

UNIVERSITY OF OTAGO



Academic Staff Members’ (Non Medical/Dental)

COLLECTIVE EMPLOYMENT AGREEMENT



TERTIARY EDUCATION UNION
Te Hautū Kahurangi o Aotearoa

Tertiary Education Union
Te Hautū Kahurangi o Aotearoa

1 July 2010 to 30 June 2011

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UNIVERSITY OF OTAGO
Te Whāre Wananga o Otāgo

COLLECTIVE EMPLOYMENT AGREEMENT
for Academic Staff (Non-Medical/Dental)

1. GENERAL

1.1 Parties

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

AND The Tertiary Education Union (TEU)

1.2 Coverage

- a) This agreement shall apply to all non medical/dental academic staff who have one of the following titles:
Professor; Associate Professor;
Senior Lecturer; Lecturer; Assistant Lecturer;
Professorial Research Fellow; Research Professor; Research Associate Professor;
Senior Research Fellow; Research Fellow; Assistant Research Fellow;
Professional Practice Fellow;
Teacher Education Fellow;
Senior Teaching Fellow and Teaching Fellow.
- b) Notwithstanding a) the following staff are specifically excluded from coverage:
- i. any employee with one of the above titles in a) who is appointed as a Dean; Pro-Vice-Chancellor or Deputy Vice Chancellor for the duration of that appointment,
 - ii. Joint Clinical Staff,
 - iii. All casual staff being defined below 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.
 - iv. Any Assistant Research Fellow who is employed for less than 20 hours per week during semester time, and up to full time during vacations and is currently a student enrolled in 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.

2. NEW EMPLOYEES

- 2.1 When a person is appointed to a position where the work to be done comes within the coverage clause of this agreement the employer will:
- a) inform the employee that he/she may join one of the unions, provide the employee with an application form and other information material; and
 - b) provide the union with the names of all new staff who give authority for this.
- 2.2 During the first 30 days of employment, the terms and conditions will be the terms and conditions of this agreement, and any additional terms and conditions mutually agreed which are not inconsistent with this agreement.

3. RESEARCH FUNDED PERMANENT STAFF

Staff may be appointed to this category of employment where their employment is dependent on the continuation of sufficient research funding, as determined by the Employer. Except as otherwise specified their terms and conditions of employment will be the same as other employees with ongoing employment

4. POLICIES AND PROCEDURES

Recognising the unique position of the University as critic and conscience of society as set out in the University Charter and acknowledging the principles of Academic Freedom as set out in s161 of the Education Act 1989 the employer undertakes, at all times, to act as a good employer by following a procedure which is fair and based on the principles of natural justice.

All policies, procedures, statutes and regulations relating to employees shall be binding on the employer and employees. Nothing in these policies or procedures shall be inconsistent with this agreement, but should this occur, the agreement will apply. The employer may, from time to time, vary these provisions or may issue new ones.

The employer may, from time to time, vary the provisions of any Human Resources policy or may issue new policies or procedures. Prior to establishing any new Human Resources policy or making a substantial change to an existing Human Resources policy the employer must consult with the Unions. Should the Unions consider that they may not have had sufficient input, the Unions shall advise the employer, either before or at the time the policy or procedure is being promulgated.

5. TERMINATION OF EMPLOYMENT

Termination of employment shall be in accordance with the following:

- a) The employment of any employee whose appointment has been confirmed may be terminated by either party upon 6 months' notice. A confirmed appointment shall be considered permanent subject to satisfactory performance until the employee's normal retirement date unless the employer finds it necessary to terminate the appointment for reasonable cause.

- b) The notice period for staff employed in the research funded category is one month.
- c) The employment of any other employee (excluding an employee on a fixed-term agreement) shall be terminated by either party upon 3 months' notice.
- d) Where a fixed-term agreement expires notice shall be deemed to have been given at the time the agreement of employment was entered into.

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.

- e) The above periods of notice may be varied by mutual agreement.
- f) Notwithstanding the above provisions, the employer shall be entitled to terminate any employee's employment at any time and without notice or with reduced notice in the event of serious misconduct by the employee. The employer reserves the right, in consultation with the TEU, 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.

6. MANAGEMENT OF CHANGE

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

7. RETIREMENT

7.1 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.

7.2 Retirement Gratuity

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

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

8. RECOGNITION OF PREVIOUS SERVICE

For the purpose of calculating 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.

9. HOURS OF WORK

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

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

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

Teacher Education Fellows will have their workload governed by a University of Otago College of Education workload policy agreed by Parties.

10. REMUNERATION

10.1 Salary Scale

The following salary scale shall apply to employees covered by this Collective Employment Agreement.

Position Title		1/07/2009	1/07/2010
Assistant Research Fellows	ARF01	40,180	41,380
	ARF02	42,459	43,659
	ARF03	44,369	45,569
	ARF04	46,814	48,014
	ARF05	48,038	49,238
	ARF06	50,484 Bar	51,684 Bar
	ARF07	51,292	52,492
	ARF08	53,520	54,720
	ARF09	56,117	57,317
	ARF10	58,341	59,541
Assistant Lecturers/ Teaching Fellows	ALG01	51,292	52,492
	ALG02	53,520	54,720
	ALG03	56,117	57,317
	ALG04	58,341	59,541
Teaching Fellows	TF01	51,292	52,492
	TF02	53,520	54,720
	TF03	56,117	57,317
	TF04	58,341 Bar	59,541 Bar

	TF05	61,394	62,622
	TF06	64,448	65,737
	TF07	67,501	68,851
	TF08	70,555	71,966
	TF09	73,604	75,076
Professional Practice Fellows	PP1 01	51,292	52,492
	PP1 02	53,809	55,009
	PP1 03	56,326	57,526
	PP1 04	58,841	60,041
	PP1 05	61,359	62,586
	PP2 01	63,876	65,154
	PP2 02	66,392	67,720
	PP2 03	69,124	70,506
	PP2 04	71,365	72,792
	PP2 05	73,604	75,076
	PP3 01	75,846	77,363
	PP3 02	78,086	79,648
	PP3 03	80,334	81,941
	PP3 04	83,371	85,038
	PP4 01	87,876	89,634
	PP4 02	89,756	91,551
	PP4 03	92,724	94,578
	PP4 04	95,691	97,605
PP4 05	98,657	100,630	
PP4 06	101,625	103,658	
Teacher Education Fellows	TEF1.1	69,124	70,506
	TEF1.2	71,365	72,792
	TEF1.3	73,604	75,076
	TEF1.4	75,846	77,363
	TEF1.5	78,086	79,648
	TEF1.6	80,334	81,941
	TEF1.7	83,371	85,038
	TEF2.1	87,876	89,634
	TEF2.2	89,756	91,551
	TEF2.3	92,723	94,577
	TEF2.4	95,691	97,605
	TEF2.5	98,657	100,630
TEF2.6	101,625	103,658	
Lecturers/ Research Fellows/ Senior Teaching Fellows	LG01	69,124	70,506
	LG02	71,365	72,792
	LG03	73,604	75,076
	LG04	75,846	77,363
	LG05	78,086	79,648
	LG06	80,334	81,941
	LG07	83,371	85,038

Senior Lecturers/ Senior Research Fellows	SLG01	87,876	89,634
	SLG02	89,756	91,551
	SLG03	92,724	94,578
	SLG04	95,691	97,605
	SLG05	98,657	100,630
	SLG06	101,625	103,658
SL/SRF above the bar	SLGR	104,093	106,175
	Range	110,207	112,411
Associate Professors/ Research Associate Professors	AAPG min	114,978	117,278
	Range	126,847	129,384
Professors/ Research Professors	PROFG min	132,514	135,164
	Range	161,802	165,038

10.2 Progression

- a) Progression through the designated steps in the Assistant Research Fellow – Steps 1 to 6 and Steps 7 to 10, Assistant Lecturer, Teaching Fellow and the Lecturer grades is, subject to satisfactory performance, by annual increment, except for Senior Teaching Fellows where progression by annual increment shall cease at LG03. Movement above this level is determined by the employer in each case.
- b) For staff appointed on or before 1 September in any year, their first annual increment will apply from 1 February of the very next year whilst for those appointed between 2 September and 31 January, their first annual increment will apply from 1 February of the following year. Increments thereafter become annual on 1 February.
- c) The employer may employ Teaching Fellows and Professional Practice Fellows on any salary step in the above scales, or at any point within the ranges.
- d) Progression through the designated steps on the Senior Lecturer grade will not be automatic. Progression will be subject to a positive recommendation arising from a formal performance appraisal.
- e) Professional Practice Fellows' salary movement within PP1 and PP2 will be by automatic progression.
- f) Professional Practice Fellows' salary movement within PP3 and PP4 will be determined in accordance with the published policy.
- g) Teacher Education Fellows' salary movement within TEF1 will be by automatic progression.
- h) Teacher Education Fellows' salary movement within TEF2 will be determined in accordance with the published policy.

- i) Teacher Fellow above the bar progression is, subject to satisfactory performance, by automatic increment.

10.3 Promotion

The following promotions and, where applicable, movement within the ranges shall be determined by the employer based on individual merit including level of achievement, skills, and value to the organisation.

- a) Teaching Fellow to Teaching Fellow above the bar, and
- b) Lecturer to Senior Lecturer, Senior Lecturer to Associate Professor and Associate Professor to Professor, and
- c) Assistant Research Fellow to Assistant Research Fellow beyond the bar, Assistant Research Fellow to Research Fellow, Research Fellow to Senior Research Fellow, Senior Research Fellow to Research Associate Professor and Research Associate Professor to Research Professor.
- d) Teacher Education Fellow (1) to Teacher Education Fellow (2).

10.4 Variable Supplementary Payments

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

10.5 Te Reo/Tikanga Allowance

Where employees are called on by the University to 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, the University may recognise such contributions. This will be by way of agreed financial recognition or in some other agreed manner.

10.6 Professional Fees and Registrations

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.

11. SUPERANNUATION

- a) University employees may belong to the New Zealand Universities' 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.

12. LEAVE

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

12.1 Public Holidays

The following days shall be observed as public holidays. New Year's Day, the day after New Year's Day, Waitangi Day, Anzac Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Anniversary Day (local) or day in lieu, Christmas Day, Boxing Day. The University observes Easter Tuesday in lieu of Anniversary Day in Otago. In the event of a public holiday other than Waitangi Day or Anzac Day falling on a Saturday or Sunday, such public holiday shall be observed on the succeeding Monday and in the event of another public holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.

Where a Public Holiday is a day which would otherwise be worked and the employer requires the employee to work, then the employee shall be paid the rate of pay which the employees would have received if they had worked that day, a penalty payment equal to 50% of their normal hourly rate for the hours actually worked plus a whole paid alternative holiday. If staff do not usually work on a public holiday, but do work, they will be entitled to time and a half for the time worked, but not an alternative holiday. These provisions shall not apply to employees who without a request from the employer choose to work on a public holiday.

Full-time staff whose specified hours of work are not Monday to Friday will receive the same number of public holidays as other staff. In the event of a public holiday other than Waitangi Day or Anzac Day falling on a day the full-time staff member does not normally work, the staff member may observe the public holiday on the following working day.

12.2 Annual Leave

All employees are entitled to 25 working days annual leave in addition to public holidays. This entitlement includes the following days that may be defined as being annual leave days: the last working day before Christmas and Easter Tuesday (unless in lieu of Otago Anniversary Day or otherwise being a recognised statutory holiday). Annual leave shall be taken, with the prior approval of the employer, at a time that will not interfere with the proper performance of the employee's duties. If an employee has an accrued annual leave entitlement greater than 10 days on 30 November each year, the employee will take annual leave from the first 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.

The employee agrees to have annual leave paid in the pay that relates to the period during which the leave is taken unless the employee requests payment for the leave to be made before the holiday is taken.

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

There will be an annual closedown period between Christmas and New Year each year during which time staff will take annual leave. The anniversary date from which annual leave entitlements are calculated will be 1 December each year.

12.3 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 the schedule 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.

Schedule of Entitlement:

Up to six months' service	5 days
After six months' service and up to 12 months' service	8 days inclusive of days previously allowed
Over 12 months' service	8 days for each 12 months of service with a maximum accumulation of 260 days.

- c) This leave is inclusive of the provisions of the Holidays Act 2003.
- d) 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.
- e) 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.
- f) 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.
- g) When sickness occurs during annual leave the employer will permit the period of sickness to be debited against the sick leave entitlement provided a medical certificate is produced.

- h) In special cases, employees may be allowed to anticipate sick leave becoming due on completion of a further period of service provided that at least five days sick leave is retained for each year of service for which sick leave has been anticipated. All approvals are subject to the proviso that the necessary adjustments to final pay are to be made if employees resign before the next entitlement falls due.
- i) These sick leave provisions apply equally when the employee is unable to attend work due to illness and when the employee is required to attend to the child, partner or family member, including parents, grandparents and grandchildren but not including brothers, sisters, and parents-in-law and more distant relatives.
- j) All employees will submit their leave requests via the staff web kiosk leave approval system.

12.4 Parental Leave

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

12.5 Bereavement/Tangihanga Leave

- a) An employee shall be granted special bereavement/tangihanga leave on full pay to discharge their obligation and/or to pay their respects to a deceased person with whom they have had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a tangihanga (or its equivalent). This shall include leave to attend unveilings/hura kohatu, memorial services/kawe mate and maumaharatanga.
- b) In granting time off therefore, and for how long, the employer must administer these provisions in a culturally sensitive manner taking into account:
 - (ii) The closeness of the association between the employee and the deceased, which association need not be a blood relationship;
 - (iii) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
 - (iv) The amount of time needed to discharge properly any responsibilities or obligations;
 - (v) Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
 - (vi) 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/tangihanga leave is not considered to be appropriate, then annual leave or leave without pay may be granted by the employer.

12.6 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.

12.7 Research and Study Leave

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

12.8 Professional Development Leave (Senior / Teaching Fellows / Professional Practice Fellows only)

A Senior Teaching/Professional Practice Fellow may be granted professional development leave to enable him/her to further his/her professional development and to complete qualifications and to attend courses, conferences and seminars which are considered by the employer to be relevant to their employment.

Provisions for this and other forms of professional development leave are at the discretion of the employer.

12.9 Employment Relations Education Leave

- a) Employees who are union members may be granted Employment Relations Education Leave in accordance with Part 7 of the Employment Relations Act 2000.
- b) Upon request each year the University will, if practicable, provide information to the Unions to assist them in the calculations of the maximum number of days of Employment Relations Education Leave, required under Section 75 of the Act.
- c) The maximum number of days of Employment Relations Education Leave that the Unions may allocate in a year to any one member is 5 days, unless the University specifically agrees otherwise.
- d) A union member proposing to take Employment Relations Education Leave must advise the University not less than 14 days before the first day of such leave:
 - (i) that the employee proposes to take that leave; and
 - (ii) the dates on which the employee proposes to take the leave; and
 - (iii) the employment relations education that the employee proposes to undertake during that leave.
- e) The University may refuse to allow a union member to take Employment Relations Education Leave if it is satisfied on reasonable grounds that the employee taking leave on the dates notified would unreasonably disrupt the employer's business.

- f) In the event that the current Employment Relations Education Leave entitlements are replaced or removed from legislation, the better of any replacement provisions or Part 7 of the current Employment Relations Act will apply, but not both.
- g) For courses not covered by the Employment Relations Education Leave provisions of the Employment Relations Act 2000 the employer may approve attendance on a case by case basis. Such approval will not be unreasonably withheld.

13. OUTSIDE EMPLOYMENT

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

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

- a) No employee should undertake outside work which would interfere with the efficient discharge of duties within the University.
- b) No employee should undertake paid outside work of a character or under conditions which would deprive him/her of the independence which should characterise all persons in academic positions.
- c) No employee should seek outside work by any form of public announcement or advertisement and may not use the name of the University for personal monetary gain.
- d) No responsibility should be allowed to attach to the University for outside work done by an employee in a personal capacity.
- e) No employee shall use any University facility or service when undertaking outside work except where they have the approval of their employer and they meet the full cost of using such facilities and/or services.

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

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

14. ACADEMIC WORKLOAD

In Departments where it is beneficial to do so, there should be a system of allocating academic workload that is fair, equitable and transparent.

15. 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.

16. 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.

17. 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.

18. DISPUTES PROCEDURE

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

19. 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 Unions' ratification procedures for any potentially affected employees. Any agreed variation will be recorded in writing and signed by the University, and the Unions.

20. UNION RECOGNITION

The employer recognises that the unions are legitimate and important stakeholders which represent union members and have rights and interests in decisions affecting members' work and employment. The employer has an interest in the unions being well organised and effective in the employment relationship. The employer will allow union representatives reasonable paid time to carry out their union roles within and beyond the workplace.

When a person is appointed to a position where the work to be done is covered by this agreement, included within the letter of offer or induction material, the employer will:

- (i) give the employee a copy of this agreement; and
- (ii) inform the employee that he/she may join one of the unions and provide the contact details of the Union; and
- (iii) if the employee agrees, inform the union parties that the employee has been employed.

21. RIGHT OF ACCESS

Any authorised union officer shall, with the consent of the employer (which shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the workplace and there interview any employee so represented by that union, and to access wages, holiday and time records, but not so as to unreasonably interfere with the employer's business.

22. UNION MEETINGS

- a) Subject to the following clauses the employer shall allow every employee covered by this agreement to attend on ordinary pay up to two meetings (each of a maximum of 2 hours duration) with the relevant union in each year.
- b) The union(s) shall give the employer at least 14 days' notice of the date and time of any meeting to which clause 22 applies.
- c) The union(s) shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.
- d) Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any union member for a period greater than two hours in respect of any meeting.
- e) Only union members who actually attend a union meeting shall be entitled to pay in respect of that meeting and to that end the relevant union shall supply the employer with a list of members who attended and shall advise of the time the meeting finished.

23. FEE DEDUCTIONS

At the written request of any employee, the employer shall deduct the relevant union's subscriptions from the employee's salary at a rate advised from time to time by the union, and shall remit such deductions to the respective unions in a manner agreed upon between the employer and the unions.

The remittance of union subscriptions shall be accompanied by a list (in electronic format) of all employees from whom union deductions are made.

24. 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.

25. TERM OF THE AGREEMENT

This agreement shall be deemed to come into force on 1 July 2010 and shall continue in force until 30 June 2011.

26. SIGNATURES

SIGNED on behalf of the University of Otago

Date: _____

SIGNED on behalf of the Tertiary Education Union

Date: _____

APPENDIX A

MANAGEMENT OF CHANGE

1. Intent of Provisions

- (a) The parties to the agreement accept:
- (i) that change is necessary and that they have a mutual interest in ensuring an efficient and effective workplace;
 - (ii) that all parties to the agreement have an important contribution to make to achieving the necessary changes; and
 - (iii) that the employer has the right to manage, organise and make final decisions on the operation and policies of the University.
- (b) The parties to this agreement recognise the serious consequences that the loss of employment can have on individual employees and seek to minimise the consequences by means of the following provisions. The principal aim of these provisions will be to place as many surplus staff as possible in alternative positions within the University. All employees who are on parental leave, absent 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, TEU 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 TEU 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 TEU representatives.
 - The employer providing information (subject to commercial confidentiality being protected) so that affected staff and TEU can form a view.
 - Affected staff and TEU being given an opportunity to make submissions.
 - The employer taking due notice of what the affected staff and TEU 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 TEU 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 TEU.
- 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 TEU, either reconfirm the employee in the same or a similar position, or redeploy the employee to a position which is available and for which the employee is suitable.
- This may include placement to a suitable position in an existing agency not operated by the University or in a new structure or agency established as part of the restructuring.

(d) Reduction in Hours

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

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

(e) Reconfirmation

Where reconfirmation takes place the following provisions shall apply:

- (i) Where a position is to be transferred into a new structure and where there is only one employee who is a clear candidate for that position and the criteria below are met, then that employee is to be confirmed in the position.

- (ii) The criteria for reconfirmation will be as follows:
 - The new job description is the same (or nearly the same) as what the employee currently does;
 - The salary for the new position is the same;
 - The new position has terms and conditions of employment including career prospects which are no less favourable; and
 - The location of the new position is the same urban area.
- (iii) Job descriptions (current and proposed) shall be available to those employees who are to be reconfirmed.
- (iv) TEU 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 clearly affected candidate, the employer will consult with TEU and the affected staff, and the position may be advertised amongst the affected staff, with appointment made as per normal University appointment procedures.
- (vi) Any proposed reconfirmations will be advised to each affected employee. For those employees who meet the criteria and do not wish to be reconfirmed the only option available will be resignation. No severance payment will be made in these circumstances.

(f) Redeployment

- (i) Following any reconfirmations, if there are suitable vacant positions available, then the employer will notify any affected staff of the existence of the position/s and following an expression of interest 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 expression of interest, will not be entitled to redundancy compensation at the expiry of their period of notice.
- (viii) Within the first six months the employee and the 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 2(ii) 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 TEU 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 3, Termination of Employment, of this Agreement except where it is reduced by agreement between the parties. The employer may, at the employer's sole discretion, cash up any period of notice rather than require it to be worked out. Reduction in notice will not be withheld where a surplus staff member obtains employment outside of the University during this period. However, in this event, no severance payment will be made.

(b) Job Search

All affected employees from the time of being given notice under 3(a) 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 TEU 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 within 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 TEU.

(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:

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
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:

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

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

- (iii) For the purposes of determining years of continuous service, continuous part-time service which precedes or follows continuous full-time service shall be aggregated to its full-time equivalence e.g. two years part-time at 50% is equivalent to one year's service.

- (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 where 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.

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