



**UNIVERSITY OF OTAGO
UNIVERSITY UNION INDIVIDUAL
EMPLOYMENT AGREEMENT**

1 July 2022 – 30 June 2024

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UNIVERSITY OF OTAGO

Te Whare Wānanga o Otāgo

UNIVERSITY UNION INDIVIDUAL EMPLOYMENT AGREEMENT

SECTION A: GENERAL

A.1 Parties

BETWEEN The Vice-Chancellor, University of Otago (the "employer")

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

A.2 Employment Relations Act

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

A.3 Coverage of the Agreement

- a. This is an Individual Employment Agreement (IEA). It covers all staff employed in the University Union on the Union salary scale in Section D.
- b. Notwithstanding A.3.a. above the following staff are specifically excluded from coverage:
 - i. 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.
 - ii. Any 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 who is employed less than 20 hours per week during semester time or up to full-time during vacations.
 - iii. All administrative staff employed in the Union.

SECTION B: TERMS OF EMPLOYMENT

B.1 Categories of Staff

Full-time	All staff working on a continuing basis for the full hours defined in the agreement.
Part-time	All staff working on a continuing basis but for less than the full hours defined in the agreement. Part-time staff receive entitlements of this agreement on a pro-rata basis.
Fixed-Term	<p>Shall mean those engaged for a specified limited term, or for a specified project or to replace an employee who is on Parental Leave. In the case of staff on fixed-term agreements nothing in this agreement shall be read to create an expectation of continued employment beyond the expiry of the staff member's fixed-term.</p> <p>Staff employed on fixed-term agreements shall receive all other terms and conditions of this collective agreement based on continuous years of service with the employer.</p>
Seasonal Employment	<p>A semester employee is defined as an employee who is employed for fixed periods of employment during the Otago University semester. They are not required to work during the mid-semester breaks and semester breaks.</p> <p>A semester employee may be asked to work during one or more semester breaks. Unless they have been specifically asked to work during a semester break there will be no work for them and they will not be paid.</p>

B.2 Abandonment of Employment

When an 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 an employee was unable, through no fault of that employee, to notify the employer, they shall not be deemed to have abandoned employment.

B.3 Termination of Employment

- a. Employment may be terminated as follows:
 - i. For employees notice of termination shall be one month by either party.
 - ii. For a fixed-term employee employment shall terminate upon the expiry of their 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.
 - iii. The above periods of notice may be varied by mutual agreement.
 - iv. Clauses i. to iii. above shall not prevent the employer from summarily dismissing an employee for 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. 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.
- d. Each employee, upon termination, shall on request be provided with a certificate of service, within a reasonable period.
- e. 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.
- f. The notice period for staff employed in the research funded category is one month.

B.4 Superannuation

University employees may belong to UniSaver New Zealand in accordance with the provisions of that scheme. As UniSaver is a KiwiSaver compliant scheme, if an employee is not eligible to join UniSaver, they must formally apply for KiwiSaver if they wish to join or re-join KiwiSaver.

B.5 Equal Employment Opportunities

The parties are committed to the principles of equal employment and the promotion of diversity and inclusiveness outlined in the Public Service Act (2020) and section 597 of the Education and Training Act 2020.

B.6 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. In that event the provisions of the Policy Drafting, Review and Approval Guidelines will apply.

B.7 Management of Change

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

B.8 Continuity of Employment

Irrespective of any subsequent changes to legislation, Part 6A of the Employment Relations Act 2000 as enacted at the date of this agreement shall continue to apply to this agreement to the extent that this is possible while complying with any subsequent legislation.

SECTION C: HOURS OF WORK

C.1 Hours of Work

- a. Forty Hours shall constitute an ordinary full-time week's work
- b. Unless otherwise specified in this agreement, the ordinary hours of work will be worked within the core hours of 7am and 9pm Monday to Friday and 8am and 5pm Saturday, normally on five consecutive seven and a half hour days, except that by mutual agreement of employer and the individual employee (which shall not be unreasonably withheld) the hours may be varied within a 40 hour week.

- c. The ordinary hours of work shall not exceed 10 hours per day or 40 hours per week over any rostered five days, in any one week Monday to Sunday inclusive.
- d. As far as possible the hours of work shall be continuous except for a meal break of not more than one hour or less than 30 minutes.
- e. In addition, employees shall be granted a rest period of 10 minutes in each period of four hours worked. Normally that rest period shall be allowed after not less than two hours work.
- f. Flexi-time may operate by mutual agreement between the employer and the individual employee concerned, within the ordinary hours of work specified within this agreement.
- g. In special circumstances an employee may be required temporarily to vary starting and/or finishing times.
- h. Staff are entitled to request flexible working arrangements as outlined in university policy and legislation.

C.2 Rosters

- a. A Roster setting out the correct working hours of each Employee shall be accessible to the Employee.
- b. In preparing a roster the Employer will be mindful of staff preferences where they are reasonable and practicable.
- c. In the event of any proposed change to rosters the Employer will consult.

C.3 Regular Work Outside of Core Hours

- a. The ordinary hours of work for existing employees may be varied from the core hours set out in C.1.b above by agreement between the employer and the employee. Such agreement shall not be unreasonably withheld. The employee shall have the right to be represented in any discussion by a representative of their choice, and shall be notified of that right.
- b. Any new or existing employee employed in a position which has specified hours outside of the core hours in C.1.b above, and who has specifically been offered and accepts ordinary hours of work outside of those set down in Clause C.1.b shall not be entitled to the provisions of Clauses C.4, C.5 and E.5 and Clause C.1.b shall not apply.

C.4 Overtime

- a. These provisions apply to all employees who, with the prior authorisation of the employer, work in excess of 40 hours per week.
- b. Employees shall be compensated for authorised overtime by one of the following options to be agreed between the employer and employee when the overtime is authorised:
 - i. time off in lieu of one hour off for one hour worked; or
 - ii. the payment of one hour's pay for each hour worked.

C.5 Call Backs

- a. Where an employee is required by the employer to attend the University, after the employee has completed their ordinary hours of work and has left the place of employment, or is called back before the normal time of starting work and does not continue working until such normal starting time (hereinafter referred to as a "call back"), the employee shall be paid either overtime or shall receive time off in lieu thereof.
- b. For the purposes of sub-clause C.5.a, any overtime paid to the employee or any time received in time off in lieu thereof shall be calculated as outlined in C.4.

C.6 Minimum Break between Spells of Duty

- a. When overtime is necessary it shall, wherever reasonably practicable, be so arranged that the employee has at least nine consecutive hours off duty between the employees successive days.
- b. An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day, that the employee has not had at least nine consecutive hours off duty between those times shall, subject to this clause, be released after completion of such overtime until the employee has had nine consecutive hours off duty without loss of pay for ordinary working time and for regular rostered overtime (as prescribed in Clauses C.1 and C.2 of this Agreement) occurring during such absence.
- c. If on the instructions of the employer, such an employee resumes or continues work without having had such nine consecutive hours off duty, the employee shall be paid at overtime rates until being released from duty for such period, and shall then be entitled to be absent until the employee has had nine consecutive hours off duty without loss of pay for ordinary working time (as prescribed in Clauses C.1 or C.2 of this Agreement).

C.7 Availability for work – Seasonal Employees

- a. 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.
- b. 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.

C.8 Job Sharing

Job-sharing is a voluntary arrangement where (usually) two employees share one job, each working part-time on a regular, ongoing basis. Job sharing is one of a number of flexible work arrangements that can be an effective means of reconciling the competing demands of an employee's work and family demands.

If employees wish to initiate a job-sharing arrangement, they should discuss this with their manager. The manager will consider operational requirements and determine whether to approve the proposed arrangement. The manager should consider practical measures to allow job sharing to occur.

The terms and conditions relating to the job share arrangement will be set out in full and agreed in writing.

Where either of the employees in a job-sharing arrangement terminate their employment with the university, the vacant hours shall be offered to the remaining employee. Should the remaining employee wish to continue the current job share arrangement, the employer will consider filling the vacant component of the role through the normal processes. If the employer proposes to discontinue the job share arrangement, the management of change provisions will apply.

SECTION D: REMUNERATION

D.1 Salary Scales

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

Scale U as at 1 July 2022

Title	Appointment range hourly rate (\$)			Merit range hourly rate (\$)		
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Assistant - Outlet/Kitchen/Café/Retail/Stores	U1	22.87	23.37			
Assistant Supervisor / FOH Colleges	U2	23.37	23.87	24.37	24.87	
Outlet Supervisor / Duty Manager	U3	25.17	25.87	26.57	27.32	28.02
Chef	U4	26.27	26.97	27.67	28.37	29.07
Senior Chef	U5	27.92	28.62	29.32	30.02	30.72
Head Chef	U6	31.47	32.17	32.87	33.57	34.27
Food Service Manager / Executive Chef	U7	70,150				88,220

Scale U as at 1 July 2023

Title	Appointment range hourly rate (\$)			Merit range hourly rate (\$)		
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Assistant - Outlet/Kitchen/Café/Retail/Stores	U1	24.67	25.17			
Assistant Supervisor / FOH Colleges	U2	25.17	25.67	26.17	26.67	
Outlet Supervisor / Duty Manager	U3	26.97	27.67	28.37	29.12	29.82
Chef	U4	28.07	28.77	29.47	30.17	30.87
Senior Chef	U5	29.72	30.42	31.12	31.82	32.52
Head Chef	U6	33.27	33.97	34.67	35.37	36.07
Food Service Manager / Executive Chef	U7	73,650				91,970

D.2 Criteria for Placement and Movement

a. Appointment

All new appointees will be placed within the Appointment range. Normally a new appointee will be placed on step 1. Placement at a higher step in the Appointment range will be based on the applicant's previous experience, qualifications and assessment against the criteria used for the Performance and Development Review (PDR) process.

b. Progression

- A formal PDR is to be undertaken each year to coincide with the dates specified in the PDR processes.

- Step progression in the Appointment range is automatic subject to maintaining satisfactory performance.
- Step progression in the Merit range is based on the criteria and processes outlined in the University PDR process. All progression will be effective from 1 February after the formal PDR review.

D.3 Supplementary Payments

The employer may award individual employees a non-superable payment additional to the salary on the grounds of recruitment and retention. The conditions relating to the payment, including when it will be reviewed, will be detailed at the time the payment is put in place.

D.4 Bonus Payments

Bonus payments may be made to individuals or groups who have undertaken substantial additional work or special projects over and above normal duties. Applications may be initiated by individuals through the Manager.

Applications will be considered according to the Remuneration Policy.

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 for an employee who 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 6.5 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 that they have previously undertaken full duties and responsibilities of, and for which a higher duties

allowance has been paid, then the appointment to that position may be backdated to the date that the higher duties were taken up.

E.2 Meal Allowance

Where appropriate an unpaid meal break of at least 30 minutes will be allowed. A meal may be provided by the Employer.

E.3 Morning, Lunch and Afternoon Tea

All employees are to receive free tea, coffee, milk and sugar for morning, lunch and afternoon tea breaks.

E.4 Travelling on University Business

- a.
 - 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 travelling expenses in E.4.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 travelling expenses in E.4.b. below.
- 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 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.
- c. Incidentals Allowance: An incidentals allowance of \$10.63 per 24 hour period or part 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 2023 the rate of the allowance shall increase by 4 percent to \$11.06 per 24 hour period.

E.5 On Call Allowance

- a. If an employee is instructed to be on call and must remain within easy contact during normal off duty hours the employee shall be paid an on call allowance of \$36.85 per twenty four hour period or part thereof.
- b. Where an employee agrees to have their name and telephone number made available for an emergency availability list, but does not qualify for the on call allowance due to not being instructed to remain within telephone contact, the

University will pay them \$7.28 for each month or part thereof that they are on the list.

- c. From 1 July 2023 the rate of the allowance shall increase by 4 percent to \$38.33, \$7.57 respectively.

E.6 Te Reo/Tikanga Allowance

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

E.7 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).

E.8 Unpleasant Duties

Employees required to do unusually dirty work in out-of-the-ordinary circumstances, such as the removal of vomit or excreta deposited outside a toilet bowl, shall be paid \$9.22 per incident the Employee carries out such work for up to 2 payments per shift. Any claim under this clause shall require the prior approval of a departmental supervisor. Any Employee objecting to carrying out such duty shall not be compelled to perform such duty. Excreta shall be defined as faecal matter. From 1 July 2023 the rate of the allowance shall increase by 4 percent to \$9.58.

SECTION F: 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.

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, Matariki, 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. 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.
- b. 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.

Full-time staff (i.e. 40 hours) whose specified hours of work are not Monday to Friday will receive the same number of public holidays as other staff.

- c. In the event of a public holiday falling on a day that the full-time staff member does not normally work, the staff member will be entitled to a paid holiday to be taken on any other day agreed between the parties. This clause comes into effect from the date of signing of this agreement.

F.2 Holidays Falling During Leave or Time Off

- a. 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.
- 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 five weeks per annum shall be allowed in accordance with the Holidays Act 2003 and amendments. This entitlement includes the last working day before Christmas and the three days between Christmas and New Year.

- b. All employees will submit their leave requests via the staff web 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 employer may decline to grant leave or may direct any employee to take leave at a certain time. Heads of Department are required to keep records of annual leave taken by staff.
- d. Wherever possible employees will have the opportunity to take all leave due to them in any one leave year. If an employee has an accrued annual leave entitlement greater than 10 days, the employee will take annual leave from the first normal working day following 1 January in the following year for a period sufficient to reduce the carry forward balance to a maximum of 10 days, unless the employer expressly agrees otherwise in writing.
- 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 anniversary date from which annual leave entitlements are calculated will be 1 December each year.
- g. 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 Sick Leave

- a. Employees except for those on a fixed-term of 6 months or less are entitled to Sick Leave on pay as set out in clause F.4.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 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.
- f. 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.

- g. The employee should notify absence due to sickness to their supervisor 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. 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.
- j. 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.
- k. All employees will submit their leave requests via the staff web kiosk leave approval system.

F.5 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.6 Retirement Leave

- a. Retiring employees shall be entitled to retiring leave as set out in the Entitlement table in section F.6.f.

- b. Service for the purposes 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
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.7 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.8 Parental Leave

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

F.9 Long Service Leave

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 for every five years thereafter.
- To be used before the next entitlement is due.

a. Employees who, at the date of settlement of this agreement, have more than 25 years continuous service but less than 30, more than 30 years continuous service but less than 35 years and so on, shall receive the new entitlement.

b. 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 A.

c. It is the intention that when staff take long service leave their remuneration remains unchanged, hence all long service leave 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.10 Jury Service Leave

- a. 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.

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.

- b. The employee will inform the employer immediately upon nomination for jury duty.

F.11 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.12 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). This shall include leave to attend unveilings/hura kohatu, memorial services/kawe mate and maumaharatanga.
- 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 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.
- e. Following pregnancy loss, the same leave entitlement shall apply as set out in clauses F.12 a-d

F.13 Study Leave

- a. 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.
- 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.
 - i. 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.
 - ii. The granting of leave each year shall be subject to the employee's satisfactory progress in the work and studies.
 - iii. An employee who has successfully completed a section of the course for which they have enrolled as in F.13.c (i) 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.
- d. 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.

F.14 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.15 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.

F.16 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.17 Domestic Violence Leave

- a. 10 days will be granted in accordance with the University Domestic Violence Policy to an employee who experiences domestic violence.
- b. In order to provide support to employees experiencing domestic violence and to provide a safe work environment to all employees the employer will consider reasonable and practical requests from an employee experiencing domestic violence to changes to work arrangements. These changes may be to hours or pattern of work, contact details, location of work or duties or any other changes which may improve the safety of the employee and/or their co-workers.

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 VDUs the OSH Code of Practice for the safe use of VDUs 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% of their 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.

G.2 Provision of Uniform and Equipment

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

G.3 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.4 Re-Entry after Absence Due to Childcare

An employee who was covered by this agreement but resigned from the University to care for an under school age child or children 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 \$24,447 per annum eligibility will be at the employer's discretion.
- d. An applicant seeking to return to the University 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 G.3.a., whichever is the earlier. This notice shall be forwarded to the employer who shall acknowledge receipt of it.
- e. Where an applicant meets the conditions in Clauses G.4.a-d and, at the time of the application:
 - ii. has the necessary skills to fill competently a vacancy which is available in the University; and
 - iii. 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 an applicant is not appointed to any position within three months after the expiry of the period in G.4.a. above, the benefits of these provisions will lapse.

G.5 Payment

The employee will be paid fortnightly by direct credit to a bank account.

G.6 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.

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.

G.9 Variations to Agreement

The parties to this agreement may agree to vary any or all of its provisions during the term of this agreement subject to the agreement of the employer and employee. Any agreed variation will be recorded in writing and signed by both parties.

G.10 Computer and Internet Access

All staff should have reasonable access to a computer and internet.

G.11 Term of the Agreement

This agreement shall be deemed to come into force on 1 July 2022 and shall continue in force until 30 June 2024.

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 employer will consult with the affected staff if the employer has a definite proposal which is likely to result in significant changes to either the organisational structure, staffing or work practices affecting the employee. Where you are an affected employee the consultative process shall include:
 - The employer providing details of the proposal to affected staff
 - The employer provides the information (subject to commercial confidentiality being protected) so that affected staff can form a view.
 - Affected staff are given an opportunity to make submissions.
 - The employer taking due notice of what the affected staff 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. At this time, affected staff recommend to the employer any options which the affected staff 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 a policy 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.
- 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, 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.
- Where the employer is proposing a restructuring (as defined by section 69L of the Employment Relations Act 2000) that would, if it occurs, involve the transfer to another employer of the work performed by the employee, the employer will negotiate with the other employer (the transferee) about options that may exist for the employee to transfer employment to the transferee. The negotiations will include discussions on the possible terms of employment the transferee may consider offering to the employee.

In the event that an affected employee does not transfer to the transferee, the relevant provisions in this Schedule will apply, provided that, nothing in this Agreement or any other agreement shall require the employer to pay compensation for redundancy to the employee if:

- a) The person or agency acquiring the business being sold or transferred has offered the employee employment in the business being sold or transferred at the same location and has agreed to treat service with the employer as if it were continuous with that person or agency and
- b) The conditions of employment being offered to the employee by the person or agency acquiring the business are the same as, or

are no less favourable than, the employee's conditions of employment, including the employee's right to bargain collectively and including any service related and redundancy conditions and any conditions relating to superannuation under the employment being terminated and

- c) The offer of employment by the person or agency acquiring the business is an offer to employ the employee in that business whether in the same capacity as that in which the employee was employed, or in a capacity the employee is willing to accept.
- 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) An employee may propose that they be reconfirmed where that employee believes their current job is sufficiently similar to the new job. The employer will have the final right to decide whether or not reconfirmation is appropriate on the basis of the similarity of the jobs.
- (v) In situations where there is more than one clear affected candidate, the employer will consult with 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 not be abated by any subsequent salary increase for the new position during the 24 month period; or
 - When employees who have approval to retire within 5 years are appointed to a position carrying a lower salary, such employees will retain their present grade and salary unabated and their salary will be increased in line with any subsequent salary increases. This difference cannot be cashed up.
- (vi) Where a member who contributes to the Government Superannuation Fund is within 5 years of their approved retirement they may elect to continue contributing at the previous higher salary rate and the University will pay the required employer contribution at that higher salary for up to 5 years.
- (vii) Any employee who declines an offer of redeployment under the above terms following their written application for a position will not be entitled to redundancy compensation at the expiry of their period of notice.
- (viii) Within the first six months the employee and employer may agree that the employee is not suited to the position. Severance will be effective immediately on the agreement being reached and no further notice shall be given nor required. The employee in these circumstances shall receive a redundancy payment as per Clause 3.d of this Appendix.

3. Surplus Staff

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

a. Notice

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. In this event, severance payment will be made as per the relevant formula in this agreement.

b. Job Search

All affected employees from the time of being given notice under Clause 3.a above of this Appendix will be allowed to take reasonable time on full pay to prepare a curriculum vitae, attend counselling with counsellors agreed by the employer, attend job interviews and attend job training. Reimbursement shall be made for reasonable costs incurred in preparation of a curriculum vitae and counselling referred to previously. The costs of job training may also be met but will be decided by the employer on a case by case basis.

c. Options

Within the period of notice, and in addition to considering any new opportunities for reconfirmation or redeployment which may arise, the employer, affected staff will consider which of the following options may be appropriate and how they will be applied. The final decision on use of these options rests with the employer. The options are:

i. Retraining

Retraining involves a significant career move to another position in the University and some formal retraining. Salary and training expenses would not normally exceed the amount of the full severance payment.

Before retraining commences agreement will be reached on the criteria for any bond conditions, if necessary, and for placement in the University (location, job type, salary range etc) where it is considered that the retraining will result in continuation of employment with the University.

ii. Temporary Position

A temporary position may be established by the employer to provide alternative work for an employee pending an expected suitable vacancy. If the vacancy does not eventuate then the surplus staff provisions will apply.

iii. Leave With Pay

Leave with pay can be agreed to allow the employee to pursue other job options inside or outside the University for an agreed time period. This leave with pay forms part of the severance payment and the portion used whilst on leave with pay will be deducted from any final severance payment. Leave with pay cannot exceed the amount of the full severance payment. The employee may not take up other work during the period on pay except for secondary employment already approved.

iv. Other Options

Other options, or variations to the above options may be agreed between the employer, and the affected employee.

d. Redundancy

- i. At the expiry of the period of notice, if redundancy is necessary, a severance payment will be paid according to the following formula:

Continuous Service with the University (years)	Payment (weeks)
Up to 1	6
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

Continuous Service with the University (years)	Payment (weeks)
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. Service for the purpose of determining years of continuous service means unbroken full-time or part-time employment that falls within the coverage of a University Collective Employment Agreement.
- iii. All redundant employees shall be entitled to cash up outstanding holiday pay.
- iv. Periods of approved leave without pay shall not be considered to break a period of service but will be discounted in calculating the number of years of service. Periods of absence without pay for up to five years for the purposes

of childcare (which may include parental leave) and parental leave will not be considered to break a period of service but will be discounted in calculating the number of years of service.

- v. In the case of employees on parental leave the calculations shall be based on the salary rate at the time of taking leave.

APPENDIX B - EMPLOYMENT RELATIONSHIP PROBLEM RESOLUTION PROCESS

1. EMPLOYMENT RELATIONSHIP PROBLEMS

Employment relationship problems include such things as personal grievances, disputes about the interpretation or application of employment agreements, or other workplace issues that may harm the employment relationship, but does not include problems with the fixing of new terms and conditions of employment.

2. RAISING THE PROBLEM

If you think you have a problem in your employment, then you should raise it with your Head of Department or Manager as soon as possible, so we can try and resolve it with you. If for any reason you feel unable to raise it with your Head of Department, you should approach another appropriate manager or an Adviser in Human Resources. In some cases, there is a time limit on when you have to do this – see “Personal Grievances” below.

3. REPRESENTATION

At any stage, you have the right to seek advice and support from 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), for reasons other than sexual harassment, you have 90 days from the time the problem occurred, or became known by the employee, to raise the grievance with the employer.

The timeframe in which to raise a personal grievance due to sexual harassment has been extended from 90 days to 12 months.

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 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 the behaviour of another member of the University community. This policy is available on the University website (<http://www.otago.ac.nz>) under Human Resources Policies.

8. HUMAN RIGHTS COMMISSION PROCEDURES

If you believe you have a grievance based on discrimination or sexual or racial harassment an alternative procedure is available through the Human Rights Commission. However, you cannot refer your grievance to both the Human Rights Commission as a complaint and to the Employment Relations Authority as a personal grievance. You have to choose one option or the other.