

Fixed Term Individual Employment Agreement

Includes Post-Doctoral Fellows, Research Associates, and Research Fellows.

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The Parties

The parties to this employment agreement are:

**Vice-Chancellor, the University of Canterbury, the "Employer" or the "University";
and**

The Employee as per the letter of Offer of Employment.

1 Application of Agreement

- 1.1 This Agreement is an Individual Employment Agreement (the "Agreement") entered into under the Employment Relations Act 2000. It shall be governed by the laws of New Zealand.
- 1.2 This Agreement and the offer letter contain the whole of the terms and conditions between the parties and supersede and replace any previous representations, understandings or arrangements.
- 1.3 Any of the terms and conditions of employment may be changed at any time by agreement between the parties. Such agreed changes will not take effect until recorded in writing.
- 1.4 This agreement will commence on and finish as per the dates/events specified in the First Schedule. The parties agree that this is a fixed term employment agreement but may agree an earlier end date. No undertaking of further employment is made or implied after the date of this fixed term, and no compensation is payable when the fixed term expires.
- 1.5 Although the Employee's employment will expire at the end of the term of this Agreement, the Employee agrees that if the Employee is subsequently re-employed by the Employer for a further term, the Employee's terms and conditions of employment will be determined in accordance with this agreement, unless a revised agreement is entered into.

2 Position and Duties

- 2.1 The position is set out in the First Schedule.
- 2.2 The Position Description/Schedule of Duties attached to this Agreement sets out the duties required of the position. The University may, after consultation with the Employee, amend those duties, provided such changes are reasonably within the Employee's skills and capabilities.
- 2.3 The Employee may be required from time to time to perform other duties within the Employee's capabilities in addition to those normally undertaken.

3 Place of Work

- 3.1 The Employee should perform duties at sites of the University of Canterbury, but may be required to work at other locations from time to time as required by the Employer.

4 Hours of Work

- 4.1 The Employee's normal work hours are set out in the First Schedule.
- 4.2 The Employee's hours of work may be varied by mutual agreement between them and the University. If agreement cannot be reached following consultation with the Employee, the University shall act reasonably when hours are varied; including taking into account the Employee's wishes.
- 4.3 The employee may be required to work extra hours as required to meet the reasonable requirements of the position or of the University.
- 4.4 Punctuality is important. If the Employee is not able to attend work on any particular day or will be late for work, the Employee shall ensure the University is advised as soon as possible.
- 4.5 The Employee's remuneration fully compensates the Employee for all hours worked.

5 Obligations of the Relationship

5.1 Obligations of the Employer

- 5.1.1 Act as a good Employer in all dealings with the Employee. A good Employer is one who operates a personnel policy which is consistent with the fair and proper treatment of its Employees in all aspects of employment;
- 5.1.2 Deal with the Employee in good faith in all aspects of the employment relationship;
- 5.1.3 Take all practicable steps to provide the Employee with a safe and healthy work environment.

5.2 Obligations of the Employee

- 5.2.1 Comply with all reasonable and lawful instructions provided by the University;
- 5.2.2 Perform duties with all reasonable skill and diligence;
- 5.2.3 Conduct duties in the best interests of the University and the employment relationship;
- 5.2.4 Deal with the University in good faith in all aspects of the employment relationship;
- 5.2.5 Take all practicable steps to perform the job in a way that is safe and healthy for themselves and fellow employees.

6 University Codes, Rules, Policies, Procedures and Manuals

- 6.1 The Employee agrees to comply with all codes, rules, policies, procedures and manuals that the University has in place, and these may be varied by the University from time to time, at its discretion.
- 6.2 This material is located in the [UC Policy Library](#) and the Employee is expected to be familiar with that material.

7 Use of Internet and Email

- 7.1 The Employee will have access to email and the Internet in the course of employment. The Employee shall ensure that at all times the use of the email and Internet facilities at work meets the ethical and social standards of the University.
- 7.2 Whilst a reasonable level of personal use is acceptable to the Employer, this must not interfere with the Employee's employment duties or obligations, and must not be illegal or contrary to the interests of the Employer.
- 7.3 The Employee shall also comply with all email and Internet policies as updated by the Employer from time to time.

8 Health and Safety

- 8.1 The parties shall comply with the obligations under the Health and Safety at Work Act 2015 and any amending or substituting Acts. This includes the University taking all practicable steps to provide the Employee with a healthy and safe working environment. The Employee shall comply with all directions and instructions from the University regarding health and safety and shall also take all reasonable steps to ensure that in the performance of employment the Employee does not undermine the Employee's health and safety or the health and safety of any other person.
- 8.2 To maintain a safe working environment the Employee is required to comply with the University's health and safety policies, procedures and rules, and take all practicable steps to ensure fitness for work and the safety and the safety of others while at work and that no action or inaction by the Employee causes harm to any person.
- 8.3 If the Employee is engaged in Visual Display Unit (VDU) duties for at least fifty (50) per cent of normal working time, the Employee may be entitled to a subsidised eye test and a contribution to cost of prescription lenses provided the Employee meets the relevant eligibility criteria in the UC Guideline: Subsidised Eye Tests located in the HR Toolkit, as updated from time to time.

9 Employee Assistance Programme (EAP)

- 9.1 The Employer has a confidential Employee Assistance Programme (“EAP”) in place. In the event the Employee considers that they require or could benefit from EAP support they should feel free to contact the provider directly. Participation in EAP is available to all continuing employees, and fixed term employees who are employed for six (6) month or more. In all cases, participation is completely voluntary and confidential.
- 9.2 Where the Employer has reasonable grounds for concern regarding the Employee's wellbeing, it shall be entitled to suggest that the Employee contact EAP.

10 Professional Development

- 10.1 The Professional Development and Review process (“PD&R”) is a key element in assisting employees to achieve and contribute to the University’s performance and is applicable to continuing employment or fixed term employment of 12 months or more.

11 Remuneration

- 11.1 The remuneration is as specified in the First Schedule. The salary will not be reviewed during the course of this agreement.

12 Deductions

- 12.1 During the Employee’s employment or upon termination of employment, the Employee authorises the University to make deductions from the Employee’s pay (including holiday pay) any over-payments, outstanding debts or monies owed by the Employee to the University, the value of any unreturned property, or in the event the Employee fails to give the agreed notice of termination, a sum equivalent to the remuneration that would have been payable over the period of notice.

13 Travel

- 13.1 The Employee agrees to travel for business related activity as may be required by the University.
- 13.2 All work related travel must be approved in advance by the Employee’s Manager.

14 Reimbursement of Expenses

- 14.1 The Employee shall be entitled to reimbursement by the Employer of all prior approved expenses, reasonably and properly incurred by the Employee in the performance of duties, provided the Employee produces appropriate receipts to the Employer when requesting reimbursement.

15 Superannuation

- 15.1 The University of Canterbury offers employees a retirement savings scheme in the form of the UniSaver that meets the complying fund requirements of the KiwiSaver Act 2006 for exempt employer status. As a result the University has been granted exemption from the automatic enrolment provisions of the KiwiSaver Act 2006, by the Government Actuary.
- 15.2 If at any time the Employee enters into the UniSaver and/or a KiwiSaver scheme, then the Employee agrees that all contributions (both employer and employee) will come out of the total remuneration.

16 Holidays and Leave Entitlements

16.1 Public Holidays

- 16.1.1 The Employee will be entitled to Public Holidays in accordance with the Holidays Act 2003 and any amending or substituting Acts. Refer to [Public holidays and anniversary dates | New Zealand Government \(www.govt.nz\)](http://www.govt.nz) for details.
- 16.1.2 In the event that the Employee is required to work on a public holiday, the Employee will be paid at the rate of time and a half of the relevant daily pay in relation to the time actually worked. In the event that the public holiday worked would otherwise be a working day for the Employee, the Employee will be entitled to an alternative holiday on pay.

16.2 University Holidays

- 16.2.1 The Employee will be entitled to a paid holiday if the Employee would normally work on any of the five (5) University Holidays which are days when the University is shut, namely Easter Tuesday; Christmas Eve (being the last working day before Christmas) and the three (3) working days between Christmas and New Year.

16.3 Holiday Pay or Annual Leave

- 16.3.1 Holiday pay/annual leave shall be as specified in the First Schedule.
- 16.3.2 The Employee is expected to self-manage the leave entitlements. However, to ensure the Employee takes the leave entitlement each year, or part thereof, and to enable the University to monitor the taking of leave, the Employee is required to discuss leave intentions for the year with his or her manager first and then submit the Absence Request/s for the calendar year using the "UC People" system.
- 16.3.3 It is expected that the Employee will take all the accrued leave within the relevant calendar year. However, the Employee may apply, in exceptional circumstances, to carry leave forward into the following calendar year. Prior approval for this must be obtained from the Head of Department/School in writing and this approval must specify the dates on which the leave carried forward will be used in the following calendar year.
- 16.3.4 The Employee's request concerning the timing of leave will be met as far as practicable. However, where this is not convenient to the University, the University may decline to grant leave or may direct the Employee to take leave at a certain time.

16.4 Sick Leave

- 16.4.1 The Employee shall be entitled to five (5) days sick leave during the first six (6) months and a further five (5) days on completion of six (6) months of employment and thereafter ten (10) days sick leave per annum, and may accumulate a maximum of twenty (20) days current entitlement in any year. Sick leave can be taken where the Employee is sick or where the Employee's partner or a person who is dependent on the Employee for care is sick or injured.
- 16.4.2 If the Employee is sick, the Employee must notify the University as soon as possible before the Employee is due to start work, or if that is not practicable, as early as possible thereafter.
- 16.4.3 Where the Employee are in receipt of weekly compensation under the Injury Prevention, Rehabilitation and Compensation Act 2001, the University may, on request from the Employee, pay the difference between that compensation and the Employee's ordinary weekly pay. In such event, the University may deduct from the Employee's current sick leave entitlement one day for every five (5) days that the University makes payment.

16.5 Medical Certificate

- 16.5.1 Where the Employee has taken sick leave and has been absent from work for at least three (3) consecutive calendar days, the Employer shall be entitled to require the employee to provide proof of entitlement to sick leave, at the employee's cost.
- 16.5.2 The Employer shall be entitled to require the employee to provide proof of sickness or injury within the three (3) consecutive calendar days, at the employer's cost. The employer will inform the employee as early as possible that such proof will be required.

16.6 Bereavement Leave

- 16.6.1 After six (6) months' current employment with the University the Employee shall be entitled to bereavement leave in accordance with the Holidays Act 2003 and any amending or substituting Acts.

16.7 Parental Leave

- 16.7.1 The Employee shall be entitled to parental leave in accordance with the Parental Leave and Employment Protection Act 1987.

16.8 Discretionary Leave

- 16.8.1 Any application the Employee may make for discretionary leave, either paid or unpaid, will be given reasonable consideration by the University, but shall be granted only at the University's sole discretion having regard to the requirements of the University's business and operations. Applications for discretionary leave will be considered on grounds including compassionate reasons, undertaking a course of work-related study, or to gain additional work-related experience.
- 16.8.2 Any such leave that is granted by the University shall be on such terms and conditions as the University considers appropriate.

17 Medical Assessment

- 17.1 The University may require a medical examination by a practitioner nominated by the University where:
- 17.1.1 The Employee has been absent from work due to a condition, illness or injury, for the purpose of considering whether the Employee is medically fit to return to work or able to properly perform the role; or
 - 17.1.2 At any other time the University has good reason to believe the Employees physical and/or mental condition may prevent the Employee from safely or properly performing the role.
- 17.2 The Employee agrees that the nominated practitioner responsible for the examination is authorised by the Employee to provide the results in full to the University of any such medical examination.
- 17.3 The University shall meet the costs of the medical examination.
- 17.4 In the event of a refusal to attend an examination, the University will be entitled to make a decision which could, amongst other things, include withdrawing sick leave, preventing return to work and/or terminating for incapacity based on the information the University has.

18 Indemnity

- 18.1 The Employer shall, to the extent permissible under law, indemnify the Employee from and against all actions, claims and demands brought against the Employee by any third party relating to the performance of the Employee's employment, provided that the Employee's actions were in good faith and did not involve recklessness, wilful neglect or any wilful failure to carry out a lawful instruction from the Employer.

19 Confidentiality

- 19.1 The Employee shall not, whether during the currency of this agreement or after its termination for whatever reason, use, disclose or distribute to any person or entity, otherwise than as necessary for the proper performance of the duties and responsibilities under this agreement, or as required by law, any confidential information, messages, data or trade secrets acquired by the Employee in the course of performing services under this agreement.
- 19.2 This includes, but is not limited to, information about the Employer's business.

20 Privacy Obligations

- 20.1 The Employer and the Employee shall comply with the obligations set out in the Privacy Act 1993 and with the Employer’s Privacy Policy. In particular, the Employee must not breach the privacy of any student, employees or other third party during the course of employment.
- 20.2 The Employer may use any information collected about the Employee during employment, to assess any subsequent application for employment made by the Employee (either as an internal applicant or as a former employee of the Employer).

21 Intellectual Property

- 21.1 Any trademark, goodwill, patent, design or copyright work, procedure, process, formula, method of production, invention or other discovery (the “Intellectual Property”) created by the Employee during employment relating to the business of the University or capable of being used or adapted for use by the University, must immediately be disclosed to the University and shall be the absolute property of the University.
- 21.2 Unless otherwise agreed in writing by the University, the Employee will:
- 21.2.1 Automatically transfer all of the Employees rights in the Intellectual Property or creation to the University without the need for any further documentation; and
- 21.2.2 Subject to the University’s Intellectual Property Policy, the Employee will irrevocably waive all moral rights in the Intellectual Property.
- 21.3 Notwithstanding sub-clauses 1 and 2 above, the University may share any benefits of the commercialisation of its Intellectual Property with the Employee in accordance with its Intellectual Property policy as updated from time to time.
- 21.4 Intellectual Property may be assigned to a third party by the University in accordance with the Intellectual Property Policy.

22 Conflict of Interest

- 22.1 The Employee will not be directly or indirectly involved or employed in any business which may compete in any material respect with the business of the University, or affect the performance of the duties under this Agreement, except with the prior written consent of the University. In the event that any potential conflict of interest situation arises, the Employee will notify the University immediately, in writing.

23 Termination

23.1 Notice Period

23.1.1 For fixed term employees notice will be deemed to have been given at the time the appointment is accepted, however the Employee and the Employer may agree an earlier end date with no less than the notice specified in the First Schedule. Payment in lieu of notice may be made at the discretion of the Employer.

23.2 Termination for Serious Misconduct

23.2.1 Notwithstanding any other provision in this agreement, the Employer may terminate this agreement summarily and without notice for serious misconduct on the part of the Employee. Serious misconduct includes, but is not limited to the conduct listed in the [UC Staff Code of Conduct](#).

23.3 Incapacity

23.3.1 If, in the opinion of an independent registered medical practitioner or other appropriate specialist nominated by the University, the Employee is not capable of the proper ongoing performance of the position's duties, the University may terminate the Employees employment by giving notice specified in the First Schedule. Payment in lieu of notice may be made at the discretion of the Employer.

23.4 Abandonment of Employment

23.4.1 In the event the Employee has been absent from work for three (3) consecutive working days without any notification to the University, and the University has made reasonable efforts to contact the Employee, this agreement shall be deemed to have been terminated on the expiry of the third day without the need for notice of termination of employment.

23.5 Obligation on Termination

23.5.1 Each Employee upon termination shall on request be provided within a reasonable period with a certificate of service.

23.5.2 Employees shall return all Employer property immediately on termination, including keys, clothing and equipment.

24 Non-Solicitation

24.1 The Employee shall not, during the term of employment, and for a period of six (6) months from the date of termination of employment whether directly or indirectly, alone or with any other person:

24.1.1 Attempt to encourage or persuade any of the University's clients, suppliers, or customers to terminate or restrict trade relations with the University;

24.1.2 Solicit or endeavour to entice away from the University, employees, students, customers of, or contractors to, the University.

24.2 The restrictions in this clause shall survive termination of this Agreement.

- 24.3 The Employee acknowledge that the restraints contained in this clause are:
- 24.3.1 Intended to apply to the maximum extent;
 - 24.3.2 Significant to the University’s decision to enter into this Agreement; and
 - 24.3.3 Fair and reasonable in all the circumstances with regard to the subject matter, area, and duration and are reasonably necessary for the University to protect itself.

25 Suspension

- 25.1 The University, after discussing the matter of suspension with the Employee, may suspend the Employee either on pay or without pay:
- 25.1.1 While investigating an allegation of misconduct by the Employee, or any breach of this Agreement; or
 - 25.1.2 Where, because of a condition, illness, or injury, the University believes that the Employee may constitute a hazard or be likely to cause harm to the Employee, or to others.

26 Restructure and Redundancy

- 26.1 Redundancy is where the Employees position is terminated because it has become superfluous to the needs of the University.
- 26.2 The University will consult with the Employee and provide the Employee the opportunity to give feedback, before making the decision that the position is redundant.
- 26.3 In the event that the Employees employment is terminated due to redundancy, no compensation is payable and the Employee will be given one month’s notice or pay in lieu of notice.
- 26.4 Where the Employees position is terminated by reason of the sale, reorganisation, restructure, merger, amalgamation or transfer of the whole or any part of the University’s business, and the Employee is offered employment on terms which are generally no less favourable than the terms and conditions of employment with the University (or any other terms the Employee accept) with continuous service, the Employee shall not be entitled to any notice of redundancy or redundancy compensation.

27 Employment Protection Provision

- 27.1 If the University proposes to restructure (as defined in section 69L(1) of the Employment Relations Act 2000), and the proposal may result in the Employee’s work being performed for a new employer, the University will as soon as is reasonably practicable, taking into account the commercial and confidentiality requirements of the business, commence negotiations with the other party involved in the restructuring (the “Other Party”).

- 27.2 Before arriving at any decision to proceed with a restructuring of its business the University will, if the continuation of employment is likely to be adversely affected as a result, give the Employee access to relevant information that is not confidential or commercially sensitive and a reasonable opportunity to comment on such information.
- 27.3 In the event of a restructuring or intended restructuring, the process that the University will follow in its negotiations with the Other Party will be aimed at minimising as far as practicable the impact of change on the Employee, if the Employee is affected.
- 27.4 In those negotiations, the University will, subject to any statutory, commercial confidence or privacy issues:
- 27.4.1 Provide the Other Party with all information about the Employee, including details of the terms and conditions of the Employees employment; and
 - 27.4.2 Encourage the Other Party to offer the Employee employment on generally no less favourable terms and conditions of employment than those the Employee currently enjoys with the University; and
 - 27.4.3 Encourage the Other Party to set up a satisfactory induction process for the Employee in the event that the Employee accepts employment with the Other Party.
- 27.5 In the event that the Other Party does offer the Employee employment on terms and conditions which are generally no less favourable, then the Employee will not be entitled to notice of termination of employment or any redundancy compensation from the University, whether or not the Employee accepts the offer or employment from the Other Party.
- 27.6 In the event that the Other Party offers the Employee employment on terms and conditions which are generally less favourable or does not offer the Employee employment, then the Employee will be given notice of termination of employment as specified in the First Schedule, and will receive redundancy compensation if otherwise provided for in the redundancy provisions of this agreement.

28 Resolution of Employment Relationship Problems

- 28.1 Where the University is advised of the existence of an employment relationship problem (the "problem") by the Employee, the University will discuss and attempt to resolve the problem directly with the Employee, in the first instance.
- 28.2 If the problem cannot be resolved between the parties directly, the Employee or the University may refer the problem to the Ministry of Business innovation and Employment for mediation. Where the problem cannot be resolved through mediation, the Employment Relations Authority may be asked to investigate and determine the problem.
- 28.3 If the Employee believes he or she has a personal grievance (the "grievance"), the Employee must raise this grievance with the University within ninety (90) days from the date of the alleged action giving rise to the grievance, or when the grievance came to his or her notice, whichever is the later.

29 Waiver and Severability

- 29.1 No waiver of any breach of any term of this Agreement shall be effective unless that waiver is in writing and signed by the party against whom that waiver is claimed.
- 29.2 No waiver of any breach shall be or be deemed to be a waiver of any other or subsequent breach.
- 29.3 If any term, clause or provision of this Agreement or the application thereof is or is deemed to be judged invalid or unlawful for any reason whatsoever, it shall not invalidate the validity or application of any other term, clause or provision, and shall be deemed severed from this Agreement without affecting the validity of this Agreement.