



**MANAGEMENT INDIVIDUAL
EMPLOYMENT AGREEMENT**

**BETWEEN THE
UNIVERSITY OF OTAGO**

AND

1 July 2022

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UNIVERSITY OF OTAGO
Te Whare Wānanga o Otāgo
MANAGEMENT INDIVIDUAL EMPLOYMENT AGREEMENT

BETWEEN: The Vice-Chancellor, University of Otago ('us', 'the employer')

AND: _____ ('you', 'the employee')

SECTION A: INTRODUCTION

1. This agreement is made pursuant to the Employment Relations Act 2000. Either party may propose alterations to or deletions from this agreement at any time and these shall be given serious consideration by the other party.
2. The duties and functions carried out by you and the reporting relationships are to be set out in the job description and you will be required to carry out these duties and functions, together with such duties as can reasonably be regarded as incidental thereto.
3. Any of the duties, reporting relationships, or other matters which are specified in the job description may from time to time be altered by us following consultation with you.

SECTION B: HOURS OF WORK

1. The core hours are 8.30am to 5.00pm, Monday to Friday, with one hour for lunch each day, however you shall work such hours as may be reasonably required to carry out the responsibilities of this agreement. These will not normally exceed 40 hours per week to be worked at such times on such days as we may require.
2. With our agreement you may be allowed time off in lieu at such times as are convenient to us on the basis of one hour off for each extra hour worked.

SECTION C: REMUNERATION

1. The salary for the post will be specified in the letter of appointment.
2. At least once a year we shall review your performance and salary using the criteria outlined in the relevant performance and development review process.
3. If the Government provides funding specifically for salary increases during the term of this agreement, the University will increase staff salaries accordingly.

SECTION D: SUPERANNUATION

1. You may choose to belong to UniSaver New Zealand in accordance with the provisions of that Scheme.
2. If you are not eligible or choose not to join UniSaver you may choose to join KiwiSaver. As the University is a KiwiSaver exempt employer it will not enrol you automatically for KiwiSaver. If you wish to join, complete the application form available at www.kiwisaver.govt.nz and return it to Payroll who will start the deductions.

SECTION E: FLEXIBLE WORKING FROM HOME

1. There is a fundamental expectation that all staff will routinely be at work on campus so they are available to assist students, so that students see the University as a place of active scholarship and so that staff can benefit from each other and contribute constructively to their departments culture and activities.
2. The University encourages managers to be flexible when considering applications to work from home. Heads of Department and Managers may approve staff working away from campus where this is of benefit to the department and/or the individual.
3. Applications to work from home may be made by any staff members where the nature of at least some of their work means it can be completed effectively from home.
 - a. Requests may be made for either blocks of time related to specific projects or for regular, specified periods of time.
 - b. The work to be carried out from home must be specified at the time the request is made.
 - c. Staff members working from home must be available to attend work during the ordinary hours of work and to undertake any on-campus activities required.
 - d. The department, where possible, will make equipment available to work from home.
 - e. Applications will be considered in accordance with the University's Flexible Working Arrangements Policy.
4. This section does not apply to staff who routinely work off campus.

SECTION F: ALLOWANCES

1. Travelling on University Business

Reimbursement will be made for fair and reasonable expenses as outlined in the relevant University Policy.

2. Te Reo / Tikanga Allowance

Where employees to provide skills in Tikanga Maori, Te Reo Maori in circumstances outside of their normal job requirements and where such duties are above and beyond the normal requirements of the employee, (for example the community has an expectation that someone from the University will attend an event) the University shall recognise such contributions where appropriate supporting information is provided. This will be by way of an agreed financial recognition or in some other agreed manner.

SECTION G: HOLIDAYS AND LEAVE

For the purposes of leave provisions, part-time employees working less than five days per week or less than 52 weeks per year receive a pro rata entitlement.

1. Public Holidays

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, Anniversary Day (local) or day in lieu, Christmas Day, Boxing Day.

- a. The University observes Easter Tuesday in lieu of Anniversary Day in Otago (Otago Campus). In the event of a public holiday falling on a Saturday or a Sunday, such public holiday shall be observed on the succeeding Monday, and in the event of another public holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.
- b. When required by us, you shall work on the day a public holiday is legally observed and shall be paid at time and a half for all hours worked and shall, in addition, receive another day off in lieu.
- c. Where a Public Holiday is a day which would otherwise be worked and we require you to work, then you will be paid the rate of pay which you would have received if you had worked that day, a penalty payment equal to 50% of your normal hourly rate for the hours actually worked plus a whole paid alternative holiday. If you do not usually work on a public holiday, but do work, you will be entitled to time and a half for the time worked, but not an alternative holiday. These provisions shall not apply to employees who choose to work on a public holiday without a request from us.
- d. Where we require you to be on call on a public holiday which would otherwise be worked and there are restrictions imposed by the on call condition on your freedom of action such that you have not had a whole holiday, you shall be entitled to an alternative holiday. If you are on call and are required to work on a public holiday, you shall be paid a penalty payment equal to 50% of your normal hourly rate for the hours actually worked plus a whole paid alternative holiday.

- e. Full-time staff whose specified hours of work are not Monday to Friday will receive the same number of public holidays as other staff. In the event of a public holiday falling on a day the full-time staff member does not normally work, the staff member will be entitled to a paid holiday to be taken on any other day agreed between the parties.

2. Holidays Falling during Leave or Time off

- a. Leave with pay: where a public holiday falls during a period of annual leave or sick leave with pay, you are 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 you have ceased work prior to leaving the University, unless you have worked at any time during the fortnight ending the day on which the holiday is observed.
- b. Leave without pay: you shall not be entitled to payment for a recognised holiday falling during a period of leave without pay, unless you have worked at any time during the fortnight ending on the day the holiday is observed.

3. Annual Leave Entitlement

- a. Annual Leave of five weeks shall be allowed in accordance with the Holidays Act 2003.
- b. Your wishes concerning the timing of leave will be met as far as possible. However, where this is not convenient to us, we may decline to grant leave or may direct you to take leave at a certain time.
- c. You will submit your leave requests via the Web Kiosk leave approval system.
- d. You agree to have annual leave paid in the pay that relates to the period during which the leave is taken unless you request payment for the leave to be made before the holiday is taken.
- e. Wherever possible you will have the opportunity to take all leave due in any one leave year. If you have an accrued annual leave entitlement greater than 10 days, you will take annual leave from the first normal working day following 1 January in the following year for a period sufficient to reduce the carry forward balance to a maximum of 10 days, unless we expressly agree otherwise in writing.
- f. With our written approval, you may take annual leave in anticipation of entitlement. The number of days anticipated shall not exceed the amount of accrued leave.
- g. There will be an annual closedown period between Christmas and New Year each year during which time staff will take annual leave. The anniversary date from which annual leave entitlements are calculated will be 1 December each year.

- h. Your annual leave entitlements are also detailed in Part 2 of the Holidays Act 2003 – Holiday and Leave entitlements. You are encouraged to make yourself familiar with this information. Further information is available from www.employment.govt.nz.

4. Sick Leave

- a. You are entitled to Sick Leave on pay as set out in the schedule below, or Sick Leave without pay may be granted on production of a medical certificate.
- b. All sick leave is to be computed on working days only.
- c. You will receive 10 days of sick leave on appointment and a further 10 days for each 12 months of service after, with a maximum accumulation of 260 days.
- d. This leave is inclusive of the provisions of the Holidays Act 2003.
- e. We may require you to undergo an examination by a registered medical practitioner of our choice where it is considered that your performance may be impaired by a possible medical condition. Should you be found to be unfit to perform your full duties you may be placed on sick leave (with or without pay) until cleared to return to full duties. The cost of the medical examination will be met by us.
- f. You should notify absence due to sickness to our representative whenever possible not less than 30 minutes, and preferably three hours or earlier, before 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, we may take such action as we deem necessary to investigate and determine the matter.
- g. When sickness occurs during annual or long service leave, we will permit the period of sickness to be debited against sick leave entitlement provided a medical certificate is produced.
- h. These sick leave provisions apply equally when you are unable to attend work due to your illness and when you are required to attend to the ill health of a person dependent on you.
- i. You will submit your leave requests via the web kiosk leave approval system.

5. Parental Leave

Parental Leave shall be granted in terms of the University's Parental Leave Policy

6. Long Service Leave

- a. In addition to holidays and annual holidays specified elsewhere in this agreement, you shall be entitled to special holidays of:
 - two weeks on completion of 10 years' continuous University service, and
 - one week for every five years thereafter.

Each entitlement is to be used before the next entitlement is due.

- b. Employees who, at the date of settlement of this agreement, have more than 25 years continuous service but less than 30, more than 30 years continuous service but less than 35 years and so on, shall receive the new entitlement.
- c. Long service leave is a leave entitlement and will not be paid out under any circumstances, other than where you are made redundant under the provisions detailed in Section K.
- d. It is the intention that when you take long service leave your remuneration remains unchanged, hence all long service leave, including that for the grand parented provisions, will be calculated at the full-time equivalence and salary applicable at the time directly before taking the leave. Where this causes issues, it can be considered on a case-by-case basis.

7. Jury Service Leave

Where you are called upon for jury service you will be entitled to special leave with pay. You should ensure that all fees payable by the Court other than for service performed on a weekend or rostered day off are paid to us. You may retain any expenses reimbursed by the Court.

8. Witness Leave

Where you are called as a witness in a private capacity for a Criminal or Traffic case, up to three days of paid leave may be granted. If fees and expenses are recovered by you from the party calling the witness, then you shall repay the fees to us.

9. Bereavement/Tangihanga Leave

- a. You shall be granted bereavement leave on full pay to discharge your obligations and/or to pay your respects to a deceased person with whom you 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).
- b. In granting time off, and in specifying the duration, we will administer these provisions in a culturally sensitive manner taking into account the closeness of the association between you and the deceased, which association need not be a blood relationship; whether you have to take significant responsibility for any or

all of the arrangements to do with the ceremonies resulting from the death; the amount of time needed to discharge properly any responsibilities or obligations.

- c. Reasonable travelling time will be allowed, but for cases involving overseas travel that may not be the full period of travel.
- d. A decision will be made as quickly as possible so that you are 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.
- e. If paid bereavement leave is not appropriate, then annual leave or leave without pay may be granted, but as a last resort.
- f. If a bereavement occurs while you are absent on annual leave, sick leave on pay, long service leave (except when this is taken after relinquishing 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 you are on leave without pay.
- g. Following pregnancy loss, the same leave entitlement shall apply as set out in clauses 9. a-f.

10. Study Leave

- a. You may be granted study leave to enable you to further your professional development, to complete qualifications, and to attend courses, conferences and seminars which are considered by us to be relevant to your employment.
- b. Provisions for this and other forms of study leave are at our discretion.
- c. We may meet some or all of the costs of tuition where you are enrolled for a course of study in the University which is relevant to your work and has been approved by us. We may also approve attendance at courses elsewhere without being required to pay tuition fees

11. Discretionary Leave

We may grant you Discretionary Leave with or without pay on such terms and conditions as we may deem fit.

12. Domestic Violence Leave

- a. 10 days will be granted in accordance with the University Domestic Violence Policy to an employee who experiences domestic violence.
- b. In order to provide support to employees experiencing domestic violence and to provide a safe work environment to all employees the employer will consider reasonable and practical requests from an employee experiencing domestic violence to changes to work arrangements. These changes may be to hours or

pattern of work, contact details, location of work or duties or any other changes which may improve the safety of the employee and/or their co-workers.

SECTION H: GENERAL PROVISIONS

1. Confidentiality

- a. You will maintain professional requirements of confidentiality.
- b. Under no circumstances shall you make statements to the media about matters concerning the University without consent from the Director/Pro-Vice-Chancellor of your Division.

2. Health and Safety

- a. We shall encourage safe work practices as outlined in the University policies and guidelines.
- b. Where necessary we shall provide suitable protective clothing, footwear, safety spectacles and equipment and instruct you in their use. Where justified by the nature of the work prescription, we shall provide hardened lenses. Should a change in prescription require a change in lenses, then we shall pay the difference in cost between normal and hardened lenses plus the cost of standard safety frames if required. Laundering or dry cleaning of all protective clothing shall be our responsibility and shall be carried out on a regular basis. Where you suffer damage to clothing while wearing protective clothing you shall be financially reimbursed for the damage. You shall be under an obligation to make use of safety clothing and equipment we provide. Repeated failure to do so shall constitute misconduct

3. Policies and Procedures

- a. Recognising the unique position of the University of Otago as critic and conscience of society as set out in the University Charter and acknowledging the principles of Academic Freedom as set out in s161 of the Education Act 1989, we undertake, at all times, to act as a good employer by following a procedure which is fair and based on the principles of natural justice.
- b. All policies, procedures, statutes and regulations relating to employees shall be binding on us and you. Nothing in these policies or procedures shall be inconsistent with this agreement, but should this occur, the agreement will apply. We may, from time to time, vary these provisions or we may issue new ones.
- c. Both parties recognise the University's commitment to its obligations under the Treaty of Waitangi and the University's Māori Strategic Framework. We will support and encourage you to develop an understanding of the Articles and

Principles of Te Tiriti o Waitangi and to engage fully in the implementation of the strategic goals of the Māori Strategic Framework within the University community.

4. Payment of Salaries

Payment shall be fortnightly, by direct credit to a bank account.

5. Deductions

Deductions may be made from all monies owed or paid including holiday pay; for overpayment; default, by agreement; for sickness or other applicable absence in excess of paid entitlement specified in this agreement; debts owed to us or as otherwise provided in this agreement.

6. Personal Grievance and Disputes Procedure

Personal grievances and disputes shall be dealt with in accordance with the Employment Relations Act 2000.

SECTION I: ABANDONMENT OF EMPLOYMENT

When you are absent from work for a continuous period of four working days without notification to the employer, you shall be deemed to have abandoned employment unless you were able to show that such absence was through no fault of your own.

SECTION J: TERMINATION OF EMPLOYMENT

1. Notice

- a. Notice of termination shall be three months by either party but this may be reduced by mutual agreement.
- b. The above provisions shall not prevent us from summarily dismissing you for serious misconduct.
- c. We may require you to relinquish employment based on the certificates of two medical practitioners nominated by us certifying that you are no longer capable of undertaking the full duties of the position. We will meet the costs of such medical examinations. In these circumstances we will normally give you not less than three months' notice of termination provided that a lesser period may apply by mutual agreement. During the period of notice we will consider redeployment to any vacancy for which you are suited.
- d. If you are declared redundant, not less than two months' notice of termination of employment shall be given. During this period we will consider redeploying you to any similar position which may be available.

2. Retirement

You may retire, with our approval and, in such circumstances, the retirement leave provisions below will apply. In considering any request to retire we will wish to be satisfied that you are in fact retiring and do not intend taking up other paid employment.

Retirement Leave

- a. Where you are retiring, you shall be entitled to retiring leave as set out in the table below.

Years \ Months	0	2	4	6	8	10
10	22	23	24	24	25	26
11	26	27	28	29	29	30
12	31	31	32	33	34	34
13	35	36	36	37	38	39
14	39	40	41	41	42	43
15	44	44	45	46	46	47
16	48	49	49	50	51	51
17	52	53	54	54	55	56
18	56	57	58	59	59	60
19	61	61	62	63	64	64
20	65	66	66	67	68	69
21	69	70	71	71	72	73
22	74	74	75	76	76	77
23	78	79	79	80	81	81
24	82	83	84	84	85	86
25	86	87	88	89	89	90
26	91	91	92	93	94	94
27	95	96	96	97	98	99
28	99	100	101	101	102	103
29	104	104	105	106	106	107
30	108	109	109	110	111	111
31	112	113	114	114	115	116
32	116	117	118	119	119	120
33	121	121	122	123	124	124
34	125	126	126	127	128	129
35	131					

- b. Service for the purpose of retirement leave entitlement and calculation means unbroken full-time employment in the University, together with any other service which we may at our discretion recognise. However, previous service in the State Sector does not qualify for retiring leave where you have accepted voluntary severance.
- c. 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.
- d. In determining the period of service, we may deduct periods of leave without pay exceeding 3 months in total.
- e. Retirement 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.

Grant in Lieu of Retirement Leave

Where you are eligible for retiring leave you may accept, instead of any period of retiring leave to which you are entitled (less any retiring or leave already taken in anticipation), a lump sum gratuity equivalent in value to that leave.

SECTION K: MANAGEMENT OF CHANGE

1. Intent of Provisions

- a. The parties to the agreement accept:
 - i. that change is necessary and that they have a mutual interest in ensuring an efficient and effective workplace;
 - ii. that all parties to the agreement have an important contribution to make to achieving the necessary changes; and
 - iii. that we have the right to manage, organise and make final decisions on the operation and policies of the University.
- b. The parties to this agreement recognise the serious consequences that the loss of employment can have on individual employees and seek to minimise the consequences by means of the following provisions. The principal aim of these provisions will be to place as many surplus staff as possible in alternative positions within the University. All employees who are on parental leave, absence due to illness, study leave, leave without pay or accident compensation are entitled to all of the following provisions.

2. Consultation

- a. The aim of consultation is to ensure that all parties have an understanding of the objectives of any change before any final decision is taken.
- b. In accordance with the aim of consultation, we will consult you if we have a definite proposal which is likely to result in significant changes to either the organisational structure, staffing or work practices affecting you. Where you are an affected employee, the consultative process shall include the following.
 - We provide details of the proposal to you.
 - We provide the information (subject to commercial confidentiality being protected) so that you can form a view.
 - You are given an opportunity to make submissions.
 - We take due notice of what you have to say before taking any final decision within the timeframe required by us.
- c. At this time, you recommend to us any options which you consider will achieve the desired changes. Some options which may be possible recommendations include the following:

- i. *Managed Attrition*

Within the context of a process of organisational change we may operate a policy of managed attrition with the intention of minimising the number of employees affected by the change.

- ii. *Reconfirmation/Redeployment*

When a surplus staffing situation exists, we may either reconfirm you in the same or a similar position, or redeploy you to a position which is available and for which you are suitable.

- Where the employer is proposing a restructuring (as defined by section 69L of the Employment Relations Act 2000) that would, if it occurs, involve the transfer to another employer of the work performed by the employee, the employer will negotiate with the other employer (the transferee) about options that may exist for the employee to transfer employment to the transferee. The negotiations will include discussions on the possible terms of employment the transferee may consider offering to the employee.

In the event that an affected employee does not transfer to the transferee, the relevant provisions in this Schedule will apply, provided that, nothing in this Agreement or any other agreement

shall require the employer to pay compensation for redundancy to the employee if:

- a) The person or agency acquiring the business being sold or transferred has offered the employee employment in the business being sold or transferred at the same location and has agreed to treat service with the employer as if it were continuous with that person or agency and
- b) The conditions of employment being offered to the employee by the person or agency acquiring the business are the same as, or are no less favourable than, the employee's conditions of employment, including the employee's right to bargain collectively and including any service related and redundancy conditions and any conditions relating to superannuation under the employment being terminated and
- c) The offer of employment by the person or agency acquiring the business is an offer to employ the employee in that business whether in the same capacity as that in which the employee was employed, or in a capacity the employee is willing to accept.

d. Reconfirmation

Where reconfirmation takes place the following provisions shall apply:

- i. Where a position is to be transferred into a new structure and where there is only one employee who is a clear candidate for that position and the criteria below are met, then that employee is to be confirmed in the position.
- ii. The criteria for reconfirmation will be as follows:
 - The new job description is the same (or nearly the same) as what you currently do;
 - The salary for the new position is the same;
 - The new position has terms and conditions of employment including career prospects which are no less favourable; and
 - The location of the new position is the same urban area.
- iii. Job descriptions (current and proposed) shall be available to those employees who are to be reconfirmed.

- iv. You may propose reconfirmation where you believe your current job is sufficiently similar to the new job. We will have the final right to decide whether or not reconfirmation is appropriate on the basis of the similarity of the jobs.
 - v. In situations where there is more than one clearly affected candidate, we will consult the affected employees, and the position may be advertised amongst the affected employees, with appointment made as per normal University appointment procedures.
 - vi. Any proposed reconfirmations will be advised to each affected employee. For those employees who meet the criteria and do not wish to be reconfirmed the only option available will be resignation. No severance payment will be made in these circumstances.
- e. Redeployment
- i. Following any reconfirmations, if there are suitable vacant positions available, then we will notify any affected staff of the existence of the position/s and following an expression of interest will consider appointment of an affected employee based on their suitability for the position.
 - ii. Available positions are those known at the time of consideration of this option to be currently in existence or approved for or planned for in the future.
 - iii. In determining the parameters for redeployment, we will deal with cases on an individual basis, with a view to placing as many employees as possible by matching individual skills with positions which require similar skills. This exercise may involve individuals undertaking some on-the-job training or attending training courses. Such training needs will be identified prior to the individual being redeployed.
 - iv. Where you accept redeployment to a new full time or part time position at a lower salary in the same location, an equalisation allowance will be paid for a period of 24 months to preserve your salary at the rate paid in the old position at the time of redeployment. You will not be entitled to any other compensation.
 - v. The salary can be preserved by your agreeing to one of the following ways:
 - vi. A lump sum to make up for the loss of basic pay for the 24 months immediately following redeployment. The lump sum will not be abated by any subsequent salary increase; or
 - vii. An on-going allowance for the 24 months immediately following redeployment equivalent to the difference between the present salary (including superannuation) and the new salary. The allowance will not be

abated by any subsequent salary increase for the new position during the 24-month period; or

- viii. Where you have approval to retire within 5 years are appointed to a position carrying a lower salary, you will retain your present grade and salary unabated and your salary will be increased in line with any subsequent salary increases. This difference cannot be cashed up.
- ix. Where you are a member who contributes to the Government Superannuation Fund and are within 5 years of your approved retirement you may elect to continue contributing at the previous higher salary rate and we will pay the required employer contribution at that higher salary for up to 5 years.
- x. Where you decline an offer of redeployment under the above terms following their expression of interest you will not be entitled to redundancy compensation at the expiry of your period of notice.
- xi. Within the first six months you and we may agree that you are not suited to the position. Severance will be effective immediately on the agreement being reached and no further notice shall be given nor required. Where you are in these circumstances you shall receive a redundancy payment as per clause 3 d, below.

3. Surplus Staff

All affected employees not placed by Reconfirmation or Redeployment as described in Section 3 above are surplus from the date of notification of disestablishment of the position in writing from us.

a. Notice

The minimum period of notice will be that required in Section I (*Termination of Employment*) of this agreement, except where it is reduced by agreement between the parties.

We may at our sole discretion cash up any period of notice rather than require it to be worked out.

Reduction in notice will not be withheld where a surplus staff member obtains employment outside of the University during this period. In this event, severance payment will be made as per the relevant formula in this agreement.

b. Job Search

All affected employees from the time of being given notice under c.(i) above will be allowed to take reasonable time on full pay to prepare a curriculum vitae, attend counselling with counsellors agreed by the employer, attend job interviews and attend job training. Reimbursement shall be made for reasonable costs incurred in

preparation of a curriculum vitae and counselling referred to previously. The costs of job training may also be met but will be decided by us on a case by case basis.

c. Options

Within the period of notice, and in addition to considering any new opportunities for reconfirmation or redeployment which may arise, the employer and affected staff will consider which of the following options may be appropriate and how they will be applied. The final decision on use of these options rests with the employer.

The options are:

i. Retraining

Retraining involves a significant career move to another position in the University and some formal retraining. Salary and training expenses would not normally exceed the amount of the full severance payment.

Before retraining commences agreement will be reached on the criteria for any bond conditions, if necessary, and for placement in the University (location, job type, salary range etc) where it is considered that the retraining will result in continuation of employment with the University.

ii. Temporary Position

We may establish a temporary position may to provide alternative work for you pending an expected suitable vacancy. If the vacancy does not eventuate then the surplus staff provisions will apply.

iii. Leave with Pay

Leave with pay can be agreed to allow you to pursue other job options inside or outside the University for an agreed time period. This leave with pay forms part of the severance payment and the portion used whilst on leave with pay will be deducted from any final severance payment. Leave with pay cannot exceed the amount of the full severance payment. You may not take up other work during the period on pay except for secondary employment already approved.

iv. Other Options

Other options, or variations to the above options may be agreed between us and you.

d. Redundancy

- i. At the expiry of the period of notice if redundancy is necessary, a severance payment will be paid according to the following formula:

Continuous Service with the University (years)	Payment (weeks)
Up to 1	6
1 year and up to 2	8
2 years and up to 3	10
3 years and up to 4	14
4 years and up to 5	18
5 years and up to 6	22
6 years and up to 7	24
7 years and up to 8	26
8 years and up to 9	28
9 years and up to 10	30
10 years and up to 11	32
11 years and up to 12	33
12 years and up to 13	34
13 years and up to 14	35
14 years and up to 15	36
15 years and up to 16	37
16 years and up to 17	38
17 years and up to 18	39
18 years and up to 19	40
19 years and up to 20	41
20 years and up to 21	42
21 years and up to 22	43
22 years and up to 23	44
23 years or more	45

- ii. Service for the purpose of determining years of continuous service means unbroken full-time or part-time employment, but excluding:
 - a. periods of casual employment as defined in the University's Casual Staff Employment Guidelines; and
 - b. employment while a student currently enrolled at a tertiary institution in an undergraduate course of study of 0.6 EFTS value, or 0.5 EFTS value for postgraduate study, or greater, over an academic year and for less than 20 hours per week during semester time or up to full-time during vacations
- iii. Periods of approved leave without pay shall not be considered to break a period of service but will be discounted in calculating the number of years of service. Periods of absence without pay for up to five years for the purposes of childcare (which may include parental leave) and parental leave will not be considered to break a period of service but will be discounted in calculating the number of years of service.

- iv. Where you are on parental leave, the calculations shall be based on the salary rate at the time of taking leave.

APPENDIX A: EMPLOYMENT RELATIONSHIP PROBLEM RESOLUTION PROCESS

1. 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.

2. 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.

3. 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.

4. 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.

5. Employment Relations Authority

If the problem is still not resolved to your satisfaction, then you can apply to the Employment Relations Authority to have the problem investigated and a determination made. This decision can be appealed, by either party, to the Employment Court and then to the Court of Appeal.

6. Personal Grievances

If your employment problem is a personal grievance (i.e. unjustified dismissal, unjustifiable disadvantage, discrimination, duress, sexual or racial harassment), then you must raise it within 90 days of the problem actually occurring or coming to your attention for the first time. A personal grievance can only be raised outside of this timeframe with the agreement of the employer, or whether the Employment Relations Authority deems there to be exceptional circumstances.

You should raise any personal grievance with your Head of Department or Section as above. It is preferable that you put your grievance in writing, but this is not compulsory. You may ask your union or representative to raise the grievance on your behalf.

7. University of Otago Ethical Behaviour Policy

Certain types of employment relationship problems may be able to be dealt with through the University of Otago Ethical Behaviour Policy and Procedures, particularly any problems involving the behaviour of another member of the University community. This policy is available on the University website (<https://www.otago.ac.nz/administration/policies/>)

8. Human Rights Commission Procedures

If you believe you have a grievance based on discrimination or sexual or racial harassment an alternative procedure is available through the Human Rights Commission. However, you cannot refer your grievance to both the Human Rights Commission as a complaint and to the Employment Relations Authority as a personal grievance. You have to choose one option or the other.