



TEU | TE HAUTŪ
KAHURANGI
TERTIARY EDUCATION UNION



**UNIVERSITY
OF AUCKLAND
SECURITY
OFFICERS
AND
GARDENERS
COLLECTIVE
AGREEMENT**

**1 February 2020– 31
August 2022**

UNIVERSITY OF AUCKLAND SECURITY OFFICERS AND GARDENERS COLLECTIVE AGREEMENT

1 February 2020 – 31 August 2022

TABLE OF CONTENTS

UNIVERSITY OF AUCKLAND SECURITY OFFICERS AND GARDENERS COLLECTIVE	4
SECTION A: PARTIES	4
SECTION B: COVERAGE OF THE AGREEMENT	4
B1 COVERAGE	4
B2 OCCUPATIONAL CLASSES.....	4
SECTION C: VARIATIONS OF AGREEMENT	5
SECTION D: TERMS OF EMPLOYMENT.....	5
D1 CATEGORIES OF EMPLOYEE.....	5
D2 ABANDONMENT OF EMPLOYMENT.....	5
D3 TERMINATION OF EMPLOYMENT.....	5
D4 SUPERANNUATION	5
D5 MEDICAL AND FITNESS EXAMINATIONS.....	5
D6 SECURITY LICENCE AND QUALIFICATIONS.....	6
D7 MUTUAL RESPONSIBILITIES	6
SECTION E: HOURS OF WORK.....	6
E1 HOURS OF WORK.....	6
E2 OVERTIME.....	7
E3 MEAL BREAKS	7
E4 CALL BACK.....	8
SECTION F: REMUNERATION	9
F1 RATES OF REMUNERATION.....	9
F2 APPOINTMENT LEVELS.....	9
F3 ANNUAL REVIEWS.....	9
F4 PROMOTION OF UNIVERSITY SECURITY OFFICERS.....	10
SECTION G: ALLOWANCES	10
G1 UNIVERSITY SECURITY TEAM LEADER ALLOWANCE.....	10
G2 SPECIAL DUTIES ALLOWANCE	10
G3 MEAL ALLOWANCE	10
G4 TRAVEL EXPENSES.....	10
G5 MOTOR VEHICLE EXPENSES.....	10
G6 CONTROL ROOM TRAINING.....	10
G7 UNIFORMS AND FOOTWEAR.....	11
SECTION H: HOLIDAYS AND LEAVE.....	11
H1 PUBLIC HOLIDAYS	11
H2 ANNUAL LEAVE ENTITLEMENT	11
H3 HOLIDAYS FALLING DURING LEAVE OR TIME OFF	12
H4 SICK LEAVE	12
H5 RETIREMENT	13
H6 RETIREMENT LEAVE	14
H7 PARENTAL LEAVE	14
H8 RE-ENTRY AFTER ABSENCE DUE TO CHILDCARE.....	16
H9 LONG SERVICE LEAVE.....	16
H10 CREDITING OF PREVIOUS SERVICE	17
H11 JURY SERVICE LEAVE.....	17

H12 BEREAVEMENT/TANGIHANGA LEAVE	17
H13 DOMESTIC VIOLENCE LEAVE	17
H14 STUDY LEAVE	17
H15 TUITION FEES.....	18
H16 OTHER LEAVE	18
H17 ACCIDENT LEAVE	18
H18 EMPLOYMENT RELATIONS EDUCATION LEAVE.....	18
SECTION I: GENERAL PROVISIONS	18
I1 WAGES AND TIME RECORD	18
I2 PAYMENT OF WAGES.....	18
I3 DEDUCTIONS.....	19
I4 HEALTH, SAFETY AND WELLBEING.....	19
I5 DISCIPLINARY PROCEDURES	20
I6 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS	21
I7 NOTIFICATION.....	22
I8 PAID UNION MEETINGS	22
I9 DELEGATES.....	22
I10 RIGHT OF ACCESS.....	22
I11 COPY OF AGREEMENT	22
I12 TERM OF COLLECTIVE AGREEMENT	22
SCHEDULE 1: SIGNATORIES	23
APPENDIX A: DISCIPLINARY PROCEDURES	24
Meeting and Outcome.....	24
Disciplinary Meeting Outcome	24
Disciplinary Meetings Procedures	25
Review of Any Disciplinary Outcome.....	25
APPENDIX B: REDUNDANCY PROVISIONS	26
Redeployment:	27
Redundancy:	27
Contracting Out:	27
APPENDIX C: GRANDFATHERED RETIREMENT LEAVE ELIGIBILITY	28
ATTACHMENT: ROSTER FOR REFERENCE	30

UNIVERSITY OF AUCKLAND SECURITY OFFICERS AND GARDENERS COLLECTIVE AGREEMENT

1 February 2020 – 31 August 2022

SECTION A: PARTIES

BETWEEN The Vice-Chancellor, The University of Auckland ("the Employer" or "the University")

AND E TU INCORPORATED and the NZ Tertiary Education Union Inc ("TEU"), (the Unions).

SECTION B: COVERAGE OF THE AGREEMENT

B1 COVERAGE

- B1.1 This agreement shall apply to those union members who are employed by the employer in those positions described in B2.
- B1.2 The employer shall advise current employees whose work comes within the coverage of this agreement and who are not party to this agreement at its date of commencement and new employees who are appointed during the term of this collective to any of the occupations listed in B.2 that they can join this collective agreement by joining E TŪ or TEU.
- B1.3 This agreement shall form the minimum terms and conditions of employment for staff covered by this agreement. Nothing in this agreement shall restrict the employer from providing more favourable term(s) and condition(s) than those prescribed in this agreement.
- B1.4 Provided the new employee agrees the Employer will provide TEU and E TŪ with the names of new employees who are appointed to positions covered by this agreement.

B2 OCCUPATIONAL CLASSES

- B2.1 Horticulturist Team Leader is a qualified horticulturist who has responsibility for leading horticulture/gardening staff, as described in the position description.
- B2.2 Horticulturist is an employee appointed to an established horticulturist position, with a relevant horticulture qualification that will enable the planning and execution of annual maintenance and development plans of horticulture areas.
- B2.3 Gardener is an employee who possesses the necessary skill, knowledge and experience to carry out their duties, as described in the position description.
- B2.4 University Security Team Leader is a qualified University Security Officer who has responsibility for leading University Security Officers as described in the position description.
- B2.5 University Security Officers
A University Security Officer is an employee who possesses the necessary skill, knowledge and experience to carry out their duties as described in the position description.
- B2.6 Control Room Operators
A Control Room Operator is an employee who possesses the necessary skill, knowledge and experience to carry out their duties as described in the position description.
- B2.7 University Security Services Coordinator
A University Security Services Coordinator is an employee who possesses the necessary skill, knowledge and experience to carry out their duties as described in the position description.
- B2.8 History Acknowledgement
The University security service is grounded in the old custodian roles. When the custodian system was replaced by more specialist services, guards were appointed to provide services to the Grafton, Tamaki and City campuses with a focus on security, resulting in the formation of the Unisafe brand. The Unisafe roles developed over time to include additional security responsibilities with a primary emphasis on the security management of the Universities grounds, car parks and buildings.

However, more recently, the Security Officer role has become strongly focused on security, safety, and pastoral care for students and staff in response to legislation changes in 2010. In 2013 the University rebranded Unisafe as University Security to reflect the complexity and diversity of these roles and the

continuing focus on staff and students, which has superseded the need of the Unisafe brand. Whilst Unisafe brand remains an important part of the history, the evolution of the service means it does adequately reflect the role and responsibilities of the University Security Officer.

The University of Auckland Security Officers are identified by their distinctive University uniform which reflects the fact that they are dedicated employees of the University and provide an integral service.

SECTION C: VARIATIONS OF AGREEMENT

- C1 The parties to this agreement may agree to vary any or all of its provisions during the term of this agreement, subject to the E TŪ and TEU ratification processes. Any agreed variation will be recorded in writing and signed by the parties.

SECTION D: TERMS OF EMPLOYMENT

D1 CATEGORIES OF EMPLOYEE

- D1.1 Full-time Employee - All employees working on a continuing basis for the full hours defined in this agreement.
- D1.2 Part-time Employee - All employees working on a continuing basis but for less than the full hours defined in this agreement. Part-time employees receive the entitlements of this agreement on a pro-rata basis.
- D1.3 Fixed Term Employee - Shall mean those engaged for a specified limited term, or for a specified project or to replace an employee who is on Parental Leave.

The employment under a fixed term arrangement must be for genuine reasons, based on reasonable grounds and will state the reason for the employment ending and when or how it will end and the reasons for it ending that way. The purpose of a fixed term agreement does not include the engagement of employment to establish the suitability of the employee for permanent work or to exclude or limit the rights of an employee under the Holidays Act 2003.

D2 ABANDONMENT OF EMPLOYMENT

- D2.1 When an employee is absent from work for a continuous period of more than 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.

D3 TERMINATION OF EMPLOYMENT

- D3.1 For employees other than fixed term employees, written notice of termination shall be two weeks by either party but this may be reduced by mutual agreement. For fixed term employees notice will be deemed to have been given at the time a finishing date is agreed. This shall not prevent the employer from summarily dismissing an employee for serious misconduct. (Refer to **Appendix A**)
- D3.2 Each employee upon termination shall on request be provided with a certificate of service within a reasonable period.
- D3.3 Employees to be declared redundant shall receive not less than two months' notice of termination of their employment. Their Union will be notified at the same time that notice of termination of employment is given to the employee. A copy of the Redundancy Provisions is attached (**Appendix B**).

D4 SUPERANNUATION

- D4.1 University employees may belong to UniSaver New Zealand, in accordance with the provisions of that scheme.
- D4.2 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.

D5 MEDICAL AND FITNESS EXAMINATIONS

- D5.1 Subject to an appointment to a position as a University Security Team Leader, University Security Officer or Control Room Operator, an applicant may be required to undergo a full medical examination, by a qualified medical practitioner of the employer's choice and at the employer's expense, to ensure that they are suitably healthy and able to undertake the duties required of the position.

- D5.2 Annually, (or deemed as to be required), the employer may require University Security Team Leaders, University Security Officers or Control Room Operators to undergo a full medical examination, by a qualified medical practitioner of the employer's choice and at the employer's expense, to ensure they are suitably healthy and able to continue undertaking the duties required of the position.
- D5.3 University Security Team Leaders, University Security Services Coordinator, University Security Officers and Control Room Operators will be required to participate in periodic fitness testing and programmes in order to obtain and maintain an appropriate standard of fitness.

D6 SECURITY LICENCE AND QUALIFICATIONS

- D6.1 University Security Team Leaders, University Security Officers and Control Room Officers will be required to obtain and maintain a Certificate of Approval (COA) during their employment as a University Security team member as per the Private Security Personnel and Private Investigators Act 2010. Failure to do so may result in termination of employment.
- D6.2 University Security Team Leaders, University Security Officers and Control Room Officers will be required to obtain a minimum of NZQA Level 2 in Security within 6 months of employment. Team Leaders will be required to have level 3 within 12 months of employment. The costs of obtaining this qualification will be met by the employer. Failure to complete the training could result in a disciplinary process being initiated and the costs of the training re-paid by the employee.

D7 MUTUAL RESPONSIBILITIES

- D7.1 During the term of this agreement the Employer shall continue to act as a good employer in all dealings with the employee. This includes providing;
- (a) Good and safe working conditions; and
 - (b) An equal employment opportunities programme; and
 - (c) The impartial selection of suitably qualified persons for appointment; and
 - (d) Recognition of
 - i. The aims and aspirations of Maori people; and
 - ii. The employment requirements of Maori people; and
 - iii. The need for greater involvement of Maori people in the Education Service; and
 - (e) Opportunities for the enhancement of the abilities of individual employees; and
 - (f) Recognition of the aims and aspirations and employment requirements and the cultural differences, of ethnic or minority groups; and
 - (g) Recognition of the employment requirements of women; and
 - (h) Recognition of the employment requirements of persons with disabilities.
- D7.2 The employee shall during the continuance of the employment:
- (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.
 - (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 University's statutes, guidelines and policies, which may be amended by the Employer from time to time following appropriate consultation with and on reasonable notice to TEU, E TŪ and employees.
- D7.3 The employer shall comply with the following participatory processes when reviewing University policies relating to discipline (I5), and development and performance (F3.3):
- (a) The employer shall inform the unions of its intention to review such policies and enter into discussions regarding the appropriate conduct of the review
 - (b) The union shall appoint representative members to participate in the review on behalf of union members and have the right to seek timely advice from the union members they are representing during the course of the review;
 - (c) Such representatives shall participate collegially and cooperatively in the review.

SECTION E: HOURS OF WORK

E1 HOURS OF WORK

E1.1 For staff covered under this agreement, hours of work shall be defined as follows:

- (a) Horticulturalist Team Leaders, Horticulturalists and Gardeners

Forty hours shall constitute an ordinary weeks work, to be worked on no more than five consecutive eight hour days of the week, nor on less than four 10-hour days, Monday to Friday inclusive and between 0600 and 1800 hours, as mutually agreed between the employer and employee.

(b) University Security Team Leaders, University Security Officers and Control Room Operators
Shall work specified shifts on a five week roster and which will average forty hours per week over the duration of each five week cycle of the roster. Each shift shall be one of either eight or twelve hours paid at ordinary rates, inclusive of the crib rest breaks, as per the roster.

(c) Control Room Operators
Principal Control Room Operators shall work specified shifts on a three week roster and which will average forty hours per week over the duration of each three week cycle of the roster, inclusive of the crib rest breaks.
Team shift Control Room Operators shall if rostered work specified shifts of the five week roster, inclusive of the crib rest breaks.
All rostered shifts worked will be paid at ordinary rates.

- E1.2 Shifts shall be worked as determined by the employer to meet operational requirements. Any proposed change to the shift roster system will be advised to the union and staff affected, and consultation in good faith shall be undertaken before any changes are implemented.
- E1.3 Team Leaders, Control Room Operators and University Security Officers when employed on a shift roster, will be advised of the shift roster at least three months in advance. The roster will be displayed in a prominent location. The employer will have the right to amend shift rosters to accommodate unplanned staff absences and to ensure effective utilization of staff resources. Newly appointed (meaning within the first 6 months of initial appointment) University Security Officers will be excluded from the three month notification period, in order to ensure that adequate training on all shifts, campuses and sectors is undertaken as part of their training requirements. This is to ensure they become competent within the six month training period.
- E1.4 In the situation where a staff shortage, local incident or an unplanned event occurs, University Security Officers (including Team Leaders and Control Room Operators) may be directed to another sector or campus of the University of Auckland or the control room (if properly trained). Free return transport from the normal place of work to another campus will be provided by the Employer, during paid time.

E2 OVERTIME

- E2.1 Employees shall be compensated for all authorised overtime at the rate of time and a half of the employee's hourly rate of pay.
- E2.2 University Security Team Leaders, University Security Officers and Control Room Operators (Five week roster) who work in excess of eight or twelve ordinary paid hours in each shift (inclusive of a paid 30 minute crib break) shall be eligible for overtime at the relevant overtime rate, for each hour worked in excess of the ordinary eight or twelve hours.
- E2.3 Control Room Operators (Day Shift) who work in excess of eight, nine or twelve ordinary hours in each shift (inclusive of a paid 30 minute crib break) shall be eligible for overtime at the relevant overtime rate, for each hour worked in excess of the ordinary, eight, nine or twelve hours.
- E2.4 For all other employees overtime shall be calculated on a daily basis subject to forty hours being worked by an employee in a week. Unauthorised absences shall not be counted as actual hours worked for the purposes of calculating overtime. Any hours of unauthorised absence shall be deducted from the total hours in any one week. Following such deduction, overtime shall remain payable for hours worked in excess of 40 actual hours in the week. Authorised absences are as provided in the agreement and shall not be deemed as default for the purposes of overtime calculation.

E3 MEAL BREAKS

- E3.1 As far as possible the hours of work shall be continuous from the time of starting work save for an uninterrupted unpaid meal break, which shall be:
- (a) no more than one hour nor less than 30 minutes for Gardeners
 - (b) 30 minutes for University Security Officers, Team Leaders and Control Room Operators
- E3.2 No employee shall be required to work more than 5 hours without a meal break.
- E3.3 Gardeners will be entitled to two 10-minute paid rest breaks which may be taken evenly through the work period, having regards to operational requirements.
- E3.4 University Security Officers, Team Leaders and Control Room Operators will be entitled to two 15-minute paid crib rest breaks. During the paid crib rest breaks employees are required to remain on site and be

contactable and available to attend to their duties as the need arises.

- E3.5 The parties to the agreement expressly agree that all University Security Officers, Team Leaders and Control Room Operators will take both 15-minute paid rest breaks together continuously.
- E3.6 Subject to clause E3.5, the Employer and each employee may agree on when the rest and meal breaks are to be taken, having regards to the operational requirements.
- E3.7 Where practicable, tea, coffee, Milo or other similar beverages, sugar and milk shall be supplied at all rest and meal breaks.

E4 CALL BACK

- E4.1 Where an employee is required by the employer to return to work after completing the day's work and has left the place of employment, or is called back before his/her normal time of starting work and does not continue working until such normal starting time, then that employee shall have the option of being paid at relevant overtime rates or receive time off in lieu for all hours worked, with a minimum of three hours pay. Travel to and from a call back shall be paid as a Transport Allowance as specified in clause G5 of this agreement.

SECTION F: REMUNERATION**F1 RATES OF REMUNERATION**

Band	2020 <i>Confirmed</i>		2021 <i>Estimated</i>		2022 <i>Estimated</i>	
	Min	Max	Min	Max	Min	Max
Horticulturist Team Leader	\$56,405		\$57,533		\$58,684	
Horticulturist	\$48,812		\$49,788		\$50,784	
Gardener	\$43,614		\$44,486		\$45,376	
University Security Services Coordinator	\$62,022		\$63,262		\$64,527	
University Security Team Leader (including TL Allowance)	\$61,143		\$62,366		\$63,613	
Control Room Operator	\$57,106		\$58,249		\$59,414	
University Security Officer (24/7)	\$55,065		\$56,166		\$57,289	
University Security Officer Level 3	\$52,838		\$53,895		\$54,972	
University Security Officer Level 2	\$47,218	\$50,550	\$48,162	\$51,561	\$49,125	\$52,592
University Security Officer Level 1	\$43,614	\$45,851	\$44,486	\$46,768	\$45,376	\$47,703
Trainee Security Officer	\$41,000		\$42,500		\$43,614	

F2 APPOINTMENT LEVELS

F2.1 Employees shall be appointed on a salary and where applicable into and within a level taking into account experience, qualifications, responsibilities, internal relativities and the ease or difficulty in recruiting the specific skill, experience and qualifications of the employee.

F3 ANNUAL REVIEWS**F3.1 Salary Review Committees**

All salaries except those at a specified maximum of a level shall be reviewed annually by salary review committees which will include staff representatives, selected jointly by management and the unions.

F3.2 Principles**F3.3 Development, performance and salary review Principles: Reviews shall:**

- i. Involve the staff member with their manager;
- ii. Contribute to clarity and transparency of expectations and what is needed to achieve in the position;
- iii. Be aligned with the values and strategies of the University;
- iv. Involve objective setting and development planning and progress meetings throughout the year before the final annual performance and development review evaluation.
- v. Take into account both the development and performance of the employee;
- vi. Have a monitoring process to ensure appropriate and consistent application.

F3.4 Process

The employer shall review annually the development, performance and salary of the employee. Such reviews shall have regard to the duties of the employee and shall comply with relevant policies and procedures (currently Evolve). In reviewing the employee's salary, the employer shall take into account:

- evidence of the employee's competencies and performance;
- internal and external relativities, and
- the financial circumstances of the University.

F3.5 No Reduction by reason of Range of Rates

Individual salary rates cannot be reduced by reason of operation of the ranges of rates.

F3.6 Appeal Committee for Salary Review

- i. An Appeal Committee will be established by the employer. It will include staff representatives. The Employer will consult with the unions with respect to the composition of the Appeal Committee.
- ii. The Committee will consider appeals where a case can be made that there has been a significant failure of process which has affected the outcome or where the decision is clearly at odds with the evidence.

F4 PROMOTION OF UNIVERSITY SECURITY OFFICERS

- F4.1 University Security Trainees will be able to progress to Level 1 after 12 months in the position; having completed NZQA level 2, and demonstrated the knowledge, skills and personal attributes of a level 1 University Security Officer, as determined by the employer and discussed with the employee, in consideration of the criteria published in the Standard Operating Procedures.
- F4.2 University Security Officers employed on levels 1 and 2 will progress upon satisfactory completion of relevant qualifications and demonstration of the criteria as determined by the Employer and discussed with the employee, such criteria to be published by the employer in the Standard Operating Procedures (SOP).

SECTION G: ALLOWANCES

G1 UNIVERSITY SECURITY TEAM LEADER ALLOWANCE

- G1.1 For staff appointed by management to undertake the duties of a University Security Team Leader, a University Security Team Leader Allowance of \$19.98 per shift shall be paid in addition to all other entitlements, (excluding designated Team Leaders whose remuneration is inclusive of the Team Leader Allowance. F1 refers).

The Team Leader Allowance will compensate for the delegated authority and added responsibilities with which the University Security Team Leader is charged, when on shift.

G2 SPECIAL DUTIES ALLOWANCE

- G2.1 An employee required by the employer to undertake a period of special duties, or to temporarily act in the capacity of an employee on a higher pay rate, where there are increased duties and responsibilities, shall be reimbursed by the employer at a higher level of remuneration commensurate with such increased duties and responsibilities to be agreed with the employee. The agreed allowance shall apply from the day the agreed special duties or temporary acting appointment commences.

G3 MEAL ALLOWANCE

- G3.1 An employee who has been directed to work not less than two hours' overtime after a break of at least half an hour shall be paid a meal allowance of \$18.36. The meal allowance is paid to all staff when a meal is missed because of a requirement to work additional hours/shifts.

G4 TRAVEL EXPENSES

- G4.1 Employees who are required to work at a place other than their usual place of employment shall travel in the employer's time, or shall be paid for time occupied on travelling where such is done in their own time. Such employees shall also be reimbursed all monies actually expended in fares travelling to and from such place of work where transport is not provided by the employer.

G5 MOTOR VEHICLE EXPENSES

- G5.1 In accordance with the University of Auckland [Travel Expenses and Booking Procedures](#). IRD rates will be used for reimbursement to claimed kms.

G6 CONTROL ROOM TRAINING

- G6.1 By mutual agreement, the parties may agree that an employee is trained in control room duties. When fully trained, and competent the employee will be paid at the Control Room Operator rate.

G7 UNIFORMS AND FOOTWEAR

G7.1 The employer will provide uniforms and appropriate footwear to all staff.

Where uniforms are provided they shall be worn during all work hours, and only at those times unless by prior specific agreement between the employer and employee.

G7.2 Re-issue shall be on production of worn out uniform and footwear. Suitable wet weather clothing, beanie and gloves shall be provided by the employer and it will be the responsibility of the employee to care for protective clothing. The employer will pay for the purchase of suitable black footwear for all University Security Team Leaders and University Security Officers up to a maximum value of \$375 which can be claimed once within each 18 month period.

G7.3 In the event of an employee terminating their employment, then all uniform and wet weather clothing issued shall, subject to fair wear and tear, be returned to the employer. Any issued clothing not returned on termination shall, subject to fair wear and tear, be reimbursed by the employee by way of deduction from their final pay.

SECTION H: HOLIDAYS AND LEAVE

H1 PUBLIC HOLIDAYS

H1.1.1 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

H1.1.2 Control Room Operators, University Security Team Leaders and University Security Officers working on a shift roster, work on public holidays.

Gardeners and Horticulturalists and Horticulturalist Team Leaders are not required to work public holidays unless agreed.

H1.2 For Gardeners, Horticulturalists and Horticulturalist Team Leaders, in the event of a public holiday falling on a Saturday or a Sunday, such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.

H1.3 Where an employee is required by the Employer to work on a Public Holiday:

- (a) s/he will be paid at double time rate for the time actually worked or at the relevant daily pay, whichever is the greater amount; and
- (b) if that Public Holiday would otherwise be a working day for the employee, s/he will be entitled to an alternative holiday to be taken on a day to be agreed between the Employer and employee.

H1.4 Any overtime worked on one of the holidays specified in clause H1.1 shall be paid at the overtime rate, in addition to their entitlements under clause H1.3.

H1.5 An employee whose rostered day off falls on one of the holidays specified in clause H1.1 shall be entitled to an alternative paid day off.

H1.6 For the purposes of Public Holidays (H1) Sick leave (H4) and Bereavement leave (H12), the term "relevant daily pay" is defined as follows:

"Relevant daily pay" means what an employee would have been paid if they had worked on the day concerned. Any such calculation shall include the appropriate rate for the time, any regular overtime payments, productivity or incentive payments, any allowances applicable or other payments if those payments would have been received had the employee worked that day.

H2 ANNUAL LEAVE ENTITLEMENT

H2.1 Employees will be entitled to, and expected to take, five (5) weeks annual leave (inclusive of Easter Tuesday and the last weekday before Christmas) per year of continuous service. For the avoidance of doubt, staff employed on rostered shifts under clause E1.1(b) and (c) of this agreement and who are rostered off on Easter Tuesday and or the last weekday of Christmas are not required to take annual leave on those rostered days off.

- H2.2 The employees will take annual leave on Easter Tuesday and the last weekday before Christmas, unless otherwise instructed by the Employer.
- H2.3 The employee's wishes concerning the timing of annual leave will be met as far as possible. However, where this is not convenient to the University, as during semester, the employer may decline to grant leave or may direct an employee to take leave at a certain time. The employer shall not unreasonably withhold approval to individual requests for annual leave.
- H2.4 Wherever possible employees will have the opportunity to take all annual leave due to them in any one leave year. An employee may be permitted to carry forward from one leave year to the next up to half of his/her annual leave entitlement.
- H2.5 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 annual leave.

H3 HOLIDAYS FALLING DURING LEAVE OR TIME OFF

- H3.1 Leave on pay - Where a public holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an employee is entitled to that holiday which is not to be debited against such leave. This provision does not apply to a holiday falling during annual or retiring leave after the employee has ceased work prior to leaving the university, unless the employee has worked at any time during the fortnight prior to the day on which the holiday is observed.
- H3.2 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.

H4 SICK LEAVE

- H4.1 Employees are entitled to Sick Leave as set out below.
 The employee shall notify absence due to sickness to the employer whenever possible within 30 minutes of normal starting time.
 Sick leave can be used if the employee, the employee's spouse/partner, or a person who depends on the employee for care, is sick or injured, as set out in the Holidays Act 2003 and its subsequent amendments.

 A medical certificate will be required for all absences in excess of five consecutive days and may be required for absences of shorter periods.

H4.2 All Sick Leave is to be computed in working days.

H4.3 Schedule of Entitlement:

Length of Service	Aggregate period for which sick leave on pay may be granted during service (working days)
Up to six months service	Five days
After six months service and up to 12 months service	Nine days inclusive of days previously allowed.
Over 12 months service	Nine days for each 12 months of service with a maximum accumulation of 260 days.

- H4.4 This leave is inclusive of the provisions of the Holidays Act 2003.
- H4.5 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.
- H4.6 If an employee is absent on sick leave for less than a whole day, such leave is to be debited as follows:
 - (i) Absent for a whole morning or afternoon - half day's sick leave.
 - (ii) Absent for less than two hours during the day - no deduction.
 - (iii) Absent for two hours and up to six hours during the day - half day's sick leave.
 - (iv) Absent for over six hours during the day - one day's sick leave.
- H4.7 Where requested, the employer shall approve a reasonable amount of time off on ordinary pay for dental/medical appointments, provided that the appointment is made on a day and at a time which does

not unduly interfere with the business of the employer and has the prior consent of the employer. Such approval will not be unreasonably withheld. Time off granted under this sub clause will not be debited against the employee's sick leave entitlement.

- H4.8 The employee should notify absence, due to sickness, to the employer as soon as possible prior to normal starting time. 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, including a request for a medical certificate for all future sick leave claims, at the employee's expense.

Should the employer require an employee to verify a sick leave claim the employee will be examined by a medical practitioner of the employer's choice and the employer will meet the cost of the medical examination.

- H4.9 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.

- H4.10 Anticipation of Sick Leave:

In special cases, employees may be allowed to anticipate sick leave becoming due on completion of a further period of service provided that at least five days sick leave is retained for each year of service for which sick leave has been anticipated.

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.

- H4.11 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 the Employee's fitness for work and/or return to work.

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.

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 (where an employee has exhausted their sick leave entitlements).

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.

In cases where termination of employment is necessary, a notice period of 3 months will apply. Notice may be in whole or in part, paid out in lieu.

H5 RETIREMENT

The employee shall give to the University not less than 3 months' notice of retirement in writing. The University and employee agree that retirement means permanently withdrawing from the paid regular workforce. The employee shall provide the University with details of any planned future employment.

H6 RETIREMENT LEAVE

H6.1.1 An employee who is listed on Appendix C and who was employed under this Agreement prior to 28.2.94 and for whom retirement is approved under clause H5 and who has completed ten or more years continuous service in the University and who has given three months' notice, may be granted retiring leave on the following basis:

Amount of Retiring Leave	Qualification Required
26 weeks	Completion of 40 years' or more service
91 days plus one day for every two month's service in excess of 25 years	Completion of 20 years' service and age 60 or more years
31 days plus one day for every two months' service in excess of 10 years or more	Completion of 10 or more years' service (but less than 20 years) and age 60 years

H6.1.2 For other employees for whom retirement is approved they shall be entitled to the following leave:

- (i) after 10 years continuous service - 20 working days
- (ii) after each additional year up to 25 years - five working days
- (iii) after each additional year over 25 years - two working days

H6.2 Service for the purpose of retirement leave entitlement and calculation means unbroken employment, full-time or part-time (on a pro-rata basis), in the University together with any other service which the employer may at its discretion recognise. However, previous service in the State Sector does not qualify for retiring leave if the employee accepted voluntary severance.

H6.3 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.

H6.4 In determining the period of service, the employer may deduct periods of leave without pay exceeding three months in total.

H6.5 Retiring Leave commences from the working day following the last day of duty. Where annual leave or long service leave is due the retiring leave commences from the working day following expiry of such leave.

H6.6 Grant in Lieu of Retiring Leave

H6.6.1 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), a lump sum gratuity equivalent in value to that leave.

H6.6.2 On the death of an employee the employer may approve a cash grant in lieu of retiring leave to the surviving partner or if there is no surviving partner to any dependant.

H7 PARENTAL LEAVE

H7.1 Parental leave is leave without pay.

Note: Employees are referred to clause H7.5 regarding Special Paid Parental Leave.

H7.2 Entitlement and Eligibility:

H7.2.1 An employee while they are employed in the University is entitled to parental leave in the following circumstances:

- (i) In respect of every child born to them or their partner.
- (ii) In respect of every child up to and including five years of age, adopted by them or their partner.

H7.2.2 Leave of up to 52 weeks may be granted to employees with at least one year's service. For those with less than one year's service parental leave up to 26 weeks may be granted. The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not only one or both partners are employed in the University.

H7.2.3 Where two or more children are born or adopted at the same time, then for the purposes of these

provisions the employee's entitlement shall be the same as if only one child had been born or adopted.

H7.2.4 Employees intending to take parental leave are required to give at least three months' notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner certifying the expected date of delivery. Special and medical circumstances will be taken into account.

H7.2.5 An employee absent on parental leave is required to give at least one month's notice of their intention to return to duty.

H7.2.6 In addition to parental leave:

- (i) A female employee who is pregnant is entitled, before taking parental leave, to take a total of up to 10 days' special leave without pay for reasons connected with her pregnancy.
- (ii) A male employee may take a continuous 14 day period as leave without pay. Leave may be taken any time during the six week span beginning 21 days before the expected date of delivery or adoption and ending 21 days after the actual date of delivery or adoption.

H7.3 Job Protection:

H7.3.1 An employee returning from parental leave is entitled to resume work in the same position or in a similar position to the one she/he occupied at the time of commencing parental leave.

H7.3.2 A similar position means a position:

- at the equivalent salary and grading; and
- on the same campus; and
- involving responsibilities broadly comparable to those exercised in their previous position.

H7.3.3 Except in cases where the position needs to be filled permanently, when an employee goes on parental leave an employer must as first preference hold the employee's position open (This includes filling it temporarily).

H7.3.4 If the employer needs to fill the position permanently, at the time the employee indicates their intention to return to duty, the employer shall provide a written offer of one of the following (in order of priority):

- (i) the same position if it is vacant at that time or a similar position to the one they occupied before commencing parental leave; or
- (ii) If this is not possible the employer may approve one of the following options:
 - (a) an extension of parental leave up to 12 months until the employee's previous position or a similar position becomes available or
 - (b) where extended parental leave as provided in (a) expires and no position is available for the employee, the employee continues on leave without pay and the employer may terminate employment with three months' notice providing that an employee whose services are terminated under this provision shall be entitled to be paid the ex gratia payment equivalent to 9 weeks leave that she/he could have earned if she/he had had the opportunity to return to work after parental leave.

H7.4 Deployment

H7.4.1 When a staffing surplus is declared involving a position that is usually occupied by an employee who is on parental leave, then the same university deployment provisions that would apply to other staff members who are part of the same surplus will apply.

H7.4.2 Any employee on parental leave must be notified if their position is to be disestablished as a result of a staffing surplus.

H7.5 Special Paid Parental Leave

H7.5.1 An employee who is entitled to apply for 52 weeks Parental Leave may apply for up to nine weeks of such Parental leave as Special Paid Parental Leave, providing that the employee genuinely intends to return to duty after such parental leave and providing further that if the employee subsequently does not return to duties, the employee agrees to refund salary and other remuneration paid during Special Paid Parental Leave or agrees to alternative arrangements with the University.

This leave can be taken in blocks of one week or more to allow more flexibility for eligible parents.

If both partners are employed in the University and are eligible for Special Paid Parental Leave, then they are entitled to a total of nine weeks Special Paid Parental Leave, between them and they may choose who will receive it.

- H7.5.2 Any adjustments to the salary scale that are backdated into the period covered will apply.
- H7.5.3 An employee who is absent on parental leave for less than nine weeks (45 working days) will receive that proportion of the payment that their absence represents in working days.
- H7.5.4 Any payment is to be based on the percentage rate of employment prior to absence on parental leave. However, a woman who works less than full normal hours for a short period only, prior to her confinement, may have her case for full payment considered by the employer.
- H7.6 Employees returning from a period of parental leave may wish to work reduced hours for a period or take up a part-time position within the University. The University is encouraged to take a sympathetic view of employees' circumstances and have regard to the University's equal employment opportunities policy when exercising decision making powers in relation to such applications.
- H7.7 The practice of awarding increments when the employee's incremental date falls during absence on parental leave will be maintained.

H8 RE-ENTRY AFTER ABSENCE DUE TO CHILDCARE

- H8.1 An employee who resigned from the University to care for an under school age child or children may apply to re-enter the University under preferential conditions provided that:
- H8.1.1 The absence does not exceed four years from the date of resignation or five years from the date of cessation of duties to take up parental leave.
- H8.1.2 The applicant must:
- (i) produce a birth certificate for the under school age child;
 - (ii) sign a statutory declaration to the effect that absence has been due to the care of an under school age child and paid employment has not been entered into for more than 15 hours per week or other income received during that absence.
- H8.2 Where paid employment has been entered into for substantially more than 15 hours per week or other income earned in excess of \$23,000 per annum eligibility will be at the employer's discretion.
- H8.3 An applicant seeking to return to the University should give at least three months' notice and renew that notice at least one month before the date s/he wishes to return to work or one month before the expiry of the period in H8.1.1, whichever is the earlier. This notice shall be forwarded to the employer who shall acknowledge receipt of it.
- H8.4 Where an applicant meets the conditions in H8.1.1 to H8.3 and at the time of the application:
- H8.4.1 Has the necessary skills to fill competently a vacancy which is available in the University; and
- H8.4.2 The position is substantially the same in character and at the same or lower salary as the position previously held, then the applicant under these provisions is to be appointed in preference to any other applicant for the position.
- H8.5 Absence will interrupt service but not break it, however, the period of absence will not count as service for the purposes of leave entitlements.
- H8.6 If an applicant is not appointed to any position within three months after the expiry of the period in H8.1.1 above, the benefits of these provisions will lapse.

H9 LONG SERVICE LEAVE

- H9.1 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 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.
- H9.2 This leave shall be taken under such terms and conditions as the University may from time to time determine but in any event it must be taken within five years of qualification and before relinquishment of office or it will be forfeited. The University undertakes to notify employees when their entitlement becomes due.
- H9.3 Long service leave is a leave entitlement, not a basis for a lump sum payment.

H9.4 Entitlement to long service leave shall not affect any retirement leave eligibility or retirement grant payable under this agreement.

H10 CREDITING OF PREVIOUS SERVICE

H10.1 The University may give credit for other previous relevant service for purposes of calculating leave and other entitlements (e.g. annual leave, sick leave, long service leave and retiring leave).

H10.2 Decisions shall have regard to:

- (i) the relevance of the service;
- (ii) recruitment and retention experiences.

H11 JURY SERVICE LEAVE

Refer to [Jury Service Leave](#) Policy

H12 BEREAVEMENT/TANGIHANGA LEAVE

H12.1 An employee shall be granted a minimum of three days 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).

H12.2 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.

H12.3 If paid bereavement leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.

H12.4 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.

H12.5 The provisions relating to this clause H12 are inclusive of and not in addition to the bereavement leave provisions of the Holidays Act 2003.

H12.6 Attention is drawn to provision H6.6.2, which states "On the death of an employee the employer may approve a cash grant in lieu of retiring leave to the surviving partner or if there is no surviving partner to any dependant."

H13 DOMESTIC VIOLENCE LEAVE

Employees may be granted support arrangements and domestic violence leave in accordance with the [University Family Violence Policy](#).

H14 STUDY LEAVE

H14.1 Provision of Study Leave is at the discretion of the employer.

H14.2 Employees may be granted study leave to enable them to complete qualifications and to attend courses and seminars which are considered by their employer to be relevant to their employment. Such study leave may entitle them to the benefits set out in H14.3 and H14.5.

H14.3 An employee who has been granted study leave under the provisions of H14.2, may have their cost of tuition paid, either in whole or in part, by the University directly at commencement of each paper or papers where such a course is offered by the University of Auckland. Where a course is offered by an

external provider, the cost of tuition may be paid, either in whole or in part by the University at the completion of each paper or papers, provided satisfactory results are maintained.

Other fees and purchase of notes, books and instruments will remain the responsibility of the employee.

H14.4 Where the University has paid the employee's fees and/or other related expenses, and the employee fails to successfully complete the paper or papers, (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.

H14.5 Where, as a course requirement, the employee has been granted study leave under these provisions is required to travel to another centre, the employer may pay transport costs in accordance with University policy.

H14.6 The granting of study leave each year shall be subject to the employee's satisfactory progress in their work and studies.

H14.7 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.

H15 TUITION FEES

The University may meet the costs of tuition for any employee enrolled for a course of study in the University which is relevant to the employee's work and has been approved by the employer. The University may approve attendance at courses in other cases without meeting the cost of tuition.

H16 OTHER LEAVE

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

H17 ACCIDENT LEAVE

Accident leave is granted in terms of the Accident Compensation Act 2001.

H18 EMPLOYMENT RELATIONS EDUCATION LEAVE

Union representatives will be entitled to up to three days paid leave per annum to attend courses held by, or sanctioned by, the employee organisation. Where such courses are held away from the work site, the employee organisation will give the employer a minimum of 14 days' notice. This is part of and not additional to the provisions of the Employment Relations Act.

SECTION I: GENERAL PROVISIONS

I 1 WAGES AND TIME RECORD

These shall be kept in accordance with the provisions of Section 130 of the Employment Relations Act 2000.

I 2 PAYMENT OF WAGES

- 12.1 Payment of all employees shall be by way of direct credit to a bank account, fortnightly. Overtime payments earned in one period shall be paid in the subsequent fortnightly pay period, or as soon as possible thereafter.
- 12.2 All employees will have access to information on wages and allowances paid on each pay-day and any deductions.
- 12.3 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.

I 3 DEDUCTIONS

- 13.1 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. 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 the Employee.

Employees will be consulted before any deductions are made.

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.

- 13.2 At the written request of any employee, the employer shall deduct union fees from the employee's pay at a rate advised from time to time by E TŪ or TEU to which the employee is a member and shall remit such deductions to E TŪ or TEU in a manner agreed upon between the parties.
- 13.3 (i) The employer, when requested in writing by E TŪ or TEU, shall within one month of receipt of such request, supply to E TŪ or TEU a list of all employees from whom deductions have been made.
(ii) Such requests shall not be made to the employer at intervals of less than three months.

I 4 HEALTH, SAFETY AND WELLBEING

- 14.1 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 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.

- 14.2 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.

- 14.3 Protective Clothing:

- (i) Where necessary suitable protective clothing, footwear, safety spectacles and equipment shall be provided by the employer and the employee instructed in their use.
- (ii) Where justified prescription hardened lenses shall be provided by the employer. Should a change in prescription require a change of lenses, then the employer shall pay the difference in cost between normal and hardened lenses plus the cost of standard safety frames if required.
- (iii) Laundering or dry cleaning of all protective clothing shall be the responsibility of the employer and shall be carried out on a regular basis.
- (iv) An employee suffering damage to clothing while wearing protective clothing shall be financially reimbursed for the damage.
- (v) The employer shall take all reasonably practicable steps to ensure that the employee is instructed in the use and need for safety clothing and equipment.
- (vi) The employee shall be under an obligation to make use of safety clothing and equipment provided by the employer. Repeated failure to do so shall constitute misconduct.
- (vii) The employer shall provide and maintain sanitary arrangements and accommodations to enable employees to take their meals and change their clothes, as well as a lockable storage space for their belongings. It is the employee's responsibility to ensure this storage space is locked and kept secure while in use.

- 14.4 OOS

The employer will ensure that all employees are familiar with the risks of OOS when working in situations where any muscle group is stressed over periods of time (including through the extended use of keyboards). The Health and Safety section of HR will provide current information to employees to minimise risks of OOS.

14.5 New Technology

When new technology is introduced into a workplace, it will be the responsibility of the employer to provide appropriate training to the employees directly affected. Such training will include any health and safety implications or information that will enable employees to operate the equipment without discomfort and will help maintain their general well-being.

14.6 First Aid Training

Instruction and training by certified trainers shall be provided to those employees who are required to maintain the currency of first aid certificates.

14.7 Communication

University Security Officers will wear a radio and maintain regular radio contact and updates while undertaking patrols specifying location and status. Security Control room will monitor officer location and shall instigate response actions in the absence of regular officer contact.

14.8 No employee shall be compelled to work in any place infected with a notifiable disease. An employee employed in any such place shall be reasonably protected against such disease to the satisfaction of the medical officer or authority in charge of the case.

14.9 Violence and Aggression Response

University Security Officers shall be provided with relevant and appropriate training and where possible avoid aggressive or violent situations with their prime role to observe and report to initiate immediate emergency response. University Security Officers shall use means to diffuse situations where possible by negotiation and conflict resolution. Officers shall not give chase for the purpose of restraining or detaining an intruder, offender or patron. Employees do not, under any circumstances retaliate physically or verbally unless it is in self-defence of themselves or others or property as per the Crimes Act 1961 Section 41 and 48. Where possible employees shall withdraw to a position of safety and call for back-up or police.

It is essential that radio communication is made with the control room in the event that a situation arises where the employee may be placed in danger.

14.10 Eye Tests

Refer to the [University Eye Tests Policy](#).

14.11 Reporting Motor Vehicle Accidents

Refer to the [University Motor Vehicle Accidents Policy](#).

14.12 Accident and Incident Reporting

Refer to the [University Health, Safety and Wellbeing Policy](#).

15 DISCIPLINARY PROCEDURES

15.1 Disciplinary processes shall be undertaken in accordance with the Disciplinary Procedures for Professional Staff (as amended from time to time in accordance with D7.3) and the principles of procedural fairness and good faith.

15.2 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 the Employee will:

1. Be fully and fairly informed of the allegation or allegations against him or her;
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 his or her 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 the employee; and
4. 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.

15.3 Definitions

“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.

“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, willful 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.

16 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

The Employment Relations Act 2000 requires that all collective and individual agreements contain a plain-language explanation of the services and processes available to resolve any employment relationship problems. The University, TEU and the PSA have agreed on the following procedure.

16.1 Employment relationship problems include:

- a personal grievance (a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union or employee organisation)
- a dispute (about the interpretation, application or operation of an employment agreement)
- any other problem relating to or arising out of the employee’s employment relationship with the University except matters relating to the fixing of new terms and conditions of employment

16.2 If the employee believes there is a problem with his or her employment relationship with the University, the employee should tell the employee’s manager, either personally or through the union or other 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.

16.3 If for any reason the employee feels unable to raise the matter with his or her manager, other suggested contacts are: Associate Director or Director, or other staff member of Human Resources or the Equity Office.

16.4 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.

16.5 The employee has the right to seek the support and assistance of his or her union or representative, or information from the Ministry of Business Innovation and Employment (MBIE) Mediation Service at any time.

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

16.7 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.

- 16.8 If the problem is not resolved by mediation, the employee may apply to the Employment Relations Authority for investigation and determination.
- 16.9 In certain circumstances the decision of the Employment Relations Authority may be appealed by the employee or the University to the Employment Court.

17 NOTIFICATION

- 17.1 New employees shall be given contact details of the union and shall be supplied with a union membership pack as part of the employer's induction process.
- 17.2 Where an employee covered by this agreement advises the employer in writing that he/she wishes to be a member of the union then that employee's address shall be included on a list provided to the union on written request, at intervals of not more frequently than three monthly.

18 PAID UNION MEETINGS

Employees during the term of this agreement shall be entitled to a total of four hours leave without loss of ordinary pay to attend paid union meetings, provided that at least two weeks prior notice is given and further that such meetings shall be arranged at a place, on a day and at a time as agreed between the union and the employer.

19 DELEGATES

- 19.1 The University shall give recognition to not more than five employees who are elected by the employees as job delegates. The names of the delegates shall be notified to the University by the union.
- 19.2 Subject to prior notification delegates shall be allowed reasonable paid time to conduct on-site business relevant to the University.

110 RIGHT OF ACCESS

Subject to the Employment Relations Act 2000, the secretary or other authorised officer of the E TŪ, or TEU as the case may be, shall, with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at all reasonable times upon the premises for the purpose of interviewing any workers represented by the E TŪ or TEU, as the case may be, or enforcing this agreement, including access to wages, holiday and time records but not so as to interfere unreasonably with the employer's business.

111 COPY OF AGREEMENT

A copy of this agreement shall be made available on request to any employee bound by it.

112 TERM OF COLLECTIVE AGREEMENT

This collective agreement comes into force on 1 February 2020 and expires on 31 August 2022.

SCHEDULE 1: SIGNATORIES

The following are the parties to The University of Auckland Security Officers and Gardeners Collective Agreement.

SIGNED on behalf of the **Vice Chancellor of The University of Auckland**

Name: _____ Date: _____

SIGNED on behalf of **E TU INCORPORATED**

Name: _____ Date: _____

SIGNED on behalf of the **NZ Tertiary Education Union Inc**

Name: _____ Date: _____

APPENDIX A: DISCIPLINARY PROCEDURES**DISCIPLINE PROCEDURES****HUMAN RESOURCES MUST BE CONTACTED IN THE FIRST INSTANCE**

The law requires that there be **good grounds** to discipline and/or dismiss and that it is carried out in a **procedurally fair** manner.

The principles of natural justice require the following:

1. Identification of unacceptable conduct/performance and advice of such to the staff member.
2. An opportunity for the staff member to explain the alleged conduct/performance.
3. 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).
4. That the employer act fairly towards the employee.

Meeting and Outcome

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. The manager may wish to seek the advice of Human Resources prior to such an informal meeting. Normally such an informal meeting is held between the manager and staff member who have the right to seek the assistance of Human Resources and/or a union representative respectively.

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

An informal meeting does not constitute a "Disciplinary Meeting" under the terms of this appendix, though any important requirements should be provided clearly by the manager to the staff member in writing.

Disciplinary Meeting Outcome

Where the conduct/performance is sufficiently serious or is 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

In certain circumstances, demotion, redeployment or other alternatives may be considered.

Where a warning or dismissal is being considered, the following guideline 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

As an alternative to dismissal, the employer may consider:

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

Disciplinary Meetings Procedures

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

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 employee will be advised of the reason(s) for the meeting, and of the right to seek representation at any disciplinary meeting.

At any disciplinary meeting:

- A Human Resources representative should be present as should a support person for the employee.
- The employee must be advised in writing, prior to the meeting 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.

After a disciplinary meeting:

- The employer shall fully consider the explanations of the employee 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 employee.
There must be a request for an improvement in conduct and/or performance.
The employee 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 employee's file and the employee should be advised of this. The Warning shall expire after 12 months from the date of issue.
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 employee.

The Manager who will make any decision in relation to any disciplinary meeting will listen to and consider the explanation of the employee.

Before making any such decision, the manager must discuss the matter with an HR practitioner.

The Union will be provided with a copy of the written warning or dismissal notice if the employee is a member of the union.

Review of Any Disciplinary Outcome

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

- The Employee or the University may initiate a review of 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 Employee before making a decision on the review outcome.
- 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.
- 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.

APPENDIX B: REDUNDANCY PROVISIONS

- (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 union(s) and 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 union(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. Nothing in this appendix applies to casual employees.

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.

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.

- (b) 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.
- (c) Employment Protection Provision
Note: This clause shall apply in the event of restructuring of the Employer's business.

This clause applies to restructuring (as defined in section 690I 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.

In the event a restructuring will affect your position, 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 employee.

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. 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. As this is part of a collective, this fact should be made known to the "other party".

However, whether the other party offers the staff member ongoing employment and on what terms and conditions, will ultimately be the decision of that other party. As this is part of a collective, this fact should be made known to the "other party".

Two options may be offered. They are:

- The other party does offer the staff member employment on terms and conditions which are no less favourable than their existing terms and conditions including recognition of an employee's previous service. The staff member may accept this offer to transfer to the other party or the staff member may decline the offer. If the staff member accepts or declines the offer then they will not be entitled to any redundancy compensation from the University.
- If the staff member is not offered employment, by the other party, then the employer will consult with the staff member regarding whether there are any suitable alternative positions available. If none can be identified or offered to the staff member then they will be entitled to two months' notice and redundancy compensation as per Appendix C (k) in this agreement.

Redeployment:

- (d) 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.
- (e) 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.
- (f) Employees who are offered a position in the University, which by mutual agreement is comparable to their existing position, such agreement not to be unreasonably withheld, and who decline appointment, will not be eligible for redundancy compensation.
- (g) 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 they were initially redeployed.
- (h) 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 contract of employment 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;
 - (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;
 - (iii) Where the position ceases beyond two years of redeployment no severance payment will be made.

Redundancy:

- (i) 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.
 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.
- (j) 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.

Contracting Out:

- (k) Where the employment of an employee engaged in an activity of the University comes to an end because that activity is sold or transferred, the employer shall request that the person who acquires that activity offer 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.

Where the employee accepts such an offer, the employee shall not be entitled to any severance payment under clause (i) of this Appendix.

Where the employee declines to accept the position, the employee will consult with the employer over redeployment and other options contained in clauses c) to i), including the following option.

Where the person acquiring the activity offers a different role or employment on less favourable terms and conditions, the employee(s) and their union representative(s) may, at their sole option, negotiate with the University over the terms and conditions surrounding termination of employment with the University and acceptance of employment with the new employer.

APPENDIX C: GRANDFATHERED RETIREMENT LEAVE ELIGIBILITY

The following employees were employed prior to 30 September 2006 and are therefore eligible for retirement leave under clause H6.1.1:

Van Hulzen, Michael
Fell, Jason
Hussey, Shaun
Tiauli, Tauheetia
White, James Manu
Irving, John Percy
Bearda, Martin
Chandra, Prakash
Tike, Pauli Asi

E TŪ Organiser is:

Paul Graham

Phone: 0800 186 466

Mob: 027 204 6337

Email: paul.graham@etu.nz

Mail: Private Bag 92645 Symonds St AUCKLAND 1150

TEU Organiser is:

Jane Kostanich

Phone: (09) 373 7599 Ext 85169

Mob: 021 390 835

Email: jane.kostanich@teu.ac.nz

Mail: TEU Level 4 Fisher Building 18 Waterloo Quadrant

Private Bag 92019 AUCKLAND

Location: Level 4 Fisher Building

ATTACHMENT: ROSTER FOR REFERENCE

Attached Roster for reference. This roster will be fully implemented by 24 October 2011

New 5 week 8 and 12 Hour Shifts Roster

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	hrs
Week 1	M	M	M	M	M	RDO	RDO	40
Week 2	A	A	A	A	A	RDO	RDO	40
Week 3	N	N	N	N	N	N12	N12	64
Week 4	RDO	RDO	RDO	RDO	RDO	D12	D12	24
Week 5	RDO	SPARE	SPARE	TRAINING	SPARE	RDO	RDO	32

- M - 06:30 to 15:00
- A - 14:30 to 23:00
- N - 22:30 to 07:00
- N12 - 19:00 to 07:00
- D12 - 07:00 to 19:00

SPARE - mornings or afternoons depending on staffing requirements. Week remains flexible (any 4 days during this we

Training day from 10:00 to 18:00

RDO - Rostered day off

Total hours over 5 weeks - 200
 Average hours over 5 weeks = 40

- M - Meal breaks:
 - 1st break - 30 minutes between 09:00 and 10:00
 - 2nd Break - 30 minutes between 12:00 and 13:00
- A - Meal breaks
 - 1st Break - 30 minutes between 17:00 and 18:00
 - 2nd Break - 30 minutes between 20:00 and 21:00
- N - Meal Breaks
 - 1st Break - 30 minutes between 01:00 and 02:00
 - 2nd Break - 30 minutes between 04:00 and 05:00
- N12 Breaks -
 - 1st Break - 30 minutes between 10:00 and 11:00
 - 2nd Break - 30 minutes between 15:00 and 16:00
- D12 Breaks
 - 1st Break - 30 minutes between 22:00 and 23:00
 - 2nd Break - 30 minutes between 03:00 and 04:00