

AUT Service Charter (the Charter)

Employee Advisory and Resolution Service (EARS)

(AUT and EARS are jointly called "The parties")

BACKGROUND

- A. The University has identified a need to provide its employees with access to confidential, impartial, and informal services that are independent of the University's People & Culture function and management to assist employees in considering their options as to how they might approach issues they have relating to their employment with the University.
- B. The University recognises that it has access to experts in restorative practice and that the University has committed to becoming a restorative university.
- C. The University wishes to access staff with relevant expertise and establish the role of Head of EARS (as appointed and defined in paragraph 17) to establish a service offering independent, impartial, confidential, and informal services to employees of the University.
- D. The purpose of the Charter is to set out the nature of the services to be provided by the EARS and the respective obligations of the University and EARS.
- E. Both Parties have signed this Charter to demonstrate their commitment to providing the services in a clear and transparent manner.

NATURE OF SERVICE CHARTER

- 1) This Charter sets out the terms under which the Head of EARS will establish and provide impartial, confidential, informal employee advisory and resolution services (EARS) for employees of the University to seek to resolve concerns they have relating to or arising out of their employment at a preliminary and informal level.
- 2) This Charter shall commence on 13 September 2022 and expire on 12 September 2025, unless terminated in accordance with its terms.

THE SERVICES

- 3) EARS will operate in accordance with the core principles of the International Ombuds Association (IOA) and shall be:
 - (a) impartial.
 - (b) confidential.
 - (c) informal and
 - (d) independent from the University's Human Resources function and management.
- 4) The Parties agree that these core principles shall inform their actions when dealing with matters relating to the Services.
- 5) There shall be two components to the Services provided:

- a. a contact point for staff to approach in confidence to discuss difficult situations and to seek advice on their options for resolution, both formal and informal (Advisory Services); and
 - b. informal resolution services, including facilitation, mediation, and restorative processes (see paragraph 31 below) (Informal Resolution Services).
- 6) The Service will also provide reasonable assistance to the University to raise awareness and educate staff members regarding EARS.
 - 7) The Head of EARS will be expected to become a member of the IOA and always comply with the IOA Code of Ethics and Standards of Practice when providing the Services.
 - 8) For the avoidance of doubt, no person providing the Services shall have authority to bind, act as agent for or accept notice on behalf of the University, change rules, overturn decisions or force issues to be addressed.

OVERSIGHT

- 9) To maintain its independence from the University's People & Culture function and management, the Head of EARS shall report to the Vice-Chancellor's office on matters relating to EARS.
- 10) The Head of EARS must provide reporting to the Vice-Chancellor's office in accordance with paragraph 33, as well as any additional reporting that is reasonably requested by the Vice-Chancellor's office and subject always to maintaining the confidentiality of EARS visitors.
- 11) The University will establish an EARS oversight committee consisting of:
 - a. An independent external expert (who will be the Chair of the Oversight Committee);
 - b. An internal appointee; and
 - c. A second independent external expert (the External Member).(Together referred to as the Oversight Committee).
- 12) The Oversight Committee shall:
 - a. ensure the delivery of services meets the needs of the AUT community
 - b. upon request, provide guidance on ethical issues identified by the Head of EARS or providers of the Services; and
 - c. generally, act as a guide and mentor to the Head of EARS on the delivery of services
 - d. consider complaints about the EARS process or alleged breaches of the IOA Code of Ethics and Standards of Practice.
 - e. Note: The Oversight Committee does not consider appeals, rehear complaints, or otherwise engage in the operation of the service.
- 13) The Head of EARS must ensure that any reporting to or dealings with the Vice-Chancellor's office or Oversight Committee protects the confidentiality of visitors (meaning any such reporting must be done on an anonymised basis) and complies with this Charter.

- 14) The Chair of the Oversight Committee (The Chair) shall be responsible for, on behalf of the University, maintaining appointments to the Oversight Committee where a member or members for any reason are unable to continue their appointment for the full term of this Charter; and for appointing any alternative suitably qualified external member, who must be agreed between the Chair and the Vice-Chancellor's office.
- 15) The parties acknowledge that it is in the interests of the effective operation of EARS that the Oversight Committee may include staff members of the University who have skills and expertise in the areas of restorative justice and/or other issues that are likely to be relevant and beneficial to the operation of EARS. In no circumstances shall any person who is employed by or engaged in any aspect of human resources at the University sit on the Oversight Committee. Conflict resolution procedures will apply to ensure that the wider role of any such individual at the University shall not conflict with their role on the Oversight Committee.
- 16) The parties acknowledge the potential for actual or perceived conflicts of interest for members of the Oversight Committee. The parties agree:
 - a. that members of the Oversight Committee will be required to declare any potential or perceived conflict of interest as early as possible.
 - b. to comply with any instruction from the other members of the Oversight Committee regarding steps to be taken to manage a declared conflict of interest (potential, actual or perceived); and
 - c. that the other members of the Oversight Committee shall be entitled to act or make decisions on matters within its remit without the involvement of that person where they consider there to be a conflict of interest (whether actual, potential or perceived) and that in those circumstances the Head of EARS may limit which members of the Oversight Committee are contacted (to exclude the potentially conflicted member).

STAFFING

- 17) The Parties agree that the Chair shall ensure that during the term of this Charter, the Services will be provided primarily by the Head of EARS. The Head of EARS shall have responsibility for the day-to-day operations of the Service and ensuring the provision of the Services.
- 18) The Parties agree that Wayne Marriott will be appointed to the role of Head of EARS during the term of this Charter.
- 19) The Head of EARS will ensure service delivery to the service levels set out in paragraph 30.
- 20) The Head of EARS shall establish a panel of suitably qualified practitioners to provide the Services (the Resolution Panel). Appointments to the Resolution Panel must ensure diversity to meet potential gender and skill or other reasonable preferences of university employees who may wish to access the Services.
- 21) Appointments must comply with the University's Contract for Services Policy and ensure that the individual will comply with the core principles of EARS, the IOA Code of Ethics and the terms of this Charter when providing the Services.
- 22) The Head of EARS is responsible for ensuring that EARS has appropriate administrative support to provide the Services in accordance with this Charter.
- 23) The University shall provide any members of the Panel with appropriate training and induction relating to the University's policies and procedures.

FUNDING

24) The University will fund the Services in accordance with Appendix One.

CONFIDENTIALITY AND IMPARTIALITY

25) The intention is that only those people engaged in providing EARS services will be able to access communications and documents relating to university employees who have sought assistance from EARS. This group will include the Head of EARS, Resolution Panel members and EARS administration staff only. EARS will establish a secure email and document management system for this purpose and shall require an EARS IT technician to be identified, who will be subject to the same obligations of confidentiality as other EARS staff.

26) The University agrees that it shall not access or request or permit any person outside of the EARS group to access or disclose any such communications or information unless such disclosure occurs in accordance with paragraph 28 below.

27) All individuals providing the Services will:

- a. comply with the IOA Standards of Practice in maintaining confidentiality; and
- b. if applicable, maintain separation between any other University IT accounts they may have access to, and the systems account for undertaking the Services.

28) The only exceptions to the confidentiality obligation set out in paragraph 25 above will be:

- a. where the EARS participant provides their permission to the disclosure of information; or
- b. where the person providing the services determines there to be imminent risk of serious harm to a person; or
- c. as required by law.

29) The University agrees that it will:

- a. establish a page on the staff intranet setting out the details of EARS.
- b. provide a confidential form on the EARS page for visitors to request the Services.
- c. provide other means of confidentially contacting EARS.
- d. ensure that access to the confidential forms is limited to the Chair, the Head of EARS, the Coordinator, and, where applicable, a member of the Resolution Panel who has been appointed to provide the Services.
- e. make available dedicated IT accounts, a printer, and a phone account for the Services; and issue a letter to any employee of the University who is providing the Services to confirm that: -
 - 1) when providing the services, they are required to take all practicable steps to maintain the confidentiality, impartiality, and independence of EARS.
 - 2) this obligation overrides any conflicting obligation under their employment agreement with the University (such as reporting matters to their line manager).
 - 3) no action will be taken by the University against that employee for any breach of the conflicting obligation in those circumstances.
 - 4) action will be taken against them if they breach EARS confidentiality in any way.

SERVICE LEVELS

- 30) In providing the Services, the university agrees that it will ensure that the Head of EARS and any other provider of the Services will, comply with the following service levels:
- a. any person making an enquiry to EARS (The Visitor) will receive an initial response to any request for Advisory Services within two business days.
 - b. where an Advisory Services enquiry leads to the need for a consultation (which may be face to face, by telephone or video calling), that consultation shall occur within five business days of the initial response, save where the visitor is not available within that timeframe.
 - c. for any further action arising out of the Advisory Services, or where a participant requests Informal Resolution Services, the services must be provided as soon as practicable, and the visitors must be kept updated on any progress or delays.
 - d. any person providing the Services may only discuss a matter raised within EARS with a person outside EARS or their professional supervisor with the informed consent of that participant (unless there is an imminent risk of serious harm or required by law).
 - e. all visitors are to be provided with a questionnaire in the form set out in Appendix One and a confidential means of returning that questionnaire to EARS; and
 - f. if the Head of EARS, or any person providing the services, receives a complaint about EARS, they will inform the Oversight Committee within one business day and comply with any reasonable instruction for the management of that complaint (including any steps necessary to manage any conflict of interest).

INFORMAL RESOLUTION SERVICES

- 31) The Parties acknowledge:
- a. EARS is offering Informal Resolution Services so that it may have an informal, fast option that can focus on restoring relationships.
 - b. any Informal Resolution Services shall be conducted on a confidential and without prejudice basis (unless otherwise agreed by all visitors) and in a manner that ensures the safety of all visitors.
 - c. having this service within EARS allows an option for visitors that may minimise or avoid the need for them to access separate services and/or repeat issues to different providers.
 - d. there may be situations where the person providing the Services may be subject to a conflict of interest, and the Head of EARS or the Chair, as appropriate, will need to manage any such situation appropriately when offering Informal Resolution Services.
 - e. as Informal Resolution Services are voluntary processes that involve more than one person, the person providing the Services must obtain the informed consent of all visitors before proceeding, including obtaining the requesting participant's consent to any exceptions to confidentiality necessary to contact any other person requesting Informal Resolution Services and

- f. in any situation where the Informal Resolution Services require the involvement of a person acting on behalf of the University (including but not limited to a manager in their capacity as a manager or a member of the Human Resources team), the person providing the Services must, following obtaining consent from the visitor:
 - I. if the other person is a staff member, notify and seek approval from the Group Director, People & Culture (or their nominee) prior to contacting that person; or
 - II. if the other person is a student, notify and seek approval from the Student Interest and Conflict Resolution Manager (or their nominee) prior to contacting that person.

LOCATION/ROOMS

- 32) EARS shall be located at the University's City campus and shall have access to book meeting rooms across all University campuses to provide the Services in a manner that is convenient and confidential to any individual staff wishing to access the Services.

REPORTING

- 33) During the term of this Charter, the Head of EARS shall provide the Vice-Chancellor's office with reporting at the end of each quarter. Such reporting must include the following information, subject always to maintaining the confidentiality of the visitors and any adjustments the Head of EARS deems necessary to ensure confidentiality and/or to manage any conflicts of interests (including where a matter relates to the Vice-Chancellor's office or the Chair):
 - a. the number of visitors who have accessed the Services
 - b. Faculty/School/Directorate of visitors
 - c. Case categories
 - d. Issues and observations
 - e. trends, concerns, recommendations (where applicable, being as the University acknowledges that the ability to do so may depend on the number and type of visitors, so such reporting may not be able to be done each quarter); and
 - f. any other information reasonably requested to enable informed decisions.

TERMINATION

- 34) Prior to the expiry of its term, the University may terminate this Charter:
 - a. immediately if the University considers there has been a material breach of the terms of the Charter; or
 - b. by providing the Head of EARS with one month's notice in writing.
- 35) If, during the term, the Head of EARS does not consider they can fulfil their obligations under the Charter, they must immediately notify the Oversight Committee.

- 36) Following termination of this Charter taking effect (whether at its expiry or for any other reason):
- a. the Head of EARS will immediately cease providing further Services; and
 - b. the University shall not be obliged to provide any further funding to the cost code for the Chair for these Services: and
 - c. the Head of EARS will provide to the University any intellectual property which is owned by the University in accordance with paragraph 41 relating to the Services, subject always to maintaining the confidentiality of the visitors.
- 37) Termination of this Charter will not automatically terminate the employment relationship between the University and the Head of EARS or the employment relationship or any contract with any other person providing the Services.

STATUS

- 38) This Charter does not create a new employment relationship or additional contract of service between the University and the Head of EARS or any person providing the Services.
- 39) The University shall continue to manage any existing employment or contracting relationship with any such person outside of this Charter.
- 40) If the employment or contract between a person providing the Services and the University is terminated, the Head of EARS may not continue to employ or engage that person for the Services without the prior written consent of the University.

INTELLECTUAL PROPERTY

- 41) For the avoidance of doubt, the Parties acknowledge the University shall have full legal and beneficial ownership of any intellectual property rights related to the Services that are developed, commissioned, or created by the Head of EARS or any person providing the Services. In this Charter, intellectual property rights shall include, but not be limited to rights shall in mean any and all intellectual and industrial property rights throughout the world, whether subsisting now or in the future, including, without limitation, all rights conferred under statute, by common law and in equity in, and in relation to, inventions, patents, designs, trademarks, trade names, logos, confidential information, and copyright (including, without limitation, future copyright), and any application or right to apply for registration of any of those rights.

COMPLAINTS AND DISPUTES

- 42) Owing to the nature of the services provided, only complaints about alleged breaches of the IOA Code of Ethics and Standards of Practice may be raised with the Oversight Committee.
- 43) Where a complaint relates to a provider of the Services who is an employee of the University, the Oversight Committee shall notify the Group Director, People & Culture and discuss how that complaint will be addressed in accordance with this Charter and University policies applicable to employees. In doing so, the Oversight Committee must maintain the confidentiality of the participant unless the participant has given their permission to be identified as part of the complaints process.

44) If the University has a concern relating to the Services, it will, where possible, raise this concern with the Head of EARS or the Chair as appropriate and seek to reach a resolution directly.

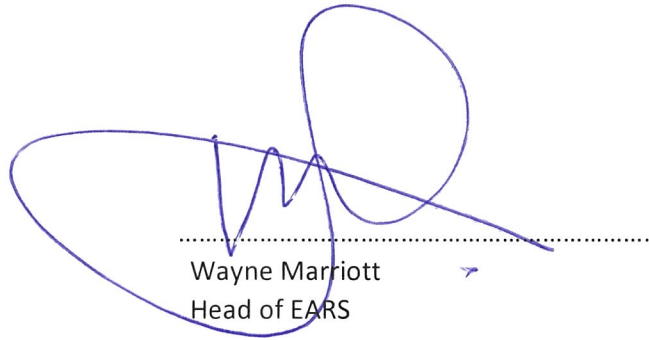
VARIATION

45) This Charter may only be amended by agreement in writing signed by the authorised representatives of both Parties.

Signed by:



.....
Damon Salesa
Vice Chancellor on behalf of AUT



.....
Wayne Marriott
Head of EARS

Date:

Appendix One

1. During the term of this Charter, the University shall allocate sufficient funding to the EARS cost centre to fund the establishment and operation of the Services (as set out in paragraphs 5, 6 & 7).
2. When a participant requests Informal Resolution Services as per paragraph 5(b), and the Head of EARS considers it appropriate to engage another person (not an employee of AUT) to provide those services, the Head of EARS may charge additional fees at rates agreed in writing in advance with the University.
3. The Head of the Vice Chancellor's Office shall provide a summary report of costs of service delivery to the Vice Chancellor monthly. The monthly summary report must:
 - a. Identify charges for Informal Resolution Services.
 - b. For any charges relating to Informal Resolution Services:
 - i. state the person who provided the Informal Resolution Services; the hours and charges under paragraph 3 of this Appendix One.
 - ii. not include any information which may identify the visitors.
4. All procurement of services is to comply with the University's policy and processes.

Participant Survey

EARS provides confidential, impartial, informal, and independent assistance for staff in resolving University related problems and conflicts. For us to evaluate the effectiveness of EARS we need your help.

Please take a few minutes to complete the following questionnaire and return it to the Chair's administrator at [insert details]. All responses will be confidential, and you do not need to include any details if you do not wish to or think they may cause you to be identified. For confidentiality reasons, please do not email this questionnaire from any email account that identifies you. Please use the confidential return method identified above.

Please confirm:

- EARS provider you dealt with (if more than one, please complete a survey for each provider)
- Faculty or department
- Type of staff member (Academic/Professional)
- Gender
- Ethnicity

We collect this information for the purpose of monitoring the areas/types of staff members within the University community that have accessed EARS so that we can make improvements to the service.

Please respond to the statements below by circling the appropriate response.

(1) Strongly Disagree (2) Disagree (3) Neutral (4) Agree (5) Strongly Agree (NA) Not applicable

	1	2	3	4	5	N/A
The EARS practitioner I dealt with was polite and respectful to me						
The EARS practitioner provided clear answers to my questions						
The person I dealt with explained the role of EARS clearly						
I was able to meet or speak with an EARS practitioner within a reasonable period of time						
The EARS practitioner provided accurate information						
The EARS practitioner returned my phone calls in a timely manner						
The EARS practitioner kept to what we agreed						
The EARS practitioner was knowledgeable regarding relevant University policies and procedures						
The EARS practitioner helped me identify and evaluate the options to address my concerns						
I trust the EARS practitioner to maintain confidentiality						
The EARS practitioner was neutral throughout our conversations,						
I feel that the EARS practitioner did all they could to facilitate a fair process for the resolution of my dispute, conflict, or complaint						
I would seek the assistance of EARS if I experienced another issue						
I would refer others to EARS for help in resolving disputes, conflicts or complaints						
I am satisfied with the outcome of the help from EARS						
EARS helped me resolve my problem or conflict						

What services if any would have been more helpful?

Any other comments? Use separate page if necessary.