



UNIVERSITY OF  
AUCKLAND  
Waipapa Taumata Rau  
NEW ZEALAND

# Professional Executive & Senior Leader Individual Employment Agreement

December 2024



# PROFESSIONAL EXECUTIVE & SENIOR LEADER INDIVIDUAL EMPLOYMENT AGREEMENT

December 2024

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# PROFESSIONAL EXECUTIVE & SENIOR LEADER INDIVIDUAL EMPLOYMENT AGREEMENT

## December 2024

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### SECTION A: PARTIES

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#### A1 PARTIES

- A1.1 The parties to this agreement are the Vice Chancellor of Waipapa Taumata Rau | The University of Auckland (the "Employer"), and the Employee.
- A1.2 The terms and conditions (including pay rates) set out in this document differ from those in the collective agreement. You acknowledge that if, at any time in the future, you choose to be covered by any applicable collective agreement, your terms and conditions will be those set out in the collective agreement. This means you will be paid in accordance with the pay rates set out in the collective agreement and be eligible for service-related entitlements which may differ from the pay rate and service-related entitlements provided to you under your individual agreement.

### SECTION B: MUTUAL RESPONSIBILITIES & SUPERANNUATION

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#### B1 MUTUAL RESPONSIBILITIES

- B1.1 During the term of this agreement the Employer shall act as a good employer in all dealings with the Employee.
- B1.2 The Employee shall during their employment:
- (a) Diligently and faithfully serve the Employer and endeavour to promote and protect the interests of the University, and act in a collegial manner.
  - (b) Carry out and comply with all the Employer's reasonable and lawful directions.
  - (c) Diligently perform the duties as agreed between the Employer and the Employee and fulfil obligations to students.
  - (d) Comply with all the Employer's statutes, guidelines and policies, which may be amended by the Employer from time to time.

#### B2 SUPERANNUATION/KIWISAVER

- B2.1 For further details, please view the [staff intranet page](#).
- B2.2 University employees may belong to Unisaver in accordance with the provisions of that scheme.
- B2.3 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 payroll so that the requisite deductions can be made.
- B2.4 Where the Employee is a contributor to the Government Superannuation Fund the University will continue to make contributions to the Fund. Members of the fund are bound by the provisions of that scheme.

## **SECTION C: HOURS OF WORK**

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### **C1 HOURS OF WORK**

- C1.1 Your ordinary hours of work will be 37.5 hours per week pro-rated for part-time employment. As a senior employee, you agree that you may be required to work reasonable additional duties to fulfil the requirements of your role, or be available to do so. You acknowledge that your salary includes compensation of additional hours work and for being available to work those hours as required.
- C1.2 For flexible working arrangements, refer to the [Flexible Work Policy and Procedures](#).

## **SECTION D: REMUNERATION**

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### **D1 EVALUATION OF POSITIONS**

- D1.1 The University uses the Strategic Pay Job Evaluation methodology SP10 and Job Wise system to evaluate the majority of Professional positions across the organisation. The [Guidelines for Job Evaluation](#) provide guidance on the purpose and approach, when jobs are evaluated, how a request is made to evaluate a job and potential outcomes. The object is to ensure that the integrity of all job evaluation outcomes is maintained.

### **D2 JOB EVALUATION BAND REMUNERATION RANGES**

- D2.1 All staff will be paid between the minimum and maximum of the remuneration range for their band unless they have had their salary capped as a result of being over the remuneration range maximum for their position.
- D2.2 Upon appointment, senior leadership staff are individually informed of their band and remuneration range by their manager.

### **D3 ANNUAL SALARY REVIEWS**

- D3.1 All salaries shall be reviewed annually.

#### **D3.2 Development and Salary Review Principles**

##### D3.2.1 Reviews shall:

- i. be aligned with the values, strategies and policies of the University, including equity and development policies;
- ii. Both the staff member and their manager are responsible for the salary review process and shall comply with relevant policies and procedures;
- iii. Both parties must contribute to ensure clarity and transparency of expectations including what is required to achieve in the position;
- iv. Both parties are responsible for objective setting, development planning and progress meetings throughout the year before the final annual performance and development review; The manager shall review annually the development, performance and salary of the Employee, taking into account evidence of competency in performance. The University will have a monitoring process to ensure appropriate and consistent application.

#### **D3.3 Process**

##### D3.3.1 **Salary Increases**

An annual percentage increase to salary, the "general revision", is paid in February. In addition to the general revision there may also be a performance-related increase, subject to performance for staff who joined the University prior to 1 November in the previous calendar year.

Staff who are paid at or above the maximum for the Band in which their position is placed, whose performance consistently exceeds identified expectations, will be considered, through the Annual Salary Review process, for a lump sum payment.

**D5 TE REO MĀORI DUTIES**

- D5.1 The Employer will take into account for remuneration purposes proficiency in languages other than English, and Te Reo in particular, where the needs of the job demand such skills.
  
- D5.2 Where employees are called upon by the University to use Te Reo Māori in circumstances outside their job requirements, and where such duties are above and beyond the normal requirements of the Employee, the University may recognise such contributions either financially or otherwise at its discretion.



## SECTION E: HOLIDAYS AND LEAVE

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### **E1 PUBLIC HOLIDAYS**

E1.1 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  
Matariki  
Labour Day  
Auckland Anniversary Day (or relevant regional holiday, as per the Holidays Act 2000)  
Christmas Day  
Boxing Day

- E1.2 (i) Where permanent or fixed term employees are required (by the academic head or line manager) to work on a day on which a public holiday is legally observed, they shall be paid double time for all hours actually worked. If the public holiday worked is an ordinary day of work for the Employee, they shall be allowed a paid day off in lieu.
- (ii) Staff working on Easter Tuesday or the last working day before Christmas shall be paid double time.

### **E2 ANNUAL LEAVE**

E2.1 Employees will be entitled to five (5) weeks annual leave (inclusive of Easter Tuesday and the last weekday before Christmas) per year of continuous service.

E2.2 Employees will take annual leave on Easter Tuesday, the last weekday before Christmas and the working days between Christmas and New Year, unless otherwise instructed by the Employer.

E2.3 The Employee's wishes concerning the timing of leave will be met as far as possible. However, where this is not convenient to the University, the Employer may decline to grant leave or may direct an employee to take leave at a certain time. (Decisions regarding timing of leave will be made in discussion with the Employee and have regard to the University's workload requirements and the relevant University policies and practices.)

E2.4 Wherever possible employees will have the opportunity to take all leave due to them in any one leave year. Unless agreed otherwise, employees should take at least half their annual leave entitlement in the year in which they become entitled to it.

E2.5 With the written approval of the Employer an employee may take annual leave in anticipation of entitlement. The number of days anticipated shall not exceed the amount of accrued leave.

E2.6 The University will provide at least one block of annual leave of two weeks or more in each year, in accordance with the Holidays Act. Staff and managers are encouraged to discuss annual leave plans for the forthcoming year.

E2.7 The University offers staff the option of either buying or cashing up one (1) week of annual leave. For details of this scheme and eligibility requirements please visit the [Leave Plus](#) page on the staff intranet.

### **E3 HOLIDAYS FALLING DURING LEAVE OR TIME OFF**

#### **E3.1 Leave on pay**

Where a public holiday falls during a period of annual leave, sick leave on pay or special leave on pay (including special University paid parental leave under clause [E5](#)), 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 prior to the day on which the holiday is observed.

**E3.2 Leave without pay**

An employee shall not be entitled to payment for a public holiday falling during a period of leave without pay, unless the Employee has worked at any time during the fortnight prior to the day the holiday is observed.

**E4 SICK LEAVE**

E4.1 Employees are entitled to either 10 days Sick Leave on pay for each 12 months of service, or Sick Leave without pay, on production of a medical certificate.

E4.2 Sick leave can be used when the Employee is sick or injured or when the Employee must attend to a dependent member of the family, who becomes sick, as set out in the [Holidays Act 2003](#) and its subsequent amendments.

E4.3 All Sick Leave is to be computed in working days.

E4.4 This leave is inclusive of the provisions of the Holidays Act 2003.

E4.5 The Employer may, at its discretion, decide that sick leave on pay of any special nature should not be included in the aggregate of sick leave taken.

E4.6 The Employee should notify absence due to sickness to the Employer whenever possible within 30 minutes of normal starting time. A medical certificate will be required for all absences in excess of five consecutive days and may be required for absences of shorter periods. If information is received which indicates that the sick leave entitlement is being misused, the Employer may take such action as is necessary to clarify the matter.

E4.7 When sickness occurs during annual or long service leave, the Employer will permit the period of sickness to be debited against sick leave entitlement provided that period of sickness is more than five days and a medical certificate is produced.

E4.8 All approvals are subject to the proviso that the necessary adjustments to final pay are to be made if employees resign before the next entitlement falls due in accordance with [Clause F5](#).

**E4.9 Medical Incapacity**

E4.9.1 In the event of prolonged illness, suspected incapacity or concerns about the Employee's 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.

E4.9.2 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.

E4.9.3 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).

E4.9.4 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.

E4.9.5 In cases where termination of employment is necessary, a notice period of 3 months will be applicable.

## **E5 PARENTAL LEAVE**

- E5.1 The University recognises and affirms the importance of whānau by providing an inclusive parental leave policy to support parents, in line with the [Parental Leave Act](#).
- E5.2 University Paid Parental Leave is administered in accordance with the [University's Parental Leave Policy and Procedures](#).
- E5.3 Staff members may apply for up to nine weeks of University Paid Parental leave if they meet the criteria in the Parental Leave Policy and Procedures.
- E5.4 University Paid Parental Leave can be taken in blocks of one week or more to allow more flexibility for eligible parents.

## **E6 RETIREMENT**

- E6.1 The Employee shall give to the University a minimum of three (3) months' notice of retirement in writing.
- E6.2 An Employee who intends to retire may apply for a phased retirement agreement under the terms of University policy. Consideration of any application will be subject to the needs and interests of the University. Any agreement may cover: dates of retirement and any retirement payment; specified and agreed part time and/or fixed-term employment; duties; etc. The Employee shall provide the University with details of any planned future employment.

The University and employee agree that retirement means permanently withdrawing from the paid fulltime, part-time, fixed-term or casual workforce. The Employee shall provide the University with details of any planned future employment.

## **E7 RETIREMENT LEAVE**

**The following is for existing employees who were employed prior to 31 Jan 2023 – who have a right to retirement leave. This clause does not apply to new employees.**

**ELGIBILITY FOR THE BENEFITS IN THIS CLAUSE IS LIMITED TO EMPLOYEES WHO WERE EMPLOYED BY THE UNIVERSITY PRIOR TO 31 JANUARY 2023.**

- E7.1 Only Employees who elect to retire on or after the date they are eligible to receive government funded superannuation will be entitled to receive the following benefit to supplement their first government superannuation payment:
- (i) after 10 years continuous service – 20 working days
  - (ii) after each additional year up to 25 years - 5 working days
  - (iii) after each additional year over 25 years - 2 working days

The Employer may at its discretion approve early retirement of a staff member within five (5) years of their eligibility for government superannuation without affecting their eligibility for retirement leave.

The Employer may also agree to retirement on medical grounds subject to the provisions of Section E4.11 titled Medical Incapacity. As an exception to E7.1, Employees retiring on medical grounds, before they are eligible to receive government funded superannuation may also be entitled to Retirement Leave.

- E7.2 Service for the purpose of retirement leave entitlement and calculation means unbroken employment with the University, either full-time or part-time (on a pro-rata basis) from 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.
- E7.3 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 or long-service leave due.
- E7.4 In determining the period of service, the Employer may deduct periods of leave without pay exceeding three months in total.



E7.5 Retirement leave commences from the working day following the last day of work. Where annual leave or long-service leave is due, the retiring leave commences from the working day following the expiry of such leave.

**E7.6 Grant in Lieu of Retiring Leave**

E7.6.1 All Employees eligible for retiring leave may accept, instead of any period of retiring leave to which they are entitled (less any retiring leave already taken in anticipation as part of the phased retirement), a lump sum gratuity equivalent in value to that leave. Payment shall be made in one gross sum on the date of retirement. Payment will be pro-rated for part time Employees to reflect their hours of work.

E7.6.2 On the death of an Employee, the Employer may approve a cash grant in lieu of retiring leave to the Employee's estate.

**E8 LONG SERVICE LEAVE**

E8.1 In addition to holidays and annual holidays specified elsewhere in this agreement an employee shall be entitled on completion of 20 years continuous university service to a special holiday of 4 (four) weeks, which must be taken within five years of becoming due, or be forfeited. This is a once only entitlement and must be taken as four consecutive weeks leave.

E8.2 Long service leave is a leave entitlement, not a basis for a lump sum payment.

E8.3 Entitlement to long service leave shall not affect any retirement leave eligibility, or retirement grant payable under this agreement.

**E9 JURY SERVICE LEAVE**

E9.1 An employee called upon for Jury Service may request to be excused where the operational needs of the Employer require attendance at work. The Employer will support that request in writing where the Employer agrees that its operational needs require the Employee's attendance at work. If the request is refused by the Courts, then the Employee called on for Jury Service will be entitled to special leave on pay. The Employee is to ensure that all fees payable by the court other than for service performed on a weekend or rostered day off are paid to the Employer. The Employee may retain any expenses payments.

E9.2 For further information on how to apply please view the [Types of Leave and How to Apply](#) page on the staff intranet.

**E10 BEREAVEMENT/TANGIHANGA LEAVE**

E10.1 An employee shall be granted bereavement leave on full pay to discharge obligations and/or to pay 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). Bereavement leave may also be taken in the event of a miscarriage or stillbirth.

E10.2 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 cases the necessary approval will be given immediately, but may be given retrospectively where necessary.

E10.3 If paid bereavement leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.

E10.4 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, long service leave (except when this is taken after relinquishing of office) or other discretionary 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.

#### **E11 STUDY LEAVE**

E11.1 Provision of Study Leave is at the discretion of the Employer and application for study leave will be considered in line with the applicable University policies.

E12.2 Where the University agrees to provide Study Leave and to cover the Employee's tuition fees and/or other related expenses, and the Employee fails to successfully complete the course or courses, (in the absence exceptional circumstances) the Employee agrees that they may be required to repay the fees as a debt that is owed to the University.

E12.3 Where a full-time employee is required by the Employer to study towards a recognised qualification, the Employee shall be granted leave on pay up to a maximum of one day in a week, or such other times as may be required by the Employer, for the purpose of attending such a course or study.

#### **E13 OTHER LEAVE**

E13.1 The Employer may grant an employee Other Leave with or without pay on such terms and conditions as the Employer may deem fit.

#### **E14 ACCIDENT LEAVE**

E14.1 Accident leave is granted in terms of Accident Compensation Act 2001.

E14.2 The University is committed to paying the first week's compensation in the case of all injuries sustained in the course of employment, even if such injuries are classified otherwise according to the Act.

E14.3 The University will pay compensation for up to 28 days following the start of incapacity until the claim is identified as work related or not. In the case of non-work related accidents, the Employee shall immediately reimburse the full amount to the Employer as soon as they receive compensation from ACC in respect of that period.

#### **E15 FAMILY VIOLENCE LEAVE**

E15.1 The University supports staff who are affected by family violence. Family violence is defined in the Family Violence Act 2018. Affected staff are encouraged to consult the [Family and Relationship Violence and Abuse Policy](#) and if needed to access a tailored safety plan. For more information see [Campus Personal Safety Planning](#).

#### **E16 PROFESSIONAL FEES**

E16.1 Subject to the approval of the Director/Dean, the Employer may pay professional fees that are relevant to the Employee's work in the University, including fees for current practising certificates which are necessary to enable the Employee to carry out their duties.

## SECTION F: GENERAL PROVISIONS

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### **F1 HEALTH, SAFETY AND WELLBEING**

- F1.1 The University believes that the health, safety and wellbeing of all members of the University community is one of its 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](#).
- F1.2 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](#).

### **F2 DEVELOPMENT OF POSITIONS**

- F2.1 The University is committed to a fair, collegial and consultative approach to reviews and development of positions and to the career development of staff.
- F2.2 Staff are encouraged to engage with their manager where there are actual or proposed changes in position content and responsibility.
- F2.3 Where there are significant changes in the position, the Position Description may be reviewed and may be considered under the Job Evaluation system under the terms of Clause [D1.1](#).
- F2.4 Any changes should be reasonable and take account of the need for a healthy and safe workplace. Where it becomes apparent that there is a need for redeployment into another role, the University will follow the process outlined in the [Review and Restructure Policy and Procedures](#) and [Appendix A](#).

### **F3 RELEASE OF INFORMATION**

- F3.1 Employees shall ensure that any public commentary is consistent with the Media, Public Communication and Statements Policy.

### **F4 PAYMENT OF SALARIES**

- F4.1 Direct Credit: Payment of all salaried employees shall be by direct credit to a bank account, fortnightly.
- F4.2 Final Pay: Regardless of whether the termination is on notice or without notice, 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.

### **F5 DEDUCTIONS**

- F5.1 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 the Employee for a debt lawfully owed to the University.
- F5.2 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 the Employee, holidays taken in advance, overpayment of salary, outstanding debts or money owed to the University by the Employee.
- F5.3 The Employee will be consulted before any deductions are made from pay.
- F5.4 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.

## **F6 EMPLOYMENT RELATIONSHIP PROBLEMS**

The process for resolving employment relationship problems is set out in Appendix B.

## **F7 DISCIPLINARY PRINCIPLES**

F7.1 Disciplinary processes shall be undertaken in accordance with the [Disciplinary Procedures for Professional Staff](#) and the principles of procedural fairness and good faith.

## **F8 SUSPENSION**

F8.1 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.

F8.2 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.

F8.3 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.

## **F9 CONFIDENTIALITY AND PRIVACY**

F9.1 The Employee shall not disclose or share personal information pertaining to either staff or students or other information covered by the Provisions of the [Privacy Act 2020](#) or the [Official Information Act 1982](#).

F9.2 Employee personal information will be treated in accordance with the University's privacy policies and procedures and the Privacy Act 2020. Both parties will comply with the University's privacy policies and procedures and the Act as these are amended from time to time.

## **F10 INDEMNIFICATION**

F10.1 The Employer shall keep the Employee indemnified from and against all actions, claims, proceedings, costs and damages incurred or arising out of or any act of omission or statement of the Employee in the course of his/her employment, provided that this indemnity shall not be available to an employee who wilfully causes loss or damage or fails to act in good faith.

## **F11 ABANDONMENT OF EMPLOYMENT**

F11.1 When an employee is absent from work for a continuous period of three working days without notification to the Employer, the Employee shall 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.

## **F12 TERMINATION OF EMPLOYMENT**

F12.1 Subject to clause F12.3 below, written notice of termination shall be three (3) months by either party but this may be reduced by mutual agreement. This shall not prevent the Employer from summarily dismissing an employee for misconduct.

F12.2 Each employee upon termination shall on request be provided with a certificate of service within a reasonable period.

F12.3 Where there is a potential redundancy situation, the provisions of [Appendix A](#) shall apply.

F12.4 If the Employee's employment is terminated, or the Employee retires or resigns, then subject to clause F12.5 below, they shall have the option to work out their notice period where that is practicable. The Employer shall make a payment in lieu of notice to the Employee, where the Employer determines it is not practicable for the Employee to work out their notice period.

F12.5 Where the Employer considers that it is necessary in the circumstances, the Employer may require the Employee to remain away from work during all or part of the Employee's notice period, or may direct the Employee to undertake reduced or alternative duties during their notice period. In this event, the Employee will remain on full pay and will continue to be bound by their employment duties, including their duties of good faith and confidentiality through the notice period.

### **F13 CONFLICT OF INTEREST**

- F13.1 Before commencing employment, the Employee must disclose any direct or indirect business or other interests they have (other than any incidental interests that would not present any actual or potential conflict) and any other potential conflicts of interest that may be relevant to their employment such as close relationships with others at the University.
- F13.2 During the Employee's employment, the Employee must ensure they comply with the University's Conflict of Interest Policy as amended from time to time.
- F13.3 It is important that the Employee does not receive any payment, fee, gratuity, commission or other benefit or reward (i.e. incentive or gift) other than from the Employer in payment for any matter connected with your duties, except with prior written consent.

### **F14 ON-GOING DISCLOSURE**

- F14.1 As the Employee is in a position of seniority and trust with the Employer, the Employee is required to notify the Employer if at any time during their employment:
- (a) They come under investigation and/or are prosecuted (including having charges brought against them) for any criminal or regulatory offence and/or convicted of any crime;
  - (b) Any other event occurs that may impact upon the Employee's ability to undertake their duties for the Employer and/or may adversely damage (or have the potential to damage) the Employer's reputation.



## APPENDIX A: REDUNDANCY PROVISIONS

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- (a) Where the Employer carries out a review or restructure of any of the positions covered by this agreement, and such a review or restructure has the potential to affect the job security of any employee covered by this agreement, the Employer will enter into a process of consultation with the affected employee(s). Such consultation shall commence not less than one month prior to any final decisions being made provided that in specific instances this period may be reduced by mutual agreement with the Employee(s) concerned. The purpose of such consultation is to allow the parties sufficient opportunity to investigate options in good faith which would prevent any loss of employment.
- (b) The University's approach to surplus situations shall be to explore the possibility of using redeployment, retraining and or alternatively early retirement. Where reasonable efforts to place surplus staff through these options prove unsuccessful redundancy provisions may be invoked.
- (c) Employees shall receive not less than two months' notice of the termination of their employment by reason of redundancy, or such shorter or longer period as may be agreed between the Employee and the University. They shall have the option to work out their notice where that is practicable.
- (d) Employees who have been given notice of redundancy will within the period of notice be given reasonable time, on full pay to make arrangements to seek new employment. These arrangements may include, for example, help in the preparation of a CV, job training, counselling, financial management, or attendance at job interviews. The Employer will meet reasonable costs.

### **Employment Protection Provisions**

- (e) This clause shall apply in the event of restructuring of the Employer's business (as defined in Section 69OI of the Employment Relations Act 2000) and therefore will apply where the Employer intends to enter into a contract or arrangement under which its business (or part of it) is to be undertaken by another person or business, or where the Employer's business (or part of it) is to be sold or transferred to another person or business.
- (f) In the event a restructuring will affect employees, the Employer shall, as soon as is reasonably practicable, (taking into account the commercial and confidentiality requirements of the business), commence negotiations with the other party involved in the restructuring (the "Other Party") concerning the impact of the restructuring on every affected employee.
- (g) In those negotiations, the Employer will, subject to any statutory, commercial confidence or privacy issues, provide the Other Party with all information about the employees who will be affected by the restructuring, including details of their current terms and conditions of employment.
- (h) The Employer will encourage the Other Party to offer all affected employees, employment on no less favourable terms and conditions of employment than they currently enjoy with the University. However, whether the Other Party offers an employee ongoing employment and on what terms and conditions, will ultimately be the decision of that Other Party.
- (i) Where the Other Party decides to offer affected employees employment, the following options may be offered:
  - The Other Party offers the Employee employment on terms and conditions which are the same as or no less favourable than their existing terms and conditions, including recognition of the Employee's previous service. The Employee may accept this offer to transfer to the Other Party or they may decline the offer. Whether the Employee accepts or declines the offer, they will not be entitled to any redundancy compensation from the University.
  - The Other Party offers the employee employment, but the offer is on terms and conditions that are less favourable:
    - If the employee accepts the offer, the employee will not be entitled to any redundancy compensation from the University. However, the employee has the right, with support from their union, to negotiate with the University over the terms and conditions which might apply to the termination of their employment with the University and acceptance of the offer from the Other Party.
    - If the staff member declines the offer and no suitable alternative position exists, they will be entitled to redundancy compensation as set out below.

- (j) If the Employee is not offered employment by the Other Party, then the University will consult with the Employee regarding whether there are any suitable alternative positions available. If none can be identified or offered to the Employee, then they will be entitled to notice and redundancy compensation as set out in this agreement.

**Redeployment:**

- (k) The conditions under which employees may be redeployed to alternative duties within the University are as follows:
- (i) Employees may be deployed to a position at the same, higher or lower salary;
  - (ii) Where the new position is at a lower salary, an equalisation allowance will be paid for a period of two years to preserve the salary of the Employee in the old position at the time of redeployment.
- (l) The equalisation allowance will be paid as an on-going allowance for two years equivalent to the difference between the present salary and the new salary. The allowance will be abated by any salary increase for the new position during the two year period.
- (m) Employees who are offered a position in the University which by mutual agreement is comparable to their existing position, noting that such agreement is not to be unreasonably withheld, and who decline appointment, will not be eligible for redundancy compensation.
- (n) Where an employee agrees to be redeployed into a position that is not comparable to their existing position, or the Employee has accepted a comparable position that is subsequently found by the Employee to be not comparable to their existing position in good faith, the Employee may within the first three months in the new position and after consultation with the Employer to explore other options, elect to resign from it, by giving the appropriate notice. The Employee will receive a severance payment calculated on the salary and service of the Employee immediately prior to the time s/he was initially redeployed.
- (o) Employees who receive redundancy compensation and are re-employed by the University in a permanent or fixed term capacity within twelve (12) months of termination of employment, may be required to pay back any redundancy compensation they received. In the case of a permanent employment, an employee may be required to pay all or some of their compensation abating on a pro rata basis subject to the length of time that has elapsed since their final day of employment with the University. In the case of a fixed term appointment, employees will be required pay back some or all their redundancy compensation subject to the length of the offer of fixed term employment in accordance with (k) below.
- (p) In the case of redeployment into a fixed term position which by mutual agreement is comparable to their existing position and which then ceases to exist, and the Employee is not further redeployed, the employee's employment agreement shall terminate and the Employee will be paid severance on the following basis:
- (i) Where the position ceases during the first 12 months of redeployment the full severance payment will be made at the end of the fixed term;
  - (ii) Where the position ceases after a period in excess of one year but not exceeding two years of redeployment, 50% of the severance payment will be made at the end of the fixed term;
  - (iii) Where the position ceases beyond two years of redeployment no severance payment will be made.

**Redundancy:**

- (q) Upon leaving the University because of redundancy the Employee shall be offered a severance payment as follows based on continuous service with the University.
- (a) Six weeks ordinary pay for the first year (or less) of service to the University.
  - (b) Two weeks ordinary pay for the second and subsequent years or part thereof.
  - (c) The maximum severance payment under this clause shall be 40 weeks ordinary pay.
- Annual leave and Long Service Leave due shall be paid in addition to the above payment.
- (r) Severance payment for a fixed term position that ceases to exist will be calculated on the basis of salary and service of the Employee and will not be greater than the salary that would be due over the unexpired portion of the term.

## Appendix B: Employment Relationship Problems

The [Employment Relations Act 2000](#) requires that all individual agreements contain a plain-language explanation of the services and processes available to resolve any employment relationship problems.

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 the Employee's employment relationship with the University except matters relating to the fixing of new terms and conditions of employment.

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:

- that there is a problem; and
- the nature of the problem; and
- what action the Employee wishes to be taken in relation to the problem.

In the case of a personal grievance (excluding sexual harassment), 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. Where the Employee has a personal grievance for sexual harassment, the Employee must raise the grievance within 12 months if it occurring, or coming to the Employee's notice.

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.

The University will try to resolve the matter through discussion with the Employee and/or his or her representative. 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.