**INDIVIDUAL EMPLOYMENT AGREEMENT**

1. **The Parties**
	1. Individual Employment Agreement

The parties to this employment agreement are:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the “Employer”; and
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Employee”.
3. **The Position and the Duties**
	1. Position

The Employee is being employed as a Support Worker

* 1. Duties as set out in the position description

The Employee shall perform the duties set out in the Position Description attached to this agreement

1. **Nature and Term of the Agreement**
	1. Individual Agreement of Ongoing and Indefinite Duration

This Employment Agreement is an individual employment agreement entered into under the Employment Relations Act 2000. The employment shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(**insert date)** and shall continue until either party terminates the agreement in accordance with the terms and conditions of this agreement. The clauses in this agreement may be varied or updated by agreement between the parties at any time. This employment is conditional on funding from the Ministry of Health.

* 1. Trial Period ***(use this clause for new employees only, please ensure that the employment agreement is signed before the employee starts work)***

The Employer and Employee agree that the Employee’s employment is subject to a trial period of **90 days** commencing on the first day of employment, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, meaning the day the Employee actually starts work.

3.3 This employment is conditional on funding from the Ministry of Health. The Employee acknowledges that this funding may change or cease at any stage in the future subject to the requirements of the Ministry of Health.

1. **Obligations of the Relationship**
	1. Obligations of the Employer

The Employer shall:

1. Act as a good Employer in all dealings with the Employee
2. Deal with the Employee and any representative of the Employee in good faith in all aspects of the employment relationship, and
3. Take all practicable steps to provide the Employee with a safe and healthy environment.
	1. Obligations of the Employee

The Employee shall:

1. Comply with all reasonable and lawful instructions provided to them by the Employer
2. Perform their duties in the best interests of the Employer and the employment relationship
3. Deal with the Employer in good faith in all aspects of the employment relationship
4. Comply with all policies and procedures (including any Codes of Conduct) implemented by the Employer from time to time, and
5. Take all practicable steps to perform the job in a way that is safe and healthy for themselves and their fellow employees
6. **The Place of Work**
	1. Flexible Location

The parties agree that the Employee shall perform their duties at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(**insert primary location)**, and at any other reasonable location to which they may be directed from time to time by the employer.

1. **Hours of Work**
	1. Part Time Hours

The parties agree that the Employee is being employed to perform duties on a part time basis. The hours and days on which the Employee shall work are as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(**insert details of hours and days).** These hours may be varied by mutual agreement and any variation will be documented and signed by both parties.

1. **Wages/Salary/Allowances**
	1. Hourly Rate

The Employee shall be paid according to an hourly rate which shall be $\_\_\_\_\_\_\_\_( **insert rate)** as number per hour. The Employee’s pay shall be paid \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**insert pay period** **eg fortnightly)** by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_( **insert method payment will be made eg bank account nominated by the Employee).**

* 1. Review

The Employer agrees to review the Employee’s salary/wages on the 12 month anniversary of this employment agreement and every 12 months thereafter. The parties agree that the Employee shall not have any necessary entitlement to an increase, but, the Employer agrees to conduct this review in good faith and to consult with the Employee during the review.

* 1. Allowance Clause

The Employee shall be paid \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(**allowance e.g. mileage allowance** of **insert amount)** per \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_( **insert circumstances)**, which shall be paid to the Employee on a \_\_\_\_\_\_\_\_\_\_\_\_\_\_(**insert payment period**) basis.

* 1. Reimbursement of Expenses

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

1. **Holidays and Leave Entitlements**
	1. Annual Leave

The Employee shall be entitled to paid annual leave of four weeks per year after 12 months continuous employment with the Employer, in accordance with the Holidays Act.

* 1. Payment for work on a Public Holiday

The employee shall be entitled to be paid for the time actually worked on a Public Holiday at the rate of time and a half of their relevant daily pay, provided they fall on a day that would otherwise have been a working day for you. This is determined by a clear pattern of working on that day prior to the public holiday occurring. They are also entitled to receive an alternative holiday on a later date. The Employer must give 14 days’ notice if you require them to take their alternative holiday. If the alternative holiday is not taken within 12 months, it can be agreed to exchange it for cash.

* 1. Sick Leave

The Employee shall, after 6 months employment with the Employer, be entitled to 5 days sick leave for each subsequent 12 months period of service. Sick leave can be taken where the Employee is sick or where the Employee’s spouse or a person who is dependent on the Employee is sick or injured.

Sick leave entitlements can be accumulated from year to year up to a maximum of 20 days.

* 1. Medical Certificate Required for Sick Leave

Where the Employee has taken sick leave and has been absent from work for at least three 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.

* 1. Bereavement Leave

The Employee is entitled after 6 months employment to paid bereavement leave of up to three days in relation to the death of their parent, grandparent, sibling, child, grandchild, spouse, or parent of their spouse.

The Employee is entitled to one days paid bereavement leave if the Employer considers the Employee has suffered a bereavement through the death of another person.

* 1. Parental Leave

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

1. **Other Entitlements/Benefits**
	1. Kiwi Saver

The Employee has the option of joining KiwiSaver, and as a new employee will be automatically enrolled into KiwiSaver. KiwiSaver is a voluntary, work-based savings initiative to help New Zealanders with their long-term saving for retirement. More information about KiwSaver, including what employers and employees need to do to start a savings scheme, is available from <http://kiwisaver.govt.nz>.

1. **Health and Safety**
	1. General Health and Safety Obligations

Both the Employer and the Employee shall comply with their obligations under the Health and Safety in Employment Act 1992 and the Health and Safety at Work Act 2015. This includes the Employer 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 Employer regarding health and safety and shall also take all reasonable steps to ensure that in the performance of their employment they do not undermine their own health and safety or the health and safety of any other person.

1. **Other Employment Obligations**
	1. Privacy Obligations

The Employer and the Employee shall comply with the obligations set out in the Privacy act 1993. The Employee must not breach the privacy of any consumer in the course of their employment.

1. **Restructuring**

12.1 In the event that all or part of the work undertaken by the employee will be affected by the employer entering into an arrangement whereby a new employer will undertake the work currently undertaken by the employee, the employer will meet with the employee, providing information about the proposed arrangement and an opportunity for the employee to comment on the proposal, consider and respond to their comments

1. **Termination**
	1. General Termination

The Employer may terminate this agreement for cause, by providing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(**insert period)** notice in writing to the Employee. Likewise the Employee is required to give \_\_\_\_\_\_\_\_\_\_\_\_( **insert period)** notice of resignation. The Employer may, at its discretion, pay remuneration in lieu of some of all of this notice period.

* 1. Termination for Serious Misconduct

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:
(i) theft;
(ii) dishonesty;
(iii) harassment of a work colleague or customer;
(iv) serious or repeated failure to follow a reasonable instruction;
(v) deliberate destruction of any property belonging to the Employer;

1. verbal or physical abuse
(vii) actions which seriously damage the Employer's reputation
	1. Abandonment of Employment

In the event the Employee has been absent from work for three consecutive working days without any notification to the Employer, and the Employer has made reasonable efforts to contact the Employee, this agreement shall automatically terminate on the expiry of the third day without the need for notice of termination of employment.

* 1. Obligations of Employee on Termination

Upon the termination of this agreement for whatever reason, or at any other time if so requested by the Employer, the Employee shall immediately return to the Employer all information, material or property (including but not limited to computer disks, printouts, manuals, reports, letters, memos, plans, diagrams, security cards, keys, and laptop computers) either belonging to or the responsibility of the Employer and all copies of that material, which are in the Employee's possession or under their control.

* 1. Termination during a Trial Period

The Employer may terminate the trial period by providing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**insert period)** notice to the Employee within the trial period.

The Employer may dismiss the Employee or give notice of dismissal during the Trial Period and if the Employer does so, the Employee is not entitled to bring a personal grievance or any other legal proceedings in respect of the dismissal.

During the Trial Period the Disciplinary Proceedings clause of this Agreement or any Employer policy regarding the Employer’s obligations (including any process requirements) in relation to performance, conduct, training or any other matter relating to the Employee’s employment will not apply. Except that the Employer retains the right to dismiss the Employee with immediate effect for serious misconduct, as defined in the Termination clause and/or Appendix of this Agreement.

Notwithstanding any other provision in this Employment Agreement, the notice period for termination of employment during the Trial Period is**\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert period).**

Where the Employee’s employment is terminated during the Trial Period the Employer may elect to pay the Employee the notice as if the Employee had worked out all or part of the notice period.

If the Employee does not give the required amount of notice, an amount equivalent to the unworked notice period will be deducted from the Employee’s final pay including outstanding wages or holiday pay.

Notwithstanding any other provision in this Employment Agreement, the Employer is not required to comply with section 4(1A)(c) of the Employment Relations Act during the Trial Period. Section 4(1A)(c) requires the Employer to provide the Employee with access to relevant information and an opportunity to comment on the relevant information before any proposed decision is made which will, or is likely to, have an adverse effect on the continuation of the Employee’s employment.

If the Employer dismisses the Employee during the Trial Period, the Employer is not required to comply with a request under section 120 to provide an Employee with a written statement of the reasons for dismissal.

The Employee agrees that the Employer has drawn attention to and explained the provisions of this clause and been advised of his/her right to seek independent advice. The Employee agrees that he/she has been given the opportunity to raise any issues in relation to this clause with the Employer and that, where applicable, the Employer has bargained in good faith by considering and responding to the issue(s) raised.

1. **Resolving Employment Relationship Problems**

14.1If any employment issues arise, those should be raised with the Employer as soon as possible so that they can be resolved. If the matter is not resolved either party can seek assistance from the Department of Labour's mediation service. If the issues are not resolved at mediation, they may be referred to the Employment Relations Authority.

If the issue is a personal grievance, the Employee must present that grievance within 90 days of the event giving rise to the grievance, or after further time if allowed by the Employer or where the Employment Relations Authority grants an extension of time.

If the employee's employment agreement contains a trial period clause, they may not raise a personal grievance on the grounds of unjustified dismissal if their employment is terminated within the first 90 days of their employment. The employee may raise a personal grievance on other grounds as specified in sections 103(1)b-g of the Employment Relations Act, and in the trial period clause of this agreement.

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1. **Acknowledgement of the Agreement**

15.1 Variation of Agreement

The parties may vary this agreement, provided that no variation shall be effective or binding on either party unless it is in writing and signed by both parties.

15.2 Employee Acknowledgement

The Employee acknowledges that:
(i) they have been advised of their right to take independent advice on the terms of this agreement
(ii) that they have been provided with a reasonable opportunity to take that advice
(iii) that they have read these terms of employment and understand these terms and their implications, and
(iv) that they agree to be bound by these terms of employment and the Employer's policies and procedures as implemented by the Employer from time to time.

1. **Declaration**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(Employers name)**, offer this employment agreement to

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(Employee’s name).**

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Signed by:…………………………………………………..Date:……..

 (Employer)

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Employee], declare that I have read and understand the conditions of employment detailed above and accept them fully. I have been advised of the right to seek independent advice in relation to this agreement, and have been allowed reasonable time to do so.

Signed by: ………………………………………………Date:…………….

 (Employee)

When complete, one signed copy of this contract must be given to the employee, and the other kept in the employer’s records.