

B: OTHER TERMS AND CONDITIONS OF APPOINTMENT

This agreement is for casual work from time to time as an Associate Teacher (see the attached duties schedule) at your centre. Each period of engagement (practicum) will constitute a separate individual agreement on the terms set out in the *Terms of Employment*. The approximate hours and precise dates for which you will be required will be advised to you for each engagement (practicum), or notified in writing.

In accepting each engagement (practicum) you expressly acknowledge that your employment will cease on the termination date notified at the time, and that there is no promise of ongoing employment unless such a promise is expressly notified to you by us in writing. The reason for the casual nature of the employment is that supervision of students on practicum is required only intermittently and accordingly we have no ongoing need for employees to carry out those duties.

University Policies: The Employee is required to comply with the policies of the University of Otago including the University's Smoke-Free Policy, the Ethical Behaviour Policy, and the Accident Reporting and Rehabilitation Policy. These can be viewed on line at <http://www.otago.ac.nz/humanresources> or provided by the supervisor on request.

Confidentiality: During the term of employment and at all times thereafter the Employee will maintain the confidentiality of the University's business including research information, student and staff information and all other information of a commercially sensitive nature. The Employee will not make use of any information or documents to which the Employee has access during their employment at any time thereafter, except on behalf of the University.

Holiday Pay, Other Leave and Public Holidays: Payment of 8% holiday pay will be paid on a pay-as-you-go basis. Sick leave will be without pay, unless six months continuous service is completed in which case the provisions of Section 63 in the Holidays Act 2003 will apply. Payment will only be made for a Public Holiday not worked, where it falls on a day the Employee would normally have worked under an established pattern of work. Where the Employee is required to work on a Public Holiday they will be paid at the ordinary rate for the hours worked and paid a penalty payment of half the ordinary rate for the hours worked. In addition, if the day is a day the Employee would normally have worked under an established pattern of work, they will receive an alternative holiday as provided in Holidays Act 2003.

Termination: Either party may terminate this Agreement by giving one day's notice in writing to the other party, except the University reserves the right to terminate without notice for serious misconduct.

Employment Relationship Problems: The University of Otago plain language explanation of the employment relationship resolution process is attached and forms part of this employment agreement. It is also available on line at <http://www.otago.ac.nz/humanresources>

Right to seek advice: Under the Employment Relations Act 2000 the Employee is entitled to seek independent advice before accepting this individual employment agreement, and will be given reasonable time to do so, should they wish to.

C: EMPLOYMENT RELATIONSHIP PROBLEM RESOLUTION PROCESS

Employment Relationship Problems

Employment relationship problems include such things as personal grievances, disputes about the interpretation or application of employment agreements, or other workplace issues that may harm the employment relationship, but does not include problems with the fixing of new terms and conditions of employment.

Raising the Problem

If you think you have a problem in your employment, then you should raise it with your Head of Department or Manager as soon as possible, so we can try and resolve it with you. If for any reason you feel unable to raise it with your Head of Department, you should approach another appropriate manager or an Adviser in Human Resources. In some cases, there is a **time limit** on when you have to do this – see "Personal Grievances" below.

Representation

At any stage, you have the right to seek advice and support from your union or a representative. We will work with you and that person to try to resolve the problem. Information may also be sought from the Department of Labour Mediation Service at any time.

Mediation Services

If we are unable to resolve the problem, then either party can contact the Department of Labour Mediation Service (a government department) for free assistance. The mediator will try to help us resolve the problem, but won't make a decision as to who is right or wrong unless both parties want this.

IMPORTANT NOTES:

- When completed and appropriately authorised, two additional copies should be made of this Casual Staff Agreement.
- The original should be forwarded to Payroll Services, together with an IR330 if required.
- One copy must be given to the Employee, the other retained in the Department
- An authorised timesheet payment request detailing hours worked is required by Payroll Services before payment can be made.
- A separate Casual Staff Employment Agreement is required for each separate casual job held, ie in different departments, or work at different pay rates.