

Otago University Students' Association Staff

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otago uni **students'** association

COLLECTIVE AGREEMENT



TERTIARY EDUCATION UNION
Te Hautū Kahurangi o Aotearoa

TERTIARY EDUCATION UNION
Te Hautū Kahurangi o Aotearoa

01 January 2014 – 31 December 2014

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PART ONE: PARTIES

1.1 Parties

THIS AGREEMENT is made between the **Otago University Students' Association (Inc.)** (hereinafter called the Employer); and **Tertiary Education Union – Te Hautū Kahurangi o Aotearoa (TEU)** (representing the Employees).

1.2 Coverage of the Agreement

1.2.1 Coverage under this agreement is limited to OUSA staff who are TEU members.

(a) The General Manager, those employed on a fixed term agreement of less than three months, unless doing work already covered under the Collective Employment Agreement, those employed on a casual basis and tutors will be excluded from coverage of this Agreement.

(b) Should an Employee of OUSA join the TEU and wish to have access to this agreement, then the parties shall meet to negotiate the inclusion of the Employee's position within this agreement.

PART TWO: TERMS OF EMPLOYMENT

2.1 Revocation of Previous Terms and Agreements

2.1.1 This Agreement replaces all previous employment agreements, contracts, terms, conditions, agreements, and understandings between the Employer and Employee.

2.1.2 Nothing will be taken as an exception to 2.1.1 unless it is explicitly stated in writing with the signed agreement of both parties.

2.2 Term of Agreement

2.2.1 This Collective Employment Agreement shall be deemed to come in force on the date 1 January 2014 and shall continue in force until 31 December 2014.

2.2.2 The salary rates outlined in this Agreement will remain unchanged during the term of this Agreement.

2.2.3 If an Employee was not a TEU member on ratification, then the salary rates apply from the date of her/his joining TEU.

2.3. Duties of Employees

Employees' duties are as specified in the job description for their position.

2.4. Payment of Wages

2.4.1 The level of remuneration shall be as agreed to in the Pay Scales attached in Schedule A.

- 2.4.2 Wages shall be paid fortnightly on Wednesdays by direct credit to the account nominated by the Employee. The employer shall deduct PAYE tax and forward it to Inland Revenue in accordance with the tax laws of New Zealand.

2.5. Supplementary and Bonus Payments

- 2.5.1 The Employer may award individual Employees payments, additional to salary and wage payments, on the grounds of recruitment or retention.
- 2.5.2 The Employer may award bonus payments to individuals or groups of Employees who have undertaken substantial work or special projects over and above normal duties. Applications may be initiated by individuals through the OUSA General Manager.
- 2.5.3 Payments made under clause 2.5.1 and 2.5.2 shall be considered, determined and prescribed by the OUSA General Manager.

2.6. Hours of Work and Time- In- Lieu

- 2.6.1 The normal hours of work shall be those contained within the job description for the relevant position. The parties may agree to flexible work arrangements on a periodic or permanent basis as per Schedule E of this agreement.
- 2.6.2 The parties may agree to flexible work arrangements either on a periodic or permanent basis. The parties agree, however, that the Employer may, after consultation with the Employee, modify these arrangements if this is in the best interests of the Employer's operations.
- 2.6.3 Up to one hour may be taken each day for an unpaid lunch break.
- 2.6.4 Time-in-lieu may be only be approved by the OUSA General Manager.

2.7. Unsafe Road Conditions

- 2.7.1 When an Employee believes that travel to the workplace is unsafe due to hazardous conditions, that Employee shall:
- (a) Make every reasonable effort to commence work at their normal start time;
 - (b) Contact the OUSA General Manager's mobile phone (or leave an answer-phone message if he or she is unavailable) prior to their normal start time to advise that they are unable to commence work at the allotted time;
 - (c) Contact the OUSA General Manager at least once during their normal hours of work to update their particular situation;
 - (d) Commence duties at the earliest possible time subsequent to their normal start time.
- 2.7.2 Adherence to these procedures will ensure that Employees receive payment of wages for justifiable absences from duty.

2.8. Media Contact

- 2.8.1 In the course of their employment with OUSA Employees will not participate in interviews, answer questions, or otherwise have dealings with the media, unless they have obtained the prior authorisation of the OUSA President.
- 2.8.2 In the event that an Employee is approached by a member of the media in the course of their employment the Employee must direct the media representative to contact the OUSA President for comment.
- 2.8.3 However, if the nature of an Employee's position is such that it necessitates regular contact with the media a general approval may be sought from the OUSA President for the Employee to deal with the media concerning matters within their specific area of employment. This approval may be given with such restrictions or directions as the OUSA President deems fit.

2.9 Harassment and Discrimination Policy

See Schedule B

2.10 OUSA Employment Policy

The Employer will consult Employees and TEU on any changes to the OUSA Employment Policy.

2.11 Confidentiality

- 2.11.1 Any information that is supplied to an Employee or that an Employee may become aware of due to his/her employment with OUSA is the property of OUSA and constitutes confidential information.
- 2.11.2 Employees must treat all such information acquired concerning OUSA business as strictly confidential and agree not to disclose such information to any person, company, or other body unless expressly authorised by the Employer to do so.
- 2.11.3 Employees agree not to make any copies of records of any such information that may be considered confidential, except where authorised by the Employer. If requested to do so any Employee shall forthwith return any copies or records of any confidential information or material pertaining to that confidential information.
- 2.11.4 Employees agree not to use any confidential information they have acquired for any other purpose than for the purpose of the Employer's business.

2.12 Work Accidents

- 2.12.1 Once each calendar year the following provisions will apply if an Employee suffers a work-related injury, which necessitates absence from their normal place of work, and the ACC have accepted the Employee's claim for ACC.
- 2.12.2 The Employer shall pay the affected Employee their normal base salary entitlement for the first week of absence, commencing from the first day of absence.

2.12.3 For the four (4) weeks of absence following the first week of absence the Employer shall pay the Employee at a rate of twenty percent (20%) of the Employee's base salary entitlement to the Employee.

2.12.4 At the end of this further four-week period the payment of the twenty percent outlined in clause 2.12.3 shall cease. The resumption of this payment by the Employer will be reviewed in light of any further medical evidence being supplied by the Employee.

2.13 Employer and Employee Interests

2.13.1 The Employee shall at all times respect and be responsive to the interests of the Employer.

2.13.2 In like manner the Employer shall at all times respect and be responsive to the interests of its Employees.

2.14 Management of Change - Intent of Provisions

2.14.1 The parties accept that change is necessary and that they have a mutual interest in ensuring an efficient and effective workplace.

2.14.2 The parties have an important contribution to make in achieving necessary changes.

2.14.3 The Employer has the right to manage, organise and make final decisions on the operation and policies of the Association.

2.14.4 All Employees who are covered by this agreement, including those on parental leave, absence due to illness, leave without pay, accident compensation, or any other form of authorised leave are entitled to the following provisions.

Consultation

2.14.5 Employees and TEU will be notified of any proposed changes that are likely to result in significant changes to the organisational structure, staffing or work practices affecting TEU members. The Employer will provide TEU and Employees the opportunity to be involved in the consultation process, which will include the following:

(a) The Employer will provide details of the proposal to affected Employees and to the TEU. These details will include adequate information so that affected Employees and the TEU can form a view.

(b) Affected Employees and TEU will be given at least two weeks to make submissions. This may be reduced by agreement between the parties.

2.14.6 The Employer will take due notice of what affected Employees and TEU submit before making any final decision.

Re-deployment

2.14.7 No Employee shall be re-deployed against their wishes.

- 2.14.8 If there is a suitable vacant position available, the Employer shall notify any Employee, whose position has been affected, of the existence of the vacant position and shall seek expressions of interest.
- 2.14.9 The Employer shall consider appointment of an affected Employee who submits an expression of interest, based on their suitability for the position.
- 2.14.10 In determining the parameters for re-deployment 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 Employees undertaking some on-the-job training or attending training courses. Such training needs will be identified prior to the individual being redeployed.
- 2.14.11 Where an Employee accepts re-deployment to a new position at a lower salary or wage an equalisation allowance will be paid for a period of twelve months to preserve the equivalent full time salary or wage of the Employee at the rate paid in the old position at the time of re-deployment. The Employee will not be entitled to any other compensation.
- 2.14.12 The allowance will be abated by any subsequent salary increase for the new position during the twelve month period.
- 2.14.13 Any Employee, who declines an offer of re-deployment under the above terms, following their expression of interest, shall not be entitled to redundancy compensation at the expiry of the Employee's period of notice.
- 2.14.14 Within the first six months in a redeployed position the Employee or the Employer may agree that the Employee is not suited to the position and the Employee's employment shall be terminated at that point. Severance will be effective immediately on this 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 2.14.16. This period of up to six months shall not count for determining length of service with the Association if redundancy is paid out within this period.

Redundancy

- 2.14.15 If other employment is not available and/or not agreed to by the Employee, then that Employee shall be redundant and given eight (8) weeks' notice.
- 2.14.16 Each redundant Employee shall receive 6 weeks base salary for the first year of service and 2 weeks base salary for each additional year or part year's service.
- 2.14.17 The maximum total accrual under 2.14.15 and 2.14.16, including notice, shall be thirty (30) weeks.
- 2.14.18 The Employer may at the Employer's sole discretion cash up any period of notice rather than require it to be worked.

- 2.14.19 In the event of an Employee's position becoming surplus to requirements and no other suitable employment can be found then the following shall occur:
- (a) The Employer shall allow Employees reasonable time on full pay to prepare a curriculum vitae, attend counselling with counsellors as approved by the Employer, attend job interviews and attend job training.
 - (b) Reimbursement shall be made for reasonable costs incurred in preparation of a curriculum vitae and counselling costs.
 - (c) The costs of job training may also be met but will be decided by the Employer on a case by case basis.
 - (d) The Employee and the Employer may consider other options, which may be appropriate for staff development and adjustment during the period of notice of redundancy. The final decision on use of any options rests with the Employer.
- 2.14.20 In the event of redundancy, the employer agrees to pay for sessions to a value of \$750 (including GST) with a recognised careers counsellor/planner

2.15 Restructuring or Transfer of Business

- 2.15.1 The following provisions apply if the Employer's business is to be restructured, or the work the Employee performs is to be performed for a new Employer for any reason. For the purpose of this clause 2.15, "restructure" includes internal reorganisation, workforce reduction, or transfer of any or all of the Employer's business as a result of sale or of contracting out of the work the Employee would otherwise perform.
- 2.15.2 If a restructuring proposal has implications for the Employee's employment, the Employer will consult with the Employee as soon as is practical after the decision to investigate the proposal.
- 2.15.3 The Employer will provide the Employee with relevant information about the general nature of the restructuring proposal and details of how it is likely to impact on the Employee, including the timing of proposed negotiations and of the implementation of any proposed transactions.
- 2.15.4 At the Employee's request the Employer will provide any relevant and reasonably available information from a prospective new employer, subject to the Employer's right to withhold commercially sensitive information or impose any reasonable conditions on its disclosure and/or circulation;.
- 2.15.5 The Employer will give the Employee a reasonable time in which to consider any proposal affecting the Employee's employment and its implications, and to make comments and suggestions.
- 2.15.6 The Employer will meet with the Employee either individually or with other affected Employees to discuss the proposal.
- 2.15.7 The Employer will take the Employee's comments and suggestions into account before making a final decision.

- 2.15.8 If the Employee's employment is to be transferred to a new employer, the Employer will make reasonable efforts to reach agreement with the new employer that in the event of the transaction being completed the new employer will offer the Employee;
- (a) ongoing employment in the new employer's business carrying out substantially the same duties on terms and conditions no less favourable than under this agreement (including recognition of current service); or
 - (b) ongoing employment in the new employer's business carrying out substantially the same duties but on different terms and conditions; or
 - (c) ongoing employment in the new Employer's business in a different position with different terms and conditions.
- 2.15.9 The Employee will not be entitled to payment of redundancy compensation if the Employee is offered employment by the new employer on substantially the same terms and conditions, or accepts employment with the new employer on any terms and conditions.

PART THREE: PROVISIONS RELATING TO LEAVE

3.1 Annual Leave

- 3.1.1 For every 12 months of continuous employment the Employee is entitled to paid annual holidays of 25 days.
- 3.1.2 After completing five (5) years' service with the Association, Employees shall be entitled to 30 days paid annual holiday.
- 3.1.3 Annual holidays must be taken at a time agreed by the Employer who will not unreasonably withhold consent. Annual leave may be taken as it accrues. If the Employer and Employee are unable to reach agreement for an annual closedown period, the Employer can require the Employee to take annual leave on 14 days' notice.
- 3.1.4 The Employee's pay during annual holidays will be the Employee's average weekly earnings during the previous 12 months, or current ordinary weekly pay whichever is the greater.
- 3.1.5 If the Employee, the Employee's spouse or a dependent is sick or injured while the Employee is taking annual leave, the Employee can ask to have some of that leave transferred to sick leave. The Employer will consider the request having regard to the relevant circumstances at the time.
- 3.1.6 If the Employee suffers bereavement before or during annual leave, the Employee can take the bereavement leave to which he or she would have been entitled had the Employee been working. The Employer will then transfer the relevant period of annual leave to bereavement leave.
- 3.1.7 If the Employee, the Employee's spouse, or a dependent is sick or injured before the Employee takes annual leave, the Employee can replace any period of sickness or injury that would have been annual holiday with sick leave, within the limits of the Employee's accrued entitlements.
- 3.1.8 The Employee may use accrued holiday leave as sick leave or bereavement leave if all the entitlement has been used, or if more bereavement leave is required than provided for in this agreement. But the Employee must notify the Employer in writing that he or she wishes to do so.
- 3.1.9 The Department of Labour or a union can provide additional information about the Employee's entitlement to annual holidays.
- 3.1.10 Employees shall apply to the General Manager on the standard leave application form, for approval of periods of annual leave prior to commencing leave.

3.2 Public Holidays

- 3.2.1 Public holidays will be observed as provided by the Holidays Act 2003, which in general gives the Employer and Employee the rights and obligations set out in the following clauses. Where Holidays legislation is amended, the following clauses will be deemed to be amended accordingly.

- 3.2.2 If the Employee is required to work on any day on which they would normally have worked but which is a public holiday, the Employee will be paid the amount they would have received for the time worked had that day not been a public holiday, plus half as much again. In addition the Employee will be given an alternative holiday on pay.
- 3.2.3 The alternative holiday must be taken on a day agreed between the parties that would otherwise be a working day for the Employee. Failing agreement, the alternative holiday may be taken on a day decided by the Employee after taking into account what is convenient for the Employer. The Employee must give the Employer at least 14 days' notice before taking an alternative holiday.
- 3.2.4 If the Employee does not take the alternative holiday within 12 months, the Employee can ask the Employer to exchange the holiday for payment. The Employer can either agree, or give the Employee 14 days' notice of when the Employee is to take the alternative holiday.
- 3.2.5 If the Employee works on a public holiday which is not a day on which they would normally be required to work, the Employee will be paid the amount they would have received for the time worked had that day not been a public holiday, plus half as much again. The Employee will not be entitled to an alternative holiday.
- 3.2.6 Where a public holiday occurs while the Employee is absent on other leave or the holiday falls on a weekly day off the Employee/s concerned shall receive an additional days paid leave.
- 3.2.7 The Department of Labour or a union can give the Employee additional information about public holiday entitlements.
- 3.2.8 During the term of this agreement, the parties agree to transfer observance of Otago Anniversary Day to the Tuesday immediately after Easter Monday.
- 3.2.9 In the event of redundancy, the employer agrees to pay for sessions to a value of \$750 (including GST) with a recognised careers counsellor/planner

3.3 Wellness Provision

- 3.3.1 The Employer operates a Wellness policy which entitles the Employee to paid sick leave and bereavement leave, in accordance with this clause:
- (a) Any sick leave or bereavement leave taken by the Employee must be genuine, and must be communicated to the Employer as soon as is reasonably practicable.
- (b) Any leave taken over and above the minimum leave entitlements in the Holidays Act or the minimum entitlements outlined in Schedule D is taken at the discretion of the Employer, and may be declined by the Employer if in the reasonable opinion of the Employer grounds exist for declining the leave.

(c) The Employer may at its sole discretion review the Wellness policy and modify that policy following consultation, provided that no such modification will result in an entitlement which is less than that set out in the Holidays Act or the minimum entitlements listed in Schedule D.

3.3.2 The Department of Labour or a union can give the Employee additional information about sick leave and bereavement leave entitlements.

3.4 Community Service Leave

3.4.1 On completion of 6 months continuous employment with the Employer, or if the Employee has worked for the Employer for at least 10 hours per week on average over a period of 6 months, including either at least 1 hour every week or 40 hours every month, the Employer may grant paid leave on ordinary pay of up to 2 days per year for staff to participate in community / civic services.

3.4.2 In considering applications for Community Service Leave the Employer will take into account:

- (a) whether the proposed activities are deemed to be in conflict with the aims and objectives of the Association, and
- (b) the normal hours worked by the Employee.

3.4.3 Community Service leave cannot be taken in conjunction with any Annual Leave entitlement.

3.4.4 Unused community service leave cannot be accumulated, carried over into a new year or cashed up.

3.4.5 Employees shall apply to the General Manager, on the standard leave application form, for approval of periods of Community Service leave.

3.5 Long Service Leave

3.5.1 All Employees shall be entitled to one special paid holiday of four (4) weeks after the completion of ten (10) years, and before the completion of fifteen (15) years of continuous service with the Employer.

3.5.2 On reaching their 5th year of employment at OUSA, Employees shall receive a one-off bonus of one week's annual leave. This must be used by their 10th year of employment.

3.5.3 Prior to commencing leave the Employee shall apply to the OUSA General Manager on the standard leave application form.

3.6 Parental Leave

3.6.1 Employees with at least 6 months service with the employer, whether male and female, shall be entitled to 14 weeks paid parental leave for birth, adoption or whangai. This may start up to six weeks before the expected date of birth, adoption or whangai. Employees planning to take parental leave must write to the employer at least three months before the expected date of birth.

- 3.6.2 Where an Employee is eligible for paid parental leave payments under legislation, the Employer payment will consist of a payment that maintains an income level equivalent to the usual wage or salary due for 14 weeks.
- 3.6.3 If both partners are employed by the OUSA, only 14 weeks Parental Leave will be paid. However this may be shared between the partners.

3.7 Jury Service

- 3.7.1 Where an Employee is called upon for jury service, then the Employee will receive the difference between their ordinary pay, and that of the jury service allowance, for the period of jury service.
- 3.7.2 Where a full-time Employee attends for jury service and is discharged during the course of the day, prior to 3 p.m. the Employee is expected to return to normal duties unless they are on leave without pay.
- 3.7.3 Where an Employee is called as a witness in a private capacity for a civil, criminal or traffic case, they will be entitled to up to three days' paid or unpaid leave.
- 3.7.4 Where an Employee opts to take leave with pay under 3.7.3 and fees, expenses or any other compensation are recovered by the Employee from the party calling the witness, then the Employee shall pay these to the Association.

3.8 Dental and Medical Appointments

Employees may make dental or medical appointments in the course of normal hours of work, provided that the appointment is on a day and time that does not unduly interfere with the operation of the Employee's position or the OUSA office.

3.9 Discretionary Leave

- 3.9.1 The Employer may grant an Employee discretionary leave with or without pay and on such terms and conditions as the Employer deems appropriate. Each application for discretionary leave will be assessed on its own merits.
- 3.9.2 A decision will be made and communicated to the Employee as soon as possible so that the Employee is given the maximum possible time to make any necessary arrangements.
- 3.9.3 All applications for discretionary leave are to be made to the OUSA General Manager.

3.10 Business Travel, Courses and Conferences

- 3.10.1 Upon application to, and approval by the OUSA General Manager an Employee shall be entitled to attend business events, training courses and conferences approved by the Employer.
- 3.10.2 The following expenses shall be paid when travelling outside the Dunedin metropolitan area on OUSA business:
 - (a) Relevant conference / course registration fees.

- (b) Accommodation - OUSA shall meet the full cost of accommodation provided that the Employee stays at accommodation approved by OUSA. Where an Employee decides to stay privately they shall be entitled to claim a per diem allowance of \$50.00.
- (c) Travel - OUSA will arrange and meet the cost of:
 - i) Travel to and from the place of business/ course / conference city by the most efficient/effective method available; and
 - ii) Taxi / shuttle costs from Dunedin city to Dunedin airport and from the destination airport to either the conference / course venue or the place of business or place of accommodation.
 - iii) Should an Employee use their own private vehicle for business travel mileage reimbursement will be at IRD published rates. The cost of parking will also be reimbursed. Mileage and parking rates will only be paid when use of a private vehicle proves the most efficient/effective method of transport, or will be reimbursed to the equivalent amount.
 - iv) Meals while staying overnight on business related travel to a maximum of \$40.00 per day upon the production of itemised receipts or other recognised documentation by the Employee.
- (d) Any other necessary incidental expenses associated with attendance at the conference / course / place of business shall be paid by the Employer upon the production of itemised receipts or other recognised documentation by the Employee.
- (e) Where requested, and agreed to by the General Manager, an employee will be granted expenses in advance of the required travel. Receipts and unspent money shall be provided to the employer within 5 days of returning to the usual place of work.

3.10.3 In applying this clause reference should be made to any existing OUSA Travel Policy.

3.11 Sabbatical Leave

3.11.1 Upon the completion of 5 years' service, an Employee may make written application to the General Manager for up to 1 year's leave without pay. The timing of such leave must be agreed between the parties, taking into consideration the needs of the Association, and also the aims and needs of the leave for the individual. While the use of the leave is not proscribed, it may be used for periods of further study; furthering work experience and skills with a different employer; travel; or rest. Approval of Sabbatical Leave is ultimately at the discretion of the General Manager but such discretion will be applied equitably.

PART FOUR: PROVISIONS RELATING TO TRAINING, PERFORMANCE AND EVALUATION

4.1 Training and Development

- 4.1.1 The Employer and the Employee will together develop a personalised annual Professional Development Plan.
- 4.1.2 The Employer shall not unreasonably withhold agreement to provide training and development requested by the Employee.
- 4.1.3 Employees shall not unreasonably withhold agreement to undertake training and development deemed necessary by the Employer.
- 4.1.4 All directed training and development expenses, and other training and development expenses as deemed appropriate by the General Manager on a case by case basis, shall be met by the Employer.
- 4.1.5 Fees incurred by an Employee for enrolment in a course approved, but not required, by the General Manager under a case by case basis as outlined in 4.1.4 may either:
- (a) Be paid on enrolment by the Employee and reimbursed in part or full, as approved by the General Manager, upon successful completion of the course and submission of documentation in support of this (course results and fees receipt) assuming the Employee is still in OUSA's employ at the completion of the course;
 - or
 - (b) Be paid on enrolment by the Employer in part or full, as approved by the General Manager subject to the Employee agreeing to reimburse OUSA the part or full fee paid should the Employee:
 - i) Withdraw from course(s) prior to its completion, assuming such withdrawal is not due to work pressure imposed by the Employer;
 - ii) Leave OUSA's employ prior to completion of the course;
 - iii) Fail to pass the courses, assuming such failure is not due to work pressure imposed by the Employer.
 - (c) Prior to seeking reimbursement, the Association will discuss with the Employee the reasons for withdrawal or a pass was not achieved. The General manager will have the discretion to waive the reimbursement requirement if it is deemed the failure or withdrawal was as a result of factors out of the control of the Employee. The General Manager may also, at their discretion, waive reimbursement requirements of (b)(ii)

The arrangements made under this clause (4.1.5) shall, prior to any fees payment, be formalised in a letter signed by both the General Manager and the Employee which outline the terms and conditions agreed to.

4.2 Professional Supervision

The Student Support Centre Manager, and Queer Support Co-ordinator should have access to one hour of professional supervision each month (for ten months per annum), at the employer's expense. This provision may be offered to other employees as appropriate.

4.3 Performance Appraisal

- 4.3.1 Any changes to the OUSA performance appraisal/feedback review system shall be discussed with TEU and Employees prior to implementation.
- 4.3.2 Employees agree to undertake a performance appraisal twice a year. The two dates are within 6 weeks of June 30 and December 31 each year. New employees will have worked for two months before undergoing appraisal as required by this section. The information gained from performance appraisals will assist the Employer in the development of an Employee training and development programme.
- 4.3.3 The Employee's performance shall be evaluated as per the procedures set out in Schedule C.

4.4 Job Evaluation

The Employer and the Employees agree to undertake a job evaluation procedure as necessary during the term of the agreement.

PART FIVE: PROCEDURE FOR THE SETTLEMENT OF DISPUTES

5.1 Termination of Employment

- 5.1.1 Employment may be terminated by either party giving four weeks' notice to the other party, except those employees employed on Scale A, who shall be required to give two weeks' notice, and those on Scale D who shall be required to give six weeks' notice.

Disciplinary Procedure and Termination of Employment

- 5.1.2 In any situation where a matter arises which may require disciplinary attention, the Employer may attempt to utilise informal procedures to resolve such disciplinary matters before moving to formal procedures. The following are the formal disciplinary procedures of the Association:
- (a) The General Manager and the Employee's Supervisor shall discuss the problem with the Employee. This will include any means of improving performance and/or resolving any specific problems, the standard of performance which is expected, and a reasonable specified period within which the improvement is expected.
 - (b) At the end of the period specified another meeting shall be held between the General Manager and the Employee's Supervisor. If the matter is still unresolved or the Employee's performance has not improved to the specified standard, a written warning shall be issued to the Employee by the General Manager.
 - (c) The Employer shall give the Employee a further specified period within which to rectify the problem or improve their performance. The Employer shall reiterate the standard of performance which is required.
 - (d) If the matter is still unresolved or the Employee's performance has not improved to the required standard during the period specified in clause 5.1.2c, a further meeting shall be held between the Employee, the General Manager and the Employee's Supervisor. At this meeting four weeks' notice of termination of employment shall be given, in writing, by the Employer to the Employee, after which period the employment shall end.
 - (e) Notwithstanding anything in clauses 5.1.2(a) to 5.1.2(d) the Employer reserves the right to dismiss the Employee immediately for gross misconduct, provided the Employee is given reasons for the dismissal.
 - (f) Notwithstanding anything stated in clauses 5.1.2(a) to 5.1.2(e) where the Employee absents themselves from work for more than three working days without notification to the Employer, the Employee shall be deemed to have terminated their employment without notice; provided that where the Employee was unable, through no fault of their own, to notify the Employer, they will not be deemed to have abandoned their employment. In the event of any dispute, the matter shall be dealt with pursuant to the disputes clause of this agreement.

- (g) The Employer has the right to suspend the Employee, while they investigate a breach of this Employment Agreement or an incident of gross misconduct involving the Employee.

Provision of Information

- 5.1.3 Where employment is terminated the Employee shall provide all reasonable information, documentation and explanations to assist subsequent Employees to fulfil the duties outlined in the job description for the Employee's position, before they finish in the position.
- 5.1.4 The Employee will retain copies of work produced during the course of employment only with the express written permission of the General Manager.

5.2 Employment Relationship Problems

- 5.2.1 This clause sets out how employment relationship problems are resolved.

Definitions

- 5.2.2 An "employment relationship problem" includes:
 - (a) a personal grievance
 - (b) a dispute
 - (c) any other problem relating to, or arising out of, the employment relationship.
 - (d) but does not include any problem with the determination of new terms and conditions of employment.
- 5.2.3 A "personal grievance" means a claim that an Employee:
 - (a) has been unjustifiably dismissed; or
 - (b) has had their employment, or their conditions of employment, affected to their disadvantage by some unjustifiable action by the Employer; or
 - (c) has been sexually harassed in their employment; or
 - (d) has been racially harassed in their employment; or has been subjected to duress in relation to membership or non-membership of a union.
 - (e) A "dispute" is a disagreement over the interpretation, application, or operation of an employment agreement.
- 5.2.4 If the Employee wishes to raise a personal grievance, they must raise the grievance with the Employer within 90 days of the date of the action alleged to amount to a personal grievance occurring, or coming to the notice of the Employee, whichever is the later.
- 5.2.5 All employees shall have access to personal grievance provisions (as set out in statute, this collective agreement and any other policy or provision of the employer) at all times, including in the first 90 days of employment.
- 5.2.6 Raising employment relationship problems:
 - (a) Any employment relationship problem should, in the first instance, be raised by the Employer with the Employee or the Employee with the Employer as soon as possible.

- (b) The Employee and/or the Employer are entitled to seek advice and assistance from their chosen representative in raising and/or discussing the problem.
- (c) If the Employee wishes to raise the employment relationship problem with the Employer in writing, or the matter is not resolved when the Employee raises the problem with the Employer, the Employee should submit to the Employer written notice of the personal grievance, dispute or problem covering the following points:
 - i) Details of their grievance, dispute or problem; and
 - ii) Why the Employee feels aggrieved; and
 - iii) What solution they seek to resolve the grievance, dispute or problem
- (d) The Employee and the Employer shall meet and attempt, in good faith, to resolve the employment relationship problem.

Mediation

- 5.2.7 Where the employment relationship problem is not resolved by the parties in discussions, the Employer or the Employee may, without undue delay, seek the assistance of the mediation service division of the Department of Labour.
- 5.2.8 Both parties must co-operate in good faith with the mediation service in a further effort to resolve the problem.
- 5.2.9 The Employee and the Employer acknowledge that the service provided by the mediation service is confidential and if it does not resolve the problem is without prejudice to the parties' positions.
- 5.2.10 Any settlement of the problem agreed to by the parties and signed by the mediator will be final and binding.

Employment Relations Authority

- 5.2.11 If the problem is not resolved by mediation, either party may refer the problem to the Employment Relations Authority for investigation and determination.

Employment Court

- 5.2.12 If either party is dissatisfied with the determination of the Employment Relations Authority it may apply to appeal the Employment Relations Authority's determination to the Employment Court.

PART SIX: EMPLOYEE ENTITLEMENTS

6.1 Employee Assistance Programme

6.1.1 Staff employed on the Collective Employment Agreement are entitled to three visits to a trained counsellor per annum at the employer's expense

6.1.2 Upon application to the Employer, Employees may use a counselor of their choice, providing the cost does not exceed that of the specified rate agreed between OUSA and the preferred EAP provider. When the cost of the employee's choice of counselor exceeds that of the preferred EAP provider, then OUSA agrees to pay the portion equivalent to the amount of the preferred EAP provider.

6.1.3 Employees accessing this provision under 6.1.2 accept that this provision necessarily removes the confidentiality of access to EAP services.

6.2 Refreshments

The Employer shall provide Employees with tea, coffee, milo, milk, sugar and boiling water whilst at their normal place of work.

6.3 OUSA Employee Cards

All OUSA Employees shall be entitled to an OUSA Employee Identification Card entitling them to access to OUSA functions and facilities.

6.4 Ablution Facilities

The Employer shall provide toilet and ablution facilities for Employees.

6.5 Indemnity

The Employer indemnifies and agrees to keep indemnified for all time the Employee from and against all actions, suits, proceedings, claims, and demands whatsoever made or brought against the Employer or the Employee by a third party in respect of and/or arising out of the performance by the Employee of the obligations hereunder. This clause will not be applicable in the situation where such actions, suits, proceedings, claims, or demands arise out of the negligence of the Employee concerned.

PART SEVEN: VARIATION

7.1 Variation

This agreement or any part of it may be varied at any time by agreement of both parties. Any variation must be in writing.

PART EIGHT: UNION RIGHTS

8.1 Right of Access

Any authorised union officer shall, with the consent of the employer, be entitled to enter the workplace at all reasonable times to meet with union members collectively or individually, but not so as to unreasonably interfere with the employer's business. Such consent will not be unreasonably withheld.

PART NINE: AGREEMENT SIGNATORIES

Employer Party

Signed under the common seal of the Otago University Student's Association (Inc);

This day of 2014

Ruby Sycamore-Smith
OUSA President 2014

Darel Hall
OUSA General Manager

Tertiary Education Union

Nanette Cormack
Deputy Secretary
Tertiary Education Union

SCHEDULE A: SALARY SCALES

Job Families

- A: No previous experience or qualifications necessary – a job that will usually be filled by students who can walk in off the street and start immediately. The salary scale allows for rewarding staff who return the following year and bring some experience and maturity with them, but this is a shorter scale than those for longer term staff and recognises that there is only limited room for development and training in these roles.
- B: No budget responsibilities; may supervise others but will have assistance with full appraisal/review process. Experience & maturity required. May not require a particular qualification or may be an entry level scale for positions that require a particular qualification. Notwithstanding the above, the position of Senior Clubs and Societies Cleaner, or comparable position, will be placed on Scale B, with annual progression up to step 3.
- C: Responsible for often working unsupervised, delivering identified projects or activities, may have specific budget and/or supervisory responsibilities with full responsibility for employee performance management, appraisal, review and development. Requires at least 3 years previous experience and or specific skill sets; will usually have specific qualification.
- D: Responsible for developing and maintaining a functional area with minimal supervision and guidance from GM, developing pilot programmes and delivering programs on a regular basis; may well include research component. This work requires specific related tertiary qualification and specific related experience, excellent negotiation and influencing skills, budget and employee supervision.

	Hourly Rates					Salary if full time (40hrs p.w)			
	1.6% from 01 January 2014					01 January 2014			
	A	B	C	D		A	B	C	D
Step 1		18.44	20.38	23.63	Step 1		38,356	42,392	49,154
Step 2		19.08	21.03	24.29	Step 2		39,687	43,745	50,529
Step 3	15.87	20.38	21.68	24.94	Step 3	33,009	42,392	45,097	51,881
Step 4	16.41	21.68	22.96	26.22	Step 4	34,129	45,097	47,760	54,543
Step 5	16.97	22.96	24.29	27.52	Step 5	35,292	47,760	50,529	57,249
Step 6		23.63	25.58	28.16	Step 6		49,154	53,212	58,580
Step 7		24.29	26.22	28.82	Step 7		50,528	57,544	59,954

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Employees shall, subject to satisfactory performance, on the anniversary of the last annual increment, be entitled automatically to receive incremental increases from Step 1 to Step 5 inclusive each year provided that they fill out the Performance Appraisal Review each year for discussion with the Employer. See Schedule C

Progression from step 5 to step 6, and from step 6 to step 7, will be subject to meeting agreed objectives as determined in the appraisal process outlined in Schedule C.

SCHEDULE B: OUSA DISCRIMINATION BULLYING & HARASSMENT POLICY

Introduction

OUSA regards discrimination, bullying or harassment of any kind, involving employees, students or visitors as unacceptable and, in most cases, such behaviour will be treated as serious misconduct.

Discrimination and harassment shall have the definitions as set out in the Human Rights Act, the Employment Relations Act and all judicial decisions made pursuant to those Acts.

Complaint Procedures:

If a person feels he or she is being discriminated against or harassed, relevant information on available options may be obtained from the General Manager in the first instance provided that if the complaint is directed against the General Manager personally then the available options may be obtained from the Association Secretary who will listen carefully and respond in strict confidence. TEU members are also able to approach the union for advice.

No one who does not wish to will be required to make a complaint.

All complaints will be treated seriously and promptly.

SCHEDULE C: PERFORMANCE APPRAISAL

Step One

Each Employee will complete a standardised self-appraisal form. It is expected that the Employee will outline what they believe would constitute excellence in their position. Once this self-appraisal has been completed this will be given to their direct supervisor.

The self-appraisal form allows each Employee to assess their work performance against the job description for their position.

Step Two

The Employee's direct supervisor will meet with them to discuss each aspect of the appraisal. This meeting will also be used to establish future goals and objectives for the position / Employee in alignment with the Association's goals and objectives. Particular reference will be made to the goals and objectives that mark excellence in the position.

Step Three

If agreement is reached at this point on each aspect of the appraisal form and on future goals and objectives the form will be signed by both and forwarded to the General Manager. If however, the Employee and supervisor are not able to fully agree on any aspect both viewpoints shall be recorded.

Step Four

If an Employee is at Step 5 or above on the Salary Scale, the General Manager will decide, based on the materials available to her/him, whether the Employee has performed to a level warranting progression to a higher level.

Additionally, information from performance appraisals will be assessed and collated with training requirement trends being noted for future OUSA wide training development. Any specific individual training needs highlighted during this procedure shall be discussed with the relevant individuals.

SCHEDULE D: AGREED MINIMUM SICK LEAVE AND BEREAVEMENT LEAVE PROVISIONS

D1. Sick Leave

The parties recognise the serious impact of long term illness or incapacitation, both upon the employee, and upon the association. These provisions recognise the desirability of maintaining, where possible, the opportunity for a staff member to return to work after an extended medical absence, where keeping a position available does not cause the employer undue inconvenience.

D1.1 An Employee will be entitled to sick leave as provided by the Holidays Act 2003, together with (but not additional to) the added benefit of the following provisions. Where Holidays legislation is amended, the following clauses will be deemed to be amended accordingly.

D1.2 The Employee is entitled to sick leave on completion of 6 months continuous employment with the Employer, if the Employee has worked for the Employer for at least 10 hours per week on average over a period of 6 months, including either at least 1 hour every week or 40 hours every month.

D1.3 Sick leave of ten (10) days per year may be taken when:

- (a) The Employee is sick or injured; or
- (b) The Employee's spouse is sick or injured; or
- (c) A dependent of the Employee is sick or injured.

"Spouse" includes any person of either gender with whom the Employee may be living in a relationship in the nature of marriage.

D1.4 A further 5 days dependent's leave per annum is available to employees required to care for dependents who are ill. This amount will not accumulate from year to year.

D1.5 An Employee who is sick or injured for five (5) calendar days in a row must provide a medical certificate in support of any application for sick leave if required to do so by the Employer. The Employer can require a medical certificate at the Employer's cost within a shorter period if the Employer has a genuine reason to do so.

D1.6 The Employer must be notified as soon as practical of any intention to take sick leave and where possible before the Employee is due to commence work.

D1.7 Unused sick leave may be carried over into the next year and accumulate to a maximum of 100 days entitlement.

D1.8 Pay for each day of sick leave will be the amount the Employee would have received had the Employee worked on the day concerned.

D1.9 The annual leave section of this agreement contains provisions for replacing sick leave with annual leave in some circumstances, up to a maximum of twenty working days in each twelve months of service.

- D1.10 The granting of paid sick leave is dependent upon an Employee's entitlement as set out in clauses D1.3, D1.7 and D1.9 not being exceeded.
- D1.11 The Department of Labour or a union can give the Employee additional information about sick leave.
- D1.12. (a) When all sick leave entitlements pursuant to this Agreement have been used, and if the employee is still sick or incapacitated, then the employer agrees to keep the position open and available to the employee without pay for 6 months
- (b) This entitlement may be declined by the Employer if, after having undertaken discussions with the employee or their representative, in the reasonable opinion of the Employer grounds exist for declining this entitlement.
- D1.13 The parties recognise the need for ongoing communication during an extended period of illness or incapacitation, and will remain in regular contact, where possible, about likely dates of return to work.
- D1.14 Any extension of the periods referred to in D1.12 shall be solely at the discretion of the employer.

D2. Bereavement Leave /Tangihanga Leave

- D2.1 An Employee will be entitled to bereavement leave as provided by the Holidays Act 2003, together with (but not additional to) the added benefit of the following provisions. Where Holidays legislation is amended, the following clauses will be deemed to be amended accordingly.
- D2.2 The Employee is entitled to bereavement leave on completion of 6 months continuous employment with the Employer, if the Employee has worked for the Employer for at least 10 hours per week on average over a period of 6 months, including either at least 1 hour every week or 40 hours every month.
- D2.3 The Employer must be notified as soon as practical of any intention to take bereavement leave and where possible before the Employee is due to commence work.
- D2.4 Pay for each day of bereavement leave will be the amount the Employee would have received had the Employee worked on the day concerned.
- D2.5 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.

- D2.6 In granting such leave the Employer must administer these provisions in a culturally sensitive manner taking into account:
- (a) The closeness of the association between the Employee and the deceased, which association need not be a blood relationship;
 - (b) Whether the Employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
 - (c) The amount of time needed to discharge properly any responsibilities or obligations;
 - (d) Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel.
- D2.7 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.
- D2.8 If paid special bereavement leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.
- D2.9 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.
- D2.10 Without limiting the foregoing, bereavement leave of up to 3 days per bereavement may be taken on the death of the Employee's spouse, parent, child, brother, sister, grandparent, grandchild, or spouse's parent. Leave of up to 1 day may be taken on the death of any other person, if the Employer accepts that the Employee had sufficient connection to that person to have suffered a bereavement.
- D2.11 The annual leave section of this agreement contains provisions for replacing bereavement leave with annual leave in some circumstances.
- D2.12 The Department of Labour or a union can give the Employee additional information about bereavement leave.

SCHEDULE E: FLEXIBLE WORKING HOURS

E1. The Purpose of this Clause

The purpose of this clause is to recognise the importance of work/life balance by facilitating flexible working conditions that balance employment and non-employment commitments by—

- (a) Providing employees with a right to request a variation of their working arrangements.
- (b) Placing certain duties on employers who receive those requests
- (c) Placing an obligation on both parties to negotiate a mutually acceptable compromise when a request is declined.

E2. Eligibility to Make a Request

An employee may make a request for a variation of their working arrangements if:

- (a) The employee has the care of any person; and
- (b) the employee, as at the date the request is made, has been employed by his or her employer for the immediately preceding 6 months; and
- (c) the employee has not made a request that has been approved or refused in the last 12 months from the date on which the previous request was made.

E3. Duties when Making a Request

A request must be in writing and—

E3.1 state—

- (a) the employee's name; and
- (b) the date on which the request is made; and

E3.2 specify the variation of the working arrangements requested and whether the variation is permanent or for a period of time; and

E3.3 specify the date on which the employee proposes that the variation take effect and, if the variation is for a period of time, the date on which the variation is to end; and

E3.4 explain, in the employees view, how the variation will enable the employee to provide better care for the person concerned; and

E3.5 explain, in the employees view, what changes, if any, the employer may need to make to the employer's arrangements if the employee's request is approved.

E4. Duties when Responding to a Request

The Employer must deal with a request as soon as possible but not later than 3 months after receiving it and—

E4.1 Notify the employee [in writing] whether his or her request has been approved or refused; and

E4.2 If the request is refused, notify the employee [in writing] that the request is refused because—
(a) the employee is not eligible to make a request under clause E2 of the collective employment agreement; or

- (b) the request can not be accommodated on 1 or more of the following grounds:
 - i) inability to reorganise work amongst existing staff:
 - ii) inability to recruit additional staff
 - iii) detrimental impact on quality
 - iv) detrimental impact on performance
 - v) insufficiency of work during the periods the employee proposes to work:
 - vi) planned structural changes:
 - vii) burden of additional costs:
 - viii) detrimental effect on ability to meet customer demand; or

E4.3 The employer must reject a request if it is inconsistent with any other provision contained in this Collective Employment Agreement.

E5. Obligation to Negotiate a Mutually Acceptable Compromise

If a request is refused under clause E4 the employee may initiate a meeting to further discuss this. The parties will meet as soon as practicable once a request has been made. The purpose of this meeting is to identify a mutually acceptable variation to the refused request. In doing so—

- (a) each party shall fully inform the other of the issues under consideration; and
- (b) each party shall participate in good faith through full and open discussion; and
- (c) the employer may decline any proposed variation only on genuine grounds listed in E4.2(b).

E6. Reporting to the Union

Not later than 1 March each year, the employer must report to the TEU (or its successor)—

- (a) The total number of applications made under Schedule E; and
- (b) The total number of applications approved under Schedule E; and
- (c) The total number of applications dealt with as per Clause E1.5; and
- (d) The total number of applications dealt with under Clause E5 in which a mutually acceptable agreement was reached