



THE UNIVERSITY OF  
**WAIKATO**  
*Te Whare Wānanga o Waikato*

**THE UNIVERSITY OF WAIKATO**  
**TE WHARE WĀNANGA O WAIKATO**

**ACADEMIC STAFF COLLECTIVE**  
**EMPLOYMENT AGREEMENT**

**1 July 2014**  
**to**  
**30 June 2016**



**TERTIARY EDUCATION UNION**  
*Te Hautū Kahurangi o Aotearoa*

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# THE UNIVERSITY OF WAIKATO TE WHARE WĀNANGA O WAIKATO

## ACADEMIC STAFF COLLECTIVE EMPLOYMENT AGREEMENT

**BETWEEN** The Vice-Chancellor, The University of Waikato ("the employer")  
**AND** The Tertiary Education Union ("TEU").

### SECTION A: GENERAL

**A.1** This agreement is made pursuant to the Employment Relations Act 2000.

#### **A.2 COVERAGE**

**A.2.1** This agreement will apply to those employees who at the date of this agreement's commencement are employed in the University as academic staff in positions that normally carry one of the following titles:

professors, associate professors, senior lecturers, lecturers, senior research fellows, research fellows, assistant lecturers, senior tutors, teaching fellows, tutors, teachers, senior teachers, advanced teachers, senior research officers and research officers, doctoral assistants and graduate assistants, on a continuing basis or fixed term and who are or become members of TEU.

**A.2.2** During the term of this agreement new employees, who are in the categories listed in clause A.2.1 or performing the work described in clause B.1, will be offered the same terms and conditions as this agreement and, if they join the TEU, will be covered by this agreement.

**A.2.3** Part time employees receive the entitlements of the agreement on a pro-rata basis.

**A.2.4** Reason for fixed terms - at the time of appointment to a fixed term position the University will give the reason for the fixed term nature of the position, and will comply with section 66 of the Employment Relations Act 2000.

### SECTION B: DUTIES AND OBLIGATIONS OF EMPLOYEES

#### **B.1 RESPONSIBILITIES**

**B.1.1** Employees are responsible to the Vice-Chancellor through their chairperson of department, director of centre or equivalent who in turn are responsible to the Vice-Chancellor through the appropriate dean.

**B.1.2** Employees in the categories covered by the provisions of clause C.1 are required to undertake teaching, examining and research. They are also required to assist generally in the work of their department, centre, or other unit, and to contribute to the overall work of the University. These may be further specified in relevant position descriptions. They may be directed as to their duties by the chairperson or other nominated manager acting within the framework of University policies and regulations.

**B.1.3** Professors are additionally expected to participate extensively in the development and implementation of academic policy. They may be required to accept roles of academic leadership such as chairperson of a department or other special responsibilities.

**B.1.4** Other employees covered by this agreement are required to undertake the responsibilities specified in relevant position descriptions. These may include teaching, tutoring, marking, related support, examining, and laboratory demonstrating. Research Officers and Senior Research Officers may be required to participate in research. Employees may be required to assist in the development of courses and in curriculum design from time to time. They are also required to

assist generally in the work of their department, centre, or other unit, and to contribute to the overall work of the university. They may be directed as to their duties by the chairperson or other nominated manager.

- B.1.5** Employees may be required to enrol in specified programmes of study as a condition of their employment. Such employees may be required to maintain a satisfactory level of performance in their programmes of study as a condition of their employment.

## **B.2 TIME COMMITMENT AND OTHER ACTIVITIES**

- B.2.1** Full time employees are required to devote their full time to their University responsibilities. Part time employees are required to devote the contracted proportion of their full time to their University responsibilities.

- B.2.2** All consultancies and professional activities undertaken as a University employee require prior approval in accordance with University policies. Employees may undertake private activities with the prospect of financial gain provided such activities are not in competition with official activities of the University and provided:

- a) the activities clearly do not impinge on or conflict with the employee's University responsibilities (including those of attendance/availability), and do not use University resources.
- or
- b) a general authority for the activities is given under policies adopted by the University from time to time;
- or
- c) written approval for a specific proposal has been given by the employer. Such approvals may be granted on conditions and withdrawn on reasonable notice.

## **SECTION C: REMUNERATION**

### **C.1 SALARY SCALE LECTURER TO PROFESSOR**

	Step	1.10.2013 \$ per year (fte)	01.10.2014 \$ per year (fte)	01.09.2015 \$ per year (fte)
Lecturer )	1	\$67,477	\$68,354	\$69,379
Research Fellow )	2	\$69,962	\$70,872	\$71,935
	3	\$72,447	\$73,389	\$74,490
	4	<u>\$74,935</u>	<u>\$75,909</u>	<u>\$77,048</u>
	5	\$77,419	\$78,425	\$79,601
	6	\$79,907	\$80,946	\$82,160
	7	\$82,383	\$83,454	\$84,706
Senior Lecturer )	Range 1	\$84,459 - \$99,717	\$85,557 - \$101,013	\$86,840 - 102,528
Senior Research Fellow )	Range 2	\$99,718 - \$113,284	\$101,014 - \$114,757	\$102,529 - \$116,478
Associate Professor )	Range 3	\$110,311 - \$125,668	\$111,745 - \$127,302	\$113,421 - \$129,212
Reader )				
Professor )	Range 4	Minimum \$128,461	\$130,131	\$132,083

## C.2 SALARY SCALE – ALL OTHER ACADEMIC STAFF

	Step	01.10.2013 \$ per year (fte)	01.10.2014 \$ per year (fte)	01.09.2015 \$ per year (fte)
Senior Research Officer )	Range 5	\$86,253 - \$98,017	\$87,374 - \$99,291	\$88,685 - \$100,780
Senior Research Officer ) Teaching Fellow ) Senior Tutor ) Advanced Teacher )	Range 4	\$75,409 - \$86,252	\$76,389 - \$87,373	\$77,535 - \$88,684
Research Officer ) Teaching Fellow ) Senior Tutor ) Senior Teacher )	Range 3	\$60,443 - \$73,245	\$61,229 - \$74,197	\$62,147 - \$75,310
Teacher )	Range 2	\$50,466 - \$65,931	\$51,122 - \$66,788	\$51,889 - \$67,790
Assistant Lecturer <sup>1</sup> ) Tutor ) Doctoral Assistant <sup>2</sup> ) Graduate Assistant <sup>3</sup> )	Range 1	\$39,817 - \$57,954	\$40,335 - \$58,707	\$40,940 - \$59,588

<sup>1</sup> Assistant Lecturers are appointed within Range 1 at no less than:

01.10.2013 - \$49,491; 01.10.2014 - \$50,134; 01.09.2015 - \$50,886

<sup>2</sup> Doctoral Assistants in the Waikato Management School are paid a fixed rate of:

01.10.2013 - \$52,015; 01.10.2014 - \$52,691; 01.09.2015 - \$53,481

<sup>3</sup> Graduate Assistants in the Waikato Management School are paid a fixed rate of:

01.08.2013 - \$40,150; 01.10.2014 - \$40,672; 01.09.2015 - \$41,282

## C.3 SALARY ON APPOINTMENT

Salary on appointment will have regard to the appointee's relevant skills, qualifications and experience and the University's recruitment and retention experience.

## C.4 PROGRESSION LECTURER TO PROFESSOR

### WITHIN GRADES/RANGES

#### Lecturers and Research Fellows

Except for crossing the bar at step 4, advancement to the next step in the grade will occur after 12 months on the previous step, subject to certified satisfactory performance.

An employee whose advancement is declined on the grounds of unsatisfactory performance will be entitled to advance to the next step if and when performance is subsequently certified as satisfactory. In such cases advancement will take effect from the date on which satisfactory performance is certified and that date will then become the anniversary date for any future increments.

Advancement across the bar at step 4 will be by decision of the employer and will be based on merit.

#### Senior Lecturers and Senior Research Fellows

Advancement within ranges is by decision of the employer following application from the employee. Within range 1, advancement annually by a minimum of \$1,400 will occur, subject to certified satisfactory performance. Such advancement will not be withheld unless performance problems have already been

raised with the employee. (Advancement by less than \$1,400 will apply where the maximum of range 1 would otherwise be exceeded).

### **Associate Professors and Professors**

Advancement within the ranges is by decision of the employer.

### **BETWEEN RANGES**

Promotion between ranges is by decision of the employer.

## **C.5 PROGRESSION – ALL OTHER ACADEMIC STAFF**

Advancement within or between ranges is by decision of the employer, and may be considered as follows:

**Advancement within the range for a given position** requires at least good performance that gives satisfaction in all the main responsibilities.

**Advancement between the ranges for a given position** requires at least good performance that gives satisfaction in all the main responsibilities. This is a necessary but not a sufficient requirement. Higher responsibilities performed, merit and preferably high merit will often be important.

**Advancement to a higher position** is possible only where indicated below, and will take account of the need for having the higher responsibilities performed and the staff member's potential to do so, in addition to merit and preferably high merit in the current performance. The recognised advancement routes are:

Tutors	→	Senior Tutors
Research Officers	→	Senior Research Officers
Teachers	→	Senior Teachers

## **C.6 SUPERANNUATION**

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

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

## **SECTION D: TERMINATION OF EMPLOYMENT**

- D.1** For employees on continuing appointments, notice of termination will be not less than three months, except in the case of doctoral and graduate assistants where notice of termination will be not less than one month. The period of notice may be varied by mutual agreement. Notice will be in writing.
- D.2** For fixed-term employees, notice will be deemed to have been given at the time a finishing date is agreed. The period of notice for earlier termination will be as for continuing employees.
- D.3** If the required notice is not given, then salary in lieu of notice will be paid by the employer or forfeited by the employee as the case may be.
- D.4** Nothing in sub-clauses D.1 and D.2 will prevent the employer from summarily dismissing an employee for misconduct.
- D.5** When an employee is absent from work for a continuous period of five working days without notification to the employer, the employee will be deemed to have abandoned employment. Where an employee was unable through no fault of that employee to notify the employer, employment will not be deemed to have been abandoned.

## **SECTION E: CONSULTATION AND MANAGEMENT OF CHANGE**

- E.1** The TEU recognise the right of the management to manage, organise and make final decisions on the operations and policies of the University.
- E.2** The employer will, wherever possible, involve the employees and their authorised representatives in the consideration of any proposal which may result in substantial changes affecting them. Unless an employee notifies the employer to the contrary, the employer will notify that employee's authorised representative of any meeting arranged with the employee for this purpose. The aim of the consultation is to assist the employer and employees and where appropriate authorised representatives to share their views on the current situation, the objectives of proposed change, and options to be considered. The employer will give serious consideration to options for change provided by the employees or their authorised representatives before any decisions are made.
- E.3** The employer is entitled to have a working plan already in mind at the commencement of consultation.
- E.4** The consultation will normally include:
- the employer meeting with the employees affected and where appropriate their authorised representatives.
  - provision of relevant information by the employer (subject to commercial sensitivity and privacy considerations) to enable those consulted to develop an informed response.
  - the provision of sufficient time for the consulted parties to assess the information and make a response. At the outset of the consultation process the parties will endeavour to reach agreement over a time frame and format for the preparation and presentation of a response. Any time frame will be subject to the overall time constraints within which the employer reasonably believes a decision needs to be made.

## **SECTION F: REDUNDANCY AND MANAGEMENT OF SURPLUS STAFFING**

- F.1** Where a review or restructuring has the potential to affect the job security of an employee covered by this agreement, the employer will enter into a process of consultation with the affected employee(s) and her/his representative(s) prior to any final decisions being made. The purpose of such consultation (in terms of the framework described in Section E) is to allow the parties sufficient opportunity to ensure all relevant information is being considered when the employer is making the final decision and to investigate options which would prevent any loss of employment eg. the non-replacement of staff through attrition; voluntary redundancy; voluntary redeployment; voluntary reduced hours and/or job sharing. Decisions on surplus staffing will take no account of an employee's accrued study leave credit.
- F.2** In the case of a surplus staffing situation, the employer will advise the employee(s) affected not less than three months prior to the date by which the surplus staff are to be discharged. The three-month period is inclusive of the regular period of notice in clause D.1 and may be varied by agreement between the employer and employee concerned. The period of notice for a fixed-term employee will be no greater than the unexpired portion of the term. Where there is no work for the employee, the employer may require the employee to take annual leave or paid special leave during the period of notice.
- F.3** The employer will consult and explore options with the employee affected and his/her representative with a view to preventing any loss of employment. Options to be explored include redeployment and retraining. Where reasonable efforts to resolve the surplus staffing situation through these options prove unsuccessful, redundancy provisions may be invoked. Alternatively, the employee(s) affected may apply for redundancy without exploration of these options.
- F.4** 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.
- F.5** **REDEPLOYMENT**

An employee may be redeployed to a similar position within the University provided the skills and abilities required are very nearly the same.

The conditions under which employees may be redeployed to alternative duties within the University are as follows:

- (i) Employees may be redeployed 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 not less than one year to preserve the salary of the employee in the old position at the time of redeployment.
- (iii) The equalisation allowance will be paid for at least one year as an on-going allowance equivalent to the difference between the present salary and the new salary. The allowance will be abated by any salary increase in the new position during this period.
- (iv) Employees who are offered a position in the University which is directly comparable to their existing position, and who decline appointment, will not be eligible for payments under clause F.8. Redundancy will be a last resort.

## **F.6 RETRAINING**

Where a staff member, available for redeployment, is not immediately suitable for a particular vacant position and the skills gap can be bridged by a short period of training, the University will endeavour to arrange and resource the training.

## **F.7 VOLUNTARY REDUNDANCY**

- F.7.1** If a surplus staffing situation is possible and the employer has entered into the consultative process described in clause F.1, an employee may apply to terminate their employment through voluntary redundancy.
- F.7.2** If a surplus staffing situation has been declared and notice given as described in clause F.2, an employee may apply to terminate their employment through redundancy without the exploration of alternative options.
- F.7.3** Applications will be considered on a case by case basis. The employer reserves the right to decline an application on the basis of operational needs and/or when the specific skills and competencies of the applicant need to be retained within the University.
- F.7.4** Where an application for voluntary redundancy under clause F.7.1. is approved, the normal notice requirements specified in Section D will apply.
- F.7.5** Where an application for redundancy without the exploration of other options under clause F.7.2 is approved, the period of notice will be determined by the employer on the basis of operational needs and taking into account, as far as possible, the wishes of the employee.
- F.7.6** Where an application for voluntary redundancy or redundancy without the exploration of other options is approved, the employee concerned will:
- receive compensation as specified in F.8; and
  - be ineligible for consideration for re-employment within the University for a period of not less than three months following the date of termination.

## **F.8 REDUNDANCY**

- F.8.1** Where an employee is declared redundant, the employer will pay to the employee financial compensation based on continuous service with the University as follows: six weeks taxable salary based on ordinary pay for service up to two years and one week taxable salary based on ordinary pay for each subsequent six months of service or part thereof, with a maximum payment of 40 weeks ordinary pay.

Any payment to a fixed-term employee (where a position ceases to exist) under this clause shall be



no greater than the salary that would be due over the unexpired portion of the term.

**F.8.2** In addition, payment will be made in lieu of any outstanding accrued annual leave.

**F.8.3** In the case of an employee recruited from overseas whose position is declared redundant within three years of appointment, and where reasonable efforts to resolve the surplus staffing situation through the options specified in clause F.3 prove unsuccessful, a repatriation allowance will be paid as follows:

- (i) during the first two years after appointment, payment equivalent to the full travel and removal expenses paid in respect of the employee and their dependents at the time of appointment.
- (ii) during the third year after appointment, a payment equivalent to one-third of the travel and removal expenses paid to the employee and their dependents at the time of appointment.

**F.8.4** In the case of an employee recruited from overseas who successfully applies for voluntary redundancy, in terms of the provisions of clause F.8, within three years of appointment, the requirement to repay appointment (travel, removal and settling-in) expenses paid in respect of the employee and their dependents will be waived as follows:

- (i) during the first two years after appointment, full waiver of requirement.
- (ii) during the third year after appointment, waiver of repayment of one third of appointment expenses.

## **F.9 EMPLOYEE PROTECTION PROVISION**

**F.9.1** In any case of restructuring, as defined in the Employment Relations Amendment Act (No 2) 2004, i.e. where the business (or part of it) is sold or transferred or contracted out to another person, the employer will notify the affected employees and their representative(s) that restructuring is a possibility as soon as is practicable, subject to requirements to protect commercially sensitive information. The employer will enter into a process of consultation with affected employees and their representative(s) prior to any final decisions being made.

**F.9.2** In the course of negotiating a sale and purchase agreement or a transfer agreement or a contract for services the employer will:

- endeavour to obtain employment for the affected employees (if practicable) with the new employer; and
- endeavour to obtain such employment on substantially the same terms and conditions of employment applying to the employee.

**F.9.3** The employer will subsequently advise the affected employees as to whether employment opportunities exist with the new employer and, if so, the nature of those opportunities.

**F.9.4** Where employment opportunities exist the employer will advise the affected employees of their right to accept or decline to transfer to the new employer.

**F.9.5** If an affected employee chooses to transfer to the new employer he/she will not be deemed to be redundant for the purposes of Section F.

**F.9.6** If an affected employee chooses not to transfer to the new employer where the conditions of employment offered are the same or not inconsistent with the employee's existing terms of employment the notice provisions of Section D will apply. Clauses F.1 – F.8 will not apply with the exception of clause F.5 (redeployment).

**F.9.7** If there are no employment opportunities with the new employer, an employee will be deemed to be redundant (subject to redeployment opportunities as contained in F.5) and clauses F.2, F.3, F.4, F.8.1, F.8.2 and F.8.3 will apply.

## **SECTION G: HOLIDAYS AND LEAVE**

### **G.1 PUBLIC HOLIDAYS**

**G.1.1** The following days will be observed as public holidays in accordance with the provision of the Holidays Act 2003:

Christmas Day, Boxing Day, New Year's Day, 2 January, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Birthday of the reigning Sovereign, Labour Day and Anniversary Day.

**G.1.2** If an employee is required by the employer to work on any part of a public holiday, the work will be paid for at the rate of T0.5 in addition to the employee's relevant daily pay. In addition, if the public holiday would otherwise be an ordinary working day for the employee, the employee will be entitled to an alternative day off on pay, to be taken on a date agreed between the employer and employee. If agreement cannot be reached the provisions of the Act will apply.

The provisions of this clause will not apply to employees who, without a request from the employer, choose to work on a public holiday.

### **G.2 ANNUAL LEAVE**

#### **G.2.1 Entitlement**

All employees will be granted four weeks leave.

**G.2.2** Each employee will be entitled to an additional weeks annual leave to be taken on days determined by the employer. Normally the five days concerned are the Tuesday after Easter Monday, the last day on which the University is open before Christmas Day and the first three days after Boxing Day which are not a Saturday, Sunday or public holiday.

**G.2.3** Employees on fixed term appointments of exactly 12 months or less will be paid holiday pay in lieu of leave at the end of the appointment. During the period of the fixed-term appointment the employer may in appropriate circumstances approve paid leave or direct the employee to take annual leave.

#### **G.2.4 Definition of Leave Year**

The Holidays Act provides for employees to become entitled to paid annual leave at the end of each year of their employment. All staff (with the exception of those staff employed in the Language Institute) who took up duties prior to 1 February 1999 have a leave entitlement date of 1 February each year. All staff originally employed in the Language Institute and all other staff who took up duties after 1 February 1999 have a leave entitlement date that is the anniversary date of taking up their appointment.

**G.2.5** The employer recognises the desirability of employees having periods of rest and recreation away from their work and expects all leave to be taken within 12 months of the date on which the entitlement falls due. Leave may not be carried forward beyond that 12 month period except in special circumstances and with the written approval of the employee's chairperson/manager, and then only to a maximum of five days in any one year.

#### **G.2.6 Timing of Leave**

Employees' wishes concerning the timing of leave will be met as far as possible. However, where this is not convenient to the employer, the employer may decline to grant leave or may direct an employee to take leave at a certain time.

## **G.3 ACCIDENT AND SICK LEAVE**

### **G.3.1 Reporting**

Employees who are absent because of the need for sick leave should ensure that the appropriate line manager or equivalent is informed promptly in sufficient time to make alternative arrangements where necessary. Employees will also ensure that reasonable notice is given to the employer of pre-arranged requirements for sick leave e.g. a surgical procedure. Employees must record sick leave absences in Āku Mahi.

### **G.3.2 Employees on appointments of more than 12 months**

#### **G.3.2.1 Purpose**

The purpose of sick leave is to enable employees to continue to be paid at an ordinary rate of pay when they are unable to attend work by reason of sickness, injury or care of a child, partner or family member who through illness or injury becomes dependent on the employee and who is or becomes a member of their household, including on a temporary basis. The success of these provisions relies on mutual trust and a positive approach towards addressing the causes for non-attendance at work. Sick leave is to be administered fairly by line managers and utilised responsibly by staff.

#### **G.3.2.2 Payment of Salary During Absence**

Employees who are absent due to sick leave reasons will continue to be paid salary provided the absence is supported by a medical certificate from a registered medical practitioner where requested by the employer. Medical certificates will normally be required for absences in excess of 5 days, but may be required for lesser periods.

The above provisions are inclusive of any entitlement under the provisions of the Holidays Act 2003.

When sickness or injury occurs during annual leave the employer will permit the period of incapacity to be debited against sick leave provided a medical certificate is produced.

#### **G.3.2.3 Review**

Where the situation prevents an employee returning to work within a reasonable period, and in any case where absence extends beyond three months on any one occasion or six months cumulatively over a three-year period, the employer will review the situation on a regular basis, including the payment of salary, with a view to assisting the employee return to work. The review will occur earlier if evidence is available which indicates that the sick leave provided is being misused; or where a clear pattern of regular absences without appropriate documentation becomes evident; or where absences are considered to be excessive.

The review is an opportunity to discuss the issues causing absence from work, with a view to offering any appropriate assistance. In considering ongoing payment of salary in cases under review each case will be considered on its merits. The employer will also take into account the following:

- the employee's past record of sick leave usage;
- the period of past employment;
- the nature of the illness or injury, how long it has continued, and the prognosis for recovery and a full return to work;
- the willingness of the employee to participate in a rehabilitation programme.

Where medical advice indicates that it is unlikely that the employee concerned will be able to resume normal duties within a reasonable period, the employer may, after consultation with the employee (and, if appropriate, her/his representative) and the employee's manager, give consideration to the options available. These may include retirement on medical grounds, a period of leave without pay, reduced hours, alternative duties or termination of employment on the grounds of incapacity. Each case will be considered on its merits.

Where the line manager has good reason to believe the sick leave provisions have been used inappropriately the manager may:

- require the employee for a specified period of time to support all absences with a medical certificate, and/or
- require the employee to undergo an examination by a medical practitioner nominated by the employer and arranged at the employer's expense, and/or
- restrict or withdraw for a specified period the sick leave provisions of this clause, provided the minimum provisions of the Holidays Act are not compromised.

### **G.3.3 Employees on fixed term appointments of 12 months or less**

**G.3.3.1** Employees will be entitled to four days sick leave immediately upon commencement and a further five days after six months service.

**G.3.3.2** Employees may be granted leave on pay as a charge against sick leave entitlement when they are unable to attend work by reason of care of a child, partner or family member who is a member of their household and who through illness or injury becomes dependent on the employee.

**G.3.3.3** A medical certificate will be required for all absences in excess of five consecutive days and may be required for lesser periods.

**G.3.3.4** Sick leave without pay may be granted on production of a medical certificate from a registered medical practitioner.

**G.3.3.5** When sickness or injury occurs during annual leave the employer will permit the period of incapacity to be debited against sick leave provided a medical certificate is provided.

**G.3.3.6** The above provisions are inclusive of any entitlement under the provisions of the Holidays Act 2003.

### **G.3.4 Medical Information**

The employer may in cases of long term absence require that the employee undergo a medical examination for the purposes of a second opinion with a medical practitioner nominated by the employer and arranged at the expense of the employer.

The employer may require an employee who proposes to return to duty after a period of absence on sick leave to provide a medical certificate certifying that the employee is fit to resume work.

Where the employer considers that the employee's performance may be impaired by a possible medical condition, the employer may require an employee to undergo an examination by a registered medical practitioner nominated by the employer. The employer reserves the right to require a specialist medical practitioner's examination and report (or a registered clinical psychologist's examination and report if such examination is recommended by a registered medical practitioner) in specific cases. Should the employee be found unfit to perform their full duties they may be placed on sick leave until cleared to return to full duties. The employer will meet the cost of the medical examinations.

### **G.3.5 Absence through Injury**

Work related injuries must be notified to the line manager at the time the accident occurs and recorded on the University's Accident/Incident form. Where applicable, compensation for loss of earnings will be paid under the terms of the Accident Insurance Amendment Act 2000.

Unless otherwise instructed by the employee, the employer will normally top up employer or insurer payments for loss of earnings to a maximum of the employee's ordinary rate of pay in the case of a work injury or, in the case of a non-work injury and provided sufficient paid sick leave is available to the employee, provide payment for the first week of absence and top up any ACC payments to the maximum of the employee's ordinary rate of pay.

Any such top up payments may be reviewed at two weekly intervals.

## **G.4 RECOGNITION OF PREVIOUS SERVICE**

**G.4.1** Continuous previous service at the University of Waikato will be taken into account for the purposes of calculating retirement leave entitlements provided the interval between the prior service and employment by the employer does not exceed six years.

**G.4.2** Relevant continuous service at the University of Waikato will be taken into account for the purposes of calculating study leave credit provided the interval between the prior service and employment by the employer does not exceed three months.

## **G.5 SPECIAL LEAVE**

**G.5.1** Where an employee is required to participate formally as a witness or special presenter of evidence in Māori Land Court or Waitangi Tribunal proceedings, the employee will be granted paid special leave.

**G.5.2** The employer may at his/her discretion approve special leave, paid or unpaid, for any purpose including on compassionate grounds or in respect of cultural obligations.

## **G.6 STUDY/PROFESSIONAL DEVELOPMENT LEAVE**

### **G.6.1 Study Leave**

Employees covered by salary scale C.1 are eligible to apply for study leave in terms of the University's regulations promulgated from time to time.

### **G.6.2 Professional Development Leave**

Employees covered by salary scale C.2 may be granted leave to enable them to complete qualifications/attend courses and seminars, which are considered by the employer to be relevant to their employment. The employer is committed to the development of staff in order to achieve organisational goals.

## **G.7 PARENTAL LEAVE**

**G.7.1** The Parental Leave and Employment Protection Act 1987, the Parental Leave and Employment Protection (Paid Parental Leave) Amendment Act 2002 and the 2004 amendment apply, and their provisions are supplemented by the following:

### **G.7.2 Applications**

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 or a midwife certifying the expected date of delivery. Special and medical circumstances will be taken into account.

### **G.7.3 Notice of return from parental leave**

An employee absent on parental leave is required to give at least 21 days written notice of her/his return to duty.

### **G.7.4 Ex gratia payment**

Where an employee, who is entitled to parental leave of up to 12 months, returns to duty before the expiration of the leave, they qualify for payment equivalent to 30 working days leave on pay, i.e. at the rate applying for the 30 working days immediately following their ceasing duty. Any adjustments to the salary scale that take effect during a period of parental leave will apply. Absence on parental leave shall not affect the granting of an increment that falls due during the period.

If an employee and partner are both employed in the University and are eligible for the payment, then they are entitled to only one payment and they may choose (after they have qualified) who will receive it.

An employee who is absent on parental leave for less than six weeks (30 working days) will receive that proportion of the payment that their absence represents in working days.

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.

**G.7.5** An employee who is entitled to parental leave and who would be eligible for the ex-gratia payment under the terms of clause G.7.4 may apply instead, at the time of submitting the parental leave application, for six weeks paid leave to commence at the beginning of the period of the parental leave.

Where approval is given, it will:

- be granted on the same terms and conditions as those applying to the ex-gratia payment described in clause G.7.4 and
- require the employee's agreement in writing to repay any payments made under this provision, if the employee resigns during the period of parental leave or does not otherwise return to work on an agreed date.

**G.7.6** In addition to and subject to the provisions of G.7.4 and G.7.5, an employee entitled to the ex gratia payment or paid parental leave set out in those provisions and who has been granted parental leave for a period greater than six weeks will also receive an ex gratia payment or paid leave equivalent to the difference between the employee's salary at the time of ceasing duty and the amount received by the employee under the paid parental leave provisions of the Parental Leave and Employment Protection Amendment Act 2002 for a further period of three weeks or the remainder of the parental leave, whichever is the lesser.

**G.7.7** Payments under clauses G.7.4 and G.7.6 will be made six weeks after the employee returns to duty provided the employee has not given notice to resign during that six week period.

## **G.8 BEREAVEMENT/TANGIHANGA LEAVE**

**G.8.1** An employee will be granted special bereavement leave on full pay to discharge their obligation and/or to pay their respects to a deceased person with whom they have had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a tangihanga (or its equivalent) including attendance at hura kohatu (unveilings), kawē mate (re-enactment of tangihanga) or

maumaharatanga (memorial services).

**G.8.2** In granting time off therefore, and for how long, the employer will administer these provisions in a culturally sensitive manner taking into account:

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

**G.8.3** A decision must be made as quickly as possible so that the employee is given the maximum time possible to make any necessary arrangements. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary.

**G.8.4** If paid special bereavement leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.

**G.8.5** 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 leave granted in terms of the preceding clauses. This provision will not apply if the employee is on leave without pay.

## **G.9 JURY SERVICE LEAVE**

An employee called on for jury service will be entitled to special leave with pay. The employee is to ensure that all fees payable by the court other than for service performed on a weekend or rostered day off are paid to the employer. The employee may retain any expenses payments.

## **SECTION H: RETIREMENT**

**H.1** The employer and the employee agree that retirement means permanently withdrawing from the regular paid workforce.

These provisions will not exclude retired employees from being employed in the University on a fixed term basis.

**H.2** The employee is required to give three months written notice of intention to retire and to declare any planned future employment.

**H.3** Where retirement is approved in terms of clause H.1 (such approval not to be unreasonably withheld), employees who have 10 years or more University service are eligible for a retirement allowance calculated in accordance with the following scale:

After 10 years service	-	3 months salary
After 12 years service	-	4 months salary
After 15 years service	-	4.5 months salary
After 17 years service	-	5 months salary
After 20 years service	-	6 months salary

**H.4** Previous continuous service in New Zealand universities will be recognised for the purpose of calculating retirement allowances.

**H.5** Employees employed in the School of Education immediately prior to 1 October 1991 and who were original parties to the School of Education Academic Staff Collective Employment Contract with a term

of 1 February 1993 to 31 August 1994, will have continuous service prior to 1 February 1993 with the School of Education and the former Hamilton Teachers College recognised for the purposes of calculating retirement gratuity entitlement up to a maximum of five years service.

- H.6** A University retirement allowance is not payable to a staff member who takes study leave which extends into the two years before the retirement date.
- H.7** If the employee wishes, the retirement allowance may be converted to retirement leave. Retirement leave does not count as service; service for retirement leave purposes is calculated up to and including the last day of work plus any annual leave due.

## **SECTION I: GENERAL PROVISIONS**

### **I.1 PAYMENT OF SALARIES**

Payment of all employees shall be by way of direct credit to a bank account, fortnightly.

### **I.2 DEDUCTION OF UNION FEES**

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 the TEU and shall remit such deductions to the TEU.

### **I.3 SAVINGS**

**I.3.1** Clause I.3.2 will apply only to staff employed in the School of Education prior to 1 October 1991 and who were original parties to the University of Waikato School of Education Academic Staff Collective Employment Contract in force 1.2.93 to 31.8.94. The employees concerned were listed in Schedule A to that Contract.

**I.3.2** In terms of clause F.8 of this Agreement payment will be made as follows:

- (a) for up to two years' continuous service - six weeks.
- (b) for each additional six months continuous service or part thereof - one week up to a maximum of 44 weeks.
- (c) the maximum payment will be 50 weeks.

### **I.4 WORKLOAD**

**I.4.1** The employer recognises the need for all staff to have fair, safe, healthy and equitable workloads, while acknowledging the cyclical variation of academic responsibilities and operational needs.

**I.4.2** Transparent workload measurement and allocation policies and processes will pay particular regard to overall workload levels and their spread across time, issues of equity, and distribution across the range of staff in different academic groups. Operational responsibility and identification of workload norms rests with departments and other academic units, subject to the oversight and monitoring of the relevant Dean. In taking into account operational needs individual circumstances will as far as possible be considered. Workload allocation should also take into account the varying requirements of differing teaching technologies and teaching on more than one campus.

**I.4.3** Chairpersons or equivalents will develop, in consultation with the employees concerned, by the end of November of each year the likely composition of workloads for the following year. Workload allocations will be finalised when student enrolments are known.

**I.4.4** Factors to be taken into account having regard to the particular responsibilities of the employee's role and any relevant position description, may include but are not necessarily limited to: teaching, supervision, assessment, examining, scholarship, research, student mix, administration, management, and external/community activities undertaken as a University employee.

**I.4.5** Employees who are concerned about perceived workload inequities will raise the matter in the



first instance with their chairperson and every attempt will be made to resolve the matter within the department/unit. If a resolution cannot be reached, the matter will be referred to the relevant Dean who will make a decision after appropriate consultation.

## **I.5 EQUAL EMPLOYMENT OPPORTUNITIES**

The provisions of section 77D of the State Sector Amendment Act 1989 will apply. The relevant section of the Act is attached in Appendix C.

## **I.6 PROFESSIONAL FEES AND REGISTRATIONS**

Where the employer requires an employee to have a professional membership or registration in order to perform their job, the cost of such membership or registration will be met by the employer.

## **I.7 TIKANGA MĀORI/TE REO MĀORI SKILLS**

Where employees are called on by the employer to use tikanga Māori or te reo Māori skills in circumstances outside of their job requirements and where such duties are above and beyond the normal job requirements of the employee, the employer may recognise such contributions by way of financial recognition or some other agreed manner.

## **I.8 MOTOR VEHICLE EXPENSES**

A motor vehicle allowance will normally only be paid for short local trips, where the hire of a rental car would be clearly inappropriate. Where the use of a private vehicle for official business has been approved, the employee will be paid a vehicle allowance of 77 cents per kilometre except where the nominal cost of a rental car or the equivalent air fare would have been less (at current rates available to the employer and promulgated annually). Reimbursement will then be at the nominal rental car rate plus a fuel consumption allowance per km travelled or at the equivalent air fare, whichever is the lower. The fuel consumption allowance rate will be calculated annually based on current market rates.

## **I.9 HEALTH AND SAFETY**

**I.9.1** The University will encourage safe work practices which will include employee representatives. For employees using VDUs The Guidelines for using computers 2010 for VDUs shall apply.

The employer has health and safety policies and procedures that promote healthy and safe working practices and comply with the employer's obligations to provide a healthy and safe work environment for employees.

Employees will work and act at all times in ways that comply with the employer's requirements in respect of occupational health and safety.

### **I.9.2 Protective Clothing:**

- (a) Where necessary suitable protective clothing, footwear, safety spectacles and equipment will be provided by the employer and the employee instructed in their use.
- (b) Where justified prescription hardened lenses will be provided by the employer. Should a change in prescription require a change of lenses, then the employer will pay the difference in cost between normal and hardened lenses plus the cost of standard safety frames if required.
- (c) Laundering or dry cleaning of all protective clothing will be the responsibility of the employer and will be carried out on a regular basis.
- (d) An employee suffering damage to clothing while wearing protective clothing will be financially reimbursed for the damage.
- (e) The employer will take all reasonably practicable steps to ensure that the employee is instructed in the use and need for safety clothing and equipment.

- (f) The employee will be under an obligation to make use of safety clothing and equipment provided by the employer. Repeated failure to do so will constitute misconduct.

### **I.9.3 New Technology**

When new or updated technology is introduced into a workplace, it will be the responsibility of the employer to provide appropriate and, if necessary, ongoing training to the employees directly affected. Such training will include any health and safety implications or information that will enable employees to operate the equipment without discomfort and will help maintain their general well-being.

## **I.10 CODE OF CONDUCT AND CODE OF ETHICS**

The Staff Code of Conduct is attached as Appendix B.

## **I.11 RECOGNITION OF UNION RIGHTS**

The Employer will recognise the right of the TEU to represent any employee(s) who initiates a personal grievance or dispute, subject to the union having established its authority to represent the employee(s) concerned. Such authority can be established within union membership provisions or by other means.

## **I.12 UNION MEETINGS**

**I.12.1** The parties recognise the roles of union delegates and similar union positions and the time sometimes needed to undertake these functions in the workplace or at the national level. Requests for time are subject to operational requirements but will not be unreasonably withheld.

**I.12.2** The employer will allow every employee covered by this Agreement to attend on ordinary pay up to four meetings per year, to a maximum of four hours per year, with no single meeting to exceed two hours, provided that:

**I.12.3** The TEU will give the employer at least 14 days notice of the date and time of any meeting to which subclause I.12.2 applies.

**I.12.4** The TEU will make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.

**I.12.5** Work will resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any union member for a period greater than two hours in respect of any meeting.

**I.12.6** Only union members who actually attend a union meeting will be entitled to pay in respect of that meeting and to that end the TEU will supply the employer with a list of members who attended and will advise of the time the meeting finished.

**I.12.7** Clauses I.12.2 to I.12.6 are inclusive of any entitlement under the provisions of the Employment Relations Act 2000.

## **I.13 REPRESENTATIVES EDUCATION LEAVE**

**I.13.1** TEU representatives will be granted Representatives Education Leave allocated on the basis of 3 days per year per representative. The total allocation of leave available under this provision will be based on one day per year per 10 full-time equivalent employees covered by this Agreement.

**I.13.2** Representatives Education Leave will be granted providing operational requirements are not

unduly disrupted, to allow participation in education courses, subject to the TEU giving the employer not less than three weeks' notice of such a course. The employer will advise the TEU not less than two weeks prior to a course whether or not the leave has been granted. Leave approved will be paid at the ordinary rate of pay.

**I.13.3** The above provisions are inclusive of any entitlement under the provisions of the Employment Relations Act 2000.

**I.14 RIGHTS OF ACCESS**

Subject to the Employment Relations Act 2000, any authorised officer of the TEU will be entitled at all reasonable times to enter the premises for purposes related to the employment of their members or union business or both.

**I.15 DISPUTES AND GRIEVANCES**

Resolution of any dispute or grievance will be determined in accordance with the procedures set out in the Employment Relations Act 2000. An explanation of the procedures for resolving employment relationship problems and personal grievances is attached to this agreement as Appendix A.

**I.16 VARIATIONS**

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

**I.17 TERM OF AGREEMENT**

This agreement will come into force on 1 July 2014 and will continue in force until 30 June 2016. The salary rates will remain effective until 1 October 2016.

**The following are the parties to the University of Waikato Academic Staff Collective Employment Agreement**

**The University of Waikato**

Signed on behalf of the Vice-Chancellor

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**Carole Gunn**  
**Head, Human Resource Management Division**  
**The University of Waikato**

**The Tertiary Education Union**

Signed on behalf of TEU

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**Nanette Cormack**  
**Deputy Secretary**  
**Tertiary Education Union**

## APPENDIX A

### Procedure for Resolving Employment Relationship Problems and Personal Grievances

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 and the campus unions have agreed on the following procedure and wish to draw it to the attention of all existing staff.

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 your employment relationship with the University except matters relating to the fixing of new terms and conditions of employment.
2. If you believe there is a problem with your employment relationship with the University, you should tell your manager, either personally or through your union or other representative, as soon as possible that:
  - there is a problem; and
  - the nature of the problem; and
  - what you want done about the problem.
3. If for any reason you feel unable to raise the matter with your manager, other suggested contacts are Deans/Heads or the Head or staff of the Human Resource Management Division.
4. In the case of a personal grievance, you must raise the matter with the employer within 90 days of the grievance occurring or coming to your notice, whichever is the later. A written submission is preferable but not necessary.
5. You have the right to seek the support and assistance of your union or representative or information from the Ministry of Business, Innovation and Employment Mediation Service.
6. We will try to resolve the matter through discussion with you and/or your union or representative.
7. If the problem cannot be resolved through discussion, then either you or the University can request assistance from the Ministry of Business, Innovation and Employment which may provide mediation services.
8. If the problem is not resolved by mediation, you 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 you or the University to the Employment Court.

## APPENDIX C

### New Zealand Legislation State Sector Act 1988

#### 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, 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.

Section 77D: inserted, on 1 October 1989, by section 3 of the State Sector Amendment Act 1989 (1989 No 67).

Section 77D(2): repealed, on 25 January 2005, by section 15 of the State Sector Amendment Act (No 2) 2004 (2004 No 114).

Section 77D(3): repealed, on 25 January 2005, by section 15 of the State Sector Amendment Act (No 2) 2004 (2004 No 114).

Section 77D(4): repealed, on 25 January 2005, by section 15 of the State Sector Amendment Act (No 2) 2004 (2004 No 114).