Template individual employment agreement

User notes

This agreement and user notes have been prepared by Dundas Street Employment Lawyers for use for any full time, permanent employee of your business. Every employee must have a written employment agreement. All employers will be required to retain a signed copy of the employment agreement or the current signed terms and conditions of employment.

The specific terms of the agreement should reflect the nature of the employee's position and the requirements of your business.

The template includes the mandatory requirements to be legally compliant. When making changes to the template, bear in mind that an individual employment agreement must contain at least the clauses listed below to meet the minimum requirements by law:

- parties (employer and employee)
- position
- duties
- place of work
- working hours
- type of pay
- public holidays
- rights in contracting out situations
- restructuring due to transfer
- negotiations with new employer
- no transfer of employment
- resolving employment relationship problems

In some situations, an employment agreement must also legally include the following clauses relating to hours of work:

- shift cancellation provision
- availability provision

Dundas Street Employment Lawyers can assist with drafting these clauses to suit your needs.

suggested additional clauses

There are a wide range of clauses that may be useful for certain employees and in certain circumstances, for example (some of these are included in the template):

- position and duties
  - reporting
  - performance objectives
  - performance reviews
  - secondment
- nature and term of the agreement
  - trial period
  - probationary period
- obligations of the relationship
  - employee obligations
  - employer obligations
- type of pay
  - commission
  - bonuses
  - penal rates
  - overtime
  - reimbursement of expenses
  - travel expenses
- leave
  - sick leave
  - bereavement leave
  - parental leave
  - unpaid leave
  - annual closedown
  - jury duty
- other entitlements
  - superannuation
  - KiwiSaver
  - medical insurance
  - gym memberships
  - use of mobile phone
  - use of car park
  - use of company vehicle
  - personal development
  - subsidised child care
- health and safety
  - general obligations
  - drug testing

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- medical examination
- other employment obligations
  - confidential information
  - conflict of interest
  - insider trading
  - use of internet and email
  - use of social media
  - privacy
  - restraint of trade
  - non-dealing
  - non-solicitation (clients and employees)
- termination of employment
  - suspension
  - serious misconduct
  - termination on medical grounds
  - abandonment

We would be more than happy to assist with drafting these clauses to suit your needs.

other types of employment agreement

This sample individual employment agreement will suit many employees, but other types of employment agreement may be more appropriate for your employment arrangements, and we can assist with preparing these:

- casual individual employment agreement for casual employees, where an employee is employed when and if needed, and where there is no particular expectation of continuing employment
- fixed term individual employment agreement for employees engaged for a defined period for genuine reasons - like seasonal work, project work, or where the employee is filling in for a permanent employee on leave.

We can also offer independent contractor agreements where that is appropriate for your business.

using this template

The statement in the footer, along with the square brackets used throughout, are included to assist in the preparation of this document. They are for reference only – you should delete the square brackets and the statement in the footer from the final form of your document.

The use of [square brackets] around black text means that:

- The requested details need to be inserted
- There are different options for you to consider within a clause
- The whole clause is optional and you need to consider whether to include it, based on the company's circumstances.

Before finalising your document, check for all square brackets to ensure you have considered the relevant option and ensure that all square brackets have been deleted.

If you delete any clauses or schedules, remember to cross reference check the document.

Kind regards

Dundas Street Employment Lawyers

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Confidential

INDIVIDUAL EMPLOYMENT AGREEMENT

BETWEEN

[Insert employer name] "**Employer"**

AND

[Insert employee name] "**Employee"**

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INDIVIDUAL EMPLOYMENT AGREEMENT

BETWEEN [***Insert employer name***] "**Employer**" of [***insert employer location***]

AND [***Insert employee name***] "**Employee**" of [***insert employee location***]

(Collectively referred to as "**the Parties**")

AGREEMENT

1 Position

The Employee is employed in the position set out in the First Schedule.

2 Location

2.1 The Employee is employed at the location set out in the First Schedule.

2.2 The Employee may from time to time be required to travel throughout New Zealand and overseas to the extent that travel is necessary to perform the Employee's duties under this Agreement.

3 Trial Period

3.1 The Employee's employment under this Agreement is subject to a Trial Period in accordance with sections 67A and 67B of the Employment Relations Act 2000. The Trial Period shall start on the Commencement Date and continue for 90 days.

3.2 Either party may terminate the employment relationship by giving one weeks' notice of termination before the end of the Trial Period. To avoid doubt, the Termination clause does not apply to termination in accordance with this clause.

3.3 If the Employee is given notice of the termination of their employment by the Employer in accordance with this Trial Period clause, whether the termination takes effect before, at, or after the end of the Trial Period, the Employee may not bring a personal grievance or legal proceedings in respect of the dismissal.

3.4 Nothing in this clause shall prevent the Employer from terminating the Employee's employment summarily in accordance with the Termination clause of this Agreement at any time within the Trial Period.

4 Duties of Employees

4.1 The duties to be undertaken will include those set out in the Second Schedule.

4.2 The Employee will devote all normal working hours and use the Employee's best endeavours to perform the duties in a manner which will best promote the interests of the Employer. The Employee will carry out and comply with all reasonable and lawful directions given to the Employee by the Employer.

4.3 The Employee may be required from time to time to perform other duties within the Employee's capabilities in addition to those normally undertaken.

5 Hours of Work

5.1 The Employee shall work the Hours of Work set out in the First Schedule.

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5.2 In order to perform the job effectively, the Employee may be required to work additional hours as required by the Employer. The Employee agrees and accepts that the remuneration payable under this Agreement includes reasonable compensation for making themselves available to perform any such additional hours under this provision, and for working those hours.

6 Remuneration

6.1 The Employee will receive the remuneration set out in the First Schedule. The Employee will be paid by direct credit, to the Employee's nominated New Zealand bank account. The remuneration specified in this Agreement is payment for the overall performance of the job.

6.2 The Employee's remuneration may be adjusted in accordance with remuneration reviews carried out from time to time. The Employee's performance and the financial position of the Employer may be factors taken into account in any remuneration reviews. Any change to the remuneration will be determined at the sole discretion of the Employer.

7 Expenses

Where the Employee is authorised to incur actual and reasonable expenses in the proper performance of the Employee's duties, those expenses will be reimbursed provided that they are reasonable and appropriate and supported by the production of receipts and any necessary reimbursement forms have been completed.

8 Annual Holidays

8.1 The Employee is entitled to the annual holidays set out in the First Schedule after each 12 months of continuous employment with the Employer in accordance with the Holidays Act 2003, and any amending or substituting legislation.

8.2 Annual holidays will be taken at a time mutually agreed between the Employer and Employee. However, if the parties are unable to reach agreement on the timing of annual holidays, the Employer may direct the Employee to take annual holidays on 14 days' notice.

8.3 The Employee shall provide the Employer with 14 days' notice of their preferred dates for annual holidays.

8.4 The Employee will be paid for annual holidays in the pay that relates to the period during which the holiday is taken.

9 Public Holidays

9.1 The Employee is entitled to public holidays in accordance with Holidays Act 2003, and any amending or substituting legislation. However, the Employee agrees that they shall, where required by the Employer, work on a public holiday.

9.2 The Employee agrees not to work on a public holiday unless specifically directed by the Employer.

9.3 If the Employee works on a public holiday, the Employee will receive payment at one and a half times the applicable rate of pay for the time actually worked on the public holiday.

9.4 If the Employee is directed to work on a public holiday, and actually works on that public holiday, and that day would otherwise have been a working day for the Employee, the Employee shall be entitled to an alternative holiday.

10 Sick Leave

10.1 If the Employee has completed 6 months' current continuous employment with the Employer or has, over a period of 6 months, worked for the Employer for:

a) at least an average of 10 hours a week during that period; and

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b) no less than 1 hour in every week during that period or no less than 40 hours in every month during that period,

the Employee shall be entitled to the Sick Leave set out in the First Schedule, in each ensuing period of 12 months in accordance with the Holidays Act 2003 and any amending or substituting legislation.

10.2 Sick leave may be taken when:

a) the Employee is sick or injured; or

b) the Employee's partner or spouse is sick or injured; or

c) a person who depends on the Employee for care is sick or injured.

10.3 The Employee may accumulate up to 15 days' sick leave, to a maximum of 20 days' current entitlement in any year. Any accumulated sick leave will not be paid out on termination.

10.4 If the Employee intends to take sick leave, the Employee must notify the Employer as early as possible before the Employee is due to start work on the day that leave is to be taken; or if that is not practicable, as early as possible after that time.

10.5 If the Employee takes sick leave and is absent for three consecutive calendar days or more (regardless of whether they are working days for the Employee), the Employee must (at the Employee's own cost) provide proof of illness or injury. The Employer may ask for proof of illness or injury (at the Employer's cost) if the Employee is absent for less than three days in accordance with the Holidays Act 2003 and amending or substituting legislation.

10.6 The Employee agrees that the sick leave entitlement set out in this Agreement is inclusive of, and not in addition to the entitlements to sick leave set out in the Holidays Act 2003, and any amending or substituting legislation.

11 Bereavement Leave

11.1 If the Employee has completed 6 months' current continuous employment with the employer or has, over a period of 6 months, worked for the Employer for:

a) at least an average of 10 hours a week during that period; and

b) no less than 1 hour in every week during that period or no less than 40 hours in every month during that period;

the Employee shall be entitled to paid bereavement leave in accordance with the Holidays Act 2003, and any amending or substituting legislation.

11.2 Bereavement leave shall be as follows:

a) up to three days paid bereavement leave on the death of the Employee's partner or spouse, parent, child, brother or sister, grandparent, grandchild, or spouse's or partner's parent.

b) one day's paid bereavement leave on the death of any other person if the Employer accepts, that the Employee has suffered a bereavement as a result of the death.

11.3 In determining if the Employee has suffered a bereavement, the Employer will consider relevant factors including the following:

a) the closeness of the association between the Employee and the deceased person;

b) whether the Employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death; or

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c) any cultural responsibilities of the Employee in relation to the death.

11.4 If the Employee intends to take bereavement leave, the Employee must notify the Employer of that intention as early as possible before the Employee is due to start work on the day that is intended to be taken as bereavement leave; or if that is not practicable, as early as possible after that time.

12 Parental Leave

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

13 Termination

13.1 This Agreement and the Employee's employment may be terminated by either party upon the notice set out in the First Schedule being given in writing. The Employer, at its discretion, may make a payment in lieu of notice and not require the Employee to work out some or all of the notice period.

13.2 The Employer may summarily dismiss the Employee's employment without notice in the event of serious misconduct.

14 Termination on Medical Grounds

The Employee acknowledges that the Employer may terminate this Agreement by giving the notice specified in the First Schedule to the Employee, if as a result of sickness or injury the Employee is rendered incapable of the ongoing proper performance of the Employee's duties under this Agreement.

15 Medical Assessment

15.1 The Employee agrees that the Employer may request that the Employee undergo a medical or psychiatric examination or assessment by a registered medial practitioner nominated by the Employer:

a) if the Employee has been absent from work due to a condition, illness or injury; or

b) in the course of assessing whether the Employee is capable of performing the Employee's duties under this Agreement; or

c) if the Employer considers, in its opinion, that the Employee's physical and/or mental health may be affecting the Employee's ability to perform the duties under this Agreement safely and effectively.

15.2 The Employee agrees that the results of any such medical examination or assessment shall be copied to the Employer.

15.3 The Employer shall meet the costs of the requested medical examination or assessment.

15.4 If the Employee refuses to attend a medical examination or assessment under this clause, the Employer reserves the right to make a decision regarding the Employee's fitness to perform the Employee's duties under this Agreement, on the information it has available.

16 Suspension

16.1 The Employer reserves the right to suspend the Employee at its discretion:

a) while investigating allegations of serious misconduct, negligence in the performance of the Employee's duties, or any other misconduct or repeated breach of this Agreement; or

b) where because of a condition, illness, or injury, the employer believes that the Employee constitutes an immediate hazard to them-self or to others.

16.2 If the completion of an investigation into the conduct of the Employee is delayed or frustrated because the Employee has failed, for any reason, to participate in a timely manner in the investigation process, or the

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circumstances otherwise warrant it for whatever reason, the Employer may give notice that any further period of suspension will be unpaid.

17 Redundancy

17.1 Redundancy arises where the Employee's position is surplus to the Employer's requirements. The Employer may terminate the Employee's employment on notice, or with payment in lieu of notice, for redundancy. If the Employee's employment is terminated by reason of redundancy, no redundancy compensation is payable.

17.2 No notice or redundancy compensation shall be owed if there is a sale, transfer, lease, amalgamation, succession, reorganisation or restructuring of the whole or part of the Employer's business where the Employee is offered employment by the purchaser, transferee, lessee, amalgamated company, successor or the Employer, in the same or similar capacity (or any other capacity which the Employee is willing to accept), on terms and conditions that are no less favourable overall.

18 Employee Protection Provision

If the Employer proposes to restructure (as defined in section 69OI of the Employment Relations Act 2000), and the proposal may result in the Employee's work being performed for a new employer, the Employer will:

a) discuss and negotiate with the new employer as to whether the Employee may:

i. transfer to the new employer on terms and conditions of employment set out in the Employee's Employment Agreement; or

ii. transfer to the new employer on different terms and conditions of employment set out in the Employee's Employment Agreement; or

iii. not transfer to the new employer; and

b) the general process the Employer will follow in negotiations with the "new employer", to the extent that it relates to the Employee, will include:

i. advising the Employee of intended timeframes for relevant meetings (if any) in the restructuring process;

ii. advising the Employee of what would generally be discussed in any of those meetings;

iii. reporting back on outcomes of any of those meetings with the "new employer" to the extent that they relate to affected employees; and

iv. after the discussions and negotiations, communicate with the Employee to outline the Employee's options and entitlements.

19 Abandonment of Employment

If the Employee is absent from work, without the consent of, or notification to, the Employer, for more than three consecutive days, and without good reason, the Employee will be deemed to have terminated the Agreement at the end of the third working day unattended.

20 Deductions

The Employee consents, in terms of the Wages Protection Act 1983, to the Employer deducting from the Employee's pay (including holiday pay and final pay) any overpayments, outstanding debts or moneys owed by the Employee to the Employer, or the value of any unreturned property. The Employee will be consulted prior to any deduction being made under this clause.

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21 Property

On the termination of employment, the Employee shall immediately deliver to the Employer all property belonging to the Employer, including but not limited to: all documents, information (in any form), diaries, keys, usernames and passwords, electronic storage devices, or other property within the Employee's possession, control or knowledge relating to the affairs and business of or belonging to the Employer.

22 Confidentiality

22.1 In this Agreement Confidential Information means all information which is not in the public domain and which is reasonably regarded by the Employer as confidential to it which the Employee becomes aware of in the course of carrying out their duties under this Agreement including, but not limited to:

a) this Agreement and any other commercial agreements;

b) policies and procedures;

c) trade secrets;

d) the Employer's financial affairs;

e) confidential business and technical information;

f) business methods and management systems;

g) detailed information and records relating to clients, suppliers, staff and parties with whom the Employer deals commercially;

h) strategic information relating to the techniques and modes of merchandising, budgeting, market analysis, advertising, products and services;

i) computer software and data;

j) know-how not generally known to the public.

22.2 The Employee shall hold all Confidential Information in confidence and will not without the prior written consent of the Employer directly or indirectly at any time during the term of this Agreement or following its termination for any reason (for so long as the information continues to be Confidential Information):

a) use, or permit the use of, any Confidential Information;

b) disclose, or permit the disclosure of, any Confidential Information to any person, firm, company or organisation;

c) copy or permit the copying of, any material containing Confidential Information for personal use or for use by any other unauthorised person, firm, company or organisation;

other than to the extent necessary to carry out the Employee's duties under this Agreement or as required by law.

22.3 The Employee acknowledges that the Employer will treat a breach of this clause as serious misconduct and may terminate the Employee's employment summarily.

23 Intellectual Property

23.1 The Employer owns all intellectual property rights including patents, designs, copyright, confidential information and other like rights relating to work carried out by the Employee during the performance of the Employee's duties while employed by the Employer, including the benefit of any foreign intellectual property rights arising under any treaty.

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23.2 The Employee agrees to do all things and execute all documents required for the Employer to obtain intellectual property rights in works produced by the Employee, including the execution of all documents required to secure patent and design registrations in New Zealand and overseas. The Employee agrees to execute all documents required to perfect the Employer's title to that intellectual property.

23.3 The Employee agrees to provide all reasonable assistance required by Employer, at its expense, to enable it to maintain and enforce its intellectual property whether during or after the term of this Agreement.

23.4 The Employee shall fully disclose to the Employer details of all inventions, discoveries, know how, designs, copyright works and all other intellectual property produced or conceived during the course of employment with the Employer.

23.5 All intellectual property owned by the Employee prior to joining the Employer remains the property of the Employee. If the Employee chooses to use that Employee intellectual property during their employment, the Employer shall have a perpetual royalty free worldwide licence to the intellectual property when embodied in work for the Employer including the right to use and sublicense the use of that intellectual property in products and services it supplies during the term of Employee's employment or afterwards. The Employee shall not incorporate any material that is subject to third party intellectual property rights unless an appropriate licence is obtained.

23.6 The Employee agrees not to publicly disclose or use any invention prior to a patent application being lodged without the express approval of the Employer.

23.7 This clause shall survive the termination of this Agreement.

24 Conflict of Interest

24.1 The Employee shall not during the term of this Agreement be directly or indirectly interested in any business or activity which may:

a) compete, or have the potential to compete with the business of the Employer;

b) affect, or have the potential to affect, the performance of the Employee's duties under this Agreement; or

c) otherwise constitute a conflict of interest, or have the potential to constitute a conflict of interest, with the Employer;

except with the prior written consent of the Employer.

24.2 The Employee understands and agrees that the Employer has genuine reasons, based on reasonable grounds, for the inclusion and potential application of possible restrictions on the Employee's ability to perform work for another person during this term of this Agreement. Those genuine reasons may relate to the need to:

a) ***[Insert as relevant – seek advice first e.g.*** *protect the Employer's commercially sensitive information;*

b) *protect the Employer's intellectual property rights;*

c) *protect the Employer's commercial reputation;*

d) *protect the Employer's image and reputation;*

e) *ensure, so far as is reasonably practicable, the Employee's health and safety under the Health and Safety at Work Act 2015 or that of other employees;*

f) *prevent a real conflict of interest that cannot be managed without including a provision of this nature****].***

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24.3 Should the Employee wish to undertake any of the activities listed in clause 24.1 above, the Employee must immediately draw this to the Employer's attention, and obtain prior written consent. Where consent is sought in relation to performing work for another person during the term of this Agreement, such consent:

a) will not be unreasonably withheld; and

b) where it is to be withheld, will be based on one or more of the reasons set out in clause 24.2 above and will be applied only to the extent necessary to manage the actual or potential conflict at issue.

24.4 The Employee shall notify the Employer of any actual, potential or possible conflicts of interest, or business or activity described above, immediately and agrees to comply with any instructions issued by the Employer in relation to the matter.

25 Restraint of trade

25.1 For a period of three months following the termination of their employment for whatever reason, the Employee shall not, either personally, or as an employee, consultant or agent for any other entity or employer, carry on business in competition with the Employer within [*a radius of [**insert number**] kilometres from the Employer's premises*.]

25.2 For a period of three months following the termination of their employment for whatever reason, the Employee shall not, either personally, or as an employee, consultant or agent for any other entity or employer, seek to solicit or carry out any work of the same nature for any client or customer of the Employer with which the Employee had any contact or dealings whilst employed by the Employer.

▲ ***Legal advice should be sought on the inclusion of, and action taken under Restraint of Trade clauses. In considering using these provisions it is important that the restraint applied, particularly the term of the restraint and the geographic extent of the restraint, is deemed appropriate for the nature of the relationship between the Employer, the Employee and the Employer's clients. Three month restraint and non-solicitation periods have been provided for, but this may need to be adjusted to suit the circumstances. The geographic restraint in clause 25.1 should be kept to the minimum required to provide a material level of protection to the Employer's business.***

26 Health and Safety

26.1 To maintain a safe working environment the Employee is required to comply with any health and safety rules and procedures in place, and to comply with any reasonable instructions relating to health and safety. The Employee must take reasonable care of their own health and safety, and take reasonable care that their acts or omissions do not adversely affect the health and safety of others. The Employee is required to report all potential hazards to the Employer and co-operate in assisting the Employer to eliminate, minimise and/or monitor such hazards. Failure to comply with this clause, and/or the Employee's obligations under the Health and Safety at Work Act 2015 may constitute serious misconduct.

26.2 The Employee agrees to advise the Employer, without delay, if the Employee feels stressed at work.

27 Resolution of Employment Relationship Problems

27.1 If the Employee has an employment relationship problem the Employee should advise the Employer of it. The parties will discuss and attempt to resolve the problem in the first instance.

27.2 If the problem cannot be resolved between the parties directly, then either party may refer the problem to the Department of labour for mediation. Where the problem is not resolved through mediation, the Employment Relations Authority may be asked to determine the problem.

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27.3 If the problem is in the nature of a personal grievance, then the Employee must raise the grievance with the Employer within 90 days beginning with the date of the alleged action giving rise to the grievance, or coming to the notice of the Employee, whichever is the later.

27.4 If the Employee is outside the 90 day period and the Employer does not consent to waive the time limit, the Employee can apply to the Employment Relations Authority for leave to pursue the grievance on the grounds that the Employee's delay in raising the grievance was caused by exceptional circumstances.

27.5 The Employee is not entitled to pursue a personal grievance against the Employer for unjustified dismissal if their employment is terminated in accordance with clause 3.

28 Rules, Policies and Procedures

The Employer shall be entitled to introduce, vary or cancel rules, policies and procedures, at its sole discretion. Such rules, policies and procedures shall come into effect as notified by the Employer from time to time. All rules, policies and procedures shall bind the Employee and be fully observed and complied with by the Employee.

29 Citizenship / Residency / Work Permit

It is a fundamental condition of this Agreement that the Employee is legally entitled to work in New Zealand.

30 Completeness

The terms and conditions set out in this Agreement represent the entire agreement of the parties and replace any previous agreements, contracts and understandings.

31 Variation

Notwithstanding the provisions of any clause in this Agreement, the terms and conditions contained in this agreement may be varied by agreement in writing between the Employer and the Employee.

32 Severance

If any term, clause or provision of this Agreement is deemed to be invalid or unlawful for any reason, it shall not affect any other term, clause or provision, and shall be deemed severed from this Agreement without affecting the validity of the remainder of this Agreement.

33 Jurisdiction

The parties agree that their employment relationship and this individual employment agreement shall be applied and enforced under the laws of New Zealand.

DECLARATIONS

I, [***Insert employee name***] declare that:

1 I have read, and fully understood the terms and conditions of this Agreement, and have received a copy of this Agreement.

2 I was given the opportunity to seek independent legal advice and/or explanations of any term or condition which I did not understand prior to signing the Agreement.

3 I do not have any physical and/or medical conditions which could affect my ability to carry out my duties and responsibilities under this agreement

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4 The information provided by me is true and correct to the best of my knowledge and belief.

5 I understand that if the Employer discovers that I have supplied any false information or have misled the Employer in any way, this agreement may be terminated immediately.

Signed by [***Insert employee name***]

_____

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EXECUTION

DATED this [***Insert day***] day of [***Insert month***] ***2016***

Signed by	)	
[***Insert employee name***]	)	.....
	)	

Signed by	)	
[***Insert authorised employer signatory***]	)	.....
for and on behalf of [***Insert employer name***]		

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First Schedule

Position:	[***Insert position***]
Remuneration:	[***Insert $ salary***] (gross) per annum
Location:	The Employee is employed to work at the Employer's premises, which are currently located at [***Insert work location***].
Commencement Date:	[***Insert commencement date***]
Hours of Work:	[***Insert hours***] per week between the hours of 8.30am and 5pm, Monday to Friday
Sick leave:	5 days per annum
Annual holidays:	4 weeks per annum
Notice Period:	4 weeks

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Second Schedule

Position Description:

This position description may be amended, varied or replaced at the Employer's discretion, provided that the Employer shall consult with the Employee about any such amendment, variation or replacement, prior to implementation.

[***Attach or insert***]

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[*Sample cover letter on employer letterhead*]

[***Insert offer date***]

[***Insert employee name***]
[***Insert employee address***]

Dear [***Insert employee first name***]

OFFER OF EMPLOYMENT

I am delighted to offer you employment with [***Insert employer name***] as a [***Insert position***] on the terms and conditions set out in the attached Individual Employment Agreement. The Individual Employment Agreement specifies the remuneration, hours of work, and other terms and conditions of this offer.

As a new employee you will be automatically enrolled in KiwiSaver. We will deduct your required employee contributions from your remuneration and remit them to the Inland Revenue Department in accordance with the KiwiSaver Act 2006. You are only able to opt out of KiwiSaver between the 13th and 55th day following your first day of employment with us, so if you intend to, you must do so within this timeframe. Please find enclosed a KiwiSaver Information pack.

In accordance with the Employment Relations Act 2000, you are entitled to seek independent advice about the terms of this offer, before you accept it.

If you would like to accept this offer of employment, please sign both copies of the attached Individual Employment Agreement, and return one copy to [***Insert HR contact name***] by [***Insert date***]. If you do not accept this offer by that date, it will be automatically withdrawn.

[***Insert first name***], we hope you will accept this offer, and look forward to you joining the team. If you have any questions or concerns about the offer, please let me know.

Yours sincerely

[***Insert manager name***]

[***Insert manager title***]

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