



UNIVERSITY OF
AUCKLAND
Waipapa Taumata Rau
NEW ZEALAND

Accommodation Night Supervisor Individual Employment Agreement

December 2022



ACCOMMODATION NIGHT SUPERVISOR INDIVIDUAL EMPLOYMENT AGREEMENT

DECEMBER 2022

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ACCOMMODATION NIGHT SUPERVISOR INDIVIDUAL EMPLOYMENT AGREEMENT DECEMBER 2022

SECTION A: PARTIES

A1 PARTIES

- A1.1 The parties to this agreement are the Vice Chancellor of Waipapa Taumata Rau | The University of Auckland (the "Employer"), and the Employee ("You").
- A1.2 The terms and conditions (including pay rates) set out in this document differ from those in the collective agreement. You acknowledge that if, at any time in the future, you choose to be covered by the applicable collective agreement, your terms and conditions will be those set out in the collective agreement. This means you will be paid in accordance with the pay rates set out in the collective agreement and be eligible for service-related entitlements which may differ from the pay rate and service related entitlements provided to you under your individual agreement

SECTION B: MUTUAL RESPONSIBILITIES & SUPERANNUATION

B1 POSITION AND DUTIES

- B1.1 You will be appointed as **Night Supervisor** in Accommodation.
You will perform the duties set out in the attached Job Description.
You may be required to work at any of the other Accommodation on a temporary or permanent basis as required by the Employer. The Employer will consult with you should a transfer be considered, prior to making any transfer decision.

B2 MUTUAL RESPONSIBILITIES

- B2.1 During the term of this agreement the Employer shall act as a good employer in all dealings with the Employee.
- B2.2 The Employee shall during their 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.

B3 SUPERANNUATION/KIWISAVER

- B3.1 For further details, please view the [staff intranet page](#).
- B3.2 University employees may belong to Unisaver in accordance with the provisions of that scheme.
- B3.3 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 payroll so that the requisite deductions can be made.
- B3.4 Where the Employee is a contributor to the Government Superannuation Fund the University will continue to make contributions to the Fund. Members of the fund are bound by the provisions of that scheme.

SECTION C: HOURS OF WORK

C1 HOURS OF WORK

- C1.1 37.5 hours shall constitute an ordinary full-time week's work to be worked between Monday to Sunday, normally on five consecutive 7.5-hour days between 11pm and 7am. Your specific work schedule will be set out in Schedule 1 in the letter of offer, including the schedule for part-time Night Supervisor roles as applicable.
- C1.2 You shall have regular hours, however these may be varied by mutual agreement following discussion between the Employer and the Employee. Any such variation shall be recorded in writing.
- C1.3 Any additional hours worked over 37.5 hours per week (or over regular agreed part-time hours, where applicable), where it has been approved in advance by the manager will attract overtime paid at time and a half.
- C1.4 You are entitled to meal and rest breaks in line with the Employment Relations Act 2000. Employees working 6-8 hours in one day are entitled to two 10-minute paid rest breaks; and one 30-minute meal break.

SECTION D: REMUNERATION

D1 ANNUAL SALARY REVIEWS

- D1.1 All salaries shall be reviewed annually.

D2 RECRUITMENT AND RETENTION ALLOWANCE

- D2.1 The Employer may award individual employees a non-superable allowance in addition to salary on the grounds of recruitment and retention. The payment shall be reviewed annually.

D3 TE REO MĀORI DUTIES

- D3.1 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.
- D3.2 Where employees are called upon by the University to use Te Reo Māori 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 E: ALLOWANCES

E1 SPECIAL DUTIES ALLOWANCE

- E1.1 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.

E2 TRAVELLING ON UNIVERSITY BUSINESS IN NEW ZEALAND (EXCEPT ON FIELD WORK)

- E2.1 Employees travelling on University business which has been approved by the Employer will be reimbursed actual and reasonable expenses upon presentation of receipts.

E3 TRANSPORT

- E3.1 Where an employee is required to travel to or from work outside regular hours and the employer considers the safety of the Employee is at risk the Employer may provide free transport.
- E3.2 For further information on organising, undertaking or approving University transport and travel, please refer to the [Travel Policy](#).

SECTION F: HOLIDAYS AND LEAVE

F1 PUBLIC HOLIDAYS

- F1.1 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
 - Matariki
 - Labour Day
 - Auckland Anniversary Day (or relevant regional holiday, as per the Holiday's Act 2000)
 - Christmas Day
 - Boxing Day
- F1.2
- (i) Where permanent or fixed term employees are required (by the academic head or line manager) to work on a day on which a public holiday is legally observed, they shall be paid double time for all hours actually worked. If the public holiday worked is an ordinary day of work for the Employee, they shall be allowed a paid day off in lieu.
 - (ii) Staff working on Easter Tuesday or the last working day before Christmas shall be paid double time.
 - (iii) Casual employees shall be paid double time for all hours worked on a Public Holiday, the working day before Christmas, or Easter Tuesday.

F2 ANNUAL LEAVE

- F2.1 You will be entitled to five (5) weeks annual leave (inclusive of Easter Tuesday and the last weekday before Christmas) per year of continuous service.
- F2.1.1 You will take annual leave on Easter Tuesday, the last weekday before Christmas and the working days between Christmas and New Year, unless otherwise instructed by the Employer.
- F2.2 Your 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 relevant University policies and practices.)
- F2.3 Wherever possible You 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 their 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.
- F2.4 The University will provide at least one block of annual leave of two weeks or more in each year, in accordance with the Holidays Act. Staff and managers are encouraged to discuss annual leave plans for the forthcoming year.
- F2.5 The University offers staff the option of either buying or cashing up one (1) week of annual leave. For details of this scheme and eligibility requirements please visit the [Leave Plus](#) page on the staff intranet.

F3 HOLIDAYS FALLING DURING LEAVE OR TIME OFF

F3.1 Leave on pay

Where a public holiday falls during a period of annual leave, sick leave on pay or special leave on pay (including special University paid parental leave under clause [F5](#)), 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.

F3.2 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.

F4 SICK LEAVE

F4.1 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.

F4.2 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.

F4.3 All Sick Leave is to be computed in working days.

F4.4 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	10 days inclusive of days previously allowed.
Over 12 months service	10 days for each 12 months of service with a maximum accumulation of 260 days.

F4.5 This leave is inclusive of the provisions of the Holidays Act 2003.

F4.6 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.

F4.7 If an employee is absent on sick leave for less than a whole day, such leave is to be debited as follows:

- (i) Absent for a quarter of the total allotted hours for that day – no deduction
- (ii) Absent for between a quarter and three quarters of the total allotted hours for that day - half day's sick leave
- (iii) Absent for more than three quarters of the total allotted hours for that day – full day's sick leave.

F4.8 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.

F4.9 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.

F4.10 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.

F4.11 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 in accordance with Clause [G5](#).

F4.12 Medical Incapacity

F4.12.1 In the event of prolonged illness, suspected incapacity or concerns about the Employee's attendance at work (including as a result of intermittent absences), the Employer may request that an Employee undergo an examination by a registered medical practitioner for an assessment of an Employee's fitness for work and/or return to work.

- F4.12.2 The parties agree that the primary purpose of any medical examinations is to support the Employee's wellbeing, recovery and return to work. Accordingly, the selection of the relevant practitioner, (although nominated by the University) is to be by mutual agreement. The cost of the medical examinations will be met by the Employer. A copy of any relevant report provided by the agreed medical practitioner will be available to both parties.
- F4.12.3 For Employees who are unfit to work but progressing toward recovery and a return to work may be granted leave either with or without pay (if an Employee has exhausted their sick leave entitlements).
- F4.12.4 Where an Employee remains unfit to work after a reasonable timeframe, or prognosis for recovery is poor, provided that reasonable time has been given for recovery and the Employer has taken practicable steps to support the Employee to return to work, termination of employment may be considered.
- F4.12.5 In cases where termination of employment is necessary, a notice period of 3 months will be applicable.

F5 PARENTAL LEAVE

- F5.1 The University recognises and affirms the importance of whānau by providing an inclusive parental leave policy to support parents, in line with the [Parental Leave Act](#).
- F5.2 University Paid Parental Leave is administered in accordance with the [University's Parental Leave Policy and Procedures](#).
- F5.3 Staff members may apply for up to nine weeks of University Paid Parental leave if they meet the criteria in the Parental Leave Policy and Procedures.
- F5.4 University Paid Parental Leave can be taken in blocks of one week or more to allow more flexibility for eligible parents.

F6 RETIREMENT

- F6.1 The Employee shall give to the University a minimum of three (3) months' notice of retirement in writing.
- F6.2 An Employee who intends to retire 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.

The Employee shall provide the University with details of any planned future employment.

The University and employee agree that retirement means permanently withdrawing from the paid fulltime, part-time, fixed-term or casual workforce. The Employee shall provide the University with details of any planned future employment.

F7 RETIREMENT LEAVE

ELGIBILITY FOR THE BENEFITS IN THIS CLAUSE IS LIMITED TO EMPLOYEES WHO WERE EMPLOYED BY THE UNIVERSITY PRIOR TO 31 JANUARY 2023.

- F7.1 Only Employees who elect to retire on or after the date they are eligible to receive government funded superannuation will be entitled to receive the following benefit to supplement their first government superannuation payment:
- (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

The Employer may at its discretion approve early retirement of a staff member within five (5) years of their eligibility for government superannuation without affecting their eligibility for retirement leave.

The Employer may also agree to retirement on medical grounds subject to the provisions of Section F4.12 titled Medical Incapacity. As an exception to F7.1, Employees retiring on medical grounds,

before they are eligible to receive government funded superannuation may also be entitled to Retirement Leave.

F7.2 Service for the purpose of retirement leave entitlement and calculation means unbroken employment with the University, either full-time or part-time (on a pro-rata basis) from 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.

F7.3 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.

F7.4 In determining the period of service, the Employer may deduct periods of leave without pay exceeding three months in total.

F7.5 Retirement leave commences from the working day following the last day of work. Where annual leave or long-service leave is due, the retiring leave commences from the working day following the expiry of such leave.

F7.6 Grant in Lieu of Retiring Leave

F7.6.1 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 as part of the phased retirement), a lump sum gratuity equivalent in value to that leave. Payment shall be made in one gross sum on the date of retirement. Payment will be pro-rated for part time Employees to reflect their hours of work.

F7.6.2 On the death of an Employee, the Employer may approve a cash grant in lieu of retiring leave to the Employee's estate.

F8 LONG SERVICE LEAVE

ELIGIBILITY FOR THE BENEFITS IN THIS CLAUSE IS LIMITED TO EMPLOYEES WHO WERE EMPLOYED BY THE UNIVERSITY PRIOR TO 31 JANUARY 2023.

F8.1 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 4 (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.

F8.2 Long service leave is a leave entitlement, not a basis for a lump sum payment.

F8.3 Entitlement to long service leave shall not affect any retirement leave eligibility, or retirement grant payable under this agreement.

F9 CREDITING OF PREVIOUS SERVICE

F9.1 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).

F9.2 Decisions shall have regard to:
(i) the relevance of the service;
(ii) recruitment and retention experiences.

F10 JURY SERVICE LEAVE

F10.1 An employee called upon for Jury Service may request to be excused where the operational needs of the Employer require attendance at work. The Employer will support that request in writing where the Employer agrees that its operational needs require the Employee's attendance at work. 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.

F10.2 For further information on how to apply please view the [Types of Leave and How to Apply](#) page on the staff intranet.

F11 BEREAVEMENT/TANGIHANGA LEAVE

- F11.1 An employee shall be granted bereavement leave on full pay to discharge obligations and/or to pay respects to a deceased person with whom they have had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent).
- F11.2 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.
- F11.3 If paid bereavement leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.
- F11.4 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.

F12 TUITION FEES

- F12.1 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.

F13 OTHER LEAVE

- F13.1 The Employer may grant an employee Other Leave with or without pay on such terms and conditions as the Employer may deem fit.

F14 ACCIDENT LEAVE

- F14.1 Accident leave is granted in terms of Accident Compensation Act 2001.
- F14.2 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.
- F14.3 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.

F15 FAMILY VIOLENCE LEAVE

- F15.1 The University supports staff who are affected by family violence. Family violence is defined in the Family Violence Act 2018.
- F15.2 From their commencement of employment, all employees are eligible for ten days of family violence leave. Staff may take family violence leave for:
- attending medical appointments and counselling
 - attending legal proceedings
 - seeking safe housing
 - visiting legal advisors or support agencies, for re-housing or re-organising childcare, or for other relevant appointments
 - other matters as a result of family violence.

- F15.3 A member affected by family violence may choose to disclose to their manager/ team leader, HR staff or other parties. The Employer will maintain strict confidentiality over any relevant information.
- F15.4 Affected staff are encouraged to consult the [Family and Relationship Violence and Abuse Policy](#) and if needed to access a tailored safety plan. For more information see [Campus Personal Safety Planning](#).

F16 PROFESSIONAL FEES

- F16.1 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 their duties.

SECTION G: GENERAL PROVISIONS

G1 HEALTH, SAFETY AND WELLBEING

- G1.1 The University believes that the health, safety and wellbeing of all members of the University community is one of its highest priorities. The University is committed to the highest standards of health, safety and wellbeing through continual improvement and the control of risk whilst ensuring the continued delivery of world-class education and research. Both the Employer and the Employee shall comply with their obligations under the Health and Safety at work Act 2015 and associated legislation. This includes the Employer and the Employee taking all reasonably practicable steps to ensure a safe and healthy workplace in accordance with the University's [Health, Safety and Wellbeing Policy](#).
- G1.2 The University is committed to being safe, inclusive and equitable. Diversity and collegiality are central to the University's values. In accordance with these values, the University is committed to providing an environment in which all members of the University community are valued and treated with respect, and where bullying, harassment and discrimination are unacceptable. For further information refer to the [Addressing bullying, harassment and discrimination policy and procedures](#).
- G1.3 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.
- G1.4 OCCUPATIONAL OVERUSE SYNDROME (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 team will provide current information to employees to minimise risks of OOS.
- G1.5 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.

G2 DEVELOPMENT OF JOBS AND ROLES

- G2.1 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.
- G2.2 Staff are encouraged to engage with their manager where there are actual or proposed changes in job content and responsibility.
- G2.3 Where there are significant changes in the position, the Job Description may be reviewed and may be considered under the Job Evaluation system.
- G2.4 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 will follow the process outlined in the [Review and Restructure Policy and Procedures](#) and [Appendix A](#).

G3 RELEASE OF INFORMATION

- G3.1 Employees shall ensure that they do not comment on behalf of the University unless they have first obtained the approval of the Registrar through the appropriate Dean, Director, Academic Head or Manager.

G4 PAYMENT OF SALARIES

- G4.1 Direct Credit: Payment of all salaried employees shall be by direct credit to a bank account, fortnightly.
- G4.2 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.

G5 DEBT RECOVERY

- G5.1 Notwithstanding anything contained elsewhere in this agreement or in law the parties agree that the Employer is entitled to make a deduction from the salary (including final pay and holiday pay in the case of a termination) of the Employee for a debt lawfully owed to the University.
- G5.2 Deductions may be made, for example, for time lost through sickness or accident not covered by sick leave, unauthorised absence, non-return or damage of University property, default by the Employee, holidays taken in advance, overpayment of salary, outstanding debts or money owed to the University by the Employee.
- G5.3 The Employee will be consulted before any deductions are made from pay.
- G5.4 The Employer agrees that in an ongoing employment relationship where regular deductions from an employees' salary is necessary to discharge the debt, the amount deducted will be fair and reasonable, considering the interests of both parties, including whether the proposed amount is affordable for the Employee.

G6 EMPLOYMENT RELATIONSHIP PROBLEMS

The Employment Relations Act 2000 requires that all individual agreements contain a plain-language explanation of the services and processes available to resolve any employment relationship problems.

- G6.1 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.
- G6.2 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 another 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.
- G6.3 If for any reason the Employee feels unable to raise the matter with his or her manager, other suggested contacts are: Dean or Director, Human Resources Manager, Human Resources Advisor, Associate Director Staff Equity or Diversity, Equity and Inclusion Experience Lead.
- G6.4 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.
- G6.5 The Employee has the right to seek the support and assistance of his or her representative, or information from the Ministry of Business Innovation and Employment (MBIE) Mediation Service at any time.
- G6.6 The University will try to resolve the matter through discussion with the Employee and/or his or her

representative.

- G6.7 If the problem cannot be resolved through discussion, then either the Employee or the University can request assistance from the Ministry of Business, Innovation and Employment (MBIE) Mediation Services.
- G6.8 If the problem is not resolved by mediation, the Employee may apply to the Employment Relations Authority for investigation and determination.
- G6.9 In certain circumstances the decision of the Employment Relations Authority may be appealed by the Employee or the University to the Employment Court.

G7 DISCIPLINARY PRINCIPLES

- G7.1 Disciplinary processes shall be undertaken in accordance with the [Disciplinary Procedures for Professional Staff](#) and the principles of procedural fairness and good faith.

G7.2 Procedural Fairness

The Employer must have good grounds to discipline and/or dismiss and any disciplinary process needs to be procedurally fair. Procedural fairness requires that the Employee will:

- (a) Be fully and fairly informed of the allegation or allegations against them;
- (b) Have an informed, full and fair opportunity to respond to the alleged breaches of conduct/poor performance, including by being:
 - i. provided with all information generated by the investigation;
 - ii. notified of potential disciplinary outcomes at the outset; and
- (c) Given the opportunity to comment on any proposed penalties and raise any matters relevant to mitigation, prior to a final decision being made.
- (d) Have their responses considered with an open mind;
- (e) Be provided with an opportunity, within a specified time frame 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);
- (f) Have the right to representation at all stages of the process.

- G7.3 The Employer also agrees that:

- (a) Any delegate or investigator appointed to conduct an investigation will investigate fully, fairly and impartially;
- (b) Any warnings will be issued with the approval of a Human Resources manager or advisor; and
- (c) In circumstances where disciplinary action is taken, the decision and the reasons for it, will be provided in writing to the Employee; and
- (d) Employees shall be advised of their right to challenge any disciplinary decision.

G7.4 Good faith

Both the Employer and employee will act in good faith during any disciplinary process. Both parties agree to conduct themselves in a manner that is active, constructive, responsive and communicative to ensure that a productive employment relationship is maintained through the process.

G7.5 Definitions

G7.5.1 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 wellbeing 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.

G7.5.2 Serious Misconduct means

- (a) 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, and deliberate or repeated breaches of University policies.

G8 SUSPENSION

- G8.1 Where there is an alleged case of serious misconduct the Employee may be suspended on base salary from their duties while an investigation is carried out. In addition there may be other exceptional circumstances in which an employee may be suspended with pay.
- G8.2 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.
- G8.3 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.

G9 CONFIDENTIALITY

- G9.1 The Employee shall not disclose or share personal information pertaining to either staff or students or other information covered by the Provisions of the [Privacy Act 2020](#) or the [Official Information Act 1982](#).

G10 INDEMNIFICATION

- G10.1 The Employer shall keep the Employee indemnified from and against all actions, claims, proceedings, costs and damages incurred or arising out of or 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.

G11 ABANDONMENT OF EMPLOYMENT

- G11.1 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.

G12 TERMINATION OF EMPLOYMENT

- G12.1 Written notice of termination shall be one month by either party but this may be reduced by mutual agreement. This shall not prevent the Employer from summarily dismissing an employee for misconduct.
- G12.2 Each employee upon termination shall on request be provided with a certificate of service within a reasonable period.
- G12.3 Where there is a potential redundancy situation, the provisions of [Appendix A](#) shall apply.
- G12.4 If the Employee's employment is terminated, or the Employee retires or resigns, they shall have the option to work out their notice period where that is practicable. The Employer shall make a payment in lieu of notice to the Employee, where the Employer determines it is not practicable for the Employee to work out their notice period

APPENDIX A: 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 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 Employee(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 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 69OI 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 A (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) Employees who receive redundancy compensation and are re-employed by the University in a permanent or fixed term capacity within twelve (12) months of termination of employment, may be required to pay back any redundancy compensation they received. In the case of a permanent employment, an employee may be required to pay all or some of their compensation abating on a pro rata basis subject to the length of time that has elapsed since their final day of employment with the University. In the case of a fixed term appointment, employees will be required pay back some or all their redundancy compensation subject to the length of the offer of fixed term employment in accordance with (k) below.
- (k) 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 at the end of the fixed term;
 - (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 at the end of the fixed term;
 - (iii) Where the position ceases beyond two years of redeployment no severance payment will be made.

Redundancy:

- (l) 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.
- (m) 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.
- (n) 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) 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.