



**UNIVERSITY OF OTAGO**  
**ACADEMIC STAFF**  
**INDIVIDUAL EMPLOYMENT AGREEMENT**

1 July 2022 – 30 June 2024

## Table of Contents

1. GENERAL.....	1
a. Parties.....	1
b. Coverage.....	1
c. Definitions .....	2
2. RESEARCH FUNDED PERMANENT STAFF.....	2
3. POLICIES AND PROCEDURES.....	2
4. TERMINATION OF EMPLOYMENT.....	2
5. MANAGEMENT OF CHANGE.....	3
6. CONTINUITY OF EMPLOYMENT .....	3
7. RETIREMENT .....	4
8. RECOGNITION OF PREVIOUS SERVICE.....	4
9. HOURS OF WORK .....	5
10. FLEXIBLE WORKING .....	5
11. REMUNERATION.....	6
a. Salary Scale.....	6
b. Progression.....	9
c. Promotion.....	10
d. Joint Clinical Salaries: .....	10
e. Variable Supplementary Payments.....	11
f. Te Reo/Tikanga Allowance .....	11
g. Professional Fees and Registrations.....	11
h. Registration Requirements (Medical and Dental Only) .....	11
i. Reimbursement of Work Related Expenses (Medical and Dental Only).....	11
j. Reimbursement of Work-Related Expenses (Joint Clinical appointments only).....	12
12. SUPERANNUATION.....	12
13. LEAVE.....	13
a. Public Holidays .....	13
b. Annual Leave .....	13
c. Sick Leave .....	14
d. Parental Leave.....	15
e. Bereavement/Tangihanga Leave.....	15
f. Leave for Māori Land Court and Waitangi Tribunal Hearings.....	15
g. Research and Study Leave Policy .....	16
h. Continuing Medical Education (Joint Clinical Staff Only) .....	16
i. Locums (Joint Clinical Only).....	16
j. Professional Development Leave (Senior / Teaching Fellows / Professional Practice Fellows only).....	16
k. Domestic Violence Leave.....	17
l. Attendance at Registration Boards (Joint Clinical Appointments only) .....	17
m. Leave to Attend Meetings of Statutory Boards (Joint Clinical Appointments only).....	17
14. ACADEMIC WORKLOAD.....	17
15. SAFETY IN HOURS OF DARKNESS.....	17
16. EMPLOYMENT RELATIONSHIP PROBLEM RESOLUTION PROCESS .....	18
17. PERSONAL GRIEVANCE .....	18
18. DISPUTES PROCEDURE .....	18
19. VARIATIONS TO AGREEMENT.....	18
20. JOB SHARING .....	18
21. MISCELLANEOUS TRANSPORT PROVISIONS (JOINT CLINICAL APPOINTMENTS ONLY).....	18
22. PROTECTIVE CLOTHING (JOINT CLINICAL AND MEDICAL/DENTAL APPOINTMENTS ONLY) .....	19

23. PROFESSIONAL MATTERS (JOINT CINICAL APPOINTMENTS ONLY)..... 19

- a. Conduct .....19
- b. Confidentiality .....19

24. ACADEMIC FREEDOM ..... 20

25. TERM OF THE AGREEMENT ..... 20

APPENDIX A: MANAGEMENT OF CHANGE..... 21

APPENDIX B: POSTDOCTORAL FELLOW TERMS AND CONDITIONS ..... 29

APPENDIX C - EMPLOYMENT RELATIONSHIP PROBLEM RESOLUTION PROCESS ..... 35

- 1. Employment Relationship Problems .....35
- 2. Raising the problem .....35
- 3. Representation .....35
- 4. Mediation Services .....35
- 5. Employment Relations Authority .....35
- 6. Personal Grievances .....35
- 7. University of Otago Ethical Behaviour Policy .....35
- 8. Human Rights Commission Procedures .....36

**UNIVERSITY OF OTAGO**  
**Te Whāre Wananga o Otāgo**  
**INDIVIDUAL EMPLOYMENT AGREEMENT**  
**FOR ACADEMIC STAFF**

**1. GENERAL**

**a. Parties**

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

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

**b. Coverage**

- i. This is an individual Employment Agreement (IEA)
- ii. This agreement shall apply to all academic staff who have one of the following titles: Professor; Associate Professor; Senior Lecturer; Lecturer; Joint Clinical Staff Professorial Research Fellow; Research Professor; Research Associate Professor; Senior Research Fellow; Senior Professional Practice Fellow; Research Fellow; Assistant Research Fellow; Professional Practice Fellow; Teacher Education Fellow; Senior Teaching Fellow, Teaching Fellow and Post-Doctoral Fellows(for Post-Doctoral Fellow terms and conditions see Appendix C).
- iii. Notwithstanding 1.b.i. the following staff are specifically excluded from coverage:
  - a) any employee with one of the above titles in 1.b.i. who is appointed as a Dean; Pro-Vice-Chancellor or Deputy Vice-Chancellor for the duration of that appointment,
  - b) All casual staff being defined below as:

Persons employed on an on-call and as required basis without any commitment from either party to ongoing employment. This includes staff engaged for one-off situations. They do not have predetermined hours of work and work arrangements are made on an hourly, daily or weekly basis as the employer’s needs arise.

**c. Definitions**

In this agreement the following definitions will apply:

"University" means the University of Otago.

"Employer" means the Vice-Chancellor of the University of Otago.

"DHB" replaced by HNZ (Te Whatu Ora - Health New Zealand) that replaced the regional District Health Board specified in your letter of appointment.

"Medical Specialist" means any medical practitioner who is vocationally registered by the Medical Council under the Health Practitioners Competence Assurance Act 2003 in one of the approved branches of medicine and who is employed in either that branch of medicine or in a similar capacity with minimal oversight."

**2. RESEARCH FUNDED PERMANENT STAFF**

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

**3. POLICIES AND PROCEDURES**

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

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

The employer may, from time to time, vary the provisions of any Human Resources policy or may issue new policies or procedures. In that event the provisions of the Policy Drafting, Review and Approval Guidelines will apply.

**4. TERMINATION OF EMPLOYMENT**

Termination of employment shall be in accordance with the following:

- a. The employment of any employee whose appointment has been confirmed may be terminated by either party upon 6 months' notice. A confirmed appointment shall be considered permanent subject to satisfactory performance until the employee's normal retirement date unless the employer finds it necessary to terminate the appointment for reasonable cause.
- b. The notice period for staff employed in the research funded category is one month.

- c. The employment of any other employee (excluding an employee on a fixed-term agreement) shall be terminated by either party upon 3 months' notice.
- d. Where a fixed-term agreement expires, notice shall be deemed to have been given at the time the agreement of employment was entered into. Notwithstanding this, either party may terminate the employment at a date earlier than the expiry of the fixed-term agreement for which the notice period shall be one month.

In the case of staff on fixed-term agreements nothing in this agreement shall be read to create an expectation of continued employment beyond the expiry of the staff member's fixed-term.

- e. The above periods of notice may be varied by mutual agreement.
- f. Notwithstanding the above provisions, the employer shall be entitled to terminate any employee's employment at any time and without notice or with reduced notice in the event of serious misconduct by the employee. The employer reserves the right, to suspend on full pay any employee involved in a disciplinary procedure where the employer considers suspension to be in the best interests of any of those involved.

**Joint Clinical appointments only:**

- g. Where a fixed term agreement expires, notice shall be deemed to have been given at the time the employment agreement was entered into. 3-months notice will be required if either party wishes to terminate the agreement prior to the end of the fixed term.
- h. Further an employee may be required by the employer to relinquish employment based on the certificates of two medical practitioners nominated by the employer certifying that the employee is no longer capable of undertaking the full duties of that employee's position. The employer will only take such action when paid sick leave has been exhausted and redeployment possibilities investigated. The employer will meet the costs of said medical examinations.

**5. MANAGEMENT OF CHANGE**

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

**6. CONTINUITY OF EMPLOYMENT**

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

## 7. RETIREMENT

- a. The employer will approve a request to retire from an employee where that employee is clearly at the end of their career and is withdrawing permanently from substantial paid employment. Approval may be given in other circumstances by mutual agreement including retirement on medical grounds.
- b. Retirement Gratuity

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

<u>i. Service</u>	<u>Gratuity Equivalent to</u>
ii. After 10 years' service	3 months' salary
iii. After 14 years' service	4 months' salary
iv. After 17 years' service	5 months' salary
v. After 20 years' service	6 months' salary

### **Joint Clinical appointments only**

- c. Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate if the employee dies before retirement or dies after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.
- d. The calculation of a gratuity shall be in accordance with the relative proportion of time spent working for the University and the DHB applied to the appropriate University scale of gratuity (for the academic proportion of the position), and, if applicable, the DHB scale of retiring gratuity for the clinical proportion of the position. Where the DHB has not agreed to the payment of a gratuity for the clinical component of the position, the gratuity will be based solely on the University component of their salary.
- e. No employee shall be entitled to a retiring gratuity of greater than six months' salary.

## 8. RECOGNITION OF PREVIOUS SERVICE

For the purpose of calculating sick leave entitlements, the University will recognise previous service with the University of Otago or the Dunedin College of Education subject to production of a certificate of service or other evidence.

- a. The University may give credit for service with another New Zealand University or District Health Board (in the case of Joint Clinical Appointments) for calculating entitlements.
- b. Recognition of service will not be given when the employee has previously retired or received redundancy compensation from the University of Otago.

## **9. HOURS OF WORK**

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

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

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

Staff are entitled to request flexible working arrangements as outlined in university policy and legislation.

## **10. FLEXIBLE WORKING**

There is a fundamental expectation that all staff will routinely be at work on campus so they are available to assist students, so that students can see the University as a place of active scholarship, and so that staff can benefit from each other and contribute constructively to their department's culture and activities.

The University encourages managers to be flexible when considering applications to work from home. Heads of Department and Managers may approve staff working away from campus where this is of benefit to the department and / or the individual.

Applications to work from home may be made by any staff member where the nature of at least some of their work means it can be completed effectively from home.

- a. Requests may be made for either blocks of time related to specific projects or for regular, specified periods of time.
- b. The work to be carried out from home must be specified at the time the request is made.
- c. Staff members working from home must be available to attend to work during the ordinary hours of work and to undertake any on-campus activities required.
- d. The department, where possible, will make equipment available to work from home.
- e. Applications will be considered in accordance with the University's Flexible Working Arrangements Policy.

This does not apply to staff who routinely work off campus, such as clinicians.



## 11. REMUNERATION

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

### a. Salary Scale

The following salary scale shall apply to non-medical or dental employees covered by this Individual Employment Agreement.

Position Title		1/07/2022	1/07/2023
<b>Assistant Research Fellows</b>	ARF01	54,591	58,341
	ARF02	57,124	60,874
	ARF03	59,248	62,998
	ARF04	61,966	65,716
	ARF05	63,326	67,076
	ARF06	66,044	69,794
<b>Assistant Research Fellows above the bar</b>	Bar		
	ARF07	66,942	70,692
	ARF08	69,420	73,170
	ARF09	72,306	76,056
<b>Teaching Fellows/Professional Practice Fellows Band 1</b>	ARF10	74,781	78,531
	TFP1 01	66,942	70,692
	TFP1 02	69,740	73,490
	TFP1 03	72,538	76,288
	TFP1 04	75,345	79,095
<b>Teaching Fellows/Professional Practice Fellows Band 2</b>	TFP1 05	78,258	82,008
	TFP2 01	81,773	85,523
	TFP2 02	85,286	89,036
	TFP2 03	87,152	90,902
	TFP2 04	89,731	93,481
<b>Senior Teaching Fellows/Senior Professional Practice Fellows Band 3</b>	TFP2 05	92,308	96,058
	TPF3 01	94,890	98,640
	TPF3 02	97,467	101,217
	TPF3 03	100,054	103,804
<b>Senior Teaching Fellows/Senior Professional Practice Fellows Band 4</b>	TPF3 04	103,550	107,300
	TPF4 01	108,733	112,483
	TPF4 02	110,896	114,646
	TPF4 03	114,312	118,062
	TPF4 04	117,727	121,477
	TPF4 05	121,140	124,890
<b>Teacher Education Fellows</b>	TPF4 06	124,555	128,305
	TEF1 01	87,152	90,902
	TEF1 02	89,731	93,481
	TEF1 03	92,308	96,058

	TEF1 04	94,890	98,640
	TEF1 05	97,467	101,217
	TEF1 06	100,053	103,803
	TEF1 07	103,550	107,300
	TEF2 01	108,733	112,483
	TEF2 02	110,896	114,646
	TEF2 03	114,312	118,062
	TEF2 04	117,727	121,477
	TEF2 05	121,140	124,890
	TEF2 06	124,555	128,305
<b>Lecturers/Research Fellows/Scientific Officers</b>	LL01	87,152	90,902
	LL02	89,731	93,481
	LL03	92,308	96,058
	LL04	94,890	98,640
	LL05	97,467	101,217
	LL06	100,054	103,804
	LL07	103,550	107,300
<b>Senior Lecturers/Senior Research Fellows</b>	SL01	108,732	112,482
	SL02	110,896	114,646
	SL03	114,312	118,062
	SL04	117,727	121,477
	SL05	121,140	124,890
	SL06	124,555	128,305
	SLR	127,395	131,145
<b>Senior Lecturers/Senior Research Fellows above the bar</b>			
	RANGE	134,432	138,182
<b>Associate Professors/Research Associate Professors</b>	AP min	139,921	143,671
	RANGE	153,581	157,331
<b>Professors/Research Professors</b>	PF min	160,101	163,851
	PF09	193,805	197,555

The following salary scale shall apply to medical or dental employees covered by this Individual Employment Agreement.

<b>Position Title</b>		<b>1/07/2022</b>	<b>1/07/2023</b>
<b>Teaching Fellows/Professional Practice Fellows Band 1</b>	TFPM1 01	71,481	75,231
	TFPM1 02	76,457	80,207
	TFPM1 03	81,574	85,324
	TFPM1 04	86,699	90,449
<b>Teaching Fellows/Professional Practice Fellows Band 2</b>	TFPM2 01	88,278	92,028
	TFPM2 02	91,690	95,440
	TFPM2 03	95,107	98,857
<b>Senior Teaching Fellows/Senior Professional Practice Fellows Band 3</b>	TFPM3 01	98,520	102,270
	TFPM3 02	101,933	105,683
	TFPM3 03	105,350	109,100
	TFPM3 04	108,764	112,514
<b>Senior Teaching Fellows/Senior Professional Practice Fellows Band 4</b>	TFPM4 01	134,796	138,546
	TFPM4 02	139,919	143,669
	TFPM4 03	146,747	150,497
	TFPM4 04	153,579	157,329
	TFPM4 05	160,407	164,157
	TFPM4 06	168,943	172,693
<b>Lecturers/Research Fellows</b>	LLMD01	88,278	92,028
	LLMD02	91,690	95,440
	LLMD03	95,108	98,858
	LLMD04	98,520	102,270
	LLMD05	101,934	105,684
	LLMD06	105,350	109,100
	LLMD07	108,764	112,514
<b>Senior Lecturers/Senior Research Fellows</b>	SLMD01	134,798	138,548
	SLMD02	139,920	143,670
	SLMD03	146,747	150,497
	SLMD04	153,579	157,329
	SLMD05	160,407	164,157
	SLMD06	168,943	172,693
<b>SL/SRF above the bar</b>	SLRMD01	175,774	179,524
<b>Associate Professors/Research Associate Professors</b>	APMD01	179,188	182,938
	APMD02	182,600	186,350
	APMD03	186,017	189,767
	APMD04	189,431	193,181
	APMD05	194,552	198,302
<b>Professors/Research Professors</b>	PFMD01	196,262	200,012
	PFMD02	199,674	203,424
	PFMD03	203,089	206,839

	PFMD04	206,503	210,253
	PFMD05	209,918	213,668
	PFMD06	213,334	217,084
	PFMD07	217,557	221,307

**b. Progression**

- i. A standard progression is a one-step movement on a salary scale.
- ii. Progression, subject to satisfactory performance, applies to:
  - Assistant Research Fellows progress to step 2 through to step 6;
  - Assistant Research Fellows beyond the bar progress to step 8 through to step 10;
  - Teaching Fellows/Professional Practice Fellows within Band 1 and Band 2 progress one step through to the top of the band;\*
  - Lecturers progress to step 2 through to step 7;
  - Research Fellows progress to step 2 through to step 7;
  - Senior Teaching Fellows/Senior Professional Practice Fellows within Band 3 and Band 4 progress one step until the top of the band;\*
  - Scientific Officers progress to step 2 through to step 7;
  - Teacher Education Fellows within TEF1 progress to step 2 and through to step 7.

\*Progression takes effect on 1 February 2023 for Senior PPFs, Senior Teaching Fellows, and Teaching Fellows currently on step TF04.

- iii. For staff appointed on or before 1 September in any year, their first annual progression will apply from 1 February of the very next year whilst for those appointed between 2 September and 31 January, their first annual progression will apply from 1 February of the following year. Progression thereafter will apply annually on 1 February.
- iv. Progression within a salary scale is determined by the employer in accordance with the published policies and applies to:
  - Lecturers and Research Fellows on the lecturer salary scale;
  - Senior Lecturers and Senior Research Fellows on the senior lecturer salary scale;
  - Teacher Education Fellows within the TEF2 salary scale;
  - Senior Lecturers and Senior Research Fellows beyond the salary bar;
  - Associate Professors, Research Associate Professors, Professorial Research Fellows and Clinical Associate Professors on the Associate Professorial salary scale;
  - Professors, Research Professors and Clinical Professors on the Professorial salary scale.

### **c. Promotion**

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

1. Teaching Fellow, Band 1 to Teaching Fellow, Band 2, or Senior Teaching Fellow Band 3, or Senior Teaching Fellow Band 4; and
2. Professional Practice Fellow Band 1 to Professional Practice Fellow Band 2, or Senior Professional Practice Fellow Band 3, or Senior Professional Practice Fellow Band 4; and
3. Teacher Education Fellow (1) to Teacher Education Fellow (2); and
4. Assistant Research Fellow to Assistant Research Fellow beyond the bar, or to Research Fellow, or to Senior Research Fellow, or Senior Research Fellow beyond the bar, or to Research Associate Professor or Research Professor; and
5. Assistant Research Fellow beyond the bar to Research Fellow, or to Research Fellow, or to Senior Research Fellow, or Senior Research Fellow beyond the bar, or to Research Associate Professor or Research Professor; and
6. Research Fellow to Senior Research Fellow, or to Senior Research Fellow beyond the bar, or to Research Associate Professor; or to Research Professor; and
7. Senior Research Fellow to Senior Research Fellow beyond the bar, or to Research Associate Professor; or to Research Professor; and
8. Senior Research Fellow beyond the bar to Research Associate Professor; or to Research Professor; and
9. Research Associate Professor to Research Professor; and
10. Lecturer to Senior Lecturer; or to Senior Lecturer beyond the bar, or to Associate Professor, or to Professor; and
11. Senior Lecturer to Senior Lecturer beyond the bar, or to Associate Professor, or to Professor; and
12. Senior Lecturer beyond the bar to Associate Professor, or to Professor; and
13. Associate Professor to Professor; and
14. Additional increments within the Lecturer, Senior Lecturer and Teacher Education Fellow scales; and

### **d. Joint Clinical Salaries:**

- i. The employee's salary shall recognise two components, being the University academic component and the DHB clinical components of the position.
- ii. Assessment of the University academic component will be based on the employee's placement on the University's medical / dental salary scale. The salary for the purpose of this component will be determined by the employer.
- iii. Assessment of the DHB clinical component will be based on the employee's placement in the DHB's salary scale for Medical Specialists. The salary for the purpose of this component will be determined by the employer after consultation with the DHB. The calculation of the DHB clinical component shall be assessed using the same criteria as for a Medical Specialist employed by the DHB.

- iv. The total salary shall be reviewed at least annually and as part of any review for the salaries of University academic staff or DHB Medical Specialists. Any increase resulting from such a review will be reflected in the total salary paid.
- v. Movement in salary shall occur as a result of movement in the rates paid for one or both of the components, automatic progression up the scale where applicable or by promotion within the scale applying to one or both components, or by a change in the academic or clinical requirements of the employee after negotiation or a combination of these factors.

**e. Variable Supplementary Payments**

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

**f. Te Reo/Tikanga Allowance**

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

**g. Professional Fees and Registrations**

Professional fees and fees associated with membership of a professional organisation will be paid by the employer where it is agreed such fees are required in order to undertake the duties of the employee's position.

**h. Registration Requirements (Medical and Dental Only)**

Where registration with the Dental or Medical Councils of New Zealand are deemed by the employer to be necessary for the position held, continuation of employment will be conditional upon the employee obtaining and maintaining such registration.

**i. Reimbursement of Work Related Expenses (Medical and Dental Only)**

Where the employee incurs the following expenses in the course of employment the cost shall be reimbursed by the University pro rata the proportion of the full-time spent working for the University.

- a. Annual Practising Certificate
- b. A Professional Indemnity Premium
- c. The payment of membership fees for up to two professional bodies and specialist societies that the employer determines are essential to the appointment.

In exceptional circumstances the payment of more than two memberships may be paid.

**j. Reimbursement of Work-Related Expenses (Joint Clinical appointments only)**

- i. Where the employee's only income from medical practice is derived from that employee's University employment and the employee incurs the following expenses in the course of employment the cost shall be reimbursed by the University and the DHB pro rata the proportion of full-time spent working for each:
- Annual Practising Certificate including disciplinary levies
  - Medical Defence Assurance Fee
  - Specialist Registration Fee (once only)
  - College Membership Fee for one specialist college per year provided that membership of the particular college is essential to the employee's employment.

The employer may reimburse the fees for the two specialist colleges if it is essential to the proper performance of an employee's duties to belong to the colleges of two distinct specialties.

- ii. If the employee earns other regular income from medical practice (including private practice) and earns more than \$20,000 net per annum from such work the employee shall only be reimbursed by the University and DHB for 50% of the expenses referred to in (a) above. The employee is to provide the employer with a formal declaration of private earnings at the time of claiming reimbursement of work related expenses.
- iii. Should the DHB require the employee to participate in a roster for out of hours call work then half the cost of the employee's home telephone rental will be reimbursed on an annual basis.

**12. SUPERANNUATION**

- a. University employees may belong to Unisaver New Zealand in accordance with the provisions of that scheme.
- b. Where the employee is a contributor to the Government Superannuation Fund the University will continue to make contributions to the Fund except where this is discretionary in which event the employer may make contributions. Members of the Fund are bound by the provisions of that Scheme.

**Joint Clinical appointments only:**

- c. Where the employee contributes to the UniSaver New Zealand Scheme and the

DHB has not agreed to fund the employer contribution for the clinical component of the position, the employer's contribution will be based solely on the University component of their salary.

### **13. LEAVE**

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

#### **a. Public Holidays**

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

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

Full-time staff whose specified hours of work are not Monday to Friday will receive the same number of public holidays as other staff. In the event of a public holiday falling on a day the full-time staff member does not normally work, the staff member will be entitled to a paid holiday to be taken on any other day agreed between the parties.

#### **b. Annual Leave**

All employees are entitled to 5 weeks of annual leave in addition to public holidays. This entitlement includes the last working day before Christmas that may be defined as being an annual leave day. Annual leave shall be taken, with the prior approval of the employer, at a time that will not interfere with the proper performance of the employee's duties. If an employee has an accrued annual leave entitlement greater than 10 days on 30 November each year, the employee will take annual leave from the first normal working day following 1 January in the following year for a period sufficient to reduce the carry forward balance to a maximum of 10 days, unless the employer expressly agrees otherwise in writing.



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

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

There will be an annual closedown period between Christmas and New Year each year during which time staff will take annual leave. The anniversary date from which annual leave entitlements are calculated will be 1 December each year. **The closedown does not apply to Joint Clinical Appointments.**

Joint Clinical Staff are entitled to 5.4 weeks of annual leave.

**c. Sick Leave**

- i. Employees, except for those on a fixed-term of 6 months or less, are entitled to Sick Leave on pay as set out in clause 13.c.iii, or Sick Leave without pay may be granted on production of a medical certificate.
- ii. All sick leave is to be computed on working days only.
- iii. Employees will receive 10 days sick leave on appointment and a further 10 days for each 12 months of service after, with a maximum accumulation of 260 days.
- iv. This leave is inclusive of the provisions of the Holidays Act 2003.
- v. The employer may require an employee to undergo an examination by a registered medical practitioner of the employer's choice where it is considered that the employee's performance may be impaired by a possible medical condition. Should the employee be found to be unfit to perform their full duties they may be placed on sick leave (with or without pay) until cleared to return to full duties. The cost of the medical examination will be met by the employer.
- vi. If an employee is absent on sick leave for less than a whole day, such leave is to be recorded on an hourly basis in the staff web kiosk in whole hours. Absences of less than two hours do not need to be recorded. Where sick leave is used for medical appointments prior approval must be obtained. Approval will not be unreasonably withheld.
- vii. The employee should notify absence due to sickness to their supervisor whenever possible within 30 minutes of normal starting time. A medical certificate will be required for all absences in excess of five consecutive days and may be required for absences of shorter periods. If information is received which indicates that the sick leave entitlement is being misused, the employer may take such action as is necessary to clarify the matter.
- viii. When sickness occurs during annual leave the employer will permit the period of sickness to be debited against the sick leave entitlement provided a medical certificate is produced.

- ix. In special cases, employees may be allowed to anticipate sick leave becoming due on completion of a further period of service provided that at least five days sick leave is retained for each year of service for which sick leave has been anticipated. All approvals are subject to the proviso that the necessary adjustments to final pay are to be made if employees resign before the next entitlement falls due.
- x. These sick leave provisions apply equally when the employee is unable to attend work due to their illness and when the employee is required to attend to the ill health of a person dependent on them.
- xi. All employees will submit their leave requests via the staff web kiosk leave approval system.

**d. Parental Leave**

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

**e. Bereavement/Tangihanga Leave**

- i. An employee shall be granted special bereavement/tangihanga leave on full pay to discharge their obligation and/or to pay their respects to a deceased person with whom they have had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a tangihanga (or its equivalent). This shall include leave to attend unveilings/hura kohatu, memorial services/kawe mate and maumaharatanga.
- ii. In granting time off therefore, and for how long, 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;
  - e) 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.
- iii. If paid special bereavement/tangihanga leave is not considered to be appropriate, then annual leave or leave without pay may be granted by the employer.
- iv. Following pregnancy loss, the same leave entitlement shall apply as set out in clauses 13.e.i-iii (above).

**f. Leave for Māori Land Court and Waitangi Tribunal Hearings**

Where a staff member is required as a witness, to lend expertise or to present a case on behalf of their iwi, to attend the Māori Land Court, Waitangi Tribunal hearings or claimant negotiations concerning land issues of their iwi, then they shall be entitled, subject to departmental convenience, to paid leave of up to 10 days per year. An application outlining the basis on which this leave is sought is required.

**g. Research and Study Leave Policy**

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

**h. Continuing Medical Education (Joint Clinical Staff Only)**

- i. The employer requires all employees to be fully informed and where possible practised in developments within their specialty and profession. To facilitate this each employee will be entitled to paid leave for 10 working days continuing education annually (including attendance at conferences, professional meetings and visits to specialist and research facilities). Leave may be accumulated for up to two years. Where the employee travels overseas and the flight exceeds six hours a maximum of two days travel time will be allowed.
- ii. The employer shall reimburse an employee's actual and reasonable expenses for approved continuing medical education leave under the following conditions:
  - a. From the date of appointment, the maximum CME entitlement will be \$16,000 (GST exclusive) per annum (pro-rata for part-time employees),
  - b. Individual entitlements will be calculated as follows:
    - i) Firstly, based upon the clinical full-time equivalency (as determined by the relevant DHB) multiplied by the maximum CME entitlement (up to a maximum of \$8000 for Canterbury DHB), plus
    - ii) The University full time equivalency (as agreed by the University) multiplied by \$8000.
    - iii) If these two amounts added together exceed the maximum CME entitlement provided above, the University amount will be reduced accordingly.
  - c. The maximum amount which may be accumulated at any one time shall not exceed two years, inclusive of current entitlement.
  - d. School of Medicine policy will determine the appropriate usage and approval processes for CME funding.

**i. Locums (Joint Clinical Only)**

- i. When the employer and the DHB considers that the needs of the DHB require a locum, then the DHB shall be responsible for the provision of a locum.
- ii. If locum employment is not feasible and satisfactory alternative arrangements cannot be made then compensation shall be paid to affected employees.

**j. Professional Development Leave (Senior / Teaching Fellows / Professional Practice Fellows only)**

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

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

**k. Domestic Violence Leave**

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

**l. Attendance at Registration Boards (Joint Clinical Appointments only)**

The employer shall grant leave subject to DHB agreement on full pay for the employee to attend formal meetings of registration boards including the Medical Council of New Zealand. Any fees received from attendance shall be reimbursed to the employer unless the employee takes annual leave or leave without pay.

**m. Leave to Attend Meetings of Statutory Boards (Joint Clinical Appointments only)**

The employer shall subject to DHB agreement grant leave on full pay to the employee for attending meetings of Boards or Committees convened by the Department of Health or the State Services Commission provided that:

- i. The appointment to the Board or Committee is by ministerial appointment.
- ii. There are no difficulties involved in releasing the employees from their duties including their DHB duties.
- iii. Any remuneration received for the period that paid leave was granted shall be paid to the employer unless the employee takes annual leave or leave without pay.

The employee may, subject to normal approval procedures, choose to take Leave without Pay in which case any fees will be retained by the employee.

**14. ACADEMIC WORKLOAD**

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

**15. SAFETY IN HOURS OF DARKNESS**

Where an employee is required to travel to or from work during the hours of darkness and the employer considers the safety of the employee to be at risk, use of a taxi may be authorised, or other arrangements (excluding monetary payment) made by mutual agreement.

#### **16. EMPLOYMENT RELATIONSHIP PROBLEM RESOLUTION PROCESS**

An explanation of the process and services available for resolution of employment relationship problems is set out in Appendix B.

#### **17. PERSONAL GRIEVANCE**

A Personal Grievance claim of any employee shall be settled in accordance with the procedures prescribed in Parts 9 and 10 of the Employment Relations Act 2000.

#### **18. DISPUTES PROCEDURE**

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

#### **19. VARIATIONS TO AGREEMENT**

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

#### **20. JOB SHARING**

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

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

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

#### **21. MISCELLANEOUS TRANSPORT PROVISIONS (JOINT CLINICAL APPOINTMENTS ONLY)**

The DHB or the University shall reimburse the actual and reasonable costs incurred in the course of authorised duties responsibilities that involve:

- a. Travelling to and from work when called back to work outside their normal hours of duty;
- b. Travelling to workplaces other than the workplace where the employee is usually employed and

- c. Other travel required by the employer as appropriate.

**22. PROTECTIVE CLOTHING (JOINT CLINICAL AND MEDICAL/DENTAL APPOINTMENTS ONLY)**

Suitable clean protective clothing shall be made available by the DHB or the employer as appropriate where the nature of a particular duty or duties would either continuously or intermittently render the employee's personal clothing or uniform liable to excessive soiling or damage or expose the employee's person to injury, infection or excessive discomfort through biological, chemical or physical hazards. Such protective clothing shall remain the property of the DHB or the employer as appropriate and, as such, shall be laundered or otherwise cleaned free of charge.

**23. PROFESSIONAL MATTERS (JOINT CLINICAL APPOINTMENTS ONLY)**

**a. Conduct**

- a. The conduct and behaviour of the employee shall be of the appropriate professional standard for a senior employee with responsibilities as detailed in Schedule 1.
- b. During the currency of this agreement, the employee shall:
  - i. honestly and diligently carry out the duties and responsibilities of the position as set out in the job descriptions attached at Schedule 1 of this agreement;
  - ii. carry out and comply with all lawful and reasonable instructions given by the employer or DHB as appropriate to the duties being performed;
  - iii. shall discharge the agreed hours required.
  - iv. abide by the standards of behaviour normally expected of a senior employee who is carrying out duties for both the University and the DHB as laid down in the Code of Conduct (Schedule 7) in the case of the DHB.
  - v. act in accordance with any lawful and reasonable policies determined by the employer. Any instruction, assignments, or directions may be actioned through policies or through any authorised representative of the employer or in respect to the DHB any authorised representative of the DHB.

**b. Confidentiality**

- a. In addition to professional requirements relating to confidentiality the employee shall meet all statutory obligations prescribed by any Health Sector Code of Practice issued within the terms of Section 46 of the Privacy Act 1993.

- b. The employee shall not in any circumstances divulge confidential University or DHB business to persons not entitled to know.

**24. ACADEMIC FREEDOM**

The provisions of section 161 of the Education Act 1989 and its' subsequent amendments, relating to academic freedom, shall be observed by the parties.

**25. TERM OF THE AGREEMENT**

This agreement shall be deemed to come into force on 1 July 2021 and shall continue in force until 30 June 2022.

## **APPENDIX A: MANAGEMENT OF CHANGE**

### **1. Intent of Provisions**

- a. The parties to the agreement accept:
  - i. that change is necessary and that they have a mutual interest in ensuring an efficient and effective workplace;
  - ii. that all parties to the agreement have an important contribution to make to achieving the necessary changes; and
  - iii. that the employer has the right to manage, organise and make final decisions on the operation and policies of the University.
- b. The parties to this agreement recognise the serious consequences that the loss of employment can have on individual employees and seek to minimise the consequences by means of the following provisions. The principal aim of these provisions will be to place as many surplus staff as possible in alternative positions within the University. All employees who are on parental leave, absent due to illness, study leave, leave without pay or accident compensation are entitled to all of the following provisions.

### **2. Consultation**

- a. The aim of this consultation is to ensure that all parties have an understanding of the objectives of any change before any final decision is taken.
- b. In accordance with the aim of consultation, the employer will consult the affected staff if the employer has a definite proposal which is likely to result in significant changes to either the organisational structure, staffing or work practices affecting employees. Where you are an affected employee, the consultation process shall include the following:
  - The employer providing details of the proposal to affected staff
  - The employer provides information (subject to commercial confidentiality being protected) so that affected staff can form a view.
  - Affected staff are given an opportunity to make submissions.
  - The employer taking due notice of what the affected staff have to say before taking any final decision within the timeframe required by the employer.
  - It is expected that for research funded permanent positions the consultation period will normally be 2 weeks.
- c. At this time, affected staff recommend to the employer any options which the affected staff will consider will achieve the desired changes shall be recommended to the employer at this time. Some options which may be possible recommendations include the following:
  - i. **Managed Attrition / Voluntary Severance**



Within the context of a process of organisational change the employer may operate policies of managed attrition or voluntary severance with the intention of minimising the number of staff affected by the change.

In the case of voluntary severance:

- The employer will call for volunteers to apply for severance from the pool of employees within the affected work area.
- The employer will actively consider all expressions of interest in voluntary severance, but retains the right to accept or decline due to demonstrated operational requirements.
- Should the number of volunteers exceed that required, the employer will select which employees, if any, will be accepted, using criteria.
- Staff accepted for voluntary severance will have their employment terminated in accordance with the redundancy provisions in this agreement.

ii. **Reconfirmation/Redeployment**

- When a surplus staffing situation exists the employer may, either reconfirm the employee in the same or a similar position, or redeploy the employee to a position which is available and for which the employee is suitable.

**(a) Reduction in Hours**

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

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

**(b) Reconfirmation**

Where reconfirmation takes place the following provisions shall apply:

- (i) Where a position is to be transferred into a new structure and where there is only one employee who is a clear candidate for that position and the criteria below are met, then that employee is to be confirmed in the position.
- (ii) The criteria for reconfirmation will be as follows:
  - The new job description is the same (or nearly the same) as what the employee currently does;

- The salary for the new position is the same;
  - The new position has terms and conditions of employment including career prospects which are no less favourable; and
  - The location of the new position is the same urban area.
- (iii) Job descriptions (current and proposed) shall be available to those employees who are to be reconfirmed.
- (iv) An employee may propose reconfirmed where that employee believes their current job is sufficiently similar to the new job. The employer will have the final right to decide whether or not reconfirmation is appropriate on the basis of the similarity of the jobs.
- (v) In situations where there is more than one clearly affected candidate, the employer will consult with the affected staff, and the position may be advertised amongst the affected staff, with appointment made as per normal University appointment procedures.
- (vi) Any proposed reconfirmations will be advised to each affected employee. For those employees who meet the criteria and do not wish to be reconfirmed the only option available will be resignation. No severance payment will be made in these circumstances.

### **(c) Redeployment**

- (i) Following any reconfirmations, if there are suitable vacant positions available, then the employer will notify any affected staff of the existence of the position/s and following an expression of interest will consider appointment of an affected staff member based on their suitability for the position.
- (ii) Available positions are those known at the time of consideration of this option to be currently in existence or approved for, or planned for, in the future.
- (iii) In determining the parameters for redeployment the employer will deal with cases on an individual basis, with a view to placing as many employees as possible by matching individual skills with positions which require similar skills. This exercise may involve individuals undertaking some on-the-job training or attending training courses. Such training needs will be identified prior to the individual being redeployed.
- (iv) Except for staff employed in the research funded category, where an employee accepts redeployment to a new full-time or part-time position at a lower salary in the same location, an

equalisation allowance will be paid for a period of 24 months to preserve the salary of the employee at the rate paid in the old position at the time of redeployment. The employee will not be entitled to any other compensation.

- (v) The salary can be preserved by the employee agreeing to one of the following ways:
  - A lump sum to make up for the loss of basic pay for the 24 months immediately following redeployment. The lump sum will not be abated by any subsequent salary increase; or
  - An on-going allowance for the 24 months immediately following redeployment equivalent to the difference between the present salary (including superannuation) and the new salary. The allowance will not be abated by any subsequent salary increase for the new position during the 24 month period; or
  - When employees who have approval to retire within 5 years are appointed to a position carrying a lower salary, such employees will retain their present grade and salary unabated and their salary will be increased in line with any subsequent salary increases. This difference cannot be cashed up.
- (vi) Where a member who contributes to the Government Superannuation Fund is within 5 years of their approved retirement they may elect to continue contributing at the previous higher salary rate and the University will pay the required employer contribution at that higher salary for up to 5 years.
- (vii) Any employee who declines an offer of redeployment under the above terms, following their expression of interest, will not be entitled to redundancy compensation at the expiry of their period of notice.
- (viii) Within the first six months the employee and the employer may agree that the employee is not suited to the position. Severance will be effective immediately on the agreement being reached and no further notice shall be given nor required. The employee, in these circumstances, shall receive a redundancy payment as per clause 3(d) of this Appendix.

### 3. Surplus Staff

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

#### a. Notice

Affected employees will be given notice of termination. The minimum period of notice will be that required in Section 4, Termination of Employment, of this Agreement except where it is reduced by agreement between the parties. The employer may, at the employer's sole discretion, cash up any period of notice rather than require it to be worked out. Reduction in notice will not be withheld where a surplus staff member obtains employment outside of the University during this period. In this event, severance payment will be made as per the relevant formula in this agreement.

#### b. Job Search

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

#### c. Options

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

##### i. Retraining

Retraining involves a significant career move to another position in the University and some formal retraining. Salary and training expenses would not normally exceed the amount of the full severance payment. Before retraining commences agreement will be reached on the criteria for any bond conditions, if necessary, and for placement in the University (location, job type, salary range etc) where it is considered that the retraining will result in continuation of employment within the University.

ii. Temporary Position

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

iii. Leave With Pay

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

iv. Other Options

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

d. Redundancy

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

<b>Continuous Service with the University (years)</b>	<b>Payment (weeks)</b>
Up to 1	6
1 year and up to 2	8
2 years and up to 3	10
3 years and up to 4	14
4 years and up to 5	18
5 years and up to 6	22
6 years and up to 7	24
7 years and up to 8	26
8 years and up to 9	28
9 years and up to 10	30
10 years and up to 11	32
11 years and up to 12	33
12 years and up to 13	34
13 years and up to 14	35
14 years and up to 15	36
15 years and up to 16	37
16 years and up to 17	38
17 years and up to 18	39
18 years and up to 19	40
19 years and up to 20	41
<b>Continuous Service with the University (years)</b>	<b>Payment (weeks)</b>

20 years and up to 21	42
21 years and up to 22	43
22 years and up to 23	44
23 years or more	45

- ii. Service for the purpose of determining years of continuous service means unbroken full-time or part-time employment that falls within the coverage of the Academic Individual Employment Agreement.
- iii. All redundant employees shall be entitled to cash up outstanding holiday pay.
- iv. Periods of approved leave without pay shall not be considered to break a period of service but will be discounted in calculating the number of years of service. Periods of absence without pay for up to five years for the purposes of childcare (which may include parental leave) and parental leave will not be considered to break a period of service but will be discounted in calculating the number of years of service.
- v. In the case of employees on parental leave the calculations shall be based on the salary rate at the time of taking leave.

#### **4. Transfer of Undertakings**

Where the employer is proposing a restructuring (as defined by section 69L of the Employment Relations Act 2000) that would, if it occurs, involve the transfer to another employer of the work performed by the employee, the employer will negotiate with the other employer (the transferee) about options that may exist for the employee to transfer employment to the transferee. The negotiations will include discussions on the possible terms of employment the transferee may consider offering to the employee.

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

- a) the person or agency acquiring the business being sold or transferred has offered the employee employment in the business being sold or transferred at the same location; and has agreed to treat service with the employer as if it were continuous with that person or agency; and
- b) the conditions of employment being offered to the employee by the person or agency acquiring the business are the same as, or are no less favourable than, the employee's conditions of employment, including the employee's right to bargain collectively and including any service related and redundancy conditions and any conditions relating to superannuation under the employment being terminated; and

- c) the offer of employment by the person or agency acquiring the business is an offer to employ the employee in that business whether in the same capacity as that in which the employee was employed, or in a capacity the employee is willing to accept.

## **APPENDIX B: POSTDOCTORAL FELLOW TERMS AND CONDITIONS**

This section outlines the terms and conditions for Postdoctoral Fellows. The other terms and conditions contained within this agreement do not apply to any Postdoctoral Fellow, unless specifically outlined in this section.

### **1. Background**

Postdoctoral Fellow positions are usually offered only to postgraduate students who have recently completed the requirements for admission to the degree of Doctor of Philosophy or its equivalent.

The Postdoctoral Fellow has a doctoral degree (or equivalent) and is engaged in a temporary and defined period of mentored advanced training to enhance the professional skills and research independence needed to pursue their chosen career path. These positions provide the opportunity for emerging researchers, following the completion of their degree, to gain further experience under the supervision of an established researcher prior to embarking on a fully independent academic career.

### **2. Duties of Position**

During the term of this agreement, the Postdoctoral Fellow will undertake full-time research or scholarship, publish the results of this work, and present to their peers. The Postdoctoral Fellow will discharge these duties to the satisfaction of the staff-member (or members) appointed as their supervisor.

### **3. Times and Place of Work**

Postdoctoral Fellows will work the hours reasonably required to carry out their duties, and will work those hours at the times usually worked by others doing similar work in the same Department or the wider University. If the Postdoctoral Fellow is not employed fulltime then reasonable hours will be based on the proportion for which they were appointed.

### **4. Term of the Agreement**

Postdoctoral Fellow appointments are for a fixed-term specified in the letter of appointment. The Postdoctoral Fellow's employment will end at the specified end date without further notice. Nothing contained or implied in this agreement shall be read to create an expectation of an ongoing employment relationship beyond the end of the specified term.

### **5. Salary**

The full-time equivalent salary for the Postdoctoral Fellows is \$82,460. From the 1 July 2023 the new salary will be \$86,210. .



The University will pay the Postdoctoral Fellow's salary fortnightly by way of direct credit to a bank account.

The University may make deductions from any wages or holiday pay owed to the Postdoctoral Fellow in respect of any overpayment or other debt owed to the University by the Postdoctoral Fellow. The parties intend this clause to act as the written consent described in section 5 of the Wages Protection Act 1983.

## **6. Annual Leave**

Postdoctoral Fellows are entitled to annual leave in accordance with the Holidays Act 2003. If the relevant legislation is amended in any way, the leave provisions of this Agreement will be deemed to be amended accordingly.

Postdoctoral Fellows will become entitled to paid annual leave of five weeks after each 12 months of continuous employment with the University.

Postdoctoral Fellows will submit leave requests via the employee kiosk leave approval system.

Wherever possible Postdoctoral Fellows will take all annual leave to which he or she has become entitled in the subsequent leave year. If untaken annual leave has accumulated to 7.5 or more days by the end of the subsequent leave year, Postdoctoral Fellows will take those accumulated days starting from the first normal working day in January of the following year.

Every year the University closes down between the day before Christmas and New Year (4 days) and Postdoctoral Fellows must take annual leave during that closedown. Payment for that leave will be made in accordance with the provisions of the Holidays Act 2003 which relate to annual close-downs.

If the period of the term of this agreement is sufficient, Postdoctoral Fellows' anniversary date for the calculation of annual leave entitlements will be 1 December.

## **7. Public Holidays**

Postdoctoral Fellow's are entitled to public holidays in accordance with the Holidays Act 2003.

The following days shall be observed as public holidays: New Year's Day, the day after New Year's Day, Waitangi Day, Anzac Day, Good Friday, Easter Monday, Sovereign's Birthday, Matariki, Labour Day, Christmas Day, Boxing Day, and Anniversary Day (local) or day in lieu. The University observes Easter Tuesday in lieu of Anniversary Day in Otago.

The University may ask a Postdoctoral Fellow to work on a public holiday, but he or she will be entitled to decline. If a Postdoctoral Fellow works on a public holiday he or she will be paid the usual rate of pay for the time actually worked plus half as much again.

When a public holiday falls on a day which would usually be a working day for the Postdoctoral Fellow, he or she will be entitled to the day off on pay. If the Postdoctoral Fellow works on that day at the University's request, he or she will be entitled to an alternative paid day off on a day nominated by the Postdoctoral Fellow.

## **8. Sick Leave**

The sick leave provisions apply equally when the employee is sick, or when they are required to attend to the ill health of a person dependent on them.

Employees will receive 10 days sick leave on appointment and a further 10 days for each 12 months of service after, with a maximum accumulation of 260 days.

Part-time employees, who have worked for the employer for six months' current continuous employment, or they have worked for the employer for six months for an average of 10 hours per week, and at least one hour in every week or 40 hours in every month. are entitled to 10 days' sick leave per year.

All sick leave is to be computed on working days only.

Sick Leave without pay may be granted on production of a medical certificate.

This leave is inclusive of the provisions of the Holidays Act 2003.

The employee should notify absence due to sickness to their supervisor whenever possible within 30 minutes of normal starting time. A medical certificate will be required for all absences in excess of five consecutive days and may be required for absences of shorter periods. If information is received which indicates that the sick leave entitlement is being misused, the employer may take such action as is necessary to clarify the matter.

When sickness occurs during annual leave the employer will permit the period of sickness to be debited against the sick leave entitlement provided a medical certificate is produced.

In special cases, employees may be allowed to anticipate sick leave becoming due on completion of a further period of service provided that at least five days sick leave is retained for each year of service for which sick leave has been anticipated. All approvals are subject to the proviso that the necessary adjustments to final pay are to be made if employees resign before the next entitlement falls due.

The employer may require an employee to undergo an examination by a registered medical practitioner of the employer's choice where it is considered that the employee's performance may be impaired by a possible medical condition. Should the employee be found to be unfit to perform their full duties they may be placed on sick leave (with or without pay) until cleared to return to full duties. The cost of the medical examination will be met by the employer.

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

## **9. Bereavement/Tangihanga Leave**

Post Doctoral Fellows shall be granted special bereavement/tangihanga leave on full pay to discharge their obligation and/or to pay their respects to a deceased person with whom they have had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a tangihanga (or its equivalent). This shall include leave to attend unveilings/hura kohatu, memorial services/kawe mate and maumaharatanga.

In granting time off therefore, and for how long, the employer must administer these provisions in a culturally sensitive manner taking into account:

- The closeness of the association between the employee and the deceased, which association need not be a blood relationship;
- Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
- The amount of time needed to discharge properly any responsibilities or obligations;
- Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
- 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.

If paid special bereavement/tangihanga leave is not considered to be appropriate, then annual leave or leave without pay may be granted by the employer.

Following pregnancy loss, the same leave entitlement shall apply as set out in clause 9 (above).

## **10. Domestic Violence Leave**

10 days will be granted in accordance with the University Domestic Violence Policy to an employee who experiences domestic violence.

In order to provide support to employees experiencing domestic violence and to provide a safe work environment to all employees the employer will consider reasonable and practical requests from an employee experiencing domestic violence to changes to work arrangements. These changes may be to hours or pattern of work, contact details, location of work or duties or any other changes which may improve the safety of the employee and/or their co workers.

## **11. Parental Leave**

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

## **12. Health and Safety Obligations**

Both parties will comply with their obligations under the Health and Safety at Work Act 2015. This includes the University taking all practicable steps to provide the Postdoctoral Fellow with a healthy and safe working environment.

Postdoctoral Fellows must comply with all directions and instructions from the Employer regarding health and safety and must also take all practicable steps to avoid undermining their own health and safety or the health and safety of any other person.

Postdoctoral Fellows must become familiar with the University's health and safety policies, and any modifications to those policies which may be introduced from time to time.

## **13. Policies and Procedures**

The provisions of section 161 of the Education 1989 and its' subsequent amendments, relating to academic freedom, shall be observed by the parties.

The University will also take into account its obligation to act as a good employer including following fair employment policies and the principles of natural justice.

All policies, procedures, statutes and regulations relating to University employees together with any amendments published from time to time are binding on the University and the Postdoctoral Fellow, except that the provisions of this Agreement will take precedence in the event of any inconsistency.

## **14. Performance of Duties**

If a Postdoctoral Fellow's appointment is directly linked to or results from the award or provision of any funding from third parties or from internal University funding sources the Postdoctoral Fellow will comply with and meet the expectations of the funding provider.

The University may suspend or terminate this Agreement if it is satisfied that the Postdoctoral Fellow is not diligently pursuing the research or study required by their supervisor or is failing to comply with the expectations of any funding provider.

Postdoctoral Fellows must not accept any additional fellowship, scholarship, or award which will apply during the term of this Agreement except with the permission of the University which will not be unreasonably withheld.

## **15. Employment Relationship Problems**

Appendix C of this agreement will apply to Postdoctoral Fellows.

## **16. Termination of Employment**

Either party may terminate this Agreement by giving one month's notice in writing to the other party. The University may at its option pay salary in lieu of any notice of termination, but the University may also terminate this Agreement without notice for serious misconduct.

## **17. Management of Change**

Appendix A of this agreement will apply to Postdoctoral Fellows.

## **APPENDIX C - EMPLOYMENT RELATIONSHIP PROBLEM RESOLUTION PROCESS**

### **1. Employment Relationship Problems**

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

### **2. Raising the problem**

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

### **3. Representation**

At any stage, you have the right to seek advice and support from a representative. We will work with you and that person to try to resolve the problem. Information may also be sought from the Ministry of Business, Innovation and Employment (MBIE) Employment Mediation Service at any time.

### **4. Mediation Services**

If we are unable to resolve the problem, then either party can contact the Ministry of Business, Innovation and Employment (MBIE) Employment Mediation Service (a government department) for free assistance. The mediator will try to help us resolve the problem, but won't make a decision as to who is right or wrong unless both parties want this.

### **5. Employment Relations Authority**

If the problem is still not resolved to your satisfaction, then you can apply to the Employment Relations Authority to have the problem investigated and a determination made. This decision can be appealed, by either party, to the Employment Court and then to the Court of Appeal.

### **6. Personal Grievances**

If your employment problem is a personal grievance (i.e. unjustified dismissal, unjustifiable disadvantage, discrimination, duress, sexual or racial harassment), then you must raise it within 90 days of the problem actually occurring or coming to your attention for the first time. A personal grievance can only be raised outside of this timeframe with the agreement of the employer, or whether the Employment Relations Authority deems there to be exceptional circumstances.

You should raise any personal grievance with your Head of Department or Section as above. It is preferable that you put your grievance in writing, but this is not compulsory. You may ask your representative to raise the grievance on your behalf.

### **7. University of Otago Ethical Behaviour Policy**

Certain types of employment relationship problems may be able to be dealt with through the University of Otago Ethical Behaviour Policy and Procedures, particularly problems involving the behaviour of another member of the University community. This policy is available on the University website <https://www.otago.ac.nz/administration/policies/>

## **8. Human Rights Commission Procedures**

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