

INDIVIDUAL EMPLOYMENT AGREEMENT

1 The Parties

1.1 Individual Employment Agreement

The parties to this employment agreement are:

1. **NEW ZEALAND ULTIMATE INCORPORATED**, the "Employer"; and
2. , the "Employee".

2 The Position and the Duties

2.1 Position

The Employee is being employed as the Employer's Executive Officer.

2.2 Duties as set out in the job description which may be modified from time to time by the Employer

The Employee shall perform the duties set out in the Job Description attached to this agreement. These duties may be modified and updated by the Employer from time to time following agreement with the Employee. The Employee also agrees to perform all other reasonable duties and comply with reasonable instructions issued by the Employer.

2.3 Reporting

The Employee shall report to the Chair of New Zealand Ultimate Incorporated or to any other representative of the Employer designated from time to time by the Employer.

3 Nature and Term of the Agreement

3.1 Fixed Term Individual Employment Agreement

This Employment Agreement is an individual employment agreement entered into under the Employment Relations Act 2000. The parties agree that this is a fixed term employment agreement. This agreement will commence on **ddmmyy**, and will end on **ddmmyy**.

The Employer has genuine reasons based on reasonable grounds for specifying that the employment agreement is to end at this time, namely that the Employer is an Incorporated Society reliant on funding from members which is assured only for the period noted above, and therefore the Society's resolution to employ an Executive Officer is only effective until ddmmyy.

4 Obligations of the Relationship

4.1 Obligations of the Employer

The Employer shall:

- (i) Act as a good Employer in all dealings with the Employee;
- (ii) Deal with the Employee and any representative of the Employee in good faith in all aspects of the employment relationship; and
- (iii) Take all practicable steps to provide the Employee with a safe and healthy work environment.

4.2 Obligations of the Employee

The Employee shall:

- (i) Comply with all reasonable and lawful instructions provided to them by the Employer
- (ii) Perform their duties with all reasonable skill and diligence
- (iii) Conduct their duties in the best interests of the Employer and the employment relationship
- (iv) Deal with the Employer in good faith in all aspects of the employment relationship
- (v) Document their hours of work and provide such documentation to the Employer in a timely manner
- (vi) Comply with all policies and procedures (including any Codes of Conduct) implemented by the Employer from time to time, and
- (vii) Take all practicable steps to perform the job in a way that is safe and healthy for themselves and their fellow employees.

5 The Place of Work

5.1 Flexible Location

The parties agree that the Employee shall perform their duties at the Employee's home, or such other place or places as may be agreed from time to time between the parties; and at any other reasonable location to which the Employee may be directed from time to time by the Employer.

6 Hours of Work

6.1 Hours

The Employee's normal hours of work shall be **8** hours per week (**0.2133 Full Time Equivalent**). The Employee's salary fully compensates them for all hours worked.

The hours of work may be performed at such times and places as agreed between the Employee and the Employer. The Employee accepts that, from time to time, the Employee may be required to perform duties at specific times and places as reasonably directed by the Employer (for example, but not limited to, attending meetings of the Board of the Employer).

7 Salary/Allowances

7.1 Annual Salary

For the fixed term employment agreement the Employee shall be paid a salary of **\$x** (i.e. the Employee's salary shall be equivalent to a full time salary of **\$y** per annum paid on a pro-rata basis), which shall be paid fortnightly in arrears on Thursday into a bank account nominated by the Employee.

7.2 Reimbursement of Expenses

The Employer shall reimburse the Employee for extraordinary expenses incurred on behalf of the Employer in the course of their employment under this Contract, provided that such expenses are reasonable and are agreed in advance by the Employer. Reimbursement shall be made upon production of appropriate receipts.

8 Holidays and Leave Entitlements

8.1 Annual Leave

The Employee shall be entitled to paid annual leave as set out in this clause. This clause is in substitution for and not in addition to the entitlements in the Holidays Act:

- (i) The Employee shall be entitled to four weeks annual leave per year (each such week consisting of the hours as set out in clause 6.1);
- (ii) The Employee's entitlement shall accrue on a pro-rata basis during each month of their employment from the first day of their employment.

If the employee leaves their employment before becoming entitled to enough annual holidays to cover the amount of annual holidays they took in advance, the employer may recover the amount paid to the employee for holidays taken in advance that is not covered by the employees annual holiday entitlement.

This clause is subject to the Wages Protection Act 1983. The employee's signature will satisfy the written consent requirement of section 5 of the Wages Protection Act 1983.

8.2 Sick Leave as set out in the Holidays Act

The Employee shall, after 6 months employment with the Employer, be entitled to five days sick leave for each subsequent 12 month 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 entitlement of 20 days.

8.4 Bereavement Leave as set out in the Holidays Act

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.

9 Other Entitlements/Benefits

9.1 Kiwisaver

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 KiwiSaver, including what employers and employees need to do to start a savings scheme, is available from <http://www.kiwisaver.govt.nz>.

When an employee is enrolled into a KiwiSaver scheme the Employee's KiwiSaver contributions will be deducted from their pay. The Employer will also make employer contributions to the Employee's KiwiSaver scheme if the employee is aged 18 years or over. A new employee has limited time to opt out of the KiwiSaver scheme, up to eight weeks from their first day of employment, although a late opt-out is sometimes possible. An existing employee who is eligible for KiwiSaver has the option of joining a KiwiSaver scheme. If an existing employee decides to join KiwiSaver they will not be able to opt out. The Employee should inform the Employer if they are already a member of KiwiSaver. See the enclosed information pack or visit <http://www.kiwisaver.govt.nz> for more information.

The Employee is entitled to an employer contribution to their KiwiSaver account or their complying account, if they are aged 18 years or over, under the new KiwiSaver legislation.

From 1 April 2009, employers will contribute a minimum of 3% of employees' gross salary or wage. Employees are expected to contribute a minimum of 3% of their gross salary or wage. The

Employee contribution will be deducted from the Employee's pay.

For further information regarding employee and employer contributions to KiwiSaver, visit <http://www.kiwisaver.govt.nz>.

10 Health and Safety

10.1 General Health and Safety Obligations

Both the Employer and the Employee shall comply with their obligations under the Health and Safety at Work Act 2015. This includes the Employer taking all reasonable 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.

10.2 Health and Safety Policies

The Employee shall ensure they are familiar with the Employer's health and safety policies, and any modifications to those policies that may be introduced from time to time.

10.3 Medical Examination

The Employer shall be entitled to require the Employee to undergo a medical examination, at the Employer's cost, by a registered medical practitioner nominated by the Employer.

Such requirement should be used where the Employer has reasonable grounds for concern that the Employee's health is affecting their safety at work, or the safety of others in the workplace.

11 Other Employment Obligations

11.1 Confidential Information

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 their 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 their services under this agreement. This includes, but is not limited to, information about the Employer's business.

11.2 Copyright and other Intellectual Property

All work produced for the Employer by the Employee under this agreement or otherwise and the right to the copyright and all other intellectual property in all such work is to be the sole property of the Employer.

11.3 Conflicts of Interest

The Employee agrees that there are no contracts, restrictions or other matters which would interfere with their ability to discharge their obligations under this agreement. If, while performing their duties and responsibilities under this agreement, the Employee becomes aware of any potential or actual conflict between their interests and those of the Employer, then the Employee shall immediately inform the Employer. Where the Employer forms the view that such a conflict does or could exist, it may direct the Employee to take action(s) to resolve that conflict, and the Employee shall comply with that instruction. When acting in their capacity as Employee, the Employee shall not, either directly or indirectly, receive or accept for their own benefit or the benefit of any person or entity other than the Employer any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Employer.

11.4 Use of Internet and Email

The Employee may have access to email and the Internet in the course of their employment. The Employee shall ensure that at all times their use of the email and Internet facilities at work meets the ethical and social standards of the workplace. Whilst a reasonable level of personal use is acceptable to the Employer, this must not interfere with the Employee's employment duties or obligations, and must not be illegal or contrary to the interests of the Employer. The Employee shall also comply with all email and Internet policies issued by the Employer from time to time.

11.5 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 customer or client in the course of their employment.

12 Restructuring and Redundancy

12.1 No Redundancy Compensation Payable

In the event the Employee's employment is terminated on the basis of redundancy, the Employee shall be entitled to notice of termination of employment as specified in the termination clause, but shall not be entitled to any additional payment, whether by way of redundancy compensation or otherwise.

13 Termination of Employment

13.1 General Termination

The Employer may terminate this agreement for cause, by providing **two weeks'** notice in writing to the Employee. Likewise the Employee is required to give **two weeks'** notice of resignation. The Employer may, at its discretion, pay remuneration in lieu of some or all of this notice period.

13.2 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;
- (iv) deliberate destruction of any property belonging to the Employer;
- (v) actions which seriously damage the Employer's reputation.

13.3 Suspension

In the event the Employer wishes to investigate any alleged misconduct, it may, after discussing the proposal of suspension with the Employee, and considering the Employee's views, suspend the Employee on pay whilst the investigation is carried out.

13.4 Termination on Medical Grounds

In the event the Employee has been absent from work for **five days**, which should represent an extended break from employment because of illness, the Employer shall be entitled to require the Employee to undergo a medical examination by a registered medical practitioner nominated by the Employer, at the Employer's cost. In assessing the Employee's fitness for work, the Employer shall take into account any report provided as a result of that examination, and any other medical report provided by the Employee within a reasonable time-frame. If, in the

reasonable opinion of the Employer, the Employee is incapable of the proper performance of their duties by reason of illness, the Employer may terminate this agreement by the provision of at least **two weeks'** notice.

13.5 Abandonment of Employment

In the event the Employee has been absent from work for one week 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 week without the need for notice of termination of employment.

13.6 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.

14 Resolving Employment Relationship Problems

If the employment relationship is to be as successful as possible, it is important that the Employer and Employee deal effectively with any problems that may arise. This procedure sets out information on how problems can be raised and worked through.

What is an employment relationship problem?

It can be anything that harms or may harm the employment relationship, other than problems relating to setting the terms and conditions of employment.

Clarify the problem

If either the Employer or Employee feels that there may be a problem in the employment relationship, the first step is to check the facts and make sure there really is a problem, and not simply a misunderstanding.

Either party might want to discuss a situation with someone else to clarify whether a problem exists, but in doing so they should take care to respect the privacy of other employees and managers, and to protect confidential information belonging to the Employer. For example, the Employee could seek information from:

- Friends and family
- The Department of Labour on 0800 20 90 20 or on its website at www.dol.govt.nz/er/solvingproblems/index.asp
- Pamphlets/fact sheets from the Department of Labour
- Their union (if they are a union member), a lawyer, a community law centre or an employment relations consultant.

Discuss the problem

If either party considers that there is a problem, it should be raised as soon as possible. This can be done in writing or verbally. Provided the Employee feels comfortable doing so, they should ordinarily raise the problem with their direct manager. Otherwise the problem can be raised with another appropriate manager. A meeting will usually then be arranged where the problem can be discussed. The Employee should feel free to bring a support person with them to the meeting if they wish.

The parties will then try to establish the facts of the problem and discuss possible solutions.

The Next Steps

If the parties are not able to resolve the problem by talking to each other, a number of options exist:

- Either party can contact the Department of Labour, who can provide information and/or refer the parties to mediation.
 - Depending on the nature of the problem, the issues involved may also be ones that the Labour Inspectors employed by the Department of Labour can assist with, i.e. minimum statutory entitlements such as holiday, leave or wages provision.
 - Either party can take part in mediation provided by the Department of Labour (or the parties can agree to get an independent mediator).
 - If the parties reach agreement, a mediator provided by the Department of Labour can sign the agreed settlement, which will then be binding on the parties.
 - The parties can both agree to have the mediator provided by the Department of Labour decide the problem, in which case that decision will be binding;
 - If mediation does not resolve the problem, either party can refer the problem to the Employment Relations Authority for investigation.
 - The Employment Relations Authority can direct the parties to mediation, or can investigate the problem and issue a determination.
 - If one or other of the parties is not happy with the Employment Relations Authority's determination, they can refer the problem to the Employment Court.
- In limited cases, there is a right to appeal a decision of the Employment Court to the Court of Appeal.

Personal Grievances

If the problem is a personal grievance, then the Employee must raise it within 90 days of when the facts that give rise to the grievance occur or come to their attention. A personal grievance can only be raised outside this time frame with the agreement of the Employer or in exceptional circumstances.

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.

15 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 Non Assignment by Employee

The Employee must personally perform the duties and responsibilities under this agreement and no subcontracting or assignment by the Employee is permissible.

15.3 Entire Agreement

Each party acknowledges that this agreement contains the whole and entire agreement between the parties as to the subject matter of this agreement.

15.4 Severability

The various provisions of this agreement are severable and if any provision is held to be invalid or unenforceable by any court of competent jurisdiction, then such invalidity or unenforceability shall not affect the remaining provisions of this agreement.

15.5 Deductions from Salary/Wages

Where requested by the Employee, the Employer shall deduct from their salary/wages any agreed amount for matters such as superannuation, a staff social club or union fees and pay the

amount to the organisation specified by the employee. The Employer shall also be entitled to deduct from any salary payment payable upon termination of employment any overpayment made to the Employee for leave taken in advance.

15.6 Employee Acknowledgment

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.

16 Declaration

16.1 Declaration

New Zealand Ultimate Incorporated offers this employment agreement to

Signed by:..... **Date:**.....

I, , 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:**.....