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1 INTRODUCTION

1.01 Title

1.01.01 This Agreement will be known as The University of the South Pacific Intermediate and Junior Staff Agreement 2000.

1.02 Intent of Agreement

1.02.01 It is required that this Agreement be registered with the Fiji Ministry of Labour in accordance with the provisions of the Trades Disputes Act, Cap. 96, Clause 6 (1978).

1.02.02 This Agreement intends to achieve ongoing improvement in productivity and efficiency, effectiveness, quality, flexibility, and equity through the contribution to those improvements by Intermediate and Junior staff. Equally the University would seek to create an environment in which the staff member’s performance would be enhanced. Benefits accruing from improvements as a result of this Agreement are intended to be shared by Intermediate and Junior staff, the University, students and other stakeholders of The University of the South Pacific.

1.02.03 The parties intend by this Agreement to further the parties’ aim of maintaining and enhancing the harmonious industrial relations environment within which the USP Staff Union and The University of the South Pacific will continue to bargain and consult to their mutual benefit.

1.02.04 This Agreement supersedes The University of the South Pacific Intermediate and Junior Staff Agreement 1988 and incorporates changes to the conditions of employment of Intermediate and Junior staff at The University of the South Pacific (Fiji).

1.02.05 It is agreed that the changes represented by this Agreement do not represent an overall reduction in the terms and conditions of service of Intermediate and Junior staff at The University of the South Pacific below those, which they would receive by way of any other relevant award.

1.03 Definitions

1.03.01 In this Agreement unless the context otherwise indicates or requires:

Vice-Chancellor - means the Vice-Chancellor of the University of the South Pacific appointed under the Charter and Statutes of the University and includes any person duly appointed to act on the Vice Chancellor’s behalf.

Registrar - means the Registrar of the University of the South Pacific appointed under the Charter and Statutes of the University and includes any person duly appointed to act on the Registrar’s behalf.

Appointing Authority — in relation to any member of staff means the Council or its delegate.

'Staff' or 'staff member(s)', will mean staff employed on a permanent basis as Intermediate and Junior staff by The University of the South Pacific (Fiji);

1.03.02 Subject to the provisions of 1.03.01 the various expressions used in this Agreement will, except where a contrary intention appears, have the same meaning as in the Charter and Statutes of the University.

1.03.03 This Agreement will not preclude the application of the provisions of the Charter and Statutes of the University and of the Employment Act Cap 92 (1978) of the Laws of Fiji and any amendments thereto.
1.04 Area, Incidence and Duration of Agreement

1.04.01 This agreement between The University of the South Pacific [referred to as “The University”] and The University of the South Pacific Staff Union [hereafter referred to as the “Union”] on Terms and Conditions of Service for Intermediate and Junior Staff [hereafter referred to as the “Agreement”] will be binding on the University and the Union and will apply to staff employed as Intermediate and Junior staff.

1.04.02 This Agreement will come into effect from the date of signing of the Agreement and will remain in force for a minimum of 3 years and until replaced by another Agreement provided by either party during the currency of the Agreement may bring any matters for the purpose of discussions on any of the Articles of this Agreement and resolving any problems arising therefrom in respect of their interpretation or application.

1.04.03 Clause 1.04.02 will not operate so as to nullify the effects of any Act of Government or the Laws of Fiji.

1.05 Workplace Bargaining

1.05.01 The process of bargaining relating to Intermediate and Junior staff members of The University of the South Pacific is hereafter called ‘Workplace Bargaining’.

1.05.02 The parties agree to examine matters listed in this Agreement through consultation, through working parties and/or through established University channels. The adoption of new arrangements in these areas should occur by agreement between the parties and may be cited by either party in future workplace bargaining rounds.

1.05.03 The parties agree to examine the text of all matters listed in this Agreement with a view to ensuring the Agreement is written in “Plain English” and gender neutral language.

1.05.04 The parties are to meet to oversee the implementation of this Agreement, including dealing with any grievances or potential disputes arising from implementation. The parties will also receive and advance through consultation the recommendations of working parties. The parties will meet once every twelve weeks during the period of operation of the Agreement unless it is agreed that a scheduled meeting should be cancelled. Further, either team leader may request additional meetings, which should normally occur within 10 working days from the date of the request.

1.05.05 The parties recognise the existence of a variety of representative and institutional and decision-making bodies within the University. These bodies or mechanisms form part of the culture of the University and workplace bargaining also must recognise that culture.

1.05.06 The parties will not seek to usurp or duplicate the existing role or responsibilities of those bodies. Matters, which have implications for workplace change or the working conditions of staff, will be referred by and/or to the parties at appropriate stages for consultation.

1.05.07 The Bargaining Teams will be made up of:

Four members nominated by the Union (three of whom must be staff members and one of whom may be employed by the Union); and

Four staff members nominated by the University.

1.05.08 Each team should have at least 3 members in attendance at any joint meeting with the University.

1.05.09 Either party may request that an additional person, with specific expertise be allowed to sit in as an observer.
1.06 Variation of Agreement

1.06.01 This Agreement provides for any of its terms to be varied by agreement between the parties while the Agreement is in force, by the two parties through mutual agreement or may be varied pursuant to Cap 97 of the Act. Such variations are specifically contemplated in relation to Sections 2, 3, 4, 5, 6, 9, 11 and 13 of this Agreement.

1.06.02 It is acknowledged that any further Agreement concerning staff employed by the University to be certified under Cap 96 of the Act only if it is an Agreement with the Union.

2 CLASSIFICATION MATTERS

2.01 Job Descriptions

2.01.01 Each staff member, upon appointment, will be provided with a job description.

2.02 Work Redesign

2.02.01 The parties agree to consider the proposed Work Redesign process outside of this Agreement. The Union, however, will be consulted on any such process to be implemented within the University.

3 RECRUITMENT

3.01 Advertising Positions

3.01.01 Vacancies to established positions will be advertised internally and in the press by the Registrar. All attempts should be made to fill the position within three months of the vacancy occurring.

3.02 Merit Principle

3.02.01 All appointments will be based on merit.

3.02.02 All other things being equal, in filling such vacant positions, preference will be given to existing staff who apply.

3.02.03 Any staff member who has made a written application within the time allowed, for any appointment or regrading, if unsuccessful will be advised of the reasons for her/his being passed over.

3.03 Acting Appointments

3.03.01 A staff member should not normally act in a higher position for a continuous period of more than six months. If the acting period does exceed six months, the acting staff member will be considered for the position if it falls vacant.

4 CONTRACT OF EMPLOYMENT

4.01 Terms of Employment

4.01.01 Staff will be appointed on a full time basis.

4.02 Probation

4.02.01 Appointees to permanent positions are subject to 6 months probationary period from the date of commencement of duty. In certain cases, the University may at its discretion extend this for a further 6 months, providing that the individual is given the reason in writing. Towards the end of an extended probationary period the Head of Department/Section will make a recommendation on whether to employ a staff member on permanent terms or to terminate the appointment.
4.02.02 Notwithstanding any provision contained elsewhere in this Agreement, the employment of a probationary staff member may be terminated by the University or the staff member upon giving two week's notice or the payment or forfeiture of two week's salary where such notice is not given.

4.02.03 The parties agree to design and implement policies and procedures relating to the review of performance of staff on probation as part of the Performance Management System in 11.01.

4.03 Promotion and Regrading

4.03.01 Promotion is the movement of staff members across salary grades on the basis of personal merit, as opposed to “appointment” to a higher grade through the normal recruitment procedures. The parties agree to look at the introduction of promotion procedures for Staff.

4.03.02 Regrading is the process by which a position is assessed for change of classification level. It is based on the job requirements and not on personal performance. Where the nature of the position has changed over time the Head of School/Section may apply to have the position regraded through a Job Evaluation exercise.

4.03.03 Any vacancies occurring within the establishment of the Intermediate and Junior staff category which may allow existing staff to be appointed to a higher position, will be advertised (see Section 3).

4.04 Redeployment

4.04.01 Where a staff member is required to relocate to another location, other than that to which they have been appointed, the Union will be consulted, if the staff member so wishes.

4.05 Recruitment and Appointment Procedures

4.05.01 The parties agree to consider recruitment and appointment policies, guidelines and procedures.

5 HOURS OF WORK

5.01 Normal Hours

5.01.01 The normal hours of work per week will be 37 (thirty-seven) with the working week being worked five days Monday to Friday inclusive.

5.01.02 The normal hours of work per day shall be 7.5 hours from Monday to Thursday inclusive with 7 hours on Friday, which will usually be worked as follows:

- Monday to Thursday: 8.00 am - 4.30 p.m. OR 8:30 – 5:00pm
- Friday: 8.00 am - 4.00 p.m. OR 8:30 – 4:30pm

5.01.03 Each member of the staff will choose one of the two alternative work hours in consultation with the Head of School, Department/Section.

5.01.04 Once chosen the new hours will become the working hours of the member of the staff, for at least 12 months. However, the hours may be changed to provide for the University needs, for example, during registration of students' etc.

5.01.05 For staff working on a rostered basis, the hours worked each day may be rostered between the hours of 6am and 10pm.

5.01.06 Where staff members are required to work between 10pm and 6am shift penalties will apply.

5.01.07 Every staff member who is eligible for overtime pay will be required to sign an attendance register indicating time of arrival at place of work and time of departure.
5.02 Flexi-time

5.02.01 The parties agree to look at the issue of flexi-time through the process of on-going negotiation.

5.03 Overtime

5.03.01 A staff member will be required to work overtime if and when necessary, provided at least one working day’s notice is given. Overtime work will be all work performed in excess of the normal 37 hours per week.

5.03.02 No overtime will be performed without the prior approval of the Head of School/Section.

5.03.03 The following overtime rates will apply where hours are worked in excess of the normal working hours per week.

Monday to Friday

(a) Where overtime work is continuous with the work performed on a normal working day, overtime will be payable at the rate of one and half times the normal rate for the first 3 hours and double the normal rate thereafter. The minimum overtime payment will be for half an hour and any fraction over that will be taken to the next nearest half-hour.

Saturday

(b) One and half times the normal rate for the first 3 hours and double the normal rate thereafter with a minimum payment of 3 hours.

Sunday/ Public Holidays

(c) Double the normal rate for all work performed on Sundays or Gazetted Public Holidays with a minimum payment of 3 hours.

5.03.04 Where staff members who are rostered on weekends are required to work a normally rostered day off, a minimum pay of 3 hours per shift will apply.

5.04 Time-in-lieu

5.04.01 Where a staff member is entitled to overtime payment and is agreeable to the granting of time off in lieu of overtime payment, the Head of Section may approve time off for a period equivalent to the full overtime payment in hours which would have been payable e.g. 4 hours worked at double time equals 8 hours time in lieu.

5.04.02 These conditions will not apply to shift and rostered work normally involving Saturdays, Sundays and gazetted public holidays. Staff members rostered to work on a public holiday or if the normal day off falls on a public holiday, will be granted another day off in lieu, in that week.

5.04.03 The maximum number of hours of time off in lieu of overtime payments that may be accumulated by a staff member will not exceed the number of hours in the staff member's ordinary working fortnight.

5.04.04 Accumulated time off in lieu of overtime payment will be taken at a time mutually agreeable to the staff member concerned and the supervisor, provided that the time off will be taken within a period of 6 months from the time that the overtime was performed.

5.04.05 Time off in lieu of overtime payment may be arranged to be taken in conjunction with other forms of leave but advance payment will not be made for time taken in lieu of overtime payment.
5.05 Rostered Staff – Work Rosters

5.05.01 Staff may be rostered to work normal shifts to ensure that the needs of the University are met. The wishes of individual staff will be taken into consideration where practicable.

5.05.02 Where a staff member is required to work according to a roster, the following provisions will apply:

- work rosters will be posted in a readily accessible place;
- all rosters will indicate the commencement and cessation times of the ordinary hours of work of the respective shifts for each staff member.

5.05.03 Changes to rosters will be notified at least 7 days prior to becoming operative. A shift or roster may be changed at any time, however, to enable the functions of the University to be carried on, where another staff member is absent from duty on account of illness, or in an emergency, but if such alteration involves a staff member working on a day which would have been the staff member’s day off, such time worked on that day will be paid for at overtime rates. A staff member rostered to work on a Public Holiday or if his or her normal day off falls on a public holiday shall be granted another day off in lieu in that week.

5.05.04 Staff will be reimbursed travel expenses when they are required to change shifts without due notice.

5.05.05 Shifts or rosters may be interchanged by agreement between the staff member and the University, provided that the University will not incur additional shift or overtime penalties as a consequence of the change.

5.05.06 Staff rostered for shift work will not work consecutive shifts except in exceptional circumstances as outlined in 5.05.03 above.

5.06 Meal Breaks

5.06.01 A staff member will not be required to work more than 5 hours without a meal break.

5.06.02 Staff are to be clearly informed of meal break times.

5.06.03 Meal breaks will be unpaid and will not exceed one hour in any one working day. For staff working a normal Monday to Friday roster, the lunch break will be taken between 12 noon and 2pm.

5.06.04 If more than 2 hours overtime are worked after normal finishing time from Monday to Friday, a meal break of not less than 30 minutes will be taken as soon as possible after the normal finishing time.

5.06.05 If more than 4 hours overtime are worked on Saturdays, Sundays or public holidays, a meal break of not less than 30 minutes nor more than one (1) hour must be taken. Overtime meal breaks will not be paid.

5.07 Tea Breaks

5.07.01 Heads of Sections will make time available for employees to have tea breaks totaling 30 minutes in each working day for morning and afternoon tea.

6. SALARIES AND PAYMENTS

6.01 Salary Rates

6.01.01 The salary rates for staff at the University will be as set out in Schedule 1. The parties agree to look at procedures for the streamlining of salary grades.
6.01.02 The salaries provided for in this Agreement may be varied to reflect any changes of an economic nature approved by the Council.

6.02 Payment of Salaries

6.02.01 Salaries, including overtime will be paid fortnightly or monthly to staff members into a nominated bank account.

6.02.02 When proceeding on annual leave or long service leave, staff members may be paid salaries in advance of pay days falling within the periods of such leave if they so request. This request should reach the Personnel Office 20 working days before the commencement of leave.

6.02.03 Payment in respect of broken periods will be computed on a pro-rata basis.

6.02.04 The salary paid to each individual staff member will be regarded as confidential and every effort will be made to ensure this.

6.03 Deductions

6.03.01 The University will deduct from the salaries of a staff member any amount due in respect of any tax, contribution to Fiji National Provident Fund (FNPF) or levy imposed by law.

6.03.02 By mutual agreement between the staff member and the University and by written confirmation by the staff member, the University may deduct from the salary of a staff member any amount due by such staff as contribution to a Life Insurance Scheme, the Union subscription and to a housing scheme to which the staff member belongs, as well as any other deductions as agreed to by the University and the staff member, provided that the total deductions do not exceed the limits specified in the Fiji Employment Act.

6.03.03 The University may make deductions from the salaries of a staff member in respect of:

(i) Any overpayment made during the immediately preceding three months by the University to the employee by the University’s mistake;

(ii) Any money owing by the staff member to the University;

(iii) Any loss of or damage to any University property caused by the action, neglect or default of the staff member;

provided all deductions made do not exceed the limits specified in the Fiji Employment Act.

6.03.04 Any such deductions must be communicated to the staff member and a mutually agreeable decision made on repayment to minimise hardship.

6.04 Termination

6.04.01 Upon termination of employment, the University will be entitled to make deductions as stipulated in 6.03.03 from any final money owed to the staff member.

6.05 Incremental Progression

6.05.01 Each salary point within a classification level is an incremental step. Subject to this clause staff members will progress to the next incremental step upon completion of twelve months’ service, provided performance of duties is reviewed as satisfactory.

6.05.02 The increment date will be the anniversary of the staff member’s date of appointment, or such date (1 January or 1 July) as has already been determined by the
University, subject to there being no loss to the staff member in the event of appointment or promotion.

6.05.03 For any periods of leave without pay (including maternity leave without pay) during the 12 month period preceding the increment date, the increment date will be advanced by the same number of days.

6.05.04 Staff members on the top of their respective salary scales may be considered for a cash bonus as a result of a satisfactory staff review.

6.06 Responsibility/Acting (Higher Duties) Allowances

6.06.01 An employee who agrees to accept temporarily the full responsibility for, and to perform all of the duties of, a higher classified position will, subject to this clause, be paid an acting allowance for the time during which she/he performs such duties, provided that the period is 30 consecutive days or more.

6.06.02 The rate of the allowance in 6.06.01 will be an amount equal to the difference between the minimum salary of the higher classified position and the salary, which the relieving employee is entitled to receive in the position she/he substantively occupies. In cases where the minimum point of the higher salary is lower than the staff member’s current salary, the staff member will be paid at the next highest incremental point for the period of the acting appointment.

6.06.03 An employee who is appointed temporarily to perform some but not all of the duties of a higher classified position or to perform duties which are to be found in a higher classified position will, subject to this clause, be paid a responsibility allowance, provided that the period is equal to 30 consecutive days or more.

6.06.04 The staff member will be advised of the extent of the duties to be performed and the rate of the allowance to be paid before taking up duties.

6.06.05 Where it is necessary for a staff member acting at the Intermediate and Junior level to work extra hours due to such additional tasks being performed, overtime will be applicable at the acting salary level.

6.06.06 The Manager-Personnel is responsible for approving the acting appointment, or in the case of responsibility allowance, the rates and proportion of additional duties to be carried out by a staff member.

6.07 Mileage (Motor Vehicle Kilometer) Allowance

6.07.01 Subject to the approval from the Head of Section a staff member who is required to use his/her motor vehicle in connection with the University’s business, will be paid for the use of her/his vehicle at a rate determined by the University from time to time.

6.07.02 Journeys between the place of residence and place of employment within the environs of the Campus are not reimbursable.

6.08 Transport Allowance

6.08.01 Staff members required to work overtime or on a shift basis finishing at 8pm or after will be provided with transport to their homes.

6.09 Per Diem

6.09.01 A per diem allowance is intended to recompense staff members who have to travel on University duty, for additional expenditure incurred by them in doing so as follows:

(a) Staff members who are away on duty from their normal place of work and who are travelling within Fiji, which makes it impossible for them to return to their home for
the night or subsequent nights, will be paid the per diem at the rate prescribed by the University from time to time for that country.

(b) Where staff members are required to travel to another country on University duty, they will be paid per diem at the rate prescribed by the University from time to time for that country.

6.10 Meal Allowance

6.10.01 An employee when required to work overtime will be paid a meal allowance in addition to any overtime payment when required to work:

- 2 hours or more overtime after the normal finishing time;
- 2 hours or more before normal commencing time;
- 4 hours or more overtime on Saturdays, Sundays or Public Holidays;
- more than 5 hours after a previous meal break for which a meal allowance has been paid or is payable.

6.10.02 The rate for meal allowance has been determined in relation to the Fiji Public Service Allowances applicable under similar circumstances.

6.11 Shift Allowance

6.11.01 For shifts which fall wholly between the hours of 10.00 p.m. and 6.00 am an allowance of .50 cents per hour will be paid.

6.12 Travel, Removal and Relocation Expenses

6.12.01 Staff members directed by the University to travel by air or sea will be entitled to the most economical fare by the most direct route.

6.12.02 A person approved for full-time appointment from within the University region but from outside Fiji, will be assisted by the University in meeting travel, removal and associated costs in accordance with the prevailing conditions approved by the Council.

6.12.03 A staff member who is deployed or posted to another Centre or member country of the University, will be entitled to such provisions as will be determined by the University from time to time.

7 LEAVE AND ABSENCES

7.01 Annual Leave

7.01.01 Annual leave will accrue at the rate of 20 working days for each 12-month period of service.

7.01.02 Annual leave may be taken at a mutually convenient time by arrangement with the Head of Section. In certain areas e.g. Laboratories and Dining Hall, staff members may take their earned leave during vacations.

7.01.03 In respect of 7.01.02, the University will take into account the following general expectation(s):

- A staff member should take one period of annual leave of at least 2 weeks duration in their anniversary year;
• A staff member will not have leave approved within the first three months of their employment.

7.01.04 Where the absence of the staff member would cause severe hardship for the School/Institute/Office, a case may be made by the Head of School/Office to the Registrar that the leave be deferred, but utilised within a mutually agreed timeframe, with a maximum limit of 6 months from the date of the leave falling due.

7.01.05 If a staff member has been absent on any leave without pay, the period of absence will not be counted as service for the purpose of determining eligibility for annual leave in that year.

7.01.06 The period of leave granted to a staff member, due to incapacity for which compensation has been authorised under the Workmen’s Compensation Act 1978, is leave earning.

7.01.07 Where a staff member is sick while on annual leave, the University may approve of the use of available sick leave on production of a medical certificate, and the staff member will be recredited with the annual leave.

7.01.09 Staff members may carry forward 10 days annual leave i.e. maximum leave owing possible for accrual at any one time will be 30 days. (10 days carryover, plus 20 days for a new year).

7.01.10 Staff members should not normally be called back to work while they are on leave. However, in exceptional situations only, where the staff member’s services are urgently required, the staff member’s leave will be recredited and the University will be responsible for reimbursement of out-of-pocket travel expenses.

7.02 Long Service Leave

7.02.01 In respect of full-time service at the University, a staff member will be eligible for long service leave as shown in Schedule 2.

7.02.02 If a staff member falls sick whilst on long service leave, and produces a medical certificate which satisfies the University, the University may recredit the staff with an equivalent period of long service leave.

7.02.03 Any period or periods of leave without pay granted to the staff member will not be taken into account in determining length of service.

7.02.04 The time at which long service leave is taken will be mutually agreed to between the staff member and the Head of School/Section/Department and with provision of at least one month's notice.

7.03 Sick Leave

7.03.01 Sick leave on full salary will be granted if the sickness is not occasioned by the employee's own neglect or misconduct.

7.03.02 A staff member is entitled to outpatient sick leave of up to 21 working days in any one year of service. This leave cannot be accumulated.

7.03.03 If any sick leave absence exceeds 1 working day, the staff member must provide a medical certificate from one of the University medical officers or any other registered Medical Practitioner. The medical certificate should state the nature of the illness and the dates on which the staff member is unable to attend duty. Single day absences (without medical certificate) should not exceed an aggregate period of 6 days in any one-year of service.

7.03.04 Staff members required to undergo treatment as an inpatient of a hospital, or required by a Government hospital or the University medical officer to be confined to their home on grounds of illness, in addition to their outpatient sick leave will be entitled to further periods of up to 42 consecutive days sick leave on full salary in any one year of service. This leave cannot be accumulated.
7.03.05 On the recommendation of a medical board, inpatient sick leave on full salary may be extended up to a maximum of 180 consecutive days, which will be inclusive of all outpatient and inpatient sick leave entitlement. Thereafter sick leave with or without full salary will be at the discretion of the Registrar.

7.03.06 A staff member who is unable to attend work due to illness will inform the supervisor or other senior person as soon as practicable.

7.03.07 If leaving work due to illness, a staff member will inform his/her supervisor before doing so, unless there are extenuating circumstances rendering this impossible.

7.03.08 In cases where the staff member's absences on sick leave causes concern, the following actions are to be followed:

1. The supervisor to interview and counsel the staff member.
2. If no significant improvement takes place, within a specified period, Manager-Personnel is advised to take necessary further action, which may include the following:
   i) A staff member who is regularly absent on sick leave will be examined by a registered medical practitioner nominated by the Registrar with a view to determining their suitability for continued employment.
   ii) If the medical officer’s assessment is that the staff member is fit to continue duties, a further period will be specified for improvement.
   iii) If no improvement occurs within this period the case will be referred to the Staff Review Committee for a decision.

7.04 Compassionate Leave

7.04.01 Five days of leave with pay may be granted to an employee on the death of an immediate relative (spouse, child, father, mother), two days for close relatives (grand-father, grandmother, brother, sister) and for the following relations by marriage: father-in-law, mother-in-law, brother-in-law, sister-in-law. One day of leave with pay may be granted on the death of blood uncles and aunts (brothers and sisters of an employee’s parents). Up to 4 hours with pay may be allowed for attendance at the funeral of a more distant relative up to a total of 12 such hours per year. Proof of death, and of the relationship may be required by the University.

7.04.02 Some extension of compassionate leave may be granted at the discretion of the Registrar.

7.05 Maternity Leave

7.05.01 A female staff member will be eligible for maternity leave provided that she has been in the service of the University for at least 5 months prior to the expected birth date of the baby, and/or has served a five month period from the end of the last maternity leave period to the start of the next. Where the baby is born prematurely, it is reasonable to take the original “expected” date to be the formal date for this purpose.

7.05.02 The total absence on maternity leave will not exceed 12 months from the date of commencement of such leave. The 12 months maternity leave may be made up as follows:

1. Twelve weeks leave on full pay
2. The balance of 12 months, or pro rata, leave without pay (optional)

7.05.03 A member of staff is required to commence maternity leave no less than six weeks prior to the expected date of delivery unless her doctor certifies that she is fit to continue duties. Such certification must state the date on which the staff member is to cease duties.
7.05.04 A member of staff will not be permitted to resume duties within a period of six weeks from the date of confinement.

7.05.05 The twelve weeks maternity leave (84 days) will be on full pay, and will be in addition to any earned annual/long service leave.

7.05.06 In lieu of unpaid maternity leave, an employee may be granted annual leave and/or long service leave standing to the employee’s credit at the commencement of such leave, provided that the total absence will not exceed the 12 months in respect of any one confinement.

7.05.07 Any absence arising out of pregnancy before the staff member takes her maternity leave will be counted against sick leave for which she is eligible.

7.05.08 Any Leave due to miscarriage in the early months of pregnancy will be treated as sick leave, and the appropriate period of leave will be determined by the University doctor, e.g. an advanced miscarriage may require the full six week post-natal recovery period.

7.05.09 A staff member who wishes to take maternity leave will give the University not less than 4 weeks’ written notice of the date on which the staff member wishes to commence maternity leave. Such notice will also specify the date on which the staff member intends to return to work, and will be supported by a medical certificate indicating the anticipated date of confinement.

7.05.10 Maternity leave without pay taken in these circumstances does not count as service for incremental purposes. Periods of maternity leave at full pay are to be regarded as service for salary incremental progression.

7.05.11 A staff member who gives birth to a stillborn may elect to take sick leave following the birth. The employee may return to work earlier than 6 weeks following the birth, subject to the production of a suitable medical certificate.

7.06 Paternity Leave

7.06.01 A male staff member is entitled to 5 working days leave on full pay, in order to provide support to the mother of his child. This is to be taken within the first six weeks after the baby is born, and must be supported by documentary proof of paternity (e.g. birth certificate).

7.06.02 A staff member is eligible for paternity leave provided that he has been in the service of the University for at least 6 months prior to the expected birth date of the baby. Where the baby is born prematurely, it is reasonable to take the original “expected” date to be the formal date for this purpose.

7.07 Adoption Leave

7.07.01 The parties agree to the need for Adoption leave and will meet separately to consider the provision of such a policy.

7.08 Leave Without Pay

7.08.01 Depending on the merits of the case, a staff member may be granted leave without pay at the University’s discretion.

7.08.02 For any period (or periods) of leave without pay (including maternity leave without pay) the increment date will be advanced by a period equivalent to the whole period of leave without pay.

7.08.03 For any period or periods of leave without pay (including maternity leave without pay), the period of absence from duty on leave without pay will not be counted as service for the accrual of annual leave in that year.
7.08.04 A staff member may be considered for leave without pay for training in accordance with existing procedures laid down by the Council.

7.09 Training Leave

7.09.01 A staff member may be considered for training leave in accordance with the existing procedures laid down by the Council.

7.10 Military Training Leave

7.10.01 A staff member may be released without pay for military training for a period of up to eight weeks.

7.11 Leave for Sporting Activities

7.11.01 A staff member who is selected as an official or a member of a National Sporting Team may be granted up to 10 working days of special leave with pay per year.

7.12 Leave Entitlements Paid on Resignation/Termination

7.12.01 In the event of resignation, termination or dismissal of a staff member, payment will be made on a pro-rata basis as follows:

(a) Any outstanding annual leave balance;

(b) Any outstanding time-in-lieu of overtime;

(c) Any long service leave entitlement after 10 years continuous service, or pro rata if the service has been 5 or more years up to 10 years. (See Schedule 3)

8 FACILITIES at WORK

8.01 Change Rooms, Lockers, Conveniences and Tea Facilities

8.01.01 The University will provide washroom conveniences and tea making facilities for all staff. Where appropriate an individual locker or secure drawer and changing room will be provided.

9 OCCUPATIONAL HEALTH & SAFETY MATTERS

9.01 Occupational Health and Safety (OH&S)

9.01.01 The University is committed to observing all obligations under the Occupational Health and Safety Act 1996 and Regulations 1997. In this regard, it is understood that:

- the University will take all due care to observe staff member’s health and safety while at work;

- staff members will observe all regulations and measures concerned with safety which have been laid down by the University to comply with the Act.

9.02 Medical Services

9.02.01 All appointments will be subject to the receipt of a medical report satisfactory to the University from a medical officer approved by the University.

9.02.02 Staff members employed in areas where their health may be affected as a result of prolonged exposure in such areas, will be medically examined at least once every year at the University’s expense.
9.02.03 Staff members employed in areas such as Kitchen/Dining Hall, University restaurants will be medically examined at least once every year at the University’s expense.

9.02.04 Where a staff member’s health fails as a result of exposure in the areas referred to above, and it is proved that it was not through the staff member’s negligence or indiscretion, the University will pay such medical expenses as are necessary not withstanding any provisions in these regulations.

9.02.05 Any injuries sustained as a result of neglect by the staff member will not be compensated for or covered by the University.

9.02.06 The University will provide free medical attention for a member of staff through medical officers appointed by it, provided that the need for medical attention does not arise from the staff member’s negligence or misconduct. The medical attention provided by the University will not cover optical or dental treatment.

9.02.07 The University will provide and maintain adequate first aid facilities in each Department/Section.

9.02.08 The University will bear the cost of any treatment within Fiji including surgical materials and drugs prescribed by the University Medical Officers or Government Hospitals/Health Clinic, provided that the cost of drugs/surgical materials are in line with the rates set out in University policy.

9.02.09 Where a member of staff requires hospitalisation, the University will meet the charges for accommodation, maintenance and treatment in a public paying ward in a government hospital.

9.02.10 The University will meet the cost of visits to and treatment by a specialist only if the staff member is referred by the University Medical Officer.

9.02.11 Where facilities are not available in Fiji, in the opinion of the University medical officer, and the specialist in charge of the case, both of whom will make a recommendation to the Registrar, the University will provide the costs of treatment overseas (including travel) up to a maximum laid down by the Council from time to time, provided the staff member is not covered by any Health Insurance Policy.

9.03 Clothing and Safety Equipment

9.03.01 Where the University requires a staff member to wear a uniform or protective clothing, such uniform or protective clothing will be provided by the University and, where appropriate, be maintained, laundered, or replaced at the expense of the University. No allowance will be paid in lieu of this practice of providing laundry, dry cleaning or replacements.

9.03.02 The University will supply all safety and personal protective equipment required to be provided by Acts or Regulations under those Acts (e.g. gloves, masks, goggles, helmets, steel capped boots, and safety shoes).

9.03.03 A staff member provided with clothing or safety equipment under Clauses 9.03.01/2 will wear that clothing or safety equipment whilst performing duties for which it has been provided.

9.03.04 Any clothing, which is provided by the University under this clause, will remain the property of the University and will be returned by the staff member on the termination of her/his employment with the University.

9.03.05 Replacement of items of protective clothing and equipment will be on the condition that staff return the previous issues.
9.04 Workers Compensation

9.04.01 The University will observe all the obligations under the Worker’s Compensation Act, Chapter 94 relating to compensation for employees who suffer accidents in work-related activities.

10 PROFESSIONAL DEVELOPMENT

10.01 Studies at USP

10.01.01 The program of study being pursued should lead to the attainment of a skill or qualification considered by the University to be relevant to the staff member's current or potential employment within the University. Staff members studying at USP, whose courses do not have direct relevance to their area of work will be charged the fees determined for the spouses and children of staff members.

10.01.02 The spouses and children of staff members will be required to pay the cost as laid down by the Council.

10.01.03 Staff members should be aware that support for further studies does not mean that the staff member will be necessarily promoted to a higher level position upon successful completion of studies.

10.02 Staff Training and Development

10.02.01 The University's policy and procedures on Staff Training and Development is contained in a separate Section in the Personnel Management Handbook.

11 CONDUCT AND PERFORMANCE

11.01 Performance Management

11.01.01 The University is developing an integrated Performance Management System to provide an effective and fair process, including appropriate appeal mechanisms, for the assessment of the performance of staff. The policy and procedures for this System will be developed in conjunction with the Union.

11.02 Staff Review Process

11.02.02 The performance of every staff member in their assigned duties will be annually reviewed by the University unless otherwise determined by the University (see policy and procedures document 20.04 in the Personnel Management Handbook).

11.03 Confidentiality

11.03.01 The University requires that all staff members keep any information or documentation of a sensitive nature, which may come into their possession while in the employ of the University strictly confidential. Any breach of this requirement may lead to the staff member’s dismissal.

11.04 Discipline

11.04.01 If a staff member commits an offence, other than those listed in Section 28 of the Employment Act (Cap.92), disciplinary action will be taken as follows:

1. The Head of School or Section will, if in their opinion the offence is not serious, discuss the infringement with the staff member outlining the probable consequences should they continue to breach University rules or accepted standards of behavior. This step will constitute a verbal warning, a record (signed by the staff member) of which will be noted in the personal file of the staff member.
2. If the infringement is repeated the Head of Section/Department will issue a written warning to the staff member with a copy to the Personnel Office.

3. In the event of breach of any rule after a written warning, a final written warning will be issued by the Registrar, which will remain current on the staff member’s file for the next 24 months. If there is a further infringement of any rule during that period, the staff member’s appointment will be automatically terminated after an investigation and confirmation of the offence by the Registrar. A written notice of dismissal will be given to the staff member with a copy to the Union, if the staff member so wishes.

4. If, in the opinion of the Head of School/Section the offence is serious, they will report the matter immediately to the Registrar, who will establish a Committee with the following membership:

   A Chairman appointed by the Registrar (the union has the right to object quoting reasons);
   1 Member appointed by the Registrar;
   1 Member appointed by the Union.

5. The Registrar can likewise make a determination that an offence may have occurred and establish a Committee as set out above.

6. The Committee will investigate the matter and make recommendations to the Registrar, who will consider the recommendations and take appropriate action.

11.04.02 A staff member may be suspended without pay on disciplinary grounds for a continuous period of up to 28 days on the personal authority of the Registrar. Should any case be handed over to the Police Department for investigation, the period of suspension without pay may be extended until the case is satisfactorily resolved by the University.

11.04.03 A staff member under suspension will not be paid salary or any amount in compensation for loss of earnings in respect of a period of suspension unless the Registrar otherwise directs. During the period of suspension all entitlements, privileges and benefits under the terms of the staff member’s appointment will be likewise suspended.

11.04.04 Where an allegation has been made against a staff member that they have committed misconduct subject to summary dismissal, the Registrar may suspend them for not more than 28 days on half pay pending the outcome of the investigation authorized by the Registrar.

11.04.05 An employee will not be summarily dismissed for any misconduct not specified in Section 28 of the Employment Act (Cap.92).

11.05 Staff Reports

11.05.01 No adverse report against a staff member will be placed on a staff member's personal file unless that staff member has first had the opportunity to answer such report, and such answer should be concurrently filed with the adverse report.

11.06 Absence Without Leave

11.06.01 A staff member who, without reason satisfactory to the University, does not report for duty at their allotted time, and does not make up the time, will have salary deducted for the period they are not at work.

11.06.02 Where it is considered reasonable to do so, a warning will be issued in writing to the staff member in lieu of a deduction from salary.
11.07 Abandonment of Employment

11.07.01 Where a staff member is absent from duties for 7 or more consecutive days without contacting the University, the staff member will be deemed to have abandoned duties and will be terminated forthwith. No payment in lieu of notice will be paid.

11.08 Outside Employment/Activities

11.08.01 No staff member will, without the prior written permission of the Registrar, undertake any other work, occupation or interest that encroaches upon the specified working hours for their University duties and responsibilities.

11.08.02 Where staff members propose to seek election or appointment/nomination as a member of the House of Representatives or Senate, municipal council, a town council or an urban district in a local government or a rural/provincial council will, prior to their engaging in any political activity in their personal election interests, take all their accrued leave, and where necessary, leave without pay to cover the pre-election period and, if they are elected or appointed they will be deemed to have resigned from the University on the day they are declared elected. In this case the normal notice period will be waived.

11.08.03 Members of staff who are appointed or elected to any official position in any political party will be required to resign from the date of such appointment or election.

11.08.04 The permission of the Vice-Chancellor is required for staff who wishes to serve on Statutory Boards. A staff member will undertake not to let his/her membership adversely affect his /her duties and responsibilities at the University. Any monetary benefits accruing as a direct result of being a board member will be dealt with under the provisions of the Consultancy Policy of the University.

11.08.05 Council may vary these conditions from time to time.

12 TERMINATION OF EMPLOYMENT

12.01 Notice of Termination

12.01.01 The University may terminate the services of a staff member by giving notice of one month or one month’s salary in lieu of such notice.

12.01.02 Staff members may resign from their position by giving one month’s notice in writing to the Registrar or one month’s salary, in lieu of such notice. Staff members will not include any leave due to them in the period of notice.

12.01.03 Where employees are summarily dismissed for a lawful cause, as set out in Section 28 of the Employment Act, they will be paid on dismissal the emoluments due to them up to the time of their dismissal, subject to any deductions as set out in section 6.03.03.

12.02 Retirement

12.02.01 A member of staff may retire or be retired on reaching the age of 55 years. Not less than three months’ notice will be given by a staff member who wishes to retire or to a staff member whom the University wishes to retire.

12.02.02 Members of staff may continue to be employed beyond the retiring age up to the age of 60 at the discretion of the University subject to them being certified annually by the University Medical Officer as medically fit to continue in the employ of the University, and subject to continuing satisfactory performance.
12.02.03 If staff members are certified medically unfit by the University Medical Officer at any time during this period (55 to 60 years), or if their performance is no longer satisfactory, as determined under the Staff Review Committee, they will be given one month's notice of the University's intention to retire them.

12.02.04 The University may retain the services of a staff member who has reached the age of 60, on a month to month basis provided the staff member continues to provide satisfactory performance and is certified medically fit by the University Medical Officer for continued employment by the University.

12.02.05 A member of staff leaving the services of the University on retirement will receive a lump sum allowance provided they have served the University continuously for a minimum period of 15 years. The allowance will be the equivalent of the staff member's salary for 3 months.

12.03 Termination on the Grounds of Illness

12.03.01 The University may require staff members to retire on the grounds of ill health, if, at the expiration of their sick leave entitlement, they are unable to resume duties and are unlikely to do so within a reasonable time. Provided that, if the staff member or the Union so requests, the University will not take action under this clause until a report by a medical board has been received. The board will be made up of three medical officers, two of whom will be appointed by the University and one by the staff member or the Union. The panel will certify whether the staff member is fit to continue duties or whether they should be retired and notify the effective date.

12.03.02 Where the medical-board's recommendation is that the staff member must cease duties immediately, without the required period of notice given, the staff member will be paid one month's lump sum termination benefits in lieu of notice.

12.03.03 Where the medical-board's recommendation is that the staff member is fit to continue duties, but the staff member continues to have a poor attendance record, the staff member will be required to produce medical certificates only from one of the University medical officers. All other absences will be deemed to constitute poor performance and will be referred accordingly to the Staff Review Committee.

12.04 Final Benefits – Death in Service

12.04.01 When a staff member dies whilst in University service, the salary, allowances and all leave accruing up to the date of death will be paid at the rate applicable to his/her appointment at the time of death, on the basis of probate or letters of administration.

12.04.02 The University will not pay the equivalent of any passage costs to which the staff member, if living, may have been entitled.

12.04.03 The remains of the person will be sent to their home as set out in their contract if they are entitled to repatriation. Normal travel and relocation costs of family and or removal of effects will apply.

12.04.04 An ex-gratia payment may be made to the estate or next of kin of a deceased staff member who, at the time of his/her death was a permanent member of the Intermediate and Junior Staff. This will be at 5% of the deceased staff member's total salary over his/her period of service with the University up to a maximum of $3,000.

12.04.05 Notwithstanding the above provisions the Vice-Chancellor may at his/her discretion and in consultation with the Chair of the Finance and General Purposes Committee vary the above provisions in respect of all dependants of deceased University staff members.

12.05 Redundancy
12.05.01 Where there is a need for redundancies within the establishment, every attempt will be made to inform the Union as soon as practicable but at least 6 months before the date on which the redundancy is to be effected. The Union may ask the University that discussions be held with the object of seeking alternative measures for minimising hardships.

12.05.02 In the event of redundancy, a list, where applicable, will be prepared of all staff members affected. Staff members will be selected for discharge in the following order:

(i) volunteers;
(ii) staff over 55 years of age;
(iii) other staff according to length of service (that is last in first out). However, due regard will be given to the efficiency of the staff members in the efficient running of the University.

12.05.03 Where further redundancies need to occur, all affected staff in the area will be offered the opportunity to apply for the reduced number of positions. These positions will be advertised internally.

12.05.04 A staff member discharged on redundancy will receive compensation at the rate of 2 week’s pay for each completed year of service or part thereof up to a maximum of 40 years.

12.05.05 Payment will also be made for accrued long service leave as set out in Section 7.02. (For a staff member with more than 5 years service but less than 10 years, the redundancy will be a ‘termination’, with a proportionate entitlement.)

12.05.06 Staff members discharged on redundancy, who later apply for a suitable vacancy in the Intermediate and Junior Staff category subsequently arising in the University, will be appointed on the basis of individual merit and taking into account the efficiency of the candidate in the performance of duties prior to redundancy.

12.05.07 Where the University has made a definite decision that a staff member’s position is redundant, the University will advise the staff member and the relevant union concerned to this effect and forthwith provide all relevant details including the number and categories of staff affected and the date on which retrenchments are to be finalised.

12.05.08 The University will give the Union an opportunity to further consult with the University on:

- measures to avert or minimise the retrenchment/s;
- measures to mitigate the adverse effects of the retrenchment/s.

12.05.09 The measures may include redeployment, secondments, or a redundancy package in accordance with clause 12.05.04.

12.05.10 The University will arrange discussions with the staff member occupying the redundant position and with her/his union as to the possibility of the following options instead of retrenchment:

- redeployment to either a similar or lower salaried position;
- retraining for alternative employment within the University;
- relocation.

12.05.11 A staff member whose position has been made redundant will not unreasonably refuse to accept transfer, retraining or relocation.

12.05.12 Payment in lieu of notice will be made if the full month’s notice period is not given. If the employment is terminated within the notice period, then the balance of the notice period will be paid in lieu.

12.06 Certificate of Service

12.06.01 Any member of staff who leaves the service of the University will, on request, be issued with a ‘Certificate of Service’ which will be signed by the Registrar or a nominee of the Registrar.
13 GRIEVANCE PROCEDURES

13.01 Disputes Settlement Procedures

13.01.01 The grievance procedures of the University as a whole are currently under review. These procedures may be subject to change following agreement with unions.

13.01.02 The following procedures will apply:

1. Staff members, or the Union on behalf of a member or group of members, may raise with the University any matter, complaint, dispute or grievance in which they or the group is involved and will in the first instance meet the immediate supervisor or Head of School/Section. The immediate supervisor or Head of School/Section will make every attempt to settle the matter.

2. If after 5 working days from the meeting or such period mutually agreed upon, no settlement is reached, each party will submit a report to the Registrar outlining attempts to settle the matter and the relevant issues of dispute/disagreement. The Registrar will make every attempt to resolve the issue.

3. If after 10 working days from the time the complaint was submitted to the Registrar the matter still remains unresolved, the authorised Union official or representative will, in writing, bring the matter to the attention of the Vice-Chancellor and the parties will, at appropriate discussions, make every attempt to resolve the issue.

4. If after 1 calendar month with the Vice-Chancellor no settlement can be reached, then either party or both will refer the matter to the Permanent Secretary for Labour for appropriate action.

5. No strike action by the Union or action by the employer to create a lockout will be taken until all the steps as outlined in the above procedures have been fully exhausted.

14 UNION RIGHTS

14.01 Union Representatives

14.01.01 A staff member who has been appointed as a union representative will be allowed reasonable time off, during working hours, for the conduct of essential union affairs. While the notion of “reasonable time” is not defined, as each individual case will stand on its own merits, it is expected that the union workload will be shared around so that the burden (and consequent time off) is not carried by any one person.

14.01.02 Union representatives should consult with their supervisors before leaving their work area. This is important for Workers’ Compensation considerations, to ensure that the staff member continues to be covered if injured while attending union business.

14.01.03 No staff member will be disadvantaged as a result of union activities conducted in accordance with responsibilities incurred as a result of bargaining for, or implementation of, this Agreement.

14.02 Union Office Space

14.02.01 The University will provide office space on campus for the Confederation of unions.
14.03 Union Meetings

14.03.01 Unions may hold meetings of members on the premises of the University at times and locations agreed between the union and the University. Adequate notice will be given to the University of the intention to hold such meeting and of the location.

14.03.02 Such meetings will not be held during working hours unless agreed to by the University.

14.03.03 In the case of the Annual General Meeting, one working hour will be allowed during working hours to facilitate staff access at the meeting. Any other requests for time off during working hours will be determined by the Registrar.

14.04 Union Witness before an Industrial Tribunal

14.04.01 Staff members may attend as witnesses on behalf of unions before Industrial Tribunals for such period as is necessary for them to give evidence and be regarded as on duty. They should return to the University as soon as the evidence has been given unless required by the Tribunal to remain in attendance.

15 AVAILABILITY OF AGREEMENT

15.01 Availability of Agreement

15.01.01 Staff members will be entitled to receive a copy of this Agreement. An acceptance of an offer of appointment at the University in the Intermediate and Junior category will be deemed to include acceptance of the provisions of the Agreement and any amendments thereto.

15.01.02 A copy of this Agreement will be kept in an easily accessible place within The University of the South Pacific as well as on the Internet and be available for inspection upon request by any Intermediate and Junior Staff member of the University.

16 RE-OPENING OF NEGOTIATIONS

16.01 Re-opening of Negotiations

16.01.01 The parties agree that there will be no further claims during the period of operation of the Agreement, except where such claims are specifically contemplated in the Agreement (see Section 1.05.01).

16.01.02 The parties agree that either party may re-open negotiations six months prior to the expiry of the period of the Agreement with a view to negotiating and settling any replacement Agreement.

17 SCHEDULES

Schedule 1 Salary Rates

Schedule 2 Long Service Leave Table
ENDORSEMENT OF AGREEMENT

Signed for and on behalf of:

The University of the South Pacific:

____________________ ________________________
Esekia Solofa Sarojini D Pillay
VICE-CHANCELLOR REGISTRAR

For and on behalf of the University of the South Pacific Staff Union:

____________________ _________________________
Maraia Lesuma Litiana Waqalevu
PRESIDENT SECRETARY

Signed at the University of the South Pacific, Laucala Campus, Suva, Fiji on Friday, 10th November 2000.