

Template

Example only

Individual Employment Agreement between an Employer and an Employee (1.1)

Example – Individual Employment Agreement

The parties to this employment agreement are:

1. [INSERT EMPLOYER'S NAME], the “Employer”; and
 2. [INSERT EMPLOYEE'S NAME], the “Employee”.
-

Position (2.1)

Example – Position

The Employee is being employed as [INSERT TITLE OF POSITION].

Duties (2.2)

Example – Duties as set out in the job description

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

Place of Work (5.1)

Example – Fixed Place of Work

The parties agree that the Employee shall perform their duties at [INSERT LOCATION OF EMPLOYER’S PREMISES].

Working Hours (6.1)

Example – Full Time Hours of Work

The Employee's hours of work shall be [INSERT NUMBER] hours per week on [INSERT DAYS], between the hours of [INSERT START AND FINISH TIMES].

Types of Pay (7.1)

Example – Annual Salary

The Employee's salary shall be \$[INSERT FIGURE] per annum, which shall be paid [INSERT PAY PERIOD] on [INSERT DAY ON WHICH PAYMENT WILL BE MADE] [INSERT PAYMENT METHOD].

Public Holidays (8.4)

Example – 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.

Resolving Employment Relationship Problems (14.1)

Example – Long Form

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 Employment Relations Info-line on 0800 800 863 or on its website at www.ers.dol.govt.nz;
- Pamphlets/fact sheets from the Employment Relations Service; and
- 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 Employment Relations Infoline, 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 Employment Relations Service (or the parties can agree to get an independent mediator). If the parties reach agreement, a mediator provided by the Employment Relations Service 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 ERS 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 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 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.

Don't Forget: With every offer of employment there must be a signed and dated signature of acknowledgement that the agreement has been accepted by both parties.
