



Pact

**Individual Employment
Agreement**

Jimly Sunny

Table of Contents

1. <u>Application.</u>	3
2. <u>Parties.</u>	3
3. <u>The Position and the Duties.</u>	3
4. <u>Nature and Term of Agreement.</u>	3
5. <u>Obligations of the Employment Relationship.</u>	3
6. <u>Place of Work.</u>	4
7. <u>Hours of Work.</u>	4
8. <u>Remuneration – Wages/Salary & Allowances.</u>	5
9. <u>Holidays and Leave Entitlements.</u>	6
10. <u>Other Entitlements.</u>	8
11. <u>Higher Duties Allowance.</u>	9
12. <u>Training/Travel Allowance.</u>	9
13. <u>Health and Safety and Alternative Duties.</u>	9
14. <u>Other Employment Obligations.</u>	11
15. <u>Redundancy.</u>	12
16. <u>Transfer of Undertaking/Job Security.</u>	13
17. <u>Termination of Employment.</u>	14
18. <u>Resolving Employment Relationship Problems.</u>	15
19. <u>Acknowledgement of the Agreement.</u>	15
20. <u>Rate of Pay.</u>	16
21. <u>Declaration.</u>	17
Schedule A: <u>Resolving Employment Relationship Problems.</u>	18
 <u>Employment relationship problems – what are they?.</u>	18
 <u>What happens if you believe you have an employment problem?.</u>	18
 <u>Personal grievances – when must you raise one?.</u>	18
 <u>Mediation Services.</u>	18
 <u>Employment Relations Authority.</u>	19
 <u>Representation.</u>	19
 <u>Delays.</u>	19
 <u>More information.</u>	19

Individual Employment Agreement

1. Application

1.1 The Employee bound by this agreement agrees to abide by the rules, bylaws, policies and/or procedures as may be current from time to time to ensure the smooth operation of the Employer's business. Any such rules, bylaws, policies and/or procedures shall not apply when they directly conflict with any statutory provisions or provisions of this agreement.

This agreement replaces all previous collective employment contracts, individual employment agreements, terms, conditions, agreements, understandings, between the Employer and Employee.

2. Parties

2.1 The Parties to this employment agreement are:

2.2 **Pact**, the "Employer" or "Pact"; and

2.3 Jimly Sunny, the "Employee".

3. The Position and the Duties

3.1 The Employee is being employed as a Mental Health Clinician. A specific Position Description will be prepared for the Employee and updated in accordance with the Employer's policy which the Employer may alter from time to time. These duties may be modified and updated by the Employer from time to time in consultation with the Employee. The Employee also agrees to perform all other reasonable duties and comply with reasonable instructions issued by the Employer.

4. Nature and Term of Agreement

4.1 The employment shall commence on **21/07/2025** and shall continue until either party terminates the agreement in accordance with the terms of this agreement

4.2 The clauses in this agreement may be varied and updated by agreement between the parties at any time. Variations must be in writing and signed by both parties to take effect.

5. Obligations of the Employment Relationship

5.1 The Employer shall

5.1.1 Act as a just and fair Employer and to treat the Employee fairly and with integrity in all aspects of employment;

5.1.2 Deal with the Employee and any representative of the Employee in good faith in all aspects of the employment relationship; and

5.1.3 Take all practicable steps to provide the Employee with a safe and healthy work environment.

5.2 The Employee shall:

5.2.1 Act as a just and fair Employee and to treat the Employer fairly and with integrity in all aspects of employment;

5.2.2 Deal with the Employer in good faith in all aspects of the employment relationship;

5.2.3 Comply with all reasonable and lawful instructions provided to them by the Employer;

5.2.4 Perform their duties conscientiously, with all reasonable skill and diligence, for the good of the Employer and its consumers/clients;

5.2.5 Conduct their duties with due care and in the best interests of the Employer and the employment relationship;

5.2.6 Comply with all policies and procedures (including any Codes of Conduct) implemented by the Employer and which the Employer may alter from time to time; and

5.2.7 Take all practicable steps to perform the job in a way that is safe and healthy for themselves and their fellow Employees and consumers/clients.

6. Place of Work

6.1 The Employer operates a number of locations within each geographic area of operation. The Employee may be required to undertake duties at any of these locations, provided that these locations are no further than 15 km from a previous work site unless this is agreed.

7. Hours of Work

7.1 The ordinary hours of work shall be as agreed at the time of appointment up to 40 hours per week. The Employee's normal hours of work may be worked Monday-Sunday inclusive. The nature of the work means that hours of work may fall any time in a 7 day week including nights as we provide 24 hour service in most services including "sleepovers".

7.2 The parties agree that after four (4) hours of work, the Employee shall be entitled to an unpaid meal break of not less than 30 minutes and shall be entitled to a rest break of ten minutes within each period of 4 hours. An Employee unable to be relieved from work for a meal break shall be allowed to have a meal on duty and this period shall be regarded as working time. Administration staff (clerical or administration staff working in group or regional offices) shall have an unpaid lunch break of not less than 30 minutes per day in addition to morning and afternoon breaks.

7.3 The Employee acknowledges that due to the nature of the position, the regular start time, meal breaks and finishing time for each day, shall be as set by the Employer according to the needs of the business and/or clients we support.

7.4 The Employee recognises the hours of work are dependent on the needs of the clients we support and the business, therefore the Employer has the right to vary the indicated hours and days of work as above in 7.1, where the client or business needs require.

7.5 The Employee recognises that the nature of work will mean that from time to time, they may be required to work outside of or in excess of their agreed hours. All hours worked in excess of contracted hours need to be approved in advance by management and recorded in order to be paid.

7.6 Depending on the nature of the Employee's Position, the Employee may need to complete a timesheet to record the time worked. Failure to do so may result in payment being delayed until the next pay day.

7.7 Weekly breaks - all full-time staff shall have two consecutive days off each week. For residential staff and special care staff, these days may well be determined by roster. No staff are to work more than 10 days consecutively without a break unless by mutual agreement.

7.8 Overtime - where an Employee works more than 80 hours within the pay fortnight, the Employee will be paid at the rate of time and a quarter (T1¼) for the hours exceeding the 80 hours. This shall not apply to any sleepover hours or awake hours during a sleepover shift.

7.9 When an Employee attends an emergency call in for any reason, on each occasion the Employee shall be paid a minimum of 3 hours at ordinary time rate if the call in occurs before 10.00pm and 4 hours at ordinary time rate if the call in occurs after 10.00pm and before 6.00am (on-call staff only).

7.10 Awake night shift rates - all night shift hours worked from 10.00pm to 8.00am shall be paid an additional rate of \$1.00 per hour. Note: This is not relevant to sleepovers. It relates to night shifts only and not hours at the end of evening shifts or at the commencement of morning shifts.

7.11 Bad weather/snow policy - where road conditions are unsafe and the AA and/or Police have advised the public to stay off the road until conditions have improved, and the Employee has made best endeavours to attend work, and notified the Employer and obtained approval not to attend work, the Employer shall not deduct from the Employee's wages.

7.12 Rostering - Rosters will be published (available) to rostered staff not less than 14 days before the commencement of the rostered shift and ideally published not less than 28 days before the commencement of the rostered shift. Any changes to the published rosters will be made by mutual agreement between the parties.

7.13 Short Notice Allowance - When an Employee is called in to work a shift with less than four hours' notice, they may claim an extra two hours pay in compensation for the inconvenience of the short notice regardless of the length of the shift they are called in to work.

8. Remuneration – Wages/Salary & Allowances

8.1 The Employee shall be paid a pay rate as identified in clause 20 on page 13, payable fortnightly in arrears by direct credit to a bank account nominated by the Employee.

8.2 The Employee acknowledges wages/salary payments will be subject to such deductions as may be prescribed by the appropriate authority in New Zealand from time to time.

8.3 All wages shall be paid fortnightly, not later than three working days after the end of the pay period (provided that wages shall be paid not later than Wednesday) by direct credit to the Employee's nominated bank account. When a pay day falls on a holiday as prescribed in clause 9.2 wages shall be paid on the working day immediately prior.

8.4 The Employee acknowledges deductions may be made from wages/salary for time lost due to the Employee's sickness, accident, default (including leave without pay) or other absence or as otherwise agreed between the parties to this agreement.

8.5 Where any money is owed by the Employee to the Employer (including any overpayment) during the Employee's employment or upon termination of the Employee's employment the Employer may deduct that money owed from the Employee's pay, final pay and holiday pay. (This includes the Employer's entitlement to deduct from any wage/salary payment payable upon termination of employment any overpayment made to the Employee for leave taken in advance). The Employer will give the Employee written notification of the Employer's intention to recover the overpayment, the amount to be recovered, and a full explanation of the reasons for it.

8.6 Sleepover

8.6.1 The Employee may, in addition to normal hours of work, be required to undertake sleepover if applicable to their Position. A sleepover means a period of time spent by an Employee overnight during which the Employee, under the terms of his or her contract of service is:

- a. required to be at his or her workplace; and
- b. allowed to sleep at the workplace while on duty; and
- c. required to be available to attend to his or her duties during the course of the night as necessary

8.6.2 The Employee sleeping over in a residence shall be paid the current statutory minimum hourly rate for hours spent sleeping over.

8.6.3 The following conditions apply to each night of a sleepover:

8.6.4 In addition to 8.6.2, where an Employee attends to a client's needs during such sleepover, they shall be paid at their base hourly pay rate for the hours worked. This payment will be made in half hour multiples.

8.6.5 Where an Employee accompanies a client on holiday as part of the job, such Employee in addition to the agreed wages shall receive a sleepover payment in accordance with clause 8.9.1 where a sleepover is normally provided for that client. If there are two or more Employees, sleepover payments shall be rotated.

8.6.6 When an Employee takes annual leave the sleepover payments are included in gross annual pay for holiday purposes and when annual leave is taken a higher rate for that annual leave is paid accordingly.

8.6.7 Where a sleepover straddles a public holiday, the public holiday will be observed on the day in which the bulk of the sleepover occurs. This sub-clause also pertains to awake hours that may arise during a sleepover; meaning that normal public holiday entitlements relate to those awake hours.

9. Holidays and Leave Entitlements

9.1 Annual Leave

9.1.1 The Employee shall be entitled to paid annual leave of five weeks per year after 12 months continuous employment with the Employer, and to five weeks for each subsequent period of 12 months continuous employment, in accordance with the Holidays Act 2003 and its amendments.

9.1.2 The Employee shall, if they so elect, be provided with an opportunity to take at least two weeks of their annual leave entitlement in an uninterrupted break.

9.1.3 The time for taking annual leave may be agreed between the Employer and Employee, but failing agreement the Employer may, after consultation with the Employee, and having taken into account work requirements and the opportunities for rest and recreation available to the Employee, provide at least 14 days' notice to the Employee directing them to take annual leave commencing on a particular date.

9.1.4 The Employer's leave year is 1 April to 31 March of the following year. Employees commencing service midyear shall be allowed a proportion of their annual holiday on completion of that leave year by mutual agreement. The Employee can request to use accrued leave (leave earned towards the following leave year), however, this will be at the discretion of the employee's general manager and in consideration of the organisation's requirements.

9.1.5 In principle annual leave should be taken within a year of entitlement.

9.2 Public Holidays

9.2.1 The twelve (12) public holidays as set out in the Holidays Act 2003 as below will apply. However, due to the nature of the Employer's business, the Employee may be required to work on any of these public holidays (where these would otherwise be

working days for the Employee) at the Employer's direction.

9.2.2 These holidays shall be *Christmas Day, Boxing Day, New Years Day, January 2 (Or Some Other Day in Its Place), Waitangi Day, Good Friday, Easter Monday, Anzac Day, Matariki Day, The Birthday of the Reigning sovereign, Labour Day, and the Day of the Anniversary of the Province (Or some other day in Its place).*

9.2.3 Where a public holiday falls on a day that would otherwise be a working day for the Employee, and the Employee does not work on that day, the Employee will be paid their relevant daily pay for the day.

9.2.4 Staff who work on a public holiday, where that day would otherwise be a working day, shall be paid at the rate of time and a half (T1½) for each hour worked and in addition shall be entitled to an alternative holiday day.

9.2.5 The Employee shall agree with the Employer of the day on which the alternative holiday day will be taken. Any alternative holiday will be taken at a time mutually agreed between the Employer and Employee, taking into account operational requirements. Where agreement cannot be reached, the Employer may provide 14 days written notice directing the Employee to take the alternative day in accordance with the Holidays Act 2003.

9.3 Sick Leave

9.3.1 In the first 6 months of service, each Employee shall be entitled to 5 days sick leave for use when:

- a. The Employee or the Employee's spouse or partner is sick;
- b. A dependent child, dependant relative or dependent parent of the Employee who is sick.

9.3.2 On completion of 6 months service with the Employer, each Employee shall be entitled to 10 days sick leave in each ensuing year.

9.3.3 Sick leave may be taken if the Employee is sick or injured; or the Employee's spouse is sick or injured; or a person who normally depends on the Employee for care (such as a close relative or member of the Employee's household) is sick or injured.

9.3.4 Unused sick leave will accumulate to a maximum of 50 days.

9.3.5 The Employee will, as soon as is practicable on or before the first day of absence, advise the Employer of their absence and the expected duration of the absence. Notification after the first day of absence may entitle the Employer to decline an application for paid sick leave.

9.4 Medical Certificate Required for Sick Leave

9.4.1 The Employee will, subject to Section 68 of the Holidays Act 2003, be required to produce proof of sickness or injury for sick leave taken under Section 65, if the sickness or injury that gave rise to the leave relates to a period of 3 or more consecutive calendar days, whether or not the days would otherwise be working days for the Employee. Where the Employee is required to produce a medical certificate, the medical certificate must state that the Employee is not fit to attend work because of a sickness or injury; or the Employee cannot attend work because the Employee's spouse/person who depends on the Employee for care is sick or injured and requires care in the home. If the Employee is required to provide proof or sickness or injury under Section 68 and fails to do so, the Employer is not required to pay the Employee for any sick leave in respect of which the proof is required until the Employee complies with this requirement.

9.4.2 The Employer may require the Employee to provide proof of sickness or injury (i.e. a medical certificate) when the Employee has been absent for less than a three-day period. If this is required the Employer will tell the Employee as soon as possible that proof is required, and will agree to meet the Employee's reasonable expenses in obtaining the certificate.

9.5 Bereavement Leave

9.5.1 In addition to sick leave as detailed above, bereavement leave of:

- a. Three (3) days' bereavement leave on the death of the Employee's spouse, parent, child, brother or sister, grandparent, grandchild, spouse's parent; and
- b. One (1) day bereavement leave for the death of any other person if the Employer accepts, having regards to relevant factors, that the Employee has suffered bereavement as a result of the death.

9.5.2 Bereavement leave occurs where the Employee suffers the bereavement of a spouse, a partner, a child, a grandchild, a brother or sister, a parent or parent-in-law or a grandparent, or on the death of any other person which the Employer accepts as being bereavement for the Employee.

9.5.3 Bereavement leave shall supersede any annual or statutory leave which will then be reimbursed accordingly.

9.6 Parental Leave

9.6.1 The Employee shall be entitled to parental leave in accordance with the Parental Leave and Employment Protection Act 1987 and the (Paid Parental Leave) Amendment Act 2002.

9.7 Unpaid Leave

9.7.1 Applications for unpaid leave will be given reasonable consideration by the Employer, but shall be granted only at the Employer's sole discretion having regard to the requirements of the Employer's business and operations.

9.8 Jury Duty

9.8.1 Where the Employee is required to serve on a jury, the difference between the fees (excluding reimbursing payments), if any, paid by the court and the Employee's ordinary rate of pay shall be paid by the Employer provided that the Employee produces the court expenses voucher to the Employer and that the Employee returns to work immediately on any day s/he is not actually serving on a jury.

9.8.2 This is to apply for a maximum of five days for each period of service.

9.9 Long Service Leave

9.9.1 One special leave of two weeks after the completion of 10 years and before the completion of 15 years continuous employed service.

9.9.2 One special leave of three weeks after the completion of 15 years and before the completion of 20 years continuous employment.

9.9.3 One special leave of four weeks for each 5 years of service after 20 years continuous employed service.

9.9.4 Clauses 9.9.1, 9.9.2, 9.9.3 will be applied to a part-time Employee on a pro rata basis.

9.9.5 All special holidays provided for in this clause shall be on ordinary salary and may be taken in one or more periods by mutual arrangement.

9.9.6 If an Employee having become entitled to a special holiday leaves employment or is prevented from taking the special holiday by the organisation before the completion of the entitlement period, such Employee shall be paid in lieu thereof.

9.10 Volunteers Employment Protection

9.10.1 Leave for training or service in the Territorial and Reserve Forces shall be covered by the Volunteers Employment Protection Act 1973.

10. Other Entitlements

10.1 Kiwisaver

10.1.1 The Employee has the option of joining Kiwisaver, and as a new Employee will be automatically enrolled into Kiwisaver and both the Employee and Employer will be subject to the scheme rules, including the employee's eligibility to join the scheme and any requirement to make minimum Employer contributions.

10.1.2 The Employer will make the compulsory Employer contributions to KiwiSaver, currently set at 3% of the Employee's gross salary or wages. Any legislative changes to the compulsory Employer's contribution will be activated on the effective date of the legislated changes.

10.1.3 The Employer encourages the Employee to take advice over your scheme provider. If you do not select a scheme provider, the Inland Revenue will allocate the Employee to one of the approved default scheme providers. More information about Kiwisaver is available from the internet: www.kiwisaver.govt.nz.

10.2 Training, professional development and Supervision

10.2.1 The Employee agrees to undertake such training, professional development and/or supervision as required by the Employer. The costs of all training will be met by the Employer. Where the Employer requires an Employee to hold and or retain a qualification/registration, any fees associated with such shall be paid by the Employer.

10.2.2 Employees will have an annual appraisal, which will include consideration of the Employee's training needs.

10.2.3 The Employer shall require the Employee to undertake orientation and may require the Employee to undertake core and other training (both to be at the Employer's expense).

10.2.4 A new Employee will be required to complete orientation and core training within 6 months of commencing employment.

11. Higher Duties Allowance

11.1 Where an Employee agrees to perform the duties of a position paid at a higher basic wage rate than that paid to the Employee, the Employee performing the higher duty shall be paid the higher basic wage rate while performing the higher duty for more than five consecutive days or 40 consecutive hours. Payment is to commence from the date of commencement of higher duties.

12. Training/Travel Allowance

12.1 If an Employee is required to remain overnight at other than their normal residence, the Employer on production of receipts shall reimburse the reasonable cost of bed and breakfast accommodation and up to \$41.20 per day for other meals and expenses.

12.2 When an Employee is travelling away from their home base for the day and is unable to return to his/her home for an evening meal by 7pm, he/she will be entitled to receive a reimbursement, on presentation of expenses, of up to \$35.00 for the purposes of having a meal.

13. Health and Safety and Alternative Duties

13.1 Both the Employer and the Employee shall comply with their obligations under the Health and Safety at Work Act 2015. This includes the Employer taking all practicable steps to provide the Employee with a healthy and safe working environment. The Employee shall comply with all directions and instructions from the Employer regarding health and safety and shall also take all reasonable steps to ensure that in the performance of their employment they do not undermine their own health and safety or the health and safety of any other person.

13.2 The parties to this agreement express their commitment to the pursuit of Health and Safety at work. Both parties will endeavour to meet their obligations under the Health and Safety at Work Act 2015 and all other Health and Safety legislation promulgated.

13.3 An Employee assistance programme shall be available to all staff that requires such assistance.

13.4 The Employee must notify the Employer of any hazard of which they become aware at the place of work as soon as practicable on the day on which the hazard is identified.

13.5 A work related accident must be reported by the Employee to the Employer either immediately or as soon as practicable on the day on which the accident occurs. Failure to do this may result in the Employer not accepting that the accident occurred at work.

13.6 The Employer shall be notified as soon as practicable on the first day of absence caused by injury. When possible the Employee will indicate the nature of the injury and expected duration of the Employee's absence.

13.7 The Employee shall notify the Employer within one (1) working day of filing any work related claim with ACC. The Employee shall also provide the Employer with a copy of the form by which the application is made to ACC and copies of medical certificates and such other documentary evidence as are provided to or by ACC from time to time relating to the Employee's continued eligibility for ACC.

13.8 Where the Employee is suffering from an injury as a result of a work related accident, the Employer may, at its sole discretion require the Employee to return to work to undertake alternative duties (either on a full or part-time basis) as are available and are within the Employee's capability and level of fitness as determined after consultation with the Employee and a medical practitioner.

13.9 Smoking shall not be permitted in any area prohibited by law or by the Employer's policies.

13.10 Information relevant to the client will be provided to staff in accordance with the Health and Disability Privacy Code to ensure compliance with Health and Safety and safe work practises.

13.11 For the purposes of health and safety staff are required to notify Pact when they are working for another organisation and the number of hours involved with such work.

13.12 Drug Testing

13.12.1 Where the Employer has reasonable grounds for suspecting that the Employee is under the influence of illegal drugs while at work, the Employer may require the Employee to undergo a non-intrusive drug test (a urine test) which will be conducted by a registered medical professional. The testing process followed will be such as to ensure a safe and accurate test.

13.12.2 In deciding whether to conduct a test the Employer shall have regard for any comment by the Employee. On receipt of a positive test the Employer shall discuss the results with the Employee and take into consideration any explanation received before any outcome is decided upon.

13.13 Medical Examination

13.13.1 The Employer shall be entitled to require the Employee to undergo a medical examination or psychiatric examination or assessment, at the Employer's cost, by a registered medical practitioner nominated by the Employer.

13.13.2 Such examination or assessment may be required :

- a. where the Employer has reasonable grounds for concern that the Employee's health is affecting their safety at work, or the safety of others in the workplace;
- b. if the Employee has been absent from work due to sickness or injury; and
- c. In the course of assessing whether the Employee is capable of working in a particular position or able to carry out their duties.

13.13.3 The Employee agrees that the results of such testing shall be accessible by the Employer, and agrees that the results of such testing shall be accessible by the Employer, and agrees that the medical practitioner is authorised to and may provide the information directly to the Employer.

14. Other Employment Obligations

14.1 Confidential Information

14.1.1 The Employee acknowledges that due to the nature of their employment they will have access to confidential information relating to the operations of the Employer and its consumers/clients.

14.1.2 The Employee shall not, whether during the currency of this agreement or after its termination for whatever reason, use, disclose or distribute to any person or entity, otherwise than as necessary for the proper performance of their duties and responsibilities under this agreement, or as required by law, any confidential information, messages, or data, or trade secrets acquired by the Employee in the course of performing their services under this agreement. For the purposes of this agreement, 'confidential information' includes any information relating to the business or financial affairs of the Employer, their consumers/clients, or Employees.

14.1.3 Upon completion of employment the Employee will return to the Employer all confidential information, resident lists, Employer records and copies thereof. The Employee shall not remove, copy, use or provide to another party not authorised by the Employer any files, records, papers, correspondence or any other documents, including computer files on termination of employment.

14.1.4 The Employee shall not make any comment or statement (whether or not in writing) about their Employer or associated entities or any of its activities to the media (inclusive of social media) without the prior approval of the Chief Executive.

14.2 Conflicts of Interest & Secondary Employment

14.2.1 The Employee shall disclose to the Employer, in writing, all interests of the Employee and the Employee's immediate family which may conflict with Pact's interests. The Employee shall make the first declaration of such interests on signing this agreement and thereafter at the Employer's request, or upon becoming aware of any interest of the Employee's or of the Employee's immediate family that may conflict with Pact's interests. The Employee agrees to take such steps that the Employer may reasonably require to resolve or manage any such conflicts.

14.2.2 Without the Employer's prior approval the Employee shall not engage in any activity, paid or unpaid, which impinges upon, or is likely to impinge upon, the proper performance of the Employee's duties and responsibilities under this agreement.

14.2.3 If the Employer forms the opinion that any activity engaged in or about to be engaged in by the Employee impinges upon, or is reasonably likely to impinge upon, the proper performance of the Employee's duties and responsibilities under this agreement, the Employer may, after considering any comments from the Employee, direct the Employee to cease or refrain from such activity and the Employee shall act accordingly.

14.2.4 The Employee accepts that that a breach of these contractual obligations by entering into an employment agreement or business operation that conflicts with the Employer's business is serious misconduct for which the Employee may be dismissed from their employment.

14.3 Motor Vehicle

14.3.1 The Employee agrees to drive all Pact vehicles within the law and in a manner that will not bring Pact into disrepute. Where an Employee agrees and is authorised to use their private vehicle on approved Employer work, the mileage allowance paid will be at the IRD rates as published from time to time.

14.3.2 Employees using personal vehicles for work purposes shall ensure the vehicle is registered, and warranted. Employees shall be responsible for all charges arising from traffic and parking infringements.

14.3.3 The Employer requires the driver/s of the vehicle to hold a full, clean New Zealand drivers' licence and to be an Employee at all times. The Employee will not allow any person who is not a Pact Employee and/or who is not a New Zealand qualified driver to use the vehicle. The Employee will immediately disclose to Pact if their drivers' licence status changes or if they lose their licence.

14.3.4 The Employee agrees to reimburse the Employer for all costs involved in repair or replacement of the vehicle if the Employee is acting unlawful including being intoxicated, speeding or being an unlicensed driver at the time of the accident;

14.3.5 If the Employee is involved in an at fault accident and is notified of such by Pact at the time of the accident, they agree that subsequent at fault accidents will make them liable to pay for any cost of repair to Pact property or damage caused to a third party up to a maximum of \$500.

14.3.6 The Employee agrees to abide by Pact Staff Policy re: vehicle use and to sign the Fleet Safety Authority agreement (Driver's check form).

15. Redundancy

15.1 For the purpose of this agreement, redundancy shall be the situation where one or more positions are no longer required by the Employer. Redundancy may arise from a reorganisation of the Employer's operations or may be caused by a decrease or loss of funding, because of decisions by Government, or because of the merger, close or sale of all or part of the Employer's business.

15.2 If one or more positions may become redundant, the Employer shall notify the union (or both unions if members of both may be affected) of the proposed intention or plan. The proposal shall provide sufficient information, subject to commercial sensitivity, for the Employee(s) to develop an informed response.

15.3 The Employer shall allow the Employee(s) reasonable opportunity to develop an informed response.

15.4 The Employer shall give genuine consideration to the matters raised in the response before determining whether or not to proceed with the proposed intention or plan, and if proceeding which position(s) are redundant.

15.5 If, after considering the response, the Employer decides to proceed and determines that the position(s) are redundant, the Employer shall give the affected Employee(s) four week's written notice of impending redundancy.

15.6 During the notice period, the Employer shall allow the affected Employee(s) reasonable opportunity to attend employment interviews, if any, without loss of pay.

15.7 If not required to work out all or part of the notice period, the affected Employee(s) shall be paid ordinary pay in lieu. The affected Employee(s) also may elect to not work out all or part of the notice period. In the case of voluntary redundancy the decision to not work during the notice period must be agreed to by the Employer.

15.8 If part or all of the Employer's business is sold, redundancy compensation will not be payable if the new owner offers the affected Employee(s) reasonably the same conditions of employment as are set out in this agreement.

15.9 In addition to the notice period, an Employee made redundant shall receive a payment of four weeks ordinary pay for their first year of service, plus one weeks ordinary pay for each additional year of service thereafter up to a maximum of five years' service. No redundancy will be paid on allowances.

16. Transfer of Undertaking/Job Security

16.1 Restructure/Merger

16.1.1 The employee recognises that some organisations are subject to restructuring and mergers. An event such as a merger or restructuring redundancy compensation will not be payable provided the employee is offered continued employment on generally no less favourable terms and conditions in the new structure or company.

16.1.2 In the event that the employee is not offered employment or is offered employment on generally no less favourable terms and conditions in the new structure or firm, clause 15.5 to 15.9 may be brought into effect.

16.2 Sale of Business/Contracting Out

16.2.1 In such circumstances of technical redundancy where on the sale or contracting out of the employer operation or any part of it and the employee's employment is terminated, the redundancy provisions in clauses 15.5 to 15.9 shall apply to this agreement.

16.2.2 If however, the employee is offered continued employment on generally no less favourable terms and conditions with the current employer under this agreement or with the new entity acquiring the operation, (or part of it) then the redundancy provision in clause 15.9 shall not apply and the employee will not be entitled to any form of redundancy compensation whatsoever.

16.3 Employee Protection Provision

16.3.1 If the employer is proposing a sale, transfer or restructuring of its business so that employee's work may be performed for a new employer, the employer shall negotiate with the new employer about the sale, transfer or restructure, to the extent that it relates to affected employees.

16.3.2 In this clause, restructuring, new employer and affected employee have the meanings given to them by the Employment Relations Act 2000 (as amended).

16.3.3 The employee hereby consents to the employer disclosing personal information to the new employer regarding the employee's employment for the purposes of complying with the employer's obligations under this clause.

16.3.4 The employer will adhere to the following process when negotiating with the new employer about the sale, transfer or restructure to the extent that it relates to affected employees:

- a. The employer will consult with affected employees regarding the proposed sale, transfer or restructuring.
- b. The employer will negotiate with the new employer regarding the possible transfer of affected employees.

- c. The employer will explain the terms and conditions of each employee's employment to the new employer.
- d. The employer will explain how many employees work in the business and what role each one occupies.
- e. The employer will discuss whether the affected employees will transfer to the new employer on the same terms and conditions of employment, whether the new employer can offer alternative positions to the employees and whether redundancy compensation, if any, will be available to those who do not transfer.
- f. The employer will alert the new employer to any questions or concerns that affected employees may have regarding the sale, transfer or restructure.

16.3.5 Redundancy compensation is payable in the event of a redundancy as outlined in clause 15.9.

17. Termination of Employment

17.1 General Termination

17.1.1 Two weeks written notice shall be given by the employee or the employer and any variation to this notice period must be agreed by the parties in advance.

17.1.2 If the Employee terminates employment without having given the required amount of notice the Employer has the discretion to deduct wages from the Employee's final pay in lieu of notice owed.

17.1.3 The Employee consents for the Employer deducting from their final pay any of the following amounts owed to the Employer by the Employee; any leave entitlement paid in advance, any overpayment, any of Pact's property not returned on terminations, any cost of repairs to Pact's property issued to the employee that has been damaged by the employee (other than normal wear and tear) and any other proven debt. This clause is subject to the Wages Protection Act 1983. The Employee's signature on this Agreement will satisfy the written consent requirement of section 5 of the Wages Protection Act 1983. The Employee will be notified of the intention to make any deduction prior to the time of processing.

17.1.4 This provision shall not prevent the immediate termination of employment without notice for serious misconduct.

17.1.5 If an Employee is absent for 3 or more working days without notice or leave of absence and the Employer is unable to contact the Employee, the Employee shall be deemed to have abandoned and terminated this employment, unless a reasonable explanation for the absence is accepted by the Employer.

17.1.6 If the Employee disputes the outcome, the Employee is entitled to initiate a personal grievance on the basis that non-acceptance of the proffered reason was unfair or unjustified.

17.1.7 Upon termination of employment all of the Employer's property including information held by the Employee must be returned to the Employer or otherwise accounted for.

17.2 Suspension

17.2.1 In the event the Employer wishes to investigate any alleged misconduct or serious misconduct, the Employer may suspend the Employee on pay whilst the investigation is carried out.

17.3 Termination on Incapacity or Medical Grounds

17.3.1 The Employer may terminate the Employee's employment by reason of incapacity if the Employer considers, on reasonable grounds, that the Employee is no longer able, as a result of mental or physical illness, injury or impairment, to perform properly the Employee's duties and responsibilities.

17.3.2 The Employer shall be entitled to require the Employee to undergo a medical examination in the circumstances outlined in clause 8.4. The Employee agrees to authorise the nominated medical practitioner to release any reports to the Employer to assist the Employer in its assessment of the Employee's situation. In assessing the Employee's fitness for work, the Employer shall take into account any report provided as a result of that examination, and any other medical report provided by the Employee within a reasonable time-frame. The Employer acknowledges that the Employee has the right to refuse to undergo a medical assessment. The Employee agrees and acknowledges that such a refusal means the Employer will assess the situation based on the knowledge it has at the time. If, in the reasonable opinion of the Employer, the Employee is incapable of the proper performance of their duties by reason of health (either physical or mental), the Employer may terminate this agreement by the provision of at least two weeks' notice.

17.4 Obligations of Employee on Termination

17.4.1 Upon the termination of this agreement for whatever reason, or at any other time if so requested by the Employer, the Employee shall immediately return to the Employer all information, material or property (including but not limited to computer devices, printouts, manuals, reports, letters, memos, plans, diagrams, security cards, keys, and laptop computers) either belonging to or the responsibility of the Employer and all copies of that material, which are in the Employee's possession or under their control.

18. Resolving Employment Relationship Problems

18.1 If any employment issues arise, they should be raised with the Employer as soon as possible so that they can be resolved. If the matter is not resolved either party (the Employer or the Employee) can seek assistance from the Department of Labour's mediation service. If the issues are not resolved at mediation, they may be referred to the Employment Relations Authority. A more detailed explanation of resolution options is provided in Schedule A.

18.2 If the issue is a personal grievance, the Employee must present that grievance within 90 days of the event giving rise to the grievance, or after further time if allowed by the Employer or where the Employment Relations Authority grants an extension of time.

18.3 In the case of the trial period being in place, the Employee may not raise a personal grievance on the grounds on unjustified dismissal. The Employee may raise a personal grievance on other grounds as specified in sections 103(1) b-g of the Employment Relations Act 2000, and in the trial period clause of this agreement.

19. Acknowledgement of the Agreement

19.1 Variation of Agreement

19.1.1 The parties may vary this agreement, provided that no variation shall be effective or binding on either party unless it is in writing and signed by both parties.

19.2 Entire Agreement

19.2.1 Each party acknowledges that this agreement contains the whole and entire agreement between the parties as to the subject matter of this agreement and it supersedes any previous representations, agreements and understandings between the Employer and Employee (whether written or verbal) relating to the Employee's employment with Pact.

19.3 Severability

19.3.1 The various provisions of this agreement are severable and if any provision is held to be invalid or unenforceable by any court of competent jurisdiction, then such invalidity or unenforceability shall not affect the remaining provisions of this agreement.

19.4 Employee Acknowledgment

19.4.1 The Employee acknowledges that:

- a. they have been advised of their right to take independent advice on the terms of this agreement,
- b. that they have been provided with a reasonable opportunity to take that advice;
- c. that they have read these terms of employment and understand these terms and their implications;
- d. that they agree to be bound by these terms of employment and the Employer's policies and procedures as implemented by the Employer from time to time;
- e. they do not have any disability, medical condition, injury or illness which would affect their ability to carry out their duties;
- f. they have not been charged with or convicted of any criminal offence which may be relevant to their role or the Employer's business;
- g. all the information (qualifications and experience) provided by them in their application are true and correct to the best of the Employee's knowledge and belief, and
- h. they have not deliberately failed to disclose any matter, which may have materially influenced the Employer's employment decision.

20. Rate of Pay

20.1 The rate of pay to be paid to the employee will be negotiated between the employer and employee and recorded in clause 21 below.

20.2 In addition to this pay rate the employee, if required to work on-call shall also be entitled to the on-call allowance.

20.3 On Call Allowance is \$2.85 per hour. Public Holidays paid at time and half.

21. Declaration

The two parties have agreed to this Individual employment agreement which will take effect from **21/07/2025**.

The employee is employed as a Mental Health Clinician and the annual salary the employee is to be paid will be **\$83545.88**.

If there are to be any other variations to the content of the standard agreement, they will be noted here.

On behalf of Pact (Name) *Sylvia Wouters*

Position *Manager Workforce Development*

Signed:



I, Jimly Sunny, declare that I have read (or had explained to me to my satisfaction) and understand the conditions of employment detailed above, and in the attached schedules and Employer policies, and accept them fully. I acknowledge I have been given a reasonable amount of time to consider the agreement, and seek advice on it before signing the agreement. I understand that I may obtain further information relating to holidays entitlements from the Ministry of Business, Innovation and Employment, or my union (if applicable).

Schedule A: Resolving Employment Relationship Problems

Employment relationship problems – what are they?

Employment relationship problems include such things as personal grievances, disputes, claims of unpaid wages, allowances or holiday pay. Full definitions of the kinds of employment problems that may arise are contained in the Employment Relations Act 2000 - see part nine of the Act. The following provides a broad description of the areas included:

- 1. Personal grievance** - a claim by an Employee alleging unjustified dismissal, disadvantage, discrimination, sexual or racial harassment or duress. In the case of sexual or racial harassment an Employee must advise her/his Employer to allow them an opportunity to take whatever practical steps that is available to prevent a repetition of the harassment. A personal grievance does not include problems agreeing on variations to employment conditions. See Sections 103 – 112 of the Act.
- 2. Dispute** - a dispute over the interpretation, application or operation of an employment agreement. A 'dispute' may be initiated by either the Employee or the Employer or on their behalf by a representative. In the case of collective agreements the person initiating the 'dispute' must advise the Employer and union parties to the collective agreement. See Section 129 of the Act.
- 3. Wage arrears** - a claim by an Employee that they have not been correctly paid wages (or other money payable) required under an employment agreement or by law. See Section 131 of the Act.

What happens if you believe you have an employment problem?

Step One - Tell Us First!

If you think you have an 'employment problem', then you must let a partner in the business know immediately, so we can try and resolve it with you then and there. You can approach whichever of the partners you feel comfortable with.

In some cases, there is a time limit on when you have to do this – see 'personal grievances'. In the case of a 'dispute' and we initiate it we will tell you about it immediately.

Step Two - What Next?

If we cannot resolve the employment problem within 5 working days of it being raised the party initiating the problem must then give to the other party a written statement that contains the following:

1. Details of the grievance, dispute or wage arrears (as applicable).
2. Why they feel aggrieved.
3. What solution they seek to resolve the employment problem.

In response the other party must reply in writing within 10 working days setting out the following:

1. Their view of the facts.
2. Their view on the solution sought. If the remedies claimed are not accepted then the reason(s) for this must be stated.
3. If we cannot resolve the problem then the party who initiated it shall within 10 working days of the response under 2.2 advise the other of any change to their written statement. If there is no change then a simple written confirmation of this is sufficient. The party initiating the matter may then refer the matter to the mediation service of the Department of Labour. (See below)

Personal grievances – when must you raise one?

If you feel that you have grounds for raising a personal grievance with the Employer (for unjustified dismissal, unjustifiable disadvantage, discrimination, duress, sexual or racial harassment), then you must do so within 90 days of the action occurring, and for sexual harassment you have 365 days of the action occurring, or the grievance coming to your notice. Otherwise, your claim may be out of time and we will not be obliged to consider it.

If you raise your grievance out of time, we can choose to accept the late advice or to reject it. If we choose to reject it, and therefore to not consider the grievance, you can ask the employment relations authority to grant you leave to raise the grievance out of time.

You must raise any grievance with your manager so we know what the grievance is about.

Mediation Services

If an employment problem is not resolved as set out above the party initiating it may contact the Ministry of Business, Innovation, and Employment mediation services for free assistance. Their email address is mediation@employment.govt.nz or phone 0800 20 90 20.. The mediator will try to help us resolve the problem, but won't make a decision as to who is right or wrong unless we both want this.

Employment Relations Authority

If the employment problem is still not resolved the next step is to apply to the employment relations authority for assistance. This is a more formal step to take, and you might want to have someone representing you. The authority member will investigate the problem, and will make a decision. This decision can be appealed by either of us to the employment court and then to the court of appeal.

Representation

At any stage, you are entitled to have a representative working on your behalf, and we will work with you and that person to try to resolve the problem. We can also choose to have a representative working on our behalf.

Delays

In good faith we must both deal with any employment problem promptly. Any unreasonable delays may prejudice the other parties' ability to properly respond to the employment problem claim.

More information

You can get free advice from the Ministry of Business, Innovation & Employment (employment relations service) on **0800 20 90 20** or at www.employment.govt.nz.