



UNIVERSITY OF OTAGO
ACADEMIC STAFF - MEDICAL/DENTAL
INDIVIDUAL EMPLOYMENT AGREEMENT

1 July 2018 – 30 June 2020

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UNIVERSITY OF OTAGO
Te Whare Wānanga o Otāgo

ACADEMIC STAFF - MEDICAL/DENTAL
INDIVIDUAL EMPLOYMENT AGREEMENT

1. GENERAL

Parties

BETWEEN The Vice-Chancellor, University of Otago (the "employer") (the employer may delegate any of the employer's powers or duties under this agreement to such person or persons as the employer nominates for that purpose)

AND The person who has accepted the terms and conditions of this agreement ("the employee").

2. TERM OF EMPLOYMENT

Termination of employment shall be in accordance with the following:

- a. The employment of any employee whose appointment has been confirmed may be terminated by either party upon 6 months' notice. A confirmed appointment shall be considered permanent subject to satisfactory performance until the employee's normal retirement date unless the employer finds it necessary to terminate the appointment for reasonable cause.
- b. The employment of any other employee (excluding an employee on a fixed term agreement) shall be terminated by either party upon 3 months' notice.
- c. Where a fixed term agreement expires notice shall be deemed to have been given at the time the agreement of employment was entered into. Notwithstanding this, either party may terminate the employment at a date earlier than the expiry of the fixed-term agreement for which the notice period shall be one month.

The above periods of notice may be varied by mutual agreement.

Notwithstanding the above provisions, the employer shall be entitled to terminate any employee's employment at any time and without notice or with reduced notice in the event of serious misconduct by the employee. The employer reserves the right to suspend on full pay any employee involved in a disciplinary procedure where the employer considers suspension to be in the best interests of any of those involved.

3. RETIREMENT

The employer will approve a request to retire from an 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.

Retirement Gratuity

Where approval to retire is granted by the employer the employee shall receive a retirement gratuity based on the following scale:

<u>Service</u>	<u>Gratuity Equivalent to</u>
After 10 years' service	3 months' salary
After 14 years' service	4 months' salary
After 17 years' service	5 months' salary
After 20 years' service	6 months' salary

4. HOURS OF WORK

The hours of work shall be such as are reasonably required to fulfil the duties of an academic staff member of the University and shall be worked at such time and on such days as the employer may require.

In determining the exact hours of work, consideration will be given to the needs of the employee and current practice.

The 'reasonable' requirements for part-time employees will be based on the proportion of full-time for which they are paid.

5. REMUNERATION

- a. If the Government provides funding specifically for salary increases during the term of this agreement, the University will increase staff salaries accordingly.

The following salary scale shall apply to the employee with initial placement being determined by the employer:

Position Title		1/07/2018	1/12/2019	
Teaching Fellows	Bar	TFM01/TFD01	65,299	66,931
		TFM02/TFD02	70,125	71,879
		TFM03/TFD03	75,044	76,920
		TFM04/TFD04	79,969	81,969
	Teaching Fellows above the bar	TFM05/TFD05	81,488	83,525
		TFM06/TFD06	84,768	86,887
		TFM07/TFD07	88,052	90,253
Professional Practice Fellows	Bar	PPM1/PPD1 01	65,299	66,931
		PPM1/PPD1 02	70,125	71,879
		PPM1/PPD1 03	75,044	76,920
		PPM1/PPD1 04	79,969	81,969
	Bar	PPM2/PPD2 01	81,488	83,525
		PPM2/PPD2 02	84,768	86,887
		PPM2/PPD2 03	88,052	90,253
	Bar	PPM3/PPD3 01	91,333	93,616
		PPM3/PPD3 02	94,613	96,978
		PPM3/PPD3 03	97,898	100,345
		PPM3/PPD3 04	101,179	103,708
		PPM4/PPD4 01	126,201	129,356
		PPM4/PPD4 02	131,125	134,403
		PPM4/PPD4 03	137,688	141,130
		PPM4/PPD4 04	144,254	147,861
	Bar	PPM4/PPD4 05	150,817	154,588
PPM4/PPD4 06		159,023	162,998	
Lecturers/Senior Teaching Fellows/Research Fellows	Bar	LLM01/LLD01	81,488	83,525
		LLM02/LLD02	84,768	86,887
		LLM03/LLD03	88,053	90,254
		LLM04/LLD04	91,333	93,616
		LLM05/LLD05	94,614	96,979
		LLM06/LLD06	97,898	100,345
		LLM07/LLD07	101,179	103,708
Senior Lecturers/Senior Research Fellows	Bar	SLM01/SLD01	126,202	129,357
		SLM02/SLD02	131,126	134,404
		SLM03/SLD03	137,688	141,130
		SLM04/SLD04	144,254	147,861
		SLM05/SLD05	150,817	154,588
		SLM06/SLD06	159,023	162,998
	SL/SRF above the bar	SLRM01/SLRD01	165,589	169,728
Associate Professors/Research Associate Professors	Bar	APM01/APD01	168,870	173,092
		APM02/APD02	172,150	176,454
		APM03/APD03	175,434	179,820
		APM04/APD04	178,715	183,183
		APM05/APD05	183,638	188,229
Professors/Research Professors	Bar	PFM01/PFD01	185,281	189,913
		PFM02/PFD02	188,561	193,275
		PFM03/PFD03	191,843	196,639
		PFM04/PFD04	195,125	200,003
		PFM05/PFD05	198,407	203,367
		PFM06/PFD06	201,690	206,733
		PFM07/PFD07	205,750	210,894

b. Progression

Progression through the designated steps in the Lecturer grade is, subject to satisfactory performance, by annual increment.

Progression through the designated steps in the Senior Lecturer grade will not be automatic. Progression up to the bar will be subject to a positive recommendation arising from a formal performance appraisal.

Professional Practice Fellows' salary movement within PP1 and PP2 will be by automatic progression.

Professional Practice Fellows' salary movement within PP3 and PP4 will be determined in accordance with the published promotion policy.

Teaching Fellow above the bar progression is, subject to satisfactory performance, by automatic increment.

Promotion from Teaching Fellow to Teaching Fellow above the bar, Lecturer to Senior Lecturer, Senior Lecturer to Senior Lecturer above the bar, Senior Lecturer to Associate Professor and from Associate Professor to Professor and movement within ranges shall be determined by the employer based on individual merit including level of achievement, skills, and value to the organisation.

c. Variable Supplementary Payments

The employer may award to individual members of academic staff of the grade of Professor, Associate Professor, Senior Lecturer, or Lecturer a non-superable payment additional to the approved salary for reasons of recruitment and retention, or to recognise special administrative responsibilities, or for special achievements in teaching or research.

6. SUPERANNUATION

- a. University employees may belong to Unisaver New Zealand in accordance with the provisions of that scheme.
- b. Where the employee is a contributor to the Government Superannuation Fund the University will continue to make contributions to the Fund except where this is discretionary in which event the employer may make the contributions. Members of the Fund are bound by the provisions of that Scheme.

7. LEAVE

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

a. 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, 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. 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 to requires the employee to work, then the employee shall be paid the rate of pay which the employees would have received if they had worked that day, 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.

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 that 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.

b. Annual Leave

An employee is entitled to 25 working days annual leave in addition to public holidays. This entitlement includes the following day that may be defined as being an annual leave day: the last working day before Christmas. 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 30 November each year, the employee will take annual leave from the first available opportunity for a period sufficient to reduce the carry forward balance to a maximum of 10 days, unless the employer expressly agrees otherwise in writing.

The employee agrees to have annual leave 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.

All employees will submit their leave requests via the employee kiosk leave approval system.

The anniversary date from which annual leave entitlements are calculated will be 1 December each year.

c. Sick Leave

- i. The employee is 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. Part-time employees shall be granted sick leave on the same terms as for full time staff and therefore deductions from sick leave entitlement are to be made on a consecutive days basis.
- ii. All sick leave is to be computed on working days only.
- iii. 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.
- iv. This leave is inclusive of the provisions of the Holidays Act 2003.
- v. The employer may require the 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 will be met by the employer.
- vi. If the employee is absent on sick leave for less than a whole day, such leave is to be debited as follows:
 - Absent for a whole morning or afternoon - half day's sick leave.
 - Absent for less than two hours during the day - no deduction.
 - Absent for two hours and up to six hours during the day - half day's sick leave.
 - Absent for over six hours during the day - one day's sick leave.
- vii. The employee should notify absence due to sickness to their controlling officer 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 may take such action as is necessary to clarify the matter.
- viii. When sickness occurs during annual or long service leave, the employer will permit the period of sickness to be debited against sick leave entitlement provided a medical certificate is produced.
- ix. In special cases, employees may be allowed to anticipate sick leave becoming due on completion of a further period of service provided that at least five days sick leave is retained for each year of service for which sick leave has been anticipated. All approvals are subject to the proviso that the necessary adjustments to final pay are to be made if employees resign before the next entitlement falls due.

- x. These sick leave provisions apply equally when the employee is unable to attend work due to their illness and when the employee is required to attend to the ill health of a person dependent on them.
 - xi. All employees will submit their leave requests via the employee kiosk leave approval system.
- d. Parental Leave
- Parental Leave shall be granted in terms of the University's Parental Leave Policy.
- e. Bereavement/Tangihanga Leave

- i. The employee shall be granted special bereavement/tangihanga leave on full pay to discharge their obligation and/or to pay their respects to a deceased person with whom they have had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a tangihanga (or its equivalent). This shall include leave to attend unveilings/hura kohatu, memorial services/kawe mate and maumaharatanga.
 - ii. In granting time off therefore, and for how long, the employer must administer these provisions in a culturally sensitive manner taking into account:
 - a) The closeness of the association between the employee and the deceased, which association need not be a blood relationship;
 - b) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
 - c) The amount of time needed to discharge properly any responsibilities or obligations;
 - d) Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
 - e) A decision must be made as quickly as possible so that the employee is given the maximum time possible to make any necessary arrangements. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary.
 - iii. If paid special bereavement/tangihanga leave is not considered to be appropriate, then annual leave or leave without pay may be granted by the employer.
- f. Leave for Maori Land Court and Waitangi Tribunal Hearings

Where a staff member is required as a witness, to lend expertise or to present a case on behalf of their iwi, to attend the Maori Land court, Waitangi Tribunal hearings or claimant negotiations concerning land issues of their iwi, then they shall be entitled, subject to departmental convenience, to paid leave of up to 10 days per year. An application outlining the basis on which this leave is sought is required.

g. Research and Study Leave

Academic staff are eligible to apply for study leave in terms of the University's Study Leave Regulations which are promulgated from time to time.

8. RECOGNITION OF PREVIOUS SERVICE

Recognition of service with the University shall be given where fixed-term employment is continuous with a further fixed-term appointment or with a permanent appointment.

9. REGISTRATION REQUIREMENTS (DENTAL ONLY)

Where registration with the Dental Council of New Zealand is deemed by the employer to be necessary for the position held, continuation of employment will be conditional upon the employee obtaining and maintaining such registration.

10. REIMBURSEMENT OF WORK RELATED EXPENSES

Where the employee incurs the following expenses in the course of employment the cost shall be reimbursed by the University pro rata the proportion of full-time spent working for the University.

- a. Annual Practising Certificate
- b. A Professional Indemnity Premium
- c. The payment of membership fees for up to two professional bodies and specialist societies that the employer determines are essential to the appointment

In exceptional circumstances the payment of more than two memberships may be paid.

11. OUTSIDE EMPLOYMENT

The employee may not undertake any other regular paid occupation except with the approval of the employer. The employee shall, before accepting any commitment, discuss any proposal to undertake outside work with the employer and obtain the approval of the employer through a written request.

Activities of a continuing nature require permission being obtained at not more than two yearly intervals. The general principles which the employer shall use in considering cases are:

- a. No employee should undertake outside work which would interfere with the efficient discharge of duties within the University.
- b. No employee should undertake paid outside work of a character or under conditions which would deprive them of the independence which should characterise all persons in academic positions.
- c. No employee should seek outside work by any form of public announcement or advertisement and may not use the name of the University for personal monetary gain.

- d. No responsibility should be allowed to attach to the University for outside work done by an employee in a personal capacity.
- e. No employee shall use any University facility or service when undertaking outside work except where they have the approval of their employer and they meet the full cost of using such facilities and/or services.

The employer reserves the right to promulgate policies from time to time on outside employment which may limit or extend the above.

Nothing in this clause is to affect any arrangements regarding outside employment which have been approved of by the employer prior to this agreement coming into effect.

12. EMPLOYMENT RELATIONSHIP PROBLEMS

An explanation of the process and services available for the resolution of employment relationship problems is enclosed as Appendix C.

13. PERSONAL GRIEVANCE

A Personal Grievance claim of any employee shall be settled in accordance with the procedures prescribed in Parts 9 and 10 of the Employment Relations Act 2000.

14. DISPUTES PROCEDURE

Disputes concerning the interpretation, application or operation of this agreement shall be settled in accordance with the procedures described in Parts 9 and 10 of the Employment Relations Act 2000.

APPENDIX A: 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 the employer has 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 this 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, the employee will be consulted by the employer if the employer has a definite proposal which is likely to result in significant changes to either the organisational structure, staffing or work practices affecting the employee. The consultative process shall include:
 - The employer providing details of the proposal to affected employee.
 - The employer providing information (subject to commercial confidentiality being protected) so that affected employee can form a view.
 - The affected employee being given an opportunity to make submissions.
 - The employer taking due notice of what the employee has to say before taking any final decision within the timeframe required by the employer.
- c. Any options which the employee considers will achieve the desired changes shall be recommended to the employer at this time. Some options which may be possible recommendations include the following:
 - i. **Managed Attrition**

Within the context of a process of organisational change the employer 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 the employer may either reconfirm the employee in the same or a similar position, or redeploy the employee to a position which is available and for which the employee is suitable.

- This may include placement to a suitable position in an existing agency not operated by the University or in a new structure or agency established as part of the restructuring.

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 the employee currently does;
 - 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. The employee may propose reconfirmation where that employee believes their current job is sufficiently similar to the new job. The employer will have the final right to decide whether or not reconfirmation is appropriate on the basis of the similarity of the jobs.
- v. In those situations where there is more than one clearly affected candidate, the employer 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 the employer 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 the employer 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 an employee accepts 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 the salary of the employee at the rate paid in the old position at the time of redeployment. The employee will not be entitled to any other compensation.
- v. The salary can be preserved by the employee agreeing to one of the following ways:
 - 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
 - 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
 - When employees who have approval to retire within 5 years are appointed to a position carrying a lower salary, such employees will retain their present grade and salary unabated and their salary will be increased in line with any subsequent salary increases. This difference cannot be cashed up.
- vi. Where a member who contributes to the Government Superannuation Fund is within 5 years of their approved retirement they may elect to continue contributing at the previous higher salary rate and the University will pay the required employer contribution at that higher salary for up to 5 years.
- vii. Any employee who declines an offer of redeployment under the above terms following their expression of interest will not be entitled to redundancy compensation at the expiry of their period of notice.
- viii. Within the first six months the employee and employer may agree that the employee is not suited to the position. Severance will be effective immediately on the agreement being reached and no further notice shall be given nor required. The employee in these circumstances shall receive a redundancy payment as per clause 3.c.(iv), below

3. Surplus Staff

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

a. Notice

The minimum period of notice will be that required in Section 2, Term of Employment, of this agreement except where it is reduced by agreement between the parties. The employer may at the employer's 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 3.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 the employer 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

A temporary position may be established by the employer to provide alternative work for an employee 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 the employee 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. The employee 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 the employer and the affected employee.

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
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 or more	42

- ii. Service for the purpose of determining years of continuous service means unbroken full-time or part-time employment, but excluding:
- (i) periods of casual employment as defined in the University's Casual Staff Employment Guidelines; and
 - (ii) 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. All redundant employees shall be entitled to cash up outstanding holiday pay.
- iv. 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.
- v. In the case of employees on parental leave the calculations shall be based on the salary rate at the time of taking leave.

APPENDIX B: 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 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.