**This is a very basic employment agreement and is suitable for use in limited circumstances and after taking advice.**

**Complete / check / choose or delete all highlighted areas.**

 **remove highlights**

**Remove all red notes.**

**FIXED TERM INDIVIDUAL EMPLOYMENT AGREEMENT**

1. **The Parties**

**Employer name** (‘the Employer’)

and

**Employee name**  (‘the Employee’)

1. **Nature and Term of Employment**

2.1 This Employment Agreement is an individual employment agreement entered into under section 66 of the Employment Relations Act 2000. The parties agree that the employment shall be for a fixed term.

2.2 This agreement will commence on **insert start date or event**

2.3 This agreement will end on **insert end date or event**.

2.4 The Employee has been advised by the Employer when discussing this agreement, that the Employer has genuine reasons based on reasonable grounds for specifying that the employment agreement is to end at this time, namely **insert reason for fixed term agreement**.

90 day trial period, only IF the employer employs 19 or fewer employees and this employee has never been employed by the employer before.

2.2 The parties have agreed that there will be a trial period (pursuant to sections 67A and 67 B of the Employment Relations Act 2000) of 90 calendar days to assess and confirm suitability for the position. The trial period starts when the employee commences duties. During the trial period, the employer OR either party may give one weeks’ notice to terminate this employment, and in that event the employee agrees that the Employer may elect to allocate alternative duties to the employee, or require the employee not to perform duties and not to report to work, for the duration of the notice period. The employer may terminate employment for serious misconduct without notice. During the trial period any policies or terms of this agreement specifying alternative notice periods or processes prior to disciplinary action or termination shall not apply. In the event of termination during this trial period the employee may not pursue a personal grievance on the grounds of unjustified dismissal.

Or

2.2 This employment is subject to a probationary period of xxx months from the commencement of duties. The purpose of the probationary period is to allow the employer to assess the suitability of the employee for the role. The employer will provide the employee with reasonable training, support, feedback and time to achieve the required standards. If the Employer concludes that the Employee has not met the required standards, the Employer may terminate this employment during or at the conclusion of this probationary period, by providing one week of notice but only where a prior written warning has been issued. As an alternative to dismissal, the employer may extend the probationary period for a further one month to enable the employee to attain the required standards. The Employer shall adhere to a good faith process before issuing a warning or making a decision to terminate employment. The Employer shall be entitled to terminate without notice in the event of serious misconduct.

Or delete both the trial period and probation period

1. **Position**

3.1 The Employee is employed as **Position Title**

3.2 The employee’s duties and responsibilities are set out in the attached job description.

1. **Place of work**

4.1 The parties agree that the Employee shall perform their duties at **[address**], and at any other reasonable location to which they may be directed from time to time by the Employer.

1. **Hours of work**
	1. The employer’s hours of business are from **state business operating times** ­­­­on **state operating days of the week**. The employer may change these hours / days of business from time to time.
	2. The employee agreed hours of work per week are **x hours per week** and the required hours **will be notified by weekly roster.**

5.3 Agreed days of work: **MON TUE WED THUR FRI SAT SUN**

 **(delete any days which are excluded)**

1. **Pay**
	1. The employee shall be paid **$XX**  for each hour worked. This shall be paid **fortnightly** in arrears (after PAYE deductions) into the Employee’s nominated bank account
	2. The Employee hereby authorises the Employer to make deductions from the Employee’s pay in the event of an overpayment (although written notification of such deduction is required) or to recover any sums owed to the Employer. The Employer will consult with the employee before making such a deduction.

**7 Holidays and Leave Entitlements**

 The holiday and leave entitlements outlined in this agreement are inclusive of and in accordance with the entitlements provided in the Holidays Act 2003. Further information about holiday and other leave entitlements, including leave and assistance available for employees who are affected by domestic / family violence is available from the Ministry of Business Innovation & Employment (MBIE) www.employment.govt.nz or 0800 20 90 20, Employees who need clarification about their entitlements should ask their Manager.

**Holiday Pay**

7.1 The Employee is not entitled to paid annual holidays during this fixed term agreement. The Employee is entitled to holiday pay, calculated at 8% of gross earnings, and the parties have agreed that the holiday pay entitlement will be paid to the employee at the end of the period of employment OR holiday pay will be paid for each pay period as a separately identified part of the Employee’s pay, on each pay day

**Public Holidays**

7.2 The employee shall be entitled to be paid the portion of the employee’s relevant daily pay or average daily pay that relates to the time actually worked on the day plus half that amount again for the time actually worked on a Public Holiday.

7.3 The Employee shall be required to work on a public holiday, if the day falls on a day which is an agreed day of work for the Employee.

**Sick Leave**

7.4 The Employee is entitled to 10 days sick leave after 6 months employment. Sick leave can be taken where the Employee is sick or injured or where the Employee's spouse or a person who is dependent on the Employee for care is sick or injured.

 7.5 The Employee is required to provide a medical certificate (at the employee’s cost) where the Employee (or spouse or dependant) has been sick or injured for three consecutive calendar days. The Employer is entitled to require the employee to provide a medical certificate for absences / illness of less than three consecutive calendar days, at the employer's cost. In this event the employer will inform the employee as early as possible that such proof will be required and agree to reimburse the cost of providing the medical certificate.

**Bereavement Leave**

7.6The Employee is entitled to bereavement leave, in accordance with the Holidays Act 2003 after 6 months employment:

7.6.1 Up to three days of paid bereavement leave in relation to the death of their parent, grandparent, sibling, child, grandchild, spouse, or parent of their spouse; and

7.6.2 Three days if the employee is affected by the miscarriage or still-birth of a child in the circumstances set out in the Holidays Act 2003.

 7.6.3 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 (taking into account the factors set out in the Holidays Act 2003).

**8 Policies, Procedures, Codes and Instructions.**

The requirements contained in any policies, procedures, codes and written instructions are incorporated into this agreement. The Employee must comply with all policies and procedures (including any Codes of Conduct) implemented by the Employer from time to time as notified to the Employee.

1. **Termination of Employment**

9.1 This employment ends on the date set out in paragraph 2.3 above, or if there is no specified date, on the happening of the event specified in paragraph 2.3, and in this case, one week of notice of termination will be provided by the Employer.

9.2. During the currency of this agreement the Employer may terminate this agreement for cause, by providing one week of notice in writing to the Employee. The Employer may, at its discretion, pay remuneration in lieu of some or all of this notice period.

9.2 The Employee is required to give **one** week of notice of resignation, in writing. The Employer may, at its discretion, pay remuneration in lieu of some or all of this notice period. If the Employee fails to provide the agreed notice, the parties agree that the Employer shall be entitled to compensation for this breach of this agreement, and the parties agree that this shall be equivalent to what the employee would have earned during the notice period.

**Serious Misconduct - Termination**

9.3 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:

 9.3.1 Unlawful removal or use of property belonging to the employer, a colleague or other business contact;

 9.3.2 Dishonesty;

 9.3.3 Harassment, threats or violence towards a work colleague, customer or business contact;

9.3.4 Serious or repeated failure to follow a reasonable instruction or to comply with health and safety instructions;

 9.3.5 Deliberate or reckless destruction of any property belonging to the Employer;

 9.3.6 Actions which seriously damage the Employer's reputation

**Abandonment of Employment**

9.4 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, and inform the Employee that the Employer intends to rely on this provision, this agreement shall automatically terminate on the expiry of the third day without the need for notice of termination of employment.

**10** **Suspension**

10.1 In the event the Employer wishes to investigate any alleged misconduct or fitness to work 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.

**11 Restructuring and Redundancy**

11.1 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 adhere to the following process when negotiating with the new Employer about the sale, transfer or restructure to the extent that it relates to affected Employees:

11.1.1 The Employer will consult (where possible) with affected Employees regarding the proposed sale, transfer or restructuring.

11.1.2 The Employer will negotiate with the new Employer regarding the possible transfer of affected Employees.

11.1.3 In the event that the Employee is not to be offered employment with the new Employer on similar terms and conditions, the Employer will consider what assistance will be available to those who do not transfer.

11.2 The employee shall be entitled to two weeks’ notice (which the employer may elect to pay in lieu). No redundancy compensation is payable in the event of a redundancy.

**12 Resolving Employment Relationship Problems**

12.1 If 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 Innovation and Employment (MBIE)’s mediation service. The Employee can obtain information / advice from MBIE www.employment.govt.nz, or 0800 20 90 20, or from a lawyer or union.

12.2 If the issue is a personal grievance, the Employee must present that grievance within 90 days of the event giving rise to the grievance unless the Employer agrees to extend that time period or the Employment Relations Authority grants an extension of time.

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**Employee Acknowledgement**

I **Employee’s Name** acknowledge that I have read and understand the terms and conditions of my employment with the employer and

* I have been advised of my right to take independent advice on the proposed terms and conditions of the Individual Employment Agreement; and
* I have been provided with a reasonable opportunity to take that advice; and
* I agree to the terms of this Individual Employment Agreement, and the Employers manual / policies and procedures that have been notified to me.
* I have been provided with the KiwiSaver information package

Employer Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 JOB DESCRIPTION

POSITION TITLE**: Position Title**

REPORTS TO: **Position reports to**

KEY TASKS

KEY RESPONSIBILITIES