



**UNIVERSITY OF OTAGO**

**UNIVERSITY UNION**

**INDIVIDUAL EMPLOYMENT**

**AGREEMENT**

**1 July 2016**

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# UNIVERSITY OF OTAGO

Te Whāre Wananga o Otāgo

## UNIVERSITY UNION INDIVIDUAL EMPLOYMENT AGREEMENT

### 1 GENERAL

#### A. Parties

The Parties of this Individual Employment Agreement are:

The Vice-Chancellor, University of Otago (the “Employer”)

AND

The staff member who has accepted the terms and conditions of this Individual Employment Agreement and who falls within the scope of Clause C.c (“the employee”)

#### B. Employment Relations Act

This agreement is made pursuant to Part 6 of the Employment Relations Act 2000.

#### C. Staff to Whom Agreement May Apply

- a. This Agreement shall cover staff of the University Union, other than administrative staff.
- b. All Employees agree to abide by any University rules, regulations, policies and/or procedures as may be current from time to time to ensure the smooth operation of the University of Otago within which they are employed.
- c. The following groups do not fall within the coverage of this agreement:
  - i) Any students currently enrolled at any Secondary or Tertiary Institution or enrolled at the University of Otago in an undergraduate course of study of 0.6 EFTs value or 0.5 EFTs value for post graduate study, or greater, over an academic year and who is employed less than 20 hours per week during semester time or up to full-time during vacations.
  - ii) Nothing contained in C.c.i above is intended to exclude employees provided for under 6.L of this agreement.
  - iii) All casual staff being defined as persons employed on an on-call and as required basis without any commitment from either party to ongoing employment. This includes staff engaged for one-off situations. They do not have predetermined hours of work and work arrangements are made on an hourly, daily or weekly basis as the employer’s needs arise.

## 2 TERMS OF EMPLOYMENT

### A. Semester Employment

- i) A semester employee is defined as an employee who is employed for fixed periods of employment only during Otago University semester times and not entitled to payment during the semester breaks including mid-semester breaks.
- ii) A semester employee may be employed during the semester break as per the terms of this agreement, but employment shall not necessarily be guaranteed. Where the possibility of semester break employment arises, semester employees who are available for work will be given preference according to their skills and abilities.

### B. Abandonment of Employment

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

### C. Termination of Employment

1. For employees other than fixed-term staff, notice of termination shall be **one month** by either party but this may be reduced by mutual agreement. For a fixed-term employee employment shall terminate upon the expiry of his/her term of employment but either party may terminate the employment at a date prior to such expiry for which the notice of termination shall be one month by either party. This shall not prevent the employer from summarily dismissing an employee for misconduct.
2. An 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 their 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.
3. Redundancy notice: Employees to be declared surplus, due to their position no longer being required, shall receive not less than two months notice of termination of their employment and, during this period, the employer will consider redeployment of the employee to another similar position which may be available. Retraining of affected employees for a significant career change will be considered. The cost of retraining will be no more than what the affected employee would have received for a redundancy payment.

## **D. Superannuation**

- a. University employees may belong to the Unisaver New Zealand Superannuation Scheme 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 contributions. Members of the Fund are bound by the provisions of that Scheme.

## **E. Variations**

The parties to this individual agreement may, at any time it remains in force, agree in writing to the variation of any of its provisions.

## **F. Management of Change**

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

# **3 HOURS OF WORK**

## **A. Ordinary Hours**

- i) The ordinary hours of work shall be as per the individual letter of offer.
- ii) The Employee, on time sheets provided by the Employer, in accordance with established procedure shall furnish particulars of any hours worked.

## **B. Rest Breaks**

A rest break of 10 minute's duration shall be allowed to each Employee during the morning, afternoon, evening, and night within the Employer's time and tea, milk, coffee and sugar shall be provided.

## **C. Availability for work**

- i) Employees will not be paid during resident student vacations except when they are required to work, in which case they shall be paid at the same rate applying during the resident student term. When absence occurs due to the non-availability of work during resident student vacations, the contract of employment shall be deemed to be continuous.
- ii) Where an Employee is unable and/or unwilling to work during student vacations their service shall be deemed to be continuous should the Employee return for work the next term.

## **D. Rosters**

- i) A Roster setting out the correct working hours of each Employee shall be affixed and maintained in some conspicuous place and shall be accessible to the Employee.
- ii) In preparing a roster the Employer will be mindful of staff preferences where they are reasonable and practicable.
- iii) In the event of any proposed change to rosters the Employer will consult.

## **4 REMUNERATION**

### **A. Salary**

The salary offered shall be as per the individual letter of offer.

### **B. Progression**

At least once a year the employer shall review the salary of the employee having regard to:

- i individual level of achievement, skills and workload
- ii scarcity of skills and value to the University
- iii recruitment and retention

## **5 ALLOWANCES**

### **A. Travelling on University Business**

- (i) Where an 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 nor are the traveling expenses in 5.B below:
- (ii) Where the period is less than 24 hours but is overnight actual and reasonable expenses plus incidentals allowance are payable but not the traveling expenses in 5.B. below.

### **B. The following expenses shall be paid when traveling 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 the actual and reasonable costs of meals on production of receipts.
- (iii) Employees Staying Privately – Employees staying privately 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 thereof is payable for incidental expenses not otherwise recoverable. The period of payment is calculated from the time of departure from the University or from the employee’s residence whichever is the earliest to the time of return to the University or employee’s residence whichever is the earlier. From 1 July 2017 the rate of the allowance shall increase by 1 percent 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.

### **C. Meal Allowance**

Where appropriate an unpaid meal break of not more than 1 hour or less than 30 minutes will be allowed. A meal will be provided by the Employer.

### **D. 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 New Zealand 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. Provision of Uniform and Equipment (If required for the position)**

- (i) The Employer will provide for and supply to each Employee suitable outer clothing or uniform (excluding footwear) and tools for use during the hours of employment, having regard to the nature of the duties the Employee is required to perform.
- (ii) Two issues of uniform per week shall be supplied to all Employees employed five or more days per week.
- (iii) It shall be a breach of this Agreement if the Employee fails to wear the uniforms or use the equipment so provided.

### **F. 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).

## **6 HOLIDAYS AND 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 a pro-rated entitlement.

## **A. 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.

- i. The University observes Easter Tuesday in lieu of Anniversary Day in Otago. 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.
- ii. 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 employee 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.

## **B. Holidays Falling During Leave or Time Off**

- i. Leave on pay – Where a public 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.
- ii. 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.

## **C. Annual Leave Entitlement**

- i Annual leave of five weeks shall be allowed.
- ii The timing of annual leave will be determined in accordance with the needs of the business, taking into consideration as far as possible the employee's wishes concerning the taking of leave. The University may decline to grant leave or may direct an employee to take leave at a certain time.
- iii Wherever possible the employee will have the opportunity to take all leave due to them in any one year. The employee may be permitted to carry forward from one leave year to the next up to half of their annual leave entitlement. With the approval of the employer, the employee may take annual leave in anticipation of entitlement. The number of days anticipated shall not exceed the amount of accrued leave.



## D. Sick Leave

- i Employees are 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.
- 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 an employee to undergo an examination by a registered medical practitioner of the employer's choice where it is considered that the employee's performance may be impaired by a possible medical condition. Should the employee be found to be unfit to perform their full duties they may be placed on sick leave (with or without pay) until cleared to return to full duties. The cost of the medical examination will be met by the employer.
- vi 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.
- 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, the employee 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 the employee resigns 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.

## E. 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. Retirement Leave

- i Retiring employees shall be entitled to retiring leave as set out in tables A and B of this clause.
- ii 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.
- iii 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.
- iv In determining the period of service, the employer may deduct periods of leave without pay exceeding 3 months in total.
- v 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.
- vi Entitlements

Entitlement (in working days) with service of years and months specified.

<b>Months</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>6</b>	<b>8</b>	<b>10</b>
<b>Years</b>						
<b>10</b>	22	23	24	24	25	26
<b>11</b>	26	27	28	29	29	30
<b>12</b>	31	31	32	33	34	34
<b>13</b>	35	36	36	37	38	39
<b>14</b>	39	40	41	41	42	43
<b>15</b>	44	44	45	46	46	47
<b>16</b>	48	49	49	50	51	51
<b>17</b>	52	53	54	54	55	56
<b>18</b>	56	57	58	59	59	60
<b>19</b>	61	61	62	63	64	64
<b>20</b>	65	66	66	67	68	69
<b>21</b>	69	70	71	71	72	73
<b>22</b>	74	74	75	76	76	77
<b>23</b>	78	79	79	80	81	81
<b>24</b>	82	83	84	84	85	86
<b>25</b>	86	87	88	89	89	90
<b>26</b>	91	91	92	93	94	94
<b>27</b>	95	96	96	97	98	99
<b>28</b>	99	100	101	101	102	103
<b>29</b>	104	104	105	106	106	107
<b>30</b>	108	109	109	110	111	111
<b>31</b>	112	113	114	114	115	116
<b>32</b>	116	117	118	119	119	120

<b>33</b>	121	121	122	123	124	124
<b>34</b>	125	126	126	127	128	129
<b>35</b>	131					

### **G. Commencement of Retiring Leave**

- i. 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.
- ii. 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.

### **H. Parental Leave**

Parental Leave shall be granted in terms of the University's Parental Leave Policy 2009.

### **I. Long Service Leave**

- i. In addition to holidays and annual holidays specified elsewhere in this agreement, an employee shall be entitled, on completion of 10 years' continuous University service, to a special holiday of two weeks and to a further special holiday of two weeks at 20 years of continuous University service, which must be taken within five years of becoming due, or be forfeited.
- ii. Employees who, at the date of of this agreement, have more than 10 years continuous University service but less than 20 years, shall be entitled at their discretion to either:
  - a. 4 weeks at 20 years' continuous service as a once only entitlement; or
  - b. 2 weeks at 10 years' continuous service and another 2 weeks at 20 years' continuous University service as a once only entitlement.
- iii. Long service leave is a leave entitlement, not a basis for a lump sum payment. It will not be paid out under any circumstances, other than where the employee is made redundant under the provisions detailed in Appendix A.

### **J. Jury Service Leave**

- i. An 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 payment.
- ii. The employee must return to work if, or when, discharged from, or not required for, jury duty for the remainder of the day. Those who have served on a jury for part of the day are not required to return to work until the following day.
- iii. The employee will inform the employer immediately upon nomination for jury duty.

## **K. Bereavement/Tangihanga Leave**

- i. 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). This shall include leave to attend unveilings/hura kōhatu, 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 leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.
- iv. If a bereavement occurs while an 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.

## **L. Study Leave**

- i. Employees may be granted study leave to enable them to complete qualifications and to attend courses and seminars which are considered by the employer to be relevant to their employment.
- ii. Provisions for this and other forms of study leave are at the discretion of the employer.
- iii. 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.

- a. Where a full-time employee is required to undertake study towards a recognised qualification the employee shall be granted leave on pay up to a maximum of one day in a week for the purpose of attending such a course.
- b. The granting of leave each year shall be subject to the employee's satisfactory progress in the work and studies.
- c. An employee who has successfully completed a section of the course for which he/she has enrolled as in L.iv.a, above shall be reimbursed the cost of course tuition and examination fees on the production of result slips and receipts. Other fees and the purchase of notes, books and instruments are the responsibility of the employee.
- v. Where an employee is required by the employer to take a residential course the employee shall be granted paid leave provided the employee makes known, and applies for, the leave requirement prior to enrolment in the course. Where a course of study requiring such attendance is approved, the employer shall pay reasonable travel and other expenses.

### **M. 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.

### **N. 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.

## **7 GENERAL PROVISIONS**

### **A. 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.

## **B. Health and Safety**

- i. The University shall encourage safe work practices through the Safety Committee which shall include staff representatives. For employees using VDUs the OSH Code of Practice for the safe use of VDUs shall apply.
- ii. Following the completion of six months' service an employee who is engaged on VDU duties for at least 50% of his or her normal working hours per week 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 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 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.
- iii. The parties to this agreement express their commitment to the pursuit of Health and Safety in employment. All parties undertake to meet their obligations under the Health and Safety in Employment Act 1992 and all other Health and Safety legislation promulgated.
- iv. The Employer shall provide all safety and protective equipment and clothing necessary. All items provided under this clause shall be used by the Employee. Failure to comply with this requirement or failure to follow any safety and/or health procedure shall constitute serious misconduct.
- v. All Employees must notify the Employer of any hazard on Company premises which they become aware of either at the time or by the end of the ordinary hours for the day on which the hazard is identified. Failure to do this shall constitute serious misconduct.
- vi. A work related accident must be reported by the Employee to the Employer either at the time of the accident or by the end of the ordinary hours for the day on which the accident occurred. Failure to do this may result in the Employer not accepting that the accident occurred at work and shall constitute serious misconduct.
- vii. The Employer shall be notified as soon as practicable on the first day of absence caused by injury. When possible the Employee will indicate the nature of the injury and the expected duration of the Employee's absence.
- viii. When treatment is sought for a work related accident, an ACC45 form will be completed by the treatment provider. This form must be forwarded to the Health & Safety Office as soon as practical.

If a Medical Practitioner certifies a requirement for time off work, then it is the responsibility of the injured person to notify their Department and the Health & Safety Office immediately. Failure to provide this certification will result in the time off being recorded as unauthorised leave for which no wages will be paid

- ix. Where the Employee is suffering from an injury as a result of a work related accident, the Employer will require the Employee to return to work to undertake such alternative duties

(either on a full or part-time basis) as are available and are within the Employee's capability and level of fitness as determined after consultation with the Employee and a medical practitioner.

### **C. Payment of Salaries**

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

Timesheet staff shall be paid for the number of hours worked, at the appropriate hourly rate, as detailed in their letter of appointment.

Wages shall be paid each fortnight within two days of their falling due directly into the Employee's bank account. At the termination of an Employee's employment, all wages and other payment due shall be computed and paid within 7 days of the notice of termination of employment or on the last day of employment, whichever is the later.

### **D. Employment Relationship Problem Resolution Process**

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

### **E. 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.

### **F. 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 - 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.

**a. 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.

**b. 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.

**c. 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 2.C, 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
1 year 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.
- (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 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 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.