

Individual Employment Agreement

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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 The Parties agree that the nature of the relationship is a casual "as required" employment relationship.
- 1.5 Nothing in this agreement creates a commitment by either party, to an ongoing employment relationship beyond the terms and conditions of this agreement.

2 Position and Duties

- 2.1 The position is set out in the Letter of Offer.
- 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 hours of work will be as agreed between the Employee and the University, with no set amount of hours. The University agrees to provide reasonable notice to the Employee regarding when the Employee will be requested to work. The Employee is not obliged to agree to a request to work.

In the unlikely event that an agreed shift is to be cancelled by the Employer, the Employee can generally expect to be notified no later than 18 hours before the commencement of the shift. Failing that, the Employee will still be paid for the cancelled shift up to a maximum of 3 hours pay.

- 4.2 Punctuality is important. If the Employee is not able to attend work on an agreed day or the Employee will be late for work, the Employee shall ensure the University is advised as soon as possible before the first date of absence or lateness.

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 Health and Safety

- 7.1 The parties shall comply with the obligations under the Health and Safety Work at 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.
- 7.2 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.
- 7.3 Where the University has reasonable grounds to believe that the Employees health is affecting safety at work, or the safety of others in the workplace, the University will take all reasonably practicable steps to ensure safety in the workplace.

8 Employee Assistance Programme (EAP)

- 8.1 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 casual employees. In all cases, participation is completely voluntary and confidential.
- 8.2 Where the Employer has reasonable grounds for concern regarding the Employee's wellbeing, it shall be entitled to suggest that the Employee contact EAP.

9 Remuneration

- 9.1 The Employee's hourly rate of pay is specified in the Letter of Offer.

10 Deductions

- 10.1 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.

11 Reimbursement of Expenses

- 11.1 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.

12 Superannuation

- 12.1 The Employee may elect to participate in KiwiSaver if eligible, in which case, the Employer will provide KiwiSaver benefits (including Employer contributions) to the Employee in accordance with its obligations under the KiwiSaver Act 2006 (as amended from time to time).
- 12.2 If at any time the Employee enters into the UniSaver and/or a KiwiSaver scheme, then all employer superannuation contributions will be treated as salary/wages and taxed via PAYE. More information about the University's superannuation processes can be found in the [Benefits drawer](#) of the [HR Toolkit](#) (*staff access only*).

13 Holidays and Leave Entitlements

13.1 Public Holidays

- 13.1.1 The Employee will be entitled to Public Holidays in accordance with the Holidays Act 2003 and any amending or substituting Acts. The recognised public holidays are New Year's Day, the day after New Year's Day, Waitangi Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Canterbury Show Day, Christmas Day and Boxing Day.
- 13.1.2 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.

13.2 University Holidays

- 13.2.1 University Holidays 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.
- 13.2.2 The employee shall not be entitled to a paid holiday on any of the five (5) University Holidays unless required to work in agreement with the Employee's Supervisor / Manager. An employee who is required to work on a University Holiday will be paid for the time actually worked at the rate of their ordinary hourly rate.

13.3 Holiday Pay or Annual Leave

- 13.3.1 Holiday pay is specified in the Letter of Offer.

13.4 Sick Leave

- 13.4.1 The Employee will be entitled to sick leave if the Employee has worked for six (6) months at an average of at least 10 hours per week, including at least one hour per week or forty (40) hours per month. Once the Employee has qualified for such leave they will be entitled to ten (10) days sick leave per year. Sick leave entitlements can be accumulated from year to year up to a maximum entitlement of twenty (20) days. Sick leave may be taken when the Employee is sick or injured or when a person dependant on the Employee for care is sick or injured.

- 13.4.2 If the Employee takes sick leave the Employee must notify the University as soon as possible before they are due to start work, or if that is not practicable, as early as possible thereafter.
- 13.4.3 When the Employee is in receipt of weekly compensation under the Injury Prevention, Rehabilitation and Compensation Act 2001 and any amending or substituting Acts, the University may, on request from the Employee, pay the difference between that compensation and the Employees ordinary weekly pay. In such an 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.

13.5 Medical Certificate

- 13.5.1 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.
- 13.5.2 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.

13.6 Bereavement Leave

- 13.6.1 The Employee will be entitled to bereavement leave in accordance with the Holidays Act 2003 and any amending or substituting Acts if the Employee has worked for six (6) months at an average of at least ten (10) hours per week, including at least one hour per week or forty (40) hours per month.

13.7 Parental Leave

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

14 Indemnity

- 14.1 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.

15 Confidentiality

- 15.1 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.
- 15.2 This includes, but is not limited to, information about the Employer's business.

16 Privacy Obligations

- 16.1 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.
- 16.2 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).
- 16.3 If the Employee's duties include assisting the delivery of a course, then course evaluations and surveys may be conducted by the Employer. If so, such information will be gathered and retained for the purposes of the Employer evaluating the Employee's performance and/or the effectiveness of the course in general.

17 Intellectual Property

- 17.1 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.
- 17.2 Unless otherwise agreed in writing by the University, the Employee will:
- 17.2.1 Automatically transfer all of the Employees rights in the Intellectual Property or creation to the University without the need for any further documentation; and
 - 17.2.2 Subject to the University's Intellectual Property Policy, the Employee will irrevocably waive all moral rights in the Intellectual Property.
- 17.3 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.
- 17.4 Intellectual Property may be assigned to a third party by the University in accordance with the Intellectual Property Policy.

18 Conflict of Interest

- 18.1 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.

19 Termination

19.1 Notice Period.

- 19.1.1 This Agreement may be terminated by either party with at least one week's notice.
- 19.1.2 The University may make payment in lieu of any notice period.

19.2 Termination for Serious Misconduct

- 19.2.1 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](#).

20 Non-Solicitation

20.1 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:

- 20.1.1 Attempt to encourage or persuade any of the University's clients, suppliers, or customers to terminate or restrict trade relations with the University;
- 20.1.2 Solicit or endeavour to entice away from the University, employees, students, customers of, or contractors to, the University.

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

20.3 The Employee acknowledge that the restraints contained in this clause are:

- 20.3.1 Intended to apply to the maximum extent;
- 20.3.2 Significant to the University's decision to enter into this Agreement; and
- 20.3.3 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.

21 Suspension

21.1 The University, after discussing the matter of suspension with the Employee, may suspend the Employee either on pay or without pay:

- 21.1.1 While investigating an allegation of misconduct by the Employee, or any breach of this Agreement; or
- 21.1.2 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.

22 Employment Protection Provision

- 22.1 In the event that all or part of the work undertaken by the Employee will be affected by the University entering into an arrangement whereby a new employer will undertake the work currently undertaken by the University, the University will provide information on the proposed arrangement and consider and respond to comments from the employee.
- 22.2 The University will negotiate with the new employer, including whether the affected employees will transfer to the new employer on the same terms and conditions, and will provide the Employee with opportunities to meet and discuss options with a new employer.
- 22.3 Where the Employee either choose not to transfer to the new employer, or are not offered employment by the new employer, the position will be redundant.
- 22.4 In the event of redundancy no compensation is payable.

23 Resolution of Employment Relationship Problems

- 23.1 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.
- 23.2 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.
- 23.3 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.

24 Waiver and Severability

- 24.1 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.
- 24.2 No waiver of any breach shall be or be deemed to be a waiver of any other or subsequent breach.
- 24.3 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.