



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

# Summer Assistant & Senior Resident Fixed Term Individual Employment

October 2021

## **Summer Assistant & Senior Resident**

### **Individual Fixed Term Employment Agreement**

The parties enter into this individual fixed term employment agreement pursuant to the Employment Relations Act 2000.

#### **1. Parties**

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

#### **2. Term**

2.1 This is a fixed term employment agreement for the reasons set out in Schedule 1 in the letter of Offer.

#### **3. Position and Duties**

3.1 You are employed as a Summer Assistant or Senior Resident. The Summer Assistant (SA) and Senior Resident (SR) positions are fixed-term, part-time, live-in roles, which support the delivery of summer accommodation for the university.

3.2 You will report to the Vice Chancellor through the Associate Director (Accommodation) and the Head of Operations - Accommodation. The reporting relationships may be varied by the Vice Chancellor from time to time according to the needs of the University.

3.3 You will perform the duties set out in the attached Job Description. These duties may be modified and updated by the Employer from time to time following consultation with you.

3.4 During the term of employment, you agree to:

- a) Diligently and faithfully serve the Employer and endeavour to promote and protect the interests of the University, and to act in a collegial manner; and
- b) Carry out and comply with all the Employer's reasonable and lawful directions; and
- c) Diligently perform the duties as agreed between the Employer and you, and fulfil obligations to students; and
- d) Comply with all the University's statutes, guidelines, policies and rules, which may be amended by the Employer from time to time following appropriate consultation with its employees.

#### **4. Location of Employment**

4.1 You will perform your duties at the Accommodation indicated in the letter of Offer, and at other locations as directed from time to time by the Employer.

#### **5. Warranties**

5.1 You warrant that:

- a) All information provided by you in applying for this position (including representations relating to Your qualifications and experience), whether oral or in writing, are true, accurate and complete; and
- b) You have disclosed to the Employer all injuries and illnesses previously suffered that may affect Your ability to effectively carry out any of the duties, functions and responsibilities of the position; and
- c) You will advise the Employer as soon as possible of any pending criminal or serious traffic charges throughout the term of employment.

5.2 If the information provided by you is untrue, inaccurate, withheld, incomplete or misleading, you may face disciplinary action, the outcome of which may include termination of employment.

## **6. Conditions of Employment**

### **6.1 Eligibility to Work**

- a) This offer of employment is subject to and conditional on you providing valid documentation of eligibility to work (such as holding a NZ passport/citizenship, or residence / work visa) before commencing employment.
- b) At all times during your employment you must continue to be entitled to perform your duties in NZ, meet the conditions of any visa/permit, and notify the University of any change that may affect your entitlement to perform your duties in NZ. The University may, in its discretion, require you to take leave without pay or terminate your employment where you fail to meet this provision.

### **6.3 Residence in University Accommodation**

- a) You will be required to reside at the Accommodation indicated in the letter of Offer in accordance with the Residential Agreement and the Residential Rules throughout the term of employment (25% subsidised accommodation fee will apply during residency).
- b) You must pay your accommodation fee by automatic payment, fortnightly in advance.
- c) You may be required to work and reside at any of the other University Accommodation locations on a temporary or permanent basis as required by the Employer. The Employer will consult with any employee who may be considered for a transfer prior to making the decision.

6.4 The Employer may terminate this agreement where you fail to meet any of the conditions outlined in clause 6.

### **6.5 In the event of a lockdown**

Student accommodation is an essential service and therefore it remains in operation regardless of lockdown. As a result, staff employed in a Summer Assistant or Senior Resident positions in student accommodation are considered to be 'essential workers.'



As outlined in this employment agreement Summer Assistant's and Senior Resident's are required to reside in the relevant Hall of Residence indicated in the letter of offer. This requirement along with all employment related obligations continue regardless of lockdown for both parties; for staff and for the University.

As with any other essential staff employed by the University, Summer Assistant's and Senior Resident's who want to return home for the duration of any lockdown, will be given permission to do so only in exceptional circumstances as set out in the Summer Staff handbook under the section of Summer Assistant and Senior Resident being essential workers in accommodation.

## **7. Times of work including on-call expectations and training**

*Note: Clauses 7.1-7.4 which relate to on call arrangements only apply to Summer Assistants*

- 7.1 Due to the nature and requirements of the Summer Assistant position, your total number of hours of work and length of on-call periods are uncertain and unpredictable. You agree to work, and be on-call, in accordance with the rosters determined by the Employer. The rosters will specify the dates and times when you are to work and when you are on-call. The dates and times may include work and on-call periods during after-hours, weekends and Public Holidays.
- 7.2 When on-call outside of rostered working hours, you will be paid an allowance of \$13.50 per on-call shift. If you are required to return to work, you will be paid as per clause 7.4 below. When on-call, employees are expected to be fit for duties and able to attend duties in a reasonable period of time, if required.
- 7.3 Where you are required by the Employer to return to work (a return to work requires you to leave your room or apartment to resolve an issue) outside the hours of a rostered shift, that employee shall be paid your normal hourly rate or receive time off in lieu for all hours worked, with a minimum of one hour. No additional payment shall apply for additional call backs commencing and finishing within the same one-hour period.
- 7.4 When you are on-call, you are required to be present in the Hall of Residence specified as your location of work in the letter of Offer, unless otherwise advised. . You must be contactable and able to attend to your duties and deal with incidents and enquiries from student residents as soon as required.
- 7.5 Unless there are exceptional circumstances, rosters will be provided to you at least 14 days in advance. The rosters may be varied to manage absence and unforeseen circumstances. For any variation of rostered hours that affect you, you will receive reasonable notice for managed absences or as much notice as practicable in the case of unforeseen circumstances. The Employer will act fairly when varying the roster and will consider your study commitments.
- 7.6 The Employer may require you to undertake additional work for the check-in and check-out of guest and move in day.

## **8. Remuneration**

- 8.1 Your remuneration package is set out in Schedule 1 in the letter of Offer and is paid fortnightly in arrears by direct credit to your bank account.
- 8.2 Your fortnightly base salary fully compensates you for the average weekly hours worked, as set out in the letter of Offer. You may be required to work additional

hours as the need arises in order to fulfil the requirements of the position. Any hours worked in addition to your normal weekly hours, including any on call and call back periods (only applicable to Summer Assistants), will be paid additionally.

## **9. Deductions**

- 9.1 Notwithstanding anything contained elsewhere in this agreement or in law the parties agree that the employer is entitled to make a deduction from the salary (including final pay and holiday pay in the case of a termination) of an employee for a debt lawfully owed to the University.
- 9.2 Deductions may be made, for example, for time lost through sickness or accident not covered by sick leave, unauthorised absence, non-return or damage of University property, default by you, holidays taken in advance, overpayment of salary, outstanding debts or money owed to the University by you.
- 9.3 Employees will be consulted before any deductions are made from pay.
- 9.4 The employer agrees that in an ongoing employment relationship where regular deductions from an employees' salary is necessary to discharge the debt, the amount

deducted will be fair and reasonable, considering the interests of both parties, including whether the proposed amount is affordable for the employee.

## **10. Superannuation and Kiwisaver**

- 10.1 The University of Auckland is an exempt Employer and, although you can choose to join KiwiSaver, you will **not** automatically be enrolled in KiwiSaver. If you are already enrolled in KiwiSaver then you will need to inform the Payroll team, by indicating this in the appropriate place on the offer letter, so that the requisite deductions can be made.
- 10.3 If you are not currently enrolled and wish to join KiwiSaver please contact Staff Service Centre by [submitting a service request](#).

## **11. Health and Safety**

- 11.1 You must obtain a current First Aid Certificate prior to the commencement date and continue to hold it throughout the term of this fixed-term agreement.
- 11.2 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 you and the employer shall comply with obligations under the Health and Safety at work Act 2015 and associated legislation. This includes you and the employer taking all reasonably practicable steps to ensure a safe and healthy workplace in accordance with the University's [Health, Safety and Wellbeing Policy](#).
- 11.3 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](#). Where

bullying, harassment or discrimination, as defined in this policy, is found to be carried out by a staff member it may be deemed to be serious misconduct.

## **12. Holidays and Leave**

12.1 You shall complete and submit all documentation (including electronically) as required by the Employer in relation to holiday and leave requests and leave processing.

12.2 You are entitled to annual holidays, Public Holidays, sick leave and bereavement leave in accordance with the Holidays Act 2003 and any subsequent amendments or replacement. The following is a brief summary of Your entitlements under the Holidays Act 2003. You can obtain further information about your entitlements under the Holidays Act 2003 from your union or the Department of Labour – [www.dol.govt.nz](http://www.dol.govt.nz)

### **12.3 Annual Holiday Pay**

You will receive 10% of your gross earnings in your final pay, less any amount paid for annual holidays taken during the term of employment.

### **12.4 Public Holidays**

12.4.1 The Employer is entitled to require you to work, and/or to be on-call, on any Public Holiday.

12.4.2 There are 11 Public Holidays in the Holidays Act 2003 – Christmas, Boxing Day, New Year's Day, 2 January, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, Queen's Birthday, Labour Day and Auckland Anniversary Day.

12.4.3 If a Public Holiday would not otherwise be a working day for you, and you are required to work on that day, or is required to be on-call and is called to work on that day, the Employer will pay for the time actually worked on a Public Holiday at the rate of time and a half.

12.4.4 If a Public Holiday would otherwise be a working day for you and you are:

- i. not required to work on that day, the Employer will pay you an amount not less than your relevant daily pay (or average daily pay) for that day
- ii. required to work on that day, or required to be on-call and are called to work on that day, the Employer will pay for the time actually worked on a Public Holiday at the rate of time and a half and provide you an alternative holiday to be taken on a day that is agreed between you and the Employer
- iii. required to be on-call and are not called in to work, the Employer will provide you an alternative holiday (to be taken on a day that is mutually agreed) if the restriction imposed by the on-call requirements is such that you have not had a whole holiday

12.4.5 A "working day" for an Employee is deemed to be a day of the week that you on average have worked more than 50% of the time during your current period of employment.

### **12.5 Sick Leave**

You are entitled to 5 days' sick leave at your relevant daily pay (or average daily pay) after you have completed 6 months' current continuous employment, on provision of a medical certificate. Sick leave can be used when you are sick or

injured or when you must attend to a dependent member of the family, who becomes sick, as set out in the Holidays Act 2003 and its subsequent amendments. You must notify the Employer as early as possible if you intend to take Sick Leave.

#### 12.6 **Bereavement / Tangihana Leave**

An employee shall be granted bereavement leave on full pay to discharge obligations and/or to pay respects to a deceased person with whom he/she has 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).

In granting time off, and for how long, the employer must administer these provisions in a culturally sensitive manner taking into account:

- i. the closeness of the association between the employee and the deceased, which association need not be a blood relationship;
- ii. whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
- iii. the amount of time needed to discharge properly any responsibilities or obligations;
- iv. reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
- v. a decision must be made as quickly as possible so that the employee is given the maximum time possible to make any necessary arrangements. In most
- vi. cases the necessary approval will be given immediately but may be given retrospectively where necessary.

The Employer will pay an amount not less than your relevant daily pay (or average daily pay) for each approved day Bereavement Leave that would otherwise be a working day for you.

#### 12.7 **Unpaid Leave**

Applications for unpaid leave for the purposes of compassionate reasons and unforeseen study commitments will be considered by the Employer and granted at the Employer's sole discretion having regard to the requirements of the Employer's operations.

#### 12.8 **Parental Leave**

Parental Leave is administered in accordance with the Parental Leave Act. Refer to the University's [Parental Leave Policy and Procedures](#).

### **13. Medical Examination**

- 13.1 In the event of prolonged illness, suspected incapacity or concerns about the employees' attendance at work (including as a result of intermittent absences), the Employer may request that an employee undergo an examination by a registered medical practitioner for an assessment of an employee's fitness for work and/or return to work.
- 13.2 The parties agree that the primary purpose of any medical examinations is to support the employee's wellbeing, recovery and return to work. Accordingly, the selection of the relevant practitioner, (although nominated by the University) is to be by mutual agreement. The cost of the medical examinations will be met by the employer. A copy of any relevant report provided by the agreed medical practitioner will be available to both parties.

13.3 For employees who are unfit to work but progressing toward recovery and a return to work may be granted leave either with or without pay (if an employee has exhausted their sick leave entitlements).

13.4 Where an employee remains unfit to work after a reasonable timeframe, or prognosis for recovery is poor, provided that reasonable time has been given for recovery and the Employer has taken practicable steps to support the Employee to return to work, termination of employment may be considered.

13.5 In cases where termination of employment is necessary, a notice period of 3 months will be applicable.

#### **14. Discipline and Suspension**

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

#### **14.2 Procedural Fairness**

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

1. Be fully and fairly informed of the allegation or allegations against you;
2. 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
  - iii. given the opportunity to comment on any proposed penalties and raise any matters relevant to mitigation, prior to a final decision being made.
3. Have your responses considered with an open mind;
  4. 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);
  5. Have the right to representation at all stages of the process.

The Employer also agrees that:

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

#### **14.3 Good faith**

Both you and the Employer 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.



#### 14.4 Definitions

a) **"Misconduct"** means

The failure of an employee in their employment to maintain proper standards of integrity, conduct or concern for the public interest or the wellbeing of the students or other employees of the University; or 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 The failure to maintain adequate standards of performance.

b) **"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.

#### 14.5 Suspension

- a) Where there is an alleged case of serious misconduct the employee may be suspended on base salary from his or her 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.
- b) 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.

### 15. Termination

15.1 This agreement will terminate automatically at the end of the Fixed Term and notice of termination will be deemed to have been given at the time the parties enter into this agreement. However, either party may terminate this agreement before the Fixed Term is due to end by giving 28 days notice in writing to the other party.

15.2 The Employer at its sole discretion

- a) may require you not to attend work or to carry out all or some of Your normal duties for all or any part of the notice period; and  
b) may pay you in lieu of notice for all or any part of the notice period;

You will continue to be bound by the terms and conditions of this agreement during the notice period.

15.3 If you do not give and work the required notice period, the Employer may deduct an amount equivalent to payment for the notice period from any money due to you.

15.4 Notwithstanding any other provision in this agreement the Employer may terminate this agreement summarily and without notice for serious misconduct. Serious misconduct typically involves actions, omissions or behaviours that deeply impair the trust and confidence between the parties (see 14.4b above for definition)

15.5 Upon termination of this agreement or at any other time when requested by the Employer, you must immediately deliver to the Employer all information, material and property either belonging to or under the control or responsibility of the Employer, including copies of any such information and material.

## **16. Abandonment**

16.1 If you are absent from work for three consecutive working days without proper notification to the Employer, you will be deemed to have abandoned and terminated employment without notice. The Employer will make reasonable efforts to contact you during the period of absence. Where an employee was unable through no fault of that employee to notify the employer, employment shall not be deemed to have been abandoned.

16.2 For the purpose of this clause, 'work' will include being on-call and 'working days' will include on-call periods, where it is applicable.

## **17. Redundancy**

17.1 Where the Employer considers that Your position could be affected by redundancy, the Employer will, except in exceptional circumstances, consult with you regarding the possibility of redundancy, consider the views of you with an open mind before making a decision and consider whether there are alternatives to redundancy (such as redeployment to another role).

17.2 The provisions of the Termination clause (including the notice of termination) in this agreement will apply in the event your employment is terminated on the basis of redundancy during the Fixed Term. You will not be entitled to any additional payment, whether by way of redundancy compensation or otherwise.

## **18. Employee Protection Provision**

18.1 In the event of a Restructuring, as defined in the Employment Relations Act (being the sale, transfer, or contracting out of all or part of the business), that may affect Your employment, the Employer will:

(a) as soon as is reasonably practicable, taking into account the commercial requirements of the business, commence negotiations with the potential new Employer concerning the impact of the restructuring on Your position and agree on how those negotiations will be conducted; and

(b) negotiate with the potential new Employer regarding whether or not it proposes to offer employment to you, and if so the terms and conditions it proposes to offer employment to you, and the proposed date for commencement of employment with the potential new Employer.

18.2 Whether or not you are employed by the potential new Employer, for whatever reason, the Redundancy clause in this agreement applies and you will not be entitled to any additional payment, whether by way of redundancy compensation or otherwise.

## **19. Resolving Employment Relationship Problems**

19.1 Where you feel that you have an employment relationship problem you should discuss it with your manager first.

19.2 Further details and explanation of the services available for the resolution of employment relationship problems appears in Schedule B.

## **20.Compliance and Integrity**

20.1 You must ensure you are familiar with the Residential Contract and the Residential Rules, and any modifications and amendments made to those documents by the Employer from time to time.

20.2 You agree to diligently enforce, promote awareness of and adherence to, and to personally comply with, the Residential Contract and the Residential Rules.

20.3 You acknowledge that the Resident Adviser role requires a high level of trust and confidence from the Employer and residents. You must act, and must be seen to be acting, fairly, professionally and impartially in carrying out the duties, functions and responsibilities of the role. You must maintain appropriate boundaries and refrain

from conduct and behaviour that may compromise your impartiality, professionalism and integrity.

20.4 Without limiting clause 21.3, you must not, directly or indirectly:

- a) exploit, misuse or abuse any power, authority or advantages of the position; or
- b) demand, claim, solicit, receive or accept any fee, gratuity, emolument, reward, benefit, gift, favours or payment of any kind from any person or entity for personal benefit or the benefit of any person or entity, without the Employer's express consent.

## **21.Confidentiality**

21.1 You shall not disclose to any person personal information pertaining to either staff or students or other information covered by the provisions of the Privacy Act and the Official Information Act.

21.2 Without limiting clause 22.1, you must not at any time make any comment or statement (whether oral, written or electronic), or disclose, to the media or public, any correspondence, data or information concerning any matter relating to the Employer or any of its staff, visitors or residents, unless the Employer has expressly authorised you to do so. Employees approached by the media or public must refer all enquiries to the Employer's Communications department.

## **22.Other Employment**

22.1 You must seek prior written approval from the Employer for any other employment. The Employer reserves the right to withhold approval if it is considered that your proposed employment may lead to any conflict of interest or if that employment may adversely affect or interfere with Your performance or health and safety. In this clause, 'employment' includes company directorships or a business that you own or have an interest in.

## **23.Variation**

23.1 This agreement may be varied by mutual agreement in writing and signed by you and the Employer.

## **24. Declaration**

## **25. Conditional Offer**

In the application process for this position you agreed that the University may undertake relevant pre-employment checks. You acknowledge that the University has relied on the representations made by or on behalf of you in offering you the position and that had it known that any representations were incorrect it may not have made the offer. Therefore, notwithstanding any other provisions, if, subsequent to this offer, relevant pre-employment checks prove unsatisfactory to the University, then that will constitute grounds for disciplinary action and possible dismissal or cancellation of the offer of employment.



## Schedule A – Professional Staff Disciplinary Procedures

HUMAN RESOURCES MUST BE CONTACTED IN THE FIRST INSTANCE

### Application

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All professional **staff members** at the **University**

### Purpose

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To provide the disciplinary procedures for professional staff

### Procedures

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1. Human resources must be contacted in the first instance
2. The law requires that there be good grounds to discipline and/or dismiss and that it is carried out in a procedurally fair manner
3. The principles of natural justice require the following:
  - a. identification of unacceptable conduct/performance and advice of such to the staff member
  - b. an opportunity for the staff member to explain the alleged conduct/performance
  - c. an opportunity within a specified time frame for the staff member 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)
  - d. that the employer act fairly toward the staff member

### Informal meeting and outcome

4. Where there is conduct or performance that is of concern to a manager, the manager is encouraged to raise these concerns in the context of an informal meeting wherever that is appropriate. The manager may wish to seek the advice of human resources (HR) prior to such a meeting
5. Normally such a meeting is held between the manager and the staff member alone, however either or both the manager and the staff member may adjourn such a meeting and seek the assistance of human resources and/or a union representative respectively
6. The outcome of any informal meeting with a staff member may include any justifiable outcome, including one or more of the following according to the circumstances:
  - training
  - counselling
  - an instruction to improve conduct or performance

7. An informal meeting does not constitute a disciplinary meeting under the terms of this procedure though any important requirements should be provided clearly by the manager to the staff member in writing

### **Disciplinary meeting outcome**

8. Where the conduct/performance is sufficiently serious or repeated, then a disciplinary meeting may be warranted. The outcome of any disciplinary meeting may include any justifiable outcome, including one or more of the following according to the circumstances:

- training
- counselling
- an instruction to improve conduct or performance
- a formal warning
- a final written warning
- dismissal

9. In certain circumstances, demotion, redeployment or other alternatives may be considered. Where a warning or dismissal is being considered, the following guidelines must be taken into account:

### **Formal warning**

A formal warning may be warranted in situations of any:

- unsatisfactory performance or
- **misconduct** (other than serious misconduct)

### **Final written warning**

A final written warning may be warranted in situations of any:

- misconduct that follows a formal warning
- unsatisfactory performance after a formal warning
- serious misconduct that might justify dismissal, but where a "second chance" is warranted

### **Dismissal**

Dismissal may be warranted in situations of any:

- misconduct that follows a final written warning
- continued unsatisfactory performance following a final written warning
- serious misconduct

10. As an alternative to dismissal, the employer may consider:

- demotion
- redeployment
- such other action as may be appropriate in the circumstances

## **Disciplinary meetings procedures**

11. The following principles shall be observed in the case of any meeting that may result in a warning or dismissal for cause.

12. Prior to any disciplinary meeting:

- the employer must investigate the facts. The procedure for investigating facts may include an "Informal Meeting" in accordance with the procedure above. The employer will then consider the facts
- where the employer then considers that there is a need to proceed to a disciplinary meeting, those procedures will be initiated
- the staff member will be advised of the brief reason(s) for the meeting, and of the right to seek representation at any disciplinary meeting

13. At any disciplinary meeting:

- a human resources representative should be present
- the employee must be advised of the misconduct and/or unsatisfactory performance
- the employee must be provided with an opportunity to explain the behaviour/performance
- time should be given for adjournment(s) so that the employee and representative have time to consider his/her response to the allegations
- the meeting should be conducted in a non-threatening manner

14. After a disciplinary meeting:

- the employer shall fully consider the explanations of the staff member before determining what action, if any, is appropriate in the circumstances
- if the employer considers that a formal warning or final written warning is warranted, then this shall be recorded in writing and provided to the staff member. There must be a request for an improvement in conduct and/or performance. The staff member must be advised that, if performance or conduct does not improve a further warning and/or termination of employment may be possible. A copy of any warning should be noted on the staff member's file and the staff member should be advised of this. Appropriate training and support shall be provided
- if dismissal is warranted, then the notification of dismissal and the reasons for dismissal shall be provided in writing to the staff member
- the manager who will make any decision in relation to any disciplinary meeting will listen to and consider the explanation of the staff member. Before making any such decision, the manager must discuss the matter with an HR practitioner

### **Review of any disciplinary outcome**

15. The outcome of a disciplinary matter may be reviewed under the following principles:

- the staff member or the University may initiate a review the outcome of a disciplinary matter through Human Resources
- a requested review normally would take place between 3 months and 12 months after the disciplinary matter, but may take place at another agreed time

- the University will take into account any submission of the staff member before making a decision on the review outcome

16. The decision of the University as a result of the review may include:

- rescinding the warning and remove the documentation from the personal file
- holding all related material in a confidential envelope on the personal file
- no further action
- such other action as may be appropriate in the circumstances

17. While a formal warning or final written warning may be removed from the file, if related misconduct/performance reoccurs, the University may consider whether the conduct/performance warrants a final written warning or dismissal

## Definitions

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The following definitions apply to this policy and procedures:

**Misconduct** means

- the failure of a staff member in their employment to maintain proper standards of integrity, conduct or concern for the public interest or the well-being of the students or other staff members of the University; or
- the failure of an staff member to comply with policies, procedures or directions of the University, academic head or other persons in authority at the University; or
- 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

**Staff member** refers to an individual employed by the University on a full or part time basis

**University** means the University of Auckland and includes all subsidiaries



## Schedule B – Procedure for Resolving Employment Relationship Problems

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

1. 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 Your employment relationship with the Employer, 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 Employer, you should inform your manager, either personally or through the union or other representative, as soon as possible:
  - (a) that there is a problem; and
  - (b) the nature of the problem; and
  - (c) what action you wish to be taken in relation to the problem
3. If for any reason you do not wish to raise the matter with your manager, other suggested contacts are the Area Manager, Human Resources Manager or the Equity Office.
4. In the case of a personal grievance, you must raise the matter with the Employer within 90 days of the personal 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 a union or representative, or information from the Department of Labour at any time.
6. The Employer will endeavour to resolve the matter through discussions with you and/or your union or representative.
7. If the matter is not resolved through discussions, you or the Employer may request assistance from the Department of Labour which may provide mediation services.
8. If the matter is not resolved by mediation, you or the Employer may apply to the Employment Relations Authority for the matter to be investigated and determined.
9. The decision of the Employment Relations Authority may be appealed by you or the Employer to the Employment Court.