ACADEMIC STAFF COLLECTIVE AGREEMENT

20 December 2013 – 30 June 2015
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ACADEMIC STAFF COLLECTIVE AGREEMENT
20 December 2013 – 30 June 2015

BETWEEN
The Vice-Chancellor, The University of Auckland (the "Employer")

AND
The New Zealand Tertiary Education Union Inc ("TEU"), the union authorised to act on behalf of the employees who are parties to this collective agreement, and employees who are covered by the Coverage Clause and who are members of TEU.

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

General

1 COVERAGE
The parties to this agreement are the Vice-Chancellor of The University of Auckland and TEU. This agreement shall apply to and bind:

a) the parties, and

b) those staff (other than casual staff; Post Doctoral Fellows; honorary, visiting or adjunct academic staff; medically qualified staff; veterinarian and dental staff; Deans; DVC’s, PVC’s, or other similar positions) who are employed by the employer in the following occupations and who have authorised TEU to negotiate on their behalf:

Part I Lecturer, Senior Lecturer, Associate Professor, Professor, Tutor, Senior Tutor, Research Fellow, Senior Research Fellow

Part II Graduate Teaching Assistant, Teaching Assistant

Part III Professional Teaching Fellow, and

c) new and other employees who join TEU during the term of this collective agreement and who are covered by b) above.

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.

Casual Employee – An employee engaged on an hourly basis with no commitment from either party as to an ongoing employment relationship. Casual employees are paid on an hourly rate calculated at the appropriate salary level.

The employer shall offer to current employees not party to this agreement at its date of commencement and new employees who are appointed during the term of this agreement the opportunity to become a party to this agreement.

2 DEFINITION
The term ‘Head of Department’, or ‘HoD’, shall include Head of School, Head of Centre, Director, or other person as delegated by the Vice-Chancellor or Dean.

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

4 TERM OF THE COLLECTIVE AGREEMENT
This collective agreement comes into force on 20 December 2013 and expires on 30 June 2015.
5 UNION RIGHTS

5.1 Union Fee Deductions

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 TEU, as appropriate, in a manner agreed upon between the employer and TEU.

5.2 Union Meetings

5.2.1 Subject to the following clauses the employer shall allow every employee covered by this collective agreement who has nominated TEU as their bargaining agent to attend on ordinary pay up to two meetings (each of a maximum 2 hours duration) with TEU in each year.

5.2.2 TEU shall give the employer at least 14 days’ notice of the date and time of any meeting to which 5.2.1 applies.

5.2.3 TEU shall 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.

5.2.4 Work shall 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.

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

Signed on behalf of

The Vice-Chancellor of The University of Auckland: 

[Signature]
Date: 20/12/2013

Signed on behalf of

The NZ Tertiary Education Union Inc:

[Signature]
Date: 21/1/14
ACADEMIC STAFF COLLECTIVE AGREEMENT
20 December 2013 – 30 June 2015

Part I

Lecturer, Senior Lecturer, Associate Professor, Professor, Tutor
Senior Tutor, Research Fellow, Senior Research Fellow
(excluding Graduate Teaching Assistant, Teaching Assistant and Professional Teaching Fellow)


1  APPLICATION

1.1 Existing Permanent Employees
The employer and the employee agree that the terms and conditions contained in this Agreement will apply to the employee instead of, and to the exclusion of, the terms and conditions applying before the date on which this Agreement comes into force.

1.2 New Employees
The employer agrees to employ new employees in accordance with the terms and conditions contained in this agreement.

2  MUTUAL RESPONSIBILITIES

2.1 During the term of this agreement the employer shall continue to act as a good employer in all dealings with the employee.

2.2 The employee shall during the continuance of the employment:
(a) Diligently and faithfully serve the employer and endeavour to promote and protect the interests of the University, and to act in a collegial manner.
(b) Carry out and comply with all the employer’s reasonable and lawful directions.
(c) Diligently perform the duties as agreed between the employer and the employee, and fulfil obligations to students.

2.3 The employee is responsible to the employer as per Schedule 1.

2.4 The employer recognises that employees covered by this agreement are entitled to participate in the academic governance of the University as provided in this clause, both individually and collectively as members of the union, acknowledging that the University is governed by its Council.

2.5 The employer recognises that such collective participation is particularly important in relation to academic matters, complementary to the role and responsibility of the Senate for academic matters.

2.6 In order to ensure that such collective participation in the academic governance of the University is effective, the employer shall comply with the following participatory processes when reviewing University policies relating to research and study leave, outside activities undertaken by academic staff, and academic grades, standards and criteria:
(a) The employer shall inform the union of its intention to review such policies and enter into discussions regarding the appropriate conduct of the review;
(b) The union shall appoint representative members to participate in the review on behalf of union members and have the right to seek timely advice from the union members they are representing during the course of the review;
(c) Such representatives shall participate collegially and cooperatively in the review.

2.7 The union shall appoint two members (one academic and one professional staff) to the Staff Advisory Committee.

2.8 The employees shall, during the continuance of the employment, comply with all the University’s statutes, guidelines and policies, which may be amended by the employer from time to time either in
accordance with provisions 2.4 to 2.6 above or, in other cases, following appropriate consultation with and on reasonable notice to the union and employees.

3 REMUNERATION
The employer shall pay to the employee a salary in accordance with the remuneration schedule (Schedule 2) and it shall be payable by direct credit transfer in equal fortnightly payments.

Subsequent adjustments to salary are subject to the remuneration schedule, promotion criteria and disciplinary guidelines.

4 TERM OF APPOINTMENT

4.1 Existing Permanent Appointments
Existing permanent appointments shall continue until terminated in accordance with clauses in this agreement pertaining to Retirement, Resignation, Redundancy, or other matters specified under Termination of Employment.

4.2 New Permanent Appointments
New permanent appointments are for an initial term of four years and may be continued thereafter by agreement. The initial term and any continued period are subject to clauses 4.4 and 13.

4.3 Term Appointment
4.3.1 At the time of appointment to a fixed term position, the employer will give the reason for the fixed term nature of the position. Reasons for fixed terms may include:
- the replacement of staff who are on leave
- the trial of an entirely new course of study or programme
- the undertaking of a defined task for short period
- where the position arises in a fixed term funded research project
- the employment of post graduate students and others as teaching assistants, or tutors, etc
- to maintain flexibility in staffing to meet changing student numbers, research funding, etc
- other potential requirements.

4.3.2 In order to reduce the uncertainty felt by employees on fixed terms about the future of their employment, the employer will, where possible, inform such employees about the employment circumstances which will arise at the end of their agreements, including whether:
- the employee is to be offered further employment
- the position occupied by the employee is to be advertised under the State Sector Act
- the employee's employment will cease at the end of the fixed term.

4.3.3 At the conclusion of any specified term appointment, the employer shall not be obliged to further employ the employee and the employee's employment shall cease.

4.4 Retirement
4.4.1 The employee shall give the University not less than 6 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 employment.

4.4.2 Employees may elect to retire on or after their 60th birthday. The employer may at its discretion approve retirement of a staff member who has reached the age of 55 years, or who is aged between 56 and 60 years.

4.4.3 The employer may approve retirement on medical grounds subject to the provision of independent medical reports from two registered medical practitioners, one nominated by the employee and one by the employer. The cost of obtaining the certificates will be met by the employer.

4.4.4 Employees who retire under this clause 4.4 shall be entitled to receive the following payments:

(i) after 10 years continuous service $50 working days
(ii) for each additional complete year up to 25 years 5 working days
(iii) for each additional complete year over 25 years' service 2 working days

The maximum payment shall not exceed 131 working days.
Payment shall be made in one sum on the date of retirement.

For the purposes of the retirement payment, service shall be continuous service at The University of Auckland. In determining the period of service, the employer may deduct periods of leave without pay exceeding three months in total. On the death of an employee, the employer may approve the payment of a cash grant in lieu to the surviving partner or if there is no surviving partner, to dependent children.

Service for the purpose of retirement leave entitlement and calculation means unbroken employment with the University, either full-time or part-time (part time service will be credited on a pro-rata basis, that is, one year at half time will count as 0.5 years), together with any other service which may be recognised for the purpose of a Retirement Payment.

4.4.5 An employee who intends to retire under the terms of this clause may apply for a Phased Retirement Agreement under the terms of University policy. Consideration of any application will be subject to the needs and interests of the University. Any agreement may cover: dates of retirement and any retirement payment; specified and agreed part time and/or fixed term employment; duties; etc.

5 STAFF DEVELOPMENT

5.1 Orientation Programmes
The employer, through the Staff Organisational Development Unit, will provide orientation courses on The University of Auckland, its mission, goals, strategies and the expectation it has of its staff. New employees appointed from outside the University will be expected to attend these courses. A representative from TEU will be included in the presentation. In addition, Faculties, Schools and Departments will provide further induction programmes for all new employees in their area.

5.2 Staff Development Programmes
The employer undertakes to provide staff development programmes in which the employee may participate.

5.3 Performance Review
The employer shall, at least on an annual basis, review either generally or in respect of any particular matter the performance of the employee. Such a review shall have regard to the duties of the employee as set out in Schedule 1. For new employees, a discussion with the Head of Department shall take place within six months of appointment to provide a basis for the development of the employee.

The performance review will take account of the employee’s performance against expected performance.

5.4 Disciplinary Principles
5.4.1 Disciplinary processes shall be undertaken in accordance with the "Disciplinary Guidelines for Academic Staff" University policy (as amended from time to time in accordance with clause 2.8) and the following principles.

5.4.2 Procedural Fairness: The law requires that the employer have good grounds to discipline and/or dismiss and that any disciplinary process be carried out in a procedurally fair manner.

Procedural fairness requires the following:
1. Identification of unacceptable conduct/performance and advice of such to the employee.
2. An informed opportunity for the employee to explain the alleged conduct/performance.
3. An opportunity within a specified time frame for the employee 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, including being active, constructive, responsive and communicative in the employment relationship.
5. That the employee deal with the employer in good faith, including being active, constructive, responsive and communicative in the employment relationship.
6. The employee has the right to representation at all stages in the process.
5.4.3 Definitions

"Misconduct" means

(a) The failure of an employee in their employment to maintain proper standards of integrity, conduct or concern for the public interest or the well being of the students or other employees of the University; or

(b) The failure of an employee to comply with policies, procedures or directions of the University, Academic Head or other persons in authority at the University; or

(c) The failure to maintain adequate standards of performance.

"Serious Misconduct" means misconduct which is so serious that it may warrant summary dismissal and may include but is not limited to, sexual harassment, assault, theft, fraud, misappropriation, deliberate or repeated disregard of health and safety standards, wilful disobedience, deliberate or repeated misconduct, failure to disclose a conflict of interest, breach of the University's policy against harassment, behaviour which leads to significant loss of trust and confidence.

5.4.4 Academic Freedom

The disciplinary procedures shall not be applied to any academic employee as a consequence of exercising their rights and obligations in relation to academic freedom and the critic and conscience of society pursuant to s 161 of the Education Act 1989.

5.4.5 Principles

The following principles will apply wherever practicable to the raising and investigation of conduct and performance matters:

1. Wherever appropriate, any concerns about conduct and performance will be dealt with informally at the first instance.

2. If an investigation is required:
   a. The employee will be fully and fairly informed of the allegation or allegations against him or her.
   b. The person conducting the investigation will investigate fully, fairly and impartially.
   c. All relevant information obtained or notes taken by the person conducting the investigation shall be provided to the employee.
   d. The employee shall be given a full and fair opportunity to respond to the allegation/s against him or her.

3. If a disciplinary meeting is required the employee shall be informed of the disciplinary options prior to the meeting.

4. The employee shall be entitled to be heard as to the penalty, if any, that should be imposed.

5. The employee shall be entitled to raise any matters of mitigation in relation to both the factual findings and the penalty.

In those cases where dismissal is warranted, then the notification of dismissal and the reasons for dismissal shall be provided in writing to the employee.

All warnings must be issued with the approval of a Human Resources practitioner.

Employees shall be advised of their right to challenge any disciplinary decision.

5.5.6 Suspension

Where there is an alleged case of serious misconduct the employee may be suspended on base salary from his or her duties while an investigation is carried out. In addition there may be other exceptional circumstances in which an employee may be suspended with pay. Suspensions without pay will only occur in very rare and exceptional circumstances, such as a police investigation of serious criminality, and cognisant of the presumption of innocence. However no suspension shall be initiated or continued unless it is fair and reasonable for such a step to be taken or continued. Where there is a proposal to suspend an employee, that employee shall wherever practicable have the right to have access to all of the relevant information and an opportunity to be heard before the suspension occurs.
6 LEAVE

6.1 The timing of annual leave and any research and study leave shall be agreed between the employee and the employer (Schedule 3).

6.2 In addition to the public holidays set out in the Holidays Act 2003, the employee shall be entitled to annual leave, sick leave, parental leave and tangihanga/bereavement leave as set out in Schedule 3. Annual leave shall be taken in the year it falls due.

6.3 Research and Study Leave

The provision of research and study leave shall be in accordance with the "Research and Study Leave" University policy which may be amended from time to time by the Employer according to the terms of participation in clause 2.6 and according to the following principles:

(a) Academic employees, having the status of lecturer or above are eligible to apply for Research and Study Leave in accordance with the Research and Study Leave policy.

(b) Research and Study Leave provides relief from teaching and administrative duties and is recognised to be integral to the production of high quality research and research-informed teaching. Research and Study Leave is provided at the discretion of the employer, which shall be exercised fairly and following due process. If a meritorious application is unable to be accommodated at the particular time, such applicants shall have priority consideration subsequently.

(c) Research and Study Leave is a form of service to the University, and as such is granted for those purposes which are consistent with the University's own obligation to further "the advancement of knowledge and the dissemination and maintenance thereof by teaching and research" (University of Auckland Act 1961, s.3(1)). For this reason particular attention is paid to the academic merit of research and other project(s) intended by any applicant for leave.

(d) The granting of research and study leave shall be based on an academic peer review process involving at the least, the Head of Department and Faculty Staffing Committee, who shall make recommendations to the Dean. The staff member may appeal to the Vice Chancellor in accordance with University policy.

(e) The University shall ensure that access to Research and Study Leave is available to research-active academics on a basis that is regular, predictable, and equitable within their academic unit and across the University.

(f) Research and Study Leave shall normally be for a period of one or two semesters, unless the applicant seeks a condensed period of leave, and shall recognise the accumulated service at the University.

(g) The Research and Study Leave policy shall be sufficiently flexible to recognise any special circumstances relating to the individuals' academic employment.

(h) In all cases the University attempts to help staff on approved research and study leave by providing grants-in-aid to the maximum extent that is reasonable in the circumstances.

7 OUTSIDE EMPLOYMENT

7.1 The University encourages activities consistent with its objectives. It understands and accepts that there are many kinds of outside activities (including personal consultancies and entrepreneurial activities) undertaken by members of the academic staff which rely on the special knowledge and expertise of the staff member and which enhance the academic status of the individual concerned and the reputation of the University. The University's Council accepts the value for the University and its staff to be obtained from staff undertaking outside activities, including public service and professional work which is at a high level.
7.2 The employee may undertake a limited amount of professional activity and public service for person(s) and entity(ies) other than the Employer (referred to as "outside activities"), provided the employee complies at all times with the Policy on Outside Activities Undertaken by Academic Staff, which may be amended by the Employer from time to time in accordance with clause 2.6.

7.3 No outside activity may be undertaken which is in competition with any of the employer's activities.

8 COPYRIGHTS, PATENTS AND TRADEMARKS

When an employee during the course of University employment duties makes a discovery, brings about an innovation, or writes computer programmes which may have possibilities for commercial exploitation, the University requires the employee to disclose such to the University by informing Auckland UniServices Limited. An agreement between the employee and UniServices will then be entered into; such an agreement will describe the obligations of the parties and the division of any income and expenditure.

Copyright of journal articles and books, works of art and music are not included in the above requirements and the copyright will remain with the author(s).

9 PAYMENT FROM OTHER PERSON(S)

The employee shall not demand, claim or accept any fee, gratuity, commission, remuneration or benefit from any person or persons other than the employer in payment for any matter or thing concerned with the employee's duties, except with the prior written consent of the employer.

10 PUBLIC COMMENTARY

In recognition of the rights of the public and the right of the employee to academic freedom, employees may enter into public debate and dialogue on matters relevant to their professional expertise and experience.

An employee in commenting on matters of public interest outside his/her particular areas of expertise or responsibility must do so in a private capacity unless he/she has first obtained the specific approval of the employer through the appropriate head of department or section.

11 EMPLOYEE NOT TO BIND EMPLOYER

Except for the delegated duties specified in Schedule 1, the employee shall not at any time enter into any contract with any person, company or corporation that shall purport to bind the employer in any manner whatsoever without written authority from the employer. The employer shall not be bound by any contract entered into without its written consent or delegation.

12 TUITION FEES

12.1 Where the employee holds a University funded appointment as a full-time permanent or temporary full-time staff member appointed for a minimum period of 12 months and is enrolled for a degree or diploma course within the University relevant to the staff member’s work, he/she may claim payment for tuition fees for up to two courses per annum or the equivalent of 30 points in total in accordance with the financial provisions determined by the employer. Alternatively for a full-time academic staff member enrolled for a PhD, the University will pay the PhD Tuition Fee for a maximum of six years. Tuition Fees for enrolment in EdD, DOCFA, DMus, DMA will be considered by the Employer as for PhD enrolments.

Where the employee holds a part-time appointment for a minimum period of 12 months the employee may claim payment of tuition fees in the same proportion that the appointment bears to full-time, eg. a half-time appointee may claim half of the full-time fees remission.

12.2 Payment of tuition fees for an employee holding an appointment funded by an outside organisation eg. H.R.C, will be subject to the financial provisions of the grant supporting the appointment.

12.3 Fees for staff attending Centre for Continuing Education courses which will benefit their Department may, subject to the approval of the Head of Department, be paid from departmental funds.
13 TERMINATION OF EMPLOYMENT

13.1 The employer shall continue to employ the employee and the employee shall continue to serve the employer under the conditions of employment as prescribed in this Agreement and Schedule 1 until the employment is terminated, comes to an end, or the employee sooner retires or resigns.

13.2 The employment may be terminated forthwith by the employer without prior notice if the employee shall at any time:
- be guilty of serious misconduct; or
- be convicted of any criminal offence other than an offence which in the reasonable opinion of the employer does not affect fulfillment of duties with respect to the employer.

13.3 The employee may be dismissed with one month's notice if the employee proves to be incompetent through the normal standard of inquiry required of the employment relationship or if the employee shall breach any of the terms of this agreement in any material respect or continuously neglect his/her duties.

13.4 The employee may be dismissed with one month's notice if the employee becomes incapacitated or of unsound mind and unable to perform the required duties. The employer may require the employee to seek medical certificates from two medical practitioners. The University will reimburse the employee for the costs of examination.

13.5 Any action taken under clauses 13.2 or 13.3 will comply with the provisions of the Disciplinary Guidelines for Academic Staff.

13.6 The employee may terminate this agreement upon six months' notice in writing, or upon some other mutually acceptable period of notice.

13.7 The procedures for continuation are covered by the Continuation policy. The Disciplinary Guidelines do not apply to the consideration of continuation of initial agreements.

Where disciplinary action is warranted during the initial term of employment or any extension of the initial term, the Disciplinary Guidelines shall apply.

13.8 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.

14 REDUNDANCY

In the event that a redundancy situation should arise for any member of TEU covered by this agreement, the provisions of Schedule 4 shall apply.

15 REFUND OF APPOINTMENT EXPENSES

Where the employee has received reimbursement of expenses in order to take up his/her appointment (including relocation expenses, fares, travel, removal expenses, accommodation, etc) and the employee resigns before completing three years' service, a pro-rata refund of such expenses shall be made by the employer. The Employer may deduct all or part of such amount from the employee's pay.

The University may, at its option, partly or fully waive any refund of employment expenses obligations where a resignation is in the academic interests of the University, or where there are extraordinary health circumstances.

16 SUPERANNUATION

University employees may belong to the New Zealand Universities Superannuation Scheme, in accordance with the provisions of that Scheme, or where the employee is a contributor to the Government Superannuation Fund, the University will continue to make contributions to the Fund. Members are bound by the provisions of the Fund.

17 CAREER MANAGEMENT

In the event that the personal career needs of the employee are such that the employee wishes to consider possible agreed options related either to reducing the level of the responsibilities of the grade and/or position held, or to the time commitment to the University, the employee may discuss these needs with their HoD and/or Dean and/or Director of HR and/or union representative. Such discussions shall be in confidence and shall not be used to disadvantage the employee's future employment with
the University. The University will take such reasonable steps as it is able operationally, to consider and where possible mutually agree to provide a reduction in the demands on the employee with a commensurate and agreed reduction in remuneration.

The parties' attention is drawn to the potential of such arrangements to affect defined benefit entitlements under such superannuation plans. It is the responsibility of the employee to ensure that this matter is properly considered.

18 FIELD WORK
The employer shall provide an employee who undertakes fieldwork with relevant equipment and special clothing which shall remain the property of the employer, provided that the employer may agree to an allowance, in lieu of the provision of such equipment and clothing, of up to $21.05 per day, depending on the equipment supplied by the employee. During a field trip or expedition, the employer shall provide the employee with suitable food and transport or reimburse the employee for such costs on an actual and reasonable basis. An employee on a field trip shall be provided with accommodation of a standard appropriate to the circumstances. Where fieldwork is undertaken as part of a research programme, that programme shall meet these costs.

19 INSURANCE OF WORK-RELATED BELONGINGS
The employer shall reimburse the employee for the replacement cost of any of the employee's work-related belongings (such as books, manuscripts, musical instruments and software) located in University offices which are damaged by fire, subject to each employee providing the employer with an inventory no later than 31 January each year. Any item over $5,000 in value must have an independent valuation certificate. The employee shall meet the first $500 of any claim.

20 HEALTH AND SAFETY
The parties are committed to achieving excellence in the management of health and safety in the workplace. Both the employer and the employees shall comply with their obligations under the Health and Safety in Employment Act 1992 and associated legislation. This includes the employer and the employee taking all practicable steps to ensure a safe and healthy workplace.

21 EMPLOYMENT RELATIONSHIP PROBLEMS
The provisions of Schedule 5 will be followed in the case of Employment Relationship Problems.

In the event of a dispute or personal grievance, the views of staff, students and of any agency to which the employer provides services, where appropriate, shall be sought.
Schedule 1: DUTIES SCHEDULE

1.0 SCHEDULE OF DUTIES

1. All academic staff report to the Vice-Chancellor through their Dean of Faculty and Head of Department, School or Centre, as the case may be.

2. Academic staff in the grades of Lecturer, Senior Lecturer, Associate Professor and Professor are employed to:
   (i) engage in research and publication within the field of their appointment;
   (ii) conduct research-informed teaching in accordance with their share of the Department, School or Centre’s teaching programme;
   (iii) engage in service to the department, faculty, University, discipline and/or community which is related to the employee’s employment.

3. Academic staff in the grades of Senior Tutor are employed to:
   (i) conduct research-informed teaching in accordance with their share of the Department, School or Centre’s teaching programme;
   (ii) contribute to the administration of their Department, School or Centre, participate in Faculty governance and support certain University-wide administrative functions such as graduation.

4. Academic staff in the grade of Tutor are employed to
   (i) participate in teaching activities such as tutorials, provide assistance with the organisation and delivery of large classes, undertake laboratory, studio or field work supervision and instruction, be available for student consultation, mark course assignments, etc. They may give the occasional lecture but are not expected to have full course control or to give the majority of lectures in a given course
   (ii) contribute to the administration of their Department, School or Centre, and support certain University-wide administrative functions such as student orientations.

5. A Professor who holds a Chair within a Department may be asked from time to time to undertake the duties of Acting Head of the Department. All Professors are eligible to serve (and may be required to serve) a term as Head of the Department to which they are appointed notwithstanding that they may have already served one or more such terms.

6. Research Fellows and Senior Research Fellows are employed to plan, supervise and conduct research. In terms of Schedule Two, they shall be treated as Lecturers and Senior Lecturers respectively although the employer may promote Senior Research Fellows to the pay grade of Associate Professor.

7. Staff in the grades of Research Fellow and Senior Research Fellow may be required to undertake teaching and supervision of graduate students within their own research specialism.

8. An Academic member of staff employed under Part I of this agreement in a position which is not included in this Schedule shall be assigned to an appropriate point on the salary scale in Schedule 2

2.0 PRINCIPLES OF WORKLOAD
These are to be applied in accordance with the principles outlined in The University’s current mission and goals.

1. The University will work to ensure both the quality of teaching and the freedom of academics to work with their HoD in allocating time to:
   - teaching
   - research
   - service
   - annual leave
   - research grant needs
   - planned research and study leave.

The HoD and departmental staff as a whole will determine norms of workload taking into account patterns of workload of the past few years, and the Deans will review and approve these norms in consultation with HoDs.

2. Where academic staff members are employed over 12 months, five weeks will be provided as annual leave. Annual leave will be scheduled in accordance with the principles of Schedule 3, taking into consideration the staff member’s personal and family needs.
3. Individual academic staff contribute in differing proportions in terms of teaching, research and service. The proportions will be reviewed annually after consultation and negotiation with each academic staff member, and will take into account achievements and plans in teaching/research/contributions to the discipline/University/community, research grant needs for managing changes in teaching loads, and the staff member’s career development.

The outcome of this consultation and negotiation process is that there is mutual agreement between each HoD and staff member, such agreement not to be unreasonably withheld by either party.

The University will pay attention to setting a fair and equitable workload amongst academic staff over the full calendar year.

4. The University’s teaching needs may occur at any time during the calendar year, including Summer School and Semesters 1 and 2. This needs to be recognised by HoDs in considering individual workloads which should not be increased over the norms agreed under clause 1.

In the absence of departmental norms and when setting annual teaching workloads that include summer school, the HoD will take into account recent teaching workloads over semester 1 and semester 2 as a guide.

Where a staff member takes on summer school responsibilities, the HoD will ensure that the staff member has sufficient time available throughout the year to engage in research and scholarship as required by their agreements.

In the event that staff member(s) are concerned about the allocation of workload by the HoD, the staff member(s) may discuss these concerns with the Dean with the objective of ensuring fairness and equity of workload.

5. Where the University has a need to set teaching hours in evenings, weekends, or summer, the University will work with staff to understand their preferences, and will take into account the personal and family needs of staff when reviewing the options available. Such teaching arrangements will be with the agreement of the staff member, such agreement not to be unreasonably withheld.

6. Where a staff member teaches off their normal campus, the University will take account of the consequential workloads required of the employee which shall be considered as part of the teaching and administrative workload.

The University will take into account the personal and family needs of the employee and any transport issues. All reasonable costs will be reimbursed.

Such teaching arrangements will be with the agreement of the staff member, such agreement not to be unreasonably withheld.

7. Where it is agreed between the staff member and HoD that the total workload is extraordinary in nature, a VSP will be offered. The VSP will be set in relation to base salary and should take into account the magnitude of the total workload.
## SCHEDULE 2: REMUNERATION SCHEDULE

### 1.0 SALARY SCALE FOR ACADEMIC STAFF
(Excluding medically qualified staff on Individual Agreements)

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Progression within grades:

Tutors
Advancement to the next step in the grade shall occur after 12 months on the previous step.

Lecturers and Senior Tutors (to ST7)
Advancement to the next step in the grade shall occur after 12 months on the previous step.

Senior Tutors (ST7 to ST8)
Advancement across the bar at step ST7 shall be the decision of the employer.

Senior Tutors (ST8 to ST10)
Advancement to the next step in the grade shall occur after 12 months on the previous step, subject to a statement of satisfactory performance in accordance with the Schedule of Duties (Schedule 1) signed by the HoD and Dean. Where approval is withheld the staff member must be provided with details of the unsatisfactory performance and remedial action agreed.

Senior Lecturers
Except for crossing the bar at step 5, advancement to the next step in the grade shall occur after 12 months on the previous step, subject to a statement signed by the HoD and Dean confirming satisfactory performance in accordance with the Schedule of Duties (Schedule 1) and the standards and criteria contained in the 'Academic Grades - Standards and Criteria' HR Policy ("Criteria Policy").

Where approval is withheld the staff member must be provided with details of the unsatisfactory performance and remedial action agreed. Advancement across the bar at step 5 shall be the decision of the employer.

Associate Professors and Professors
Salary progression will be according to the Associate Professor and Professor Salary Progression HR Policy (which will only be varied by the University after consultation with TEU) and will be based on: evidence of achievement against the criteria and standards required for the grade; the advice of the HoD and Dean; and on such other advice and evidence as appropriate. If requested, the staff member will be provided with feedback on the decision.

Research Fellows, Senior Research Fellows
Refer to clause 1.6 of Schedule 1.

2.0 VARIABLE SUPPLEMENTARY PAYMENTS
The employer may award a payment in addition to salary on the grounds of recruitment or retention problems; or to recognise special administrative responsibilities, such as Head of Department responsibilities taking into account that all Professors are eligible to serve (and may be required to serve) as Head of Department.

The supplement may be payable indefinitely or for a specified period, or for the period during which the employee continues to assume the special responsibilities.

The continuing payment of the supplement is subject to the annual performance review.

3.0 PROMOTION CRITERIA
Academic Grades, Standards and Criteria Principles
Appointments to, and advancement within and between, academic grades shall be in accordance with the "Academic Grades – Standards and Criteria" HR Policy dated June 2007, which may be amended from time to time by the Employer according to the terms of participation in clause 2.6 and according to the following principles:

1. Judgments on permanent appointment, continuation and promotion are made by committees of academic peers through a process designed to enable fair and consistent application of standards and shall reflect expectations appropriate to the particular terms of employment of the individual.

2. Normally there are three broad areas of contribution which are considered in assessments for appointment, continuation, promotion, or academic performance reviews:

   (i) Contributions to teaching (experience and achievement in teaching);
(ii) Contributions to research and/or scholarship and/or artistic activity or professional activity.

(iii) Contributions to the University in institutional planning, governance, leadership and operations and/or to the discipline and/or the community.

In the case of the Faculty of Medical and Health Sciences, contributions to clinical practice will form a fourth broad area, where relevant.

3. The criteria for performance in relation to the areas of contribution in clause 2 of Schedule 1 shall:

(i) Be consistent with the qualitative and quantitative norms that apply for their discipline in peer universities, and be applied using evaluative judgment of peers in the relevant academic discipline;

(ii) Reflect the diversity of academic roles, responsibilities and contributions within their academic unit and to the University;

(iii) Reflect the University's statutory obligations under the Education Act 1989 in relation to research-informed teaching, academic freedom and the critic and conscience of society;

(iv) Address the University's equity and Treaty of Waitangi obligations;

(v) Recognise the public good responsibilities of academics, relevant to their discipline; and

(vi) Not include individual performance in the PBRF.

4. To be appointed to or continued in an academic grade, the staff member must, on objective evidence, demonstrate achievement or ability of a kind appropriate to the grade to which they are seeking appointment or continuation.

5. Promotion of academic staff is designed to recognise and reward sustained performance. To be promoted, staff members must, on objective evidence, be able to perform at an advanced level at their current grade and demonstrate achievement or ability of a kind appropriate to the grade to which they are seeking promotion.

3.1 PROMOTION TO THE RANK OF ASSOCIATE PROFESSOR

3.1.1 Applicants for promotion to Associate Professor will be considered solely on the standards and criteria contained in the Criteria Policy. Eligibility for promotion is not restricted by any specific length of employment requirements.

3.1.2 Quality of scholarship and general standing in the subject and, where appropriate, professional contributions will be attested by referees outside the University of Auckland who will themselves be people of distinction in the subject. The University will appoint referees based on those nominated by the candidate and those nominated by the University. The University may make such additional enquiries as it wishes.

3.1.3 Referees' reports will be the private documents of the Faculty Staffing Committee and University Academic Staffing Committee and will not be communicated to the candidate.

3.1.4 The Head of the Department will be asked to report on the candidate's powers and record as a scholar and teacher and on contributions to the University, profession and the community, and to add any appropriate general comment upon the application. The HoD may consult with appropriate persons.

3.2 PROMOTION OVER THE BAR IN THE SENIOR LECTURERS' SCALE

3.2.1 Promotion over the Bar will be subject to the standards and criteria in the Criteria Policy.

3.2.2 The Head of Department will be asked to report in detail on the candidate's record as a scholar and teacher, to comment on contributions to the University, profession or community, and to add any appropriate general comment on the application. The HoD may consult with appropriate persons.

3.3 PROMOTION TO THE STATUS OF SENIOR LECTURER

3.3.1 A Lecturer will be considered for promotion to Senior Lecturer according to the standards and criteria in the Criteria Policy.

3.3.2 The Head of Department will be asked to report on the candidate's record as a scholar and teacher, to comment on any contributions to the University, profession or community, and to add any appropriate general comment on the application. The HoD may consult with appropriate persons.
3.4 PROMOTION OVER A BAR IN THE SENIOR TUTORS' SCALE
3.4.1 A Senior Tutor will be considered for promotion over a bar where a satisfactory case can be made on contribution to the department in teaching and administration and/or service. The Faculty Staffing Committee in particular will look for evidence of teaching ability and administration and/or service. Contributions to the achievement of the University's EEO and EEdO objectives, eg. as mentor, role model, adviser, may be taken into account. Current research achievement may also be taken into account where applicable.

3.4.2 The Head of Department will be asked to report on the candidate's contribution to the department in teaching and administration and/or service, and to add any appropriate general comment on the application. The HoD may consult with appropriate persons.

3.5 PROMOTION TO THE STATUS OF SENIOR TUTOR
3.5.1 A Tutor will be considered for promotion to Senior Tutor where a case can be made on contribution to the department in teaching and administration and/or service and the needs of the Faculty and the University. The Faculty Staffing Committee in particular will look for evidence of teaching ability and administration and/or service. Contributions to the achievement of the University's EEO and EEdO objectives, e.g. as mentor, role model, adviser, may be taken into account.

3.5.2 The Head of Department will be asked to report on the candidate's contribution to the department in teaching and administration and/or service, and to add any appropriate general comment on the application. The HoD may consult with appropriate persons.

4.0 TRANSFER TO LECTURER GRADE FROM SENIOR TUTOR GRADE
A Senior Tutor may apply for appointment to the Lecturer or Senior Lecturer grade, on the equivalent salary step. Applications will be considered by the Faculty Staffing Committee using the standards and criteria that prevail for appointment to the grade sought, and after taking into account the needs of the University.

5.0 SPECIAL SALARY INCREMENTS
5.1 Applications for a special salary increment will be considered by the Faculty Staffing Committee and will be granted where it is satisfied that a staff member has shown evidence of exceptional achievement, or where there is a clear anomaly with other staff with similar qualifications and experience.

5.1.1 The Head of Department will be asked to comment in detail on the application and to add any appropriate general comment. The HoD may consult with appropriate persons.
1 Introduction
Apart from Annual Leave, academic staff are expected to carry out teaching, research and administrative duties and to be reasonably accessible in normal working hours to colleagues and students. Staff absent from their normal place of work are expected to provide the Departmental/School Office with a contact address/phone or fax number for the period of their absence.

2 Annual Leave
2.1 Academic staff are entitled to, and expected to take, five (5) weeks annual leave per year of continuous service, free of University duties. Annual Leave should be taken by agreement with the Head of Department/Director of School and should normally be arranged out of teaching time. Staff are expected to make Annual Leave arrangements with their Head of Department/Director of School as far as possible in advance of the proposed period of absence. When a Head of Department or Director of a School wishes to take Annual Leave, the Dean of the Faculty should be notified of the dates and who will be looking after the affairs of the Department during the Head’s or Director’s absence. Heads of Department are required to keep records of annual leave taken by staff.

2.2 The employer may require the employee to take annual leave on Easter Tuesday and the last weekday before Christmas.

3 Leave of Absence
a) Grounds for which Leave of Absence may be considered are:
   - attendance at a conference,
   - research related field work, including supervision of graduate students,
   - research activities,
   - undertaking an approved professional activity,
   - compassionate grounds.

b) The Head of Department/Director of School should keep a note of contact addresses and phone/fax number and record approvals that have been given.

c) Leave of Absence requires the approval from the Head of Department/Director of School. Where there is a need to extend a Leave of Absence, the HoD must be advised as soon as practicable.

d) Absences of up to two weeks require approval of the Head of Department/Director of School.

e) For absences exceeding two weeks, approval must be given by the Dean, on the recommendation of the Head of Department. Application forms are available from the Faculty Office.

f) Leave of Absence of more than three weeks at any one time during teaching time is unlikely to be approved unless an especially strong case is made. Staff wishing to apply for periods of more than four weeks will be expected to utilise their Research and Study Leave entitlement by taking Condensed Leave or else to take Leave Without Salary.

4 Leave Without Salary
All requests for Leave Without Salary must be approved by the Dean, on the recommendation of the Head of Department. Where the leave is for an extended period the Dean will need to be satisfied that the teaching in the department will not be adversely affected. The maximum period for which Leave Without Salary will be approved is two years, except that in exceptional cases, where there are strong academic reasons and support from the Head of Department, consideration may be given to extending this to three years.

Note: A copy of all Leave Without Salary approvals must be forwarded to the HR for payroll action.

5 Sick Leave
Members of staff are responsible for informing their HoD when they are off sick.

Where a member of staff is absent for more than a week because of illness, the Head of Department should notify HR. If it appears that the period of absence is likely to extend beyond three weeks, application for sick leave should be made to HR. The application should include a medical certificate. Each case will be considered as it arises and a recommendation made as to the amount of sick leave to be approved and whether it should be with or without salary.
6 **Parental Leave**

Parental Leave is administered in accordance with the Parental Leave Act. Details are available from HR.

Special Paid Parental Leave 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 9 weeks Special Paid Parental Leave, between them, and they may choose who will receive it.

7 **BEREAVEMENT/TANGIHANGA LEAVE**

a) An employee shall be granted bereavement leave on full pay to discharge obligations and/or to pay respects to a deceased person with whom he/she has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent).

b) 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.

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

d) 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.
SCHEDULE 4: REDUNDANCY PROVISIONS

(a) Where the employer carries out a review or restructure of any of the positions covered by this agreement, and such a review or restructure has the potential to affect the job security of any employee covered by this agreement, the employer will enter into a process of consultation with the union(s) and the affected employee(s). Such consultation shall commence as early in the process as possible, and at least 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) and employees(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.

Nothing in this appendix applies to casual employees.

(b) The University’s approach to surplus situations shall be to explore the possibility of using redeployment, retraining and/or early retirement. Where reasonable efforts to place surplus staff through these options prove unsuccessful redundancy provisions may be invoked.

(c) Employees shall receive not less than six months’ notice of the termination of their employment by reason of redundancy, or such shorter or longer period as may be agreed between the employee and the University. They shall have the option to work out their notice where that is practicable.

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.

(d) An employee who has been given notice of redundancy, and who is eligible at the time of such notice to apply for Voluntary Severance, may elect to terminate their employment by reason of Voluntary Severance by providing one month’s notice to the University or such other notice as may be agreed. The employee shall be paid the compensation due under the Voluntary Severance scheme in lieu of compensation under these provisions.

Employment Protection Provision:

(e) Note: This clause shall apply in the event of restructuring of the Employer’s business.

This clause applies to restructuring (as defined in Section 6901 of the Employment Relations Act 2000) and therefore will apply where the Employer intends to enter into a contract or arrangement under which its business (or part of it) is to be undertaken by another person or business, or where the Employer’s business (or part of it) is to be sold or transferred to another person or business.

In the event a restructuring will affect employees, the Employer shall, as soon as is reasonably practicable, (taking into account the commercial and confidentiality requirements of the business), commence negotiations with the other party involved in the restructuring (the "Other Party") concerning the impact of the restructuring on every employee. In those negotiations, the Employer will, subject to any statutory, commercial confidence or privacy issues, provide the Other Party with all information about the employees who will be affected by the restructuring, including details of their current terms and conditions of employment. The Employer will encourage the Other Party to offer all affected employees, employment on no less favourable terms and conditions of employment than they currently enjoy with the University.

However, whether the Other Party offers an employee(s) ongoing employment and on what terms and conditions, will ultimately be the decision of that Other Party.

Two options may be offered. They are:

- The Other Party does offer the employee employment on terms and conditions which are no less favourable than their existing terms and conditions. The employee may accept this offer to transfer to the Other Party or the staff member may decline the offer. If the employee accepts or declines the offer then they will not be entitled to any redundancy compensation from the University.

- If the staff member is not offered employment, by the Other Party, then the Employer will consult with the employee regarding whether there are any suitable alternative positions available. If none can be identified or offered to the employee then they will be entitled to two months notice and redundancy compensation as per this Schedule 4 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.

If the employee gives notice of their intention to retire within 5 years of redeployment to a position carrying a lower salary, there shall be no financial disadvantage with respect to non-salary entitlements.

(g) The equalisation allowance will be paid as an on-going allowance for two years equivalent to the difference between the present salary and the new salary. The allowance will be abated by any salary increase for the new position during the two year period.

(h) Employees who are offered a position in the University which by mutual agreement is comparable to their existing position, noting that such agreement is not to be unreasonably withheld by either party, and who decline appointment, will not be eligible for redundancy compensation.

(i) Where an employee agrees to be redeployed into a position that is not comparable to their existing position, or the employee has accepted a comparable position that is subsequently found by the employee to be not comparable to their existing position in good faith, the employee may within the first six months in the new position and after consultation with the employer to explore other options, elect to resign 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 employment agreement shall terminate and the employee will be paid severance on the following basis:

(a) A sum equivalent to that provided under clause (k) below, or a sum equivalent to the salary due for the balance of the term of the agreement, whichever is the lesser, or

(b) such other compensation as may be agreed in writing between the parties.

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:

1) Six weeks ordinary pay for the first year (or less) of service to the University.

   Two weeks ordinary pay for the second and subsequent years or part thereof.

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

2) Not less than 6 weeks pay in lieu of notice, where the employee and University mutually agree to an earlier termination date than that provided under clause (c).

3) The University shall make a payment in lieu of all outstanding leave.

The University may pay reasonable expenses associated with national or international travel associated with seeking new employment, or associated with relocating the employee, providing that such costs shall be deducted from the above severance payment.

(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.
New Employment:

(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 and the person who acquires that activity offers to employ that employee:

(a) on conditions that are the same as or no less favourable than the existing conditions; and

(b) on the basis that service with the University is treated as if it were service with the new employer and as if it were continuous;

and the employee accepts the offer then the employee shall not be entitled to any severance payment under clause (k) of this agreement.

Where the employee declines to accept the position, the employee will consult with the employer over redeployment and other options contained in clauses (e) to (I), including the following option.

Where the person acquiring the activity offers a different role or employment on less favourable terms and conditions, the employee(s) and their 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.
Schedule 5: Procedure for Resolving Employment Relationship 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 and TEU 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 Director or other staff member of Human Resources, Director Staff Equity or the Staff Dispute Resolution Coordinator.

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.
Part II

Graduate Teaching Assistant and Teaching Assistant

Part II: Provisions

1 INTRODUCTION, DEFINITIONS

1.1 Introduction This part (being Part II of the Academic Staff Collective Employment Agreement) applies only to Graduate Teaching Assistants and Teaching Assistants. Nothing in Part I or Part III applies to employees employed under this Part II.

1.2 Graduate Teaching Assistants are part time salaried teaching positions for either a full calendar year or part of the year. Appointees are expected to be graduates and will normally be enrolled for a postgraduate qualification, except as approved by the Dean.

1.3 Teaching Assistantships are waged positions for students or others who provide teaching support, eg. routine correcting, marking and demonstrating and who are working under the close supervision of academic staff responsible for the course involved.

1.4 The employer shall be guided by the Graduate Teaching Assistant HR policy and Teaching Assistant HR policy. The University shall consult in the development of and prior to any amendment of the policy with TEU.

2 MUTUAL RESPONSIBILITIES

2.1 During the term of this agreement the employer shall continue to act as a good employer in all dealings with the employee.

2.2 Positions will normally be advertised within the University.

2.3 The employee shall during the continuance of the employment:
   (a) Diligently and faithfully serve the employer and endeavour to promote and protect the interests of the University, and to act in a collegial manner.
   (b) Carry out and comply with all the employer’s reasonable and lawful directions.
   (c) Diligently perform the duties as agreed between the employer and the employee.

2.4 Without the written permission of the Head of Department, Graduate Teaching Assistants and Teaching Assistants may not accept fees for giving private coaching to students in any Department in which they have teaching or marking responsibilities.

3 TERM OF APPOINTMENT

The term of the appointment is stipulated in the letter of appointment.

4 TERMINATION

4.1 The employer shall continue to employ the employee and the employee shall continue to serve the employer under the conditions of employment as prescribed in this Agreement until it is terminated, comes to an end, or the employee resigns. The employee shall give one month’s notice in writing of their resignation.

4.2 The employment may be terminated forthwith by the employer without prior notice if the employee shall at any time:
   - be guilty of serious misconduct; or
   - be convicted of any criminal offence other than an offence which in the reasonable opinion of the employer does not affect fulfilment of duties with respect to the employer.
4.3 The employee may be dismissed with one month's notice if the employee:
- proves to be incompetent through the normal standard of inquiry required of the employment relationship or if the employee shall breach any of the terms of this agreement in any material respect or continuously neglect his/her duties; or
- becomes incapacitated or of unsound mind and unable to perform the required duties.

5 COPYRIGHTS, PATENTS AND TRADEMARKS
When staff during the course of their University employment duties make a discovery, bring about an innovation or write computer programmes which may have possibilities for commercial exploitation, the University requires the staff member to disclose such a discovery to the University by informing the Auckland UniServices Limited. An agreement between the employee and UniServices would then be entered into. Such an agreement will describe the obligations of the parties and the division of any income and expenditure.

Copyright of journal articles and books, works of art and music are not included in the above requirements and the copyright will remain with the author(s).

6 CONFIDENTIALITY
In recognition of the rights of the public and of the employee's right to academic freedom, employees may enter into public debate and dialogue over matters relevant to their professional expertise and experience.

The employee in commenting on matters of public interest outside his/her particular areas of expertise or responsibility must do so in a private capacity unless he/she has first obtained the specific approval of the employer through the appropriate head of department or section.

7 DISPUTES AND GRIEVANCES
The "Discipline Guidelines for Academic Staff" University Policy shall apply.

The Employment Relationship Problem procedures in Part I Schedule 5 shall apply. However, if any disagreement arises over the interpretation or implementation of an employment agreement, attempts to resolve such disagreements should be made first between the employee and his or her immediate work supervisor and, if that does not provide a resolution, then the employee should approach the HoD. If the problem is still not resolved, recourse can be made to Human Resources.

8 REMUNERATION AND TERMS OF APPOINTMENT

8.1 Graduate Teaching Assistant
Graduate Teaching Assistants are expected to hold a degree and must currently be enrolled for a postgraduate qualification except as approved by the Dean. Graduate Teaching Assistants are not expected to have course control or to give the majority of lectures in a given course, and they will work under close supervision. They may be required to provide tutoring, laboratory supervision, individual lessons, field work supervision, marking, and/or delivery of a limited number of lectures and/or seminars.

Graduate Teaching Assistants are responsible to the Vice Chancellor through their Head of Department and the Dean of their Faculty for such teaching and related duties, including examining, as may be required by their Head of Department, taking into account the category of their appointment. The position is fractional, normally up to 0.5 FTE for the period of enrolment of a graduate degree, except as approved by the Dean but in accordance to regulations and policies. Students will be governed by clause 8.4.

8.2 Approval of Appointment
Each appointment must be made by the Vice Chancellor, a Faculty Dean, or delegated Academic Head or other person with written delegated authority of the Dean.

8.3 Tuition Fees
Where the employee holds a part-time appointment for a minimum period of 12 months the employee may claim payment of tuition fees in the same proportion that the appointment bears to full-time, eg. a half-time appointee may claim half of the full-time fees reimbursement.
8.4 Student Status
The appointment of Graduate Teaching Assistants must comply with the appropriate University academic regulations and policies and should not unreasonably interfere with the employee’s study.

8.5 Scholarships
To ensure equity and compliance with scholarship provisions, appointments are coordinated with scholarship receipt. In the event of scholarship award after the appointment date, the appointee MUST inform the Head of Department and the Scholarships Office.

8.6 Salaries:

<table>
<thead>
<tr>
<th></th>
<th>Annual Rate WEF 1.2.2013</th>
<th>Annual Rate WEF 1.2.2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>GTA4</td>
<td>$63,622</td>
<td>$64,513</td>
</tr>
<tr>
<td>GTA3</td>
<td>$61,219</td>
<td>$62,076</td>
</tr>
<tr>
<td>GTA2</td>
<td>$58,824</td>
<td>$59,648</td>
</tr>
<tr>
<td>GTA1</td>
<td>$56,422</td>
<td>$57,212</td>
</tr>
</tbody>
</table>

GTA1 shall be the minimum full time equivalent annual rate used for the first year of Graduate Teaching Assistantship. After each anniversary of employment the staff member shall, subject to satisfactory performance, be entitled to the next step. The level of appointment shall be commensurate with previous experience.

Graduate Teaching Assistants may belong to the NZUSS superannuation scheme, in accordance with the provisions of the Scheme.

8.7 Hours and Duties
As Graduate Teaching Assistant positions are part-time and/or fixed term appointments, duties and hours must be prorated on the basis that a full-time, full year agreement is 1760 hours, excluding Annual Leave, including Statutory Holidays. The total maximum student contact hours should be prorated against a full time equivalent position of 16 hours times the number of teaching weeks during the agreement period. (e.g.: 400 hours for semester 1 and 2, and 96 hours for summer school).

8.8 Assigned Duties
All assigned duties are to be included in the statement of responsibility, including course administration time, consultation (office hours), course preparation and all other necessary and customary duties of teaching in a University environment. Depending on the discipline, student contact hours would normally consume one quarter to one half of total duties. Graduate Teaching Assistants are expected to attend appropriate training workshops/seminars organised by CAD or the Department. Attendance at such sessions should be included in total hours of work.

Both Graduate Teaching Assistant and HoD should monitor total hours worked, and if the initial estimate is incorrect, steps should be taken to adjust the workload to a more appropriate level.

8.9 Holidays
Annual Leave: A twelve month agreement term includes five weeks annual leave, totally free of University duties, timing to be by mutual agreement with the Head of Department, to be taken within the agreement period, outside teaching time as with other academic staff.

Agreements for a lesser term shall include 1.25 weeks (or part thereof) paid annual leave without duties for every three months term (or part thereof).

In the event that Annual Leave has not been fully provided for, the University shall make a payment at the end of the agreement term equivalent to the accrued leave not taken.

Statutory Holidays: Staff are not expected to work on Statutory Holidays except where mutually agreed. Where the staff member normally works on a day that is a Statutory Holiday, that day shall be counted as time worked, where they are not required to work on that day. Where the staff member normally works on a day that is a statutory holiday, and they are required to actually work on that day, they will be paid time and a half for all hours worked and be provided with an alternative day off on pay at a mutually agreed time.
8.10 Teaching Assistant
Teaching Assistants are students who are employed in routine correcting, marking and demonstrations. The work is carried out under the close supervision of academic staff responsible for the course involved.

8.11 Rates of Pay:

<table>
<thead>
<tr>
<th></th>
<th>Annual rate wef 1.2.2013</th>
<th>Annual rate wef 1.2.2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under-graduate</td>
<td>$19.61</td>
<td>$19.88</td>
</tr>
<tr>
<td>Graduate</td>
<td>$22.79</td>
<td>$23.11</td>
</tr>
</tbody>
</table>

8.12 Holiday Pay
Where an employee is on a fixed term agreement of up to 12 months, in each fortnightly pay the Employer may pay the employee 10% of his/her gross earnings as holiday pay (in lieu of annual leave).

9.0 PARENTAL LEAVE
The provisions of Part I in relation to Parental Leave shall apply to employees covered by Part II.

10.0 REDUNDANCY PROVISIONS
The provisions of Schedule 4 of Part I of this agreement relating to Redundancy Provisions shall apply to employees engaged under Part II of this agreement.
Part III

Professional Teaching Fellows

Part III – Provisions

1. Application and Coverage
1.1 The terms and conditions contained in this Part III will:
   (a) apply only to employees who are offered employment as a Professional Teaching Fellow; and
   (b) replace and supersede all previous terms and conditions of employment (whether oral or written) except where the provisions of clause 23 of this Part III apply.

1.2 The entitlements and benefits provided in this agreement will apply to part time staff on a pro-rata basis.

1.3 Nothing in Part I or Part II applies to employees employed under this Part III, unless it is expressly stated otherwise in this Part III.

2. Mutual Responsibilities
2.1 During the term of this agreement the employer shall continue to act as a good employer in all dealings with the employee.

2.2 The employee shall during the continuance of the employment:
   (a) Diligently and faithfully serve the employer and endeavour to promote and protect the interests of the University, and to act in a collegial manner.
   (b) Carry out and comply with all the employer’s reasonable and lawful directions.
   (c) Diligently perform the duties as agreed between the employer and the employee, and fulfil obligations to students.

2.3 The employees shall, during the continuance of the employment, comply with all the University’s statutes, guidelines and policies, which may be amended by the employer from time to time either in accordance with provisions 2.4 to 2.6 of Part I of this collective agreement, or, in other cases, following appropriate consultation with and on reasonable notice to the union and employees.

3. Location and Hours
3.1 The employee may be required to perform duties at any of the University of Auckland campuses and at other locations from time to time as directed by the Employer.

3.2 Lectures, tutorials, labs and other teaching duties are normally scheduled between 8am and 6pm, Monday to Friday. However, there may be a requirement to work outside of these times for responsibilities related to teaching preparation, fieldwork or other related duties as required.

4. Fixed Term
4.1 At the time of appointment to a fixed term position, the employer will give the reason for the fixed term nature of the position. Reasons for fixed terms may include:
   - the replacement of staff who are on leave
   - the trial of an entirely new course of study or programme
   - the undertaking of a defined task for short period
   - to maintain flexibility in staffing to meet changing student numbers, research funding, etc
   - other potential requirements.

4.2 In order to reduce the uncertainty felt by employees on fixed terms about the future of their employment, the employer will, where possible, inform such employees about the employment circumstances which will arise at the end of their agreements, including whether:
   - the employee is to be offered further employment
   - the position occupied by the employee is to be advertised under the State Sector Act
   - the employee’s employment will cease at the end of the fixed term.
4.3.3 At the conclusion of any specified term appointment, the employer shall not be obliged to further employ the employee and the employee's employment shall cease.

5. **Coverage and Duties**

5.1 Academic staff in the grade of Professional Teaching Fellow carry out all teaching activities under the strict supervision of the research active academic colleague who is responsible for course design, the overall assessment strategy for the course and the approval of examination papers and other assessment tasks. Professional Teaching Fellows are not responsible for the design of course content or assessment, and their duties do not include research.

5.2 The key duties of Professional Teaching Fellows are outlined as follows.

(a) Contribute to teaching activities in accordance with their share of the Department, School or Centre's teaching programme;
(b) Support teaching across a range of courses and programmes including professional or clinical programmes;
(c) Facilitate student learning, incorporating new technologies and initiatives through professional delivery and organisation; and
(d) Contribute to the administration of their Department, School or Centre, and support certain University-wide administrative functions such as graduation.

5.3 **Academic Duties**

5.3.1 Teaching duties include:
- contribution to creating and maintaining an outstanding teaching and learning environment
- conduct of tutorials
- development of course materials
- preparation and delivery of lectures and seminars
- preparation and delivery of practical classes, demonstrations and workshops
- marking according to the assessment processes determined by the academic colleague responsible for the course
- application of professional skills and innovation to teaching
- academic and pastoral contact with individual students
- preparation and delivery of practical classes, demonstrations and workshops
- contribution to student equity activities and initiatives

5.3.2 Contributions to the University include:
- administrative tasks associated with subjects taught
- meetings and committee work
- contributions to EEO
- contributions to the University's obligations under the Treaty of Waitangi

5.4 **Workload**

5.4.1 The University will pay attention to setting a fair and equitable workload amongst academic staff over the full academic calendar year.

5.4.2 In the event that staff member(s) are concerned about the allocation of workload by the HoD, the staff member(s) may discuss these concerns with the Dean with the objective of ensuring fairness and equity of workload.

5.5 After consulting with the employee, the Employer may require the employee to perform any other duties that s/he is reasonably capable of performing, taking into account the employee's skills and capabilities.
6. Continuation

New permanent academic appointments are for an initial term of four years. Continued employment beyond the initial term is subject to evaluation under the criteria specified in the Employer’s HR Continuation Policy.

7. Remuneration

7.1 Salary Scale

<table>
<thead>
<tr>
<th>Grade</th>
<th>Steps</th>
<th>Annual rate 1.2.2013</th>
<th>Annual rate 1.2.2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Teaching</td>
<td>PTF 4</td>
<td>From $105,288</td>
<td>From $106,762</td>
</tr>
<tr>
<td>Fellow</td>
<td>PTF 3</td>
<td>$96,866</td>
<td>$98,222</td>
</tr>
<tr>
<td></td>
<td>PTF 2</td>
<td>$88,443</td>
<td>$89,681</td>
</tr>
<tr>
<td></td>
<td>PTF 1</td>
<td>$80,019</td>
<td>$81,139</td>
</tr>
</tbody>
</table>

7.2 Payment

(a) The employee’s annual salary will be payable in fortnightly instalments and in arrears by direct credit to the employee’s bank account.

(b) The employee’s remuneration is deemed to be in full satisfaction of all duties the employee performs and fully compensates the employee for all the requirements of the position.

7.3 Promotion

7.3.1 Professional Teaching Fellows employed on steps 1 - 3 may apply for promotion to the next step after they have completed at least 12 months of continuous service at their current step.

7.3.2 Promotion shall be in accordance with the HR Policy “Promotion: Professional Teaching Fellows” which may be amended from time to time by the employer according to the terms of 2.3 of this Part III.

8. Professional Development and Tuition Fees

Professional Development and tuition fees remission will be available to Professional Teaching Fellows in accordance with the Academic Staff Professional Development Policy. This is to ensure that their teaching is informed by an in-depth and confident understanding of current research in the discipline and, where relevant, by expert and comprehensive knowledge and professional practice.

9 Leave Entitlements

9.1 Annual Leave

9.1.1 The employee is entitled to, and expected to take, five (5) weeks annual leave per year of continuous service under the terms of the Holidays Act 2003. The employer may require the employee to take annual leave on Easter Tuesday and the last weekday before Christmas.

9.1.2 Annual leave is to be taken during period(s) outside of teaching time and by agreement with the Head of Department/School. The employee will make annual leave arrangements with the Head of Department/School as early as possible in advance of the proposed period of absence.

9.2 Public Holidays

9.2.1 The employee is entitled to a paid public holiday if it falls on a day that would otherwise be a working day for the employee.

9.2.2 In the event that the employee is instructed to work on a public holiday, s/he will be:

(a) paid at the rate of time and a half for the time actually worked on the public holiday; and

(b) Entitled to an alternative holiday if that public holiday would otherwise be a working day for the employee.
9.3 **Bereavement/Tangihanga Leave**

9.3.1 The employee is entitled to paid bereavement leave to discharge obligations and/or pay respects to a deceased person with whom he/she has had a close association. In granting the time off and for how long the employer will take into consideration cultural requirements, the closeness of the association, and the level of responsibility the employee has in regards to the obligations resulting from the death. Annual leave or leave without pay may be granted to supplement any bereavement leave.

9.3.2 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay or other discretionary leave on pay, such leave may be interrupted and bereavement leave granted. This provision will not apply if the employee is on leave without pay.

9.4 **Sick Leave**

9.4.1 The employee is responsible for informing their Head of Department when they are off sick.

9.4.2 Where the employee is absent for more than a week because of illness, the Head of Department should notify HR. If it appears the period of absence is likely to extend beyond three weeks, application for sick leave should be made to HR. The applications should include a medical certificate. Each case will be considered as it arises and a recommendation made as to the amount of sick leave to be approved and whether it should be with or without salary.

9.5 **Parental Leave**

The provisions of Part I in relation to Parental Leave shall apply to employees covered by Part III.

9.6 **Other Leave-Related Provisions**

9.6.1 Subject to the Holidays Act, the Employer may require the employee to provide a certificate from a medical practitioner as proof of sickness or injury for any sick leave taken. The Employer may also require the employee to provide proof for any bereavement leave taken.

9.6.2 The Employer may, at its expense, require the employee to undergo a medical examination by a registered medical practitioner nominated by the Employer, for the purposes of:

(a) determining whether it is appropriate to continue to grant the employee sick leave;
(b) assessing the employee's fitness and capacity to work or return to work;
(c) obtaining a second opinion where the employee has provided a medical certificate or report;
(d) Determining whether your employment should be terminated for incapacity.

9.6.3 The employee must complete a leave application for every absence and submit this to the manager for approval before leave is taken, unless this is not practicable due to accident, sickness, bereavement, or other reason.

10. **Superannuation/KiwiSaver**

10.1 The University is an exempt employer and, although the employee can choose to join KiwiSaver, the employee will not be automatically enrolled in KiwiSaver. If the employee is already a member of KiwiSaver, when they are appointed to the University, they will need to inform the Payroll office, so that the requisite deductions can be made.

10.2 The University is a member of the New Zealand Universities Superannuation Scheme ("NZUSS"). Subject to eligibility under the NZUSS, the employee may choose to join the NZUSS in accordance with the provisions of that Scheme, or where the employee is a contributor to the Government Superannuation Fund, the University will continue to make contributions to the Fund. Members are bound by the provisions of the Fund. The employee is requested to contact Ask HR at askhr@auckland.ac.nz or extension 83000 if they require details of the NZUSS.

11. **Confidentiality and Public Commentary**

11.1 Except in the proper performance of the employee's duties or as authorised by the Employer, the employee must not use, or disclose to any person or entity, any sensitive or confidential information acquired by the employee in the course of his/her employment. This confidentiality clause will continue to apply after the cessation or termination of the employee's employment until such time as the information may become public knowledge without breach by the employee or the union of this restriction.
11.2 In recognition of the rights of the public and the right of the employee to academic freedom, employees may enter into public debate and dialogue on matters relevant to their professional expertise and experience. An employee in commenting on matters of public interest outside his/her particular areas of expertise or responsibility must do so in a private capacity unless he/she has first obtained the specific approval of the employer through the appropriate head of department or section.

12. Outside Employment

The employee must seek prior approval from the employer for any secondary employment/outside activities, where it is considered that it would involve a conflict of interest or if that employment or outside activity would interfere with the employee’s work performance or health and/or safety at work. The University reserves the right to withhold approval.

13. Potential Conflict of Interest

At all times the employee must inform the Employer as soon as possible if any actual or potential conflict arises between the employee’s interests and the Employer’s interests.

Where the Employer forms the view that an actual or potential conflict of interest does or could exist, it may direct the employee to take any specific action(s) to resolve the conflict, and the employee must comply with those directions. This includes directing the employee to cease any activity that may, in the Employer’s opinion, result in a conflict of interest, or may appear to conflict, with the Employer’s interests or with the performance of any of the employee’s duties and obligations.

14. Health and Safety

The parties are committed to achieving excellence in the management of health and safety in the workplace. Both the employer and the employees shall comply with their obligations under the Health and Safety in Employment Act 1992 and associated legislation. This includes the employer and the employee taking all practicable steps to ensure a safe and healthy workplace.

15. Termination

15.1 The Employer may terminate this Agreement by giving the employee one (1) month’s written notice if the employee proves to be incompetent through the normal standard of inquiry required of the employment relationship or if the employee breaches any of the terms of this agreement in any material respect or continuously neglects their duties.

15.2 The employee may terminate this Agreement by giving six (6) months’ written notice to the Employer. The Employer may accept a written request to agree on a shorter notice period.

15.3 Despite sub-clauses 15.1 and 15.2, if the employee is employed on a fixed term agreement:

(a) the agreement will automatically cease at the end of the fixed term, and notice of termination will be deemed to have been given at the time the parties entered into the agreement; however
(b) The employee may terminate the agreement before the end of the fixed term by giving one (1) month’s written notice to the employer.

15.4 The Employer may at its sole discretion:

(a) require the employee not to attend work and not to carry out all or some of the employee’s normal duties, for all or any part of the notice period; and
(b) Pay the employee in lieu of notice for all or any part of the notice period. However, the employee will continue to be bound by the terms and conditions of this agreement during the notice period.

15.5 If the employee does not give and work out the notice period when required by the Employer, the Employer may deduct an amount equivalent to the employee’s salary for the notice period from any money due to the employee.

15.6 Upon termination the employee must immediately return all University property that the employee has in his/her possession, including any documents, records, materials, keys, access cards and passwords.
15.7 Notwithstanding any other provisions, the Employer may terminate the employee’s employment summarily and without notice for serious misconduct. Serious misconduct typically involves actions, omissions or behaviours that deeply impair the trust and confidence between the parties.

16 Disciplinary Principles

16.1 Disciplinary processes shall be undertaken in accordance with the “Disciplinary Guidelines for Academic Staff” University policy (as amended from time to time in accordance with clause 2.8) and the following principles.

16.2 Procedural Fairness: The law requires that the employer have good grounds to discipline and/or dismiss and that any disciplinary process be carried out in a procedurally fair manner.

Procedural fairness requires the following:

1. Identification of unacceptable conduct/performance and advice of such to the employee.
2. An informed opportunity for the employee to explain the alleged conduct/performance.
3. An opportunity within a specified time frame for the employee 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, including being active, constructive, responsive and communicative in the employment relationship.
5. That the employee deal with the employer in good faith, including being active, constructive, responsive and communicative in the employment relationship.
6. The employee has the right to representation at all stages in the process.

16.3 Definitions

“Misconduct” means

(a) The failure of an employee in their employment to maintain proper standards of integrity, conduct or concern for the public interest or the well being of the students or other employees of the University; or

(b) The failure of an employee to comply with policies, procedures or directions of the University, Academic Head or other persons in authority at the University; or

(c) The failure to maintain adequate standards of performance.

“Serious Misconduct” means misconduct which is so serious that it may warrant summary dismissal and may include but is not limited to, sexual harassment, assault, theft, fraud, misappropriation, deliberate or repeated disregard of health and safety standards, wilful disobedience, deliberate or repeated misconduct, failure to disclose a conflict of interest, breach of the University’s policy against harassment, behaviour which leads to significant loss of trust and confidence.

16.4 Academic Freedom

The disciplinary procedures shall not be applied to any academic employee as a consequence of exercising their rights and obligations in relation to academic freedom and the critic and conscience of society pursuant to s 161 of the Education Act 1989.

16.5 Principles

The following principles will apply wherever practicable to the raising and investigation of conduct and performance matters:

1. Wherever appropriate, any concerns about conduct and performance will be dealt with informally at the first instance.
2. If an investigation is required:
   a. The employee will be fully and fairly informed of the allegation or allegations against him or her.
   b. The person conducting the investigation will investigate fully, fairly and impartially.
   c. All relevant information obtained or notes taken by the person conducting the investigation shall be provided to the employee.
   d. The employee shall be given a full and fair opportunity to respond to the allegation/s against him or her.
3. If a disciplinary meeting is required the employee shall be informed of the disciplinary options prior to the meeting.
4. The employee shall be entitled to be heard as to the penalty, if any, that should be imposed.
5. The employee shall be entitled to raise any matters of mitigation in relation to both the factual findings and the penalty.

In those cases where dismissal is warranted, then the notification of dismissal and the reasons for dismissal shall be provided in writing to the employee.

All warnings must be issued with the approval of a Human Resources practitioner.

Employees shall be advised of their right to challenge any disciplinary decision.

16.6 Suspension

Where there is an alleged case of serious misconduct the employee may be suspended on base salary from his or her duties while an investigation is carried out. In addition there may be other exceptional circumstances in which an employee may be suspended with pay. Suspensions without pay will only occur in very rare and exceptional circumstances, such as a police investigation of serious criminality, and cognisant of the presumption of innocence. However no suspension shall be initiated or continued unless it is fair and reasonable for such a step to be taken or continued. Where there is a proposal to suspend an employee, that employee shall wherever practicable have the right to have access to all of the relevant information and an opportunity to be heard before the suspension occurs.

17 Abandonment

If the employee is absent from work for five (5) consecutive working days without proper notification to the Employer, the employee may be deemed to have abandoned and terminated employment without notice. The Employer will make reasonable efforts to contact the employee during the period of absence.

18 Redundancy and Employee Protection Provision

The provisions of Schedule 4 of Part I of this agreement relating to Redundancy Provisions shall apply to employees engaged under Part III of this agreement.

19 Employee Protection Provision

19.1 In the event of a restructure, as defined in the Employment Relations Amendment Act (No 2) 2004 (being the sale, transfer, or contracting out of all or part of the University’s business) that may affect the employee’s employment:

(a) The University will, as soon as is reasonably practicable, taking into account the commercial requirements of the business, commence discussions with the potential new employer concerning the impact of the restructuring on the employee’s position.

(b) The University will discuss with the potential new employer regarding whether or not it proposes to offer employment to the employee, and if so the terms and conditions under which it proposes to offer employment to the employee and the proposed date for commencement of employment with the potential new employer.

(c) The general process that the University will follow in the negotiations, to the extent that the negotiations relate to affected employees, will include:

i. Advising the employee of the intended timeframes for relevant meetings (if any) in the restructuring process;

ii. Advising the employee of what will generally be discussed in any such meetings; and

iii. Reporting back on outcomes of any such meetings with the potential new employer.

20 Deductions

The employee agrees in the event of the termination of employment, to the deduction from the employee’s final pay of any money owing to the University.

21 Resolving Employment Relationship Problems

21.1 If the employee feels that they have an employment relationship problem they should discuss it with their manager first.
21.2 If for any reason the employee does not wish to raise it with their manager, or if they prefer to raise the matter with the employer in writing, or if any matter that has been discussed with the manager has not been resolved, the employee should write to the HR Manager, clearly setting out the details of the problem, personal grievance or dispute, and specify the solution the employee is seeking to resolve the matter.

21.3 If the parties are unable to resolve the problem, grievance or dispute, either party may seek mediation assistance from the Department of Labour.

21.4 If the employee wishes to raise a personal grievance, they must raise it with the University within 90 days from the date on which the action alleged to amount to a personal grievance occurred or came to the employee's notice.

22 Field Work

The employer shall provide an employee who undertakes fieldwork with relevant equipment and special clothing which shall remain the property of the employer, provided that the employer may agree to an allowance, in lieu of the provision of such equipment and clothing, of up to $21.05 per day, depending on the equipment supplied by the employee. During a field trip or expedition, the employer shall provide the employee with suitable food and transport or reimburse the employee for such costs on an actual and reasonable basis. An employee on a field trip shall be provided with accommodation of a standard appropriate to the circumstances. Where fieldwork is undertaken as part of a research programme, that programme shall meet these costs.

23 Grand Parented Provisions

Notwithstanding 1.1(b) of Part III of this agreement, employees who transfer from a position which comes under the coverage of Part I of this collective will retain the following entitlements unchanged, for so long as those provisions remain in Part I:

(a) Entitlement to a retiring gratuity as detailed in clause 4.4 of Part I

(b) Recognition of contiguous service under Part I and Part III to be deemed continuous for the purposes of retiring gratuity and severance payments under (a) and (b) above

(c) If the employee has been continued under Part I and the University Continuation policy the employee will be deemed to have been continued under clause 6 of Part III.