

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

**CONDITIONS OF EMPLOYMENT FOR
PROFESSIONAL LEARNING AND DEVELOPMENT FACILITATORS
EMPLOYED ON INDIVIDUAL AGREEMENTS**

1 April 2023

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THE UNIVERSITY OF WAIKATO TE WHARE WĀNANGA O WAIKATO

CONDITIONS OF EMPLOYMENT FOR PROFESSIONAL LEARNING AND DEVELOPMENT FACILITATORS EMPLOYED ON INDIVIDUAL EMPLOYMENT AGREEMENTS

SECTION A: CONTRACTUAL ARRANGEMENTS

- A.1** These conditions of employment may form part of individual employment agreements made pursuant to 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: TERMS OF EMPLOYMENT

B.1 TERMINATION OF EMPLOYMENT

Notice will be deemed to have been given at the time a finishing date is agreed. For employees who wish to terminate their employment before the end of the agreed fixed term, notice of termination will be at least one month but this may be reduced by mutual agreement.

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.

The provisions of this clause will not prevent the employer from summarily dismissing an employee for serious misconduct.

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 is unable through no fault of that employee to notify the employer, employment will not be deemed to have been abandoned. The employer will make every effort to contact the employee before invoking this clause.

B.2 SUPERANNUATION

Employees who have employment agreements of more than two years may belong to the UniSaver superannuation scheme in accordance with the provisions of that scheme. Where an employer is already a contributor to this scheme the employer will continue to make contributions to the Scheme.

Where an employee is a contributor to the Government Superannuation Fund the employer will continue to make contributions to the Fund.

SECTION C: HOURS OF WORK

- C.1** The full hours of work will be 37 hours 30 minutes a week, worked on an agreed flexible time system.

SECTION D: REMUNERATION

D.1 SALARY SCALE

01.04.2023

\$92,809 - \$134,749

01.10.2023

\$93,809 - \$136,096

D.2 PLACEMENT ON APPOINTMENT

Salaries will be set within the salary range, having regard to:

- (i) Relevant experience and qualifications
- (ii) Duties and responsibilities
- (iii) Ease or difficulty of recruitment.

D.3 POSITION AND SALARY REVIEW

Salaries will be set for the term of the appointment. In exceptional circumstances an individual salary may be reviewed upon application after at least twelve months in the position. Any such review will be undertaken by the Pro Vice-Chancellor on the recommendation of the Director of the Institute of Professional Learning and Development according to:

- The nature of the role including job content, responsibilities, scope and complexity.
- The skills, qualifications and experience required for the role.
- Recruitment and retention experience.

D.4 SUBSCRIPTIONS TO PROFESSIONAL ASSOCIATIONS

Employees will be reimbursed for the cost of a subscription to a professional association under such conditions as the employer may approve.

D.5 PAYMENT OF SALARIES

The salaries of employees will be paid fortnightly by direct credit to a bank account.

SECTION E: ALLOWANCES

E.1 SPECIAL DUTIES

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.2 TRAVELLING ON UNIVERSITY BUSINESS

E.2.1 An employee who is required to travel from their normal place of work will be reimbursed actual and reasonable accommodation and meals expenses, by prior agreement with the manager and on production of receipts.

E.2.2 Employees staying privately may claim up to the following rates for meals and accommodation:

For each 24 hour period: 1 April 2023 \$52.76

E.2.3 Reimbursement of expenses incurred in caring for dependents

When an employee is engaged on official University business outside their agreed normal hours, the employer has the discretion to reimburse on production of receipts the actual and reasonable cost of expenses incurred by employees in caring for dependents where the situation is such that an employee cannot make alternative arrangements for the care of his/her dependents.

E.3 MOTOR VEHICLE EXPENSES

E.3.1 A motor vehicle allowance will normally only be paid for short local trips, where a University vehicle is not available and 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 set by the Inland Revenue Department 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.4 PRACTISING CERTIFICATES

The employer agrees to meet the cost of any fees set by the Education Council, pursuant to section 364(1) of the Education Act 1989, for the purposes of issuing or renewal of practising certificates for teachers covered by this agreement.

SECTION F: HOLIDAYS AND LEAVE

F.1 PUBLIC HOLIDAYS

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

- F.2.1** Where a public holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an employee is entitled to that holiday which is not to be debited against such leave. This provision does not apply to a holiday falling during annual or retiring leave after the employee has ceased work prior to leaving the University, unless the employee has worked at any time during the fortnight ending the day on which the holiday is observed.
- F.2.2** An employee will not be entitled to payment for a recognised holiday falling during a period of leave without pay, unless the employee has worked at any time during the fortnight ending on the day the holiday is observed.

F.3 ANNUAL LEAVE

- F.3.1** Employees will be entitled to five weeks leave per year. The fifth week of annual leave will 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 that are not a Saturday, Sunday or public holiday.
- F.3.2** 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.3.3** 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.3.4** 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

F.4.1 Reporting

Employees who are absent because of the need for sick leave must ensure that the appropriate line manager or equivalent is informed promptly in sufficient time to make alternative arrangements where necessary. Employees must 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 two years

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 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 two years or less

- F.4.3.1** Employees will be entitled to four days sick leave immediately upon commencement and 10 days after six months service and each year thereafter.
- 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 sickness, injury or care of a child, partner or other person 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

- F.5.1** The employee is required to give one month's notice of intention to retire and to declare any planned future employment.
- F.5.2** Notice of retirement which gives rise to an entitlement to retirement leave cannot be given after the employer has provided notice of termination (including notice of the expiry of a fixed term appointment). If employment is terminated early, other than for cause, eligible employees may provide notice of retirement.
- F.5.3** Retiring employees will be entitled to retiring leave as set out in table A of this clause.
- F.5.4** Service for the purpose of retirement leave entitlement and calculation, means unbroken employment, full-time or part-time (on a pro-rata basis), in the University together with any other service which the employer may at its discretion recognise. However, previous service in the State Sector does not qualify for retiring leave if the employee accepted voluntary severance. Part-time employees qualify for retirement leave on a pro-rata basis.
- F.5.5** Retirement leave does not count as service; service for retirement leave purposes is to be reckoned up to and including the last day of work plus any annual leave due.
- F.5.6** In determining the period of service, the employer may deduct periods of leave without pay exceeding 3 months in total.

F.5.7 Entitlements:

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

Years of Service	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.5.8 Computation of retiring leave

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

F.5.9 Grant in lieu of retiring leave

F.5.9.1 All employees eligible for retiring leave may accept, instead of any period of retiring leave to which they are entitled, a lump sum gratuity equivalent in value to that leave.

F.5.9.2 On the death of an employee the employer may approve a cash grant in lieu of retiring leave to the surviving partner, or if there is no surviving partner, to any dependent.

F.6 PARENTAL LEAVE

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.7 BEREAVEMENT/TANGIHANGA LEAVE

F.7.1 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), kawemate (re-enactment of tangihanga) or maumaharatanga (memorial services).

F.7.2 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.7.3 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.7.4 If paid special bereavement leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.

F.7.5 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, (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.8 SPECIAL LEAVE

The employer may at his/her discretion approve special leave, paid or unpaid, for any purpose, including on compassionate grounds.

F.9 PROFESSIONAL DEVELOPMENT LEAVE

Employees may be granted leave with or without pay to enable them to complete qualifications/attend courses, seminars, or other appropriate activities which are considered by the employer to be relevant to their employment. The employer is committed to the development of staff in order to achieve organisational goals.

F.10 FAMILY VIOLENCE LEAVE

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

SECTION G: GENERAL PROVISIONS

G.1 DEDUCTIONS

Notwithstanding anything contained elsewhere in this agreement 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 this agreement) or default provided that such deduction will be made not later than the pay period following that in which the absence occurred.

G.2 REDUNDANCY

G.2.1 Where a surplus staffing situation arises, 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 specified in clause B.2, and may be varied by agreement between the employer and employee(s) concerned. The period of notice will be no greater than the unexpired portion of the fixed-term.

G.2.2 The employer will consult and explore options with the employee(s) affected, and their authorised representative, if any. Options to be explored include attrition, redeployment and retraining.

G.2.3 Employees who are redeployed to a new position at a lower salary within the University will receive an equalisation allowance to preserve the salary of the employee for a period of not less than one year or the remainder of the fixed-term period, whichever is the lesser.

G.2.4 If a surplus staffing situation is possible and the employer has entered into the consultative process, an employee may apply to terminate their employment through voluntary redundancy. 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. Where an application for redundancy without the exploration of other options 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.

Where an application for voluntary redundancy is approved, the employee concerned will:

- receive compensation as specified in G.2.5; and
- be ineligible for consideration for re-employment within the University for a period of not less than three months following the termination date.

G.2.5 Where an employee is declared redundant, the employer will pay to the employee financial compensation based on continuous service with the University. Payments will be equivalent to six weeks taxable salary for service up to two years, and one week taxable salary for each subsequent six months of service or part thereof, with a maximum of 40 weeks. Payments under this clause will be no greater than the salary that would be due over the unexpired portion of the fixed term.

G.2.6 Employees who are offered a position in the University which is directly comparable to their existing position, which does not require a change in residential location, and who decline appointment, will not be eligible for payments under this clause. Redundancy will be a last resort.

G.2.7 Employee Protection Provision

G.2.7.1 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.2.7.2 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.2.7.3 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.2.7.4 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.2.7.5 If an affected employee chooses to transfer to the new employer he/she will not be deemed to be redundant for the purposes of clause G.2.

G.2.7.6 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 B.2 will apply. Clauses G.2.1 – G.2.6 will not apply with the exception of clause G.2.3 (redeployment).

G.2.7.7 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.2.3) and clauses G.2.1, G.2.2, G.2.4, G.2.5 and G.2.6 will apply.

G.3 CODE OF CONDUCT

The University's Code of Conduct applies to all employees and is attached as Appendix B.

G.4 DISPUTES AND GRIEVANCES

G.4.1 Resolution of any dispute or grievance will be determined in accordance with the procedures set out in the Employment Relations Act 2000. An explanation of the procedures for resolving employment relationship problems and personal grievances is attached to this Agreement as Appendix A.

G.4.2 Nothing in clause G.4.1 will prevent the parties from agreeing upon any other procedure for the purpose of resolving any dispute or grievance so long as it complies with the requirements of the Employment Relations Act 2000.

G.5 CURRENCY OF THESE CONDITIONS OF EMPLOYMENT

When these provisions form part of an individual employment agreement between the Vice-Chancellor and the employee, they shall remain in force, with the salary rates and terms and conditions set out in this agreement to remain unchanged, 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.

Employment Relations Act 2000 – Clause 66

Fixed term employment

1. An employee and an employer may agree that the employment of the employee will end-
 - (a) at the close of a specified date or period; or
 - (b) on the occurrence of a specified event; or
 - (c) at the conclusion of a specified project.

2. Before an employee and employer agree that the employment of the employee will end in a way specified in subsection (1), the employer must-
 - (a) have genuine reasons based on reasonable grounds for specifying that the employment of the employee is to end in that way; and
 - (b) advise the employee of when or how his or her employment will end and the reasons for his or her employment ending in that way.

3. The following reasons are not genuine reasons for the purposes of subsection (2)(a):
 - (a) to exclude or limit the rights of the employee under this Act;
 - (b) to establish the suitability of the employee for permanent employment.
 - (c) to exclude or limit the rights of an employee under the Holidays Act 2003.

4. If an employee and an employer agree that the employment of the employee will end in a way specified in subsection (1), the employee's employment agreement must state in writing—
 - (a) the way in which the employment will end; and
 - (b) the reasons for ending the employment in that way.

5. Failure to comply with subsection (4), including failure to comply because the reasons for ending the employment are not genuine reasons based on reasonable grounds, does not affect the validity of the employment agreement between the employee and the employer.

6. However, if the employer does not comply with subsection (4), the employer may not rely on any term agreed under subsection (1)—
 - (a) to end the employee's employment if the employee elects, at any time, to treat that term as ineffective; or
 - (b) as having been effective to end the employee's employment, if the former employee elects to treat that term as ineffective.

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.