



UNIVERSITY OF
AUCKLAND
Waipapa Taumata Rau
NEW ZEALAND

Resident Adviser Fixed Term Individual Employment Agreement

November 2025



RESIDENT ADVISER

INDIVIDUAL FIXED TERM EMPLOYMENT AGREEMENT

PARTIES

1. PARTIES

- 1.1 The parties to this agreement are the Vice Chancellor of The University of Auckland (the "Employer"), and the Employee ("You").
- 1.2 The parties enter into this individual fixed term employment agreement pursuant to the Employment Relations Act 2000.

TERM & RESPONSIBILITIES

2. TERM

- 2.1 This is a fixed term employment agreement for the reasons set out in Schedule One of the offer letter.

3. RESPONSIBILITIES

- 3.1 You are employed as a Resident Adviser (RA). The RA position is a fixed-term, part-time, live-in role for student staff members. The RA role supports students to achieve the best they can during their University studies. To achieve this, the RA role provides peer support and contributes to building a sense of community for students. The RA role, helps students access various support services and assists them to engage with clubs and social activities. The RA role also assists the University to offer appropriate support if it is suspected that a student is experiencing personal or studying difficulties. You will be responsible for proactive monitoring of students in accordance with the Proactive Monitoring of Residents – Staff Operations Manual & Standard Operating Procedures.
- 3.2 Your reporting line is detailed in the offer letter. Reporting relationships may be varied from time to time according to the needs of the University.
- 3.3 You will perform the duties set out in the Resident Adviser Position Description. These duties may be modified and updated by the Employer from time to time following consultation with you.

4. MUTUAL RESPONSIBILITIES

- 4.1 During the term of this agreement the Employer shall act as a good employer in all dealings with the Employee.
- 4.2 During the term of employment, you agree to:
 - a) Diligently and faithfully serve the Employer and endeavour to promote and protect the interests of the University, and to act in a collegial manner.
 - b) Carry out and comply with all the Employer's reasonable and lawful directions.
 - c) Diligently perform the duties as agreed between the Employer and you, and fulfil obligations to students.
 - d) Comply with all the University's statutes, guidelines, policies and rules, which

may be amended by the Employer from time to time following appropriate consultation with its employees.

5. LOCATION OF EMPLOYMENT

5.1 You will perform your duties at the Hall of Residence indicated in the letter of offer, and at other locations as directed from time to time by the Employer.

6. WARRANTIES

6.1 You warrant that:

- a) All information provided by you in applying for this position (including representations relating to your qualifications and experience), whether oral or in writing, are true, accurate and complete; and
- b) You have disclosed to the Employer all injuries and illnesses previously suffered that may affect your ability to effectively carry out any of the duties, functions and responsibilities of the position; and
- c) You will advise the Employer as soon as possible of any pending criminal or serious traffic charges throughout the term of employment.

6.2 If the information provided by you is untrue, inaccurate, withheld, incomplete or misleading (or if you disclose information that impacts, or may impact, on your ability to perform your duties and/or brings, or has the potential to bring, the Employer into disrepute), you may face disciplinary action, the outcome of which may include termination of employment.

7. CONDITIONAL OFFER

7.1 In the application process for this position you agreed that the Employer may undertake relevant pre-employment checks. You acknowledge that the Employer has relied on the representations made by or on behalf of you in offering you the position and that had it known that any representations were incorrect it may not have made the offer. Therefore, notwithstanding any other provisions, if, subsequent to this offer, relevant pre-employment checks prove unsatisfactory to the Employer, then that will constitute grounds for disciplinary action and possible dismissal or cancellation of the offer of employment.

8. CONDITIONS OF EMPLOYMENT

8.1 Eligibility to Work

- a) This offer of employment is subject to and conditional on you providing valid documentation of eligibility to work (such as holding a NZ passport/citizenship, or residence / work visa) before commencing employment.
- b) At all times during your employment you must continue to be entitled to perform your duties in NZ, meet the conditions of any visa/permit, and notify the Employer of any change that may affect your entitlement to perform your duties in NZ. The Employer may, in its discretion, require you to take leave without pay or terminate your employment where you fail to meet this provision.

8.2 Full-time Study at University of Auckland

- a) Throughout the term of employment, you must be enrolled as a full-time student at the University of Auckland and be committed to meeting the course requirements and must complete and achieve at least 30 points in

each semester.

- b) You must discuss with and seek approval from the Employer where you are unlikely to meet the requirements in paragraph 8.2(a). The Employer may, at its sole discretion, grant such approval and set other conditions to be met by you.

8.3 Residence in University Accommodation

- a) You will be required to reside at the Hall of Residence indicated in the letter of offer in accordance with the Residential Agreement and the Residential Rules throughout the term of employment.
- b) You must pay your accommodation fee by automatic payment, as per the Residential Agreement Fee Schedule.
- c) You may be required to work and reside at any of the other University Accommodation locations on a temporary or permanent basis as required by the Employer. The Employer will consult with any employee who may be considered for a transfer prior to making the decision.

8.4 In the Event of a Lockdown

- a) Student accommodation is an essential service and therefore it remains in operation regardless of lockdown. As a result, staff employed in a Residential Advisor (RA) positions in student accommodation are considered to be 'essential workers'.
- b) As outlined in this employment agreement RAs are required to reside in the relevant Hall of Residence indicated in the letter of offer. This requirement along with all employment related obligations continue regardless of lockdown for both parties; for staff and for the Employer.
- c) As with any other essential staff employed by the Employer, RAs who want to return home for the duration of any lockdown, will be given permission to do so only in exceptional circumstances as set out in the RA handbook under the section of RAs being essential workers in accommodation.

8.5 The Employer may terminate this agreement where you fail to meet any of the conditions outlined in clause 8.

9. COMPLIANCE AND INTEGRITY

- 9.1 You must ensure you are familiar with the Residential Contract and the Residential Rules, and any modifications and amendments made to those documents by the Employer from time to time.
- 9.2 You agree to diligently enforce, promote awareness of and adherence to, and to personally comply with, the Residential Contract and the Residential Rules.
- 9.3 You acknowledge that the Resident Adviser role requires a high level of trust and confidence from the Employer and residents. You must act, and must be seen to be acting, fairly, professionally and impartially in carrying out the duties, functions and responsibilities of the role. You must maintain appropriate boundaries and refrain from conduct and behaviour that may compromise your impartiality, professionalism and integrity.
- 9.4 Without limiting clause 9.3, you must not, directly or indirectly:
 - a) exploit, misuse or abuse any power, authority or advantages of the position;
or

- b) demand, claim, solicit, receive or accept any fee, gratuity, emolument, reward, benefit, gift, favours or payment of any kind from any person or entity for personal benefit or the benefit of any person or entity, without the Employer's express consent.

HOURS OF WORK, ROSTERS, ROLL-CALL EXPECTATIONS & TRAINING

10. HOURS OF WORK

- 10.1 Your standard hours of work are specified in your offer letter.
- 10.2 You may have the opportunity to take up other additional hours over and above your standard hours. The process for letting you know about additional hours that may be available will be explained to you during training.

11. ROSTERS

- 11.1 You will be rostered and required to work each fortnight to undertake roll-call and associated duties.
- 11.2 You will also be required to undertake check-in and check-out of residents, Inter-Residential events, Open Day and other notified events. These days will be notified to you in advance and included in your rostered standard hours.
- 11.3 You agree to work in accordance with the rosters determined by the Employer. The rosters will specify the dates and times when you are to work. The dates and times may include work after ordinary business hours, during weekends and Public Holidays.
- 11.4 Unless there are exceptional circumstances, rosters will be provided to you at least 14 days in advance. The rosters may be varied to manage absences and unforeseen circumstances, provided you receive 24 hours' notice of any variations that affect you. The Employer will act fairly when varying the roster and will consider your study commitments. If the Employer is unable to provide the specified notice, you will be paid for the previously rostered shift.

12. ROLL-CALL EXPECTATIONS

- 12.1 You agree to undertake roll-call and associated duties every week.

13. TRAINING

- 13.1 You agree to attend a ten-day training period at the start of your employment. You will be paid for 40 hours for each week of training and you are required to live in University Accommodation during this time.

REMUNERATION

14. REMUNERATION

- 14.1 Your hourly rate is specified in your letter of offer. This hourly rate will apply for all hours you work. This rate compensates you for your availability to perform, and performance of, these additional hours.
- 14.2 Your remuneration will be paid fortnightly in arrears by direct credit to your bank account.

15. DEDUCTIONS

- 15.1 You agree that deductions may be made from your remuneration, including final pay and holiday pay, for time lost through sickness or accident not covered by sick leave, unauthorised absence, non-return or damage of University property, default by you, holidays taken in advance, overpayment of salary, outstanding debts or money owed to the University by you. You agree that deductions made for these purposes are reasonable. The Employer will consult with you before making any specific deduction from your wages or termination payment in accordance with this clause.
- 15.2 If the money due to you is not enough to cover any amount to be deducted, you agree to immediately pay the difference to the Employer.

16. SUPERANNUATION AND KIWISAVER

- 16.1 The University of Auckland is an exempt Employer and, although you can choose to join KiwiSaver, you will **not** automatically be enrolled in KiwiSaver. If you are already enrolled in KiwiSaver then you will need to inform the Payroll team, by indicating this in the appropriate place on the offer letter, so that the requisite deductions can be made.
- 16.2 If you are not currently enrolled and wish to join KiwiSaver please contact Staff Service Centre by [submitting a service request](#).

HOLIDAYS & LEAVE

You are entitled to Public Holidays, sick leave and bereavement leave in accordance with the Holidays Act 2003 and any subsequent amendments or replacement. The following is a brief summary of your entitlements under the Holidays Act 2003. You can obtain further information about your entitlements under the Holidays Act 2003 from Employment New Zealand www.employment.govt.nz.

17. ANNUAL LEAVE

- 17.1 Annual Holiday Pay: As you are employed on a fixed term agreement for fewer than 12 months, you will receive annual holiday pay of 8% as you go – i.e. this will be paid to you with each fortnightly pay.
- 17.2 The Employer may, in its discretion, agree to a request that you take annual leave in advance. The Employer may decline to grant leave taking into account the University's workload requirements and relevant policies and practices. You shall complete and submit all documentation (including electronically) as required by the Employer in relation to holiday and leave requests and leave processing.
- 17.3 The Employer may direct you to take annual leave at certain times, in accordance with the Holidays Act 2003.

18. UNPAID LEAVE

- 18.1 Applications for unpaid leave for the purposes of compassionate reasons and unforeseen study commitments will be considered by the Employer and granted at the Employer's sole discretion having regard to the requirements of the Employer's operations.

19. PUBLIC HOLIDAYS

- 19.1 The Employer is entitled to require you to work on any Public Holiday.
- 19.2 There are 11 Public Holidays in the Holidays Act 2003: New Year's Day, Day after

New Year's Day, Waitangi Day, Good Friday, Easter Monday, Anzac Day, King's Birthday, Matariki, Labour Day, Christmas Day, Boxing Day and Auckland Anniversary Day.

19.3 If a Public Holiday would not otherwise be a working day for you, and you are required to work on that day, or is called to work on that day, the Employer will pay for the time actually worked on a Public Holiday at the rate of time and a half.

19.4 If a Public Holiday would otherwise be a working day for you and you are:

- a) not required to work on that day, the Employer will pay you an amount not less than your relevant daily pay (or average daily pay) for that day
- b) required to work on that day, the Employer will pay for the time actually worked on a Public Holiday at the rate of time and a half and provide you an alternative holiday to be taken on a day that is agreed between you and the Employer

19.5 A "working day" for an Employee is deemed to be a day of the week that you on average have worked more than 50% of the time during your current period of employment.

20. SICK LEAVE

20.1 You are entitled to either Sick Leave on pay as set out in the schedule below, or Sick Leave without pay, on production of a medical certificate.

20.2 Sick leave can be used when you are sick or injured or when you must attend to a dependent member of the family, who becomes sick, as set out in the Holidays Act 2003 and its subsequent amendments.

20.3 You should notify absence due to sickness to the Employer at least 30 minutes prior to your normal starting time. A medical certificate will be required for all absences in excess of five consecutive days and may be required for absences of shorter periods in accordance with the Holidays Act 2003.

20.4 Schedule of Entitlement:

Length of Service	Aggregate period for which sick leave on pay may be granted during service (Working Days)
Up to six months' service	5 days.
After six months' service and up to 12 months service	10 days inclusive of days previously allowed.
Over 12 months' service	10 days for each 12 months of service with a maximum accumulation of 260 days.

20.5 This leave is inclusive of the provisions of the Holidays Act 2003.

21. MEDICAL EXAMINATION

21.1 In the event of prolonged illness, suspected incapacity or concerns about your attendance at work (including as a result of intermittent absences), the Employer may request that you undergo an examination by a registered medical practitioner for an assessment of your fitness for work and/or return to work.

21.2 The parties agree that the primary purpose of any medical examination is to support the employee's wellbeing, recovery and return to work. Accordingly, the selection of the relevant practitioner, (although nominated by the University) is to be by mutual agreement. The cost of the medical examinations will be met by the

employer. A copy of any relevant report provided by the agreed medical practitioner will be available to both you and the Employer.

22. BEREAVEMENT / TANGIHANA LEAVE

22.1 An employee shall be granted bereavement leave on full pay to discharge obligations and/or to pay respects to a deceased person with whom he/she has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent).

22.2 In granting time off, and for how long, the Employer will act in a culturally sensitive manner taking into account:

- a) the closeness of the association between the employee and the deceased, which association need not be a blood relationship;
- b) whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
- c) the amount of time needed to discharge properly any responsibilities or obligations;
- d) reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
- e) a decision must be made as quickly as possible so that the employee is given the maximum time possible to make any necessary arrangements. In most cases the necessary approval will be given immediately but may be given retrospectively where necessary.

22.3 The Employer will pay an amount not less than your relevant daily pay (or average daily pay) for each approved day of Bereavement Leave that would otherwise be a working day for you.

22.4 If paid bereavement leave is not appropriate, then annual leave or leave without pay may be granted at the Employer's discretion.

23. FAMILY VIOLENCE LEAVE

23.1 The University supports staff who are affected by family violence. Family violence is defined in the Family Violence Act 2018.

23.2 From their commencement of employment, all employees are eligible for ten days of family violence leave. Staff may take family violence leave for:

- a) attending medical appointments and counselling;
- b) attending legal proceedings;
- c) seeking safe housing;
- d) visiting legal advisors or support agencies, for re-housing or re-organising childcare, or for other relevant appointments; or
- e) other matters as a result of family violence.

23.3 A member affected by family violence may choose to disclose to their manager/ team leader, HR staff or other parties.

23.4 Affected staff are encouraged to consult the [Family and Relationship Violence and Abuse Policy](#) and if needed to access a tailored safety plan. For more information

see [Campus Personal Safety Planning](#).

24. PARENTAL LEAVE

24.1 Parental Leave is administered in accordance with the Parental Leave and Employment Protection Act 1987. Refer to the University's [Parental Leave Policy and Procedures](#).

GENERAL PROVISIONS

25. HEALTH, SAFETY AND WELLBEING

25.1 You must obtain a current First Aid Certificate prior to the commencement date and continue to hold it throughout the term of this fixed-term agreement.

25.2 The parties believe that the health, safety and wellbeing of all members of the University community is among their highest priorities. The University is committed to the highest standards of health, safety and wellbeing through continual improvement and the control of risk whilst ensuring the continued delivery of world- class education and research. Both you and the Employer shall comply with obligations under the Health and Safety at work Act 2015 and associated legislation. This includes you and the Employer taking all reasonably practicable steps to ensure a safe and healthy workplace in accordance with the University's [Health, Safety and Wellbeing Policy](#).

25.3 The University is committed to being safe, inclusive and equitable. Diversity and collegiality are central to the University's values. In accordance with these values, the University is committed to providing an environment in which all members of the University community are valued and treated with respect, and where bullying, harassment and discrimination are unacceptable. For further information refer to the [Addressing Bullying, Harassment and Discrimination Policy and Procedures](#).

26. CONFIDENTIALITY

26.1 You shall not disclose or share personal information pertaining to either staff or students or other information covered by the provisions of the Privacy Act 2020 or the Official Information Act 1982.

26.2 Without limiting clause 26.1, you must not at any time make any comment or statement (whether oral, written or electronic), or disclose, to the media or public, any correspondence, data or information concerning any matter relating to the Employer or any of its staff, visitors or residents, unless the Employer has expressly authorised you to do so. Employees approached by the media or public must refer all enquiries to the Employer's Communications department.

27. ABANDONMENT

27.1 If you are absent from work for three consecutive working days without proper notification to the Employer, you will be deemed to have abandoned and terminated employment without notice. The Employer will make reasonable efforts to contact you during the period of absence. Where an employee was unable through no fault of that employee to notify the employer, employment shall not be deemed to have been abandoned.

28. TERMINATION

28.1 This agreement will terminate automatically at the end of the Fixed Term and notice of termination will be deemed to have been given at the time the parties enter into this agreement.

- 28.2 Either party may terminate this agreement before the Fixed Term is due to end by giving one month's notice in writing to the other party. Where employment terminates before the end of the Fixed Term, there will be no entitlement to payment for the balance of the fixed term.
- 28.3 The Employer at its sole discretion
- a) may require you not to attend work or to carry out all or some of your normal duties for all or any part of the notice period; and
 - b) may pay you in lieu of notice for all or any part of the notice period.
- 28.4 You will continue to be bound by the terms and conditions of this agreement during the notice period.
- 28.5 Notwithstanding any other provision in this agreement the Employer may terminate this agreement summarily and without notice for serious misconduct.
- 28.6 Upon termination of this agreement or at any other time when requested by the Employer, you must immediately deliver to the Employer all information, material and property either belonging to or under the control or responsibility of the Employer, including copies of any such information and material.

29. DISCIPLINARY PRINCIPLES

- 29.1 Disciplinary processes shall be undertaken in accordance with the [Disciplinary Procedures for Professional Staff](#) and the principles of procedural fairness and good faith.
- 29.2 **Procedural Fairness.** The employer must have good grounds to discipline and/or dismiss and any disciplinary process needs to be procedurally fair. Procedural fairness requires that you will:
- a) Be fully and fairly informed of the allegation or allegations against you;
 - b) Have an informed, full and fair opportunity to respond to the alleged breaches of conduct/ poor performance, including by being:
 - c) provided with all information generated by the investigation;
 - d) notified of potential disciplinary outcomes at the outset; and
 - e) given the opportunity to comment on any proposed penalties and raise any matters relevant to mitigation, prior to a final decision being made.
 - f) Have your responses considered with an open mind;
 - g) Be provided with an opportunity, within a specified time frame to correct the conduct/performance, with the assistance and support of the employer (except in the case of serious misconduct or after a final written warning);
 - h) Have the right to representation at all stages of the process.

The Employer also agrees that:

- a) Any delegate or investigator appointed to conduct an investigation will investigate fully, fairly and impartially;
- b) Any warnings will be issued with the approval of a Human Resources manager or advisor;
- c) In circumstances where disciplinary action is taken, the decision and the

reasons for it, will be provided in writing to you; and

- d) Employees shall be advised of their right to challenge any disciplinary decision.

29.3 **Good faith.** Both you and the Employer will act in good faith during any disciplinary process. Both parties agree to conduct themselves in a manner that is active, constructive, responsive and communicative to ensure that a productive employment relationship is maintained through the process.

29.4 **Definitions**

Misconduct means

- a) The failure of an employee in their employment to maintain proper standards of integrity, conduct or concern for the public interest or the wellbeing of the students or other employees of the University; or
- b) The failure of an employee to comply with policies, procedures or directions of the University, Academic Head or other persons in authority at the University; or
- c) The failure to maintain adequate standards of performance.

Serious Misconduct means

- a) Misconduct which is so serious that it may warrant summary dismissal and may include but is not limited to, sexual harassment, assault, theft, fraud, misappropriation, deliberate or repeated disregard of health and safety standards, wilful disobedience, deliberate or repeated misconduct, failure to disclose a conflict of interest, breach of the University's policy against harassment, behaviour, and/or serious, deliberate or repeated breaches of University policies which leads to significant loss of trust and confidence.

30. **SUSPENSION**

30.1 Where there is an alleged case of serious misconduct the Employee may be suspended on base salary from their duties while an investigation is carried out. In addition, there may be other exceptional circumstances in which an employee may be suspended with pay.

30.2 Suspensions without pay will only occur in very rare and exceptional circumstances, such as a police investigation of serious criminality, and cognisant of the presumption of innocence. However, no suspension shall be initiated or continued unless it is fair and reasonable for such a step to be taken or continued.

30.3 Where there is a proposal to suspend an employee, that employee shall wherever practicable have the right to have access to all of the relevant information and an opportunity to be heard before the suspension occurs.

31. **REDUNDANCY**

31.1 Where the Employer considers that your position could be affected by redundancy, the Employer will, except in exceptional circumstances, consult with you regarding the possibility of redundancy, consider your views with an open mind before making a decision and consider whether there are alternatives to redundancy (such as redeployment to another role).

31.2 The provisions of the Termination clause (including the notice of termination) in this agreement will apply in the event your employment is terminated on the basis of redundancy during the Fixed Term. You will not be entitled to any additional

payment, whether by way of redundancy compensation or otherwise.

32. EMPLOYEE PROTECTION PROVISION

32.1 In the event of a Restructuring, as defined in the Employment Relations Act 2000 (being the sale, transfer, or contracting out of all or part of the business), that may affect your employment, the Employer will:

- a) as soon as is reasonably practicable, taking into account the commercial requirements of the business, commence negotiations with the potential new employer concerning the impact of the restructuring on your position and agree on how those negotiations will be conducted; and
- b) negotiate with the potential new employer regarding whether or not it proposes to offer employment to you, and if so the terms and conditions it proposes to offer employment to you, and the proposed date for commencement of employment with the potential new employer.

32.2 Whether or not you are employed by the potential new employer, for whatever reason, the Redundancy clause in this agreement applies and you will not be entitled to any additional payment, whether by way of redundancy compensation or otherwise.

33. RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS

33.1 The Employment Relations Act 2000 requires that all individual agreements contain a plain- language explanation of the services and processes available to resolve any employment relationship problems.

33.2 Employment relationship problems include:

- a) personal grievance (a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership or non- membership of a union or employee organisation)
- b) dispute (about the interpretation, application or operation of an employment agreement)
- c) any other problem relating to or arising out of your employment relationship with the University except matters relating to the fixing of new terms and conditions of employment.

33.3 If you believe there is a problem with your employment relationship with the University, you should tell your manager, either personally or through another representative, as soon as possible:

- a) that there is a problem; and
- b) the nature of the problem; and
- c) what action you wish to be taken in relation to the problem.

33.4 If for any reason you feel unable to raise the matter with your manager, other suggested contacts are: Dean or Director, Human Resources Manager, Human Resources Advisor, Associate Director Staff Equity or Diversity, Equity and Inclusion Experience Lead.

33.5 In the case of a personal grievance (other than for sexual harassment), you must raise the matter with the Employer within 90 days of the grievance occurring or coming to your notice, whichever is the later. A written submission is preferable

but not necessary. For personal grievances relating to sexual harassment, the grievance must be raised within 12 months of the grievance occurring or coming to your notice.

33.6 You have the right to seek the support and assistance of his or her representative, or information from the Ministry of Business Innovation and Employment (MBIE) Mediation Service at any time.

34. INDEMNIFICATION

34.1 The Employer shall keep the Employee indemnified from and against all actions, claims, proceedings, costs and damages incurred or arising out of any act of omission or statement of the Employee in the course of his/her employment, provided that this indemnity shall not be available to an employee who willfully causes loss or damage or fails to act in good faith.

35. OTHER EMPLOYMENT

35.1 You must seek prior written approval from the Employer for any other employment. The Employer reserves the right to withhold approval if it is considered that your proposed employment may lead to any conflict of interest or if that employment may adversely affect or interfere with Your performance or health and safety. In this clause, 'employment' includes company directorships or a business that you own or have an interest in. This is because engaging in secondary employment may, without limitation:

- a) Either directly or indirectly, create a real conflict of interest that cannot be managed without restricting your secondary employment; and/or
- b) Impact on your ability to devote your energy to and safely and effectively perform your role with the Employer.

36. VARIATION

36.1 This agreement may be varied by mutual agreement in writing and signed by you and the Employer.