

TERM

2 year (1 July 2024 – 30 June 2026)

AMENDMENTS TO SALARIES

- From the 1 July 2024 a salary increase of 3.5% will be applied to all salary scales.
- From the 1 July 2025 a salary increase of 3.5% will be applied to all salary scales.

POST DOCTORAL FELLOWS

The terms and conditions of Post Doctoral Fellows have been integrated into the Academic Individual Agreement, resulting in Appendix B (Post Doctoral Fellows Terms and Conditions) being removed. The Post Doctoral Fellow salary step, has been incorporated into the non-Med-Dent salary scale, following Assistant Research Fellows above the bar.

OTHER AMENDMENTS

Section 1: General

Coverage

Clause 1. b.ii has been amended to read the following:

“This agreement shall apply to 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; Senior Professional Practice Fellow; Research Fellow; Assistant Research Fellow; Professional Practice Fellow; Teacher Education Fellow; Senior Teaching Fellow, Teaching Fellow and Post-Doctoral Fellows.”

Clause 1.b.iii has been added, which reads as follows:

“Tutors & Demonstrators will be covered from 1 January 2025. The terms and conditions are as stated in Appendix C). The other terms and conditions contained within this agreement do not apply to Tutors and Demonstrators unless explicitly stated.”

Definitions

Clause 1.c has been amended to read:

“HNZ” means Health New Zealand - Te Whatu Ora as specified in your letter of appointment”

“Academic Pathway” means the roles within the Lecturer to Professor career pathway.

SECTION 4: TERMINATION OF EMPLOYMENT

Clause 4.a. been amended to read the following:

*“The notice period of any **permanent** employee whose appointment is within the Academic Pathway is 6 months.”*

SECTION 11. REMUNERATION

Clause 11.c.6 has been amended to read:

“Postdoctoral Fellow to Research Fellow, or to Senior Research Fellow, or Senior Research Fellow beyond the bar, or to Research Associate Professor or Research Professor; and”

Clause 11.d Pathways and English Language Centre salary scale has been inserted:

The following salary scale shall apply to Pathways and English Centre Teachers covered by this agreement.

Level	1/07/2024	1/07/2025
LP01	73,166	75,727
LP02	76,062	78,724
LP03	78,958	81,722
LP04	81,863	84,728
LP05	84,878	87,849
LP06	88,516	91,614
LP07	92,152	95,377
LP08	94,084	97,377
LP09	96,753	100,139
LP10 Bar	100,136	103,641
LP11	102,092	105,665
LP12	104,760	108,427
LP13	107,437	111,197

Progression and Promotion for Pathways and Languages are as outlined in the Pathway and Language Centre Policy for Progression & Promotion.

SECTION 12. SUPERANNUATION

Section 12.a has been amended to read as follows:

“You may be eligible to join the Universities’ superannuation scheme: UniSaver New Zealand in accordance with the provisions of that Scheme. You can check your eligibility and if appropriate apply at <https://www.unisaver.co.nz/joining/>

Section 12.b has been amended to read as follows:

“The University is a KiwiSaver exempt employer which means we will not enrol you automatically for KiwiSaver when you commence employment. If you wish to join KiwiSaver complete the appropriate KiwiSaver application form www.kiwisaver.govt.nz and return it to Payroll.”

SECTION 13: LEAVE

Additional paragraphs 2 and 3 are added to Clause 13.c.iii (Sick Leave):

“To support people’s return to work from parental leave, in addition to the above, any person who becomes a primary carer (or the nominated primary carer in the case of two primary carers) under the University’s Parental Leave Policy will be provided with a one-off allocation of 10 days of sick leave. This leave will be available until used.

For existing staff, this leave will be applied automatically once parental leave commences. New staff who meet the primary carer definition will need to contact HR Services for the 10 days to be added.”

Clause 13.d. been amended to read:

“Parental Leave shall be granted in terms of the University’s Parental Leave Policy”

Coverage of Clause 13.g. has been amended:

“Research and Study Leave Policy (Not applicable to Postdoctoral Fellows)”

SECTION 14: PAE TATA 2030 & MĀORI STRATEGIC FRAMEWORK 2030

A new Section 14 is added and the following sections are renumbered:

“Both parties recognise the University’s commitment to honour and give effect to Te Tiriti o Waitangi, as expressed in Vision 2040, Pae Tata 2030 and the Māori Strategic Framework 2030.

We will support and encourage staff to develop an understanding of Te Tiriti o Waitangi and to engage fully in the implementation of our strategic priorities and goals of Pae Tata - the Whakamana i Te Tiriti o Waitangi domain in particular - and the Māori Strategic Framework within the University community. www.otago.ac.nz/maori/otago/”

SECTION 15: PACIFIC STRATEGIC FRAMEWORK

A new Section 15 is added and the following sections are renumbered:

“Both parties recognise the University’s commitment to its obligations to Pacific Peoples in New Zealand and the Pacific region under the Pacific Strategic Framework.

We will support and encourage you to develop an understanding of these documents and engage fully in the implementation of the strategic goals of the Pacific Strategic Framework within the University community. https://www.otago.ac.nz/_data/assets/pdf_file/0014/211217/the-university-of-otago-pacific-strategic-framework-2022-2030-088124.pdf”

APPENDIX B – EMPLOYMENT RELATIONSHIP PROBLEM RESOLUTION PROCESS

Clause 6 been amended to read the following:

“If your employment problem is a personal grievance (i.e. unjustified dismissal, unjustifiable disadvantage, discrimination, duress, sexual or racial harassment), for reasons other than sexual harassment, you have 90 days from the time the problem occurred, or became known by the employee, to raise the grievance with the employer.

The timeframe in which to raise a personal grievance due to sexual harassment is 12 months”

APPENDIX C: TUTORS AND DEMONSTRATORS – TERMS & CONDITIONS

Tutor and Demonstrators terms and conditions have been inserted into the agreement:

1. Employment Category

Tutors or Demonstrators are students who work under the supervision of an academic staff member. Tutors or Demonstrators are employed primarily to teach during the academic year in an assigned number of tutorials or laboratories. They may be required to mark and return assessed work or co-ordinate a group of other tutors or demonstrators. It is expected that most tutors and demonstrators will be appointed at the beginning of the first or second semester, although this may vary.

2. Duties

Duties are provided in the Tutor & Demonstrator Role Description.

Departments may vary the role descriptions to suit their needs prior to appointment.

Specific duties will be explained as part of the roster or for a particular task. Your duties include carrying out all reasonable instructions the University gives you. Minor changes to your duties can be made by the University, while significant changes can be made only after consultation with you.

3. Location

Your duties will usually be carried out on Campus. The location may vary dependent on the teaching or demonstrating requirements and facilities.

4. Fixed term

- a. The reasons for your employment being for a fixed term are set out in your letter of offer.*
- b. Nothing contained or implied in this agreement should be taken to suggest your employment will continue beyond the end of the fixed term unless the University offers in writing to extend this agreement or to enter into a new agreement.*
- c. If you are appointed to a Tutor or Demonstrator, you must advise your supervisor of any reduction in your student EFT, or if you reduce, cease or withdraw from study.*

5. Hours of work

- a. In each fortnightly pay period during a semester you will be expected to work the minimum hours ("Expected Hours") outlined in your letter of offer, some or all of which will be worked at specified times during the normal hours of work.*
- b. You may be asked to work additional hours beyond the minimum specified above.*
- c. The hours of work will normally be between 7am and 7pm, Monday to Friday.*
- d. In some instances, your normal hours of work may be specified outside of these hours.*

6. Breaks

You will be entitled to paid rest breaks and unpaid meal breaks based on the number of hours worked. Rest breaks are 10 minutes and meal breaks are 30 minutes. Breaks will be taken at times agreed to by the University and you or when the law says breaks must be taken.

7. Pay

You will be paid fortnightly for time worked at the hourly rate specified in your letter of offer on submission of a properly authorised timesheet.

9. Salary Scale

Each Tutor and Demonstrator position will be paid at the level that aligns with the requirements for that position. This salary scale is applied as per the University Tutors and Demonstrators Guidelines.

Steps	Hourly Rate Effective 1 January 2025	Hourly Rate Effective 1 January 2026
TUTDM 01	26.33	27.25
TUTDM 02	28.40	29.39
TUTDM 03	30.47	31.54
TUTDM 04	34.80	36.01

10. Holiday Pay

Due to your employment being for a fixed term of less than 12 months it is not practicable to provide you with paid annual holidays. Instead your holiday pay will be paid with your regular pay at a rate of 8% on top of your gross earnings.

11. KiwiSaver

As the University is a KiwiSaver exempt University it will not enrol you automatically. However if you wish to join, please complete the KS2 application form available from the Inland Revenue Department at www.kiwisaver.govt.nz and return it to HR Payroll who will start the deductions.

12. Public Holidays

- a. If you don't work on a public holiday, you will get a paid day off if a public holiday falls on a day that would otherwise be a working day for you.
- b. You will not work on a public holiday unless you are specifically asked to do so. If you do work on a public holiday, you will be paid for the time actually worked at your usual rate of pay plus half that amount again.
- c. If that public holiday falls on a day on which you have usually worked, you will also be provided with a whole paid days leave on an alternative day to be agreed between University and you. If no agreement is reached the University can decide the date of the alternative holiday and provide you with 14 days' notice of that date.

13. Sick Leave

- a. Once you have worked for the University for six months, up to 10 days of that sick leave will be paid.
- b. You can take sick leave due to your own illness or injury, or to care for your partner or another dependent person who is sick or injured. You must tell your supervisor if you are going to be on sick leave as soon as you can (before your usual start time, if possible).
- c. The University may require proof of sickness or injury at any time if you take, or have asked for, sick leave. The University will tell you as soon as possible that proof is required. If you have been sick or injured for three or more calendar days in a row — or are taking sick leave that is more than the legal minimum — you must get a medical certificate at your own cost.
- d. If you have been sick or injured for less than three full days in a row and the University requires a medical certificate, the University will pay for you to get a medical certificate or arrange for it to be provided through Student Health services.

14. Bereavement/Tangihanga Leave

- a. Once you have worked for the University for six months you are entitled to take up to 3 paid days of bereavement leave on each occasion of the death of an immediate family member, e.g. parent, child, spouse or partner, grandparent, grandchild, sibling, or parent-in-law.

- b. You can also take 1 paid day after the death of another person if the University accepts that you have suffered a bereavement.
- c. As soon as you can, you must tell your supervisor of your relationship to the person who has died, and the dates you wish to be away from work. The University will make a decision quickly, so you have as much time as possible to make necessary arrangements.

15. Family violence leave

- a. Once you have worked for the University for six months you can take up to 10 paid days off a year to deal with the effects of family violence if:
 - You are affected by family violence.
 - a child living with you — no matter how often — is affected by domestic violence.
- b. There is no time limit on when the abuse occurred.
- c. You must tell your supervisor if you are going to take family violence leave as soon as you can (before your usual start time, if possible).

16. Parental leave

You may become entitled to take parental leave under the Parental Leave and Employment Protection Act 1987 during the course of your employment. See <https://www.employment.govt.nz/leave-and-holidays/parental-leave/eligibility/> for eligibility criteria

17. University Policies

- a. You are required to comply with the policies of the University of Otago including the University's the Ethical Behaviour Policy, the Code of Student Conduct, the Sexual Misconduct Policy, Smoke- Free Policy, and the Health and Safety Policy. ' You can either view these online at <https://www.otago.ac.nz/staff/policies> or ask your supervisor to provide them.
- b. You must familiarise yourself with these policies and follow them at all times. The University may introduce new policies or procedures, or change or cancel existing ones, but must give reasonable notice of any changes. If you don't follow the policies and procedures, the University might take disciplinary action.

18. Pae Tata 2030 & Māori Strategic Framework 2030

- a. Both parties recognise the University's commitment to to honour and give effect to Te Tiriti o Waitangi, as expressed in Vision 2040, Pae Tata 2030 and the Māori Strategic Framework 2030.
- b. We will support and encourage staff to develop an understanding of Te Tiriti o Waitangi and to engage fully in the implementation of our strategic priorities and goals of Pae Tata - the Whakamana i Te Tiriti o Waitangi domain in particular - and the Māori Strategic Framework within the University community. www.otago.ac.nz/maori/otago/

19. Pacific Strategic Framework

- a. Both parties recognise the University's commitment to its obligations to Pacific Peoples in New Zealand and the Pacific region under the Pacific Strategic Framework.
- b. We will support and encourage you to develop an understanding of these documents and engage fully in the implementation of the strategic goals of the Pacific Strategic Framework within the University community. https://www.otago.ac.nz/_data/assets/pdf_file/0014/211217/the-university-of-otago-pacific-strategic-framework-2022-2030-088124.pdf

20. Conflict of interest

- a. You agree that you have read the Conflicts of Interest Policy at <https://www.otago.ac.nz/staff/policies/policy-collection/conflicts-of-interest-policy> and disclosed all potential conflicts of interest of which you are aware.
- b. If after accepting the offer of employment you become aware of any potential conflict between your interests and the University's business, or an issue with the potential to affect your work performance, you must immediately tell the University. You and the University will discuss the issue and work out together whether it is a real conflict of interest.

- c. *Should you obtain additional employment during the term of this agreement (whether or not it is within the University) you are required to advise your supervisor to ensure that potential conflicts are assessed and managed appropriately.*

21. Confidentiality

During the term of employment and at all times thereafter you must 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 must not make use of any information or documents to which you have access during your employment at any time except on behalf of the University.

22. Health & safety

- a. *Both you and the University must meet obligations under the Health and Safety at Work Act. The University's obligations include:*
- *providing and maintaining a safe working environment for employees and others in the workplace*
 - *providing and maintaining facilities for the welfare of employees while at work*
 - *providing all necessary training and instructions to employees*
 - *making sure machinery and equipment is safe*
 - *making sure working arrangements are not hazardous*
 - *providing procedures to deal with work emergencies*
 - *making sure employee engagement and participation processes in relation to health and safety are in place.*
 - *consulting and cooperating with other businesses operating in the same workplace(s) to keep everyone safe and healthy.*
- b. *You must follow the University's health and safety policies, rules and procedures. You will take reasonable care to look after your own health and safety at work, your fitness for work, and the health and safety of others. Examples of how you can take reasonable care include:*
- *following all reasonable health and safety rules and instructions*
 - *participating in health and safety discussions*
 - *exercising your right to refuse to do unsafe work*
 - *taking reasonable care that your actions (or inactions) do not cause harm, or risk of harm, to yourself or others*
 - *not reporting for duty under the influence of alcohol or drugs that impair your performance or fitness for work*
 - *wear all necessary personal protective equipment and clothing.*
- c. *You must report any potential risks, incidents and near misses so the University can investigate, and eliminate or minimise harm or risk of harm.*
- d. *Failure to follow reasonable health and safety rules may be considered serious misconduct.*

23. Internet & Social media use

- a. *You will have internet access as part of your job. That access must not be used to access or distribute material that could reasonably be considered offensive, illegal, or contrary to the University's policies or best interests.*
- b. *Any business social media or email accounts, and associated followers or contacts, are the University's property.*
- c. *A reasonable level of personal internet use at work is acceptable if it does not affect your ability to do your job.*

24. Termination

Either party may terminate this Agreement by giving two weeks' notice in writing to the other, except that the University can terminate this agreement without notice for serious misconduct.

25. Serious Misconduct

Serious misconduct is behaviour that fundamentally compromises the University's trust and confidence in you. Serious misconduct includes, but is not limited to:

- *theft*
- *sexual or other assault*
- *harassment of a work colleague, resident, or visitor*
- *use of illegal drugs at work*
- *repeated failure to follow a reasonable instruction*
- *deliberate destruction of the University's property*
- *actions that seriously damage the University's reputation*
- *serious breach of the University's policies and procedures.*

26. Abandonment of Employment

If you are absent from work for more than three days without written permission from your supervisor, and reasonable efforts to contact you have been unsuccessful you may be considered to have abandoned your employment in which case this Agreement will terminate without notice.

27. Medical incapacity

- a. The University may ask you to be examined by a registered medical practitioner, at the University's cost if the University has reasonable grounds to believe you are unwell and not able to carry out your duties.*
- b. If the University considers you may be unable to work due to illness, then information may be required from a medical practitioner to determine:*
 - *if you are medically fit perform your duties safely and effectively; and if not .*
 - *the likelihood of you being able to return to work within a reasonable timeframe.*
- c. You are entitled to refuse a medical examination or allow the relevant results to be shared with the University. If this happens, the University will base any decision as to whether you are well enough to continue in your role on the information that is reasonably available to it at the time.*
- d. If the University decides on reasonable grounds following consultation with you that you are no longer able to carry out your duties safely for medical reasons and are unlikely to recover within a reasonable time frame having regard to your health and the University's ability to hold your position open, your employment may be terminated for medical incapacity on such terms as the University considers reasonable in the circumstances at the time.*

28. Force Majeure

If a natural disaster, workplace fire, flood or other similar major event beyond the University's control makes it impossible for your employment to continue, your role will end with notice. Where practicable, the University will consult with you before exercising this clause.

29. Ending employment

You must immediately return any of the University's property and information on or before your final day of employment. This includes, but is not limited to, any hard and soft copy files, confidential information, IT devices, access cards, keys, vehicles and workplace equipment, e.g. tools or PPE. You must also stop using passwords and codes for the University's systems.

30. Employment Relationship Problems

The University of Otago plain language explanation of the employment relationship resolution process is attached (Appendix B) and forms part of this employment agreement. It is also available online at www.otago.ac.nz/humanresources