



**UNIVERSITY OF OTAGO**  
**GENERAL PRACTITIONER INDIVIDUAL**  
**EMPLOYMENT AGREEMENT**

1 July 2018 – 30 June 2020

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**UNIVERSITY OF OTAGO**  
**Te Whāre Wananga o Otāgo**

**GENERAL PRACTITIONER INDIVIDUAL EMPLOYMENT AGREEMENT**

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 staff member who has accepted the terms and conditions of this Individual Employment Agreement (the “employee”).

**1. Appointment**

The Vice-Chancellor, hereafter called the employer, agrees to employ the employee as a General Practitioner in the University of Otago Student Health and Counselling Service. The employee agrees to serve the employer upon and subject to the terms and conditions contained in this agreement.

**2. Responsibilities**

2.1 During the term of this agreement the employer shall act as a good employer in all dealings with the employee. A good employer is as defined in Appendix A.

2.2 The employee shall during the continuance of their employment:

- a. diligently and faithfully serve the employer and use their best endeavours to promote and protect the interests of the Student Health and Counselling Service and the University of Otago;
- b. attend to the medical care of students of the University of Otago and attend emergencies on campus;
- c. discharge all duties and responsibilities set out in the Position Description forming Annex 1 of this Agreement;
- d. carry out and comply with all reasonable and lawful directions given by the employer or by any person authorised by the employer to give such directions.
- e. devote themselves during normal business hours (including after hours) to the discharge of their duties;

**3. Term**

Unless specified otherwise in the employee’s letter of offer, this is a permanent appointment and is subject to one month’s written notice on either side.

#### 4. Policies and Procedures

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.

#### 5. Remuneration

##### a. Student Health Services (SHS) General Practitioner Salary Scale

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

The full time equivalent remuneration payable to the employee for this position shall be at a rate on the following salary scale:

Level	Effective 1 July 2018	Effective 1 December 2019	Description
1	149,470	153,206	Minimal GP experience, pre PRIMEX
2	152,448	156,259	PRIMEX
3	155,430	159,316	AVE
4	158,409	162,369	FRNZCGP
5	161,391	165,426	FRNZCGP
6	164,370	168,479	FRNZCGP
7	167,352	171,536	Level 6 plus 5 years continuous service
8	170,332	174,591	Level 7 plus 5 years continuous service

Clinical Group Leader (CGL) role will be paid as a discrete sum over and above the base salary.

##### b. Salary Progression

- Progression from 1 to 2 is contingent upon passing RNZCGP Primex examination.
- Progression from 2 to 3 is contingent upon satisfactory progress towards AVE as judged by CGL, Operations Manager & Director.

- Progression from 3 to 4 is contingent upon achieving FRNCGP
- Progression from 4 to 6 is by automatic annual salary progression, assuming satisfactory performance, based upon quarterly PDR conducted by CGL, Operations Manager & Director.
- Recognition of MRCGP and FRACGP equivalence to RNZCGP vocational training may be used for the purposes of initial placement of a GP on this scale.
- Recognition of prior GP experience may also be used to determine initial salary level on the understanding that individuals will actively seek to attain FRNZCGP.
- Level 7 and 8 acknowledge continuous service to the organisation.

c. **Salary Review Process**

The salary review process is to be aligned with the University's PDR process i.e. reviews take place between August and October with increments applied 1 February.

Progress towards professional goals will be monitored quarterly by CGL and/or Senior Management.

All salary movement will have as pre-requisite, assessment of satisfactory performance as judged by the Director, Student Health Services.

- d. The remuneration received by the employee (with the exception of after hours payments) pursuant to this agreement shall be full compensation for all time worked and duties performed under this agreement.
- e. Remuneration for after hours shifts performed at Dunedin After Hours Doctors Limited will be paid by the Employer.
- f. Payment of salary shall be by way of fortnightly or monthly direct credit to a bank account.

**6. Hours of Work**

- a. General Practitioners are required to be sufficiently flexible in their hours of work so as to meet the changing needs of the service.
- b. Clinical sessions are of not less than 3 hours 45 minutes duration clinical time. Additional time for administration may also be required.
- c. Attendance at staff meetings, including business, Psychology/Medical, Continuing Medical Education and Audit, is a requirement of the agreement.
- d. In the case of an emergency the employee may be required to remain on duty until the emergency has been dealt with, or until relieved by other medical staff.
- e. Student Health Services is a participant in the after-hours service provided by Dunedin After Hours Doctors Limited and the employee shall take a full part in after-hours arrangements for covering the service.

## **7. Confidentiality and Non-Disclosure**

As part of normal duties, General Practitioners will obtain or have access to confidential information concerning patients. Under no circumstances is any use to be made of this information except for purposes directly related to the care of said patients.

All patient information is subject to the Health Information Privacy Code 1994, and staff are required to adhere to this policy at all times.

## **8. Public and University Holidays**

- a. The following days shall be observed as Public Holidays:

New Year's Day  
The day after New Year's Day  
Waitangi Day  
Otago Anniversary Day (observed on the Tuesday after Easter in Otago)  
Good Friday  
Easter Monday  
Anzac Day  
Sovereign's Birthday  
Labour Day  
Christmas Day  
Boxing Day

- b. For Employees who are employed Monday to Friday, and in the event of a public holiday falling on a Saturday or a Sunday, such public holiday shall be observed on the succeeding Monday, and in the event of another public holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.

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

- c. 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 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 the employee does 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.

## **9. Termination**

- 9.1 This agreement may be terminated by:

- a. either party giving one month's prior written notice of termination.

- b. the employer at any time for cause by notice in writing having immediate effect, in any of the following circumstances:
  - i. if the employee shall be guilty of gross misconduct;
  - ii. if the employee shall, without reasonable explanation, be absent from work without notification to the employer for three consecutive days or more except pursuant to provisions for leave and sickness herein.
- 9.2 If the employee fails to give the period of notice required by clause 9.1(a), the employee shall forfeit salary in lieu of the period of shortfall.
- 9.3 The employer shall notify the employee of any impending redundancy at least two months prior to giving notice of termination.

## **10. Annual Leave**

- 10.1 The employee shall be granted five weeks' annual leave for each full year of service, under the terms of the Holiday Act 2003. The anniversary date from which annual leave entitlements are calculated will be 1 December each year.
- 10.2 The employer may direct the employee to take annual leave, but as far as is practicable, the employee's wishes in the matter are to be considered. However, leave will normally only be agreed to during normal University teaching time in exceptional circumstances. The employee may carry forward up to 10 days entitlement from one leave year to the next although approval to carry forward more may be granted by the employer in special circumstances. The employer may direct the employee to take their annual leave in excess of the 10 days accumulated. If the annual leave is not taken as directed, it will be forfeited.
- 10.3 With the written approval of the University an employee may take annual leave in anticipation of entitlement. The number of days anticipated shall not exceed the amount of accrued leave.
- 10.4 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.
- 10.5 All employees will submit their leave requests via the employee kiosk leave approval system.

## **11. Long Service Leave**

- a. In addition to holidays and annual holidays specified elsewhere in this agreement, an employee shall be entitled to special holidays of:
  - two weeks on completion of 10 years' continuous University service, and
  - one week on the completion of 15 years' continuous University service, and
  - one week on the completion of 20 years' continuous University service.

The 10 and 20 year entitlements must be taken within five years of becoming due and the 15 year entitlement within 10 years of becoming due, or be forfeited.

- b. Employees who, at the date of settlement of this agreement, have more than 15 years continuous University service but less than 20 years, shall receive the 15 year entitlement i.e. one week of special leave.
- c. Long service leave is a leave entitlement and will not be paid out under any circumstances, other than where the employee is made redundant under the provisions detailed in Appendix B.
- d. It is the intention that when staff take long service leave their remuneration remains unchanged, hence all long service leave, including that for the grand parented provisions, will be calculated at the full-time equivalence and salary applicable at the time directly before taking the leave. Where this causes issues, it can be considered on a case-by-case basis.

## **12. Sick Leave**

- 12.1 All sick leave is to be computed on working days only.
- 12.2 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
- 12.3 This leave is inclusive of the provisions of the Holidays Act 2003
- 12.4 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.
- 12.5 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 staff 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.
- 12.6 When sickness occurs during annual leave, the employer will permit the period of sickness to be debited against sick leave entitlement provided a medical certificate is produced.
- 12.7 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.
- 12.8 All employees will submit their leave requests via the employee kiosk leave approval system.

## **13. Special Leave**

The employer may grant the employee special leave with or without pay on such terms and conditions as it may deem fit. Under this provision, application may be made for special leave, paid or unpaid, to attend conferences, or for purposes intended to provide



opportunities to maintain and enhance relevant medical knowledge, experience and skills.

#### **14. Parental Leave**

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

#### **15. Professional, Registration & Licence Fees**

Professional fees and fees associated with membership of a professional organisation will be paid by the employer where it is agreed such fees are required in order to undertake the duties of the employee's position.

When an employee covered by this agreement is a member of an occupational group engaged in duties for which the holding of a licence or practising certificate is required by law and they hold such a licence or practising certificate, then the cost of that licence or certificate shall be paid by the employer (pro-rata for part-time employees).

#### **16. Other Business Interests**

The employee shall not be engaged in the conduct of any other business within the hours of their University commitment. The employer's approval of all private practice and/or secondary employment is required and may be given on such terms as the employer considers appropriate in the circumstances.

#### **17. Performance Review**

17.1 The employer shall from time to time but at least annually review the performance of the employee either generally or in respect of any particular matter in which case the review will take such form as the employer determines appropriate in the circumstances.

17.2 The annual performance review will be conducted in accordance with the University's Performance Development and Review Procedures applying to general staff.

17.3 The employee will to the best of the employee's ability assist the employer to conduct any review under this clause and provide all such information as the employer shall reasonably require.

#### **18. Recognition of Previous Service**

For the purpose of calculating sick leave and long service leave entitlements, the University will recognise previous service with the University of Otago or the Dunedin College of Education subject to production of a certificate of service or other evidence.

- a. The University may give credit for service with another New Zealand University for calculating entitlements.
- b. Recognition of service will not be given when the employee has previously retired or received redundancy compensation from the University of Otago.

## 19. Te Reo / Tikanga Allowance

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

## 20. Disputes and Grievances

- 20.1 Resolution of any dispute or grievance shall be determined in accordance with the procedures set out in the Employment Relations Act 2000.
- 20.2 Nothing in sub-clause 17.1 shall prevent the parties from agreeing upon any other procedure for the purpose of resolving any dispute or grievance so long as it complies with the requirements of the Employment Relations Act.

## 21. Signatures

\_\_\_\_\_  
Signed on behalf of the University of Otago

Date: \_\_\_\_\_

\_\_\_\_\_  
Signed by the Employee

Date: \_\_\_\_\_

\_\_\_\_\_  
Print name

## **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 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.

## **APPENDIX B - 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 any 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 relevant union(s) 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 union members. Should such a proposal arise, the employer will provide the relevant union(s) with an opportunity to be involved in the consultative process. The consultative process shall include:
  - The employer providing details of the proposal to affected staff and the relevant union(s) representatives.
  - The employer providing information (subject to commercial confidentiality being protected) so that affected staff and the relevant union(s) can form a view.
  - Affected staff and the relevant union(s) being given an opportunity to make submissions.
  - The employer taking due notice of what the affected staff and the relevant union(s) have to say before taking any final decision within the timeframe required by the employer.
  - It is expected that for research funded permanent positions the consultation period will normally be 2 weeks.
- c. Any options which the affected staff and the relevant union(s) consider 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 / Voluntary Severance**

Within the context of a process of organisational change the employer may operate policies of managed attrition or voluntary severance with the

intention of minimising the number of staff affected by the change.

In the case of voluntary severance:

- The employer will call for volunteers to apply for severance from the pool of employees within the affected work area.
- The employer will actively consider all expressions of interest in voluntary severance, but retains the right to accept or decline due to demonstrated operational requirements.
- Should the number of volunteers exceed that required, the employer will select which employees, if any, will be accepted, using criteria and a process consulted with the relevant Union(s)
- Staff accepted for voluntary severance will have their employment terminated in accordance with the redundancy provisions in this agreement.

ii. Reconfirmation/Redeployment

- When a surplus staffing situation exists the employer may, following consultation with the relevant union, 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 in a suitable position in an existing or new agency operated in whole or in part by the University or in a new structure established as part of the restructuring and operated by the University.
- Where the new agency is not operated in whole or in part by the University, but as part of any change the employee accepts an offer of employment with the new employer, the employee will not be entitled to a redundancy payment as provided under Clause 3.d of this appendix.
- Where the remuneration for the position is less than previously received while employed by the University the employer undertakes to make a payment equivalent to the equalisation allowance calculated in terms of Clause 2.c.(ii)b.(iv) of this appendix below, or a redundancy payment calculated in terms of the table in Clause 3d below whichever is the lesser.

d. Reduction in Hours

The employer will give due consideration to any approach from affected staff who may wish to reduce hours as a result of a Management of Change process. Any proposed reduction may be considered on a temporary or permanent basis.

In the case of a permanent reduction in hours, the employee will receive a redundancy payment based on the proportion of the reduction.

e. 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 in the same urban area.
  - iii. Job descriptions (current and proposed) shall be available to those employees who are to be reconfirmed.
  - iv. The relevant union may propose that an employee be reconfirmed 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 clear affected candidate, the employer will consult with the relevant union(s) and the affected staff, and the position may be advertised amongst the affected staff, 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.
- f. 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. Following any clarification of issues raised by the employee and the subsequent receipt of a written application from the employee, the employer will consider appointment of an affected staff member 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. Except for staff employed in the research funded category, 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 written application for a position 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.d of this Appendix.

### **3. Surplus Staff**

All affected staff not placed by Reconfirmation or Redeployment as described in Section 2 above of this Appendix are surplus from the date of notification of disestablishment of the position in writing from the employer.

#### **a. Notice**

The employer will notify the relevant union(s) of the names, location and positions of affected staff who are surplus due to the disestablishment of their positions where it is known that the employee is covered by the agreement. At the same time the affected employees will be given notice of termination. The minimum period of notice will be that required in Section B.3., Termination 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 Clause 3.a above of this Appendix 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, affected staff and the relevant union 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, the affected employee and the relevant union.

d. Redundancy

- i. Except for staff employed in the research funded category, at the expiry of the period of notice, if redundancy is necessary, a severance payment will be paid according to the following formula:

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

- ii. For staff employed in the research funded category, at the expiry of the period of notice, if redundancy is necessary, a severance payment will be paid according to the following formula:

<b>Continuous Service with the University (year)</b>	<b>Payment (weeks)</b>
Up to 4	8
4 years and up to 6	12
6 years and up to 8	16
8 years and up to 10	21
10 years or more	26

Where a research funded staff member is redeployed to any other position, redundancy compensation will not be payable.

- iii. Service for the purpose of determining years of continuous service means unbroken full-time or part-time employment, but excluding:
- periods of casual employment as defined in the University's Casual Staff Employment Guidelines; and
  - 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

- iv. All redundant employees shall be entitled to cash up outstanding holiday pay.
- v. 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.
- vi. In the case of employees on parental leave the calculations shall be based on the salary rate at the time of taking leave.