



Changes to the Academic Staff Individual Employment Agreements Effective 1 July 2020

COMBINING OF THE ACADEMIC AGREEMENTS

The University currently has three separate Academic individual agreements. One for the Non-Medical/Dental Academic staff, the Medical/Dental Academic Staff, and Joint-Clinical staff.

This offer integrates the three agreements into one individual agreement that covers 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; Research Fellow; Assistant Research Fellow; Professional Practice Fellow; Teacher Education Fellow; Senior Teaching Fellow, Teaching Fellow and Post-Doctoral Fellows. The Post-Doctoral Fellow terms and conditions are in a separate section in (Appendix B).

The Non-Medical/Dental agreement has been used as a base for the new Academic Individual Agreement. The conditions specific to the Medical/Dental and Joint-Clinical agreements including the Medical/Dental salary scales, have been brought into the agreement as outlined in B below (Summary of New or Amended Clauses for Staff on the Medical-Dental Individual Agreement).

In addition, there are some new changes that are offered to all academic staff on the new agreement. These are outlined in A below (The New Changes).

You are entitled to seek independent advice before accepting this variation to your employment agreement, and to have a reasonable opportunity to do so.

A complete copy of the 2020 University of Otago Academic Staff Individual Employment Agreement is available at: <https://www.otago.ac.nz/humanresources/otago826819.pdf>

A. THE NEW CHANGES

The new changes that apply to all agreements are summarized below;

TERM

1 years (1 July 2020 – 30 June 2021)

AMENDMENT TO COVERAGE

Joint Clinicals (Annex A) and Postdoctoral Fellows (Annex B) are included in the coverage.

OTHER AMENDMENTS

1. General

1.c Definitions

A new clause is inserted at 1.C as follows:

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."

10. Flexible Working

A new clause is inserted at 10 as follows:

"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 or 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

Registration Requirements (Medical and Dental Only)

A new clause is inserted at 11(h) with wording as follows:

"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."

Reimbursement of Work-Related Expenses (Medical and Dental Only):

A new clause is inserted at 11(i) with wording as follows:

"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."

13. Leave

13.b Annual Leave

Clause 13.b amended as follows:

“All employees are entitled to 5 weeks of annual leave in addition to public holidays.”

13.e Bereavement/Tangihanga Leave

A new clause is inserted at 13e.iv

“Following pregnancy loss, the same leave entitlement shall apply as set out in clauses 13.e.i-iii (above).”

13.k Domestic Violence Leave

A new clause is inserted at 13.k and reads as follows:

“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.”

25. Academic Freedom

A new clause is inserted at 25 and reads as follows

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

Appendix A: Management of Change

A.4 Transfer of Undertakings

A new clause is inserted at Appendix A(4) and reads as follows:

“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.
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B. SUMMARY OF NEW OR AMENDED CLAUSES FOR STAFF ON THE MEDICAL-DENTAL INDIVIDUAL AGREEMENT

Note: These are changes below are not intended to be an exhaustive list of all changes. There will be some clauses where similar clauses are written differently. If you would like to see an agreement with the tracked changes you can request it from negotiations@otago.ac.nz

- 3.** RESEARCH FUNDED PERMANENT STAFF
- 4.** POLICIES AND PROCEDURES
- 11.** REMUNERATION
 - Medical/Dental Salary Scale
- 11. b & c** Progression and promotion scope
- 11. h.** Registration Requirements
- 13.** LEAVE
- 13. j.** Professional Development Leave (Senior / Teaching Fellows / Professional Practice Fellows only)
- 15.** ACADEMIC WORKLOAD
- 16.** SAFETY IN HOURS OF DARKNESS

C. SUMMARY OF CLAUSES FOR STAFF ON THE JOINT-CLINICAL INDIVIDUAL AGREEMENT

A summary of changes titled Annex A that apply solely to Joint-Clinical staff, will be sent to those staff.