

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

CONDITIONS OF EMPLOYMENT FOR ACADEMIC STAFF

EMPLOYED ON INDIVIDUAL AGREEMENTS

1 April 2023

**INDEX
HE KUPUTOHU**

SECTION A TE WĀHANGA A	CONTRACTUAL ARRANGEMENTS
A.1	Offer and Acceptance
A.2	Types of Appointment
SECTION B TE WĀHANGA B	DUTIES AND OBLIGATIONS OF EMPLOYEES NGĀ MAHI ME NGĀ HERE A NGĀ KAIMAHI
B.1	Responsibilities Ngā takohanga
B.2	Time Commitment and Other Activities Ngā wā Me mahi me Ētehi atu Mahinga
SECTION C TE WĀHANGA C	REMUNERATION TE UTU
C.1	Salary Scale – Lecturer to Professor Te Pikinga Utu – Pūkenga ki te Ahorangi
C.2	Salary Scale – All Other Academic Staff Te Pikinga Utu – Ērā atu Kaiako, Kairangahau hoki
C.3	Salary on Appointment Te Utu Tīmatanga
C.4	Progression – Lecturer to Professor Te whanaketanga – Pūkenga ki te Ahorangi
C.5	Progression – All Other Academic Staff Te whanaketanga – Ērā atu Kaiako, Kairangahau hoki
C.6	Superannuation Te Penihana
SECTION D TE WĀHANGA D	TERMINATION OF EMPLOYMENT TE WHAKAKORE TŪRANGA MAHI
SECTION E TE WĀHANGA E	REDUNDANCY AND MANAGEMENT OF SURPLUS STAFFING TE MUTUNGA O TĒTEHI I TE MAHI ME TE WHAKAHAERE I TE RAHI O NGĀ KAIMAHI
SECTION F TE WĀHANGA F	HOLIDAYS AND LEAVE NGĀ HARAREI ME NGĀ RĀ WHAKAMATUA
F.1	Public Holidays Ngā Hararei Whānui
F.2	Annual Leave Ngā rā whakamatua ā-tau
F.3	Accident and Sick Leave Ngā rā hauata, māuiui hoki
F.4	Recognition of Previous Service Te whai whakaaro ki ngā Mahi o Mua

F.5	Special Leave Ngā rā whakamatua motuhake
F.6	Study/Professional Development Leave Ngā rā whakamatua mō te ako / Whakamatua Ngaio hoki
F.7	Parental Leave Ngā rā whakamatua mō te tiaki pēpi
F.8	Bereavement/Tangihanga Leave Ngā rā whakamatua mō te Tangihanga
F.9	Jury Service Leave Ngā rā whakamatua ki Te Kōti
F.10	Family Violence Leave Ngā rā whakamatua mō te whakarekereke ā-whare

**SECTION G
TE WĀHANGA G**

**RETIREMENT
TE RĪTAIATANGA**

**SECTION H
TE WĀHANGA H**

**GENERAL PROVISIONS
NGĀ KAUPAPA WHĀNUI**

H.1	Payment of Salaries Te tuku i ngā Utu
H.2	Workload Ngā mahi
H.3	Equal Employment Opportunities Ngā Huarahi Mahi Taurite
H.4	Professional Fees and Registrations Ngā Nama Ngaio me ngā Rēhitatanga
H.5	Tikanga Māori/Te Reo Māori Skills Te Mārama ki ngā Tikanga Māori/Ngā Pūkenga Reo Māori
H.6	Motor Vehicle Expenses Ngā Utu Waka
H.7	Health and Safety Te Hauora me te Haumanu
H.8	Code of Conduct Ngā Tikanga ā-Whanonga
H.9	Personal Grievance
H.10	Disputes Procedure
H.11	Variations Ngā rerekētanga
H.12	Currency of These Conditions of Employment

THE UNIVERSITY OF WAIKATO TE WHARE WĀNANGA O WAIKATO

CONDITIONS OF EMPLOYMENT FOR ACADEMIC STAFF EMPLOYED ON INDIVIDUAL EMPLOYMENT AGREEMENTS

SECTION A: CONTRACTUAL ARRANGEMENTS TE WĀHANGA A:

- A.1** These conditions of employment may form part of individual employment agreements made pursuant to the Employment Relations Act 2000, between the Vice-Chancellor of the University of Waikato ('the Employer') and an individual member of staff who has agreed to be bound by the Agreement ('the Employee'). An individual employment agreement will ordinarily consist of:
- a) A letter of offer and acceptance of appointment.
 - b) Conditions of employment (this document).
 - c) Any document detailing an agreed variation to the agreement.
- A.2** Agreements may be on a continuing basis or for a fixed term. Part time employees receive the entitlements of the agreement pro rata.

SECTION B: DUTIES AND OBLIGATIONS OF EMPLOYEES TE WĀHANGA B: NGĀ MAHI ME NGĀ HERE A NGĀ KAIMAHI

B.1 RESPONSIBILITIES NGĀ TAKOHANGA

- B.1.1** Employees are responsible to the Vice-Chancellor through their Head/Dean of School/Faculty or equivalent who in turn is responsible to the Vice-Chancellor through the appropriate Pro Vice-Chancellor..
- B.1.2** Employees in the categories covered by the provisions of clause C.1 are required to undertake teaching, examining and research. They are also required to assist generally in the work of their School/Faculty, and to contribute to the overall work of the University. These may be further specified in relevant position descriptions. They may be directed as to their duties by the Head/Dean or other nominated managers acting within the framework of University policies and regulations.
- B.1.3** Professors are additionally expected to participate extensively in the development and implementation of academic policy. They may be required to accept roles of academic leadership such as chairperson of a department or other special responsibilities.
- B.1.4** Other employees covered by this agreement are required to undertake the responsibilities specified in relevant position descriptions. These may include teaching, tutoring, marking, related support, examining, and laboratory demonstrating. Research Officers and Senior Research Officers may be required to participate in research. Employees may be required to assist in the development of courses and in curriculum design from time to time. They are also required to assist generally in the work of their School/Faculty, and to contribute to the overall work of the University. They may be directed as to their duties by the Head/Dean or other nominated manager.
- B.1.5** Employees may be required to enrol in specified programmes of study as a condition of their employment. Such employees may be required to maintain a satisfactory level of performance in their programmes of study as a condition of their employment.

**B.2 TIME COMMITMENT AND OTHER ACTIVITIES
NGĀ WĀ ME MAHI ME ĒTEHI ATU MAHINGA**

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

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

a) the activities clearly do not impinge on or conflict with the employee's University responsibilities (including those of attendance/availability), and do not use University resources.

or

b) a general authority for the activities is given under policies adopted by the University from time to time;

or

c) written approval for a specific proposal has been given by the employer. Such approvals may be granted on conditions and withdrawn on reasonable notice.

**SECTION C: REMUNERATION
TE WĀHANGA C: TE UTU**

**C.1 SALARY SCALE - LECTURER TO PROFESSOR
TE PIKINGA UTU – PŪKENGA KI TE AHORANGI**

	Step	01.07.2022 \$ per year (fte)	01.04.2023 \$ per year (fte)	01.10.2023 \$ per year (fte)
Lecturer)	1	\$80,837	\$83,337	\$84,337
Research Fellow)	2	\$83,656	\$86,156	\$87,156
Postdoctoral Fellow)	3	\$86,478	\$88,978	\$89,978
	4	\$89,294	<u>\$91,794</u>	\$92,794
	5	\$92,116	\$94,616	\$95,616
	6	\$94,925	\$97,425	\$98,425
	7	\$97,051	\$99,551	\$100,551
Senior Lecturer) Senior Research Fellow)	Range 1	\$99,780 - \$116,160	\$102,280 - \$119,064	\$103,303 - \$120,255
	Range 2	\$117,251 - \$130,902	\$120,182 - \$134,175	\$121,384 - \$135,517
Associate Professor) Reader)	Range 3	\$132,540 - \$146,190	\$135,854 - \$149,845	\$137,213 - \$151,343
Professor)	Range 4	Minimum \$148,920	Minimum \$152,643	Minimum \$154,169

**C.2 SALARY SCALE – ALL OTHER ACADEMIC STAFF
TE PIKINGA UTU – ĒRĀ ATU KAIAKO, KAIRANGAHAU HOKI**

	Step	01.07.2022 \$ per year (fte)	01.04.2023 \$ per year (fte)	01.10.2023 \$ per year (fte)
Senior Research Officer)	Range 5	\$100,490 - \$113,767	\$103,002 - \$116,611	\$104,032 - \$117,777
Senior Research Officer) Teaching Fellow) Senior Tutor) Advanced Teacher)	Range 4	\$87,768 - \$100,488	\$90,268 - \$103,000	\$91,268 - \$104,030
Research Officer) Teaching Fellow) Senior Tutor) Senior Teacher)	Range 3	\$70,624 - \$85,562	\$73,124 - \$88,062	\$74,124 - \$89,062
Teacher)	Range 2	\$59,355 - \$77,263	\$61,855 - \$79,763	\$62,855 - \$80,763
Assistant Lecturer ¹) Tutor) Doctoral Assistant ²) Graduate Assistant ³)	Range 1	\$47,124 - \$68,330	\$49,624 - \$70,830	\$50,624 - \$71,830

¹Assistant Lecturers are appointed within Range 1 at no less than \$60,290 from 01.04.2023 and \$61,290 from 01.10.2023.

²Doctoral Assistants in the Waikato Management School are paid a fixed rate of \$63,160 from 01.04.2023 and \$64,160 from 01.10.2023.

³Graduate Assistants in the Waikato Management School are paid a fixed rate of \$49,667 from 01.04.2023 and \$50,667 from 01.10.2023.

C.3 SALARY ON APPOINTMENT TE UTU TĪMATANGA

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

C.4 PROGRESSION – LECTURER TO PROFESSOR TE WHANAKETANGA – PŪKENGĀ KI TE AHORANGI

WITHIN GRADES/RANGES

Lecturers, Research Fellows and Postdoctoral Fellows

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

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

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

Senior Lecturers and Senior Research Fellows

Advancement within the ranges is by decision of the employer following application from the employee. Within range 1, advancement annually by a minimum of \$1,400 will occur, subject to certified satisfactory performance. Such advancement will not be withheld unless performance problems have already been raised with the employee. (Advancement by less than \$1,400 will apply where the maximum of range 1 would otherwise be exceeded).

Associate Professors and Professors

Advancement within the ranges is by decision of the employer.

BETWEEN RANGES

Promotion between grades is by decision of the employer.

C.5 PROGRESSION – ALL OTHER ACADEMIC STAFF TE WHANAKETANGA – ĒRĀ ATU KAI AKO, KAIRANGAHAU HOKI

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

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

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

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

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

C.6 SUPERANNUATION TE PENIHANA

Employees on continuing appointments may belong to the subsidised Unisaver New Zealand Scheme, in accordance with the provisions of that scheme.

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

SECTION D: TERMINATION OF EMPLOYMENT TE WĀHANGA D: TE WHAKAKORE TŪRANGA MAHI

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

SECTION E: REDUNDANCY AND MANAGEMENT OF SURPLUS STAFFING TE WĀHANGA E: TE MUTUNGA O TĒTEHI I TE MAHI ME TE WHAKAHAERE I TE RAHI O NGĀ KAIMAHI

- E.1** Where a review or restructuring has the potential to affect the job security of an employee covered by this contract, the employer will enter into a process of consultation with the affected employee prior to any final decisions being made. The purpose of such consultation is to allow the parties sufficient opportunity to ensure all relevant information is being considered when the employer is making the final decision and to investigate options which would prevent any loss of employment eg. the non-replacement of staff through attrition; voluntary redundancy; voluntary redeployment; voluntary reduced hours and/or job sharing. Decisions on surplus staffing will take no account of an employee's accrued study leave credit.

- E.2** In the case of a surplus staffing situation, the employer will advise the employee(s) affected not less than three months prior to the date by which the surplus staff are to be discharged. The three-month period is inclusive of the regular period of notice in clause D.1 and may be varied by agreement between the employer and employee concerned. The period of notice for a fixed-term employee will be no greater than the unexpired portion of the term. Where there is no work for the employee, the employer may require the employee to take annual leave or paid special leave during the period of notice.
- E.3** The employer will consult and explore options with the employee affected with a view to preventing any loss of employment. Options to be explored include redeployment and retraining. Where reasonable efforts to resolve the surplus staffing situation through these options prove unsuccessful, redundancy provisions may be invoked. Alternatively, the employee(s) affected may apply for redundancy without exploration of these options.
- E.4** Employees who have been given notice of redundancy will, within the period of notice, be given reasonable time, on full pay, to make arrangements to seek new employment.

E.5 REDEPLOYMENT

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

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

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

E.6 RETRAINING

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

E.7 VOLUNTARY REDUNDANCY

- E.7.1** If a surplus staffing situation is possible and the employer has entered into the consultative process described in clause E.1, an employee may apply to terminate their employment through voluntary redundancy.
- E.7.2** If a surplus staffing situation has been declared and notice given as described in clause E.2, an employee may apply to terminate their employment through redundancy without the exploration of alternative options.
- E.7.3** Applications will be considered on a case by case basis. The employer reserves the right to decline an application on the basis of operational needs and/or when the specific skills and competencies of the applicant need to be retained within the University.

- E.7.4** Where an application for voluntary redundancy under clause E.7.1 is approved, the normal notice requirements specified in Section D will apply.
- E.7.5** Where an application for redundancy without the exploration of other options under clause E.7.2 is approved, the period of notice will be determined by the employer on the basis of operational needs and taking into account, as far as possible, the wishes of the employee.
- E.7.6** Where an application for voluntary redundancy or redundancy without the exploration of other options is approved, the employee concerned will:
- receive compensation as specified in E.8; and
 - be ineligible for consideration for re-employment within the University for a period of not less than three months following the date of termination.

E.8 REDUNDANCY

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

Any payment to a fixed-term employee (where a position ceases to exist) under this clause shall be no greater than the salary that would be due over the unexpired portion of the term.

- E.8.2** In addition, payment will be made in lieu of any outstanding accrued annual leave.
- E.8.3** In the case of an employee recruited from overseas whose position is declared redundant within three years of appointment, and where reasonable efforts to resolve the surplus staffing situation through the options specified in clause E.3 prove unsuccessful, a repatriation allowance will be paid as follows:
- (i) during the first two years after appointment, payment equivalent to the full travel and removal expenses paid in respect of the employee and their dependents at the time of appointment.
 - (ii) during the third year after appointment, a payment equivalent to one-third of the travel and removal expenses paid to the employee and their dependents at the time of appointment.
- E.8.4** In the case of an employee recruited from overseas who successfully applies for voluntary redundancy, in terms of the provisions of clause E.7, within three years of appointment, the requirement to repay appointment (travel, removal and settling-in) expenses paid in respect of the employee and their dependents will be waived as follows:
- (i) during the first two years after appointment, full waiver of requirement.
 - (ii) during the third year after appointment, waiver of repayment of one third of appointment expenses.

E.9 EMPLOYEE PROTECTION PROVISION

- E.9.1** In any case of restructuring, as defined in the Employment Relations Amendment Act (No 2) 2004, i.e. where the business (or part of it) is sold or transferred or contracted out to another person, the employer will notify the affected employees and their representative(s) that restructuring is a possibility as soon as is practicable, subject to requirements to protect commercially sensitive information. The employer will enter into a process of consultation with affected employees and their representative(s) prior to any final decisions being made.
- E.9.2** In the course of negotiating a sale and purchase agreement or a transfer agreement or a contract for services the employer will:
- endeavour to obtain employment for the affected employees (if practicable) with the new employer; and
 - endeavour to obtain such employment on substantially the same terms and conditions of employment applying to the employee.
- E.9.3** The employer will subsequently advise the affected employees as to whether employment opportunities exist with the new employer and, if so, the nature of those opportunities.
- E.9.4** Where employment opportunities exist the employer will advise the affected employees of their right to accept or decline to transfer to the new employer.
- E.9.5** If an affected employee chooses to transfer to the new employer he/she will not be deemed to be redundant for the purposes of Section E.
- E.9.6** If an affected employee chooses not to transfer to the new employer where the conditions of employment offered are the same or not inconsistent with the employee's existing terms of employment the notice provisions of Section D will apply. Clauses E.1 – E.8 will not apply with the exception of clause E.5 (redeployment).
- E.9.7** If there are no employment opportunities with the new employer, an employee will be deemed to be redundant (subject to redeployment opportunities as contained in E.5) and clauses E.2, E.3, E.4, E.8.1, E.8.2, E.8.3 and E.8.4 will apply.

SECTION F: HOLIDAYS AND LEAVE

TE WĀHANGA F: NGĀ HARAREI ME NGĀ RĀ WHAKAMATUA

F.1 PUBLIC HOLIDAYS NGĀ HARAREI WHĀNUI

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

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

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

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

F.2 ANNUAL LEAVE NGĀ RĀ WHAKAMATUA Ā-TAU

F.2.1 Entitlement

All employees will be granted four weeks leave.

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

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

F.2.4 The employer recognises the desirability of employees having periods of rest and recreation away from their work and expects all leave to be taken within 12 months of the date on which the entitlement falls due.

F.2.5 Timing of Leave

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

F.3 ACCIDENT AND SICK LEAVE NGĀ RĀ HAUATA, MĀUIUI HOKI

F.3.1 Reporting

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

F.3.2 Employees on appointments of more than 12 months

F.3.2.1 Purpose

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

F.3.2.2 Payment of Salary During Absence

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

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

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

F.3.2.3 Review

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

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

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

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

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

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

F.3.3 Employees on fixed term appointments of 12 months or less

F.3.3.1 Employees will be entitled to four days sick leave immediately upon appointment and, on completion of six months' service, 10 days sick leave per year.

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

- F.3.3.3** A medical certificate will be required for all absences in excess of five consecutive days and may be required for lesser periods.
- F.3.3.4** Sick leave without pay may be granted on production of a medical certificate from a registered medical practitioner.
- F.3.3.5** When sickness or injury occurs during annual leave the employer will permit the period of incapacity to be debited against sick leave provided a medical certificate is provided.
- F.3.3.6** The above provisions are inclusive of any entitlement under the provisions of the Holidays Act 2003.

F.3.4 Medical Information

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

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

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

F.3.5 Absence through Injury

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

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

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

F.4 RECOGNITION OF PREVIOUS SERVICE TE WHAI WHAKAARO KI NGĀ MAHI O MUA

- F.4.1** Continuous previous service at the University of Waikato will be taken into account for the purposes of calculating retirement leave entitlements provided the interval between the prior service and employment by the employer does not exceed six years.
- F.4.2** Relevant continuous previous service at the University of Waikato will be taken into account for the purposes of calculating study leave credit provided the interval between the prior service and employment by the employer does not exceed three months.

**F.5 SPECIAL LEAVE
NGĀ RĀ WHAKAMATUA MOTUHAKE**

- F.5.1** Where an employee is required to participate formally as a witness or special presenter of evidence in Māori Land Court or Waitangi Tribunal proceedings, the employee will be granted paid special leave.
- F.5.2** The employer may at their discretion approve special leave, paid or unpaid, for any purpose, including on compassionate grounds or in respect of cultural obligations or to support a person affected by domestic violence.

**F.6 STUDY/PROFESSIONAL DEVELOPMENT LEAVE
NGĀ RĀ WHAKAMATUA MŌ TE AKO / WHAKAMATUA NGAIO HOKI**

F.6.1 Study Leave

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

F.6.2 Professional Development Leave

Employees covered by salary scale C.2 may be granted leave to enable them to complete qualifications/or take up other opportunities, which are considered by the employer to be relevant to their employment. The employer is committed to fair and equitable access to development opportunities for staff in order to achieve organisational goals.

**F.7 PARENTAL LEAVE
NGĀ RĀ WHAKAMATUA MŌ TE TIAKI PĒPI**

F.7.1 Parental leave will be granted in accordance with the Parental Leave and Employment Protection Act 1987 and its amendments.

F.7.2 If the employee is entitled to 52 weeks primary carer/extended leave under the terms of the Act, the following supplementary provisions will also apply:

F.7.2.1 either: subject to returning to work on the agreed date, an ex-gratia payment equivalent to six weeks salary at the rate applying at the time of the commencement of the leave (excluding any period when a woman has worked less than normal hours for a short period only for reasons related to her pregnancy). If the employee is absent on parental leave for less than six weeks they will receive that proportion of the payment that their absence represents. Payment will be made six weeks after the employee returns to duty provided they have not given notice to resign during that six week period.

or: six weeks paid leave to commence at the beginning of the period of parental leave. The employee will be required to agree in writing to repay any payments made under this provision if the employee resigns before or does not return to work on an agreed date.

F.7.2.2 In addition, if the employee is entitled to the ex gratia payment or paid leave provisions set out in 7.2.1 above and has been granted leave for a period greater than six weeks they will also receive an ex gratia payment or paid leave equivalent to the difference between the employee's salary at the time of ceasing duty and the amount received by the employee under the government-funded paid parental leave provisions of the Act for a further period of three weeks or the remainder of the leave, whichever is the lesser. The further ex gratia payment will be made six weeks after the employee returns to duty provided the employee has not given notice to resign during that six week period.

F.7.3 Applications for the provisions set out in 7.2.1 and 7.2.2 above must be submitted on the University's Parental Leave Application Form at least three months in advance of the scheduled date of delivery in the case of a birth or at least 14 days in advance in the case of adoption/care for life/whangai.

F.7.4 An employee on parental leave is required to give at least 21 days' written notice of their intention to return to work on the scheduled date.

F.8 BEREAVEMENT/TANGIHANGA LEAVE NGĀ RĀ WHAKAMATUA MŌ TE TANGIHANGA

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

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

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

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

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

F.8.5 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 relinquishment of office) or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of the preceding clauses. This provision will not apply if the employee is on leave without pay.

F.9 JURY SERVICE LEAVE NGĀ RĀ WHAKAMATUA KI TE KŌTI

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

F.10 FAMILY VIOLENCE LEAVE NGĀ RĀ WHAKAMATUA MŌ TE WHAKAREKEREKE Ā-WHARE

F.10.1 An employee affected by family violence will be granted up to 10 days paid family violence leave per year for the purpose of assisting the employee to deal with the effects on them of the family violence. This leave is in addition to other leave entitlements contained in this agreement. Family violence leave does not require prior approval but the employee's manager must be notified of the absence as soon as possible.

The above provisions are inclusive of any entitlements under the Family Violence Act 2018 and the Family Violence (Amendments) Act 2018.

F.10.2 Staff who support a person affected by family violence may be granted special leave to accompany the person to court proceedings or hospital or to provide childcare for dependent children."

SECTION G: RETIREMENT TE WĀHANGA G: TE RĪTAIATANGA

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

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

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

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

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

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

G.5 Employees employed in the School of Education immediately prior to 1 October 1991 and who were original parties to the School of Education Academic Staff Collective Employment Contract with a term of 1 February 1993 to 31 August 1994, will have continuous service prior to 1 February 1993 with the School of Education and the former Hamilton Teachers College recognised for the purposes of calculating retirement gratuity entitlement up to a maximum of five years service.

G.6 A University retirement allowance is not payable to a staff member who takes study leave which extends into the two years before the retirement date.

G.7 If the employee wishes, the retirement allowance may be converted to retirement leave. Retirement leave does not count as service; service for retirement leave purposes is calculated up to and including the last day of work plus any annual leave due.

SECTION H: GENERAL PROVISIONS TE WĀHANGA H: NGĀ KAUPAPA WHĀNUI

H.1 PAYMENT OF SALARIES TE TUKU I NGĀ UTU

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

H.2 WORKLOAD NGĀ MAHI

H.2.1 The employer recognises the need for all staff to have fair, safe, healthy and equitable workloads, while acknowledging the cyclical variation of academic responsibilities and operational needs.

H.2.2 Transparent workload measurement and allocation policies and processes will pay particular regard to overall workload levels and their spread across time, issues of equity, and distribution across the range of staff in different academic groups. Operational responsibility and identification of workload norms rests with Schools/Faculties and other academic units, subject to the oversight and monitoring of the relevant Pro Vice-Chancellor. In taking into account operational needs individual circumstances will as far as possible be considered. Workload allocation should also take into account the varying requirements of differing teaching technologies and teaching on more than one campus.

H.2.3 Heads/Deans will develop, in consultation with the employees concerned, by the end of November of each year the likely composition of workloads for the following year. Workload allocations will be finalised when student enrolments are known.

H.2.4 Factors to be taken into account having regard to the particular responsibilities of the employee's role and any relevant position description, may include but are not necessarily limited to: teaching, supervision, assessment, examining, scholarship, research, student mix, administration, management, and external/community activities undertaken as a University employee.

H.2.5 Employees who are concerned about perceived workload inequities will raise the matter in the first instance with their Head/Dean and every attempt will be made to resolve the matter within the School/Faculty. If a resolution cannot be reached, the matter will be referred to the relevant Pro Vice-Chancellor who will make a decision after appropriate consultation.

H.3 EQUAL EMPLOYMENT OPPORTUNITIES NGĀ HUARAHI MAHI TAURITE

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

H.4 PROFESSIONAL FEES AND REGISTRATIONS NGĀ NAMA NGAIO ME NGĀ RĒHITATANGA

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

H.5 TIKANGA MĀORI/TE REO MĀORI SKILLS TE MĀRAMA KI NGĀ TIKANGA MĀORI/NGĀ PŪKENGA REO MĀORI

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

The employer acknowledges that such calls will not create unreasonable expectations or excessive workload.

H.6 MOTOR VEHICLE EXPENSES NGĀ UTU WAKA

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

H.7 HEALTH AND SAFETY TE HAUORA ME TE HAUMANU

H.7.1 The University will encourage safe work practices which will include employee representatives. For employees using computers, the ACC/MBIE publication "The Guidelines for using computers 2010" shall apply.

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

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

H.7.2 Protective Clothing:

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

H.7.3 New Technology

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

H.8 CODE OF CONDUCT NGĀ TIKANGA Ā-WHANONGA

The Staff Code of Conduct is attached as Appendix B.

H.9 PERSONAL GRIEVANCE

Personal grievance claims will be settled in accordance with the procedures prescribed in the Employment Relations Act 2000. An explanation of the procedures for resolving employment relationship problems and personal grievances is attached to this contract as Appendix A.

H.10 DISPUTES PROCEDURE

Disputes concerning the interpretation, application or operation of this contract will be settled in accordance with the procedures prescribed in the Employment Relations Act 2000.

H.11 VARIATIONS NGĀ REREKĒTANGA

The terms and conditions contained in this contract may be varied by agreement between the employer and the employee. Any agreed variation will be recorded in writing.

H.12 CURRENCY OF THESE CONDITIONS OF EMPLOYMENT

When these provisions form part of an individual employment agreement between the Vice-Chancellor and the employee, they will remain in force in respect of that agreement until varied by agreement of the parties and confirmed in writing.

Rose Macfarlane
Director, People and Capability

1 April 2023

Procedure for Resolving Employment Relationship Problems and Personal Grievances

The Employment Relations Act 2000 requires that all collective and individual agreements contain a plain-language explanation of the services and processes available to resolve any employment relationship problems. The University and the campus unions have agreed on the following procedure and wish to draw it to the attention of all existing staff.

1. Employment relationship problems include:
 - a **personal grievance** (a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union or employee organisation).
 - a **dispute** (about the interpretation, application or operation of an employment agreement).
 - **any other problem** relating to or arising out of your employment relationship with the University except matters relating to the fixing of new terms and conditions of employment.
2. If you believe there is a problem with your employment relationship with the University, you should tell your manager, either personally or through your union or other representative, as soon as possible that:
 - there is a problem; and
 - the nature of the problem; and
 - what you want done about the problem.
3. If for any reason you feel unable to raise the matter with your manager, other suggested contacts are Deans/Heads or the Head or staff of the Human Resource Management Division.
4. In the case of a personal grievance, you must raise the matter with the employer within 90 days of the grievance occurring or coming to your notice, whichever is the later. A written submission is preferable but not necessary.
5. You have the right to seek the support and assistance of your union or representative or information from the Ministry of Business, Innovation and Employment Mediation Service at any time.
6. We will try to resolve the matter through discussion with you and/or your union or representative.
7. If the problem cannot be resolved through discussion, then either you or the University can request assistance from the Ministry of Business, Innovation and Employment which may provide mediation services.
8. If the problem is not resolved by mediation, you may apply to the Employment Relations Authority for investigation and determination.
9. In certain circumstances the decision of the Employment Relations Authority may be appealed by you or the University to the Employment Court.

Staff Code of Conduct

Responsibility for Code:	Head of Human Resource Management Division
Approving authority:	Vice-Chancellor
Last reviewed:	February 2015
Next review:	February 2020

1. Application

This code applies to all staff of the University of Waikato.

2. Purpose

The purpose of this code is to:

- Ensure that the University operates efficiently and effectively and that staff are treated fairly and equitably.
- Give guidance to all University staff on the standards of conduct required by the University.
- Define breaches of conduct.
- Describe the consequences of breaches of conduct.
- Explain the rights and obligations of staff.

3. Relevant documents

This Code should be read in conjunction with the relevant University of Waikato employment agreements; University policies; and the Employment Relations Act 2000 and its amendments.

4. Standards of Conduct

4.1 Staff are expected to act honestly, conscientiously, reasonably and in good faith at all times having regard to their responsibilities, the interests of the University and the welfare of colleagues and students.

4.2 Staff have an obligation to the University to:

- a) acknowledge and contribute to the University's strategy, plans and objectives;
- b) comply with all University policies;
- c) be present at work as required and be absent from the workplace only with proper authorisation;
- d) carry out their duties in an efficient and competent manner and maintain specified standards of performance;
- e) comply with lawful and reasonable employer instructions and work as directed;
- f) take all due care and responsibility to uphold the reputation of the University and not engage in activities which would justifiably bring the University into disrepute;
- g) treat other staff, and students, with respect at all times and always behave in a courteous, professional and collegial manner;

- h) respect the privacy of individuals, use confidential information only for the purposes for which it was intended and refrain from seeking or revealing confidential information about other staff or students without the permission of the person concerned except in a recognized official capacity and in appropriate circumstances such as a clear risk to the staff member or another person, in an emergency, or where required by law. Ensure that personal information is managed and used in strict adherence to the Information Privacy Principles in the Privacy Act 1993;
- i) recognise that the University does not tolerate bullying, harassment or discrimination and avoid behaviours which may be perceived by others as bullying, harassment or discrimination;
- j) uphold and contribute to the implementation of the principles of equal employment opportunity contained in the University's Equal Employment Opportunity Policy;
- k) uphold and contribute to the University's partnership with Māori as intended by the Treaty of Waitangi;
- l) be scrupulously fair and honest in their dealings with and for the University and take all reasonable steps to safeguard the University's funds and assets against fraud, theft and unauthorised use;
- m) incur no liability or commitment on the part of the University without proper authorisation;
- n) maintain all qualifications (including relevant registration and annual practising certificates) necessary for the legal and efficient performance of their duties;
- o) refrain from representing themselves as spokespersons for the University unless authorised to do so.
- p) not allow personal relationships with staff or students to affect or appear to affect the professional relationship between them;
- q) not demand, claim or accept any fee, gratuity, commission, personal benefit or gift from any person or persons other than the University in payment for any activity or matter concerned with their duties and responsibilities and ensure that the receipt of benefits or gifts does not influence their business decisions on behalf of the University;
- r) view and avoid actual or potential conflicts of interest in an ethical context of good faith, honesty and impartiality;
- s) assist colleagues, give due credit to the contributions of other staff and where appropriate act as mentors towards junior colleagues;
- t) refrain from acting in any way that would unfairly harm the reputation or career prospects of other staff;
- u) observe safe work practices; follow University and legislative health and safety requirements and comply with relevant and reasonable directives; take all practicable steps to ensure their own safety at work and that their action or inaction does not cause harm to any other person.

- v) if a manager, manage their unit in a way that enables staff to perform effectively, promotes professional development for all staff, ensures that staff have a fair and appropriate share of available resources, encourages discussion and consultation about major matters and enables fair and timely professional goal setting and promotion/advancement processes to be completed in accordance with University policies and procedures.

MATTERS OF RELEVANCE TO ACADEMIC STAFF IN PARTICULAR

- w) if an academic staff member, staff are expected to recognize their responsibility to advance and disseminate knowledge and understanding, strive for excellence in research, scholarship, practice and teaching and participate effectively in the operation of the University for these purposes.

The traditional and statutory responsibility of academic staff to act as critics and conscience of society is affirmed. Academic freedom is essential to the research, scholarship, practice and teaching roles of the University. All academic staff have the right to academic freedom. This academic freedom carries with it the duty of every academic to use this freedom in a manner consistent with the obligation to base research, scholarship, practice and teaching on an honest search for and dissemination of knowledge. Academic staff should thus distinguish clearly between research, scholarship and teaching in areas where they have expertise, and areas and matters of personal opinion.

The activities of academic staff should be consistent with the responsible use of academic freedom and academic staff should in no way act or omit to act so as to limit unreasonably the academic freedom of any other person.

In pursuit of these objectives and in the context of academic freedom it is accepted that academic staff may sometimes act in their research, scholarship and teaching as critics of prevailing modes of thought, understanding, policies, practices and behaviour both within the University and more widely, and may offer alternative modes of thought, understanding, policies, practices and behaviour.

The University of Waikato acknowledges and affirms the legitimacy of such activities and consistent with this Code will support academic staff engaged in them.

- x) if responsibilities include teaching and/or graduate/postgraduate supervision, staff are expected to:
- encourage students to think independently, to exchange ideas freely and to achieve to the best of their ability;
 - develop, enhance and maintain expertise in areas in which they teach;
 - communicate effectively in both formal and informal teaching contexts, and allow students reasonable access for this purpose;
 - develop assessment procedures that are fair and effective and that contribute to student learning, and administer them in a fair and efficient manner, and provide timely and constructive feedback to students;
 - ensure that they are familiar with current University degree and other regulations relating to their teaching and assessment procedures;
 - continually seek to improve their teaching effectiveness on the basis of all available information about their performance and its impact on students;
 - undertake professional development activities intended to improve teaching effectiveness;
 - where appropriate, provide suitable advice and assistance to former students in their academic and professional development.

- y) if responsibilities include research and scholarship, staff are expected to:
 - treat other researchers and research subjects with respect at all times;
 - seek to develop new understanding of their areas of expertise, both for the increase of knowledge for its own sake and for the wider public interest;
 - scrupulously acknowledge the contributions that others have made towards their research and scholarship, especially colleagues and students;
 - disseminate the results of their research through publication, conference presentations, and in other appropriate ways;
 - comply with the standards and ethics of their own professional societies, and with nationally and internationally accepted standards.

- z) if engaged in consultancy and/or professional practice, staff are expected to:
 - avoid taking work that would in any way interfere with the fulfilment of their duties as an employee;
 - refrain from engaging in any work that would compromise their integrity and independence as University staff;
 - represent their competence truthfully;
 - avoid representing themselves as acting for, or on behalf of, the University when undertaking private consulting work;
 - avoid improper use of the publicly-funded resources of the University for private gain.

5. Breaches of the Code of Conduct

- 5.1** Misconduct involves contravention of the above obligations. Serious misconduct involves serious and/or repeated contravention of the above obligations.

- 5.2** If established, misconduct may lead to a reprimand and warning. Serious misconduct, if established, will usually lead to summary dismissal, that is, dismissal without notice.

- 5.3** Serious misconduct is behaviour which undermines the contractual relationship between employee and employer, and/or threatens the wellbeing of the organisation, or its staff and students. Serious misconduct includes, but is not confined to, the examples below:
 - a) Refusing to perform properly specified duties or carry out lawful and reasonable instructions of managers or supervisors.

 - b) Assaulting or threatening to assault any employee, student, or visitor on University premises.

 - c) Behaving in a manner causing risks to the health or safety of students or staff or otherwise failing to comply with the Health and Safety in Employment Act 1992 and any amended or substituted Acts and/or the University's Health and Safety Policy and related guidelines .

 - d) Being affected by alcohol or non-prescription drugs while at work.

 - e) Having unauthorised possession of or removing property belonging to the University, another staff member, student or visitor.

 - f) Willfully submitting a false claim for payment or expenses, or any other deliberate falsification of a University record.

 - g) Deliberately or recklessly acting, or failing to act, in a manner resulting in serious damage to University property.

- h) Repeatedly or seriously contravening the Standards of Conduct set out in section 4 of this Code.

6. Disciplinary procedures

- 6.1** Formal disciplinary action is not taken lightly. The University's experience has been that nearly all staff perform well, conduct themselves reasonably, and overcome minor problems without the need for formal discipline. Initially, problems are dealt with in the expectation that staff will give of their best once a deficiency is pointed out and that any difficulties can be overcome at the workplace level.
- 6.2** Where the University has cause to believe that a satisfactory standard of performance has not been reached and maintained, or that this Code of Conduct has otherwise been breached, formal disciplinary procedures are likely to be invoked.
- 6.3** The Employment Court has developed some important principles as to what constitutes procedural fairness in disciplinary procedures and there are three main requirements:
 - a) An employee must receive notice of the specific allegation of misconduct and of the likely consequences should the allegation be established;
 - b) There must be a real opportunity for the employee to explain or refute the allegation;
 - c) There must be proper and unbiased consideration of the explanation.
- 6.4** Unless a matter is so serious as to warrant instant dismissal, staff are entitled to be warned about disciplinary breaches and told of the manner in which their performance or conduct must improve. Warnings may be given orally or in writing but the University ordinarily confirms formal warnings in writing. It is usually appropriate to give at least two warnings although some circumstances may call for one final warning.
- 6.5** Any formal warning will include:
 - a) A statement of the specific problem.
 - b) The University standard or policy breached.
 - c) The corrective action required.
 - d) The period within which the corrective action must be taken.
 - e) Reference to the meeting(s) with the staff member and any explanation given by the staff member.
 - f) The University's decision.
 - g) The consequences of failure to take the required corrective action or any further breach.
 - h) Reference to any prior warnings.
- 6.6** Suspension. The University may need to insist that a staff member not remain at work while the matter of concern is being investigated, e.g. where safety is involved. Unless the relevant employment agreement provides for suspension without pay, any suspension will be on full pay.
- 6.7** In the case of dismissal, the University's decision, and the reasons for it, will be confirmed in writing to the staff member before the dismissal is effected.

7. Rights of staff in cases of disciplinary action

- 7.1** Some staff rights are inherent in the foregoing provisions, notably 6.3 and 6.5.
- 7.2** Where the University institutes formal disciplinary action and conducts interviews with the staff member for that purpose, the staff member is entitled to bring a representative or other person to any such meeting.
- 7.3** Personal Grievances - The principal legislative provisions are contained in Part 9 of the Employment Relations Act 2000. Section 103 defines a personal grievance. The procedure set out in the Act will apply unless the relevant employment agreement includes an agreed procedure that is not inconsistent with the Act.

Clause 77D of the State Sector Amendment Act (No.1) 1989

77D. Equal employment opportunities-

1. The chief executive of the Ministry of Education shall be responsible for promoting, developing, and monitoring equal employment opportunities policies and programmes in the Education service.
2. Every employer-
 - (a) Shall in each year develop and publish an equal employment opportunities programme:
 - (b) Shall ensure in each year that the equal opportunities programme for that year is complied with.
3. Every employer[[other than [a Board within the meaning of section 2(1) or] the Council of an institution within the meaning of section 159 of the Education Act 1989]] shall report annually to the chief executive of the Education Review Office providing-
 - (a) A summary of the equal employment opportunities programme for the year to which the report relates; and
 - (b) An account of the extent to which the employer was able to meet, during the year to which the report relates, the equal employment opportunities programme for that year.
4. The chief executive of the Education Review Office shall incorporate a summary of the reports received under subsection (3) of this section in the annual report of that department.
5. For the purposes of this section and section 77A of this Act, an equal employment opportunities programme means a programme that is aimed at the identification and elimination of all aspects of policies, procedures, and other institutional barriers that cause or perpetuate, or tend to cause or perpetuate, inequality in respect to the employment of any persons or group of persons.