



## Individual Employment Agreement Under the Employment Relations Act 2000:

This employment agreement will take effect from [REDACTED] between:

IHC NZ Incorporated ('Employer' or 'IHC')

and

[REDACTED] ('You')

and will remain in force until terminated by either party in accordance with the provisions of this agreement.

Your employment under this agreement is contingent on your having and retaining the right to work lawfully in New Zealand for the Employer. You agree to advise the Employer immediately if there is any change or potential change to your ability to do so (e.g. any change or potential change to any relevant visa or permit, or to your residency status).

You also acknowledge and agree that your employment under this agreement is contingent on a Police vetting check being completed the results of which are in all respects satisfactory to IHC.

### 1. EMPLOYMENT AGREEMENT

- 1.1. You will be employed by IHC in the position of 'Association Support' in the [REDACTED] area and may be directed to work at any other location supported by IHC which is reasonably accessible by you.
- 1.2. This agreement and your letter of offer sets out the whole of the terms and conditions of your employment and supersedes all previous agreements or understandings, written or verbal between the parties.
- 1.3. The Employer has standard policies on many matters which are or will in the future become relevant. You must ensure you read and understand these policies and observe them strictly at all times. The Employer reserves the right to amend all or any of its policies from time to time at its discretion and with reasonable notice to you.
- 1.4. It is recognised that the parties may from time to time mutually agree to vary the terms and conditions of this agreement. No variation will have any legal effect unless it is in writing and signed by both parties.
- 1.5. The Employer has offered employment to you in reliance on all representations made by you in support of your application for employment. You may face termination of employment for misrepresentation or material omission in terms of these representations.
- 1.6. 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 will not affect the remaining provisions of this agreement.

## **2. REMUNERATION/HOURS OF WORK**

- 2.1. You will be paid [REDACTED] (gross) per hour worked. You agree this rate fully compensates you for all hours worked except as otherwise provided for in this agreement. You will be paid fortnightly and in arrears, by direct credit into a bank account nominated by you.
- 2.2. Your remuneration will be reviewed annually, although the Employer will be under no obligation to increase remuneration on any occasion.
- 2.3. You agree that the Employer may deduct from your remuneration, either on termination or at any other time, any overpayment (whether by way of leave taken in advance or otherwise) or debt or sum due from you to the Employer, unless you advise the Employer that you have withdrawn your agreement. The Employer will consult with you before it makes a deduction from your remuneration under this provision.
- 2.4. Your hours of work are [REDACTED] hours per week. These will be performed between the hours of 8.30am and 5.00pm over Monday to Friday. The Employer may alter these hours of work from time to time if this is required for business reasons and following consultation with you. Paid rest and unpaid meal breaks are provided in accordance with the Employment Relations Act 2000 and are to be taken at times on any day which are directed by the Employer or failing that at times which allow you to best meet the needs to your role that day.

## **3. DUTIES**

- 3.1. Your duties are contained in Appendix A. The parties agree that the Employer has the right to modify your duties or to assign you different duties following consultation with you and if, in the Employer's opinion, this is in the Employer's interests.
- 3.2. You will at all times act in the best interests of the Employer.
- 3.3. You will follow and implement the philosophy of the Employer.
- 3.4. You will report to the local Association Chair. You also report to the General Manager of IHC Programmes, although the Association Chair remains your primary manager.
- 3.5. You will participate fully in any performance appraisals carried out or requested by the Employer from time to time. Your performance will be formally reviewed annually, and at such other times as the Employer may consider appropriate.

## **4. TRAVEL AND ACCOMMODATION**

- 4.1. Reasonable travel and accommodation expenses incurred by you under the direction of the Employer will be reimbursed on production of appropriate receipts and otherwise in accordance with the Travel & Accommodation Policy.

## **5. LEAVE**

*Please note, information about your entitlements under the Holidays Act 2003 can be obtained from the Ministry of Business, Innovation and Employment, including via its website at: [www.employment.govt.nz/leave-and-holidays](http://www.employment.govt.nz/leave-and-holidays).*

#### 5.1. Annual Holidays:

- (a) You are entitled to 4 weeks' annual holidays after each 12-month period of continuous service with the Employer. This annual holiday entitlement is inclusive of, and not in addition to, your entitlement under the Holidays Act 2003, and will be taken in accordance with that Act.
- (b) Annual holidays are to be taken by mutual agreement, but should be taken within 12 months of entitlement. The Employer may require you to take annual holidays to which you have become entitled by giving you 14 days' notice of this requirement. Applications for annual holidays must be submitted on the prescribed form and should be lodged at least one calendar month before the proposed commencement of the leave, except where applications for leave include the Christmas/ New Year period, the application must be received by 1 November.
- (c) Your holiday pay for annual holidays will be paid in the relevant fortnightly pay period during which the holiday is taken.
- (d) Following your completion of 10 years' continuous service with the Employer, your entitlement to annual holidays per clause 5.1(a) above will increase to 5 weeks.

#### 5.2. Public Holidays:

- (a) You are entitled to public holidays in accordance with the Holidays Act 2003, on the days specified in that Act (except, to the extent permissible by law, where you and the Employer agree that a public holiday will be observed on another day). This means that you will be entitled to a day's leave (paid, in accordance with the Holidays Act 2003, at your relevant daily pay or average daily pay) where one of those public holidays falls on a day which would otherwise be a working day for you.
- (b) You agree that the Employer may require you to work on a public holiday. In that event, you will, in accordance with the Holidays Act 2003, be paid one and half times your relevant daily pay or average daily pay for the time actually worked on that day. In addition, if that public holiday would otherwise have been a working day for you, you will also receive another day's holiday (an "alternative holiday"; paid, in accordance with the Holidays Act 2003, at your relevant daily pay or average daily pay), to be taken at a time agreed between the parties. If the parties cannot agree, the Employer may require you to take an alternative holiday to which you have become entitled by giving you 14 days' notice of this requirement.

#### 5.3. Sick Leave:

- (a) After completing six months' continuous service with the Employer, you are entitled to 10 days' sick leave (paid, in accordance with the Holidays Act 2003, at your relevant daily pay or average daily pay) for each 12-month period of continuous service thereafter. This sick leave may accrue to a maximum of 20 days and may be taken when you, your partner, or any person who depends on you for care is sick or injured.
- (b) This sick leave is inclusive of, and not in addition to, your entitlements under the Holidays Act 2003, and will be taken in accordance with that Act.
- (c) You are required to give the Employer notice as soon as practical, and preferably before your usual start time, of your absence on sick leave on any day.
- (d) The Employer may require you to produce a medical certificate in respect of an absence, but will only do so where permitted by law.
- (e) In cases of ongoing illness, or where abuse of sick leave is suspected, the Employer may require you to undergo a medical examination by a medical practitioner of its choice. If the Employer requires you to undertake a medical examination under this clause, you agree that the Employer may access medical reports or information from the medical practitioner regarding your condition, particularly as to your prognosis for resuming work and whether you are able to safely undertake your duties.

#### 5.4. Bereavement (Tangihanga) Leave:

- (a) You are entitled to a maximum of three days' paid leave for each bereavement suffered on the death of a spouse, child, parent, brother or sister, father-in-law, mother-in-law, grandchild or grandparent.
- (b) If there are any occasions on which the Employer accepts that, by reason of the death of any person, you have suffered a bereavement, bereavement leave of to 1 day can be taken.
- (c) This bereavement leave entitlement is inclusive of, and not in addition to, your entitlement under the Holidays Act 2003.

#### 5.5. Parental Leave:

The provisions of the Parental Leave and Employment Protection Act 1987 and its subsequent amendments will apply.

#### 5.6 Family Violence Leave:

After completing six months' continuous service with the Employer, you are entitled, in accordance with the Holidays Act 2003, to family violence leave.

## **6. EMPLOYMENT PROTECTION PROVISION**

- 6.1. In the event of a proposed sale, transfer or restructuring of the Employer's business that is covered by section 69OI of the Employment Relations Act 2000 and which would result in your work (or part of your work) being transferred to a new employer, the Employer will negotiate with the proposed new employer about whether you will be offered employment with the new employer, and if so, on what terms.
- 6.2. In the event you are not offered employment with the new employer, or are offered employment and decline to transfer, and your position of employment with the Employer is redundant, you will be entitled to the notice set out in clause 7.1, but you will not be entitled to any redundancy compensation.
- 6.3. In the event you are offered employment with the new employer and accept that offer, you will transfer to the new employer on a date agreeable to the Employer, and will not be entitled to any redundancy compensation or any notice of termination of employment from the Employer.

## **7. TERMINATION OF EMPLOYMENT**

- 7.1. Either party may terminate this agreement by providing two weeks' notice of termination in writing. The Employer may elect to pay remuneration in lieu of all or part of such notice.
- 7.2. You agree that the Employer may summarily dismiss you where, after having conducted an investigation, the Employer believes serious misconduct has occurred. Serious misconduct includes but is not limited to:
  - a) Harassment (including sexual or racial harassment) or bullying of other employees, contractors, of any person with an intellectual disability, or of any stakeholder. This includes via social media or any online forum;
  - b) Breach of confidentiality by you;
  - c) Breach of intellectual property rights;
  - d) Failure to comply with the Employer's policies on matters such as health and safety, internet or email usage, or security (and you also agree that the Employer may monitor the use of, and content of, its electronic systems or facilities, including by accessing and assessing any email, and by assessing any internet or telephone usage);
  - e) Negligence in the performance of your role;
  - f) Unauthorised possession or use of the Employer's property, or that of any other employee or contractor, or of any person with an intellectual disability, or of any stakeholder;
  - g) Acting in any way that significantly damages or undermines the reputation or business of the Employer. This includes via social media or any online forum.



- 7.3. If your employment is terminated for redundancy (which includes the situation where your position of employment with the Employer is superfluous to its requirements), you will be provided with notice of termination per clause 7.1 above, but you are not entitled to any redundancy compensation.
- 7.4. Where allegations of serious misconduct, breach of trust or serious performance failings have been made against you and are to be investigated, you may be suspended pending the outcome of that investigation. Suspension will ordinarily be on pay. However, where any investigation is delayed beyond two weeks for reasons outside the Employer's control (such as a criminal investigation occurring, or a failure or inability by you to cooperate with the Employer's requirements), the Employer may suspend you without pay.
- 7.5. Upon the termination of this agreement, or at any earlier time if instructed by the Employer, you will immediately deliver up and return to the Employer all information, material or property either belonging to or the responsibility of the Employer, and all copies of that material, which are in your possession or under your control.

## **8. ABANDONMENT**

- 8.1 Where you are absent from work for a period of 3 continuous working days without notification to the Employer, and the Employer has taken steps to contact you, you will be deemed to have abandoned your employment, and termination will occur on the end of the third day without the need for notice. The parties agree that the steps required by this clause are that the Employer attempts to telephone you once during business hours on each of 3 consecutive working days. You will keep the Employer advised of your current telephone number and address throughout the employment, and if you fail to do so, the Employer will not be required to comply with the requirement to contact you.

## **9. CONFLICTS, POTENTIAL CONFLICTS, AND DISCLOSURE**

- 9.1 You agree that there are no contracts, restrictions or other matters which would interfere with your ability to discharge your obligations under this agreement. You further agree that in offering to employ you the Employer has relied on the information provided by you in the course of your application, and that any misrepresentation by you, or your failure to disclose information that is relevant to your application or ability to perform the duties of your role (including any pre-existing condition or injury relevant to the performance of your duties), may be grounds for dismissal.
- 9.2 In terms of any secondary employment (refer s.67H of the Employment Relations Act 2000), you agree that during your employment under this agreement you will not, without the Employer's prior written approval, perform any work for another person which may:
- (a) Involve the use of any intellectual property or commercially sensitive information obtained by you as a result of your employment under this agreement; or
  - (b) Conflict with the interests of the Employer (including by competing with the Employer); or

- (c) Affect the Employer's commercial reputation; or
- (d) Impair your ability to act in the best interests of the Employer, or to properly or safely perform your duties under this agreement.

- 9.3 You further agree that the Employer has genuine reasons based on reasonable grounds for restricting secondary employment, which are as referred to immediately above at (a) to (d).
- 9.4 If, while performing your duties and responsibilities under this agreement, you become aware of any potential or actual conflict between your interests and those of the Employer, then you will immediately inform the Employer. Where the Employer forms the view that such a situation does exist or could exist, it may direct you to cease or refrain from such activity, and you will comply with that instruction.
- 9.5 When acting in your capacity as an employee, you will not, either directly or indirectly, receive or accept for your own benefit any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Employer, without the prior written approval of the Employer.
- 9.6 No statements are to be made to, or interviews given to, the media or any other third party regarding the Employer, its business or its clients or customers, without the prior written approval of the Employer.

## **10. HEALTH AND SAFETY**

- 10.1. The parties acknowledge their joint commitment to health and safety, including the need for both parties to actively familiarise themselves with their respective responsibilities.
- 10.2. All hazards identified by you in the workplace must be reported to the Employer as soon as practicable so that remedial action may be taken as appropriate.
- 10.3. Any work-related injuries must be reported to the Employer as soon as practicable. The Employer reserves the right to dispute the validity of any claim (whether under the Accident Compensation Act 2001 or otherwise) in relation to any alleged injury which has not been reported.
- 10.4. You will notify the Employer of any claim under the Accident Compensation Act 2001 in relation to a work-related injury, within one working day of filing such a claim. If it is impractical to do so, the Employer will be notified as soon as possible. When requested, you will provide the Employer with a copy of the appropriate form by which the claim is made and copies of such other documentary evidence and medical certificates as are provided to you from time to time relating to your claim.
- 10.5. The Employer is committed to supporting your rehabilitation if you are injured in an IHC Services workplace. The Employer believes that successful rehabilitation requires a partnership between the Employer, you, the insurer (including claims and case administrators) and appropriate medical professionals. In the situations where a workplace injury leads to extended time off work, the Employer undertakes to consider

rehabilitation options as soon as practicable and will require you to participate fully in that process.

## **11. CONFIDENTIALITY**

You agree that you will not, either directly or indirectly, either while employed or after ceasing to be employed by the Employer, divulge or communicate to any person, any information gained in the performance of duties with the Employer, or with any associated Society, concerning the affairs of the Employer, its staff, or of families or individuals with an intellectual disability, except where expressly directed by the Employer.

## **12. INTELLECTUAL PROPERTY**

All work (including any process, design or other material or item whatsoever) produced or developed for the Employer by you under this agreement or otherwise, and the right to the intellectual property of whatsoever kind (including copyright) in all such work, is to be the sole property of the Employer both during this employment agreement and following its termination.

## **13. RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS**

Please refer to Appendix B (attached), which outlines a process for the resolution of employment relationship problems.

## **14. UNEXPECTED SITUATIONS**

- 14.1. In the event of any unexpected situation outside either party's control (such as a natural disaster, "act of god", epidemic, pandemic, or the like), which prevents the Employer's business (or a relevant part of its business) from operating in the usual manner, the Employer will take steps to attempt to continue to employ and to pay you. However, where the workplace cannot be accessed, or the Employer's business (or a relevant part of its business) cannot operate in the usual manner, you agree that as an interim measure the Employer may place you on leave without pay pending its assessment of how the specific situation has affected its business, and the likelihood or otherwise of a resumption of its usual business (or the relevant part of that) in the near future.

## **15. DECLARATION**



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I, [REDACTED] acknowledge that I have read, understood and accepted the provisions of this agreement.

I confirm that I have been provided with the opportunity to obtain independent legal or other advice prior to entering into this agreement. I have also been advised that I can obtain information about my entitlements under the Holidays Act from the Ministry of Business, Innovation and Employment, including via its website at: [www.employment.govt.nz/leave-and-holidays](http://www.employment.govt.nz/leave-and-holidays).

I confirm that I have the legal right to work in New Zealand for the Employer, and that I have provided or will on request provide acceptable evidence of that right.

I also declare that all information I have provided to the Employer in support of my application for employment is correct and complete and I understand that I may be dismissed from my employment if I have provided any incorrect or incomplete information.

Signed: \_\_\_\_\_ (Employee)

Date: \_\_\_\_\_

Signed: \_\_\_\_\_ (General Manager of IHC  
Programmes)  
[For and on behalf of IHC]

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX A

The primary role of the Administration Support is to support the Association Chair in meeting the objectives of their Association work including:

### **Association Meetings Administration**

- Distribute approved agenda to members
- Record the minutes at the designated meetings
- Type, prepare and proof read minutes for distribution at the Association Chairs' instructions
- Prepare an action list and circulate to members, ordinarily within two days of the minutes being distributed.

### **Membership / Promotion**

- Assist in the update of the local membership database
- Assist in the promotion of the local Association as per the Association Chairs' request.

### **Database**

- Build and maintain a database and relationship of identified groups of "interest" i.e.: schools, doctors, members, employers, committees, etc in the designated region. As supported by the Association Chair.

**Any other duties** as may reasonably be required.

### ***Desirable Qualities***

- Be able to demonstrate computer and administrative competencies aligned to the tasks above
- Prepared to develop local connections and to the advantage of the local Association.

## **APPENDIX B**

## **Resolving employment relationship problems**

If the employment relationship is to be as successful as possible, it is important that the parties deal effectively with any problems that may arise.

This procedure sets out information on how problems can be raised and worked through.

### **1. What is an employment relationship problem?**

It can be anything that harms or may harm the employment relationship, other than problems relating to fixing the terms and conditions of employment.

### **2. Clarify the problem**

If either party feels that there may be a problem in the employment relationship, the first step is to check the facts and make sure there really is a problem, and not simply a misunderstanding.

You might want to discuss a situation with someone else to clarify whether a problem exists, but in doing so you should take care to respect the privacy of other employees and managers, and to protect confidential information belonging to the Employer. For example, you could seek information from:

- friends and family.
- the Ministry of Business, Innovation and Employment's ("MBIE's") Info-line on 0800 20 90 20, or on its website at [www.employment.govt.nz](http://www.employment.govt.nz).
- pamphlets/fact sheets from MBIE.
- a union, a lawyer, a community law centre or an employment relations consultant.

### **3. Discuss the problem with the employer**

The problem should be raised as soon as possible. This can be done in writing or verbally. Provided you feel comfortable doing so, you should ordinarily raise the problem with your direct manager. Otherwise the problem can be raised with another appropriate manager. A meeting will usually then be arranged where the problem can be discussed. You should feel free to bring a support person to the meeting if you wish.

The parties will then try to establish the facts of the problem and discuss possible solutions.

### **4. The next steps**

If the parties are not able to resolve the problem by talking to each other, either party has a number of options:

- Contacting MBIE's Info-line, who can provide information.
- Seeking mediation from the MBIE (or the parties can agree to get a different mediator).

- If the parties reach agreement, a mediator provided by MBIE can sign the agreed settlement, which will be binding on the parties.
- The parties can agree to have the mediator provided by MBIE decide the problem, in which case that decision will be binding on the parties.
- If mediation does not resolve the problem, either party can refer the problem to the Employment Relations Authority for investigation.
- The Authority can direct the parties to mediation, or can investigate the problem and issue a determination.
- If one or other of the parties is not happy with the Authority's determination, they can refer the problem to the Employment Court.
- In limited cases, there is a right to appeal a decision of the Employment Court to the Court of Appeal and to the Supreme Court of New Zealand.

## **5. Personal grievances**

If the problem is a personal grievance, then you must raise it with the Employer within 90 days of when the facts that give rise to the grievance occur or come to your attention. A personal grievance can only be raised outside this time frame with the agreement of the Employer or in exceptional circumstances.

# Code of Conduct



## We must be fair, responsible and trustworthy

The Code of Conduct sets out the standards of behaviour expected of all staff, contractors and volunteers employed or engaged by IHC or one of its subsidiary companies (IDEA Services Limited and Accessible Properties New Zealand Limited).

The Code forms part of your Conditions of Employment or Engagement with IHC. Failure to uphold any of these standards could lead to disciplinary action.

### Core Beliefs

IHC believes all people with intellectual disabilities have the same rights, needs and aspirations as every other New Zealand citizen.

IHC acknowledges the special relationship that exists between the Crown and Māori and the growing multi-cultural nature of New Zealand.

When you work or volunteer for IHC you are committing to support the core beliefs of the Organisation and to meet the standards of conduct set out in the Code.

## Standards of Conduct

### Fair

I will:

- treat everyone fairly and with respect;
- respect the right of the people we support to manage their own lives and make informed choices about the services they receive;
- respect the interest families have in the care and support of their family member;
- respect the values, practices and knowledge of all cultures;
- be professional and responsive at all times.

### Responsible

I will:

- ensure my work is ethical and open to scrutiny;
- use IHC's resources carefully and only for intended purposes;
- look after my own and others' safety;
- strive to meet the expectations of my position and equip myself with the necessary skills and knowledge to do my job;
- respect the privacy of individuals, treat information with care and use it only for proper purposes;
- dress appropriately for the work I do.

### Trustworthy

I will:

- be honest in all my communications;
- never misuse my position for personal gain;
- ensure my actions are not affected by personal interest or relationships;
- avoid any activities, work or non-work that may harm the reputation of IHC;
- provide and maintain accurate records and declarations and ensure these are updated if circumstances change;
- not act or make public comment on behalf of the Organisation or another person unless authorised to do so.

*If you are unsure of the behaviour expected of you please ask your manager to clarify this with you.*