

Permanent Part-Time Employment Agreement

1. The Parties

The parties to this employment agreement are:

1. [Insert Employer's Name], the "Employer"; and
2. [Insert Employee's Name], the "Employee".

2. Position

Your Job title is to be [Insert Title of Position].

3. Start Date

This agreement shall come into effect on [Insert Date Here].

4. Duties

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

5. Place of Work

The Employee shall perform their duties at [Insert Address Here].

6. Working Hours

1. The Employee's hours of work shall be [Insert Period of Time], between the hours of [Insert Number of Hours].

2. The Employee is entitled to a paid rest break (10 minutes) after 2 hours of work, a 30-minute unpaid meal break after 4 hours, and another paid (10 minutes) rest break after 6 hours of work, each working day. The 30 min break will be deducted from your hours of work.

7. Overtime

1. It is a normal expectation of the role that the employee may from time to time be required to work additional time to get the job done and this is compensated in your salary. As a normal course of events, any excessive additional time will be compensated through time in lieu by arrangement with the manager.
2. At the company's discretion, they may opt to pay for such overtime instead of offering time in lieu. This will be paid at the rate of your base salary divided by the normal working hours.

8. Pay Rate

The Employee's salary shall be \$[Insert Amount Here] gross per annum, which shall be paid in equal [Insert Period of Time Here] installments.

9. Payment method

Payment will be made by direct credit to the Employee's nominated bank account on [Insert Date Here].

10. Trial Period (use if you have less than 20 employees)

1. A trial period will apply for the first insert duration usually 30, 60, or 90 days of employment during which time suitability for and of the position will be assessed and reviewed by the Employer.
2. The trial period shall commence on the start date as specified in clause 3 of this agreement.
3. During the trial period, the employer may terminate the employment agreement and the employee may not pursue a personal grievance on the basis of unfair dismissal except as specified under the Employment Relations Act.
4. One week's notice of termination may be given by either party within the duration of the trial period, even if that notice extends beyond the end of the Trial period.

5. Nothing in this clause shall prevent the employer from terminating the employment summarily for serious misconduct at any time within the trial period.

OR

Probationary Period (use if you have 20 or more employees)

1. You will be employed from the Commencement date specified in clause 3 for a probationary period of [Insert Duration]. . This probation period does not limit the legal rights and obligations of the employer or the employee, and both parties must deal with each other in good faith.
2. The employer will provide guidance, feedback, and any necessary support to the employee. Both parties will promptly discuss any difficulties that arise, and the employer will warn the employee if the termination is being contemplated.
3. Any matters which are raised as unsatisfactory during any review shall be deemed a warning that the matters may result in dismissal if they remain unsatisfactory either during or at the completion of the probationary period.
4. Termination for any performance issues during the probationary period shall be by giving 1 week's notice. The Employer may, at its discretion, pay remuneration in lieu of some or all of this notice period.
5. Nothing in this clause prevents the employer from summarily terminating employment on the grounds of serious misconduct.
6. Where the probationary period has been insufficient to properly assess you, we may extend the probationary period at our discretion. We will meet with you and discuss this with you, should we wish to extend the probationary period. We will confirm this extension in writing.

11. Annual Leave

1. The Employee is entitled to four (4) weeks annual leave per annum (pro-rated for part-time employees) to be taken in accordance with the Holidays Act 2003 and subsequent amendments.
2. Annual Holidays shall be taken at a time to be agreed by the Employer and the Employee and, failing Agreement, as directed by the Employer. The Employer shall give not less than two weeks' notice of requirement for the Employee to take annual leave.
3. Wherever possible, requests for annual leave will be approved. Unfortunately, the needs of the customer must be met, so, on rare occasions, we may need to deny leave requests. To avoid disappointment, please give as much notice as possible as that will allow time to make appropriate arrangements.

4. An employee may request in writing cashing up of up to one week of annual leave per annum once the leave entitlement has arisen. In accordance with the Holidays Act, annual leave entitlement arises at the end of each 12 month period, therefore you may not request cash-up of any leave until the entitlement has arisen. The employer reserves the right to deny such a request at its absolute discretion.

12. Public Holidays

1. The Employee shall be entitled to be paid for the time actually worked on a Public Holiday at a rate of time and a half.
2. If the Employee is required to work on a public holiday which would have otherwise been a normal working day they will be entitled to a day off in lieu.
3. If the Employee is required to work on a public holiday which would NOT have otherwise been a normal working day they will NOT be entitled to a day off in lieu.
4. The Employer recognizes only the published public holiday dates and will not generally agree to requests for the transference of public holidays in accordance with the Holidays Act. Any decisions about whether a public holiday will be transferred are at the absolute discretion of the Employer.
5. Where the Employee is required or has agreed, to work on a public holiday, but is unable to because the Employee, his spouse, or dependent is sick or injured, or the Employee suffers a bereavement, the public holiday is treated as a public holiday and the Employee is entitled to be paid his relevant daily rate, and not in accordance with the calculation for working on the day, and the Employee does not become entitled to an alternative day in lieu.
6. Public Holidays are defined in the Holidays Act.

13. Shutdown

The Employer may elect to shut down its operations once every 12 months, usually at the Christmas/New year period. A minimum of 14 days' notice will be given for the shut down period. If an employee does not have sufficient accrued annual leave to cover this period, then the employee may be required to take unpaid leave. Payment in advance for leave will be purely at management discretion and dealt with on a case-by-case basis.

14. Sick Leave

1. Following the completion of six months' current continuous employment, the Employee shall be entitled in each subsequent period of twelve months, to five days sick leave in accordance with the provisions of the Holidays Act.
2. Such sick leave may be taken only when:

- o The Employee is sick or injured; or
 - o The spouse of the Employee is sick or injured; or
 - o A person who depends on the Employee for care is sick or injured.
- 3. Sick leave can be accumulated to a total of 15 days plus the Employee's current entitlement to a total of 20 days, but unused sick leave will not be paid out when the employment ends.
- 4. You are also required to provide a medical certificate if your absence is longer than three days which you are required to pay for. Further, we may also require you to provide a medical certificate for shorter absences for which the company will be required to pay.
- 5. In the event the Employee is required to provide proof of sickness or injury, payment for the sick leave will not be made until this request is complied with.
- 6. The Employee is to notify the Employer of the need to take Sick Leave in advance where possible, or alternatively before the start of the working day.

15. Bereavement Leave

1. Following the completion of six months of current continuous employment the Employee shall be entitled to paid bereavement leave as follows:
 - o In the event the Employee suffers the bereavement of a spouse, parent, child, brother or sister, grandparent, grandchild, or spouse's parent, the employee shall be entitled to 3 days paid bereavement leave.
 - o In the event the Employer accepts that the employee has suffered a bereavement on the death of any other person, having regard to relevant factors, the Employee shall be entitled to 1 day's paid bereavement leave.
2. The Employee is to notify the Employer of the need to take Bereavement Leave in advance where possible, or alternatively before the start of the working day.

16. Policy and Rules

1. The Employee will be subject to and must observe and comply with all rules, policies, and procedures of the company. The Employer is entitled from time to time to amend, cancel or introduce new policies and rules. Any introduction, amendment, or cancellation of such policies and rules will be notified to the Employee.
2. Any Employee who breaches any of these policies, rules, and/or procedures may be subject to disciplinary action up to and including summary dismissal.

17. Parental Leave

The provisions of the Parental Leave and Employment Protection Act 1987 shall apply to any Employee who qualifies for parental leave in accordance with that Act.

18. Domestic Violence Leave

Affected employees are entitled to paid domestic violence leave in accordance with the provisions outlined in the Domestic Violence Victims' Protection Act.

19. Unforeseen Event or Natural Disaster

In the event the Employer's business is interrupted by unforeseen events beyond its control e.g. natural disaster (earthquake etc.), damage to the workplace premises, governmental action, war, terrorism or health epidemic or pandemic) causing significant disruption to the business then the employee may be required to take annual leave or unpaid leave without notice. If the impact is long-term then the employer may be required to terminate employment for reasons of the frustration of the contract.

20. Confidential Information

The Employee may have access to confidential information. Such information should only be used for its intended purpose and should not be divulged or used in any way that may be against the best interests of the company either during or after employment.

21. Termination of Employment

General Termination

Once the trial period/probationary period is completed the Employer may terminate this agreement for cause, by providing [Insert Time Period] notice in writing to the Employee. Likewise, the Employee is required to give insert period [Insert Time Period] notice of resignation. The Employer may, at its discretion, pay remuneration in lieu of some or all of this notice period, or require the Employee to go on Garden Leave for some or all of this notice period.

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.

Abandonment of Employment

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, this agreement shall automatically terminate on the expiry of the third day without the need for notice of termination of employment.

Return of Property on Termination

On resignation/termination of employment, the Employee shall return to the Employer all equipment, material, or other property of the Employer prior to receiving final payment. If any such equipment, material other property is not returned or is returned in poor state or condition (fair wear and tear excepted), the Employer may deduct the cost of repair/replacement thereof from final payment.

Termination on Medical Grounds

In the event that there is a concern that the employee may be unable to continue work, or will have to discontinue work for a significant period on medical grounds, the employer will first obtain medical report(s) to establish the extent of the issue. In the event that medical information confirms that the employee will not be able to return to work permanently, or for a significant period of time, then the employer may terminate the employment on medical grounds. Notice in accordance with the termination clause of this agreement will apply.

22. Suspension from work

1. The employer reserves the right to suspend an employee from work on full pay in the following circumstances:
 - o Where an employee's behavior is under disciplinary investigation and having them at work may compromise the investigation or cause further issues
 - o Or where the employee poses a risk to health and safety either to themselves or others
2. The employer also reserves the right to move the employee to suspension without pay in the event the employee is causing unreasonable delays to the process and/or external third parties (e.g. Police investigation) are causing unreasonable delays to the process.

23. Redundancy Provisions

1. Redundancy situations may arise if the Employer is selling or transferring all or part of the business. They may also arise where the needs of the business have changed such that the Employee's position no longer meets the needs of the business. For example, this may be as a result of a down-turn in business, or changes in the business which means that the Employee's role is significantly changing.
2. If a redundancy situation arises the Employer will:

- o Meet with the Employee, providing information about the proposed arrangement
- o Give the Employee an opportunity to comment on the proposal
- o Consider and respond to the Employee's comments

24. Transfer of all or part of the business

1. If redundancy arises as a result of a transfer of all or part of the business, the Employer will endeavor to ensure that the Employee is offered a position with the new employer with the same or similar terms of employment.
2. Where the new employer does not offer a new position with the same or similar terms then employment will be terminated by reason of redundancy.
3. In the event that a position with the same or similar terms is offered, but the Employee does not take this offer, this will be terminated by reason of resignation.

25. Compensation for redundancy

1. The Employee will be entitled to notice in accordance with the termination clause in the event of redundancy only
2. The Employer reserves the right to offer, at its absolute discretion, enhanced redundancy compensation.

26. Health and Safety

1. The Employee agrees to observe health and safety policies and procedures put in place by the Employer in accordance with the Health and Safety at Work Act and to take all reasonable steps to ensure their own safety and the safety of others while at work.
2. The employee must make sure that they work in a safe manner and that no action or inaction on their part at work causes harm to the Employee or any other person.
3. All hazards identified by the Employee in the workplace must be reported to the Employer as soon as practicable.
4. Employees working under the influence of drugs or alcohol pose a serious health and safety risk to themselves, the employer's employees, and customers. Our Company has a zero-tolerance policy on any drug-taking and/or alcohol consumption that might compromise the safety of themselves and/or their colleagues at work.

27. Resolving Employment Relationship Problems

1. Wherever possible it is the aim of the company to resolve any employment-related issues as quickly as possible. Therefore if any employment issues arise, those should be raised with the Employer as soon as possible.
2. If the matter is not resolved either party can seek assistance from the Ministry of Business Innovation and Employment's mediation service. If the issues are not resolved at mediation, they may be referred to the Employment Relations Authority.
3. If the issue is a personal grievance, the Employee must present that grievance within 90 days of the event, giving rise to the grievance, or after further time if allowed by the Employer or where the Employment Relations Authority grants an extension of time.

28. Deductions from Wages

1. 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 organization specified by the employee.
2. The employer shall be entitled to make deductions for any unpaid leave i.e. where leave entitlement has not yet arisen, or leave entitlements have been exhausted
3. 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.
4. The Employer shall be entitled to make any other deductions as agreed in writing from time to time.

29. Severability

If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions, and provisions of this Agreement shall nevertheless remain in full force.

30. Maintenance of valid work visa required

This Agreement is conditional on the Employee maintaining a legal right to work in [Insert Country]. Should your work visa or permit expire, the Employer may terminate the Employee's employment.

31. Declaration

We, [Insert Company Name Here], offer this employment agreement to [Insert Name of Employee Here].

Manager Name

Date

I, [Insert Name of Employee Here], declare that I have read and understood 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 a reasonable time to do so. I further declare that all of the information that I have provided during the recruitment process has been complete and not false or misleading in any way.

Employee Name

Date