



17 January 2024

PRIVATE AND CONFIDENTIAL

Mr DawnSugrue
563 Queen Street
North Dunedin
Dunedin 9016
New Zealand

Dear Mr DawnSugrue

I am pleased to invite you to join the University of Otago, in the position of Demonstrator - COMP162, within the (1M8FH) Computer Science department.

The attached documentation outlines the details of the appointment. Please take the time to review them in detail. The offer will remain open for six days from this date, so now is the time to ask any questions you might have. Please note that you are entitled to discuss this offer and to seek independent advice from your family, a union, a lawyer, or someone else you trust.

To confirm your acceptance of these terms and conditions, please follow the instructions in the accompanying e-mail and indicate your final acceptance via the online system. An electronically signed copy of this agreement will be sent to you.

I would like to take this opportunity to congratulate you on your appointment and we look forward to your joining the University of Otago.

Should you require any further information in connection with this offer, please contact Jamie Bain at: jamie.bain@otago.ac.nz.

Yours sincerely

Marie-Louise Neilsen
on behalf of the University of Otago

Details of Offer

Parties: the parties to this Employment Agreement are the Vice-Chancellor of the University of Otago (us) and Caitlin Dawn Sugrue (you).

Department: (1M8FH) Computer Science

Position Title: Demonstrator - COMP162

Reporting to: Karen Gray Email: karen.gray@otago.ac.nz

Location where duties are to be carried out: Dunedin

Period of employment: 08/01/2024 to 25/02/2024

Hours of Work: The precise times of work will be according to a roster prepared by your Supervisor specifying when you are to work and the duties to be performed. Some of the hours worked may not be rostered but during those times you will be expected to perform other duties, such as preparation and marking, as required. The number of unrostered hours required will vary according to times of semester.

Remuneration: You will be paid an hourly rate of ~~\$25.45~~ ^{\$27.44 - TUTOR/DEM Rate B} plus a separate payment of 8% holiday pay in lieu of annual leave, on submission of a properly authorised timesheet.

15/02/24
LBerry


Description of duties to be undertaken: Providing learning assistance to students in the lab, assessing prep work, invigilating and assessing Mastery Tests.

The services are related to the paper(s) specified, but can be changed by mutual agreement; COMP162.

Reason for short term nature of appointment: The reason for the fixed term is that the function of this position is to provide support for students as a tutor or demonstrator and to undertake specific duties associated with the provision of the following services during the academic year or semester. Once the academic year or semester is finished there is no further need for this support, and accordingly your employment will end.

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.

Other Terms and Conditions of Employment

1. **University Policies:** You are required to comply with the policies of the University of Otago including the University's Smoke-Free Policy, the Ethical Behaviour Policy, and the Accident Reporting and Rehabilitation Policy. These can be viewed on line at <http://www.otago.ac.nz/humanresources> or provided by your supervisor on request.
2. **Confidentiality:** During the term of employment and at all times thereafter you will maintain the confidentiality of the University's business including research information, student and staff information and all other information of a commercially sensitive nature. You will not make use of any information or documents to which you have access to during your employment and at any time thereafter, except on behalf of the University.
3. **Outside Employment:** Staff members shall not use any University facility or service when undertaking outside employment except with the approval of their Head of Department and Divisional Head. In such cases staff will be required to meet the full cost for use of such facilities and/or services.
4. **Holiday Pay, Other Leave and Public Holidays:** Your holiday entitlement will accrue at the rate of 8% of your gross earnings and will be paid to you on a pay as you go basis. This will be calculated and shown as a separate payment of 8% of the gross earnings for each period paid.

Sick leave will be without pay, unless you have completed six (6) months' current continuous employment with the Employer or, over a period of six (6) months, you worked for the Employer for:

 1. at least an average of ten (10) hours a week during that period; and
 2. no less than one (1) hour in every week during that period or no less than forty (40) hours in every month during that period;

You are entitled to five (5) days sick leave in each ensuing period of twelve (12) months.

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.
5. **Termination:** Either party may terminate this Agreement by giving two week's notice in writing to the other party, except the University reserves the right to terminate without notice for serious misconduct. 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.
6. **Employment Relationship Problems:** The University of Otago plain language explanation of the employment relationship problem resolution process is attached and forms part of this employment agreement. It is also available on line at <http://www.otago.ac.nz/humanresources>.
7. **Right to seek advice:** Under the Employment Relations Act 2000 you are entitled to seek independent advice before accepting this individual employment agreement, and will be given reasonable time to do so, should you wish to.
8. **Applicable for Students only:** A student is defined as 'Any student currently enrolled at the University in an undergraduate course of study of 0.6 EFTS value, or 0.5 EFTS value for postgraduate study, or greater, over an academic year and who is employed less than 20 hours per week during semester time or up to full-time during vacations.' You will advise your Supervisor should you obtain additional employment within the University. You will advise your Supervisor of any reduction in EFT or withdrawal from study. Should you cease to be defined as a student under these conditions then this agreement terminates one month from the date of withdrawal without express notice.
9. **KiwiSaver:** As the University is a KiwiSaver exempt employer it will not enrol you automatically. However if you wish to join please complete the KS2 application form available at www.kiwisaver.govt.nz and return it to HR Payroll who will start the deductions.

Employment Relationship Problem Resolution Process

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.

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.

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.

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.

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.

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 where 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.

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 problems involving harassment. This policy is available on the University website (<http://www.otago.ac.nz>) under Human Resources Policies.

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.

The above plain language explanation is required by the Employment Relations Act 2000.

Offer Acceptance

Warranties: By accepting the University's offer of employment you provide the following warranties.

- All representation and information whether oral or in writing made by you as to qualifications and experience, and all other information given in your employment application are true and complete; and
- You have disclosed all information relevant to your ability to discharge your employment duties; and
- Either, you currently hold any visa, work permit, certificate, licence, or other approval (collectively a "permit") required by statute, regulation or bylaw to carry out the duties of the position; or
- If you have been employed in anticipation of obtaining any such permit that there is no impediment to your doing so.
- You will take all reasonable steps to retain any necessary permit and do nothing likely to disqualify you from doing so.

Employee Declaration: I accept this employment agreement on the terms as outlined in this agreement and certify that I have read and understood these conditions of employment, and agree to abide by them. I confirm that the information I have supplied (which may have been entered on my behalf) as part of this application process is true and correct. I understand that if any information I have provided is misleading or incorrect then I may be subject to summary dismissal.

Offered by Marie-Louise Neilsen, Senior Manager Client Services (Level 1) on behalf of the University of Otago on 17 January 2024.

Accepted by Caitlin DawnSugrue on 17 January 2024 at 1:03 p.m.