**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 and its amendments. 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.

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.)**

* 1. These hours may be varied by mutual agreement and any variation will be documented and signed by both parties.
  2. You are entitled to the meal breaks and rest breaks provided in the Employment Relations Act 2000, and where amended, your entitlements will be amended accordingly.

6.4 For work periods between 2-4 hours: You are entitled to one [1] paid 10-minute rest break;

For work periods between 4-6 hours: You are entitled to one [1] paid 10-minute rest break and one [1] unpaid 30-minute meal break;

For periods of work between 6-8 hours, you are entitled to two [2] paid 10-minute rest breaks and one [1] unpaid 30-minute meal break;

For work periods between 8-12 hours: You are entitled to three [3] paid 10-minute rest break and two [2] unpaid 30-minute meal breaks. The third 10-minute rest break and the second 30-minute meal break must be taken after 8 hours have elapse.

For work periods more than 12 hours: You are entitled to the entitlements for 8 hours plus the same entitlements as 4-6 hours and 6-8 hours as stated above.

6.5 The timing of rest and meal breaks is flexible and should be agreed with your reporting manager. If an agreement cannot be reached the rest and meal breaks will be set by your reporting manager and, where practicable, will be spread evenly throughout the work period. You acknowledge that the scheduling of rest and meal breaks may be dependent on health and safety requirements and that it may be necessary for you to take breaks at undesirable times on occasion.

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

The Employee shall be paid according to an hourly rate which shall be $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_(**insert rate)** per hour. The Employee’s pay shall be paid fortnightly by direct payment to their nominated bank account.

* 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(**insert 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. The employee shall also be entitled to an alternative holiday at a later date. The Employer must give 14 days’ notice if they require the employee to use their alternative holiday. If the alternative day isn’t taken within 12 months, the employer can agree to exchange this for cash.

* 1. Sick Leave

The Employee shall, after 6 months employment with the Employer, be entitled to 10 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.

In accordance with the Holidays Act 2003, the Employee may be entitled tothree days bereavement leave if you or your partner experience a miscarriage or stillbirth.

* 1. Parental Leave

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

* 1. Family Violence Leave

You are entitled to leave and short-term flexible working arrangements, such as temporary changes to your position, location of work, days and hours of work in accordance with the Domestic Violence – Victims’ Protection Act 2018.

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 - same)** 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. Physical or verbal 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. **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 Ministry of Business Employment and Innovation 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. 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**
   1. Declaration

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(**insert Employer’s name)**, offer this employment agreement to

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

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

I,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(**insert Employee’s name**), 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:…………….

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