



UNIVERSITY OF OTAGO

TERMS AND CONDITIONS FOR APPOINTMENT FOR DENTAL HOUSE SURGEONS / SENIOR DENTAL HOUSE SURGEON

Effective 1 February 2019

1. Background

Dental House Surgeons are non-confirmation path academic staff of the University of Otago. Dental House Surgeons must be registered with the Dental Council of New Zealand. They are not required to undertake research as part of their employment.

If Dental House Surgeons are reappointed after at least one year's service, they may be awarded the title of Senior Dental House Surgeon. These terms and conditions apply to both Dental House Surgeons and Senior Dental House Surgeons.

2. Duties of position

Dental House Surgeons primarily provide clinical services including provision of an after-hours and holiday service for emergency cases.

3. Term of the Agreement

Dental House Surgeons will be employed on a fixed term agreement for an initial term of one year. 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 Dental House Surgeon'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.

4. Time and Place of Work

Dental House Surgeons may be employed on a part-time or full-time basis. Full time hours shall be 37.5 hours per week worked on not more than five days per week.

In addition, Dental House Surgeons normally will be expected to participate in a rotating roster to provide 24 hour, 7 day cover, on an on-call basis. On call duty normally will not exceed one week in every three.

The Dental House Surgeon's place of work will be as advised in the appointment letter.

5. Salarys

- 5.1. Dental House Surgeons will be appointed at a salary on the Dental House Surgeon Scale.

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

Scale	Annual Salary Effective 1 February 2019	Annual Salary Effective 1 February 2020
DHSO1	\$65,299	\$66,931
DHSO2	\$70,125	\$71,879
DHSO3	\$75,044	\$76,920
DHSO4	\$79,968	\$81,968

- 5.2. Salaries will be paid at a rate set out for the employee's individual letter of offer. Initial placement on the scale will be determined by the employer.
- 5.3. Progression up the salary scale (where applicable) will be through automatic annual increment subject to satisfactory performance. Where relevant, progression will apply annually on 1 February.
- 5.4. The University will pay the Dental House Surgeon's salary fortnightly by way of direct credit to a bank account.
- 5.5. Compensation for additional hours worked and on call availability, when required as a condition of the appointment, will be by payment of a supplement in addition to the base salary.
- 5.6. The University may make deductions from any wages or holiday pay owed to the Dental House Surgeon in respect of any overpayment or other debt owed to the University. The parties intend this clause to act as the written consent described in section 5 of the Wages Protection Act 1983.

6. Annual Leave

- 6.1. A full time employee is entitled to a minimum of 25 working days annual leave (pro rata for part time) in addition to public holidays. Annual leave will require prior approval by the employer.
- 6.2. Annual Leave will be managed as per the University's Annual Leave Policy available at www.otago.ac.nz/humanresources/policies/AnnualLeavePolicy.php. All employees will submit their leave requests via the employee kiosk leave approval system

7. Public Holidays

7.1. The following days shall be observed as public holidays:

New Year's Day
The day after New Year's Day
Waitangi Day
Anniversary Day (local)
Good Friday
Easter Monday
Anzac Day
Sovereign's Birthday
Labour Day
Christmas Day
Boxing Day

The University observes Easter Tuesday in lieu of Anniversary Day in Otago.

7.2. 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.

7.3. Payment will only be made for a Public Holiday not worked, where it falls on a day you would normally have worked under an established pattern of work. If you are required to work on a Public Holiday you will be paid normal pay for time actually worked plus half as much again. In addition, if the day is a day you would normally have worked under an established pattern of work, you will receive an alternative paid holiday as provided in Holidays Act 2003.

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 that 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.

8. Sick Leave

8.1. A full time employee is entitled to Sick Leave on pay as set out in the schedule below (pro rata for part time), or Sick Leave without pay may be granted on production of a medical certificate.

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

8.3. 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.

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

- 8.5. 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.
- 8.6. If the employee is absent on sick leave for less than a whole day, such leave is to be debited as follows:
- Absent for a whole morning or afternoon - half day's sick leave.
 - Absent for less than two hours during the day - no deduction.
 - Absent for two hours and up to six hours during the day - half day's sick leave.
 - Absent for over six hours during the day - one day's sick leave.
- 8.7. 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.
- 8.8. When sickness occurs during annual leave, the employer will permit the period of sickness to be debited against sick leave entitlement provided a medical certificate is produced
- 8.9. 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

9. Bereavement Leave

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 the employee has suffered bereavement as a result

10. Parental Leave

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

11. Policies and Procedures

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. These can be viewed on line at www.otago.ac.nz/humanresources or provided by the supervisor on request.

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 a healthy and safe working environment.

The Dental House Surgeon 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 Dental House Surgeon 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. 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 online 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.

15. Expenses

Dental House Surgeons will be reimbursed the fees payable for maintaining their Annual Practising Certificate and professional indemnity insurance. (These expenses will be reimbursed on a pro-rata basis for part-time appointments).

16. Travel

For staff called to work the Employer shall either reimburse taxi fares subject to receipt, or mileage allowance as per the relevant University policy.

17. Telephone

A mobile phone will be made available to the Dental House Surgeon on call.

18. Right to seek advice

Under the Employment Relations Act 2000 the Employee is entitled to seek independent advice before accepting this individual employment agreement, and will be given reasonable time to do so, should they wish to.