

## **TERMS AND CONDITIONS OF APPOINTMENT FOR STUDENT EMPLOYEES**

1. Student Employees to whom these terms and conditions apply are students currently enrolled at the University 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.
2. Student Employees may be appointed to positions where the hours of work in all positions will be less than 20 weekly during semester time.
3. Student Employees may work more than 20 hours per week during University vacations.
4. Student Employees are required to comply with the policies of the University of Otago including the University's Smoke-Free Policy, the Ethical Behaviour Policy, and the Accident Reporting and Rehabilitation Policy. These can be viewed on line at: <http://www.otago.ac.nz/humanresources> or provided by the supervisor on request.
5. Student Employees have no entitlements to incremental progression within any salary scale.
6. Student Employees will advise their Supervisor of any reduction in EFT or withdrawal from study.
7. In the event that Student Employees' EFTS value in an undergraduate course of study falls below 0.6, or below 0.5 for postgraduate study, over an academic year, then the Student Employees will be offered the terms and conditions of the relevant University of Otago Staff Collective Employment Agreement or the Individual equivalent of the collective agreement from the date that the Student Employees' EFT were reduced .
8. During the term of employment and at all times thereafter the student employee will maintain the confidentiality of the University's business including research information, student and staff information and all other information of a commercially sensitive nature. The Employee will not make use of any information or documents to which the Employee has access during their employment at any time thereafter, except on behalf of the University.
9. Student Employees are entitled to a minimum of 20 working days Annual Leave per annum (pro rata for part time) in addition to public holidays. For the purposes of calculating annual leave, the leave year will begin on 1 December. Annual leave shall be taken, with prior approval of the employer, at a time that will not interfere with the proper performance of the employee's duties.
10. The Annual leave may not be accumulated in excess of five days not taken in the leave year in which it is due. If Student Employees have accrued annual leave entitlement greater than five days on 30 November each year, the Student Employees 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 five days, unless the employer expressly agrees otherwise in writing.
11. There will be an annual closedown period between Christmas and New Year each year during which staff will take annual leave or should they have insufficient annual leave they will take leave without pay.
12. All Student Employees will submit their leave requests via the employee kiosk leave approval system.

13. Untaken annual leave will be paid at the completion of their employment. If the employee has exceeded their annual leave entitlement by taking leave in advance, the amount of the overpayment will be deducted from their final pay.
14. Sick leave will be without pay, unless six months continuous service is completed in which case the provisions of Section 63 in the Holidays Act 2003 will apply.
15. 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, 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.
16. For Student Employees who are employed Monday to Friday, and in the event of a public holiday other than Waitangi Day or Anzac Day 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.
17. For Student Employees who are employed on a roster, and in the event of a public holiday other than Waitangi Day or Anzac Day falling on a Saturday or Sunday, such public holiday shall be observed in accordance with the provisions of clause 45 of the Holidays Act 2003.
18. Payment will only be made for a Public Holiday not worked, where it falls on a day the Employee would normally have worked under an established pattern of work. Where Student Employees are required to work on a Public Holiday they will be paid at the ordinary rate for the hours worked and paid a penalty payment of half the ordinary rate for the hours worked. In addition, if the day is a day the Employee would normally have worked under an established pattern of work, they will receive an alternative holiday as provided in the Holidays Act 2003.
19. Either party may terminate this Agreement by giving one month's notice in writing to the other party, except the University reserves the right to terminate without notice for serious misconduct.
20. The University of Otago plain language explanation of the employment relationship resolution process is attached and forms part of this employment agreement. It is also available on line at <http://www.otago.ac.nz/humanresources>
21. Under the Employment Relations Act 2000 the student employee is entitled to seek independent advice before accepting this individual employment agreement, and will be given reasonable time to do so, should they wish to.

Effective 1 December 2010

## **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 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 problems involving harassment. 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.