



UNIVERSITY OF OTAGO

EDUCATION SUPPORT SERVICES STAFF INDIVIDUAL EMPLOYMENT AGREEMENT

1 July 2021 – 30 June 2023

Table of Contents

PART 1: COVERAGE	1
1.1 PARTIES TO AGREEMENT.....	1
1.2 COVERAGE.....	1
1.3 TERM OF THE AGREEMENT	1
1.4 ADMINISTRATION OF THE AGREEMENT	1
1.5 SAVINGS	1
1.6 DEFINITIONS.....	2
1.7 INADVERTENT OMISSIONS AND LETTERS OF UNDERSTANDING	3
1.8 UNIVERSITY POLICIES AND CODES OF ETHICS.....	3
PART 2: TERMS OF EMPLOYMENT AND HOURS OF WORK	4
2.1 APPOINTMENTS	4
2.3 ANNUAL WORKLOAD	5
2.4 ALLOCATION OF WORKLOAD	6
2.5 FLEXIBLE WORKING FROM HOME	8
2.6 PROFESSIONAL DEVELOPMENT.....	8
2.7 APPRAISAL.....	9
2.8 RETIREMENT.....	10
2.9 RETIREMENT LEAVE.....	10
2.10 COMMENCEMENT OF RETIRING LEAVE.....	11
2.11 TERMINATION	11
2.12 CONFIDENTIALITY.....	11
PART 3: LEAVE.....	11
3.1 ELIGIBILITY.....	12
3.2 HOLIDAYS ACT 2003	12
3.3 APPROVAL	12
3.4 SPECIAL LEAVE WITHOUT PAY	12
3.5 LEAVE YEAR	12
3.6 PUBLIC HOLIDAYS	12
3.7 ANNUAL LEAVE.....	13
3.8 SICK LEAVE.....	13
3.9 ADVISERS TEMPORARILY WORKING REDUCED HOURS ON ACCOUNT OF SICKNESS	14
3.10 ACCIDENT COMPENSATION	15
3.11 PARENTAL LEAVE.....	15
3.12 BEREAVEMENT/TANGIHANGA LEAVE FOR DEATH IN NEW ZEALAND OR OVERSEAS	15
3.13 DOMESTIC VIOLENCE LEAVE.....	15
3.14 SPECIAL LEAVE.....	16
PART 4 - SALARIES.....	16
4.1 SALARY SCALES	16
4.2 SALARIES FOR STAFF APPOINTMENTS	17
4.4 PROMOTION ACROSS A SALARY BAR	17
4.5 PAYMENT OF SALARY	17
4.6 SUPERANNUATION.....	18
PART 5 - ALLOWANCES, REIMBURSEMENTS AND EXPENSES	18
5.1 TRAVELLING REIMBURSEMENT.....	18
5.2 TRANSFER EXPENSES:	19
5.3 EMPLOYMENT RELATED AND DEVELOPMENT EXPENSES REIMBURSEMENT	19
5.5 OTHER ALLOWANCES AND EXPENSES	20

5.6	COMPASSIONATE GRANT	20
5.7	SPECIAL DUTIES ALLOWANCES	20
5.8	TE REO ALLOWANCE	21
PART 6 - SURPLUS STAFFING		21
6.1	INTENT OF PROVISIONS	21
6.2	REVIEW AND CONSULTATION	21
6.3	REDUCTION OF POSITIONS	22
6.4	REASSIGNMENT	22
6.5	SELECTION AND NOTIFICATION	22
6.6	CONDITIONS AND EXPLANATION	23
6.7	PERMANENT PART-TIME	23
6.8	REDEPLOYMENT AND REASSIGNMENT	23
6.9	TECHNICAL REDUNDANCY	24
6.10	SEVERANCE	24
6.11	SUPERNUMERARY EMPLOYMENT	26
6.12	RIGHTS OF ADVISERS DECLARED SURPLUS	26
6.13	DEFINITION OF CONTINUOUS SERVICE	26
6.14	DISPUTES PROCEDURE	27
PART 7 - DISCIPLINARY AND COMPETENCY PROCEDURES		27
7.1	DISCIPLINE	27
7.2	EMPLOYEE COMPETENCY	28
7.4	EQUAL EMPLOYMENT OPPORTUNITIES	28
7.5	ACCESS TO PERSONAL FILE	28
APPENDIX A: EMPLOYMENT RELATIONSHIP PROBLEM RESOLUTION PROCESS		29

UNIVERSITY OF OTAGO
Te Whāre Wananga o Otāgo

EDUCATION SUPPORT SERVICES STAFF INDIVIDUAL EMPLOYMENT AGREEMENT

PART 1: COVERAGE

1.1 PARTIES TO AGREEMENT

1.1.1 This Individual Employment Agreement is made pursuant to the Employment Relations Act 2000 and shall be binding on the parties to it.

1.1.2 The parties to this agreement are the Vice-Chancellor of the University of Otago (hereinafter referred to as “The Employer”) and the person who has accepted the terms and conditions of this agreement (“the Employee”).

1.2 COVERAGE

This is an Individual Employment Agreement (IEA). It is offered to those employees of the University of Otago who are employed as school and/or early childhood support service staff to undertake activities under a Ministry of Education (MOE) School or Early Childhood Education Curriculum, support or Reading Recovery contract, and such other contracts as the Ministry of Education may let from time to time, and who are employed on this agreement.

1.3 TERM OF THE AGREEMENT

This agreement shall be deemed to come into effect on 1 July 2021 and shall remain in effect until 30 June 2023.

1.4 ADMINISTRATION OF THE AGREEMENT

The employer and the employees undertake that this agreement will be administered in accordance with the true intent of its terms and provisions and will give to each other the fullest cooperation to the end that quality education is maintained and enhanced; and that harmonious employment relations be sustained.

1.5 SAVINGS

Unless otherwise specified the terms and conditions of employment of the employees covered by this agreement will be identical with those applying at the date at which this Agreement came into force.

1.6 DEFINITIONS

1.6.1 Annual Work Plan

The Annual Work Plan is the process which establishes the individual work responsibilities of an employee for a particular year.

1.6.2 Class

A group enrolled for an approved course of study, with designated objectives, activities and assignment requirements; with a programme which may be fully or partly timetabled, and which may include activities undertaken by group members individually or severally, whether face to face with the adviser or at a distance.

1.6.3 **College** means the University Of Otago College Of Education, including its Dunedin, Invercargill and all off-campus sites

1.6.4 Delivery

With regard to teaching duties, delivery includes normal course administration, planning and preparation, reading, marking, assessment and evaluation, and any other activity directly related to the normal running of the course.

1.6.5 **Employer** means the Vice-Chancellor of the University of Otago and also means the staff member to whom delegated authority for a specific responsibility has been given by the employer

1.6.6 **Institutional Duties** include work related to

- appraisal/planning
- course advice
- student pastoral care
- special duties delegated by the employer
- course development and review
- required staff development activities
- work-related meetings
- student selection

1.6.7 **“Teaching Staff”** means a member of the staff employed by University of Otago primarily to teach or administer courses and/or programmes.

1.6.8 **“School/ECE Support Staff”, “Adviser” or “Reading Recovery Tutor”** means a member of the staff employed by the Employer primarily to undertake activities under a Ministry of Education School / ECE Support Contract.

1.6.9 **Professional Development** includes such activities as presentation of academic papers, course and conference attendance, academic study, reading, professional reflection and self-review, and professional dialogue, liaison and debate at other institutions or with other colleagues or iwi.

1.6.10 **Research and development** activities shall, during the term of this agreement, continue to be those as defined by the University accreditation agency NZQA, i.e.

- basic / fundamental investigation and applied research
- consultancy
- creative work
- systematic development activity
- professional practice
- creative research leading to the development of new applications
- scholarship

NB: It is important to note that PBRF research, as currently defined by the tertiary funding agency TEC, does not recognize professional practice as a research activity.

1.6.11 **Scheduled Teaching Duties**

Institutionally required class contact through a variety of delivery programmes and formats, including face to face and distance.

1.6.12 **Professional Supervision** includes the following areas and courses:

- 3rd Year Tutoring
- Teaching Practice visiting (1st and 2nd Years)
- Introduction to Teaching and Orientation Courses
- Teaching Practice Research

1.6.13 **School/ECE Support Service Duties**

Activities directed specifically at achieving outputs negotiated under MOE or other Support Service Contracts.

1.6.14 **Site, or Headquarters**

The University of Otago campus that is the main workplace of the employee.

1.6.15 **Reading Recovery Tutors**

Advisers employed for the purposes of implementing the National Reading Recovery or Early Literacy Support interventions.

1.7 **INADVERTENT OMISSIONS AND LETTERS OF UNDERSTANDING**

Any matters inadvertently omitted from this Agreement will be the subject of further discussions among the parties. From time to time the employers and the employees will reach administrative agreements by exchange of letters.

1.8 **UNIVERSITY POLICIES AND CODES OF ETHICS**

Recognising the unique position of the University 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 the employer undertakes, at all times, to act as a good employer by following a procedure which is fair and based on the principles of natural justice.

All policies, procedures, statutes, and regulations relating to employees shall be binding on the employer and employees. Nothing in these policies or procedures shall be inconsistent with this agreement, but should this occur, the agreement will apply. The employer may, from time to time, vary these provisions or may issue new ones.

The employer may, from time to time, vary the provisions of any Human Resources policy or may issue new policies or procedures. Prior to establishing any new Human Resources policy or making a substantial change to an existing Human Resources policy the employer must consult with the Unions. Should the Unions consider that they may not have had sufficient input, the Unions shall advise the employer, either before or at the time the policy or procedure is being promulgated.

PART 2: TERMS OF EMPLOYMENT AND HOURS OF WORK

2.1 APPOINTMENTS

Attention is drawn to the Public Service Act (2020) and the responsibility of the employer to ensure the impartial selection of suitably qualified persons for appointment.

2.1.1 Persons appointed to positions covered by this agreement may be appointed to any one of the following categories:

	Permanent	Non-Permanent	
		Fixed Term	Relieving
Full Time	e.g. Tenured full-time Adviser	e.g. Curriculum Adviser	e.g.: Relieving Adviser
Part Time	e.g. Tenured part-time Adviser	e.g. Staff contracted to undertake specific support service duties	e.g. Staff contracted to replace an absent Adviser for a short period

2.1.2 Advertising of positions

All permanent appointments shall be advertised.

2.1.3 Part-time employees

Part-time employees are entitled to the same conditions of employment as full-time employees. Provided that:

- (a) Salaries and allowances will be paid on a pro-rata basis.
- (b) For paid leave including sick leave such employees will be paid at the same rate that would be paid for their usual working week.

2.1.4 Fixed Term Employees

If a fixed term position is to continue for more than 12 months beyond the expiry date of the agreement, the position shall normally be advertised.

2.1.5 Accreditation

- (a) School and Early Childhood Support Services staff will be required to hold the appropriate accreditation to provide Education Services.

- (b) New Staff will be required to become accredited and will be provided with appropriate support and timeframe to achieve accreditation.

2.3 ANNUAL WORKLOAD

Opportunities for academic development and collaboration with Initial Teacher Education (ITE) will be considered as part of workload allocation.

Clauses 2.3, 2.4, 2.5 may be subject to variation, by agreement between the parties, during the term of this agreement.

2.3.1 Components of Annual Workload

The annual workload of an adviser includes:

- all duties and activities required by the employer, including scheduled support service and teaching duties, professional supervision and scheduled institutional duties;
- related individual professional duties and responsibilities which do not require a timetabled or scheduled component,
- professional development and research and development activities, completed on or off site,
- travel required to undertake scheduled duties.

2.3.2 Workload Formula Principles

The following principles and guidelines are the basis for assessing staff workload;

Advisers

Workload for Advisers is quantified on the basis of annual expectations.

- (a) The expected annual workload is 1800 hours as defined in section 2.3.3.
- (b) The annual workload will consist of 1300 output hours
- (c) It is recognised that the nature of an Adviser's duties is such that the workload is unlikely to be completed evenly. Advisers shall work such hours as are reasonably required to enable them to properly fulfil their responsibilities, at times which may be outside a normal workday Monday to Friday.
- (d) The delivery components of an Adviser's duties will be defined in Output Hours. These hours will be set on an annual basis in consultation with the Adviser.

Senior Advisers 1 and 2

The levels of responsibility and remuneration for these positions make the application of the Adviser workload model inappropriate. Actual workloads will be allocated in the normal way, and monitored by relevant supervisors to ensure they remain within equitable and reasonable parameters.

Reading Recovery

Reading Recovery tutors' major work components are ongoing and cyclic, and do not necessarily readily fit into the Output Hours approach. Reading Recovery tutors will work 1800 hours per annum, and will meet those requirements over 40 school weeks.

2.3.3 Output Hours are made up from: Approximate Hours

- (a) **Work Related Activities & Contract Delivery Administration: 500**
Includes: professional development and research, annual workload planning and appraisal process, staff development commitments, professional meetings, programme planning, networking, output reporting, database entry, travel, and reporting to the Director
- (b) **Contract Delivery Activities: 1300**
This area covers all other duties related to delivery of the contracts. Delivery includes planning, preparation, delivery and evaluation.

The designated output hours committed to each Contract should be estimated and valued separately, and is the responsibility of the Director. In service teacher development course requirements are subject to negotiation between the OUCOE and the contractee (i.e. the business unit). Any workload hours designated for this service is part of the 1125 delivery hours and will be fixed by agreement with the adviser(s) involved, taking into account established workload.

2.4 ALLOCATION OF WORKLOAD

2.4.1 Allocation through Annual Work Plan

The employer shall allocate annual workload through the preparation of an Annual Work Plan by the employer and the employee.

2.4.2 Factors to be considered during preparation of Annual Work Plan

In preparing the Annual Work Plan the employer and the employee shall recognise and have regard for:

- (a) The scheduled duties required of the employee, and the times at which those duties must be carried out;
- (b) Those activities of the employee which are part of the employee's work but which fall outside the scheduled duties, including professional development activities;
- (c) The annual and any other leave entitlements of the employee.

2.4.3 Timing of Annual Workload Allocation

Annual workload for any year shall be allocated by the employer prior to the conclusion of the previous working year. However annual workloads may be adjusted outside these desirable time frames due to factors such as unexpected staffing and programme changes.

2.4.4 Work Plan Mediation

Where the employer delegates authority for work plan preparation, mediation procedures shall be available in the event of any disagreement between the parties. Should mediation fail to resolve the disagreement the matter will be referred to the employer for decision.

2.4.5 Changes to Allocated Workload

Where changes to allocated workload are required by the employer during the course of the year, this will normally be by reallocation of workload within the agreed annual unit totals. Such changes should be within the area of professional competence and expertise of the employee and reasonable notice of the changes will be given.

2.4.6 Compensation for Additional Workload Undertaken

This clause applies to all employees who, with the prior authorisation of the employer, undertake additional duties over and above the agreed annual workload parameters. Where an employee is required to undertake additional duties over and above agreed annual workload parameters, compensation for such additional workload will be paid at ordinary time unless some other form of compensation is mutually agreed.

2.4.7 Allocation of Administrative, Management, Coordination and Leadership Duties

Some administrative and management duties are expected of all Support staff, and in particular those beyond the first salary Bar. Recognition of major management and coordination responsibilities will be through salary or time allowances in addition to the base salary step. [Refer Clause 5.7.2]

Staff who have moved beyond the First Salary Bar

An Adviser who has moved beyond the first Bar may be allocated co-ordination, administrative or other leadership duties as part of their workload.

Examples of such duties include:

General duties around coordinating and milestone reporting, e.g.

- Co-ordinating sectional reports (or part thereof)
- ensuring templates understood and writing reflects requirements

Special duties, e.g.

- Co-ordinating delivery of Contract outputs involving relatively small numbers of hours and/or staff
- Assisting the manager of the business unit to formulate a short course programme

Leadership roles, e.g.

- Team PD co-ordination
- Whole team activities at full and sub team levels
- Active and effective part in Education Support Service and wider community committees
- Effective mentoring of new or less experienced staff

2.4.8 The parties agree that during the term of this agreement a session will be convened to review aspects of Part 2.4.

2.5 FLEXIBLE WORKING FROM HOME

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.

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.

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.

This section does not apply to staff who routinely work off campus.

2.6 PROFESSIONAL DEVELOPMENT

2.6.1 Entitlement

A permanent employee shall be entitled to up to 10 days for professional development activities during each 12-month period of employment. Applications for professional development activities over and above the 10 days entitlement may be made to the employer. Approval for such activities will not be unreasonably withheld.

Applications for professional development funding support may be made to the College Advisers sub-committee which will work within the University Of Otago College Of Education Policy for Allocating Professional Development Funds. Each application will be considered on its overall merits and the availability of funding.

The entitlement of fixed term employees shall be eligible to apply for professional development support under the same conditions as for permanent staff with equivalent conditions of employment and length of service.

For the purposes of measuring Output hours (sect 2.3.3), the time taken for professional development will be considered as part of the Work Related Activities.

2.6.2 Procedures for Agreement on Development Programme

During the Annual Work Plan preparation the employee shall submit to the employer a proposed programme which accounts for professional development activities and professional development activities. The agreed programme shall form part of the Annual Work Plan.

Professional development, activities shall pertain to the academic staff member's professional duties, having due regard for ethical considerations, professional responsibilities, annual appraisal, and the academic and/or professional freedom of the employee.

Reasonable notice shall be given by the employee of the timing of any proposed activities, which will have due regard for the College's operational requirements. Approval for such activities shall not be unreasonably withheld. Costs of approved Professional Development will be met by the employer subject to the criteria for application as noted in 2.5.1

2.6.3 Timing and Location of Professional Development

Some personal professional development that does not have a timetabled or scheduled component may be able to be completed off site. In planning and determining those duties, the following must be taken into consideration:

- the expectation of the employer that the employee will undertake PD on site, except where PD can be more effectively and appropriately carried out elsewhere,
- the responsibility of the adviser to be reasonably accessible and available to the employer,
- the requirement of the employer that the prior agreement of the adviser's manager is obtained when work is to be undertaken off site. Such agreement will not be unreasonably withheld.

2.7 APPRAISAL

Formative appraisal will be the mechanism to ensure accountability with regard to workload factors including:

- The need to reallocate workload where it proves to be inequitable, unsafe or unreasonable;
- the employee completing the allocated duties and responsibilities within the agreed annual timeframe;
- planning, and discussing the progress of, the programme for professional development and research and development activities in the Annual Work Plan.

2.8 RETIREMENT

The employer will approve a request to retire from a permanent employee where that employee is clearly at the end of their career and is withdrawing permanently from substantial paid employment. Approval may be given in other circumstances by mutual agreement including retirement on medical grounds. Employees who wish to retire are to give two months' notice except for retirement on medical grounds.

2.9 RETIREMENT LEAVE

- (a) Retiring employees shall be entitled to retiring leave as set out in the Entitlement table in section f.
- (b) Service for the purposes of retirement leave entitlement and calculation means unbroken full-time employment 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.
- (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 leave due.
- (d) In determining the period of service, the employer may deduct periods of leave without pay exceeding 3 months in total.
- (e) 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.
- (f) Entitlement (in working days) with service of years and months specified.

Months Years	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					

2.10 COMMENCEMENT OF RETIRING LEAVE

- (a) Retiring Leave commences from the working day following the last day of duty. Where annual leave is due the retiring leave commences from the working day following expiry of such leave.
- (b) Grant in Lieu of Retiring Leave. All employees eligible for retiring leave may accept, instead of any period of retiring leave to which they are entitled (less any retiring or leave already taken in anticipation), a lump sum gratuity equivalent in value to that leave.

2.11 TERMINATION

2.7.1 Employment may be terminated at any time by either party giving the other party two months' notice unless a shorter period is mutually agreed.

2.12 CONFIDENTIALITY

Employees shall not at any time or for any reason, whether during the term of the agreement or after its termination, use or disclose to any person any confidential or commercially sensitive information relating to the professional, commercial, or financial operations of the University, or to the personnel of the University, except so far as may reasonably be necessary to enable the employee to fulfil his/her obligations under the employment agreement and job description.

Where information held by the employee relates to issues of individual privacy or professional, commercial, or financial sensitivity, this confidentiality shall be maintained after employment for a period of not less than 12 months, or to a date on which the confidential or commercially sensitive information no longer affects or has the potential to affect the professional, commercial, or financial operations of the University. Employees must not convey or transmit information systems passwords or provide their access to any other person.

The provisions of the Protected Disclosures Act (2000) apply.

PART 3: LEAVE

3.1 ELIGIBILITY

Except where otherwise stated the leave provisions will apply to permanent full-time advisers, permanent part-time advisers, and short-term appointees.

3.2 HOLIDAYS ACT 2003

Unless otherwise specified in this agreement the provisions of the Holidays Act 2003 apply.

3.3 APPROVAL

Leave with or without pay may be granted by an employer subject to the adviser meeting the requirements as set out in the following leave sections. Approval will not be unreasonably withheld.

3.4 SPECIAL LEAVE WITHOUT PAY

An adviser may be granted special leave without pay for up to two years.

3.5 LEAVE YEAR

For the purposes of calculating leave, the leave year shall be 01 December to 30 November in line with the University of Otago's leave year.

3.6 PUBLIC HOLIDAYS

Public Holidays

The following days shall be observed as public holidays. New Years Day, the day after New Years 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. The University observes Easter Tuesday in Lieu of Anniversary Day in Otago and Southland. In the event of a public holiday falling on a Saturday or 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.

Where a public holiday is a day which would otherwise be worked and the employer requires the employee to work, then the employee shall be paid at the rate of pay which the employee would have received if they had worked that day plus a penalty payment equal to 50% of their normal hourly rate for the hours actually worked plus a whole paid alternative holiday. If staff do not usually work on a public holiday, but do work, they 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 without a request from the employer choose to work on a public holiday.

3.7 ANNUAL LEAVE

- (a) All employees are entitled to 5 weeks annual leave in addition to public holidays. This entitlement includes the last working day before Christmas that may be defined as being an annual leave day.
- (b) Annual leave shall be taken, with the prior approval of the employer, at a time that will not interfere with the proper performance of the employee's duties. If an employee has an accrued annual leave entitlement greater than 10 days on 30th November each year, the employee 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 the employer expressly agrees otherwise in writing.
- (c) The employee agrees to have annual leave pay paid in the pay that relates to the period during which the leave is taken unless the employee requests payment for the leave to be made before the holiday is taken.
- (d) All employees will submit their leave requests via the employee kiosk leave approval system.
- (e) 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.

3.8 SICK LEAVE

The following conditions shall apply to all employees:

- (a) Employees, except for those on a fixed term agreement of 6 months or less, are entitled to sick leave on pay as set out in the schedule below, or sick leave without pay may be granted on the production of a medical certificate.
- (b) All sick leave is to be computed on working days only.
- (c) Employees will receive 10 days 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) The employer may require an employee to undergo an examination by a registered medical practitioner of the employer's choice where it is considered that the employee's performance may be impaired by a possible medical condition. Should the employee be found to be unfit to perform their full duties they may be placed on sick leave (with or without pay) until cleared to return to full duties. The cost of the medical examination shall be met by the employer.
- (f) If an employee is absent on sick leave for less than a whole day, such leave is to be recorded on an hourly basis in the web kiosk in whole hours. Absences of less than two hours do not need to be recorded. Where sick leave is used for medical appointments prior approval must be obtained. Approval will not be unreasonably withheld.

- (g) The employee should notify absence due to sickness to their supervisor whenever possible within 30 minutes of normal starting time. A medical certificate will be required for all absences in excess of five consecutive days and may be required for absences of shorter periods. If information is received which indicates that the sick leave entitlement is being misused, the employer shall take such action as necessary to clarify the matter.
- (h) When sickness occurs during annual leave the employer will permit the period of sickness to be debited against the sick leave entitlement provided a medical certificate is produced.
- (i) 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 made if the employee resigns before the next entitlement falls due.
- (j) These sick leave provisions apply equally when the employee is unable to attend work due to illness and when the employee is required to attend to their child, partner or family member including parents, grandparents and grandchildren but not including brothers, sisters and parents- in-law and more distant relatives.
- (k) All employees will submit their leave requests via the employee kiosk leave approval system.

Provision to retain previously accrued sick leave entitlement.

Employees who were bound by this agreement's predecessor and who had accrued sick leave as at 1 July 2007, shall continue to retain those days as accrued sick leave entitlement. These employees shall further be entitled to an additional 8 days sick leave as at 1 July 2007. Further sick leave entitlement shall be granted upon the next anniversary date of the individual employee after 1 July 2007 and on each subsequent anniversary date thereafter in accordance with the sick leave provisions of this agreement up to a maximum accumulation of 260 days.

Employees with previous service within the NZ Educational system:

Upon appointment to a position within the University, accumulated sick leave entitlements earned within the New Zealand State Sector Education service shall be carried over and recognized by the employer upon receipt of a statement of service record being presented during the term of the appointment.

3.9 ADVISERS TEMPORARILY WORKING REDUCED HOURS ON ACCOUNT OF SICKNESS

At the discretion of the employer an adviser who has been on sick leave may return to duty on a reduced hours basis if the advisers doctor so recommends and provides a medical clearance and there would be no staffing or timetabling problems for the university.

- (a) The daily hours not worked are to be aggregated and debited against sick leave on the basis of an 8-hour day.
- (b) Whole days or half days of absence are to be debited as whole or half days.

3.10 ACCIDENT COMPENSATION

3.10.1 Attention is drawn to the Accident Compensation Act 2001. The provisions of this act and amendments shall apply.

3.10.2 When the absence is on account of injury by accident and earnings-related compensation is payable to the adviser, normal pay is to continue and the council is to obtain reimbursement from the Accident Rehabilitation and Compensation Corporation.

3.10.3 If the accident was work related there is no debit against sick leave entitlement. However if the accident was non-work related, the sick leave entitlement is debited to the extent to which the salary payable for the time actually worked plus the earnings-related compensation is made up to give normal full salary.

3.11 PARENTAL LEAVE

As per the University's Parental Leave Policy.

3.12 BEREAVEMENT/TANGIHANGA LEAVE FOR DEATH IN NEW ZEALAND OR OVERSEAS

3.12.1 The employer shall approve bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent).

3.12.2 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement granted in terms of 3.13.1 above. This provision will not apply if the employee is on leave without pay.

Following pregnancy loss, the same leave entitlement shall apply as set out in clauses 3.12.1 and 3.12.2.

NOTE: This entitlement is inclusive of and not in addition to the special leave entitlement provided for in the Holidays Act 2003 and Holidays Amendment Act 2004.

3.13 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.

3.14 SPECIAL LEAVE

3.13.1 Special leave of absence with or without pay may be granted to an employee on such terms and conditions as the employer may from time to time approve. Examples may include:

- (a) Educational activities pertaining to an employee's work
- (b) Employees undertaking overseas educational exchanges on full pay
- (c) Candidacy for General Elections
- (d) Special family reasons
- (e) Emergencies due to natural calamities
- (f) Meetings of statutory authorities, local authorities etc
- (g) Meeting of other educational bodies
- (h) Union business

3.13.2 Leave of Absence with pay will be granted for:

- (a) Attendance by staff council members at University Council Meetings
- (b) Formal court hearings

3.13.3 Any fees received while on paid leave must be refunded to the College.

PART 4 - SALARIES

4.1 SALARY SCALES

4.1.1 The Salary Scale for School and Early Childhood Support Services staff is as follows:

Adviser Band 1	1 July 2021	1 July 2022
ADC 01	71,649	73,440
ADC 02	74,837	76,708
ADC 03	78,852	80,824
ADC 04	82,869	84,940
ADC 05	86,890	89,062
ADC 06	90,908	93,181
ADC 07	93,319	95,652
ADC 08	95,566	97,955
ADC 09	97,678	100,119
Adviser Band 2		
ADC 10	99,788	102,282
ADC 11	101,758	104,302
ADC 12	103,306	105,888
Senior Adviser 1		
SAC 01	104,712	107,330
Senior Adviser 2		
SAC 02	106,120	108,773

4.2 SALARIES FOR STAFF APPOINTMENTS

4.2.1 Salary Rate Payable

In determining an appointee's commencing salary employers shall have regard to the following factors:

- (a) The salary paid to the appointee in their current place of employment;
- (b) The level of remuneration which needs to be paid to recruit the appointee;
- (c) Comparability with the salaries of other advisers employed at the College;
- (d) Appointees who do not come from a paid employment situation should receive a fair and comparable salary assessment taking into account relevant skills, experience and qualifications along with (b) and (c) above.

4.3 MOVEMENT WITHIN THE SCALE

4.3.1 Annual progression of one step within a salary scale, subject to satisfactory performance, applies to ESS staff from Adviser Step 1 progressing through the scale to Step 9, and Adviser Step 10 progressing through the scale to Step 12.

4.3.2 Subclause 4.3.1 takes effect for progressions on 1 February 2023. Performance is reviewed annually through an annual review such as the Professional Growth Cycle process.

4.4 PROMOTION ACROSS A SALARY BAR

4.4.1 Movement across a salary bar is subject to having met to the University's satisfaction the criteria contained in the document "*Professional Criteria for Appointment and Promotion*", based on a recommendation by a Promotion Committee.

4.4.2 The Promotion Committee consists of a representative of the Employer and two representatives of the employees.

4.5 PAYMENT OF SALARY

4.4.1 Salary of Advisers

- (a) The salaries of advisers shall be paid fortnightly.
- (b) The gross salary for the pay period shall be calculated at 14/365ths of the annual salary rate for each fortnight or pro-rata for tenured part-time advisers.
- (c) The salary payment shall be made by direct credit to a bank account nominated by the adviser or by such other method arranged with the employer.

4.3.2 Disbursement of deductions

Subject to the provisions of the Wages Protection Act provision can be made for payments for tax, superannuation deductions, Public Service Investment Society, group insurance deductions, Education Benevolent Society, employee organisation subscriptions, and such other disbursement which are agreed, to be paid direct to the respective funds by the employer.

4.3.3 Permanent part-time Advisers

An Adviser appointed to a permanent part-time position will be paid on a pro rata basis at the salary rate which would be payable if the adviser were employed in a full-time position.

4.6 SUPERANNUATION

4.6.1 All employees, except those receiving superannuation allowance, may belong to the UniSaver NZ superannuation scheme in accordance with the provisions of the scheme.

4.6.2 Where the employee is a contributor to the Government Superannuation Fund the employer will continue to make contributions to the fund except where this is discretionary, in which event the employer may make contributions. Members of the GSF are bound by the provisions of that scheme.

4.6.3 Where the employee is in a fixed term role and is a contributor to the Teachers' Retirement Savings Scheme (TRSS) the employer will pay an allowance to that employee of 3% of the employee's eligible gross salary (as defined in the scheme) and must be paid into the TRSS scheme. The fixed term employee will have no access to the NZ Universities Superannuation Scheme. Should the employee become permanent the TRSS allowance will no longer apply, however they will then be eligible to join the NZ Universities Superannuation Scheme.

4.6.4 Any other arrangements for superannuation allowance already agreed by the Dunedin College of Education prior to 01 January 2007 are deemed to continue while the employees involved continue in the employment of the University of Otago College of Education. These employees will not be eligible to join the UniSaver NZ Superannuation Scheme.

PART 5 - ALLOWANCES, REIMBURSEMENTS AND EXPENSES

5.1 TRAVELLING REIMBURSEMENT

5.1.1 An employee required to travel on official business shall be reimbursed as follows:

(a) **Accommodation** - reimbursement of costs on an actual and reasonable basis, where commercial accommodation is used, and at \$36.45 per night where private accommodation is used. From 1 July 2022 the rate of the allowance \$37.37.

(b) **Travel Allowance**

This allowance is intended to provide for any additional out of pocket expenses related to overnight travel and includes such things as meals, phone calls and all other incidentals.

Travel allowance will be \$68.36 for each full 24-hour period. From 1 July 2022 the rate of the allowance will be \$70.07.

For periods of less than 24 hours requiring a meal, and for additional periods of less than 24 hours, after a full 24-hour period, actual and reasonable expenses will be reimbursed.

5.1.2 Lunch Allowance

When absence from headquarters over lunch break is not a common occurrence, and warning has not been given on the previous working day, the employee is entitled to an actual and reasonable reimbursement of a lunch.

5.1.3 Expenses Incurred in the Use of Private Vehicles

- (a) Where the use of a private vehicle has been approved the employee shall be paid a motor vehicle allowance at a rate determined from time to time by the Inland Revenue Department as per University policy.
- (b) Where the use of a private vehicle would not normally be approved, the employer and the employee may agree on a special allowance or a total amount to be paid.
- (c) Insurance coverage for employees using their own vehicle for work purposes will be as per University policy.

5.2 TRANSFER EXPENSES:

5.2.1 Current Permanent Employees who transfer to a position in a different housing district at the request of the employer or transfers in the course of promotion within the University shall be provided assistance with transfer expenses on the basis that the employee should not suffer loss in respect of actual and reasonable expenses incurred as a result of the transfer.

5.2.2 New employees taking up a position are referred to the University of Otago Relocation Policy for any entitlements towards relocation costs.

5.3 EMPLOYMENT RELATED AND DEVELOPMENT EXPENSES REIMBURSEMENT

The employee will be entitled to apply for a minimum of \$300 grant in aid against the research and development and professional development programme approved as part of the Annual Work Plan.

Each employee is entitled to \$200 by receipt for reimbursement of other employment related expenses, including Conference costs, subscriptions for professional associations and journals, specialist equipment, books, clothing etc.

The employee may apply to the employer for these available entitlements to be combined, on a case by case basis.

Part time employees are eligible to apply for reimbursement of the available grants on a pro rata basis.

Staff employed under this CEA for periods of less than 12 months are not entitled to professional development or research time or funding.

5.4 ACCREDITATION

Where the University determines that the role requires the staff member to be registered as a Teacher, the cost of registration will be paid by the employer (pro-rata for part-time employees).

5.5 OTHER ALLOWANCES AND EXPENSES

The employer may grant expenses, refunds or allowances to meet costs incurred by Advisers or to meet special conditions attached to an Adviser's duties, in any case not specifically covered in the agreement or not falling within the area covered by the agreement.

5.6 COMPASSIONATE GRANT

A compassionate grant is payable to a surviving partner, (or, if there is no surviving partner, to next of kin) of an Adviser who dies while employed by the University. Compassionate grants are calculated as a proportion of the annual rate of salary payable to the adviser at the time of death as follows:

Length of Service of Annual Salary Rate Proportion

20 years or more	one-eighth
10 years but less than 20 years	one-twelfth
Under 10 years	no grant payable

No grant is payable if, as a result of death, payments under the Accident Compensation Act 2001 to an equivalent or greater extent have been made.

5.7 SPECIAL DUTIES ALLOWANCES

5.7.1 Special Duties Allowances may be offered to employees in circumstances as described in Clause 5.7.2 ahead.

Special Duties Allowances will range from \$500 through to \$5,000 per annum, pro-rata for part-time and part-year responsibilities.

5.7.2 Allowances for Major Responsibilities

In the following situations there will be formal recognition of major responsibilities by way of an allowance paid on top of the base salary.

1. If a staff member is allocated or wins responsibilities significantly beyond those normally expected in the job description for the level of appointment of the staff member, including major contract management responsibilities, **and**
2. If a staff member is appointed for a fixed term to major responsibilities such as regional staffing management or significant contract responsibilities.

Criteria to be considered in determining the level of allowances will include such things as:

- the complexity of the contract or contracts for which responsibility is held (eg:

- coordinating across multiple disciplines and or work sections.)
- the actual delegated level of accountability for contract delivery.
 - the number of staff whose duties and delivery are being coordinated.
 - the dollars/hours value of the contract area for which responsibility is held.
 - the extent and level of reporting responsibility, including milestone reporting
 - the responsibility for national rather than regional performance obligations.

5.7.3 These allowances will be for a fixed term with the employee receiving a letter from the employer setting out the starting and finishing dates for the allowance to be paid. At least one month before the cessation date the staff member will receive notification as to whether or not the allowance is to continue.

5.8 TE REO ALLOWANCE

Where employees provide skills in Tikanga Māori, Te Reo Māori 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.

PART 6 - SURPLUS STAFFING

6.1 INTENT OF PROVISIONS

The employer recognises the serious consequences that the loss of employment can have on individual advisers and seeks to minimise those consequences by means of these provisions.

The provisions of this section relate to advisers who are affected by a restructuring situation as defined in 6.3 below. The provisions will apply to all advisers who for all intents and purposes have an ongoing expectation of employment.

6.2 REVIEW AND CONSULTATION

In accordance with the principles contained within this section, the employee will be advised in writing by the employer prior to the commencement of any reviews of the whole, or part, of the University's organisational structure or functions which may result in significant changes to either the structure, staffing or work practices affecting existing advisers, and will provide the with an opportunity to comment on review decisions.

The employer will ensure that any potential group/section of affected staff are clearly identified. The employer will identify the reason for the review and this will be communicated in writing to to any employees likely to be affected.

The employer will discuss the extent of the review process and time frame. Where it is clear that a possible surplus staffing situation will affect only one position and the reason for that surplus is

readily demonstrable, the process as outlined in this subclause below may be varied by mutual agreement and may be finalized in less than the minimum 4 weeks.

In the event that two or more staff are affected, the staff affected will be involved in a full evaluation of the review before any final decisions are made. The agreed time frame will allow a minimum of 4 weeks for adequate consultation to ensure employees can prepare submissions to the employer. In some circumstances a greater timeframe may be justified.

6.3 REDUCTION OF POSITIONS

A surplus staffing situation exists when as a result of the review referred to in 6.2 above and at the conclusion of the consultative process the employer either requires a reduction in the number of advisory positions, or finds that advisers can no longer be employed in their current position at their current salary level or work location.

6.4 REASSIGNMENT

When these conditions are met advisers may, following consultation with their representative and with the agreement of the adviser concerned, be reassigned by the employer to a position for which they are suitable.

Where such reassignment takes place the redeployment provisions of this section will be applied. This may involve retraining where the adviser, the employer and the employees representative agree this is appropriate.

6.5 SELECTION AND NOTIFICATION

6.5.1 Where in a surplus staffing situation staff cannot be placed under the provisions of 6.4 above the employer shall advise the employee in writing and shall provide the following details:

- (a) localities of the surplus staff
- (b) the number of surplus staff
- (c) the date by which the surplus needs to be discharged.

6.5.2 Following the advice given above, the employer shall consult with the employee on options which should apply and the conditions on which they may be made available as a means of discharging the surplus. In addition to redeployment and any other options which the parties may agree to, options will include:

- (a) attrition
- (b) leave without pay
- (c) retraining for alternative work
- (d) enhanced early retirement
- (e) permanent part time
- (f) supernumerary employment for up to one year (by agreement between the employer and the adviser).

6.5.3 The option of severance may be considered at any stage on a case-by-case basis dependent on the circumstances by agreement of the parties.

6.5.4 Where the surplus staffing situation cannot be satisfactorily resolved by application of the options negotiated and the employer finds it is not possible to successfully redeploy any person found to be surplus the employer may consider severance as an option.

6.5.5 In determining which advisers are surplus the employer will consult with the employee.

6.5.6 The period of advice given to the advisers concerned will be three months prior to the date the staff surplus is required to be discharged.

6.6 CONDITIONS AND EXPLANATION

6.6.1 Attrition

Attrition means that as advisers leave their jobs because they retire, resign, transfer, are promoted or die then they may not be replaced. In addition or alternatively, there may be a partial or complete freeze on recruiting new advisers or on promotions.

6.6.2 Retraining

The employer will consider the skills and training of the staff who are surplus and will determine whether there are retraining opportunities for them for work in other branches of the college. If retraining opportunities are identified specific retraining programmes will be designed. Actual retraining programmes will be decided on the basis of suitability and cost. The cost of retraining shall not exceed the amount payable under the severance option.

6.6.3 Enhanced early retirement

Staff are eligible if they have ten or more years total service. Service does not have to be continuous nor is membership of a superannuation scheme relevant to eligibility. It provides for an adviser to be paid the money available under the severance option (see 6.9) which may, if the adviser so desires be used to make up the actual superannuation annuity payable.

6.7 PERMANENT PART-TIME

Where permanent part-time positions are established as a response to a surplus staffing situation the incumbents will have an automatic right of appointment to the positions.

6.8 REDEPLOYMENT AND REASSIGNMENT

6.8.1 The conditions under which advisers may be reassigned to alternative duties either within the college or a new location under the control of the institution will be as follows:

- (a) Advisers may be redeployed to a new position at the same or lower salary in the same or new location;
- (b) Where the new position is at a lower salary, an equalisation allowance will be paid to preserve the salary of the adviser at the rate paid in the old position at the time of redeployment.

6.8.2 The salary can be preserved in the following ways:

- (a) A lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
- (b) An ongoing allowance equivalent to the difference between the present salary and the new salary. (This is abated by any subsequent salary increases); and

6.9 TECHNICAL REDUNDANCY

Where an employee's employment is being terminated by the Employer by reason only of the sale or transfer of the whole or part of its business, the employer shall pay compensation to the employee for redundancy, UNLESS all the following conditions are met:

- (a) The person or organisation acquiring the business, or the part being sold or transferred:
 - has offered the employee employment in the business, or the part being sold or transferred; AND
 - has agreed to treat service with the Dunedin College of Education and the University of Otago as if were continuous service with that person or organisation; AND
- (b) the conditions of employment being offered to the employee by the person or organisation acquiring the business, or the part being sold or transferred are the same as the employee's conditions of employment, 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 organisation acquiring the business, or the part being sold or transferred, is an offer to employ the employee in that business in the same capacity as that in which the employee was employed; AND :
- (d) the offer of employment does not require relocation outside the region, or if the employee is willing to accept an offer that involves relocation, the employee is granted relocation expenses as set out in clause 5.2 of this Agreement.

6.10 SEVERANCE

For the purposes of clauses 6.10.1 to 6.10.4 ordinary pay is defined as basic taxable salary plus regular taxable allowances paid on a continuous basis.

6.10.1 Payment will be made on the basis of average weekly earnings of ordinary pay for the preceding twelve months.

6.10.2 The amount paid under the severance option shall not exceed the amount of salary the adviser would have received between the date of notice and retirement.

6.10.3 Continuous Service for the purposes of 6.10.4 is defined in 6.13, but excludes any service with any of those services or with any college which has been taken into account for the purposes of calculating any entitlement to a redundancy, severance, early retirement or

similar payment from any of those services or from any college.

6.10.4 Payment will be made in accordance with the following:

- (a) For up to two years continuous service six weeks, plus
- (b) For each additional six months, or part thereof, of continuous service one week up to a maximum of 44 weeks.
- (c) The maximum payment will be 50 weeks.

Continuous Service in years

More than	Up to	Core weeks	Additional weeks	Total weeks
0.0	2.0	6	0	6
2.0	2.5	6	1	7
2.5	3.0	6	2	8
3.0	3.5	6	3	9
3.5	4.0	6	4	10
4.0	4.5	6	5	11
4.5	5.0	6	6	12
5.0	5.5	6	7	13
5.5	6.0	6	8	14
6.0	6.5	6	9	15
6.5	7.0	6	10	16
7.0	7.5	6	11	17
7.5	8.0	6	12	18
8.0	8.5	6	13	19
8.5	9.0	6	14	20
9.0	9.5	6	15	21
9.5	10.0	6	16	22
10.0	10.5	6	17	23
10.5	11.0	6	18	24
11.0	11.5	6	19	25
11.5	12.0	6	20	26
12.0	12.5	6	21	27
12.5	13.0	6	22	28
13.0	13.5	6	23	29
13.5	14.0	6	24	30
14.0	14.5	6	25	31
14.5	15.0	6	26	32
15.0	15.5	6	27	33
15.5	16.0	6	28	34
16.0	16.5	6	29	35
16.5	17.0	6	30	36
17.0	17.5	6	31	37
17.5	18.0	6	32	38
18.0	18.5	6	33	39
18.5	19.0	6	34	40

19.0	19.5	6	35	41
19.5	20.0	6	36	42
20.0	20.5	6	37	43
20.5	21.0	6	38	44
21.0	21.5	6	39	45
21.5	22.0	6	40	46
22.0	22.5	6	41	47
22.5	23.0	6	42	48
23.0	23.5	6	43	49
23.5	24.0	6	44	50
24.0		6	44	50

6.11 SUPERNUMERARY EMPLOYMENT

Supernumerary employment may be offered at the employer's discretion for up to one year on a case-by-case basis, or to bridge a gap in resuming a former or equivalent position. No severance compensation will be payable after supernumerary service.

6.12 RIGHTS OF ADVISERS DECLARED SURPLUS

6.12.1 Time off to attend interviews

All Advisers declared surplus shall be given reasonable time off to attend interviews for alternative employment without loss of pay, provided prior notice is given to the employer.

6.12.2 References

The employer shall supply to all Advisers declared surplus a letter of reference.

6.12.3 Counselling

In order to best ascertain and deal with the Adviser's problems associated with the loss of permanent employment the employer will arrange individual counselling sessions with each adviser declared surplus immediately following the announcement.

6.12.4 Leave

All Advisers declared surplus shall be entitled to cash up outstanding holiday pay according to the provisions of this award.

6.12.5 Special Leave

An Adviser who is declared surplus and who is on maternity leave, absence due to extended illness, and/or Accident Compensation, shall be entitled to the severance compensation prescribed in this award.

6.13 DEFINITION OF CONTINUOUS SERVICE

6.13.1 Service for the purposes of 6.10 to 6.10.4 and for employees last appointed by their present employer on or since 1 July 1990 means continuous service with the employer. Continuous service means unbroken full-time or part-time employment that falls within the coverage of a University

Employment Agreement.

6.13.2 Service for the purpose of 6.10 to 6.10.4 and for employees appointed by their employer before 1 July 1990 means continuous service with the employer, with one or more college of education employers, and with one or more of the following services:

- (a) continuous teaching service in the Education service within a state primary, secondary, or area school;
- (b) continuous service as a teacher employed by the Director General of Education or as a teacher employed in public service institutions;
- (c) continuous service as a teacher under the controlling authority of a Free Kindergarten Association;
- (d) continuous service as a teacher in the Cook Islands, Western Samoa, Niue or under any scheme of co-operation with the Government of Fiji or the Government of Tonga;
- (e) continuous service as a teacher in an integrated school provided that the teacher was employed at or after the date of integration;
- (f) continuous service as a psychologist with the Department of Education Psychological Service.

NOTE: The periods of service referred to [except for (d)] must be under the control of an employing authority in New Zealand.

6.13.3 Periods of approved leave without pay shall not be considered to break a period of continuous service but will be discounted in calculating the number of years of continuous service.

6.13.4 Periods of absence without pay for up to five years for the purposes of childcare (which may include maternity leave) and parental leave will not be considered to break a period of continuous service but will be discounted in calculating the number of years continuous service.

6.14 DISPUTES PROCEDURE

In the event of a dispute arising regarding this section, the disputes procedure in this agreement applies.

PART 7 - DISCIPLINARY AND COMPETENCY PROCEDURES

7.1 DISCIPLINE

The following principles are to be followed when dealing with disciplinary matters:

- (a) The employee must be advised of their right to request assistance and/or representation at any stage;
- (b) The employee must be advised of the specific matter(s) causing concern and a reasonable opportunity provided for the employee to state any reasons or explanations;
- (c) The employee must be advised of the corrective action required to amend their conduct and given a reasonable opportunity to do so;
- (d) Before any substantive disciplinary action is taken, an appropriate investigation is to be

- undertaken by management;
- (e) The process and results of any disciplinary action are to be recorded in writing, sighted and signed by the employee and placed on their personal file;
 - (f) If the employer deems the offence to be sufficiently serious the employee is to be placed on suspension pending an investigation under (d);
 - (g) Where an employee has been suspended under subclause (f) above, and the allegation is found to be without substance, the employee is entitled to resume the position from which they were suspended.
 - (h) An employees attention is drawn to the procedures outlined in Appendix A;
 - (i) Nothing in this section prevents instant dismissal without notice in the case of serious misconduct.

7.2 EMPLOYEE COMPETENCY

Where there are matters of competency which are causing concern, the employer shall put in place appropriate collegial professional and personal guidance to assist the employee in the tasks to be accomplished. If this professional assistance has not remedied the matters of competency causing concern the following provisions should govern the action to be taken:

- (a) The employer must advise the employee in writing of the specific matter(s) causing concern, the corrective action required, and the timeframe allowed.
- (b) The process and results of any evaluation are to be recorded in writing, sighted and signed by the employee.
- (c) A copy of any report made by the employer shall be given to the employee.
- (d) No action shall be taken on the report by the employer (e.g. sent to the Teacher Registration Board) until the employee has had reasonable time to comment (in writing or orally or both) to the employer.

7.4 EQUAL EMPLOYMENT OPPORTUNITIES

The parties are committed to the principles of equal employment and the promotion of diversity and inclusiveness outlined in the Public Service Act (2020). Further that all terms and conditions of employment are to be implemented on that basis and in particular noting the requirements of section 597 of the Education & Training Act 2020.

7.5 ACCESS TO PERSONAL FILE

Employees shall have access to their personal file in accordance with the provisions of the Privacy Act.

7.6 EMPLOYMENT RELATIONSHIP PROBLEMS

The University's plain language explanation of the employment relationship resolution process is attached (Appendix A) and forms part of this employment agreement. It is also available online at <http://www.otago.ac.nz/humanresources>.

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 Ministry of Business, Innovation and Employment (MBIE) 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 where 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 PROCEDURE

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 (<http://www.otago.ac.nz>) under Human Resources 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.