

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

CONDITIONS OF EMPLOYMENT FOR GENERAL STAFF

EMPLOYED ON INDIVIDUAL AGREEMENTS

1 April 2023

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

**CONDITIONS OF EMPLOYMENT FOR GENERAL STAFF
EMPLOYED ON INDIVIDUAL EMPLOYMENT AGREEMENTS**

SECTION A: AGREEMENT 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 the general staff who has agreed to be bound by the Agreement ('the Employee').
- A.2** An individual employment agreement will ordinarily consist of:
- (1) A letter of appointment and/or offer and acceptance of appointment.
 - (2) Conditions of employment (this document).
 - (3) Any document detailing an agreed variation to the agreement.

SECTION B: TYPES OF APPOINTMENT

TE WĀHANGA B:

- B.1** Employees may be employed on a continuing basis or for a fixed-term. Part time employees receive the entitlements of the agreement pro rata.

SECTION C: HOURS OF WORK

TE WĀHANGA C: NGĀ HĀORA MAHI

**C.1 HOURS OF WORK
NGĀ HĀORA MAHI**

- C.1.1** Thirty-seven and a half hours will constitute an ordinary full-time week's work, except for trades-related employees for whom forty hours will constitute a full-time weeks work. The ordinary hours of work will be worked between 7.00am and 9.00pm Monday to Friday and 8.00am to 5.00pm Saturday, normally on five consecutive days of $7\frac{1}{2}$ hours or in the case of trades-related staff 8 hours - except that the hours may be varied within a $37\frac{1}{2}$ or 40 hour week with the mutual agreement of the employer and employee concerned. No more than 10 hours will be worked on any one day without payment of overtime. Normally a minimum break of nine hours will be provided between periods of work.
- C.1.2** The regular hours of work for employees appointed after 23/12/96 may include 8.00am to 6.00pm Sunday. For such employees the rates described in clause C.3 will apply.
- C.1.3** As far as possible the hours of work will be continuous except for an unpaid meal break of not less than thirty minutes each day nor, except by mutual agreement between the employer and the employee, more than one hour.
- C.1.4** In addition the employee will be granted a paid rest period of 10 minutes in each period of four hours worked.
- C.1.5** Flexitime may operate by mutual agreement between the employer and the employee concerned, within the ordinary hours of work specified within this agreement.
- C.1.6** The employee will have regular stated hours. These may be varied with the agreement of the employee and will be confirmed in writing. In special circumstances an employee may be required to vary their starting and/or finishing times temporarily.

**C.2 OVERTIME
NGĀ MAHI TĀPIRI**

C.2.1 These provisions apply to any employee employed on a salary of less than the maximum of Level 4 of the salary scale per annum (inclusive of any higher duties allowance) and who, with the prior authorisation of the employer, works in excess of 37.5 hours a week, or in the case of trades-related employees, in excess of 40 hours per week.

C.2.2 The employee will be compensated for authorised overtime by one of the following options which must be specified by the employer when the overtime is authorised:

- (a) time off in lieu of one hour off for one hour worked; or
- (b) the payment of overtime hours at a rate of T0.5 per hour additional to the employee's normal hourly rate of pay; or
- (c) the payment of an allowance to be agreed between the employer and the employee where the employee is regularly required to work hours in excess of 40 hours per week.

No employee will be required to work overtime on a time-in-lieu basis where the employee already has time-in-lieu to be taken in excess of 5 days of ordinary time.

C.2.3 Where possible the employee will be given 48 hours notice of the need for overtime to be worked.

C.2.4 An employee employed on a salary at the maximum of Level 4 of the salary scale and above may be granted time off in lieu of one hour off for one hour worked for time worked in excess of 40 hours per week.

**C.3 SATURDAY/SUNDAY RATES
NGĀ UTU MŌ NGĀ RĀHOROI/RĀTAPU**

An employee working on a Sunday or after 5.00 pm on a Saturday will be paid a rate of T0.5 per hour additional to their normal hourly rate. Where an employee is eligible for overtime payment for work on a Saturday or Sunday the above rate is additional.

**C.4 CALL BACKS
TE HOKI OHORERE MAI KI TE MAHI**

C.4.1 A call back is where an employee is required by the employer to attend the University, after the employee has completed his/her ordinary hours of work, and has left the place of employment, or is called back before the normal starting time and does not continue working until such normal starting time. The employee will either be paid overtime or receive time off in lieu for any callback worked.

C.4.2 For the purposes of sub-clause C.4.1, any overtime paid to the employee or any time off in lieu thereof will be calculated as a minimum of three hours.

C.4.3 Where an employee is subsequently called back to the University after an earlier call back and the cumulative period of these call backs is less than or equal to three hours, the employee will only receive the minimum payment specified in sub-clause C.4.2.

C.4.4 Where an employee receives a call back pursuant to this clause, and uses his/her own vehicle, a transport allowance will be paid in accordance with clause E.6. If the call back is scheduled, the employee will only receive the transport allowance if there is no public transport available to the employee and the employee is required to use his/her own vehicle.

**C.5 NIGHT RATES
NGĀ UTU PŌ**

An employee working outside the ordinary hours specified in clause C.1 will be paid a rate of T0.5 per hour additional to their normal hourly rate except where Saturday/Sunday rates apply.

Where overtime is applicable, the above rate is additional.

**C.6 COMPUTATION OF HOURLY RATE
TE TATAU I TE UTU Ā-HĀORA**

For the purpose of this section, the employee's hourly rate of pay will be the employee's annual salary divided by 1955.36 in the case of employees who work a thirty seven and a half hour week and 2085.71 in the case of employees who work a forty hour week.

**SECTION D: REMUNERATION
TE WĀHANGA D : TE UTU**

**D.1 SALARY SCALE
TE PIKINGA O TE UTU**

	01.07.2022	01.04.2023	01.10.2023
Level 7 <i>Points 490 – 580</i>	101964 – 112120	\$104,513 - \$114,923	\$105,558 - \$116,072
Level 6 <i>Points 431 – 489</i>	89952 – 99780	\$92,452 - \$102,280	\$93,452 - \$103,303
Level 5 <i>Points 370 – 430</i>	76302 – 87768	\$78,802 - \$90,268	\$79,802 - \$91,268
Level 4 <i>Points 305 – 369</i>	63198 – 75756	\$65,698 - \$78,256	\$66,698 - \$79,256
Level 3 <i>Points 235 – 304</i>	51186 – 62652	\$53,686 - \$65,152	\$54,686 - \$66,152
Level 2 <i>Points 180 – 234</i>	44484 - 50640	\$46,984 - \$53,140	\$47,984 - \$54,140

- (i) New positions will be advertised with a provisional salary range and evaluated as soon as possible thereafter. The job evaluation level, if different, will be applied from the date of appointment.
- (ii) Job evaluation will normally be applied to positions which are expected to last more than 18 months. For positions of 18 months or less the appropriate salary level will be determined with due regard to internal comparison with other similar positions.
- (iii) A position may be re-evaluated in circumstances where substantial changes have occurred. A request for re-evaluation may be made by the manager or the employee through the manager.
- (iv) When job evaluation results in a position being placed in a different salary level, the employee's current salary will not be reduced. Where the current salary is below the minimum for the new level, the employee's salary will be raised to at least the new minimum, normally from the date that the regrading takes effect. Where the increase is substantial and cannot be paid immediately the employer agrees to raise the salary to at least the new minimum within two years.

**D.2. CRITERIA FOR PLACEMENT AND MOVEMENT IN SALARY SCALES FOR STAFF IN ALL GROUPS
NGĀ TAKE E TOHUA AI TE TANGATA KI TE TŪRANGA MAHI, E PIKI AKE AI HOKI TE UTU**

D.2.1 Salary on appointment

Salary will be set at a point within a level, having regard to:

- (a) Relevant work experience in previous or current employment
- (b) Relevant educational or other qualification
- (c) Ease or difficulty of recruitment and/or retention having regard to the specified skills and the level of skills required.

D.2.2 Annual Review

The employee's salary will be reviewed annually. This does not preclude a review at other times in special circumstances.

In considering advancement within the ranges of rates, the criteria to be used are:

- (a) Individual high level of achievement, increased skills and value to the organisation, including increased on the job experience.
- (b) Recruitment and retention experience.
- (c) Job content including scope and complexity.

D.2.3 Advancement will be by annual increment, subject to satisfactory performance, within Level 1.

D.2.4 Movement between levels is by position regrading on the basis of job evaluation.

D.3 SUPERANNUATION TE PENIHANA

The employee may belong to the 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 E: ALLOWANCES TE WĀHANGA E: NGĀ TAKE MOTUHAKE

E.1 SPECIAL DUTIES NGĀ MAHI MOHUHAKE

E.1.1 An employee who is required by the employer, for a period of at least 10 consecutive working days, to undertake special responsibilities or to temporarily carry out higher duties, will be paid an allowance or a one-off taxable bonus appropriate to the special or increased responsibilities. Ideally, such payment is to be agreed with the employee in advance. Arrangements may, in some cases, only apply to a proportion of the duties performed by a higher salaried employee. The allowance or one-off taxable bonus payment will apply for the entire period for which the special or increased responsibilities are undertaken.

E.1.2 The special duties allowance or bonus will be calculated at not less than 7% of the salary of the individual acting in the higher position proportionate to the extent of the duties performed.

E.1.3 When an employee is promoted to a position that he/she has previously undertaken the full duties and responsibilities of and paid a higher duties allowance or bonus for, then the appointment to that position may be backdated to the date that the special duties were taken up.

E.2 MEAL ALLOWANCE NGĀ TAKE MOTUHAKE MŌ TE KAI

An employee who has been directed to work not less than two hours' overtime after a break of at least half an hour and who has had to buy a meal which they would not otherwise have bought, will be paid a taxable meal allowance of \$22.50 (\$23.06 effective 1 June 2020; \$23.64 effective 1 June 2021).

E.3 MORNING, LUNCH, AND AFTERNOON TEA NGĀ KAI O TE ATA, TE RĀ NUI ME TE AHIAHI

The employee will receive free tea, coffee, milk and sugar for morning, lunch and afternoon tea breaks.

**E.4 TRAVELLING ON UNIVERSITY BUSINESS IN NEW ZEALAND
NGĀ TAKE/UTU HAERE KI WĀHI KĒ**

(This clause will not apply to staff undertaking field work.)

E.4.1 When an employee is required to travel from their normal place of work, the employer will meet approved and reasonable expenses on production of receipts in accordance with the University's Travel Policy as promulgated from time to time.

E.4.2 Employees staying privately may claim up to the following rates for meals and accommodation: \$118.12 (\$121.07 effective 1 June 2020; \$124.10 effective 1 June 2021) for each 24 hour period;
\$52.97 (\$54.29 effective 1 June 2020; \$55.65 effective 1 June 2021) for any additional period of less than 24 hours.

**E.5 FIELD WORK
NGĀ MAHI/RANGAHAU KI WAHO I TE WHARE WĀNANGA**

E.5.1 For the purpose of this agreement, field work will mean:

- (a) A day field trip - which does not necessitate the employee being away from their place of residence overnight;
- (b) A field trip - which necessitates the employee being away from their place of residence for one night or more, up to 20 consecutive nights;
- (c) An expedition - which necessitates the employee being away from their place of residence for more than 20 consecutive nights.

E.5.2 An employee has the right to object to undertaking field trips and expeditions as defined in E.5.1 of this clause on reasonable grounds. The employer undertakes to adequately consider an employee's reasonable objection to field trips and expeditions and wherever possible to give reasonable notice of the field trip or expedition.

E.5.3 An employee who undertakes field work of any kind covered by this clause will be provided by the employer with equipment and special clothing deemed by the employer to be necessary for the field work, and such equipment or special clothing will remain the property of the employer. In lieu of the foregoing, an employee may be paid a sum agreed upon by the employer and the employee as partial reimbursement of the cost of provision by the employee of such equipment or special clothing, which will remain the property of the employee.

E.5.4 It will be the duty of the employer to take all reasonable steps to ensure that all equipment and clothing supplied at any time during field work is in a safe working condition, and that where necessary the employee is given adequate instruction in its proper use.

E.5.5 An employee engaged on a field trip or expedition will be provided with suitable food and transport or will be reimbursed the actual reasonable costs thereof. An employee engaged on a field trip will be entitled to accommodation of a reasonable standard appropriate to the circumstances. Where necessary, an employee undertaking a field trip or expedition may be given an advance against expenses.

E.5.6 An employee engaged on a day trip will be entitled to time-off, in lieu of overtime, on the basis of one hour for each hour of overtime worked.

E.5.7 An employee engaged on a field trip will be entitled to one day's time off in respect of each day worked, not being a normal working day for the employee, to be taken at a time mutually convenient to the employee and the employer.

E.5.8 An employee engaged on an expedition will not be entitled to overtime or time-off in lieu.

E.5.9 An employee engaged on a field trip or an expedition will be paid a taxable incidentals allowance at the rate of \$13.07 (\$13.40 effective 1 June 2020; \$13.74 effective 1 June 2021).

E.5.10 The terms and conditions applicable to expeditions will be determined in each case prior to the commencement of the expedition. It is recognised by the parties that each expedition is to be treated on its merits as a separate case.

**E.6 TRANSPORT ALLOWANCE
TE UTU WAKA**

E.6.1 A transport allowance at the rates specified below is payable to shift and rostered staff, subject to the following conditions:

- (a) an allowance is payable only to an employee who is required to travel more than two kilometres from their residence to the place in which they are employed.
- (b) an allowance is payable only to an employee who is required to travel to and from work during the times when public transport which is available to staff working between 7.30am and 6.00pm, Monday to Friday has not begun, or has ceased to operate.

Rates:

Shortest distance between employee's home and place of employment (one way) **Allowance payable for each return trip**

	\$	\$	\$
	01.03.19	01.06.20	01.06.21
Up to and including 2 km	Nil	Nil	Nil
2 km - 4 km	1.67	1.71	1.75
4 km - 6 km	2.44	2.50	2.56
6 km - 8 km	3.33	3.41	3.50
8 km - 10 km	4.05	4.15	4.25
10 km - 12 km	4.93	5.05	5.18
12 km - 14 km	5.70	5.84	5.99
14 km - 16 km	6.50	6.66	6.83
16 km and over	6.94	7.11	7.29

General conditions:

E.6.2 No allowance is payable when public transport would enable the employee to arrive at work within 30 minutes before the time they are required to commence duty and when public transport is safely available within 30 minutes after the time they cease duty.

E.6.3 Where the allowance is approved, it is for a return trip although public transport may be available when the employee is required to commence duty but not when they cease, or vice versa.

**E.7 TRANSPORT IN HOURS OF DARKNESS
TE HAERE I TE PŌ I RARO I TE WHARE WĀNANGA**

Where an employee living less than two kilometres from the University is required to travel to or from work during the hours of darkness and the employer considers the safety of the employee warrants use of a taxi, this may be authorised.

**E.8 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 the 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.

**E.9 STANDBY ALLOWANCE
TE UTU TATARI**

Employees who are rostered on standby for call back will be paid a per day allowance of \$42.65 (\$43.72 effective 1 June 2020; \$44.81 effective 1 June 2021).

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 HOLIDAYS FALLING DURING LEAVE OR TIME OFF
NGĀ HARAREI E TAKA AI KI WAENGANUI I NGĀ RĀ WHAKAMATUA, KI ĒTEHI RĀ RĀNEI
KĀORE TE TANGATA I TAE KI TE MAHI

F.2.1 Leave on pay - where a public holiday or a University holiday falls during a period of annual leave, sick leave on pay or special leave on pay, the employee is entitled to that holiday and it will not be debited against 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.

F.2.2 Leave without pay - the employee will not be entitled to payment for a recognised holiday falling during a period of leave without pay.

F.3 ANNUAL LEAVE ENTITLEMENT
NGĀ RĀ WHAKAMATUA Ā-TAU

F.3.1 Each employee will be entitled to annual leave of four weeks, in accordance with the Holidays Act 2003 and amendments.

F.3.2 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.3.3 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.3.4 The parties recognise and encourage the desirability of employees having periods of rest and recreation away from their work and expect all leave to be taken within 12 months of the date on which the entitlement falls due.

F.3.5 With the written approval of the employee's manager, an employee may take annual leave in anticipation of entitlement. The number of days anticipated will not exceed the number of days accrued.

F.4 SICK LEAVE NGĀ RĀ WHAKAMATUA MŌ TE MĀUIUI

F.4.1 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.4.2 Employees on appointments of more than 12 months

F.4.2.1 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.4.2.2 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 or long service leave the employer will permit the period of incapacity to be debited against sick leave provided a medical certificate is produced.

F.4.2.3 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's 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.4.3 Employees on fixed term appointments of 12 months or less

F.4.3.1 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.4.3.2 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.4.3.3 A medical certificate will be required for all absences in excess of five consecutive days and may be required for lesser periods.

F.4.3.4 Sick leave without pay may be granted on production of a medical certificate from a registered medical practitioner.

F.4.3.5 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.4.3.6 The above provisions are inclusive of any entitlement under the provisions of the Holidays Act 2003.

F.4.4 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.4.5 Absence through Injury

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

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

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

**F.5 RETIREMENT AND RETIREMENT LEAVE
TE RĪTAIATANGA ME NGĀ RĀ WHAKAMATUA RĪTAIA**

F.5.1 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 casual or fixed term basis.

F.5.2 The employee is required to give one months written notice of intention to retire and to declare any planned future employment.

F.5.3 Where retirement is approved in terms of Clause F.5.1 (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 table:

Entitlement (in working days) with Service of Years specified.

Years Entitlement (in days)

10	26
11	30
12	34
13	39
14	43
15	47
16	51
17	56
18	60
19	64
20	69
21	73
22	77
23	81
24	86
25	90
26	94
27	99
28	103
29	107
30	111
31	116
32	120
33	124
34	129
35	131

F.5.4 Service for the purpose of retirement entitlement and calculation means continuous employment, full-time or part-time (on a pro-rata basis), in the University together with any other service which the employer may at its discretion recognise. Part-time employees qualify on a pro-rata basis.

F.5.5 In determining the period of service, the employer may deduct periods of leave without pay exceeding 3 months in total.

F.5.6 On the death of an employee the employer may approve a cash grant in lieu of any retirement allowance to the surviving partner, or if there is no surviving partner, to any dependent

F.5.7 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 and/or long service leave due.

F.5.8 The employer will notify an employee who has retired during the preceding 12 months of any salary increase that is backdated to any period of annual or long service leave taken after cessation of duties, provided the employee has left a contact address with the employer, and will pay the increase on written application from the employee.

F.6 PARENTAL LEAVE NGĀ RĀ WHAKAMATUA MŌ TE TIAKI PĒPI

F.6.1 Parental leave will be granted in accordance with the Parental Leave and Employment Protection Act 1987 and its amendments.

F.6.2 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.6.2.1 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.6.2.2 In addition, if the employee is entitled to the ex gratia payment or paid leave provisions set out in 6.2.1 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.6.3 Applications for the provisions set out in 6.2.1 and 6.2.2 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.6.4 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.6.5 Job Protection

An employee returning from parental leave is entitled to resume work in the same position other than in the exceptional circumstances specified in the Parental Leave and Employment Protection Act 1987.

F.6.6 Surplus Staffing

When a staffing surplus is declared involving a position that is usually occupied by an employee who is on parental leave, the provisions of clause G.3 of this Agreement will apply.

F.7 LONG SERVICE LEAVE NGĀ RĀ WHAKAMATUA MŌ TE ROA O NGĀ TAU E MAHI ANA TE TANGATA

F.7.1 In addition to annual holidays specified elsewhere in this Agreement, an employee will be entitled to either:

- (a) on completion of 10 years' continuous University service, a special holiday of two weeks and on completion of 20 years' continuous University service a further two weeks special holiday or;
- (b) on completion of 20 years' continuous University service, a special holiday of four weeks.

The leave must be taken within five years of the 20 years entitlement becoming due or be forfeited. This is a once only entitlement.

F.7.2 Long service leave is a leave entitlement, not a basis for a lump sum payment.

F.7.3 Entitlement to long service leave will not affect any retirement leave eligibility.

**F.8 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.9 BEREAVEMENT/TANGIHANGA LEAVE
NGĀ RĀ WHAKAMATUA MŌ TE TANGIHANGA**

F.9.1 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.9.2 In granting time off, 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 associated with the ceremonies resulting from the death;
- (c) the amount of time needed to discharge properly any responsibilities or obligations;
- (d) reasonable travelling time; for cases involving overseas travel this may not be the full period of travel;

F.9.3 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.9.4 If paid special bereavement leave is not appropriate, then annual leave or leave without pay may be granted, but as a last resort.

F.9.5 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.10 STUDY LEAVE
NGĀ RĀ WHAKAMATUA MŌ TE AKO**

F.10.1 Employees may be granted study leave to enable them to complete qualifications and to attend courses and seminars which are considered by the employer to be relevant to their employment.

F.10.2 Provisions for this and other forms of study leave are at the discretion of the employer.

F.10.3 The employer 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 employer may approve attendance at courses in other cases without being required to pay tuition fees.

**F.11 SPECIAL LEAVE
NGĀ RĀ WHAKAMATUA MOTUHAKE**

F.11.1 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.11.2 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.12 CREDIT FOR PREVIOUS SERVICE
NGĀ WHAKAWHIWHINGA MŌ NGĀ MAHI O MUA**

F.12.1 Continuous employment in another New Zealand University will count as service for the purpose of calculating retiring entitlements under these provisions provided the interval between the prior service and employment by the employer does not exceed one month.

F.12.2 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.12.3 The employer may give credit for previous relevant service for the purpose of calculating long service leave. Decisions will have regard to the relevance of the service and recruitment and retention experience.

F.12.4 An employee employed prior to 30 March 1993 will retain their existing provisions regarding recognition of service.

**F.13 FAMILY VIOLENCE LEAVE
NGĀ RĀ WHAKAMATUA MŌ TE WHAKAREKEREKE Ā-WHARE**

F.13.1 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.13.2 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: TERM OF EMPLOYMENT
TE WĀHANGA G: TE WHAKAKORE TŪRANGA MAHI**

G.1 ABANDONMENT OF EMPLOYMENT TE WHAKARERETANGA I TĒTEHI TŪRANGA MAHI

When an employee is absent from work for a continuous period of three 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.

**G.2 TERMINATION OF EMPLOYMENT
TE WHAKAKORE TŪRANGA MAHI**

G.2.1 For continuing employees notice of termination will be one month by either party but this may be reduced by mutual agreement.

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.

If the required period of 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. This will not prevent the employer from summarily dismissing an employee for misconduct.

G.2.2 An employee may be required by the employer to relinquish employment based on the certificates of two medical practitioners nominated by the employer. The employer will normally give the employee not less than three months notice provided that a lesser period may apply by mutual agreement.

G.3 REDUNDANCY TE HEKENGA I TE MAHI

G.3.1 Where a review or restructuring has the potential to affect the job security of an employee, 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 e.g. the non-replacement of staff through attrition; voluntary redundancy; voluntary redeployment; voluntary reduced hours and/or job sharing.

G.3.2 Where a surplus staffing situation arises, the employer will advise the employee 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 G.2, 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.

G.3.3 The employer will consult and explore options with the employee affected. Options to be explored include redeployment and retraining. Alternatively, the employee affected may apply for redundancy without exploration of these options.

G.3.4 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 an employee may be redeployed to alternative duties within the University are as follows:

- (i) An employee 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) An employee who is offered a position in the University which is directly comparable to their existing position, and who declines appointment, will not be eligible for payments under clause G.3.7.

G.3.5 Retraining

Where an employee, 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.

G.3.6 Voluntary Redundancy

G.3.6.1 If a surplus staff situation is possible, an employee may apply to terminate their employment through voluntary redundancy.

G.3.6.2 If a surplus staff situation has been declared and notice given as described in clause G.3.2, an employee may apply to terminate their employment through redundancy without the exploration of alternative options.

G.3.6.3 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.

G.3.6.4 Where an application for voluntary redundancy under clause G.3.6.1 is approved, the notice period will be three months.

G.3.6.5 Where an application for redundancy without the exploration of other options under clause G.3.6.2 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.

G.3.6.6 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 G.3.7, 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.

G.3.7 Redundancy

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 of 40 weeks ordinary pay.

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

G.3.8 Employee Protection Provision

G.3.8.1 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.

G.3.8.2 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.

G.3.8.3 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.

G.3.8.4 Where employment opportunities exist the employer will advise the affected employees of their right to accept or decline to transfer to the new employer.

G.3.8.5 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 G.3.

G.3.8.6 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 clause G.2.1 will apply. Clauses G.3.1 – G.3.7 will not apply with the exception of clause G.3.4 (redeployment).

G.3.8.7 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 G.3.4) and clauses G.3.2, G.3.3, and G.3.7 will apply.

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

H.1 HEALTH AND SAFETY
TE HAUORA ME TE HAUMANU

H.1.1 For employees using computers, 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.1.2 Eye Tests

An employee who is engaged in computer duties for at least 50 per cent of their normal working time is entitled, at not less than two yearly intervals, to a contribution towards the cost of eye tests and, if the test discloses that prescription spectacles or contact lenses are required for the normal viewing distance of a computer, towards the cost of spectacles or contact lenses. The total maximum reimbursement (eye test and spectacles/lenses combined) will not exceed \$400 and will be subject to PAYE.

If an employee resigns within six months of receiving spectacles or contact lenses under this clause, the employee will repay to the employer two thirds of the costs incurred.

H.2 PAYMENT OF SALARIES
TE TUKU I NGĀ UTU

Payment of salary will be made fortnightly.

H.3 DEDUCTIONS
NGĀ TANGOHANGA

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

H.4 PERSONAL GRIEVANCE PROCEDURES

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.5 DISPUTES PROCEDURES

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.6 SAVINGS TE PENAPENA PŪTEA

H.6.1 General Occupational Classes Savings ("Grandparent Clause")

This clause will apply to staff in the following occupational classes:

Administrative and Clerical
Computer (Data Processing) and (Data Entry)
Computer Consultants, Analysts, Programmers
Continuing Education Officers
Counsellors
General Services
Liaison Officers
Nurses
Secretaries/Typists
Telephonists

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

H.6.2 Librarians Savings

(This clause will apply to staff in the Librarians Occupational Class).

(a) Employees, other than casuals, employed prior to 30 March 1993 and who work on weekends, will be paid the rates applicable prior to the coming into force of this agreement.

H.6.3 Technicians Savings

(This clause will apply to staff in the Technicians Occupational Class).

Permanent staff who took up their duties prior to 1 July 1990 will not have their previous annual leave, long service leave or retiring leave entitlements reduced by the coming into force of this agreement.

H.7 PROFESSIONAL FEES AND REGISTRATIONS NGĀ NAMA NGAIO ME NGĀ RĒHITANGA

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.8 TIKANGA MĀORI/TE REO MĀORI SKILLS TE MĀRAMA KI NGĀ TIKANGA MĀORI/NGĀ PŪKENGĀ 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.9 STAFF CODE OF CONDUCT NGĀ TIKANGA Ā-WHANONGA

The Staff Code of Conduct is attached as Appendix B.

H.10 VARIATIONS NGĀ REREKĒTANGA

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

H.11 CURRENCY OF THESE CONDITIONS OF EMPLOYMENT

When these provisions form part of an individual employment agreement between the Vice-Chancellor and a general staff 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

This appendix comprises an explanation of the procedure for resolving employment relationship problems and personal grievances:

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.