



**UNIVERSITY OF OTAGO - TE WHARE WĀNANGA O OTĀGO**

**AND**



**DENTAL HOUSE SURGEON & SENIOR DENTAL HOUSE SURGEON**

**SINGLE EMPLOYER COLLECTIVE AGREEMENT**

**9 JANUARY 2023 TO 5 JANUARY 2024**

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BETWEEN: The Vice-Chancellor, University of Otago ( 'the employer' )

AND: The New Zealand Resident Doctors Association \_\_\_\_\_ ( 'the union' )

## 1. INTRODUCTION

- a. This agreement is made pursuant to the Employment Relations Act 2000. Either party may propose alterations to or deletions from this agreement at any time and these shall be given serious consideration by the other party. Any changes to this agreement must be in writing and agreed to by both the union and the University.
- b. The duties and functions carried out by the dental house surgeon or senior dental house surgeon and the reporting relationships are set out in the **Dental House Surgeon role description** and the dental house surgeons will be required to carry out these duties and functions, together with such duties as can reasonably be regarded as incidental thereto.
- c. Any of the duties, reporting relationships, or other matters which are specified in the role description may from time to time be altered by the employer following consultation with the union.
- d. The dental house surgeon's duties will usually be carried out at the Dental School or Te Whatu Ora. On occasion the dental house surgeon may be required to work in other locations.

## 2. TERM OF THE AGREEMENT

- a. The term of this agreement is 9 January 2023 to 5 January 2024. Nothing contained or implied in this agreement should be taken to suggest the dental house surgeon's employment will continue beyond the end of the fixed term unless the University offers in writing to extend this agreement or to enter into a new agreement.

## 3. HOURS OF WORK

- a. The hours of work will be as specified in the letter of offer. These will normally be worked during the hours of 8.00 am to 6:00pm, Monday to Friday, with one hour for lunch each day. However the dental house surgeons and senior dental house surgeons shall work such hours at such times as may be reasonably required to carry out the responsibilities of this agreement including being on-call.
- b. The dental house surgeons and senior dental surgeons are entitled to paid rest breaks and unpaid meal breaks based on the number of hours worked. Rest breaks are 10 minutes and meal breaks are 30 minutes. Breaks will be taken at times agreed to by the employer and employee or when the law says breaks must be taken.

## 4. ON-CALL ROSTER

- a. The employee will be required to be on a rotating roster that provides 24-hour, 7-day cover, on an on-call basis. The roster will be decided by their manager. On call duty normally will not



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exceed one week in every three.

- b. The employee will be paid an on-call allowance as specified below.
- c. Should the employee be called to work they will be paid at the normal hourly rate for each hour worked.

## 5. REMUNERATION

- a. Salary is specified in the letter of appointment. It is based on the Dental House Surgery Scale below.

Dental House Surgeon Scale	
Effective 9 January 2023	
Step	Salary
DHSO	66,931.00
SDHSO	71,879.00

- b. Salaries will be paid fortnightly. Deductions may be made from all monies owed or paid including holiday pay; for overpayment; default, by agreement; for sickness or other applicable absence in excess of paid entitlement specified in this agreement; debts owed to the employer or as otherwise provided in this agreement.

## 6. SUPERANNUATION

- a. The employee may be eligible to join UniSaver New Zealand in accordance with the provisions of that Scheme. [www.unisaver.co.nz/forms-and-resources/documents-and-forms/](http://www.unisaver.co.nz/forms-and-resources/documents-and-forms/)
- b. If the employee chooses to join KiwiSaver the University is a KiwiSaver exempt employer it will not enrol the employee automatically for KiwiSaver. [www.kiwisaver.govt.nz](http://www.kiwisaver.govt.nz). If the employee wishes to join either scheme, they are to complete the appropriate application form and return it to Payroll who will start the deductions.

## 7. ALLOWANCES

- a. **On-Call Allowance**  
An on-call allowance of 13% of salary will be paid.
- b. **Travelling on University Business**  
Reimbursement will be made for fair and reasonable expenses as outlined in the relevant University Policy.

## 8. HOLIDAYS AND LEAVE

For the purposes of leave provisions, part-time employees working less than five days per



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week or less than 52 weeks per year receive a pro rata entitlement.

**a. Public Holidays**

- i. 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, Anniversary Day (local) or day in lieu, Christmas Day, Boxing Day.
- ii. The University observes Easter Tuesday in lieu of Anniversary Day in Otago (Otago Campus). In the event of a public holiday falling on a Saturday or a 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.
- iii. The employee will not work on a public holiday unless they are specifically asked to do so. If they do work on a public holiday, they will be paid for the time actually worked at their usual rate of pay plus half that amount again.  
  
If that public holiday falls on a day on which they have usually worked, they will also be provided with a whole paid days leave on an alternative day to be agreed.  
  
If they do not usually work on a public holiday, but are required to work, they will be entitled to time and a half for the time worked, but not an alternative holiday.
- iv. Where the employer requires the employee to be on-call on a public holiday which would otherwise be worked and there are restrictions imposed by the on-call condition on the employee's freedom of action such that they have not had a whole holiday, they shall be entitled to an alternative holiday.
- v. If the employee is on call and required to work on a public holiday, they shall be paid a time and a half for the hours actually worked plus a whole paid alternative holiday.

**b. Annual Leave Entitlement**

- i. The employee is entitled to Annual Leave of five weeks in accordance with the Holidays Act 2003. Use of that leave will be as per the Annual Leave Policy.
- ii. With the employer's written approval, the employee may take annual leave in anticipation of entitlement. The number of days anticipated shall not exceed the amount of accrued leave.
- iii. There will be an annual closedown period between Christmas and New Year each year during which time staff will take annual leave.
- iv. When an employee ceases employment with the employer, the employee shall be paid salary for accrued annual leave and the last day of service shall be the last day of such accrued leave.

**c. Sick Leave**

- i. The employee will receive 10 days of sick leave on appointment and a further 10



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days for each 12 months of service after, with a maximum accumulation of 20 days.

- ii. This leave is inclusive of the provisions of the Holidays Act 2003.
- iii. The employer may require the 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.
- iv. The employee should notify absence due to sickness to the employer's representative whenever possible not less than 30 minutes, and preferably three hours or earlier, before 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.
- v. When sickness occurs during annual leave, the employer will permit the period of sickness to be debited against sick leave entitlement. A medical certificate may be required.
- vi. These sick leave provisions apply equally when the employee is unable to attend work due to their illness and when they are required to attend to the ill health of a person dependent on them.

**d. Parental Leave**

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

**e. Bereavement/Tangihanga Leave**

- i. The employee shall be granted bereavement leave on full pay to discharge their obligations 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).
- ii. In granting time off, and in specifying the duration, the employer will 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.
- iii. Reasonable travelling time will be allowed, but for cases involving overseas travel that may not be the full period of travel.
- iv. A decision will 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.

- v. If paid bereavement leave is not appropriate, then annual leave or leave without pay may be granted, but as a last resort.
- vi. If a bereavement occurs while the employee is absent on annual leave, sick leave on pay, long service leave (except when this is taken after relinquishing office) or other discretionary leave on pay, such leave may be interrupted and bereavement leave granted in terms of the preceding clauses. This provision will not apply if the employee is on leave without pay.
- vii. Following pregnancy loss, the same leave entitlement shall apply as set out in clauses e i-vii above.

**f. Domestic Violence Leave**

- i. Domestic Violence Leave will be granted in accordance with the University Domestic Violence Policy.

**g. Jury Service Leave**

- i. Jury service leave shall be applied in accordance with the University Jury Service policy.

**9. GENERAL PROVISIONS**

**a. Confidentiality**

- i. The employee will maintain professional requirements of confidentiality.
- ii. During the term of employment and at all times thereafter the employee must maintain the confidentiality of the University's business including research information, student and staff information and all other information of a commercially sensitive nature. The employee must not make use of any information or documents to which they have access during your employment at any time except on behalf of the University.

**b. Health and Safety**

- i. The employer shall encourage safe work practices as outlined in the University policies and guidelines.
- ii. Where necessary the employer shall provide suitable protective clothing, footwear, safety spectacles and equipment and instruct the employee in their use.

**c. Policies and Procedures**

- i. Recognising the unique position of the University of Otago as critic and conscience of society as set out in the University Charter and acknowledging the principles of Academic Freedom as set out in the Education Act 1989, the University of Otago



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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.

- ii. All policies, procedures, statutes and regulations relating to employees shall be binding on the employer and the employee. 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 they may issue new ones following genuine consultation with the union. The employer or the union can either view these online at [www.otago.ac.nz/humanresources](http://www.otago.ac.nz/humanresources) or ask their supervisor to provide them.

**d. Māori Strategic Framework**

Both parties recognise the University's commitment to its obligations under the Treaty of Waitangi and the University's Māori Strategic Framework. The University will support and encourage you to develop an understanding of the Articles and Principles of Te Tiriti o Waitangi and to engage fully in the implementation of the strategic goals of the Māori Strategic Framework within the University community. [www.otago.ac.nz/maori/otago/](http://www.otago.ac.nz/maori/otago/)

**e. Pacific Strategic Framework**

Both parties agree to act in a manner consistent with the strategies and goals contained in the University's Pacific Strategic Framework, role-modelling and promoting Pacific values, equity and diversity principles and cultural safety practices.

## 10. ENDING EMPLOYMENT

**a. Notice**

Either party may terminate this Agreement by giving one month's notice in writing to the other, except that the University can terminate this agreement without notice for serious misconduct.

**b. Abandonment of Employment**

When the employee is absent from work for a continuous period of four working days without notification to the employer, they shall be deemed to have abandoned employment unless the employee is able to show that such absence was through no fault of their own.

**c. Leaving employment**

The employee must immediately return any of the University's property and information on or before their final day of employment. This includes, but is not limited to, any hard and soft copy files, confidential information, digital devices, access cards, keys, vehicles and workplace equipment, e.g. tools or PPE. The employee must also stop using passwords and codes for the University's systems.

## 11. EMPLOYMENT RELATIONSHIP PROBLEMS

The University of Otago plain language explanation of the employment relationship resolution process is attached (Appendix A) and forms part of this employment agreement.



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**12. RIGHT TO SEEK ADVICE**

Members are entitled to seek advice from their union at any time and shall be provided a reasonable opportunity to do so.

**ATTESTATION CLAUSE**

The parties have executed IN WITNESS WHEREOF this Agreement on the  
SIGNED BY:

16<sup>th</sup> day of January  
2024



University of Otago  
by its duly authorised representative

and



NZ Resident Doctors Association  
by its duly authorised representative





## APPENDIX A: EMPLOYMENT RELATIONSHIP PROBLEM RESOLUTION PROCESS

### 1. Employment Relationship Problems

- i. The object of this clause is to encourage the parties to resolve employment relationship problems ("ERPs") without resorting unnecessarily to litigation.
- ii. In any proceeding between the parties of this Agreement, whether before the Employment Relations Authority, the Employment Court, the Court of Appeal, or before any other judicial officer or an arbitrator, the party which is wholly or substantially unsuccessful shall pay the costs and expenses of the party which is wholly or substantially successful on a solicitor and client basis.
- iii. The costs and expenses to which the successful party shall be entitled shall be all the reasonable legal costs and expenses of that party of and incidental to the proceeding, including its reasonable legal costs and expenses with respect to any mediation of the ERP.
- iv. If in any such proceeding neither party is wholly or substantially successful, then the costs of and incidental to the proceeding shall be at the discretion of the relevant judicial officer or arbitrator.
- v. An "employment relationship problem" includes:
  - (a) A personal grievance
  - (b) A dispute
  - (c) Any other problem relating to or arising out of the employment relationship but does not include any problem with negotiating new terms and conditions of employment.
- vi. A "personal grievance" means a claim that an employee:
  - (a) has been unjustifiably dismissed; or
  - (b) has had their employment, or their conditions of employment, affected to their disadvantage by some unjustifiable action by the employer; or
  - (c) has been discriminated against in their employment; or
  - (d) has been sexually harassed in their employment; or
  - (e) has been racially harassed in their employment; or
  - (f) has been subjected to duress in relation to union membership.
- vii. Where an Employment Relationship Problem arises the parties will in the first instance seek to resolve it between the immediately affected parties. Further to this:
  - (a) The employee is entitled to seek representation at any stage during the process.
  - (b) If the matter is unresolved either party is entitled to seek mediation from the Labour Department or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)
- viii. If the employment relationship problem is a personal grievance, the employee must raise the grievance with the employer within a period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee, whichever is the latter.
- ix. Where any matter comes before the Authority for determination, the Authority must direct the matter to mediation in the first instance. Where mediation has failed or been deemed inappropriate in the circumstances, the Authority will then have the power to investigate the matter.



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- x. If the employment relationship problem relates to discrimination or sexual harassment, services available for the resolution of the problem include either application to the Authority for the resolution of this grievance or a complaint under the Human Rights Act 1993, but not both.
- xi. A party dissatisfied with the decision of the Authority may challenge that decision in Employment Court. In the same way a decision of the Employment Court may be appealed to the Court of Appeal.

## **2. 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 any 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/>)

## **3. Human Rights Commission Procedures**

If the employee believes they have a grievance based on discrimination or sexual or racial harassment an alternative procedure is available through the Human Rights Commission. However, the employ cannot refer their grievance to both the Human Rights Commission as a complaint and to the Employment Relations Authority as a personal grievance. T h e y have to choose one option or the other.



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