



**UNIVERSITY OF OTAGO**  
**POISONS INFORMATION OFFICER / SPECIALIST**  
**INDIVIDUAL EMPLOYMENT AGREEMENT**

1 July 2016

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# UNIVERSITY OF OTAGO

## Te Whāre Wananga o Otāgo

### POISONS INFORMATION OFFICER / SPECIALIST INDIVIDUAL EMPLOYMENT AGREEMENT

#### SECTION A: GENERAL

##### A.1 Parties

**BETWEEN:** The Vice-Chancellor, University of Otago (the "Employer")

**AND:** (full name of employee) (the "Employee")

- a. This agreement is made pursuant to the Employment Relations Act 2000. Either party may propose alteration to or deletion from this agreement at any time and these shall be given serious consideration by the other party.
- b. This agreement relates to the employee's employment as Poisons Information Officer/Specialist in the National Poisons Centre, Dunedin School of Medicine.
- c.
  - i. The duties and functions carried out by the employee and the reporting relationships are to be set out in the job description and the employee will be required to carry out these duties and functions, together with such duties as can reasonably be regarded as incidental thereto.
  - ii. Any of the duties, reporting relationships, or other matters, which are specified in the job description, may from time to time be altered by the employer with the agreement of the employee (which shall not be unreasonably withheld).

#### SECTION B: TERMS OF EMPLOYMENT

##### B.1 Abandonment of Employment

When the employee is absent from work for a continuous period of five working days without notification to the employer, the employee shall be deemed to have abandoned employment. Where the employee was unable through no fault of that employee to notify the employer, they shall not be deemed to have abandoned employment.

##### B.2 Termination of Employment

- a. Notice of termination shall be three months by either party but this may be reduced by mutual agreement. This shall not prevent the employer from summarily dismissing the employee for serious misconduct.
- b. 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.

- c. The employee may be required by the employer to relinquish employment based on the certificates of two medical practitioners nominated by the employer certifying that the employee is no longer capable of undertaking the full duties of the position. The employer will during the period of notice consider redeployment to any vacancy for which the employee is suited. The employer will meet the costs of said medical examinations. The employer will in these circumstances normally give the employee not less than three months notice of termination provided that a lesser period may apply by mutual agreement.

### **B.3 Equal Employment Opportunities**

The provisions of Section 77D of the State Sector Act 1988 shall apply. (See Appendix A)

### **B.4 Personnel Policy Principles**

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.

### **B.5 Management of Change**

Provisions relating to Management of Change are set out in Appendix B.

## **SECTION C: HOURS OF WORK**

### **C.1 Hours of Work**

- a. Poisons Officer / Specialist (Rostered)

The hours of work within each fortnight are an average of 8 hours (excluding meal breaks) per day on a rostered 24-hour basis. The average hours each fortnight should not normally exceed 75 (excluding meal breaks).

- b. Poisons Information Specialists (Non-rostered)

The hours of work within each fortnight for Poisons Information Specialists are an average of 8 hours (excluding meal breaks) per day Monday – Friday. The

average hours each fortnight should not normally exceed 75 (excluding meal breaks). However, from time to time a Poisons Information Specialist may be required to work a weekend or night shift.

## **C.2 Overtime or Unrostered Shifts**

- a. Employees shall be compensated in the following manner for authorised overtime by agreement between the employer and employee when the overtime is authorised:
  - i. time off in lieu of one hour off for one hour worked;
- b. Leave taken as time off in lieu is to be agreed between the employer and the employee.

## **SECTION D: REMUNERATION**

### **D.1 Remuneration**

Salary will be paid at a rate of \$\* per annum (Level \*, Step \*).

- a. In addition, Poisons Officers shall receive a supplementary payment of 11% per annum, based on the above salary rate, to compensate the employee for the inconvenience of working rostered shifts to cover the 24-hour operation of the National Poisons Centre.
- b. Poisons Information Specialists shall receive a supplementary payment of 6% per annum, based on the above salary rate, to compensate for the inconvenience of being on-call to work shifts to cover the 24-hour operation of the National Poisons Centre.
- c. Poisons Information Specialists that work under the conditions outlined in section C.1.(a) of this agreement shall receive the same supplementary payment (11%) as outlined in section D.1.(a).
- d. At least once a year the employer shall review the salary of the employee having regard to:
  - i. individual merit, including level of achievement, skills and value to organisation, including on-the-job experience;
  - ii. changes in job content including increased scope and complexity where the changes are insufficient to warrant regrading to the next level.

## **SECTION E: ALLOWANCES**

### **E.1 Higher Duties Allowance**

- a. The employer shall approve payment of a higher duties allowance to an employee who is required to undertake the full duties and responsibilities of a higher graded position during the temporary absence of the occupant of that position, and who competently discharges those higher duties. Payment at a lesser rate shall be

approved if the employee is required to undertake only some of the duties and responsibilities of positions at a higher level.

- b. The rate of the allowance will be calculated by taking the difference between the salary of the employee acting in the position and the minimum salary rate of the level of the higher position, or by paying an amount of 6 ½ percent of the salary of the employee acting in the position, whichever is the greater amount. Where the payment of the full rate of the allowance is not justified, the rate is to be that proportion of the full allowance that the duties and responsibilities, competently performed, bear to the whole of the higher duties and responsibilities.
- c. The minimum qualifying period is 15 consecutive working days actually undertaking the higher duties and responsibilities and this criterion must be met on each occasion that the higher duties are performed.
- d. When an employee is promoted to a position for which he/she has previously undertaken full duties and responsibilities and been paid a higher duties allowance, then the appointment to that position may be backdated to the date that the higher duties were taken up.

## **E.2 Travelling on University Business**

- a.
  - i. Where the employee leaves and returns to their headquarters on the same day the employer may approve payment of actual and reasonable expenses above the day to day work related expenses. The incidentals allowance is not payable.
  - iii. Where the period is less than 24 hours but is overnight actual and reasonable expenses plus incidentals allowance are payable.
- b. The following expenses shall be paid when travelling on university business for periods in excess of 24 hours:
  - i. Accommodation - Reimbursement of costs of accommodation on an actual and reasonable basis on presentation of receipts.
  - ii. Meals - Refund of costs of meals is on an actual and reasonable rate.
  - iii. Employees staying privately - If the Employee is staying privately they may claim actual and reasonable expenses for meals and accommodation.
  - iv. Incidental allowance - An incidental allowance of \$9.42 per 24 hour period or part is payable for incidental expenses not otherwise recoverable. From 1 July 2017 the rate of the allowance shall increase by 1 percent (to \$9.52 per 24 hour period) or will be adjusted in line with the annual Consumer Price Index (CPI) as at 30 June 2017 if the annual CPI on that date is greater than 1 percent.

## **E.3 Motor Vehicle Allowance**

Where the use of a private vehicle for official business 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 except for Dunedin to Dunedin Airport, Christchurch to Christchurch Airport, Wellington to Wellington Airport and Auckland to Auckland Airport where the payment shall be the equivalent of the return fare by Airport Shuttle.

#### **E.4 Te Reo / Tikanga Allowance**

Where employees are called on by the University to Tikanga Maori, Te Reo Maori in circumstances outside of their job requirements and where such duties are above and beyond the normal requirements of the employee, the University may recognise such contributions. This will be by way of agreed financial recognition or in some other agreed manner.

#### **E.5 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).

### **SECTION F: HOLIDAYS AND LEAVE**

#### **F.1: Public Holidays**

The following days shall be observed as public holidays: New Year's Day, the day after New Year's Day, Waitangi Day, Anzac Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Anniversary Day (local) or day in lieu, Christmas Day, Boxing Day.

- a. The University observes Easter Tuesday in lieu of Anniversary Day in Otago.
- b. For Poisons Officer 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.
- c. For Poisons Officers who are employed on a roster, and in the event of a public holiday 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.
- d. 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.

- e. The National Poisons Centre is required to open 365 days a year.

## **F.2 Holidays Falling During Leave or Time Off**

- a. Leave on pay - Where a public holiday or University holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an employee is entitled to that holiday which is not to be debited against such leave. This provision does not apply to a holiday falling during annual or retiring leave after the employee has ceased work prior to leaving the university, unless the employee has worked at any time during the fortnight ending the day on which the holiday is observed.
- b. Leave without pay - An employee shall not be entitled to payment for a recognised holiday falling during a period of leave without pay, unless the employee has worked at any time during the fortnight ending on the day the holiday is observed.

## **F.3 Annual Leave Entitlement**

- a. Annual Leave of 5 weeks per annum shall be allowed under the terms of the Holidays Act 2003. This entitlement includes the following days that may be defined as being annual leave days: the last working day before Christmas Day, Easter Tuesday (unless observed in lieu of Otago Anniversary Day or otherwise being a recognised statutory holiday).
- b. All employees will submit their leave requests via the employee kiosk leave approval system.
- c. The employee's wishes concerning the timing of leave will be met as far as possible. However, where this is not convenient to the University, the University may decline to grant leave or may direct an employee to take leave at a certain time.
- d. Wherever possible the employee will have the opportunity to take all leave due to them in any one leave year. If the employee has an accrued annual leave entitlement greater than 10 days, the employee will take annual leave from the first normal working day following January 1 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. The anniversary date from which annual leave entitlements are calculated will be 1 December each year.
- e. 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.
- f. 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.



#### **F.4 Time Off In Lieu**

Time off in lieu earned under clause C.2 shall be taken before annual leave and will be forfeited if not used within six months of it having been earned.

#### **F.5 Sick Leave**

- a. The employee is entitled to sick Leave on pay as set out in clause F.5.c below, or Sick Leave without pay may be granted on production of a medical certificate.
- b. All sick leave is to be computed on working days only.
- c. 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 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.
- f. 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 and/or Office Manager by phone 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.
- h. 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.
- i. 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.
- j. All employees will submit their leave requests via the employee kiosk leave approval system.

#### **F.6 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. Employees who wish to retire are to give three months' notice except for retirement on medical grounds.

## F.7 Retirement Leave

- a. Retiring employees shall be entitled to retiring leave as set out in tables A and B of this clause.
- b. Service for the purpose of retirement leave entitlement and calculation means unbroken full-time employment in the University, together with any other service which 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 or long service 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. Entitlements

### 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

Months Years	0	2	4	6	8	10
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					

## F.8 Commencement of Retiring Leave

- a. Retiring Leave commences from the working day following the last day of duty. Where annual leave or long service leave is due the retiring leave commences from the working day following expiry of such leave.
- 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.

## F.9 Parental Leave

As per the University's Parental Leave Policy.

## F.10 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. Staff who are covered by the 1988 long service leave grandparented provisions will continue to have those conditions grandparented. All other grandparented long service leave provisions are replaced by this clause.
- d. 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
- e. It is the intention that when staff take long service leave their remuneration remains unchanged, hence all long service leave, including that for the grandparented 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.

### **F.11 Jury Service Leave**

If the employee called on for jury service will be entitled to special leave with pay. The employee is to ensure that all fees payable by the court other than for service performed on a weekend or rostered day off are paid to the employer. The employee may retain any expenses payments.

### **F.12 Witness Leave**

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

### **F.13 Bereavement/Tangihanga Leave**

- a. An employee shall be granted special bereavement 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).
- b. In granting time off therefore, and for how long, the employer must administer these provisions in a culturally sensitive manner taking into account:
  - i. The closeness of the association between the employee and the deceased, which association need not be a blood relationship;
  - ii. Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
  - iii. The amount of time needed to discharge properly any responsibilities or obligations;
  - iv. Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
  - v. 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.
- c. If paid special bereavement leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.
- d. If a bereavement occurs while the employee is absent on annual leave, sick leave on pay, long service leave (except when this is taken after relinquishment of office) or other discretionary leave on pay, such leave may be interrupted and bereavement leave granted in terms of the preceding clauses. This provision will

not apply if the employee is on leave without pay.

#### **F.14 Study Leave**

- a. Employees may be granted study leave to enable them to further their professional development and to complete qualifications and to attend courses, conferences and seminars, which are considered by the employer to be relevant to their employment.
- b. Provisions for this and other forms of study leave are at the discretion of the employer.
- c. The university may meet some or all of the costs of tuition for any employee enrolled for a course of study which is relevant to the employee's work and has been approved by the employer. The university may approve attendance at courses in other cases without being required to pay tuition fees.

#### **F.15 Discretionary Leave**

The employer may grant an employee Discretionary Leave with or without pay on such terms and conditions as the employer may deem fit.

#### **F.16 Crediting 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.

#### **F.17 Leave for Māori 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 Māori 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.

#### **F.18 Conference Leave**

The University's Conference Leave Policy applies to all staff.

### **SECTION G: GENERAL PROVISIONS**

#### **G.1 Health and Safety**

- a. The University shall encourage safe work practices through the Safety Committee

which shall include staff representatives. For employees using VDU's the OSH Code of Practice for the safe use of VDU's shall apply.

- b. Where necessary suitable protective clothing, footwear, safety spectacles and equipment shall be provided by the employer and the employee instructed in their use.
  - Where justified by the nature of the work prescription hardened lenses shall be provided by the employer. Should a change in prescription require a change in lenses, then the employer shall pay the difference in cost between normal and hardened lenses plus the cost of standard safety frames if required.
  - Laundering or dry cleaning of all protective clothing shall be the responsibility of the employer and shall be carried out on a regular basis.
  - An employee suffering damage to clothing while wearing protective clothing shall be financially reimbursed for the damage.
  - The employee shall be under an obligation to make use of safety clothing and equipment provided by the employer. Repeated failure to do so shall constitute misconduct.
- c. Following the completion of six months' service, an employee who is engaged on VDU duties for at least 50 per cent of his/her normal working time shall be entitled to an eye test at the employer's expense. Further tests shall be provided at not less than two yearly intervals upon application to the employer. If the test discloses that prescription spectacles are required for the normal viewing distance of a VDU, or that an eyesight problem has been caused or worsened by use of a VDU then the cost of lenses up to \$150 will be met by the employer. The reimbursement cost of the frames will be met for employees requiring spectacles for the first time but shall not exceed \$150. Reimbursement of costs of subsequent frames will be met up to a maximum of \$150 where employees are required to have a different frame due to a prescribed change to the shape of the lenses.

## **G.2 Safety in Hours of Darkness**

Where an employee is required to travel to or from work during the hours of darkness and the employer considers the safety of the employee to be at risk, use of a taxi may be authorised, or other arrangements (excluding monetary payment) made by mutual agreement.

## **G.3 Re-Entry After Absence Due to Childcare**

If the employee who was covered by this agreement but resigned from the University to care for an under school age child or children, they may apply to re-enter the University under preferential conditions provided that:

- a. The absence does not exceed four years from the date of resignation or five years from the date of cessation of duties to take up parental leave.
- b. The applicant must:

- i. produce a birth certificate for the under school age child;
  - ii. sign a statutory declaration to the effect that absence has been due to the care of an under school age child and paid employment has not been entered into for more than 15 hours per week or other income received during that absence.
- c. Where paid employment has been entered into for substantially more than 15 hours per week or other income earned in excess of \$23,000 per annum eligibility will be at the employer's discretion.
- d. If the applicant seeks to return to the University they should give at least 3 months notice and renew that notice at least one month before the date they wish to return to work or one month before the expiry of the period in clause 1, whichever is the earlier. This notice shall be forwarded to the employer who shall acknowledge receipt of it.
- e. Where the applicant meets the conditions in clauses 1-4 and, at the time of the application:
- i. has the necessary skills to fill competently a vacancy which is available in the University; and
  - ii. the position is substantially the same in character and at the same or lower salary as the position previously held, then the applicant under these provisions is to be appointed in preference to any other applicant for the position.
- f. Absence will interrupt service but not break it, however, the period of absence will not count as service for the purposes of leave entitlements.
- g. If the applicant is not appointed to any position within three months after the expiry of the period in a. above the benefits of these provisions will lapse.

#### **G.4 Payment of Salaries**

Payment of all salaried staff shall be by way of direct credit to a bank account, either fortnightly or monthly.

#### **G.5 Deductions**

Notwithstanding anything contained elsewhere in this agreement the employer shall be entitled to make a rateable deduction from the salary of the employee for time lost through sickness (other than as provided in this agreement) or default provided that such deduction shall be made not later than the pay period following that in which the absence occurred.

#### **G.6 Employment Relationship Problem Resolution Process**

An explanation of the process and services available for the resolution of employment relationship problems is set out in Appendix C.

## **G.7 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.

## **G.8 Disputes Procedure**

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



## **APPENDIX A: Equal Employment Opportunities**

### **Section 77D, State Sector Act 1988**

1. The Chief Executive of the Ministry of Education shall be responsible for promoting, developing, and monitoring equal employment opportunities policies and programmes in the Education Service.
2. [Repealed]
3. [Repealed]
4. [Repealed]
5. For the purposes of this section and section 77A of this Act, an equal employment opportunities programme means a programme that is aimed at the identification and elimination of all aspects of policies, procedures, and other institutional barriers that cause or perpetuate, or tend to cause or perpetuate, inequality in respect to the employment of any persons or group of persons.

## **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 his or her 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 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 s/he 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.4., 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. However, in this event, no severance payment will be made unless otherwise agreed.

#### **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
- a) periods of casual employment as defined in the University's Casual Staff Employment Guidelines; and
  - b) employment while a student currently enrolled at a tertiary institution in an undergraduate course of study of 0.6 EFTS value, or 0.5 EFTS value for postgraduate study, or greater, over an academic year and for less than 20 hours per week during semester time or up to full-time during vacations
- 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.



## **APPENDIX C: 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 Ministry of Business, Innovation and Employment (MBIE) Employment 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) Employment 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.