

# Individual Employment Agreement Explanatory Notes and Sample Agreement

# 1. Overview

- 1.1. Under the Employment Relations Act 2000 (ERA) every employee is required to have a written employment agreement, containing at least certain key terms and conditions. Where the work is not covered by a Collective Employment Agreement (CEA), or where the employee is not a union member, the agreement will be an Individual Employment Agreement (IEA).
- 1.2. Under the ERA, an IEA must include:
  - the names of the employer and the employee
  - a description of the work to be performed (include as a position description)
  - an indication of the place of work
  - the agreed hours or an indication of the hours that the employee will work, this includes agreement on any or all of the following:
    - the number of hours
    - the start and finish times
    - o or the days of the week the employee will work.
  - the wage rate or salary payable (must be equal or greater than the relevant minimum wage) and how it will be paid
  - a plain explanation of how to help resolve employment relationship problems including advice that personal grievances must be raised within 90 days
  - a statement that the employee will get (at least) time-and-a-half payment for working on a public holiday
  - for relevant employees, an employment protection provision to apply if the employer's business is sold or transferred, or if the employee's work is contracted out
  - any other matters agreed on, such as trial periods, probationary arrangements, or availability provisions
  - the nature of the employment if the employment is fixed-term
- 1.3. It should be noted that if the employer is a party to a CEA (for primary care, this will most likely be the Primary Health Care Multi Employer Collective Agreement (PHC MECA)), if the work is included in the coverage clause of the collective agreement, then employees must be employed under the CEA for the first 30 days of their employment. After 30 days, if they choose not to join the union, they must

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be offered an IEA. Refer to our advisory on Union Membership and Collective Agreements.

- 1.4. Hauora Taiwhenua Rural Health Network (HTRHN) has developed a sample IEA (Appendix A of this document) which may be amended to suit the needs of members.
- 1.5. Care needs to be taken if changes are contemplated. No change should be made where that would result in less than the statutory minima being provided, or the removal of compliance issues as per the ERA.
- 1.6. The ERA includes a number of requirements for employment agreements but does not specify a particular format. These requirements have been incorporated into the sample agreement.
- 1.7. IEAs must not contain anything that is contrary to law or inconsistent with the Act. Neither party is permitted to contract out of the ERA or any other Acts that may apply to the employment relationship.

# 2. Offers of Employment and Negotiating in Good Faith

- 2.1. Employers must be prepared to consider and respond to changes requested by prospective employees to the terms of the IEA that they have offered. As in any negotiation, there will be trade-offs, no-go areas and limits but remember, if you cannot agree on terms for an agreement, you do not have to proceed with the offer of the position if that offer was made conditional upon agreeing terms of employment.
- 2.2. Negotiations must be carried out in "good faith" being active, constructive, responsive and communicative. An employer must demonstrate through their behaviour and words that any change requested by the employee has been seriously considered to avoid a potential claim of a breach of good faith. Think through the implications and provide an explanation for the decision where a requested change is rejected.
- 2.3. HTRHN recommends that any offer of employment is made conditional upon the parties concluding and signing an agreement. A reasonable timeframe as to when the offer of employment will expire should be provided. If a satisfactory agreement cannot be reached despite meaningful negotiation, the offer can then be withdrawn.
- 2.4. A sample IEA is included in this document as Appendix A.
- 2.5. This should be both advised verbally and written into a letter of offer that accompanies the proposed IEA. A sample letter of offer is included in this document as Appendix B.

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2.6. The employee is entitled to seek independent advice before signing the IEA and should be allowed reasonable time to do this. Do not ask an employee to sign the agreement immediately.

This document was reviewed April 2025.

Need more help?

Contact HTRHN:

Phone021-595-937EmailRobyn Fell: robyn.fell@htrhn.org.nz

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Date: March 2024

**APPENDIX A** 

# **INDIVIDUAL EMPLOYMENT AGREEMENT - SAMPLE**

BETWEEN:	[ <mark>Insert employer's name</mark> ] ("the employer")
AND:	[Insert employee's name] ("the employee")

# Interpretation

In this agreement, unless the context otherwise requires:

"Act" means the Employment Relations Act 2000, and its amendments;

"Employer" means [insert employer's name] and includes where the context permits any person (such as a manager) to the extent that such person from time to time exercises the powers or duties of the employer.

# 1 Commencement of Employment

- 1.1 This individual agreement shall come into force on [date].
- 1.2 This agreement is an Individual Employment Agreement between the employer and the employee within the meaning of the Act.
- 1.3 This agreement constitutes the entire agreement between the employer and employee and supersedes all previous representations, negotiations, commitments, communications, either written or oral, between the parties.

#### 2 Work Duties and Location

- 2.1 The employee is engaged as a [insert position] based at [insert location], reporting to the [insert]. An outline of the position is attached to this agreement in the form of a position description in Schedule C. The parties agree that this is a flexible statement of the duties, and the employee agrees that they are prepared to take on any reasonable and lawful task, as directed by the employer or any manager on behalf of the employer from time to time, to further the interests and objectives of the employer.
- 2.2 The duties of the position description may be amended from time to time, following consultation with the employee.

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- 2.3 The employee will use their best endeavours to promote, develop and extend the employer's business interests and reputation and not do anything to its detriment.
- 2.4 The employee may be required to travel to such places, in such manner and on such occasions, as the employer reasonably requires.

# 3. Remuneration

- 3.1 The employee shall be entitled to receive a salary at the rate of [insert salary or hourly rate] per annum / per hour such salary to be payable by equal fortnightly instalments, wholly or partly in arrears. [Amend as required]
- 3.2 The employee shall be entitled to a review of their salary/wage after twelve months of employment. Following this review, the employee shall be entitled to ongoing annual reviews of their salary. Each review will be related to the employee's performance since the most recent review. The employer is under no obligation to make an adjustment to the salary of the employee, following any review.
- 3.3 The employer can make deductions from any money due to the employee, for work time lost due to:
  - leave the employee takes for sickness (other than sick leave provided for in this agreement);
  - leave the employee takes due to an accident;
  - the employee's default;
  - any leave without pay that the employee takes;
  - any overpayment of salary (provided the employee is given written notification of the overpayment, an explanation for it, and the intended deduction schedule);
  - that which is otherwise provided for in this agreement; or
  - any money or debt owed to the employer whatsoever.

# 4. Hours and Days of Work

- 4.1 The employee's ordinary hours of work will be [insert as required] hours per week, worked between the hours of 8.30am and 5.00pm Monday to Friday, as agreed between the employee and employer. [Amend as required.]
- 4.2 There may be times that the employee will be required to work outside of these hours.

# 5. Leave Provisions

# 5.1 Annual Leave

- 5.1.1 The employee is entitled to four weeks paid annual holidays after the end of each completed 12 months of continuous employment.
- 5.1.2 Annual holidays will be calculated in accordance with the Act and will be paid in the pay period that relates to the period of leave taken. Annual holiday pay owing at termination of employment will be paid in the pay period following the employee's last day of employment.
- 5.1.1 Annual holidays should be taken before the next anniversary date of the start of the employment of the employee, at a time mutually convenient to the employee and the employer. In the absence of such mutual agreement the employer can require the employee to take annual holidays on fourteen days' notice.
- 5.1.2 Annual holidays will be calculated in accordance with the Act and will be paid in the pay period that relates to the period of leave taken. Annual holiday pay owing at termination of employment will be paid in the pay period following the employee's last day of employment.

**NOTE:** The leave entitlements in this agreement are inclusive of, and not in addition to, the leave entitlements of the Holidays Act 2003. Further information about entitlements under the Holidays Act 2003 can be obtained from the Ministry of Business, Innovation and Employment or, if applicable, from the employee's Union.

# 5.1 Public Holidays

- 5.1.1 The following days shall be granted as whole holidays in accordance with the Holidays Act 2003 where they fall on days which would otherwise be working days for the employee:
  - New Year's Day
  - The second day of January
  - Waitangi Day
  - Anzac Day
  - Good Friday
  - Easter Monday
  - The birthday of the reigning sovereign
  - Matariki
  - Labour Day
  - Christmas Day
  - Boxing Day
  - Anniversary day for the province in which you live

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- 5.1.2 Where the employee is not required to work on any of the days specified in sub clause 5.1.1, it being a day which would otherwise be a working day for the employee, he/she shall be paid his/her relevant daily pay for the day.
- 5.1.3 Where a public holiday falls on a day that would otherwise be a working day for the employee, and the employee is directed to and does work on that day, the employee will be paid time and a half of his/her relevant daily pay equivalent to the number of hours (or part thereof) worked. For clarity, this is not in addition to the employee's normal salary. The employee will also be granted an alternative day's holiday on pay.
- 5.1.4 Where a public holiday falls on a day that would not otherwise be a working day for the employee, and the employee is directed to and does work on that day, the employee will be paid time and a half of his/her relevant daily pay equivalent to the number of hours (or part thereof) worked. For clarity, this is not in addition to the employee's normal salary. No alternative day's holiday will be granted.
- 5.1.5 Any alternative holiday granted under sub clause 5.1.3 will be taken at a time agreed between the employer and employee. The employee must give the employer at least 14 days' notice of his/her intention to take an alternative holiday. If the parties cannot agree on the timing of an alternative day within 12 months of it falling due, the employer can direct the employee to take the alternative day on 14 days' notice.
- 5.1.6 Payment for public holidays and any alternative days will be paid in the pay period that relates to the observed public holiday or when the alternative day is taken. Payment for any remaining alternative holidays not taken by the employee during employment will be paid in the pay period following the employee's last day of employment.

# 5.2 Sick Leave

- 5.2.1 After six months' current continuous service with the employer, the employee shall be entitled in each subsequent year of service to ten days sick leave.
- 5.2.2 This leave may be taken if the employee is sick or injured, if the employee's spouse is sick or injured, or if a dependant for whom the employee provides care is sick or injured.
- 5.2.3 The employee must notify the employer of any sick leave absence before the start of their work day or as soon as possible afterwards, on each day of any absence unless the employer requires otherwise.
- 5.2.4 If the employee takes a day of sick leave under sub clause 5.2.2 he/she will be paid at the rate of his/her relevant daily pay for that day. This will

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be paid to the employee in the pay that relates to the period during which the sick leave is taken.

- 5.2.5 If the employee has sick leave that has not been taken by the end of the 12-month period to which the leave relates, he/she may carry over up to 15 days' sick leave to the next entitlement year, to a maximum of 20 days' current entitlement.
- 5.2.6 The employer may require the employee to provide a medical certificate to support an application for sick leave in respect of any illness of 3 or more day's duration (whether or not they are working days). Any medical certificate must state that the employee (or his/her partner or dependent) has been examined by a doctor and in the doctor's opinion is unfit for work (or his/her partner or dependent requires home care) because of sickness or injury. The employer may also require a medical certificate for absence of less than 3 days if the employer has reasonable grounds to suspect that the illness is not genuine.

# 5.1 Bereavement Leave

- 5.1.1 Bereavement leave will be allowed in accordance with the Holidays Act 2003. After six months' current continuous service with the employer, the employer will allow the employee to take:
  - Three days' bereavement leave on the death of either the employee's spouse parent, child, brother, sister, grandparent, grandchild or spouse's parent; and
  - One day's bereavement leave for the death of any other person if the employer accepts that the employee has suffered a bereavement as a result of the death.
- 5.1.2 The employee must notify the employer of any bereavement leave absence before the start of his/her work day as soon as possible afterwards, on each day of any absence unless the employer requires otherwise.
- 5.1.3 The employer may require the employee to provide evidence to support an application for bereavement leave.

#### 5.2 Parental Leave

5.2.1 The provisions of the Parental Leave and Employment Protection Act 1987 and amendments shall apply.

#### 5.3 Domestic Leave Violence

5.3.1 The provisions of the Domestic Protections (Family Violence) Act 2018 and any amendments shall apply.

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# 6. Trial Period For further advice on trial periods, refer to the HTRHN Trial Periods advisory resource]

- 6.1 The employee agrees to enter into a trial period pursuant to section 67A of the Employment Relations Act 2000 as per the following:
  - 6.1.1 The trial period shall be for 90 days and will start at the beginning of the employee's employment.
  - 6.1.2 During the trial period the employer may dismiss the employee; and
  - 6.1.3 If the employer does dismiss the employee, the employee is not entitled to bring a personal grievance or other legal proceedings in respect of the dismissal.
- 6.2 The employee has been advised of their right to seek independent advice about the implications of this provision prior to agreeing to this trial provision.

# 7. Health and Safety

7.1 The employer and the employee agree to give effect to and comply with the provisions of the Health and Safety at Work Act 2015 and the regulations pursuant to this Act and any applicable Codes of Practice.

#### 8. Employee's Responsibilities

- 8.1 The employee agrees to:
  - 8.1.1 respect the confidentiality of policies, plans, documents and other material relating to the business, or to the business affairs of the employer during and after employment;
  - 8.1.2 not disclose to any unauthorised persons confidential information at any time during the term of this agreement, after its termination, or after termination of employment. Any unauthorised disclosure of information is considered "serious misconduct";
  - 8.1.3 comply with any reasonable requirement to work in any emergency or other situation where the needs of the employer so require;
  - 8.1.4 take all reasonable precautions for the health and safety of all coemployees, and other visitors to the employer's premises;
  - 8.1.5 comply with all instructions of the employer relating to security;

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8.1.6 on termination of employment immediately return any property of the employer in their possession.

# 9. Employer's Undertakings

- 9.1 The employer agrees to:
  - 9.1.1 Act in good faith in all matters affecting the employment relationship;
  - 9.1.2 Take all practicable precautions for the health and safety of the employee and all other people lawfully in the premises;
  - 9.1.3 Provide satisfactory lighting, heating, ventilation, cloak and bathroom facilities.
  - 9.1.4 Upon termination of employment provide a certificate (which may not be a reference) setting out the nature and period of the employee's engagement.

# 10. Employer's Rights

- 10.1 The employer shall be entitled to dismiss the employee summarily for serious misconduct or (as the case may be) to issue a warning in accordance with this agreement.
- 10.2 For the purposes of this section "serious misconduct" includes (but is not limited to) dishonesty, abuse or misuse of drugs, breach of patient confidentiality, falsifying any records of practice, and repetition of misconduct.

# 11. Information on Services Available for the Resolution of Employment Relationship Problems

11.1 Employment relationship problems will be dealt with in accordance with the problem resolution process attached as Schedule A to this agreement.

# 12. Intellectual Property

12.1 The employee acknowledges that any material, data or information obtained or created by the employer or its employees (including the employee) in the course of their employment for the use by the employer and/or its clients is the sole and exclusive intellectual property of the employer. The employee shall not, except within the normal scope of the employee's employment duties and with the express consent of the employer:

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- 12.1.1 Remove from the offices of the employer any such intellectual property in any format including electronic storage, magnetic film, computer files or copy any such intellectual property in whatever format it may be represented or depicted; or
- 12.1.2 Act in any way, which is inconsistent with, or in conflict with the rights of the employer, as owner of such intellectual property.
- 12.2 This clause shall apply for the duration of the agreement and after the termination of employment.

# 13. Abandonment of Employment

13.1 Should the employee be absent from work for a continuous period exceeding three working days without the consent of the employer, or without notification to the employer, or without just cause, which shall be determined at the discretion of the employer, then the employment of the employee shall be deemed to have been terminated without notice.

#### 14. Suspension

14.1 If misconduct is suspected, the employer has the discretion to temporarily suspend the employee from their duties pending full investigation of the allegations. The employee will be paid their normal wages while they are suspended, unless the period becomes protracted as a result of undue delay caused by the employee. Prior to suspension, the employee will be informed of the alleged misconduct and be given an opportunity to comment on the matter of the suspension.

#### 10. Employment Protection Provision

10.1 The employment protection provision is attached as Schedule B to this agreement.

#### 11. Redundancy

- 11.1 "Redundancy" means a situation where the employee's position is surplus to the employer's requirements.
- 11.2 In the event that the employer proposes to declare the employee redundant, the employer shall:
  - 11.2.1 Follow a fair procedure and consult with affected employee(s) concerning the proposed change before making any final decision and before giving notice of termination of employment;

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- 11.2.2 give the employee such reasonable time off while working out their notice period as may be necessary to enable the employee to seek alternative employment and to undergo counselling or other support processes as the employer can reasonably provide.
- 11.3 If the employer terminates the employee's employment for redundancy no compensation (other than salary in lieu of notice for termination as per clause 15) shall be payable.

# 12. Business Sale, Transfer or Contracting Out

- 12.1 In the event that the employer is restructuring in terms of Section 69L of the Employment Relations Act (i.e selling or transferring or contracting out all or part of its business to a new entity with the result that the work the employee performs is no longer required to be performed in-house), the following provisions will apply (in addition to clause 11).
  - 12.1.1 The employer will enter into discussion with the new entity and will encourage it to offer you employment on unchanged terms and conditions and recognise your service as continuous. However, the final decision on these matters rests entirely with the new entity.
  - 12.1.2 You are free to choose whether or not to accept any offer of employment that may be made by the new entity. The employer may also offer you alternative employment, which you are free to accept or reject.

# 13. Vulnerable Children Act 2014

- 13.1 Where employers are required under the Vulnerable Children Act 2014 to safety check employees who will have contact with children, the parties agree that all employees covered by this agreement may be required to undergo such checks as prescribed by Regulation. This may include both vetting and screening processes. An employee who refuses to participate in the required safety checks or who does not pass such required screening may have their employment terminated.
- 13.2 If a New Zealand Police Vetting check has been conducted on the employee but has not been completed, the employee agrees not to treat any person under the age of 18 unless they are accompanied by a parent, caregiver, guardian or a senior staff member.

# 14. Variation of Terms of Agreement

14.1 The parties may vary this agreement in writing from time to time.

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# 15. Notice/Termination Period

15.1 Four weeks' notice of termination of employment shall be given by either party. This shall not prevent the employer from summarily dismissing an employee for serious misconduct. Where employment is terminated by either party without notice for reasons other than serious misconduct, four weeks shall be paid or forfeited in lieu of notice.

# 16. Employee Representations

- 16.1 The employee warrants that:
  - 16.1.1 All representations, whether oral or in writing, made by the employee as to qualifications and experience in applying for this position are true and complete.
  - 16.1.2 The employee has not deliberately failed to disclose any matter which may have materially influenced the employer's decision whether to employ the employee.
  - 16.1.3 The employee neither has made nor will make any commitments which would conflict with the performance of the employee's obligations under this agreement.
- 16.2 In the event of any discovered breach of subclause 16.1.2 above, the employee acknowledges that the employer may terminate their employment for serious misconduct.

# 17. Miscellaneous

# 17.1 **Other Documents**

17.1.1 The employee agrees to become familiar with and abide by the policies and procedures of the employer and any amendment the employer may, at its discretion, make to those documents from time to time. In the case of any inconsistency between any document and this agreement the terms of the agreement will prevail.

#### 16. Acknowledgement

I [insert name] acknowledge that I fully understand the terms and conditions in this individual employment agreement and was given a reasonable opportunity to seek independent advice before I entered into the agreement.

Employee's Signature

Date

Employer's Signature

[Insert name and title] For and on behalf of the Employer

Date

[<mark>Insert date</mark>]

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Date: March 2024

# SCHEDULE A

# Information on Services Available for the Resolution of Employment Relationship Problems

The employer and employee can save time and help preserve their working relationship by solving their own problems as far as possible.

The following are suggestions for what the employee might do if they think there is a problem, and what help is available.

- 1. <u>Clarify the problem</u>
  - (a) The employee should make sure there really is a problem by checking facts and ensuring nothing has been assumed or misunderstood. The employee might discuss the apparent problem with family, friends or advisers and find out what the laws and/or what this employment agreement says.
  - (b) The employee can:
    - Contact Employment Relations Infoline
      - call free 0800 800 863
      - visit the website at www.ers.dol.govt.nz
    - Get pamphlets/fact sheets from Employment Relations Service offices.
    - Talk to a Union, a lawyer, community law office, industrial relations consultant, or other adviser.
- 1.2 Discussion with the Employer

The employee can arrange to discuss the facts with the employer to clear up any assumptions or misunderstandings, and try and find a solution. The employee may bring a friend, relative, or colleague to support them in the discussion at any time.

1.3 <u>What are the Next Steps?</u>

If the problem cannot be solved by discussion, either the employee or the employer can do some or all of the following things:

- (a) Contact Employment Relations Infoline, who may provide information and/or refer both parties to mediation;
- (b) participate in mediation provided by the Employment Relations Service (or the employer and employee can agree to use their own private mediator);

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- (c) if there is agreement, a mediator provided by the Employment Relations Service can sign the agreed settlement, and that will be binding. Otherwise both parties can choose to have the mediator provided by the Employment Relations Service decide the matter, and if so, that decision will be binding;
- (d) if mediation does not resolve the problem, either or both parties can take the problem to the Employment Relations Authority for investigation;
- (e) the Employment Relations Authority may direct both parties to mediation or it can investigate and make a determination about the problem;
- (f) any party dissatisfied with the determination of the Authority, can take the problem to the Employment Court for a judicial hearing. (The Court may also tell both parties to go back and have more mediation).

# 1.4 <u>Personal Grievances</u>

- (a) If the employee considers that there are grounds for raising a personal grievance (for unjustified dismissal, unjustifiable disadvantage, discrimination, duress, sexual or racial harassment), the employee must notify the employer within 90 days of the action occurring or coming to the employee's notice, otherwise the claim may be out of time.
- (b) The employee must let the employer know what the grievance is about, by either telling the employer, or putting the grievance in writing, so the employer can respond to the claim.
- (c) If the grievance is raised out of time, the employer may reject it, in which case the employee can ask the Employment Relations Authority to allow the grievance to be raised out of time but only if there are exceptional circumstances.

# SCHEDULE B

# **Employee Protection Provision**

Where the employer is contracting out, selling or transferring all or part of the business, including the part of the business where the employee is employed, the following provisions will apply:

- a) Where practicable, the employee will be consulted about any proposal to sell all or part of the business or to contract out or transfer work before a final decision is made.
- b) If the employer decides to proceed with the proposed restructure, it will negotiate with the new contractor/service provide with a view to endeavouring to have the new employer offer the employee employment on the same or similar terms and conditions and recognising service as continuous. The employee will be advised of timeframes for such negotiation, and for the acceptance of any offer of employment or of any application and interview process, as soon as possible.
- c) The employee is entitled to choose whether or not to accept employment with the contractor/service provider. In the event that the contractor/service provider offers the employee employment in terms of clause (b) above, no redundancy situation will arise, and the employee will not be entitled to receive redundancy compensation, whether or not the employee chooses to accept the offer of employment. The employee will be entitled to one month's notice of termination of employment with the employer.
- d) In the event that the contractor/service provider is not prepared to offer the employee employment in terms of clause (b) above, or offers employment on lesser terms and conditions and/or without recognition of the employee's service, the employee will receive one month's notice of termination. No redundancy compensation is payable.

# SCHEDULE C POSITION DESCRIPTION

Insert position description.

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Date: March 2024

# **APPENDIX A – Sample Letter of Offer**

(Date)

(Prospective employee's name) (Address) (Address) (Address)

Dear

We are pleased to offer you the position of [title], at [practice name and address], commencing on [date] subject to your agreement to the following terms and conditions of employment.

.....

Option A - For practices who are not party to a CEA or for positions that are not in the coverage clause of a CEA.

You will be employed under an Individual Employment Agreement (IEA), a copy of which is attached. This offer is conditional upon us reaching agreement on the proposed terms of employment as outlined in the IEA.

.....

# Option B - For Practices who are Party to a CEA (most likely the Primary Health Care Multi Employer Collective Agreement (PHC MECA) and where the position is covered by the PHC MECA))

This practice is a party to the Primary Health Care Multi Employer Collective Agreement (PHC MECA) negotiated with the New Zealand Nurses Organisation (NZNO). A copy of that agreement is enclosed. For the first 30 days of your employment, you will be employed under the terms and conditions of the PHC MECA in accordance with the provisions of the Employment Relations Act.

You may join the NZNO. If you do so, you will be bound by the PHC MECA.

For information on joining NZNO, please go to nzno.org.nz or [insert contact details of local organiser].

Within the first 10 days of you commencing your employment with us, we'll give you an 'Active Choice Form' where we'll ask you to indicate whether you intend to join NZNO. You have the option of joining the NZNO, which means you will be bound by the Collective Agreement. If you indicate that you intend joining the NZNO, we will provide your details to NZNO.

#### .....

#### Trial Period – delete if not applicable

Our offer is conditional upon your agreement that your employment is subject to a trial period pursuant to section 67A of the Employment Relations Act 2000 (and its amendments) as per the following:

- (a) The trial period shall be for 90 days and will start at the beginning of your employment;
- (b) The notice period to terminate the employment during the trial period shall be [specify e.g. four weeks];
- (c) During the trial period we may dismiss you or give you notice of dismissal; and
- (d) If we do dismiss you, you are not entitled to bring a personal grievance or other legal proceedings in respect of your dismissal.

You are entitled to seek independent advice about the implications of the trial period provision prior to agreeing to this trial provision. You can discuss this with your family, a union, a lawyer, or someone else you can trust. If you would like information on your employment rights you can contact the Employment Relations Service's free Infoline on phone 0800 800 863 or visit their website at <u>www.ers.dol.govt.nz</u>.

# Hours and Remuneration (Only include this information if the employee is being employed on a CEA. It is not required if they are being employed on an IEA as those details will already be included in the IEA).

Your hours of work will be

Your pay rate will be .....

(Outline any other terms and conditions that are not covered in the MECA)

Please note that you are entitled to seek independent advice about this offer.

#### Acceptance of Offer

If you are happy with the proposed terms and conditions and wish to accept this offer of employment, please sign a copy of this letter of offer and return it by [date to be inserted – but make sure this is some days prior to the commencement date inserted above]. In the event we have not heard from you by that date, this offer will be automatically withdrawn on that date. If you wish to clarify anything in the offer or discuss the terms offered, please contact me as soon as possible.

We look forward to working with you.

Yours sincerely

I accept the terms and conditions of employment outlined in this letter of offer:

Dated:

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Date: March 2024