



**THE UNIVERSITY
OF AUCKLAND**

NEW ZEALAND

Te Whare Wānanga o Tāmaki Makaurau



TERTIARY EDUCATION UNION
Te Hautū Kahurangi o Aotearoa



PROFESSIONAL STAFF COLLECTIVE AGREEMENT

December 2011 – 30 June 2013

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PROFESSIONAL STAFF COLLECTIVE AGREEMENT

December 2011 – 30 June 2013

SECTION A: GENERAL

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

SECTION B: COVERAGE OF THE AGREEMENT

B1 COVERAGE

B1.1 The parties to this agreement are the Vice Chancellor of The University of Auckland (the "Employer"), the New Zealand Public Service Association Inc ("PSA") and the New Zealand Tertiary Education Union Inc ("TEU").

This agreement does not cover employees who are covered by the Student Accommodation Collective Agreement.

Where an employee who has been covered by this agreement receives a salary that is in excess of the salary limit for overtime (refer clause D2.1 (Overtime)), the provisions of Appendix F apply.

B1.2 This agreement shall apply to and bind

- a) the parties, and
- b) those Professional Staff on levels 1 through 6 who are paid a full time equivalent salary of up to or equal to the salary limit for overtime (refer clause D2.1 (Overtime)) who are employed by the employer in the same or similar occupations as listed below and who have authorised the PSA or TEU to negotiate on their behalf, and
- c) new and other employees who join either TEU or the PSA during the term of this agreement and who are covered by b) above.

Administrative and Clerical; Computer (Data Processing) and (Data Entry); Computer Consultants, Analysts, Programmers; Continuing Education Officers; Counsellors; General Services; Liaison Officers; Librarians; Nurses; Physical Recreation Officers and Fitness Instructors; Secretaries/Typists; Technicians; Telephonists; Mailpersons.

B1.3 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 to any of the occupations listed in B1.2 the opportunity to become a party to this agreement when they join the PSA or TEU.

B1.4 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.

B4 VARIATIONS OF AGREEMENT

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

SECTION C: TERMS OF EMPLOYMENT

C1 CATEGORIES OF EMPLOYEE

- C1.1 Full-time Employee
An employee working for the full hours provided in clause D1.1 (hours of work).
- C1.2 Part-time Employee
An employee working for less than the full hours provided in clause D1.1 (hours of work). Part-time employees receive the entitlements of this agreement on a pro-rata basis.
- C1.3 Permanent Employee
A full-time or part-time employee working on a continuing basis.
- C1.4 Fixed Term or Temporary Employee
An employee engaged on a full-time or part-time basis for a specific term e.g. to replace an employee on leave; or for the academic teaching year, or for a specific project (see Fixed Term Agreements below).
- C1.5 Casual Employee
An employee engaged on an as and when required 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.

C2 FIXED TERM AGREEMENTS

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
- to maintain flexibility in staffing to meet changing student numbers, research funding, etc
- other potential requirements.

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.

C3 ABANDONMENT OF EMPLOYMENT

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

C4 TERMINATION OF EMPLOYMENT

- C4.1 For employees other than casual and fixed term employees, written notice of termination shall be one month by either party but this may be reduced by mutual agreement. For casual and fixed term employees notice will be deemed to have been given at the time a finishing date is agreed. This shall not prevent the employer from summarily dismissing an employee for misconduct. Employees engaged on fixed term or temporary or casual employment agreement may agree with the employer to a notice period.
- C4.2 An employee may be required by the employer to relinquish employment based on the certificates of two medical practitioners nominated by the employer. The employer will normally give the employee not less than three months notice provided that a lesser period may apply by mutual agreement.
- C4.3 Each employee upon termination shall on request be provided with a certificate of service within a reasonable period.
- C4.4 Where there is a potential redundancy situation, the provisions of Appendix E shall apply.

C5 SUPERANNUATION

- C5.1 University employees may belong to the New Zealand Universities Superannuation Scheme, in accordance with the provisions of that scheme.
- C5.2 Where the employee is a contributor to the Government Superannuation Fund the University will continue to make contributions to the Fund. Members of the fund are bound by the provisions of that scheme.

C6 Mutual Responsibilities

- 6.1 During the term of this agreement the employer shall continue to act as a good employer in all dealings with the employee. This includes providing;
- (a) Good and safe working conditions; and
 - (b) An equal employment opportunities programme; and
 - (c) The impartial selection of suitably qualified persons for appointment; and
 - (d) Recognition of
 - i. The aims and aspirations of the Maori people; and
 - ii. The employment requirements of the Maori people; and
 - iii. The need for greater involvement of the Maori people in the Education Service; and
 - (e) Opportunities for the enhancement of the abilities of individual employees; and
 - (f) Recognition of the aims and aspirations and employment requirements and the cultural differences, of ethnic or minority groups; and
 - (g) Recognition of the employment requirements of women; and
 - (h) Recognition of the employment requirements of persons with disabilities.
- 6.2 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.
 - (d) Comply with all the University's statutes, guidelines and policies, which may be amended by the Employer from time to time following appropriate consultation with and on reasonable notice to TEU and employees.
- 6.3 The employer shall comply with the following participatory processes when reviewing University policies relating to discipline (H9), and development and performance (E4.2 and E4.3):
- (a) The employer shall inform the unions 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.

SECTION D: HOURS OF WORK

D1 HOURS OF WORK

- D1.1 Thirty seven and a half hours shall constitute an ordinary full time week's work to be worked between 7 am and 9 pm Monday to Friday and 8 am and 5 pm Saturday, normally on five consecutive seven and a half hour days except for:
- (a) Computer Operators for whom forty hours shall constitute an ordinary full time week's work to be worked on not more than five consecutive eight hour days of the week, Monday to Sunday inclusive.
 - (b) Employees in the Library rostered for shift duties whose ordinary hours of work shall be 7 hours 30 minutes per day and 37 hours 30 minutes per week to be worked on any five days of the week.
- D1.2 By mutual agreement of the employer and the individual employee the hours may be varied within a 37.5 hour week and worked on not more than five days.
- D1.3 As far as possible the hours of work shall be continuous except for an unpaid meal break of not more than one hour or less than 30 minutes each day.
- D1.4 In addition, employees shall be granted a rest period of 10 minutes in each period of four hours worked. Normally that rest period shall be allowed after not less than two hours work.
- D1.5 Except for casual employees all employees shall have regular hours, however these may be varied by mutual agreement following discussion between the employer and any employee(s) directly affected by the variation. Any such variation shall be recorded in writing.
- D1.6 Flexitime may operate by mutual agreement between the employer and the individual employee concerned, within the ordinary hours of work specified within this agreement.
- D1.7 An employee employed at the commencement of the 1996 Collective Employment Contract will not be required to change hours of work, days or start time without the mutual agreement of the employer and employee. The employer will respect the right of employees who do not wish to vary their hours of work.
- D1.8 In special circumstances an employee may be required temporarily to vary starting and/or finishing times.

D2 OVERTIME

- D2.1 This clause D2 (overtime) applies to all employees who are employed on a salary of less than the maximum of level 5 (this salary shall be inclusive of any higher duties allowances) and who, with the prior authorisation of the employer, work in excess of 37.5 hours a week, or in the case of Computer Operators work in excess of 40 hours per week.
- D2.2 Employees shall be compensated for authorised overtime by one of the following options to be agreed between the employer and employee when the overtime is authorised:
- D2.2.1 Time off in lieu of one hour off for one hour worked; or
 - D2.2.2 The payment of all overtime hours at time and a half of the employee's hourly rate of pay; or
 - D2.2.3 The payment of an allowance to be agreed between the employer and the employee where the employee is regularly required to work hours in excess of 37.5 hours per week or in the case of Computer Operators, 40 hours per week.
- D2.3 Staff who are above the overtime limit may be granted time off on the basis of one hour for each hour worked at the discretion of the employer.
- D2.4 All time off granted under Clauses D2.2 and D2.3 will normally be taken within the calendar year in which it is granted, except that with the express written permission of the employer unused leave in lieu may be carried forward to the next calendar year.
- D2.5 For the purpose of this clause, the employee's hourly rate of pay shall be the employee's annual salary divided by 1950, except in the case of Computer Operators where the annual salary shall be divided by 2080.

D3 NIGHT RATE ALLOWANCE

Full time and part time employees working at night (except rotating shift employees) shall be paid an allowance of \$9.47 per night for work carried out between 9 pm and 11 pm.

D4 SATURDAY/SUNDAY ALLOWANCE

Full time and part time employees working on a Sunday and after 5 pm on a Saturday (except rotating shift employees) shall be paid an allowance as follows:

(a)	up to 2 hours	\$12.63
(b)	up to 4 hours	\$25.26
(c)	up to 6 hours	\$37.90
(d)	over 6 hours	\$50.53

Where an employee is eligible for overtime payment on a Saturday and or a Sunday the above allowance is to be paid in addition to overtime.

D5 ON CALL ALLOWANCE

D5.1 In this clause D5, "day" means a continuous on-call period of up to 24 hours.

D5.2 Where the job description specifies that the employee may be required from time to time to be on-call outside normal working hours, the employee will be paid an allowance of \$12.63 per day during Monday to Friday, or \$21.05 per day on Saturday, Sunday or Public Holidays as defined in G1.1, while the employee is on-call. Where an employee is on-call during the whole weekend from Friday afternoon to the next Monday morning, the employee will be paid the on-call allowance for Saturday, Sunday and one weekday.

D5.3 If the employee is required to return to work they will be paid under the Call Back provision under D6 below. Employees on call are expected to be fit for duties and able to attend duties in a reasonable period of time, if required.

D6 CALL BACKS

D6.1 Where an employee is required by the employer to return to work after completing the day's work and has left the place of employment, or is called back before his/her normal time of starting work and does not continue working until such normal starting time, that employee shall be paid at overtime rates or receive time off in lieu for all hours worked with a minimum of three hours.

D6.2 Call backs commencing and finishing within the minimum period covered by an earlier call back shall not be paid for.

D6.3 Travel to and from a call back shall be paid Transport Allowance as specified in Clause F7 of this agreement.

D7 ROTATING SHIFTS

(This clause shall apply to Computer Operations Staff only.)

D7.1 Rotating shifts are 8 hour shifts performed to a regular weekly rostered pattern with commencing and finishing times as directed by the University.

D7.2 The following rotating shift allowances shall be paid on all shifts over the period of the cycle.

- (i) Where 3 shifts are scheduled over 7 days - 12% of salary
- (ii) Where 2 shifts are scheduled over 7 days - 8% of salary
- (iii) Where 2 shifts are scheduled over 5 days - 4% of salary

D7.3 There will be consultation between the employer and employees with a view to reaching agreement prior to the introduction of any new shifts and prior to any changes in shift rosters.

D7.4 Employees are able to change shifts with each other, provided agreement is reached with the supervisor.

D7.5 Duty rosters shall be arranged where possible to provide for two consecutive days off duty in any eight day period.

- D7.6 Employees shall be given at least five days notice of rosters, except under an exceptional emergency situation.
- D7.7 Employees shall not be normally required to work for more than 5 hours continuously without an unpaid meal break of not less than 1/2 hour or more than one hour.
- D7.8 Leave
In addition to the annual leave provided in clause G2 of this agreement, shift employees regularly and continuously employed on rotating shifts, shall be allowed one extra week's holiday upon completion of the year's service as a shift employee. Any employee who is regularly and continuously employed for over three months, but less than 12 months, on rotating shifts, shall be allowed a corresponding proportion of the extra week's holiday.
- D7.9 A meal allowance of \$6.87 will be paid where the rostered shift is eight hours or more and where the period of work, excluding any break has been extended to more than one hour beyond the end of the rostered shift, or where work is resumed prior to the normal commencing time of the shift. Where the extension is more than 2 hours F2 shall apply.
- D7.10 If a public holiday falls on the employee's off duty day, the employee shall be granted equivalent time off except in the case when the off duty day is either Anzac Day or Waitangi Day being observed on a Saturday or Sunday, when a day in lieu shall not be granted.

D8 MINIMUM BREAK BETWEEN SPELLS OF DUTY

- D8.1 A break of at least nine continuous hours must be provided wherever possible between any two periods of duty of a full shift or more which shall take account of reasonable travel time.
- D8.2 In this clause D8, full shift means a continuous period of work of 7.5 or more hours.
This requirement to provide a break wherever possible applies whether or not any additional penalty payment will apply.
- D8.3 If a break of at least nine continuous hours cannot be provided between periods of duty, the duty is to be regarded as continuous until a break of at least nine continuous hours is taken. Payment for hours worked shall be at the appropriate rate taking into account the provisions of sections D1 and D2.
- D8.4 The penalty payment provisions will not apply in any case where the result would be to give an employee a lesser payment than would otherwise have been received.
- D8.5 Time spent off duty during ordinary hours solely to obtain a nine-hour break shall be paid at ordinary time rates. Any absence after the ninth hour of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.

NOTE - If a call-back of less than a full shift is worked between two periods of duty of a full shift or more a break of nine continuous hours must be provided either before or after the call-back. If such a break has been provided before the call-back it does not have to be provided afterwards as well.

SECTION E: REMUNERATION

E1 SALARY LEVELS

<p>Level 6</p> <p>Evaluation Points 401 - 511</p> <p>Administrative Officer Computer Systems Officer Continuing Education Officer Librarian Project Officer Student Services Officer Technical Officer</p>	<p>Level 5</p> <p>Evaluation Points 354 - 400</p> <p>Administrative Officer Computer Systems Officer Continuing Education Officer Librarian Project Officer Student Services Officer Technical Officer</p>	<p>Level 4</p> <p>Evaluation Points 300 - 353</p> <p>Administrative Officer Computer Systems Officer Departmental Assistant Librarian Project Officer Student Services Officer Technical Officer Technician</p>
<p>Level 3</p> <p>Evaluation Points 251 - 299</p> <p>Clerical Officer Computer Systems Assistant Departmental Assistant Library Assistant Secretarial Student Services Assistant Technician</p>	<p>Level 2</p> <p>Evaluation Points 202 - 250</p> <p>Clerical Officer Computer Systems Assistant Library Assistant Secretarial Student Services Assistant Technician</p>	<p>Level 1</p> <p>Evaluation Points 150 - 201</p> <p>Clerical Officer Computer Systems Assistant Library Assistant Secretarial Student Services Assistant Technician</p>

	From 1/2/2011		From 1/4/2011		From 1/2/2012	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Level 6	\$58,151	\$86,167	\$58,151	\$86,167	\$59,314	\$87,890
Level 5	\$51,062	\$71,984	\$51,062	\$71,984	\$52,083	\$73,424
Level 4	\$43,969	\$62,657	\$43,969	\$62,657	\$44,848	\$63,910
Level 3	\$38,296	\$55,565	\$38,296	\$55,565	\$39,062	\$56,676
Level 2	\$34,040	\$47,657	\$34,040	\$47,657	\$34,721	\$48,610
Level 1*	\$24,895	\$41,842	\$25,420	\$41,842	\$25,928	\$42,679

* Refer to Clause E3

Note: The minima rates are guidelines only. There is no requirement to appoint on the minimum. The practice of the University is to recruit at a level that is according to the relevant skills and capabilities of the appointee.

E2 EVALUATION OF POSITIONS

E2.1 Where a new position is approved or where substantial changes to a job description occur, individuals/Deans/HoDs may make application for the position to be evaluated. The Job Evaluation Committee will evaluate the job description, place the position into the appropriate level and determine the effective date of any change. Where the position is placed in a higher level and the current salary is below the minimum for that level the salary will be raised to at least the minimum from the date that the re-grading takes effect. In transferring to a new level, the individual's current salary will not be reduced.

Where a staff member occupies a position that has been reviewed by the Job Evaluation Committee, and the Level of the position has been increased, the salary of the staff member will be automatically reviewed according to the circumstances after taking into account the relative performance and pay relativities with comparable positions in the University and elsewhere.

E2.2 Appeals against the level in which a position has been placed

A Head of Department/Section or Dean or individual may appeal within one month of the evaluation of a position where the job description used for the evaluation was inaccurate.

E4 Annual Reviews

E4.1 Salary Review Committees

All salaries below the maximum of a grade shall be reviewed annually by salary review committees which will include staff representatives, selected jointly by management and the unions.

E4.2 Principles

E4.2 Development, performance and salary review Principles:

Reviews shall:

- i. Involve the staff member with their manager;
- ii. Contribute to clarity and transparency of expectations and what is needed to achieve in the position;
- iii. Be aligned with the values and strategies of the University;
- iv. Involve objective setting and development planning and progress meetings throughout the year before the final annual performance and development review evaluation.
- v. Take into account both the development and performance of the employee;
- vi. Have a monitoring process to ensure appropriate and consistent application.

E4.3 Process

The employer shall review annually the development, performance and salary of the employee.

Such reviews shall have regard to the duties of the employee and shall comply with relevant policies and procedures (currently Evolve). In reviewing the employee's salary, the employer shall take into account:

- evidence of the employee's competencies and performance;
- internal and external relativities, and
- the financial circumstances of the University.

E4.4 No Reduction by reason of Range of Rates

Individual salary rates cannot be reduced by reason of operation of the ranges of rates.

E4.5 Appeal Committee for Salary Review

- i. An Appeal Committee will be established by the employer. It will include staff representatives. The Employer will consult with the PSA and TEU with respect to the composition of the Appeal Committee.
- ii. The Committee will consider appeals where a case can be made that there has been a significant failure of process which has affected the outcome or where the decision is clearly at odds with the evidence.

E5 SUPPLEMENTARY PAYMENTS

The employer may award individual employees a non-superable payment additional to the salary on the grounds of recruitment and retention. The payment shall be reviewed annually.

E6 PERFORMANCE PAYMENTS

E6.1 Merit Payments

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

E6.2 Bonus Payments

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

E7 MINIMUM ADULT RATE

The minimum rate for employees 16 years of age and over, not including a Trainee or a New Entrant, shall be that prescribed by legislation (currently \$12.75 per hour with effect from 1 April 2010).

E8 TE REO DUTIES

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

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

SECTION F: ALLOWANCES

F1 SPECIAL DUTIES ALLOWANCE

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

F2 MEAL ALLOWANCE

An employee who has been directed to work not less than two hours' overtime after a break of at least half an hour and who has had to buy a meal which would not otherwise have been bought, shall be paid a meal allowance of \$13.52.

F3 MORNING, LUNCH AND AFTERNOON TEA

All employees are to receive free tea, coffee, milk and sugar for morning, lunch and afternoon tea breaks.

F4 TRAVELLING ON UNIVERSITY BUSINESS IN NEW ZEALAND (EXCEPT ON FIELD WORK)

F4.1 Employees travelling on University business which has been approved by the employer will be reimbursed actual and reasonable expenses upon presentation of receipts.

F4.2 An incidental allowance of \$8.42 per 24 hour period or part thereof is payable for incidental expenses not otherwise recoverable. The period of payment is calculated from time of departure from the University or from the employee's residence whichever is the earliest to the time of return to the University or employee's residence whichever is the earlier.

F5 FIELD WORK

F5.1 For the purpose of this agreement, field work shall mean:

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

F5.2 An employee has the right to object to undertaking field trips and expeditions as defined in paragraphs (ii) and (iii) of sub-clause F5.1 on reasonable grounds. The employer undertakes to adequately consider an employee's reasonable objection to field trips and expeditions and wherever possible to give reasonable notice of the field trip or expedition.

F5.3 An employee who undertakes field work of any kind covered by this clause shall be provided by the employer with equipment and special clothing deemed by the employer to be necessary for the field work, and such equipment or special clothing shall remain the property of the employer. In lieu of the foregoing, an employee may be paid a sum agreed upon by the employer and the employee as partial reimbursement of the cost of provision by the employee of such equipment or special clothing, which shall remain the property of the employee.

F5.4 It shall be the duty of the employer to take all reasonable steps to ensure that all equipment and clothing supplied at any time during field work is in a safe working condition, and that where necessary the employee is given adequate instruction in its proper use.

F5.5 An employee engaged on a field trip or expedition shall be provided with suitable food and transport or shall be reimbursed the actual reasonable costs thereof. Where necessary, an employee undertaking a field trip or expedition may be given an advance against expenses.

F5.6 An employee engaged on a day trip shall be entitled to time-off, in lieu of overtime, on the basis of one hour for each hour worked, for any hours worked in excess of 7 1/2 hours.

F5.7 An employee engaged on a field trip shall be entitled to one day's time off in respect of each day worked on that field trip, which is not one of the employee's regular days of work, to be taken at a time mutually convenient to the employee and the employer.

- F5.8 An employee engaged on an expedition shall be entitled to overtime or time-off in lieu for the first twenty days on the same basis as provided in clause F5.7.
- F5.9 (i) An employee who is engaged on a field trip shall be entitled to accommodation of a reasonable standard appropriate to the circumstances.
 (ii) An employee engaged on a field trip or an expedition shall be paid the incidentals allowance at the rate of \$8.42 per day.
- F5.10 The terms and conditions applicable to expeditions shall be determined in each case prior to the commencement of the expedition. It is recognised by the parties that each expedition is to be treated on its merits as a separate case.

F6 TRANSPORT ALLOWANCE

- F6.1 Where an employee is required to travel to or from work during hours of darkness and/or the employer considers the safety of the employee is at risk the employer may provide free transport.
- F6.2 Shift and Rostered Staff
 Transport allowance at the rates specified below is payable to shift and rostered staff, subject to the following conditions:
 - an allowance is payable only to employees who are required to travel more than two kilometres from their residence to the place in which they are employed.
 - an allowance is payable only to employees who are required to travel to and from work during the times when public transport which is available to staff working normal daily hours has not begun, or has ceased to operate.
 - no allowance is payable when public transport would enable the employee to arrive at work within 30 minutes before the time they are required to commence duty and when public transport is safely available within 30 minutes after the time they cease duty or when free transport is provided by the University.
 - where the allowance is approved, it is for a return trip although public transport may be available when the employee is required to commence duty but not when they cease; or vice versa.
- F6.3 Rates

Shortest distance between employee's home and place of employment (one way)	Allowance payable for each return trip
Up to and including 2km	Nil
More than 2 and up to 5km	\$2.32
More than 5 and up to 10km	\$4.05
More than 10and up to 15km	\$5.79
More than 15km	\$7.53

F7 MOTOR VEHICLE MILEAGE RATE

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

SECTION G: HOLIDAYS AND LEAVE

G1 PUBLIC HOLIDAYS

- G1.1 The following days shall be observed as public holidays:
- New Year's Day
 - The Day after New Year's Day
 - Waitangi Day
 - Anzac Day
 - Good Friday
 - Easter Monday
 - Sovereign's Birthday
 - Labour Day
 - Auckland Anniversary Day
 - Christmas Day
 - Boxing Day
- G1.2 In the event of a public holiday, other than Waitangi Day or Anzac Day, falling on a Saturday or a Sunday, such holiday shall be observed on the succeeding Monday.
- G1.3
- (i) Where permanent or fixed term employees are required to work on a day on which a public holiday is legally observed, in addition to their normal pay they shall be paid T1 for all hours actually worked and shall be allowed a paid day off in lieu.
 - (ii) The same compensation shall be paid to staff working on an Easter Tuesday or the last working day before Christmas except that they shall not be granted a paid day in lieu since in these instances the hours worked will not be deducted from the individual's annual leave entitlement.
 - (iii) Casual employees shall be paid at time x2 for all hours worked on a Public Holiday, the working day before Christmas, or Easter Tuesday, or, at the option of the employer, time and a half and a day off in lieu.

G2 ANNUAL LEAVE

- G2.1.1 The employees (except casual employees) will be entitled to five (5) weeks annual leave (inclusive of Easter Tuesday and the last weekday before Christmas) per year of continuous service.
- G2.1.2 The employees will take annual leave on Easter Tuesday and the last weekday before Christmas, unless otherwise instructed by the Employer.
- G2.1.3 Annual Leave for Casual employees shall be four weeks per annum under the terms of the Holidays Act 2003.
- G2.2 The employee's wishes concerning the timing of leave will be met as far as possible. However, where this is not convenient to the University, the employer may decline to grant leave or may direct an employee to take leave at a certain time. (Decisions regarding timing of leave will be made in discussion with the employee and have regard to the University's workload requirements and the University's Work Life and Family policies and practices.)
- G2.3 Wherever possible employees will have the opportunity to take all leave due to them in any one leave year. An employee may be permitted to carry forward from one leave year to the next up to half of his/her annual leave entitlement. With the written approval of the employer an employee may take annual leave in anticipation of entitlement. The number of days anticipated shall not exceed the amount of accrued leave.
- G2.4 The University will provide at least one block of annual leave of more than two weeks in each year, in accordance with the Holidays Act. Staff and managers are encouraged to discuss annual leave plans for the forthcoming year.

G3 HOLIDAYS FALLING DURING LEAVE OR TIME OFF

- G3.1 **Leave on pay**
Where a public holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an employee is entitled to that holiday which is not to be debited against such leave. This provision does not apply to a holiday falling during annual or retiring leave after the employee has ceased work prior to leaving the university, unless the employee has worked at any time during the fortnight prior to the day on which the holiday is observed.

G3.2 Leave without pay

An employee shall not be entitled to payment for a public holiday falling during a period of leave without pay, unless the employee has worked at any time during the fortnight prior to the day the holiday is observed.

G4 SICK LEAVE

G4.1 Employees are entitled to either Sick Leave on pay as set out in the schedule below, or Sick Leave without pay, on production of a medical certificate. Part-time employees working less than five days a week or reduced hours shall be granted sick leave on a pro-rata basis.

G4.2 Sick leave can be used when the employee is sick or injured or when the employee must attend to a dependent member of the family, who becomes sick, as set out in the Holidays Act 2003 and its subsequent amendments.

G4.3 All Sick Leave is to be computed in working days.

G4.4 Schedule of Entitlement:

Length of Service	Aggregate period for which sick leave on pay may be granted during service (Working Days)
Up to six months service	5 days.
After six months service and up to 12 months service	9 days inclusive of days previously allowed.
Over 12 months service	9 days for each 12 months of service with a maximum accumulation of 260 days.

G4.5 This leave is inclusive of the provisions of the Holidays Act 2003.

G4.6 The employer may, at its discretion, decide that sick leave on pay of any special nature should not be included in the aggregate of sick leave taken.

G4.7 The employer may require an employee to undergo an examination by a registered medical practitioner of the employer's choice where it is considered that the employee's performance may be impaired by a possible medical condition. Should the employee be found to be unfit to perform full duties he/she may be placed on sick leave (with or without pay) until cleared to return to full duties. The cost of the medical examinations will be met by the employer.

G4.8 If an employee is absent on sick leave for less than a whole day, such leave is to be debited as follows:

- (i) Absent for a whole morning or afternoon - half day's sick leave
- (ii) Absent for less than two hours during the day - no deduction.
- (iii) Absent for two hours and up to six hours during the day - half day's sick leave.
- (iv) Absent for over six hours during the day - one day's sick leave.

G4.9 The employee should notify absence due to sickness to the employer whenever possible within 30 minutes of normal starting time. A medical certificate will be required for all absences in excess of five consecutive days and may be required for absences of shorter periods. If information is received which indicates that the sick leave entitlement is being misused, the employer may take such action as is necessary to clarify the matter.

G4.10 When sickness occurs during annual or long service leave, the employer will permit the period of sickness to be debited against sick leave entitlement provided that period of sickness is more than five days and a medical certificate is produced.

G4.11 Anticipation of Sick Leave:

In special cases, employees may be allowed to anticipate sick leave becoming due on completion of a further period of service provided that at least five days sick leave is retained for each year of service for which sick leave has been anticipated.

All approvals are subject to the proviso that the necessary adjustments to final pay are to be made if employees resign before the next entitlement falls due.

G5 RETIREMENT

The employee shall give to the University not less than 3 months notice of retirement.

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.

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.

G6 RETIREMENT LEAVE

G6.1 These provisions apply to an employee who retires under the provisions of G5, and to an employee with whom the University has agreed that his/her retirement will be followed by an agreed fixed term or casual employment agreement with the University of Auckland. Employees who retire shall be entitled to the following leave:

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

G6.2 Service for the purpose of retirement leave entitlement and calculation means unbroken employment, full-time or part-time (on a pro-rata basis), in the University together with any other service which the employer may at its discretion recognise. However, previous service in the State Sector does not qualify for retiring leave if the employee accepted voluntary severance.

G6.3 Retirement leave does not count as service; service for retirement leave purposes is to be reckoned up to and including the last day of work plus any annual or long-service leave due.

G6.4 In determining the period of service, the employer may deduct periods of leave without pay exceeding three months in total.

G6.5 Retiring Leave commences from the working day following the last day of duty. Where annual leave or long service leave is due the retiring leave commences from the working day following expiry of such leave.

G6.6 Grant in Lieu of Retiring Leave

G6.6.1 All employees eligible for retiring leave may accept, instead of any period of retiring leave to which they are entitled (less any retiring leave already taken in anticipation), a lump sum gratuity equivalent in value to that leave.

G6.6.2 On the death of an employee the employer may approve a cash grant in lieu of retiring leave to the surviving partner or if there is no surviving partner to any dependant.

G7 PARENTAL LEAVE

G7.1 Leave without pay

Parental leave is leave without pay

G7.2 Entitlement and eligibility

G7.2.1 An employee while they are employed in the University is entitled to parental leave in the following circumstances:

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

G7.2.2 Leave of up to 52 weeks shall be granted to employees with at least one year's service. For those with less than one year's service parental leave up to 26 weeks may be granted. The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not only one or both partners are employed in the University.

G7.2.3 Where two or more children are born or adopted at the same time, then for the purposes of these provisions the employee's entitlement shall be the same as if only one child had been born or adopted.

G7.2.4 Employees intending to take parental leave are required to give at least three months' notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner certifying the expected date of delivery. Special and medical circumstances will be taken into account.

- G7.2.5 An employee absent on parental leave is required to give at least one month's notice of their intention to return to duty.
- G7.2.6 In addition to parental leave:
- (i) A female employee who is pregnant is entitled, before taking parental leave, to take a total of up to 10 days' special leave without pay for reasons connected with her pregnancy.
 - (ii) A male employee may take a continuous 14 day period as leave without pay. Leave may be taken any time during the six week span beginning 21 days before the expected date of delivery or adoption and ending 21 days after the actual date of delivery or adoption.
- G7.3 Job protection**
- G7.3.1 An employee returning from parental leave is entitled to resume work in the same position or in a similar position to the one she/he occupied at the time of commencing parental leave.
- G7.3.2 A similar position means a position:
- at the equivalent salary and grading; and
 - on the same campus; and
 - involving responsibilities broadly comparable to those exercised in their previous position.
- G7.3.3 Except in cases where the position needs to be filled permanently, when an employee goes on parental leave an employer must as first preference hold the employee's position open (This includes filling it temporarily).
- G7.3.4 If the employer needs to fill the position permanently, at the time the employee indicates their intention to return to duty, the employer shall provide a written offer of one of the following (in order of priority);
- (i) the same position if it is vacant at that time or a similar position to the one they occupied before commencing parental leave; or
 - (ii) If this is not possible the employer may approve one of the following options:
 - (a) an extension of parental leave up to 12 months until the employee's previous position or a similar position becomes available or
 - (b) where extended parental leave as provided in (a) expires and no position is available for the employee, the employee continues on leave without pay and the employer may terminate employment with three months' notice providing that an employee whose services are terminated under this provision shall be entitled to be paid the ex gratia payment equivalent to nine weeks leave that she/he could have earned if she/he had had the opportunity to return to work after parental leave.
- G7.4 Deployment**
- G7.4.1 When a staffing surplus is declared involving a position that is usually occupied by an employee who is on parental leave, then the same university deployment provisions that would apply to other staff members who are part of the same surplus will apply.
- G7.4.2 Any employee on parental leave must be notified if their position is to be disestablished as a result of a staffing surplus.
- G7.5 Special University Paid Parental Leave**
- G7.5.1 An employee who is entitled to apply for 52 weeks Parental Leave may apply for up to nine weeks of such Parental Leave as Special Paid Parental Leave, providing that the employee genuinely intends to return to duty after such Parental Leave, and providing further that if the employee subsequently does not return to duties, the employee agrees to refund salary and other remuneration paid during Special Paid Parental Leave or agrees to alternative arrangements with the University. This leave can be taken in blocks of one week or more to allow more flexibility for eligible parents.
- G7.5.3 If both partners are employed in the University and are eligible for Special Paid Parental Leave, then they are entitled to a total of nine weeks Special Paid Parental Leave, between them, and they may choose who will receive it.
- G7.5.4 Any adjustments to the salary scale that are backdated into the period covered will apply.
- G7.5.5 An employee who is absent on parental leave for less than nine weeks (45 working days) will receive that proportion of the payment that their absence represents in working days.
- G7.5.6 Any payment is to be based on the percentage rate of employment prior to absence on parental leave. However, a woman who works less than full normal hours for a short period only, prior to her confinement, may have her case for full payment considered by the employer.

G7.6 Employees returning from a period of parental leave

Employees returning from a period of parental leave may wish to work reduced hours for a period or take up a part-time position within the University. The University is encouraged to take a sympathetic view of employees' circumstances and have regard to the University's equal employment opportunities policy when exercising decision making powers in relation to such applications.

G7.7 Increments on incremental date

The practice of awarding increments when the employee's incremental date falls during absence on parental leave will be maintained.

G8 RE-ENTRY AFTER ABSENCE DUE TO CHILDCARE

G8.1 An employee who resigned from the University to care for an under school age child or children may apply to re-enter the University under preferential conditions provided that:

G8.1.1 The absence does not exceed four years from the date of resignation or five years from the date of cessation of duties to take up parental leave.

G8.1.2 The applicant must:

- (i) produce a birth certificate for the under school age child;
- (ii) sign a statutory declaration to the effect that absence has been due to the care of an under school age child and paid employment has not been entered into for more than 15 hours per week or other income received during that absence.

G8.2 Where paid employment has been entered into for substantially more than 15 hours per week or other income earned in excess of \$23,000 per annum eligibility will be at the employer's discretion.

G8.3 An applicant seeking to return to the University should give at least three month's notice and renew that notice at least one month before the date s/he wishes to return to work or one month before the expiry of the period in G8.1.1, whichever is the earlier. This notice shall be forwarded to the employer who shall acknowledge receipt of it.

G8.4 Where an applicant meets the conditions in G8.1.1 to G8.3 and at the time of the application:

G8.4.1 Has the necessary skills to fill competently a vacancy which is available in the University; and

G8.4.2 The position is substantially the same in character and at the same or lower salary as the position previously held, then the applicant under these provisions is to be appointed in preference to any other applicant for the position.

G8.5 Absence will interrupt service but not break it, however, the period of absence will not count as service for the purposes of leave entitlements.

G8.6 If an applicant is not appointed to any position within three months after the expiry of the period in G8.1.1 above, the benefits of these provisions will lapse.

G9 LONG SERVICE LEAVE

G9.1 In addition to holidays and annual holidays specified elsewhere in this agreement an employee shall be entitled on completion of 20 years continuous university service to a special holiday of four weeks, which must be taken within five years of becoming due, or be forfeited. This is a once only entitlement and must be taken as four consecutive weeks leave.

G9.2 Long service leave is a leave entitlement, not a basis for a lump sum payment.

G9.3 Entitlement to long service leave shall not affect any retirement leave eligibility, or retirement grant payable under this agreement.

G10 CREDITING OF PREVIOUS SERVICE

G10.1 The University may give credit for other previous relevant service for purposes of calculating leave and other entitlements (e.g. annual leave, sick leave, long service leave and retiring leave).

G10.2 Decisions shall have regard to:

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

G11 JURY SERVICE LEAVE

An employee called upon for Jury Service must request to be excused where the operational needs of the employer require attendance at work. The employer will support that request in writing. If the

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

G12 BEREAVEMENT/TANGIHANGA LEAVE

- G12.1 An employee shall be granted bereavement leave on full pay to discharge obligations and/or to pay respects to a deceased person with whom 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).
- G12.2 In granting time off, and for how long, the employer must administer these provisions in a culturally sensitive manner taking into account:
- (i) The closeness of the association between the employee and the deceased, which association need not be a blood relationship;
 - (ii) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
 - (iii) The amount of time needed to discharge properly any responsibilities or obligations;
 - (iv) Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
 - (v) A decision must be made as quickly as possible so that the employee is given the maximum time possible to make any necessary arrangements. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary.
- G12.3 If paid bereavement leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.
- G12.4 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, long service leave (except when this is taken after relinquishing of office) or other discretionary leave on pay, such leave may be interrupted and bereavement leave granted in terms of the preceding clauses. This provision will not apply if the employee is on leave without pay.

G13 STUDY LEAVE

- G13.1 Provision of Study Leave is at the discretion of the employer.
- G13.2 Employees may be granted study leave to enable them to complete qualifications and to attend courses and seminars which are considered by their employer to be relevant to their employment. Such study leave may entitle them to the benefits set out in G13.3 and G13.4.
- G13.3 An employee who has been granted study leave under G13.2, and who has successfully completed a section of the course for which he/she has enrolled, may be reimbursed either wholly or in part towards the cost of course or tuition and examination fees on the production of the results sheets and receipts. Other fees and purchase of notes, books and instruments shall be the responsibility of the employee.
- G13.4 Where, as a course requirement, the employee who has been granted study leave under G13.2 is required to travel to another centre, the employer may pay transport costs and expenses set out in F4.
- G13.5 The granting of study leave each year shall be subject to the employee's satisfactory progress in his/her work and studies.
- G13.6 Where a full time employee is required by the employer to study towards a recognised qualification, the employee shall be granted leave on pay up to a maximum of one day in a week, or such other times as may be required by the employer, for the purpose of attending such a course or study.

G14 TUITION FEES

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

G15 OTHER LEAVE

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

G16 ACCIDENT LEAVE

Accident leave is granted in terms of the Injury Prevention, Rehabilitation, and Compensation Act 2001.

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

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

G17 REPRESENTATIVES EDUCATION LEAVE

G17.1 PSA and TEU representatives shall be granted Representatives Education Leave, allocated on the basis of up to 3 days per year per representative. The total allocation of leave provision shall be based on 1 day per year per 10 full time equivalent union member employees covered by this agreement. (Note: where this entitlement is less than the provisions of the Employment Relations Act 2000, then the provisions of the Act shall apply in lieu of these provisions.)

G17.2 Representatives Education Leave shall be granted providing operational requirements are not unduly disrupted, to allow participation in education courses, subject to the PSA, or TEU, as appropriate, giving the employer not less than three weeks notice of such a course. The employer shall advise the PSA or TEU, as appropriate, not less than two weeks prior to a course that leave has been granted. Leave approved shall be paid at the ordinary rate of pay.

SECTION H: GENERAL PROVISIONS

H1 HEALTH AND SAFETY

H1.1 Safe Work Practices

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.

H1.2 Protective Clothing:

- (i) Where necessary suitable protective clothing, footwear, safety spectacles and equipment shall be provided by the employer and the employee instructed in their use.
- (ii) Where justified prescription hardened lenses shall be provided by the employer. Should a change in prescription require a change of lenses, then the employer shall pay the difference in cost between normal and hardened lenses plus the cost of standard safety frames if required.
- (iii) Laundering or dry cleaning of all protective clothing shall be the responsibility of the employer and shall be carried out on a regular basis.
- (iv) An employee suffering damage to clothing while wearing protective clothing shall be financially reimbursed for the damage.
- (v) The employer shall take all reasonably practicable steps to ensure that the employee is instructed in the use and need for safety clothing and equipment.
- (vi) The employee shall be under an obligation to make use of safety clothing and equipment provided by the employer. Repeated failure to do so shall constitute misconduct.

H1.4 OOS

The employer will ensure that all employees are familiar with the risks of OOS when working in situations where any muscle group is stressed over periods of time (including through the extended use of keyboards). The Health and Safety section of HR will provide current information to employees to minimise risks of OOS.

H1.5 New Technology

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

H2 DEVELOPMENT REVIEWS

The employer shall annually review the development of the employee. Such a review shall have regard to the duties of the employee, and shall comply with University EEO and Development Review policies.

H3 DEVELOPMENT OF JOBS AND ROLES

The University is committed to a fair, collegial and consultative approach to reviews and development of jobs and roles and to the career development of staff.

Staff are encouraged to engage with their manager where there are actual or proposed changes in job content and responsibility, and to involve the PSA, or TEU, as appropriate, in these discussions whenever they wish.

Where there are significant changes in the position, the Job Description may be reviewed and may be considered under the Job Evaluation system under the terms of Clause E2.1.

Any changes should be reasonable and take account of the need for a healthy and safe workplace.

Where it becomes apparent that there is a need for redeployment into another role, the University policy includes involvement of the PSA, or TEU, as appropriate, in these discussions whenever the staff member wishes. (Refer also to Appendix E).

H4 RELEASE OF INFORMATION

Employees shall ensure that they do not comment on behalf of the University on matters outside their particular areas of expertise or responsibility unless they have first obtained the approval of the Registrar through the appropriate Dean, HoD/HoS.

H5 PUBLICATION OF RANGES OF RATES

The employer shall make available to staff a profile of salaries paid to Professional Staff. Where necessary to protect individual privacy, data will be suppressed.

H6 PAYMENT OF SALARIES

H6.1 Direct Debit: Payment of all salaried employees shall be by direct credit to a bank account, fortnightly.

H6.2 Final Pay: Regardless of whether the termination is on notice or without notice, the employee's final pay is payable in the next available pay cycle, unless the employee requests of the employer in writing to receive the final pay on the last day of the employee's work.

H7 DEDUCTIONS

H7.1 Notwithstanding anything contained elsewhere in this agreement the employer shall be entitled to make a rateable deduction from the salary of an employee for time lost through sickness (other than as provided in this agreement) or default provided that such deduction shall be made not later than the pay period following that in which the absence occurred.

H7.2 The University will distribute union parties' information material and membership application forms to each new employee at the commencement of their employment. The University shall forward completed authorisation forms to the relevant union party.

H7.3 At the written request of any employee, the employer shall deduct union fees from the employee's pay at a rate advised from time to time by the PSA, or TEU, as appropriate, and shall remit such deductions to the PSA, or TEU, as appropriate, in a manner agreed upon between the employer and the relevant union party.

H7.4 (i) The employer, when requested in writing by a union party, shall within one month of receipt of such request, supply to that union party a list of all employees from whom deductions have been made.

(ii) Such requests shall not be made to the employer at intervals of less than six months.

H8 EMPLOYMENT RELATIONSHIP PROBLEMS

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

H9 Disciplinary procedures

H9.1 Disciplinary processes shall be undertaken in accordance with the Disciplinary Procedures of Appendix C of the Professional Staff Collective Agreement 31 January 2011 – 30 June 2011 (as amended from time to time in accordance with clause C6.3) and the following principles:

H9.2 **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:

- (a) Identification of unacceptable conduct/performance and advice of such to the employee.
- (b) An informed opportunity for the employee to explain the alleged conduct/performance.
- (c) 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).
- (d) That the employer act fairly towards the employee, including being active, constructive, responsive and communicative in the employment relationship.
- (e) That the employee deal with the employer in good faith, including being active, constructive, responsive and communicative in the employment relationship.
- (f) The employee has the right to representation at all stages in the process.

H9.3 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.

H9.4 The following principles will apply wherever practicable to the raising and investigation of conduct and performance matters:

- i. Wherever appropriate, any concerns about conduct and performance will be dealt with informally at the first instance.
- ii. 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.
- iii. If a disciplinary meeting is required the employee shall be informed of the disciplinary options prior to the meeting.
- iv. The employee shall be entitled to be heard as to the penalty, if any, that should be imposed.
- v. 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.

H10 Suspension

H10 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.

H10 SAVINGS

H10.1 This clause shall apply to staff in the following occupational classes:

- Administrative and Clerical
- Computer (Data Processing) and (Data Entry)
- Computer Consultants, Analysts, Programmers
- Continuing Education Officers
- Counsellors (student)
- General Services
- Liaison Officers
- Nurses

Physical Recreation Officers and Fitness Instructors
Secretaries/Typists
Telephonists.

Permanent staff who took up duties prior to 9 March 1988 or who were appointed prior to 9 March 1988 but took up duties after 9 March 1988 to suit the convenience of the university shall not have their previous annual leave, sick leave, long service leave or retiring leave entitlements reduced by the coming into force of this agreement.

H10.2 Librarians

(This clause shall apply to staff in the Librarians Occupational Class.) Permanent staff who took up duties prior to 15 December 1980 or who were appointed prior to 15 December 1980 but took up duties after 15 December 1980 to suit the convenience of the university shall not have their previous annual leave, sick leave, long service leave or retiring leave entitlements reduced by the coming into force of this agreement.

H10.3 Technicians

(This clause shall apply to staff in the Technicians Occupational Class.) No employee coming within the scope of this agreement who took up their duties prior to 1 July 1990 shall have their salary reduced or other terms or conditions of employment worsened by reason of the coming into operation of this agreement.

H10.4 Additional Leave

Where an employee was entitled to additional annual leave to that which was provided in the 1997 Professional Staff CEC under Clauses G1 and G3.2, the employee shall retain such additional entitlement under this collective agreement.

H11 UNION MEETINGS

H11.1 Subject to the following clauses the employer shall allow every employee covered by this agreement who has nominated one of the union parties as their bargaining agent to attend on ordinary pay up to two meetings (each of a maximum 2 hours duration) with their union party in each year.

H11.2 The union party shall give the employer at least 14 days' notice of the date and time of any meeting to which H11.1 applies.

H11.3 The union party 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.

H11.4 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.

H11.5 Only union members who actually attend a union meeting shall be entitled to pay in respect of that meeting and to that end the union party shall supply the employer with a list of members who attended and shall advise of the time the meeting finished.

H12 RIGHT OF ACCESS

Subject to the Employment Relations Act 2000, the secretary or other authorised officer of the PSA, or TEU as the case may be, shall, with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at all reasonable times upon the premises for the purpose of interviewing any workers represented by the PSA, or TEU, as the case may be, or enforcing this agreement, including access to wages, holiday and time records but not so as to interfere unreasonably with the employer's business.

H13 TERM OF COLLECTIVE AGREEMENT

This collective agreement comes into force on (*date of ratification*) 2011 and expires on 30 June 2013.

SCHEDULE A: SCHEDULE OF SIGNATORIES

The following are parties to The University of Auckland Professional Staff Collective Employment Agreement.

Signed on behalf of
Vice Chancellor of The University of Auckland:

Date:

Signed on behalf of the
New Zealand Public Service Association Inc:

Date:

Signed on behalf of
The New Zealand Tertiary Education Union Inc:

Date:

APPENDIX D: 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 the PSA 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 the Human Resources Registry, the EEO Advisor or the University Mediator.
4. In the case of a personal grievance, the employee must raise the matter with the employer within 90 days of the grievance occurring or coming to the employee's notice, whichever is the later. A written submission is preferable but not necessary.
5. The employee has the right to seek the support and assistance of his or her union or representative, or information from the Department of Labour Mediation Service at any time.
6. The University will try to resolve the matter through discussion with the employee and/or his or her union or representative.
7. If the problem cannot be resolved through discussion, then either the employee or the University can request assistance from the Department of Labour which may provide mediation services.
8. If the problem is not resolved by mediation, the employee may apply to the Employment Relations Authority for investigation and determination.
9. In certain circumstances the decision of the Employment Relations Authority may be appealed by the employee or the University to the Employment Court.

APPENDIX E: 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 not less than one month prior to any final decisions being made provided that in specific instances this period may be reduced by mutual agreement with the union(s) concerned. The purpose of such consultation is to allow the parties sufficient opportunity to investigate options in good faith which would prevent any loss of employment. Nothing in this appendix applies to casual employees, as defined under clause C1.5.
- (b) The University's approach to surplus situations shall be to explore the possibility of using redeployment, retraining and or alternatively early retirement. Where reasonable efforts to place surplus staff through these options prove unsuccessful redundancy provisions may be invoked.
- (c) Employees shall receive not less than two months' notice of the termination of their employment by reason of redundancy, or such shorter or longer period as may be agreed between the employee and the University. They shall have the option to work out their notice where that is practicable.
- (d) Employees who have been given notice of redundancy will within the period of notice be given reasonable time, on full pay to make arrangements to seek new employment. These arrangements may include, for example, help in the preparation of a CV, job training, counselling, financial management, or attendance at job interviews. The employer will meet reasonable costs.

Employment Protection Provisions

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

- (e) This clause applies to restructuring (as defined in Section 69L of the Employment Relations Act 2000) and therefore will apply where the Employer intends to enter into a contract or arrangement under which its business (or part of it) is to be undertaken by another person or business, or where the Employer's business (or part of it) is to be sold or transferred to another person or business. In the event a restructuring will affect employees, the Employer shall, as soon as is reasonably practicable, (taking into account the commercial and confidentiality requirements of the business), commence negotiations with the other party involved in the restructuring (the "Other Party") concerning the impact of the restructuring on every employee.

In those negotiations, the Employer will, subject to any statutory, commercial confidence or privacy issues, provide the Other Party with all information about the employees who will be affected by the restructuring, including details of their current terms and conditions of employment. The Employer will encourage the Other Party to offer all affected employees, employment on no less favourable terms and conditions of employment than they currently enjoy with the University.

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

Two options may be offered. They are:

- The Other Party does offer the employee employment on terms and conditions which are no less favourable than their existing terms and conditions. The employee may accept this offer to transfer to the Other Party or the staff member may decline the offer. If the employee accepts or declines the offer then they will not be entitled to any redundancy compensation from the University.
- If the staff member is not offered employment, by the Other Party, then the Employer will consult with the staff member regarding whether there are any suitable alternative positions available. If none can be identified or offered to the employee then they will be entitled to two months notice and redundancy compensation as per Appendix E (k) in this agreement.

Redeployment:

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

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

Redundancy:

- (k) Upon leaving the University because of redundancy the employee shall be offered a severance payment as follows based on continuous service with the University.
 - (a) Six weeks ordinary pay for the first year (or less) of service to the University.
 - (b) Two weeks ordinary pay for the second and subsequent years or part thereof.

The maximum severance payment under this clause shall be 40 weeks ordinary pay.
Annual leave and Long Service Leave due shall be paid in addition to the above 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.
- (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 k), including the following option.

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

APPENDIX F: TERMS AND CONDITIONS OF EMPLOYEES ON SALARY OVER OVERTIME LIMIT

(Maximum of level 5 – \$70,573 from 1 February 2010; and \$71,984 from 1 February 2011)

1. This Appendix covers those Professional Staff who are paid salary that is in excess of the salary limit for overtime (refer **clause** D2.1 (Overtime)), who are employed by the employer in the same or similar occupations as listed below and who have authorised one of the union parties to negotiate on their behalf, and new and other employees who join either of the union parties during the term of this agreement and who are covered by this provision.

Administrative and Clerical; Computer (Data Processing) and (Data Entry); Computer Consultants, Analysts, Programmers; Continuing Education Officers; Counsellors; General Services; Liaison Officers; Librarians; Nurses; Physical Recreation Officers and Fitness Instructors; Secretaries/Typists; Technicians; Telephonists; Mailpersons.

This Appendix shall not cover those employees engaged on an individual employment agreement and who manage the functions covered above, nor does it cover any Professional Staff on levels above level 6.

2. Where an employee is covered by the Professional Staff Collective Agreement is subsequently paid a salary in excess of the salary limit for overtime (refer clause D2.1 (Overtime)), the employee's terms and conditions shall be as follows:

2.1 **Section A** of the *Professional Staff Collective Agreement* shall apply.

2.2 **Section C** of the *Professional Staff Collective Agreement* shall apply, provided that the employer may require a longer notice period than that provided under clause C4.1 which will be specified in the individual offer of employment.

2.3 **Section D** of the *Professional Staff Collective Agreement* shall not apply. The following provisions apply:

HOURS OF WORK

Thirty seven and a half hours shall constitute an ordinary full time week's work to be worked between 7 am and 9 pm Monday to Friday and 8 am and 5 pm Saturday, normally on five consecutive seven and a half hour days. However, these may be varied by mutual agreement following discussion between the employer and any employee(s) directly affected by the variation. Any such variation shall be recorded in writing.

ADDITIONAL HOURS

Staff may be granted time off on the basis of one hour for each additional hour worked at the discretion of the employer.

2.4 The following provisions in Section E of the *Professional Staff Collective Agreement*, shall apply:

- E2.1 Evaluation of Positions
- E2.2 Appeals against the level in which a position has been placed
- E4.2 Salary Review Criteria
- E4.5 Salary Review Appeal Provisions
- E5 Supplementary Payments
- E6 Performance Payments

The Salary Review Criteria may also include criteria specified in the employee's offer of employment, the employee's job description, or any other written specified performance criteria.

2.5 **SUPPLEMENTARY PAYMENTS**

The Employer may award individual employees a non-superable payment additional to salary on the grounds of recruitment and retention. The payment will be reviewed annually.

2.6 **Section F** of the Professional Staff Collective Agreement shall apply

2.7 **Section G** of the *Professional Staff Collective Agreement* shall apply, except Clauses G2.1.1 and G2.1.2 (Annual Leave), which shall be replaced with the following provision.

ANNUAL LEAVE ENTITLEMENT Annual leave of five weeks per annum shall be allowed under the terms of the Holidays Act 2003. This entitlement includes the following days that may be defined as being annual leave days: the working day before Christmas, Easter Tuesday.

2.8 **Section H** of the Professional Staff Collective Agreement shall apply

2.9 **PROFESSIONAL FEES**

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

2.10 **CONFIDENTIALITY**

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

2.11 **INDEMNIFICATION**

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

