

DISTRICT HEALTH BOARD



**JOINT CLINICAL MEDICAL ACADEMIC STAFF
INDIVIDUAL EMPLOYMENT AGREEMENT**

between the

UNIVERSITY OF OTAGO

and

Table of Contents

1. DEFINITIONS.....	2
2. TERM OF EMPLOYMENT	3
3. SALARY	3
4. HOURS OF WORK	4
5. RECOGNITION OF PREVIOUS SERVICE	4
6. RETIREMENT	4
7. SUPERANNUATION	5
8. REIMBURSEMENT OF WORK-RELATED EXPENSES.....	5
9. WHOLE HOLIDAYS.....	6
10. ANNUAL LEAVE	7
11. SPECIAL LEAVE FOR EMPLOYEES.....	7
12. SICK LEAVE	7
13. CONTINUING MEDICAL EDUCATION.....	9
14. LOCUMS	9
15. BEREAVEMENT/TANGIHANGA LEAVE.....	9
16. PARENTAL LEAVE	10
17. RESEARCH AND STUDY LEAVE.....	10
18. JURY SERVICE LEAVE	10
19. ATTENDANCE AT REGISTRATION BOARDS.....	11
20. LEAVE TO ATTEND MEETINGS OF STATUTORY BOARDS ETC.....	11
21. REDUNDANCY (STAFF SURPLUS).....	11
22. EMPLOYEE ACCESS TO PERSONAL INFORMATION	12
23. PRIVACY ACT	12
24. MISCELLANEOUS TRANSPORT PROVISIONS	12
25. PROTECTIVE CLOTHING.....	13
26. PROFESSIONAL MATTERS	13
27. EMPLOYMENT RELATIONSHIP PROBLEMS.....	14
28. PERSONAL GRIEVANCE	14
29. DISPUTES PROCEDURE.....	14
30. SIGNATURES.....	14
SCHEDULE 1: DUTIES AND RESPONSIBILITIES OF JOINT CLINICAL STAFF JOB DESCRIPTION	15
SCHEDULE 3: UNIVERSITY OF OTAGO SALARY SCALES FOR MEDICALLY QUALIFIED STAFF	16
SCHEDULE 4: DISTRICT HEALTH BOARD SALARY SCALE	18
SCHEDULE 5: UNIVERSITY OF OTAGO EMPLOYMENT RELATIONSHIP PROBLEM RESOLUTION PROCESS ..	19

UNIVERSITY OF OTAGO

Te Whāre Wananga o Otāgo

UNIVERSITY OF OTAGO JOINT CLINICAL MEDICAL ACADEMIC STAFF INDIVIDUAL EMPLOYMENT AGREEMENT

This agreement is made pursuant to the Employment Relations Act 2000.

- a. The parties to this agreement shall be:
 - i. The Vice-Chancellor of the University of Otago exercising the employer responsibilities;
 - ii. * who has accepted the terms and conditions of this agreement (“the employee”).
- b. This agreement shall be binding on the parties to it.
- c. The employee is employed to carry out duties which may be detailed in a job description drafted in terms of Schedule 1. These duties involve work of an academic nature for the University and of a clinical nature for the regional District Health Board as specified in the letter of appointment. Whilst still an employee of the University of Otago when carrying out duties for the specified District Health Board, the employee shall be under the supervision and immediate control of that District Health Board.

1. 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” means the regional District Health Board as specified in their 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. TERM OF EMPLOYMENT

Whether an appointment is fixed term or ongoing subject to confirmation shall be specified in the letter of offer.

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 employment of any other employee (excluding an employee on a fixed term agreement) shall be terminated by either party upon 3 months' notice.
- c. 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.
- d. The above periods of notice may be varied by mutual agreement.
- e. 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.
- f. 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.

3. SALARY

- a. The employee's salary shall recognise two components, being the University academic component and the DHB clinical components of the position.
- b. Assessment of the University academic component will be based on the employee's placement on the University's salary scale for medically qualified academics, a copy of which is attached to Schedule 3. The salary for the purpose of this component will be determined by the employer.
- c. Assessment of the DHB clinical component will be based on the employee's placement in the DHB's salary scale for Medical Specialists, a copy of which is attached to Schedule 4. 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.

- d. The total salary shall be reviewed at least annually and as part of any review for the salaries of University medically qualified staff or DHB Medical Specialists. Any increase resulting from such a review will be reflected in the total salary paid.
- e. 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.

4. HOURS OF WORK

The hours of work shall be such as are reasonably required to fulfil the duties of the position held 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.

5. RECOGNITION OF PREVIOUS SERVICE

Recognition of service with the University shall be given where fixed-term employment is continuous with a further fixed-term appointment or with a permanent appointment. Previous service with a District Health Board or another New Zealand university may also be recognised for some entitlements.

6. RETIREMENT

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.

Retiring Gratuities

- a. The employer may pay a retiring gratuity to the employee when retiring from the University who has had no less than 10 years' service with the University.
- b. For the purposes of establishing eligibility for a gratuity, total service may be aggregated, whether this be part-time or whole-time, or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility.
- c. Where part-time service is involved the gratuity should be calculated to reflect this. The number of tenths per week employed during the years of service is calculated as a percentage of the number of tenths represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.

- d. 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.
- e. 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.
- f. No employee shall be entitled to a retiring gratuity of greater than six months' salary.

Scale of Gratuity for University proportion of the position

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

Service	Gratuity Equivalent to
After 10 years' service	3 months' salary
After 14 years' service	4 months' salary
After 17 years' service	5 months' salary
After 20 years' service	6 months' salary

7. SUPERANNUATION

- a. Where the employee is a contributor to the Government Superannuation Fund, or to the Unisaver New Zealand Scheme, the employer will continue to make contributions to the fund, based on the provisions of the fund.
- b. 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.

8. REIMBURSEMENT OF WORK-RELATED EXPENSES

- a. 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.

- b. If the employee earns other regular income from medical practice (including private practice) and earns more than \$20,000 nett 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.
- c. 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.

9. WHOLE HOLIDAYS

Public Holidays

The employee shall be granted leave on full pay on the following public holidays:

New Year's Day
The day after New Year's Day
Waitangi Day
Good Friday
Easter Monday
ANZAC Day
Sovereign's Birthday
Labour Day
Christmas Day
Boxing Day
Anniversary Day (as observed in the locality concerned).

The University observes Easter Tuesday in lieu of Anniversary Day in Otago. Elsewhere the day is to be taken as observed in the locality concerned.

- a. Provided that, when any of the above holidays that can fall on a Saturday or Sunday so falls, the next succeeding day (not being a Sunday) which is not one of the said public holidays or observed as a substituted holiday under this proviso shall be allowed.
- b. Payment will only be made for a Public Holiday not worked, where it falls on a day they employee would normally have worked under an established pattern of work. If the employee is required to work on a Public Holiday they will be paid normal pay for time actually worked plus half as much again. In addition, if the day is a day they would normally have worked under an established pattern of work, they will receive an alternative paid holiday as provided in Holidays Act 2003.

- c. Leave on pay - when a public holiday or substituted succeeding day falls during a period of annual leave, sick leave on pay or special leave on pay, (other than study leave) that holiday is not to be debited against such leave.
- d. Leave without pay - the employee shall not be entitled to payment for a public holiday or substituted succeeding day falling during a period of leave without pay unless the employee has worked during the fortnight ending on the day on which the holiday is observed.

10. ANNUAL LEAVE

The employee is granted an annual leave entitlement of 27 days. This is in addition to public holidays outlined in section 10. This entitlement includes the last working day before Christmas that may be defined as being an annual leave day.

- a. 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.
- b. 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 available opportunity for a period sufficient to reduce the carry forward balance to a maximum of 10 days, unless the employer expressly agrees otherwise in writing.
- c. The employer may permit the employee to take annual leave in one or more periods.
- d. 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.
- e. All employees will submit their leave requests via the employee kiosk leave approval system.
- f. The anniversary date from which annual leave entitlements are calculated will be 1 December each year.

11. SPECIAL LEAVE FOR EMPLOYEES

The employer may grant paid special leave of up to five working days per annum to the employee if the employer considers duties have been exceptionally onerous in the previous 12 months.

12. SICK LEAVE

The employee is entitled to Sick Leave on pay as set out in the schedule below, or Sick Leave without pay may be granted on production of a medical certificate. Part-time employees shall be granted sick leave on the same terms as for full time staff and therefore deductions from sick leave entitlement are to be made on a consecutive days basis. All sick leave is to be computed on working days only

- a. Employees will receive 8 days sick leave on appointment and a further 10 days for each 12 months of service after, with a maximum accumulation of 260 days.
- b. 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.
- c. If the employee is absent on sick leave for less than a whole day, such leave is to be debited as follows:
 - i. Absent for a whole morning or afternoon - half day's sick leave.
 - ii. Absent for less than two hours during the day - no deduction.
 - iii. Absent for two hours and up to six hours during the day - half day's sick leave.
 - iv. Absent for over six hours during the day - one day's sick leave.
- d. The employee should notify absence due to sickness to their controlling officer 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.
- e. When sickness occurs during annual or long service leave, the employer will permit the period of sickness to be debited against sick leave entitlement provided a medical certificate is produced.
- f. 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.
- g. 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.
- h. All employees will submit their leave requests via the employee kiosk leave approval system.

13. CONTINUING MEDICAL EDUCATION

- a. 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.
- b. The employer shall reimburse an employee's actual and reasonable expenses for approved continuing medical education leave under the following conditions:
 - i. From the date of appointment, the maximum CME entitlement will be \$16,000 (GST exclusive) per annum (pro-rata for part-time employees),
 - ii. Individual entitlements will be calculated as follows:
 - a) 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 \$* for Canterbury DHB), plus
 - b) The University full time equivalency (as agreed by the University) multiplied by \$*.
 - c) If these two amounts added together exceed the maximum CME entitlement provided above, the University amount will be reduced accordingly.
 - iii. The maximum amount which may be accumulated at any one time shall not exceed two years, inclusive of current entitlement.
 - iv. School of Medicine policy will determine the appropriate usage and approval processes for CME funding.

14. LOCUMS

- a. 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.
- b. If locum employment is not feasible and satisfactory alternative arrangements cannot be made then compensation shall be paid to affected employees.

15. BEREAVEMENT/TANGIHANGA LEAVE

- a. 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 tangihanga (or its equivalent).

- b. In granting time off therefore, and for how long, the employer must administer these provisions in a culturally sensitive manner taking into account:
 - i. The closeness of the association between the employee and the deceased, which association need not be a blood relationship;
 - ii. Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
 - iii. The amount of time needed to discharge properly any responsibilities or obligations;
 - iv. Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
 - v. 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.
- c. 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.

16. PARENTAL LEAVE

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

17. RESEARCH AND STUDY LEAVE

Research and Study Leave is not given as a matter of right. Each application will be considered on its merits and provided that the employer and the DHB are convinced of the value of a proposal all applications will be dealt with as available funds permit. Eligibility for research and study leave will accrue at the rate specified in the University's policies and may be altered by the University.

18. JURY SERVICE LEAVE

- a. If the employee is called on for jury service and required to serve. Where the need is urgent, the employer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.
- b. The employee called on for jury service may elect to take annual leave, leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the service is performed during an employee's off duty hours, the employee may retain the juror's fees (and expenses paid).
- c. Where leave on pay is granted, a certificate is to be given to the employee by the employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of juror's fees and expenses paid. The employee is to pay the fees received to the employer but may retain expenses.

- d. Where leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the employee is not required by the Court, the employee is to report back to work where this is reasonable and practicable.

19. ATTENDANCE AT REGISTRATION BOARDS

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.

20. LEAVE TO ATTEND MEETINGS OF STATUTORY BOARDS ETC

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:

- a. The appointment to the Board or Committee is by ministerial appointment.
- b. There are no difficulties involved in releasing the employees from their duties including their DHB duties.
- c. 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.

21. REDUNDANCY (STAFF SURPLUS)

- a. The employer shall advise the employee of any impending staff surplus situation at least one month prior to issuing notice of termination (including any reduction in tenths for any employee) to the employee.
- b. The purpose of this period is to enable the employer and the employee to discuss the options appropriate to the circumstances and to negotiate an agreement. The various options to be considered when a staffing surplus exists, shall include:
 - i. Reconfirmation in position/reassignment;
 - ii. Attrition;
 - iii. Redeployment;
 - iv. Leave without pay;
 - v. Enhanced early retirement;
 - vi. Retraining;
 - vii. Severance (including partial severance on a pro rata basis).

c. **Restriction on Staff Surplus Options**

Where the employee's employment is being terminated by the employer by reason only of the sale or transfer by the employer of the whole or part of the employer's business, nothing in this agreement shall require the employer to pay compensation for redundancy to the employee if –

- i. The person acquiring the business or the part being sold or transferred has offered the employee employment in the business or the part being sold or transferred; and
- ii. The conditions of employment offered to the employee by the person acquiring the business or the part of the business being sold or transferred are no less favourable than the employee's conditions of employment, including -
 - a) Any service related conditions; and
 - b) Any conditions relating to redundancy; and
 - c) Any conditions relating to superannuation- under the employment being terminated; and
- iii. The offer of employment by the person acquiring the business being sold or transferred is an offer to employ the employee in that business or that part of that business either -
 - a) In the same or similar capacity as that in which the employee was employed by their employer; or
 - b) In a capacity that the employee is willing to accept.

22. EMPLOYEE ACCESS TO PERSONAL INFORMATION

Attention is drawn to the Official Information Act 1982. The provisions of this Act, or any amendment or Act passed in substitution for this Act, shall apply.

23. PRIVACY ACT

Attention is drawn to the Privacy Act 1993 and to the Health Information Privacy Code issued under section 46 of the Privacy Act 1993, as regards the collection and disclosure of patient and employee information.

24. MISCELLANEOUS TRANSPORT PROVISIONS

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.

25. PROTECTIVE CLOTHING

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.

26. PROFESSIONAL MATTERS

1. 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.

2. 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.

3. Private Practice or Secondary Employment

- a. The employee shall have the right to private practice or secondary employment providing that it:
 - i. does not impinge on the proper performance of the employee’s duties and responsibilities under this agreement;
 - ii. is done outside agreed hours; and
 - iii. has been authorised by the employer or delegated representative.
- b. The employee shall notify the employer of all secondary employment consultancies and private practice. An annual Declaration of Earnings will be required.
- c. The employer reserves the right to apply such conditions to private practice or secondary employment which are no less favourable than for the DHB’s own whole time employees.

27. EMPLOYMENT RELATIONSHIP PROBLEMS

A plain language explanation of the services available for the resolution of employment relationship problems is included as Schedule 5.

28. 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.

29. 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.

30. SIGNATURES

I agree to accept this Individual Employment Agreement:

_____ Date: _____

Signed by the Employee

_____ Date: _____

Signed on behalf of the University of Otago

SCHEDULE 1: DUTIES AND RESPONSIBILITIES OF JOINT CLINICAL STAFF JOB DESCRIPTION

Every employee shall be entitled to a mutually agreed job description stating the relevant duties and responsibilities. Where appropriate, job descriptions should include:

- a. Academic responsibilities including teaching, research, administration, professional and community service and such other responsibilities as may be appropriate.
- b. Clinical responsibilities, work schedules and output targets.
- c. Service accountability and management functions.
- d. Health promotion functions.
- e. Research and review activities.
- f. Responsibilities for training and professional development of other staff.
- g. Requirements for medical audit.
- h. Provision for career development and continuing education.
- i. List of key tasks and result areas. These should cover all the major outputs expected and where possible, should be specific, measurable, and have a time limit.
- j. Hours of work. This should include: The average number of hours to be worked each week and at what time, assessment of call-back demands, nature of on-call or availability requirements (including provisions for when the roster varies).
- k. Provision of support staff and degree of responsibility for their supervision.

SCHEDULE 3: UNIVERSITY OF OTAGO SALARY SCALES FOR MEDICALLY QUALIFIED STAFF

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

Position Title		1/07/2018	1/12/2019
Teaching Fellows	TFM01/TFD01	65,299	66,931
	TFM02/TFD02	70,125	71,879
	TFM03/TFD03	75,044	76,920
	TFM04/TFD04	79,969	81,969
	Bar		
	TFM05/TFD05	81,488	83,525
	Teaching Fellows above the bar	TFM06/TFD06	84,768
	TFM07/TFD07	88,052	90,253
Professional Practice Fellows	PPM1/PPD1 01	65,299	66,931
	PPM1/PPD1 02	70,125	71,879
	PPM1/PPD1 03	75,044	76,920
	PPM1/PPD1 04	79,969	81,969
	PPM2/PPD2 01	81,488	83,525
	PPM2/PPD2 02	84,768	86,887
	PPM2/PPD2 03	88,052	90,253
	PPM3/PPD3 01	91,333	93,616
	PPM3/PPD3 02	94,613	96,978
	PPM3/PPD3 03	97,898	100,345
	PPM3/PPD3 04	101,179	103,708
	PPM4/PPD4 01	126,201	129,356
	PPM4/PPD4 02	131,125	134,403
	PPM4/PPD4 03	137,688	141,130
	PPM4/PPD4 04	144,254	147,861
	PPM4/PPD4 05	150,817	154,588
PPM4/PPD4 06	159,023	162,998	
Lecturers/Senior Teaching Fellows/Research Fellows	LLM01/LLD01	81,488	83,525
	LLM02/LLD02	84,768	86,887
	LLM03/LLD03	88,053	90,254
	LLM04/LLD04	91,333	93,616
	LLM05/LLD05	94,614	96,979
	LLM06/LLD06	97,898	100,345
	LLM07/LLD07	101,179	103,708

Position Title		1/07/2018	1/12/2019
Senior Lecturers/Senior Research Fellows	SLM01/SLD01	126,202	129,357
	SLM02/SLD02	131,126	134,404
	SLM03/SLD03	137,688	141,130
	SLM04/SLD04	144,254	147,861
	SLM05/SLD05	150,817	154,588
	Bar SLM06/SLD06	159,023	162,998
SL/SRF above the bar	SLRM01/SLRD01	165,589	169,728
Associate Professors/Research Associate Professors	APM01/APD01	168,870	173,092
	APM02/APD02	172,150	176,454
	APM03/APD03	175,434	179,820
	APM04/APD04	178,715	183,183
	APM05/APD05	183,638	188,229
Professors/Research Professors	PFM01/PFD01	185,281	189,913
	PFM02/PFD02	188,561	193,275
	PFM03/PFD03	191,843	196,639
	PFM04/PFD04	195,125	200,003
	PFM05/PFD05	198,407	203,367
	PFM06/PFD06	201,690	206,733
	PFM07/PFD07	205,750	210,894

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.

SCHEDULE 4: DISTRICT HEALTH BOARD SALARY SCALE

Medical and Dental Specialists Clinical Component

Medical and dental specialists shall be paid an annual salary in accordance with the scale below. This base salary is for a nominal job size of 40 hours a week.

Medical Specialist Scale

Step	5 March 2018	1 April 2019
15		\$240,000
14	\$230,000	\$233,500
13	\$223,500	\$227,500
12	\$216,500	\$221,000
11	\$209,000	\$213,500
10	\$204,000	\$208,000
9	\$198,716	\$202,691
8	\$193,514	\$197,385
7	\$188,312	\$192,079
6	\$183,110	\$186,773
5	\$177,908	\$181,467
4	\$172,706	\$176,161
3	\$167,504	\$170,854
2	\$162,302	\$165,548
1	\$158,141	\$161,304

SCHEDULE 5: UNIVERSITY OF OTAGO 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 your union or a representative. We will work with you and that person to try to resolve the problem. Information may also be sought from the Department of Labour Mediation Service at any time.

4. MEDIATION SERVICES

If we are unable to resolve the problem, then either party can contact the Department of Labour 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 union or representative to raise the grievance on your behalf.

7. UNIVERSITY OF OTAGO ETHICAL BEHAVIOUR PROCEDURE

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 (<http://www.otago.ac.nz>) under Human Resources 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.