall be the cost of the item not accounted for, after due allowance has been made for reasonable fair wear and tear. Refer to subparagraph 2.6 below.
- 2.5 Any employee required to wear prescription glasses will be refunded the cost of having the lenses hardened.
- 2.6 An employee who loses any clothing, tools or equipment through theft shall report the matter to the police and shall produce evidence of such action before being recompensed by the University.

3 Accommodation and Amenities

- 3.1 The University shall provide and maintain sanitary arrangements and accommodation to enable employees to take their meals and change their clothing and shall also provide individual lockers for the safe keeping of the employee's clothing, and make provision for hot and cold showers, toilet soap, liquid soap, and clean towels or other suitable means of drying.
- 3.2 Adequate heating facilities shall be provided in winter for employees.

4. Health and Safety Requirements

- 4.1 The parties are committed to achieving excellence in the management of health and safety in the workplace. The employer and employees shall undertake to maintain all practical steps to provide for every employee a safe and healthy workplace.
- 4.2 Health and Safety in Employment Act: The University shall provide and display in a place accessible to employees a copy of the Health and Safety in Employment Act 1992, including its amendments. The parties are required to fulfil their obligations under Health and Safety legislation. Employees have the right to refuse to perform work likely to cause serious harm. If such a question of safety is raised it will be resolved as per section 28A of the Health and Safety in Employment Act 1992
- 4.3 First Aid Training: Instruction and training by certified trainers shall be provided to those employees who are required to maintain the currency of first aid certificates.
- 4.4 Where portable electric lights, electric drills and other portable or fixed electric equipment are in use every care shall be taken to see that they are properly insulated and tested regularly. Employees shall immediately report to the foreperson any defect in such equipment, which shall not be used again until it has been made safe.
- 4.5 No employee shall be required to work on live steam pipe lines or on moving machinery where he/she is beyond easy calling distance of some other person who is competent to render assistance if necessary.
- 4.6 Hot Work: No employee shall be compelled to work in any place where the temperature is above 43 degrees Celsius.
- 4.7 Any employee who is employed in work in which he/she may be exposed to fumes which may be detrimental to the employee's health shall be provided with a suitable effective mask or breathing apparatus.

- 4.8 When welding or gas cutting of galvanised material is being done, provision shall be made for the removal of objectionable fumes.
- 4.9 No employee shall be employed in the University to lift, carry or move any load so heavy as to be likely to cause injury to the employee.
- 4.10 All ladders shall be supplied with suitable non-skid footing attachment and a permanent tie-rope of not less than two metres in length, and for outside work ladders in addition shall have the top rung replaced by a chain.
- 4.11 An employee shall not be required to carry out the following work without an assistant competent to carry out emergency measures: maintenance work on lifts, work on moving machinery, work on ladders etc where danger of slipping exists, or work which involves the risk of electrocution.
- 4.12 No employee shall be compelled to work in any place infected with a notifiable disease. An employee employed in any such place shall be reasonably protected against such disease to the satisfaction of the medical officer or authority in charge of the case.
- 4.13 Employees required to work on equipment which brings them into contact with soil pipes, sewage systems and/or catch pots shall be supplied with and required to use protective clothing including disposable gloves.
- 4.14 Hearing: Employees who are subjected to working conditions where on site testing by a qualified person has shown that there is a possibility of permanent hearing loss shall undergo audio-metric tests by a qualified person annually at the University's expense and during working hours.
- 4.15 Asbestos: Where possible all asbestos will be removed in accordance with the Asbestos Regulations 1983. If it is not practical to remove all asbestos it will be encapsulated or removed at the time when it is next necessary to work in the area and disturb the material thereby creating a risk.

5 Introduction of New Technology

- 5.1 In common recognition that the progress of technology is indispensable to the continuation and development of the University and to the progress of human society, the parties to this agreement shall always be mindful of the effects which the introduction of new technology could bring about on employees, and shall facilitate a harmonious introduction of new technology by co-operating with each other.
- 5.2 In introducing new technology, the University shall inform the employees in advance of the introduction of the programme, possible effects on employees and proposals of countermeasures against such effects, and hold prior consultations with the employees.
- 5.3 In introducing new technology, the University shall, for the purpose of enabling the employees concerned to master skills and ensure safety, provide the employees with necessary education and training.

6 Eye Tests:

An employee who is engaged in VDU duties for at least 50 per cent of normal working time shall be entitled to an eye test at the employer's expense immediately upon being assigned to such duties. Applications for the test shall be in writing and an authority to present to the University's Optometry Clinic will be provided on the Supervisors approval.

Further tests shall be provided at not less than two yearly intervals upon application to the employer. If the test discloses that prescription spectacles are required for the normal viewing distance of a VDU, or that an eyesight problem has been created or worsened by VDU use then the cost of single vision spectacles will be met by the employer. The reimbursed cost of the frames shall not exceed \$120.00.

In work situations other than VDU situations, the employer may approve reimbursement of an eye test where, in the view of the employer, the work of the employee has the potential for significant eye strain. Where the advice of the eye specialist confirms that the work of the employee has caused eye deterioration such that the employee requires the use of spectacles to perform their duties, then the University will reimburse spectacle and lens costs as above.

7 Reporting Motor Vehicle Accidents

It shall be the duty of all staff who drive a motor vehicle owned or hired by the University of Auckland to report any accident in which they are involved to management immediately. This clause does not relieve a staff member of his/her obligations under the Transport Act 1962 and any other relevant Regulations.

APPENDIX F: REDUNDANCY PROVISIONS

- (a) Where the employer carries out a review or restructure of any of the positions covered by this contract, and such a review or restructure has the potential to affect the job security of any employee covered by this contract, the employer will enter into a process of consultation with the union(s) and the affected employee(s). Such consultation shall commence not less than one month prior to any final decisions being made provided that in specific instances this period may be reduced by mutual agreement with the union(s) concerned. The purpose of such consultation is to allow the parties sufficient opportunity to investigate options in good faith which would prevent any loss of employment.
- (b) The University's approach to surplus situations shall be to explore the possibility of using redeployment, retraining and or alternatively early retirement. Where reasonable efforts to place surplus staff through these options prove unsuccessful redundancy provisions may be invoked.
- (c) Employees declared redundant shall receive not less than two months' notice of the termination of their employment.
- (d) Employees who have been given notice of redundancy will within the period of notice be given reasonable time, on full pay to make arrangements to seek new employment. These arrangements may include, for example, help in the preparation of a CV, job training, counselling, financial management, or attendance at job interviews. The employer will meet reasonable costs.

(e) **Employment 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 your position, 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. As this is part of a collective, this fact should be made known to the "other party".

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 including recognition of an employee's previous service. 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 redundancy compensation as per Appendix F (k) in this agreement.

Redeployment:

- (f) The conditions under which employees may be redeployed to alternative duties within the University are as follows:
- (i) Employees may be deployed to a position at the same, higher or lower salary;
 - (ii) Where the new position is at a lower salary, an equalisation allowance will be paid for a period of two years to preserve the salary of the employee in the old position at the time of redeployment.

- (g) The equalisation allowance will be paid as an on-going allowance for two years equivalent to the difference between the present salary and the new salary. The allowance will be abated by any salary increase for the new position during the two year period.
- (h) Employees who are offered a position in the University, which by mutual agreement is comparable to their existing position, such agreement not to be unreasonably withheld, and who decline appointment, will not be eligible for payments under this Appendix.
- (i) Where an employee agrees to be redeployed into a position that is not comparable to their existing position, or the employee has accepted a comparable position that is subsequently found by the employee to be not comparable to their existing position in good faith, the employee may within the first three months in the new position and after consultation with the employer to explore other options, elect to resign from it, by giving the appropriate notice. The employee will receive a severance payment calculated on the salary and service of the employee immediately prior to the time s/he was initially redeployed.
- (j) In the case of redeployment into a fixed term position which by mutual agreement is comparable to their existing position and which then ceases to exist, and the employee is not further redeployed, the employee's contract of employment shall terminate and the employee will be paid severance on the following basis:
 - (i) Where the position ceases during the first 12 months of redeployment the full severance payment will be made;
 - (ii) Where the position ceases after a period in excess of one year but not exceeding two years of redeployment, 50% of the severance payment will be made;
 - (iii) Where the position ceases beyond two years of redeployment no severance payment will be made.

Redundancy:

- (k) Upon leaving the University because of redundancy the employee shall be offered a severance payment as follows based on continuous service with the University.
 - (a) Six weeks ordinary pay for the first year (or less) of service to the University.
 - (b) Two weeks ordinary pay for the second and subsequent years or part thereof.
 The maximum severance payment under this clause shall be 40 weeks ordinary pay.
- (l) Severance payment for a fixed term position that ceases to exist will be calculated on the basis of salary and service of the employee, and will not be greater than the salary that would be due over the unexpired portion of the term.

Contracting Out:

- (m) Where the employment of an employee engaged in an activity of the University comes to an end because that activity is sold or transferred, the employer shall request that the person who acquires that activity offer to employ that employee:
 - (a) On conditions that are the same as or no less favourable than the existing conditions; and
 - (b) On the basis that service with the University is treated as if it were service with the new employer and as if it were continuous.

Where the employee accepts such an offer, the employee shall not be entitled to any severance payment under clause (k) of this Appendix.

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

Where the employee declines to accept the position, the employee will consult with the employer over redeployment and other options contained in clauses e) to k).

SCHEDULE A

The following employees were employed prior to 30 September 2006.

CLEANER

Stamp, Alan Douglas

GARDENERS & ASSOCIATED STAFF

Tarrant, John Owen

Hawkins, Rene

Fell, Jason

Hussey, Shaun

Tiauli, Taueetia

Hall, Nigel Alan

Drewet, Lewis

White, James Manu

Billings, David Charles

Irving, John Percy

Leewes, Hank

CONTROL ROOM OPERATORS

Sesto, Peter Ronald*

UNISAFE OFFICERS

Early, Keith John

Vujnovich, Frank Vincent

Bearda, Martin

Chandy, Jeffrey

Hunter, Tracy Victoria

Leau, Tala

Patel, Soma Kanji

Prakash, Nawal

Quinn, Greg

Ragupathy, Victor

Taylor, John Michael

TEAM LEADERS

Oram, Paul David

Chandra, Prakash

Van Zyl, Marcius

Tike. Pauli Asi

* Agreed to go into the Unisafe teams, and on to the 5 week 24/7 Unisafe roster, with effect from 14 January 2008, subject to clause (i) of Appendix F applying.

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AUCKLAND

TEU Organiser is:

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Private Bag 92019
AUCKLAND

Location: Level 2 Building 114