

# UNIVERSITY OF OTAGO

## STANDARD TERMS AND CONDITIONS– POST-DOCTORAL FELLOW

### 1. Background

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

### 3. Times and Place of Work

The Post-Doctoral Fellow 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 Post-Doctoral Fellow is not employed full time then reasonable hours will be based on the proportion for which they were appointed.

The Post-Doctoral Fellow's place of work will be as notified in the appointment letter.

### 4. Term of the Agreement

The letter of appointment forms part of this Agreement and the start and end dates of the position and any additional reason for the fixed term are as specified in that letter. The Post-Doctoral 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.

Once their appointment is completed, the Post-Doctoral Fellow will not normally be eligible for appointment to another Post-Doctoral Fellow position. Any further employment in any capacity cannot be offered to the Post-Doctoral Fellow without the prior approval of the Pro-Vice-Chancellor. Accordingly nothing said or implied during the term of this agreement will create a legitimate expectation of ongoing employment unless it is in writing and signed on behalf of the University by an appropriately authorised member of the Human Resources Division.

## **5. Salary**

The salary for the post is as specified in the letter of appointment.

The University will pay the Post-Doctoral 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 Post-Doctoral Fellow in respect of any overpayment or other debt owed to the University by the Post-Doctoral 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**

The Post-Doctoral Fellow is 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. The Department of Labour can explain entitlement to annual leave in more detail.

The Post-Doctoral Fellow will become entitled to paid annual leave of four weeks after each 12 months of continuous employment with the University.

The Post-Doctoral Fellow will submit leave requests via the employee kiosk leave approval system.

Wherever possible the Post-Doctoral Fellow 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, the Post-Doctoral Fellow 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 Christmas and New Year and the Post-Doctoral Fellow 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, the Post-Doctoral Fellow's anniversary date for the calculation of annual leave entitlements will be 1 December.

## **7. Public Holidays**

The Post-Doctoral Fellow is entitled to public holidays 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.

The Department of Labour can explain entitlement to public holidays in more detail.

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, 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 the Post-Doctoral Fellow to work on a public holiday, but he or she will be entitled to decline. If the Post-Doctoral 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 Post-Doctoral Fellow, he or she will be entitled to the day off on pay. If the Post-Doctoral 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 Post-Doctoral Fellow.

## **8. Sick Leave and Bereavement Leave**

If the term of this agreement is sufficient, the Post-Doctoral Fellow will become entitled to both sick leave and bereavement leave after 6 months continuous employment with the University 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.

The Department of Labour can explain entitlement to sick leave and bereavement leave in more detail.

Paid sick leave entitlement is 5 days during each 12 month period of service when the Post-Doctoral Fellow (or partner or dependent) is sick or injured.

Any accumulation of untaken sick leave will be as provided by statute which currently allows untaken sick leave to accumulate to a maximum of 20 days.

Bereavement leave entitlement is up to three days on the death of a parent, grandparent, sibling, child, grandchild, partner, or partner's parent, and one day on the death of another person if the University accepts that the Post-Doctoral Fellow has suffered bereavement as a result.

## **9. Parental Leave**

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

## **10. Health and Safety Obligations**

Both parties will comply with their obligations under the Health and Safety in Employment Act 1992. This includes the University taking all practicable steps to provide the Post-Doctoral Fellow with a healthy and safe working environment.

The Post-Doctoral Fellow 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.

The Post-Doctoral Fellow 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.

## **11. Policies and Procedures**

In all its dealings with the Post-Doctoral Fellow, the University will take into account the unique position of the University and its employees as critics and conscience of society as set out in the University Charter, together with the principles of Academic Freedom set out in s161 of the Education Act 1989.

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 Post-Doctoral Fellow, except that the provisions of this Agreement will take precedence in the event of any inconsistency.

## **12. Performance of Duties**

If the Post-Doctoral 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 Post-Doctoral 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 Post-Doctoral 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.

The Post-Doctoral Fellow 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.

## **13. Employment Relationship Problems**

The University's plain language explanation of the employment relationship resolution process is attached and forms part of this employment agreement. It is also available on line at <http://www.otago.ac.nz/humanresources>.

## **14. 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.

In the event that the work done by the Post-Doctoral Fellow is transferred by the University to another entity in any manner, the Post-Doctoral Fellow's employment with the University will terminate on transfer but the University will endeavour to procure Post-Doctoral Fellow's employment by the other entity on terms and conditions similar to those in this Agreement.

If the Post-Doctoral 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 and that funding is withdrawn before the end date of this fixed term agreement, the University may at its option terminate this agreement before the originally agreed end date by giving the above notice.

If the Post-Doctoral Fellow's position is determined to be surplus to the University's requirements during the term of this Agreement, it may be terminated early by the University giving appropriate notice. In that circumstance the Post-Doctoral Fellow is not entitled to payment of redundancy or other compensation.

## **15. Right to seek advice**

The Post-Doctoral Fellow is entitled to seek independent advice before accepting this individual employment agreement, and to have a reasonable time in which to do so. By signing this Agreement the Post-Doctoral Fellow acknowledges that those rights have been complied with by the University.