
Individual Employment Agreement

(INSERT EMPLOYER'S NAME)

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Individual Employment Agreement

This Individual Employment Agreement is between:

(Employer)

And

(Employee)

1. AGREEMENT, START DATE & PROBATIONARY PERIOD

- 1.1. The Employer and Employee agree to the terms set out in this agreement. It replaces all previous employment arrangements from the start of employment if the Employee is new or from the date it is signed or otherwise becomes agreed to. The Employee agrees to abide by all notified rules policies and procedures of the Employer. This agreement may be varied in writing by the parties.
- 1.2. If the Employee is new then the Employee is on a trial or probationary period for three months to assess and confirm the Employee's suitability for the position. Any difficulties that arise during this period shall be discussed promptly and the Employee warned if the Employer is contemplating termination.

2. POSITION, DUTIES & PLACE OF WORK

- 2.1. The Employee is employed as a Trainee Professional.
- 2.2. The duties of this position are set out in the job description for the Position set from time to time by the Employer. The Employee will undertake all other duties associated with the Position. The Employee also agrees to undertake such other general and administrative duties as are required to assist the operation of the Employer.
- 2.3. From time to time, the Employee may be required to change duties to meet the requirements of the Employer.
- 2.4. The place of work shall be (Golf Club, Driving Range etc) and further as may be reasonably required.

3. HOURS OF WORK

- 3.1. The remuneration provided (see Clause 4 below) is based on an expected working week of 40 hours. Actual hours of work may vary according to seasonal demand, and the employee recognises the right of the employer to ensure that they are appropriate for the smooth running of the business throughout the period of this agreement.

4. REMUNERATION

- 4.1. An (hourly rate / weekly wage) as specified in **Schedule B** of this Agreement shall be paid in full recognition of all work performed for the Employer.
- 4.2. The salary shall be paid in equal fortnightly instalments by direct credit into a bank account nominated by the Employee.
- 4.3. The remuneration shall be subject to review after 12 months continuous employment. The Employer is not obliged to increase the employee's salary as a result of this initial review. Thereafter, the employee's salary will be reviewed annually as part of a performance review process and, after consultation with the Employee, may or may not be adjusted to reflect the performance of the Employee and/or the business over the preceding 12 months. Where the Employee does not meet reasonable performance criteria set by the Employer continuation of the employment relationship itself may be reviewed in consultation with the Employee.
- 4.4. The Employee agrees that the Employer may make deductions from pay, holiday pay or other payment due to the Employee for the following things:
 - overpayment,
 - for time the Employee is absent from work without good reason,
 - debts owed to the Employer including for unauthorised expenditure, misappropriation of money or property, default, or for goods,
 - as agreed in this agreement or otherwise.

5. ANNUAL HOLIDAYS

- 5.1. After the end of each completed 12 months of continuous employment with the Employer, the Employee shall be entitled to 4 weeks annual holidays. Such holidays are to be paid and taken in accordance with the Holidays Act 2003.
- 5.2. Paid annual holidays are to be taken within 12 months after the date on which the Employee becomes entitled to them and at a time agreed between the Employer and the Employee. If no agreement is reached, the Employer may require the Employee to take annual holidays on not less than 14 days notice. If the Employee so elects then the Employee is entitled to at least 2 weeks of such annual holidays in a continuous period.
- 5.3. The Employer and the Employee agree that holiday pay is to be paid in the pay that relates to the period during which the holiday is taken.

6. PUBLIC HOLIDAYS

6.1. The following shall be paid public holidays if they fall on a day that would otherwise be a working day for the Employee:

New Year's Day	Good Friday	Christmas Day
2 nd January	Easter Monday	Boxing Day
Waitangi Day	Sovereign's Birthday	Labour Day
ANZAC Day	Anniversary Day	

6.2. The Employee agrees to work on public holidays if requested to do so. If, following such a request, the Employee does work on a public holiday the Employee shall be paid the portion of the Employee's relevant daily pay that relates to the time actually worked on that day plus half that amount again. Relevant daily pay is the amount of pay the Employee would have received on the day concerned calculated in accordance with the Holidays Act 2003. If the public holiday worked was otherwise a working day the Employee is also entitled to an alternative holiday in accordance with the next sub-clause.

6.3. The alternative holiday is to be a whole working day off to be taken on a day agreed by the Employer and the Employee. If no agreement is reached, then the Employee may within 12 month's of becoming entitled to the alternative holiday determine when the day is to be taken (having taken into account the Employer's view and given not less than 14 days notice). After 12 months the Employer may determine when the alternative holiday is to be taken having given the Employee not less than 14 days notice or the parties may agree that the alternative holiday be exchanged for a payment to be agreed.

6.4. Where the Employee is entitled to payment for a public holiday or an alternative holiday it shall be paid at an amount that is equivalent to the Employee's relevant daily pay. Relevant daily pay is the amount of pay the Employee would have received on the day concerned calculated in accordance with the Holidays Act 2003.

7. SICK & BEREAVEMENT LEAVE

7.1. After the Employee has completed 6 months continuous employment with the Employer the Employee is entitled to:

- 5 working days sick leave in each ensuing period of twelve months for use when the Employee, the Employee's spouse, or a person who depends on the Employee for care is sick or injured;
- 3 days bereavement leave on the death of a spouse, a child or grandchild, a brother or sister, a parent or grandparent, or a spouse's parent;
- 1 days bereavement leave on the death of any other person that the Employer accepts as being a bereavement for the Employee. In making this decision the Employer will consider the closeness of the association between the Employee and the deceased, whether the Employee has to take significant responsibility for the ceremonies relating to the death of the deceased, the Employee's cultural responsibilities of the Employee in relation to the death and any other relevant factors.

- 7.2. The Employee may carry over, to any subsequent 12 month period of employment, up to 15 days unused sick leave to a maximum of 20 days current entitlement in any such 12 month period.
- 7.3. If requested the Employee agrees to provide a medical certificate or other proof of sickness or injury:
- after three calendar days leave for paid leave (unless the Employer has reasonable grounds for suspecting that there is no sickness or injury in which case the Employer may require the certificate or proof before then but at the Employer's cost);
 - at any time for any additional sick leave granted by the Employer whether paid or unpaid.
- 7.4. The Employee will notify the Employer as soon as practicable after the Employee becomes aware that the Employee will not be able to attend work for any reason including sickness or bereavement.
- 7.5. Where the Employee is entitled to paid sick leave and bereavement leave it will be paid at an amount that is equivalent to the Employee's relevant daily pay. Relevant daily pay is the amount of pay the Employee would have received on the day concerned calculated in accordance with the Holidays Act 2003. Payment will be made provided:
- Required notification of the Employee's intention to take such leave is given; and
 - in the case of sick leave a medical certificate or other proof of sickness or injury has been provided by the Employee to the Employer if required and requested, and
 - the Employee would in fact have worked on that day but for the sickness or bereavement.
- 7.6. Where the Employer has reasonable grounds to believe that sickness or injury compromises an Employee's ability to perform their job, the Employer may require the employee to undergo medical examinations with a view to either changing the Employee's duties or terminating this agreement. The examinations shall be conducted by suitably qualified practitioners or specialists at the Employer's expense.
- 7.7. The Employer may at the Employer's discretion grant additional sick or bereavement leave with or without pay.
- 7.8. The provisions in this agreement for sick leave and bereavement leave include any statutory entitlement and the parties agree that in the event of the statutory entitlements changing then those entitlements shall apply and not the entitlements set out in this agreement.

8. HEALTH & SAFETY

- 8.1. The Employer and the Employee will endeavour to meet the obligations of the Health and Safety in Employment Act 1992 and all other Health and Safety legislation.
- 8.2. The Employee must notify the Employer of any hazard that the Employee becomes aware of at the place of work as soon as practicable on the day on which the hazard is identified.
- 8.3. The Employee will report work-related accidents or incidents or injuries to the Employer as soon as practicable and on the day of occurrence. Late reports without good cause may lead the Employer to decline acceptance of the event as a work-related accident.
- 8.4. The Employee shall notify the Employer if the Employee is making a claim for a work-related accident under any relevant accident legislation. The Employee shall provide the Employer with a copy of the claim together with documents submitted in support of the claim, including doctor's certificates.
- 8.5. If the Employee is absent from work due to a work-related accident, the Employer may require the Employee to return to work to undertake such alternative duties as may be available which are within the ability and capacity of the Employee.

9. ENDING OF EMPLOYMENT BY NOTICE

- 9.1. Either party may give to the other (for negotiation: suggest minimum two weeks) notice of termination of employment. The Employer may, at the Employer's sole discretion pay the Employee for the notice period rather than requiring the Employee to work out the notice period and may treat a longer period of notice given by the Employee as being for the period set out in this clause.
- 9.2. In the event that the Employee leaves without notice or during the notice period without the written consent of the Employer, the Employee shall pay to the Employer the relevant daily pay for each day not worked during the notice period. The Employee agrees that such sum may be deducted from the Employee's pay including holiday pay.

10. ENDING OF EMPLOYMENT FOR CAUSE

- 10.1. The Employer may dismiss the Employee with or without notice or payment in lieu of notice for cause. This includes but is not limited to the employee not being able to undertake all the duties of the position for any reason, behaviour or performance concerns that warrant dismissal, and for breach of any of the Employee's undertakings.

- 10.2. If the Employee is absent from work without notice and is unable to be contacted by the Employer for 3 continuous working days, the Employee shall be deemed to have abandoned and terminated this employment unless acceptable reason for the absence can be given.

11. ENDING OF EMPLOYMENT BY TRANSFER OR REDUNDANCY

- 11.1. If the Employer is proposing to make a decision that may affect the ongoing employment of the Employee the Employer shall consult with the Employee as required by then current legislation.
- 11.2. If the Employer is proposing to undertake a restructuring (as that term is defined in the Employment Relations Act 2000 being the selling, transferring or contracting out all or any part of the Employer's operation to a new Employer) and the Employee's position is affected by the restructure then the Employer will endeavour to negotiate with the new Employer for the continued employment of the Employee on the terms of this agreement if that is possible or on such other terms as may be agreed.
- 11.3. If such negotiations are successful (or if the Employee has a statutory right to transfer) then the Employee may choose whether to transfer or not on the terms required or negotiated within a reasonable time set by the Employer.
- 11.4. If the Employee does transfer to the new Employer then this agreement ends on the day that the restructuring takes place.
- 11.5. If following a restructure the Employee does not transfer to the new Employer or if in the opinion of the Employer the Employee's position becomes surplus to the operations of the Employer for any other reason then redundancy occurs.
- 11.6. If the Employee's position is to be made redundant, the Employer shall consider if it has a suitable other position or shift available to the Employee.
- 11.7. If there is not or if the Employee declines such a position, the Employer shall be entitled to terminate the employment of the Employee and will where practicable give the Employee at least 2 (weeks) notice or in the Employer's sole discretion 2 weeks pay in lieu of notice.

12. PROCEDURE FOR EMPLOYMENT RELATIONSHIP PROBLEMS

The procedure for dealing with Employment Relationship Problems included at the end of these Terms and Conditions of Employment shall apply.

13. BEHAVIOUR & PERFORMANCE CONCERNS: DISCIPLINARY ACTION

The parties agree to be bound by the terms and conditions set out under this heading at the end of this Employment Agreement.

14. DECLARATION OF UNDERSTANDING AND CO-OPERATION

14.1. The Employee declares that:

- all representations made by the Employee to the Employer about suitability for employment level of skills, qualifications and experience and fitness for the position and the holding of vehicle and other licences are true and correct;
- all matters that may reasonably have influenced the decision of the Employer to employ the Employee were disclosed by the Employee;

The employee acknowledges that the Employee's employment may be terminated for the breach of these declarations or for loss of any relevant licence during employment.

14.2. The Employee shall not during and after this employment disclose or make use of any confidential information relating to the business of the Employer. Without limiting the generality of this provision the membership list of the Employer whether in electronic or hardcopy form is agreed to be confidential information.

14.3. The Employee shall not undertake other employment or private work without the prior consent of the Employer. The Employer will not unreasonably withhold consent provided:

- the other employment or private work does not conflict with the Employer's business interests;
- does not impair the Employee's ability to undertake normal work to the satisfaction of the Employer; and,
- does not prevent the Employee undertaking additional hours of duty if called on to do so by the Employer.

14.4. The Employee agrees to cooperate fully with the Employer over changes in duties, work operations, hours and location of work that may reasonably be required to maintain an efficient and productive business.

14.5. The Employee acknowledges that:

- the Employee has read this Individual Employment Agreement (including the Procedure for Resolving Employment Relationship Problems and the Code of Conduct that follow) and has been given a reasonable opportunity to obtain independent advice about it;
- the Employee has read the provisions of this employment agreement relating to annual holidays, sick leave, bereavement leave, and public holidays and that the Employee has accordingly been advised about the Employee's entitlements under the Holidays Act 2003;
- the Employee may obtain further information regarding the Employee's entitlements under the Holidays Act 2003 from the Employment Relations Service of the Department of Labour (whose free-phone and web-site at the time of entering into this agreement are 0800 800 863 and www.ers.dol.nz).

Dated this day of 2013

Signed by the Employer:

Signed by the Employee

PROCEDURE FOR RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS

If the Employee thinks there is an employment relationship problem then this clause sets out some steps that may resolve the problem and services that that may be available to help.

The Employee could:

- Talk to the Employer as soon as possible about the Employee's concerns and what the Employee would like to happen. If this does not work then:
- Clarify the problem (by checking this employment agreement, talking to family and friends to make sure it is not just a misunderstanding); and
- Obtain information from the Department of Labour (whose contact details are at the end of this clause), or someone who works in the industrial relations area, or an advocate, or a lawyer, or the community law centre; and
- Use a support person or advocate to help you when talking to or meeting with the Employer;
- Talk or write to the Employer again making it clear that problem needs to be resolved (Putting the problem in writing may assist both parties to be clear about the problem). If this still does not resolve the problem then either party could;
- Use an outside person to assist. The parties may agree on who this is to be and how they are to be paid and whether they are to help the parties reach an agreement or to make a decision for the parties. This outside party may be a mediator provided by the Department of Labour. These mediators generally don't make decisions for the parties but help them reach their own agreement but they can make decisions if both the Employer and the Employee agree. Both parties need to agree to attend mediation although the Employment Relations Authority may order the parties to attend mediation. If the parties reach a written agreement and get it signed by a Department of Labour mediator then it will bind both parties.

If the problem is still not resolved then either party can refer the matter to a tribunal called the Employment Relations Authority who will make a decision (but may refer the parties back to mediation). A party unhappy with the decision of the Authority may file in the Employment Court.

If the problem is a personal grievance, then the Employee must raise it with the Employer within 90 days after the action complained of, or the date the Employee became aware of it, unless there are exceptional circumstances. (A personal grievance may arise where an employee believes he or she has been unfairly treated or unjustifiably dismissed.)

The Department of Labour provides assistance through the Employment Relations Service that provides information and is able to organise mediation. It can be contacted through the Employment Relations Info line 0800 800 863 and its website www.ers.govt.nz.

BEHAVIOUR & PERFORMANCE CONCERNS: DISCIPLINARY ACTION

If the Employer has concerns regarding the behaviour or performance of the Employee that may result in disciplinary action the Employer will follow this procedure in dealing with these concerns. Variations from this procedure are acceptable provided the procedure remains fair.

The Procedure

- a) The Employer shall ensure that the person dealing with the concern does not prejudge the matter or prejudice its outcome.
- b) The Employer may, with cause and having first heard the employee on the issue of suspension, suspend the Employee from employment on pay for such period or periods as the Employer shall at its sole discretion determine.
- c) The Employee is to be given an opportunity to explain the concerns and provide input into what is to happen at a meeting arranged by the Employer. Before holding that meeting the Employee is to be advised:
 - of the particular behaviour or performance concerns that the Employer has;
 - that they are entitled to a support person or advocate of the Employee's choice at the meeting;
 - that a possible outcome of that meeting may either be:
 - dismissal or some action short of dismissal if the Employer believes that the concerns may warrant such action, or
 - a warning or other action if the Employer believes that the concerns may not warrant dismissal but do warrant disciplinary action
- d) Following that meeting, the person or persons investigating the matter shall decide the action to be taken in relation to the concerns.

Actions that may be taken for established behaviour & performance concerns

The Employer may, depending on the nature and severity of the behaviour or performance concerns, take any one or more of the following actions:

- Summarily dismiss the Employee without payment of the notice period
- Dismiss the Employee with notice;
- Issue a final written warning clearly stating that a further breach or failure to perform to required standards will result in dismissal;
- Issue some lesser verbal or written warning;
- Impose a reduction in remuneration of the Employee's ordinary wage for a specified period, providing that the reduction does not breach the Minimum Wage Act;
- Rearrange the Employee's responsibilities or duties or both;
- Demote the Employee to a lesser position; and/or
- Suspend the Employee without pay for a period of up to 10 working days;
- Take such other action as is appropriate in the circumstances.

None of the above actions constitute redundancy of the Employee's position.

Where the Employee has received a warning of any type subsequent disciplinary action (such as a more serious warning or dismissal) is not restricted to repetitions of the same nature as the original or subsequent warning so that prior warnings may be taken into account notwithstanding that they are of a dissimilar nature.

Examples of behaviour that may justify dismissal

By way of example only behaviour that may justify dismissal includes (but is not limited to):

- Refusal to carry out proper work instructions
- Continual failure to perform
- Breach of any written or customary policy of the Employer,
- Falsifying records or other documents including time sheets
- Failure to account for money received or any other form of misappropriation of money or property
- Consuming or possessing alcohol or illegal drugs on the Employer's premises without the Employer's authorisation, or being at work under the influence of alcohol or illegal drugs
- Deliberately acting to adversely affect hygiene, safety or quality. This includes engaging in horseplay or practical jokes.
- Fighting or assaulting another person
- Using abusive or inappropriate language
- Unauthorised disclosure or use of confidential information
- Being convicted of an offence, the nature of which is injurious to the Employer's reputation
- Sexual harassment
- Misrepresentation
- Not notifying a work accident or work place hazard or failure to observe health and safety rules or procedures
- Repeated instances of less serious behaviour