



THE UNIVERSITY OF  
**AUCKLAND**  
Te Whare Wānanga o Tāmaki Makaurau  
NEW ZEALAND

# Academic Casual Staff Individual Employment Agreement

May 2021

# ACADEMIC CASUAL STAFF INDIVIDUAL EMPLOYMENT AGREEMENT

MAY 2021

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# ACADEMIC CASUAL STAFF INDIVIDUAL EMPLOYMENT AGREEMENT

MAY 2021

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## PARTIES

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The parties to this agreement are the Vice Chancellor of The University of Auckland (the "Employer"), and the Employee.

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## 1. MUTUAL RESPONSIBILITIES

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- 1.1** During this casual engagement and any subsequent casual engagements governed by these terms and conditions, the employer shall continue to act as a good employer in all dealings with the employee.
- 1.2** The employee shall during the casual engagement:
- 1.2.1** Diligently and faithfully serve the employer and endeavour to promote and protect the interests of the University, and to act in a collegial manner.
- 1.2.2** Carry out and comply with all the employer's reasonable and lawful directions.
- 1.2.3** Diligently perform the duties as agreed between the employer and the employee, and fulfil obligations to students.
- 1.2.4** Comply with all the University's statutes, guidelines and policies, which may be amended by the employer from time to time either in accordance with provision 1.4
- 1.3** The employee is responsible to the employer as per [Schedule 1](#).

## 2. CASUAL AGREEMENT

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- 2.1** Employees will be offered casual employment as and when required. There is no obligation for the employer to offer work, or for the employee to accept work should it be offered.
- 2.2** Each offer constitutes a stand-alone engagement and the term of the engagement will be agreed by the parties at the outset. The Terms of this Agreement will apply to each casual engagement

## 3. HOURS OF WORK

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- 3.1** The hours of work shall be as agreed at the start of each engagement.
- 3.2** The employee is responsible for submitting a timesheet each week for any hours worked.

## 4. REMUNERATION

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- 4.1 The employer shall pay to the employee an hourly rate as agreed in the employee's offer letter. Payment will be made fortnightly by direct credit transfer.

## 5. SUPERANNUATION

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For details about University of Auckland superannuation benefits and how to apply, please visit the [Superannuation Page](#) on the staff intranet.

The University is an exempt employer and, although the employee can choose to join Kiwisaver, the employee will not be automatically enrolled in Kiwisaver. If the employee is already a member of Kiwisaver, when they are appointed to the University, they will need to inform the payroll office, so that the requisite deductions can be made.

Casual employees are not eligible to join UniSaver or the Government Superannuation Fund (GSF).

## 6. DISCIPLINARY PRINCIPLES

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- 6.1 Disciplinary processes will be undertaken in accordance with the [Academic Staff Disciplinary Procedures](#) and the principles of procedural fairness and good faith.

Where appropriate, any concerns about staff conduct and performance will be dealt with informally.

### Procedural Fairness

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

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

The Employer also agrees that:

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

### Good Faith

Both the employer and employee will act in good faith during any disciplinary process. Both parties agree to conduct themselves in a manner that is active, constructive,

responsive and communicative to ensure that a productive employment relationship is maintained through the process.

## 6.2 Definitions

**Misconduct** means

- (a) The failure of an employee in their employment to maintain proper standards of integrity, conduct of concern for the public interest or the wellbeing of the students or other employees of the University; or
- (b) The failure of an employee to comply with policies, procedures or directions of the University, Academic Head or other persons in authority at the University; or
- (c) The failure to maintain adequate standards of performance.

**Serious Misconduct** means misconduct which is so serious that it may warrant summary dismissal and may include but is not limited to, sexual harassment, assault, theft, fraud, misappropriation, deliberate or repeated disregard of health and safety standards, wilful disobedience, deliberate or repeated misconduct, failure to disclose a conflict of interest, breach of the University's policy against harassment, behaviour which leads to significant loss of trust and confidence.

## 6.3 Suspension

Where there is an alleged case of serious misconduct the employee may be suspended on base salary from their duties while an investigation is carried out. In addition there may be other exceptional circumstances in which an employee may be suspended with pay. Suspensions without pay will only occur in very rare and exceptional circumstances, such as a police investigation of serious criminality, and cognisant of the presumption of innocence. However no suspension shall be initiated or continued unless it is fair and reasonable for such a step to be taken or continued. Where there is a proposal to suspend an employee, that employee shall wherever practicable have the right to have access to all of the relevant information and an opportunity to be heard before the suspension occurs.

## 7. OUTSIDE EMPLOYMENT

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- 7.1 No outside activity may be undertaken which is in competition with any of the employer's activities during a casual engagement. Any conflict arising must be disclosed before an employee accepts an offer of casual engagement.

## 8. COPYRIGHTS, PATENTS AND TRADEMARKS

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- 8.1 When an employee makes a discovery, bring about an innovation or write computer programmes which may have possibilities for commercial exploitation, the University requires the staff member to disclose such a discovery to the University by informing Auckland UniServices Limited. An agreement between the employee and UniServices would then be entered into. Such an agreement will describe the obligations of the parties and the division of any income and expenditure.
- 8.2 Copyright of journal articles and books, works of art and music are not included in the above requirements and the copyright will remain with the author(s).

## 9. PAYMENT FROM OTHER PERSON(S)

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- 9.1 The employee shall not demand, claim or accept any fee, gratuity, commission, remuneration or benefit from any person or persons other than the employer in payment for any matter or thing concerned with the employee's duties, except with the prior written consent of the employer.

## 10. PUBLIC COMMENTARY & ACADEMIC FREEDOM

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- 10.1** In recognition of the rights of the public and the right of the employee to academic freedom, employees may enter into public debate and dialogue on matters relevant to their professional expertise and experience.
- 10.2 Academic Freedom**
- 10.2.1** An employee in commenting on matters of public interest during the casual engagement outside their particular areas of expertise or responsibility must do so in a private capacity unless they have first obtained the specific approval of the employer through the appropriate academic head.
- 10.2.2** The disciplinary procedures shall not be applied to any academic employee as a consequence of exercising their rights and obligations in relation to academic freedom and the critic and conscience of society pursuant to s 161 of the Education Act 1989.

## 11. EMPLOYEE NOT TO BIND EMPLOYER

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- 11.1** Except for the delegated duties specified in Schedule 1, the employee shall not at any time during or after any casual engagement enter into any contract with any person, company or corporation that shall purport to bind the employer in any manner whatsoever without written authority from the employer. The employer shall not be bound by any contract entered into without its written consent or delegation.

## 12. TERMINATION OF EMPLOYMENT

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- 12.1** The employer shall continue to employ the employee and the employee shall continue to serve the employer under the conditions of employment as prescribed in this Agreement and [Schedule 1](#) during subsequent casual engagements.
- 12.2** The employment may be terminated forthwith by the employer without prior notice if the employee shall at any time:
- (a) be guilty of serious misconduct; or
  - (b) be convicted of any criminal offence other than an offence which in the reasonable opinion of the employer does not affect fulfilment of duties with respect to the employer.
- 12.3** Regardless of the reason for termination the employee's final pay is payable in the next available pay cycle, unless the employee requests of the employer in writing to receive the final pay on the last day of the employee's work.

## 13. ABANDONMENT OF EMPLOYMENT

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- 13.1** When an employee is absent from work for a continuous period of three working days without notification to the employer, the employee may be deemed to have abandoned employment. Where an employee was unable through no fault of that employee to notify the employer, employment shall not be deemed to have been abandoned. Before concluding that the Employee has abandoned their employment, the University will take reasonable steps to contact the Employee.

## 14. DEBT RECOVERY

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- 14.1** Notwithstanding anything contained elsewhere in this agreement or in law the parties agree that the Employer is entitled to make a deduction from the pay (including final pay) of a casual employee for a debt lawfully owed to the University.
- 14.2** Deductions may be made, for example, for unauthorised absence, non-return or damage of University property, overpayment of pay or hours, outstanding debts or money owed to the University by the employee.
- 14.3** Employees will be consulted before any deductions are made from pay.
- 14.4** The Employer agrees that where regular deductions from an employees' salary is necessary to discharge the debt, the amount deducted will be fair and reasonable, considering the interests of both parties, including whether the proposed amount is affordable for the employee.

## 15. FIELD WORK

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- 15.1** The employer shall provide an employee who undertakes fieldwork with relevant equipment and special clothing which shall remain the property of the employer, provided that the employer may agree to an allowance, in lieu of the provision of such equipment and clothing, of up to \$21.34 per day, depending on the equipment supplied by the employee. During a field trip or expedition, the employer shall provide the employee with suitable food and transport or reimburse the employee for such costs on an actual and reasonable basis. An employee on a field trip shall be provided with accommodation of a standard appropriate to the circumstances. Where fieldwork is undertaken as part of a research programme, that programme shall meet these costs.

## 16. HEALTH, SAFETY AND WELLBEING

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- 16.1** The parties believe that the health, safety and wellbeing of all members of the University community is among their highest priorities. The University is committed to the highest standards of health, safety and wellbeing through continual improvement and the control of risk whilst ensuring the continued delivery of world-class education and research. Both the employer and the employee shall comply with their obligations under the Health and Safety at work Act 2015 and associated legislation. This includes the employer and the employee taking all reasonably practicable steps to ensure a safe and healthy workplace in accordance with the University's [Health, Safety and Wellbeing Policy](#).

The University is committed to being safe, inclusive and equitable. Diversity and collegiality are central to the University's values. In accordance with these values, the University is committed to providing an environment in which all members of the University community are valued and treated with respect, and where bullying, harassment and discrimination are unacceptable. For further information refer to the [Addressing Bullying, Harassment and Discrimination Policy and Procedures](#).

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## SCHEDULE 1: DUTIES

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### 1. SCHEDULE OF DUTIES

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- 1.1** All academic staff report to the Vice-Chancellor through their dean of faculty and head of school, department, or centre, as the case may be.
- 1.2** Casual academic staff in the grades of Lecturer, Senior Lecturer, Associate Professor and Professor may be employed to:
- (a) engage in research and publication within the field of their appointment;
  - (b) conduct research-informed teaching in accordance with their share of the department, school or centre's teaching programme;
  - (c) engage in service to the department, faculty, University, discipline and/or community which is related to the employee's employment.
- 1.3** Academic staff in the grade of Professional Teaching Fellow carry out all teaching activities in collaboration with a research active academic colleague who actively participates in the University processes of curriculum and assessment design and course review. Staff at the level of PTF4 may act as course directors. The duties of Professional Teaching Fellows do not include research.
- 1.3.1** Casual academic staff in the grades of Professional Teaching Fellow may be employed to:
- (a) Contribute to teaching activities in accordance with their share of the Department, School or Centre's teaching programme;
  - (b) Support teaching across a range of courses and programmes including professional or clinical programmes;
  - (c) Facilitate student learning, incorporating new technologies and initiatives through professional delivery and organisation; and
  - (d) Contribute to the administration of their Department, School or Centre, and support certain University-wide administrative functions such as graduation.
- 1.3.2** Teaching duties include:
- (a) Contribution to creating and maintaining an outstanding teaching and learning environment
  - (b) Conduct of tutorials
  - (c) Development of course materials
  - (d) Preparation and delivery of lectures and seminars
  - (e) Preparation and delivery of practical classes, demonstrations and workshops
  - (f) Marking according to the assessment processes determined by the academic colleague responsible for the course
  - (g) Application of professional skills and innovation to teaching
  - (h) Academic and pastoral contact with individual students
  - (i) Preparation and delivery of practical classes, demonstrations and workshops
  - (j) Contribution to student equity activities and initiatives
- 1.3.3** Contributions to the University include:
- (a) Administrative tasks associated with subjects taught
  - (b) Meetings and committee work
  - (c) Contributions to EEO
  - (d) Contributions to the University's obligations under the Treaty of Waitangi
- 1.4** Casual academic staff in the grades of Senior Tutor may be employed to:
- (a) Conduct research-informed teaching in accordance with their share of the department, school or centre's teaching programme;
  - (b) Contribute to the administration of their department, school or centre, participate in faculty governance and support certain University-wide administrative functions such as graduation
- 1.5** Casual academic staff in the grade of Tutor may be employed to:
- (a) Participate in teaching activities such as tutorials, provide assistance with the organisation and delivery of large classes, undertake laboratory, studio or field



work supervision and instruction, be available for student consultation, mark course assignments, etc. They may give the occasional lecture but are not expected to have full course control or to give the majority of lectures in a given course

- (b) Contribute to the administration of their department, school or centre, and support certain University-wide administrative functions such as student orientations.

**1.6** Research Fellows and Senior Research Fellows are employed to plan, supervise and conduct research. In terms of Schedule Two, they shall be treated as Lecturers and Senior Lecturers respectively although the employer may promote Senior Research Fellows to the pay grade of Associate Professor.

**1.7** Staff in the grades of Research Fellow and Senior Research Fellow may be required to undertake teaching and supervision of graduate students within their own research specialism.

## SCHEDULE 2: REMUNERATION

### 1. SALARY SCALE FOR ACADEMIC STAFF – HOURLY RATES

Grade	Step	From 1/2/21	From 1/2/22
Professor	From	\$78	\$80
Associate Professor	From	\$68	\$69
Senior Lecturer / Senior Research Fellow above the bar	SL / SRF 8	\$65	\$66
	SL / SRF 7	\$63	\$65
	SL / SRF 6	\$62	\$63
Senior Lecturer / Senior Research Fellow	SL / SRF 5	\$60	\$61
	SL / SRF 4	\$57	\$58
	SL / SRF 3	\$56	\$57
	SL / SRF 2	\$54	\$55
	SL / SRF 1	\$52	\$53
Lecturer / Research Fellow	L / RF 7	\$49	\$50
	L / RF 6	\$48	\$48
	L / RF 5	\$46	\$47
	L / RF 4	\$45	\$46
	L / RF 3	\$44	\$44
	L / RF 2	\$42	\$43
	L / RF 1	\$41	\$42
Professional Teaching Fellow	PTF 4 From	\$57	\$58
	PTF 3	\$52	\$54
	PTF 2	\$48	\$49
	PTF 1	\$43	\$44
Senior Tutor above the bar	ST 10	\$56	\$57
	ST 9	\$54	\$55
	ST 8	\$52	\$53
Senior Tutor	ST 7	\$49	\$50
	ST 6	\$48	\$48
	ST 5	\$46	\$47
	ST 4	\$45	\$46
	ST 3	\$44	\$44
	ST 2	\$42	\$43
	ST 1	\$41	\$42
Tutor	T 4	\$38	\$39
	T 3	\$36	\$37
	T 2	\$35	\$36
	T 1	\$34	\$35

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## SCHEDULE 3: LEAVE

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### **1.1 Public Holidays**

#### **1.1.1** The following days shall be observed as public holidays:

New Year's Day  
The Day after New Year's Day  
Waitangi Day  
Anzac Day  
Good Friday  
Easter Monday  
Sovereign's Birthday  
Labour Day  
Auckland Anniversary Day  
Christmas Day  
Boxing Day

#### **1.1.2** Where a casual employee is required to work on a day on which a public holiday is legally observed, they shall be paid time and half for all hours actually worked. Casual employees are not usually entitled to a day off in lieu.

### **1.2 Annual Leave**

#### **1.2.1** Casual employees shall be paid an additional 8% per annum in lieu of annual leave under the terms of the Holidays Act 2003 on a 'pay as you go' basis.

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## SCHEDULE 4: EMPLOYMENT PROTECTION PROVISIONS

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### 1. NEW EMPLOYMENT

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- 1.1** Where the casual employment of an employee comes to an end, prior to the end of an casual engagement, because that activity is sold or transferred, the University will use its best endeavours to ensure that the person who acquires that activity offers to employ that employee:
- (a) on conditions that are the same as or no less favourable than the existing conditions; and
  - (b) on the basis that service with the University is treated as if it were service with the new employer and as if it were continuous;
- 1.2** No redundancy compensation is payable.

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## SCHEDULE 5: RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

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- 1.1** 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:
- 1.2** **Employment relationship problems include:**
- (a) 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).
  - (b) a dispute (about the interpretation, application or operation of an employment agreement).
  - (c) any other problem relating to or arising out of the employee's employment relationship with the University except matters relating to the fixing of new terms and conditions of employment.
- 1.3** If the employee believes there is a problem with their employment relationship with the University, the employee should tell the employee's manager, either personally or through another representative, as soon as possible:
- (a) that there is a problem; and
  - (b) the nature of the problem; and
  - (c) what action the employee wishes to be taken in relation to the problem.
- 1.4** If for any reason the employee feels unable to raise the matter with their manager, other suggested contacts are: Dean or Director, the Director or other staff member of Human Resources, or the Director of Staff Equity.
- 1.5** In the case of a personal grievance, the employee must raise the matter with the employer within 90 days of the grievance occurring or coming to the employee's notice, whichever is the later. A written submission is preferable but not necessary.
- 1.6** The employee has the right to seek the support and assistance of their representative, or information from the Ministry of Business Innovation and Employment (MBIE) Mediation Service at any time.
- 1.7** The University will try to resolve the matter through discussion with the employee and/or the employee's representative.
- 1.8** If the problem cannot be resolved through discussion, then either the employee or the University can request assistance from the Ministry of Business, Innovation and Employment (MBIE) Mediation Services.
- 1.9** If the problem is not resolved by mediation, the employee may apply to the Employment Relations Authority for investigation and determination.
- 1.10** In certain circumstances the decision of the Employment Relations Authority may be appealed by the employee or the University to the Employment Court.