



Employment Agreement

for

(Name)

(Position title)

(Date)

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Individual Employment Agreement for:

(Name and position title)

Principles

- NZFSA is committed to being a fair employer.
- [] will use his/her best endeavours for NZFSA
- NZFSA and [] will work together to ensure a successful relationship under this Agreement.

The parties to this Individual Employment Agreement (the "Agreement") are:

The Chief Executive, New Zealand Food Safety Authority acting by and through **[Name, Position Title of Employer with delegation to sign an IEA]**, herein referred to as the Employer, New Zealand Food Safety Authority (NZFSA) (the "Employer");

and

[Name], (the "Employee").

The terms and conditions of the Agreement are as set out below.

Background

This Agreement is made under Section 62 of the *Employment Relations Act 2000* and Section 59(1) (a) of the *State Sector Act 1988*.

1 Position

Principles

- NZFSA recognizes for the efficient delivery of his/her job [] will need appropriate resources and powers.
- The NZFSA Code of Conduct and Operational Policies set out standards for behaviour.

The Employer wishes to appoint the Employee to the permanent **[Full time or Part time]** position of **[Position Title, Location]** in the New Zealand Food Safety Authority (NZFSA). The position reports to the **[Position Title, Business Group]** in **[Location]**.

1.1 Term

This Agreement will start on **[Date]** (the "commencement date").

This Agreement will continue in force unless earlier terminated pursuant to other provisions of this Agreement.

1.2 Duties

The duties to be undertaken by the Employee are set out in Schedule A (the position description) of this Agreement together with any other duties which may be agreed between the parties from time to time.

It is expected that these duties are performed in accordance with the instructions, policies and procedures of the Employer, as may be varied by the Employer from time to time and communicated to the Employee, and that the Employee will devote all of their normal working hours and best endeavours to performing the duties outlined in a manner which will promote the interests of the Employer.

As part of this Agreement the Employee will be required to exercise such powers, functions and duties as may be conferred upon the Employee from time to time by any enactment, or by delegation under any enactment.

2 Hours of Work

Principles

- We will work together to ensure that the work is completed in an efficient way and meets the needs of both NZFSA and [].

The hours of work for this position are 40 hours per week generally worked between the hours of 7.00am and 6.00pm Monday to Friday.

From time to time additional work will be required, including evening and weekend hours, in accordance with the needs of the position. The Employee is expected to, wherever possible; manage additional hours as part of flexible work hours. Where management of additional hours using flexible work hours is not possible time off in lieu will be provided in accordance with NZFSA policy.

The salary specified in this Agreement is deemed to cover payment for the overall performance of the job and overtime will not be payable.

TOIL may be available in accordance with NZFSA policy.

3 Holidays and Leave

Principles

- Leave entitlements are to provide opportunities for rest and relaxation and annual leave should be taken regularly.

Note:

Further information about entitlements under the *Holidays Act 2003* can be obtained from the Department of Labour, or a union of which the Employee is a member (if applicable).

Relevant daily pay for the purposes of calculating payment for a public holiday, alternative holiday, sick leave or bereavement means the amount of pay the Employee would have received had the Employee worked on the day concerned.

3.1 Public Holidays

Public Holidays shall be administered and calculated in accordance with the *Holidays Act 2003* which provides for eleven whole public holidays per year. Anniversary Day will be observed as in the locality of the work place concerned.

Due to the nature of the Employer's business, the Employee may be required to, and agrees to, work on any of these public holidays (where these would be otherwise working days for the Employee) at the Employer's direction.

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 relevant daily pay for that day.

If an Employee is directed to and does work on a public holiday that would otherwise be a working day, following a request to do so by the Employer, the Employee will be paid at least the portion of the Employee's relevant daily pay that relates to the time actually worked on the day plus half that amount again. The Employee will also be granted an alternative day's holiday, at relevant daily pay, for the day chosen.

Any alternative holiday will be taken at a time mutually agreed between the Employer and the Employee.

If an Employee agrees to work on a public holiday that would not otherwise be a working day for the Employee following a request to do so by the Employer, the Employee will be paid at least the portion of the Employee's relevant daily pay that relates to the time actually worked on the day plus half that amount again. No alternative day will be granted.

Entitlement to an alternative holiday continues until the holiday has been taken or the Employee has been paid for the holiday. If after 12 months the alternative holiday has not been taken, the Employer can require the Employee to take the holiday on giving no less than 14 days' notice and after prior consultation. The Employee can ask to exchange the alternative holiday entitlement for payment.

3.2 NZFSA Holidays

Three days are prescribed by NZFSA as NZFSA holidays and these will normally be given between Christmas and New Year.

3.3 Annual Leave

The Employee shall be entitled to four weeks annual leave on the completion of 12 months continuous service. After five years service, in respect of the sixth and each subsequent year, the Employee shall be entitled to four weeks and two days annual leave. This entitlement should be pro rated based on part time hours. Holiday pay will be paid in the pay relating to the period of the holiday taken.

The Employee's leave shall be taken at a mutually agreed time, subject to the provisions of the *Holidays Act 2003* except that NZFSA may direct the Employee to take annual leave on giving no less than 14 days' notice and after prior consultation.

The Employee may be permitted to anticipate up to half the annual leave entitlement, but agrees to any amount of anticipated holiday pay not yet due to be deducted from any final pay owed.

The Chief Executive may approve a permanent increase to the annual leave entitlement for an employee in week lots. Salary will be decreased by 2% per annum for each additional weeks leave entitlement granted.

3.4 Sick Leave

OPTIONS: Must choose one

Use this for full time positions or part time positions where a minimum of 10 days per fortnight are regularly paid:

The Employee shall be eligible for a paid sick leave entitlement, at relevant daily pay, as set out in the table below. This entitlement is inclusive of, and not in addition to, the provisions of the *Holidays Act 2003*.

An Employee may use their personal sick leave entitlements to care for, or attend to the needs of, another person who is dependent upon them, normally to a maximum of 10 days per year.

Employees shall be entitled to 10 days paid sick leave for each of the first two years of employment, and up to 15 days in each year thereafter. This leave is allocated as expressed in the following table and is accrued on an annual basis.

Start of entitlement period	Entitlement (number of full days given to last until the next entitlement period)
at commencement	10
at 1 years service	10
at 2 years service	15
at 3 years service	15
at 4 years service	15
at 5 years service	75
at 10 years service	150
at 20 years service	150

at 30 years service	150
at 40 years service	150

Where an Employee regularly uses their entitlement earlier than otherwise expected, NZFSA reserves the right to place the Employee on an entitlement of 15 days per year.

The sick leave entitlement shall not form part of any benefit payable on termination of this Agreement

OR

Use this for part time positions where less than 10 days per fortnight are regularly paid:

[The Employee shall be eligible for a paid sick leave entitlement, at relevant daily pay, of 5 days per year. This entitlement is inclusive of, and not in addition to, the provisions of the *Holidays Act 2003*.]

If the Employee has untaken sick leave at the end of each entitlement period, such untaken leave will be added to the next entitlement. Where the Employee has exhausted their sick leave entitlement, the Employer may grant sick leave without pay on production of a medical certificate.

Where the Employee is within 3 months of their next entitlement period, approval may be given to anticipate their next sick leave entitlement in special circumstances, provided that NZFSA may deduct from the Employee's final pay any anticipated sick leave taken.

The Employer may decide that sick leave on pay of any special nature shall not be included in the aggregate of sick leave taken; but such leave will be noted on the Employee's leave record.

Where an Employee has been allowed to take annual leave but becomes sick or is injured before the holiday begins the Employer will allow the Employee to use sick leave in place of the annual leave for the period of sickness or injury.

If an Employee or a dependant of the Employee becomes ill or is injured while on annual leave then the Employer may allow, what would otherwise be taken as annual leave, as sick leave.

3.4.1 Medical Certificate

Where absence on sick leave, whether with or without pay, extends beyond one working week or sickness falls either side of off duty days/weekends, an Employee may be required to produce to their Manager a medical certificate stating the probable period of absence.

Where an Employee absent on sick leave is suspected of being absent from duty without sufficient cause, the Employee may be directed to submit to a medical examination by a registered medical practitioner. The Employer may issue the direction for the examination, nominate the medical officer and, if warranted, approve a refund of expenses incurred by an Employee in complying with this provision.

3.5 Bereavement/Tangihanga Leave

The Employee shall be granted paid bereavement/tangihanga leave, at relevant daily pay, to discharge their obligations and/or pay their respects to a deceased person with whom they have had a close association. Such obligations may exist because of blood or family ties, or because of particular cultural requirements. Additional time needed for travel will also be considered. This entitlement is inclusive of, and not in addition to, the provisions of the *Holidays Act 2003*.

In each 12 month period, the Employer will allow the Employee to take:

- 3.5.1 Three days bereavement leave on the death of either the Employee's spouse (including partner), parent, child, brother, sister, grandparent, grandchild or spouse's parent.
- 3.5.2 One day's bereavement leave for the death of any other person if the Employer accepts that the Employee has suffered a bereavement as a result of the death. The Employer will take into consideration the closeness of the association between the Employee and the

deceased person and whether the Employee has to take significant responsibility (including cultural responsibilities) for arrangements related to the death of the deceased person.

3.5.3 One day's bereavement leave to attend an unveiling.

If a bereavement occurs while an employee is on special leave on pay such as annual leave, sick leave, long service leave (except where this is taken on termination of duty), then such leave may be interrupted and bereavement leave granted.

Where an Employee has been allowed to take annual leave but suffers a bereavement before the holiday begins the Employer will allow the Employee to use bereavement leave in place of the annual leave for the period of bereavement.

3.6 Parental Leave

Parental leave shall be granted in accordance with the *Parental Leave and Employment Protection Act 1987*.

If the Employee has been granted parental leave without pay, on their return to work the Employee may apply for an ex gratia payment in accordance with NZFSA standard procedures.

3.7 Long Service Leave

The Employee shall be granted, once only, two weeks long service leave on the completion of 10 year's continuous service and one week long service leave on the completion of every 5 years' continuous service thereafter. Long service leave shall be taken as one period of two weeks leave for the first entitlement and then one weeks leave thereafter and must be taken within five years of qualification.

Long service leave will not accumulate from one qualifying period to another and will be taken before the next entitlement falls due or be forfeited.

A part time Employee shall receive a pro rata reduction of pay, but not to

time, during long service leave.

An Employee who is dismissed, will forfeit any untaken long service leave to which the Employee may be entitled.

3.8 Special Leave

An employee may apply for leave without pay and the employer will make reasonable efforts to accommodate such requests. Each application will be considered according to its merits with a decision made taking account of the circumstances of the individual as made known to the employer and the operational needs of the employer. All annual leave will be expected to be taken prior to the commencement of extended special leave without pay.

Approved special leave without pay for periods in excess of one month will be regarded as extended special leave and the following will apply:

- for extended special leave without pay of more than one month and up to three months, the position will be held open and service will be interrupted but not broken;
- for extended special leave without pay of more than three months and up to 12 (or 15) months the employee is not guaranteed placement in either the same job or a new job at the end of the period of leave. If a suitable position is found, their service will then be treated as interrupted not broken. The employee will be given preference for a period of 3 months for appointment to that vacancy. If no job is found before the end of the preference period the employment will terminate. The last day of service will be recognised as the original date that the extended leave commenced.

3.9 Crediting of Previous Service

The employer will recognise prior service with other departments of the Public Service (as specified in the First Schedule of the State Sector Act 1988), and with any Crown Entity (excluding District Health Boards and the education Service) as defined in the State Sector Act 1988 (e.g. School Boards of Trustees and Tertiary Education Institutions) since 13 May 2003 for the

purpose of calculating continuous service for leave entitlements.

- Leave for which continuous service is recognised includes annual leave, long service, sick, domestic and parental leave.
- Continuous service recognised as a result of the coming into effect of the 2008 public service common leave provisions will not be recognised prior to 13 May 2003.
- Where continuous service was already recognised for a particular entitlement prior to the introduction of the 2008 Public Service common leave provisions that service will continue to be recognised for that purpose.
- Continuous service after 13 May 2003 will be deemed to be broken after 15 months break in service. Otherwise continuous service will be deemed interrupted but not broken.
- Continuous service after 13 May 2003 will be deemed to be broken where redundancy has been paid out for a prior service, except for sick leave purposes where:
 - (a) Employees will have 46 days sick leave from the date of appointment until a further 5 years of service;
 - (b) In addition those employees who had more than 20 years service when paid redundancy will have 9 days sick leave credited for every completed year above 20 up to a maximum of 30 years.
- Continuous service after 13 May 2003 will be interrupted but not broken if the break in service was for childcare, so long as that break in service was not more than four years;
- For the purposes of recognising service the employee will be required to provide evidence of prior service. The employer will maintain a record of this prior service for the purpose of calculating leave entitlements.

Where an employee has part time service this will be pro-rated for the purpose of calculating retiring and cessation leave.

Other service may be recognised by the Chief Executive if this is considered essential for recruitment to a specific position.

3.10 Voluntary Service

Leave of absence may be granted to employees to undertake military training in accordance with the Volunteers Employment Protection Act 1973 up to 12 weeks leave shall be granted for initial training, then up to four weeks a year thereafter. Employees will refund the lesser amount of either salary or military pay. Additional leave without pay of up to 12 months will be made available to employees undertaking peacekeeping duties.

3.11 Study Leave

An employee may be granted leave to undertake a programme of study as agreed with the employer. Support for study leave may include paid or unpaid leave for attendance at lectures, tutorials, workshops, and attendance and preparation for examinations or assessments; contribution to course fees; or use of work facilities.

The employer, in consultation with the employee, in determining the support for study, will take into account:

- the time commitment required and the workload of the employee;
- programme requirements such as attendance at lectures or workshops, residential modules, on-the-job or practical experience, examinations and assessments;
- additional support available such as use of work facilities and technology;
- the impact of the leave on the work of the organisation and on the workload of the employee and others;
- affordability of providing the support to the employee.

4 Remuneration and Benefits

Principles

- NZFSA aims to be fair and equitable and uses external benchmarking to achieve this. Remuneration is also subject to hours of work and individual performance.

Remuneration at the time of signing this Agreement is \$[Dollar value] per annum. The Employee's position falls within NZFSA Salary Band[s] [Band Number/s] which attracts a salary range of [\$Entry salary - \$Maximum].

Employees other than fulltime (on the basis of an 80-hour fortnight) shall receive this remuneration on a pro rata basis.

[OPTIONAL

Include additional allowances or payments as agreed with the relevant business Assistant Director. They should be listed here subject to advice from NZFSA HR on the words].

Remuneration will be paid fortnightly into a bank account of the Employee's choice.

The Employer shall be entitled to make a deduction from the Employee's salary pursuant to the Wages Protection Act 1983, or at the Employee's written request.

4.1 Review of Remuneration and Performance

Review of remuneration within the salary band and performance shall be undertaken annually in line with NZFSA's policy. The date of review and the process of review will be in accordance with NZFSA's standard procedures.

5 Expenses

The Employee is entitled to reimbursement of business expenses incurred during the Employee's period of employment, on an actual and reasonable basis, in accordance with NZFSA or relevant business policy.

5.1 Wellness Programme

In order to improve the health, fitness and general well being of our employees, after completion of one year of service with NZFSA, you will be entitled to be **reimbursed** to a maximum of \$200 (GST inclusive) for a health, fitness or welfare initiative of your choice from the options outlined below:

- A full comprehensive medical check up with all relevant checks
- Gym or sports club membership or swimming pool entry for the year
- A programme of massages or chiropractor, naturopath or acupuncture appointments
- Aerobics, fitness or yoga classes
- A contribution to weight reduction or smoking cessation programme
- A contribution to a medical insurance payment

Claims will only be considered from the options above and will be reimbursed on the production of a receipt or suitable proof of payment.

6 Cessation of Employment

Principles

- When the relationship ends there needs to be clarity and certainty for both parties, about the process that will occur.

This Agreement may, subject to 6.1, 6.2, 6.3 and 6.5 below, be terminated by either party by giving to the other party one month's notice of termination in writing.

6.1 Termination by the Employer for Cause

Cause exists for the Employer to terminate this Agreement in the following circumstances:

- 6.1.1 Inadequate performance determined in accordance with the current NZFSA performance management system as may be in force and communicated to the Employee from time to time;
- 6.1.2 As the outcome of a formal disciplinary process in accordance with NZFSA procedures or as a result of misconduct determined in accordance with such guidelines for expected conduct of NZFSA Employees, and procedures for addressing misconduct, as may be in force and communicated to the Employee from time to time;
- 6.1.3 Subject to 6.3 below, disestablishment of the Employee's position resulting from a restructuring of NZFSA;
- 6.1.4 Where the Employee is rendered incapable of proper performance of duties under this Agreement as a result of mental or physical illness or disability. Provided that before taking any action under this sub-clause the Employer shall require the Employee to undergo a medical examination by a registered medical practitioner and shall take into account any reports or recommendations made available as a result of that examination, and any other relevant medical reports or recommendations which might be received, or which may be tendered by or on behalf of the Employee.

6.2 Misconduct

6.2.1 Serious Misconduct

Where misconduct by the Employee is of a serious nature the Employee may be dismissed with less than one month's notice or without notice. What constitutes misconduct, and the procedures for dealing with such misconduct, shall be determined in accordance with the Employer's guidelines as may be in force and communicated to the Employee from time to time.

6.2.2 Suspension

If, in the opinion of the Employer, cause exists for formal disciplinary action in terms of the guidelines for conduct of NZFSA Employees then, by way of written notice, the Employer may suspend the Employee, on full salary for such a period and upon such other conditions as the Employer sees fit, pending a decision by the Employer as to whether or not formal disciplinary action shall be taken in accordance with the appropriate NZFSA disciplinary procedures.

6.3 Disestablishment of Position upon Restructuring

Where the Employer's functions, organisation or responsibilities are restructured such that the Employee's position ceases to exist, or where the duties, functions or responsibilities of the position are significantly altered, the following provisions shall apply:

6.3.1 NZFSA will consult with the Employee and apply restructuring options, as generally apply within NZFSA to resolve the restructuring;

6.3.2 The Employee shall take all reasonable steps to obtain alternative employment within and outside NZFSA, prior to any redundancy taking effect. Reasonable steps shall include applying for vacancies in NZFSA that the Employee would be qualified to fill and for which it would be reasonable to expect the Employee to apply. Any offers of employment shall be notified to the Employer;

6.3.3 The Employer will offer reasonable assistance to the Employee to find alternative employment, both within and outside NZFSA, prior to any

redundancy taking effect;

6.3.4 The Employee will be given one month's notice of a redundancy;

6.3.5 The Employee will be eligible to receive a redundancy payment, as set out in clause 6.4.3 if, at the effective date of restructuring:

- i. the Employee has fulfilled his/her obligations under 6.3.2, and
- ii. there are no suitable options, as provided for in 6.3.2, to resolve the situation or the Employee has not received a reasonable offer of employment from within or outside NZFSA, and no such offers are likely to be received within a reasonable time, and either:
- iii. (a) there is not a vacant position within NZFSA in which it could be reasonably expected that the Employee could be employed, or
(b) there is such a vacant position (or positions) within NZFSA and the Employee has applied for that position or positions and the Employee has not been offered the position or one of the positions.

6.4 Redundancy

6.4.1 Redundancy will only be paid by NZFSA as a last resort option.

6.4.2 Redundancy will not be payable if NZFSA transfers its obligations to another Employer and the Employee is offered a suitable alternative position by that Employer with the Employee's service with NZFSA being treated as continuous, and the Employee's terms and conditions are similar or no less favourable.

6.4.3 Where the Employee is entitled to redundancy in accordance with clause 6.3.5 the Employee will receive payment of:

- (i) if the Employee has less than 12 months continuous service with the Employer, at the effective date of redundancy, the Employee will be eligible for one months pay in lieu of notice.
- (ii) Employees with 12 months or more continuous service with the Employer will receive:

8% of total ordinary pay for the preceding 12 months; and

4% of total ordinary pay for the preceding 12 months multiplied by the number of years of continuous service minus one, up to a maximum of 19; and

.333% of total ordinary pay for the preceding 12 months multiplied by the number of completed months in addition to completed years of continuous service, provided total service is less than 20 years.

(iii) In addition to the provisions set out in clause 6.4.3 (ii), the Employee will be eligible for the following percentage payment based on total ordinary pay for the preceding 12 months:

10% where service is between 1 and 3 years, or

20% where service is between 3 and 5 years; or

29.165% where service is 5 years or more.

Provided that the total amount payable under 6.4.3 above, including severance and any payment agreed in lieu of notice, does not exceed \$55,000.

6.4.4 Any payment received pursuant to 6.4.3 is acknowledged by the Employee as constituting full and final settlement of all claims the Employee has, or may have, against the Crown in respect of the disestablishment of the Employee's position pursuant to 6.1.3 and 6.3 of this Agreement.

6.5 Abandonment of Employment

In the event that the Employee is absent from work for a continuous period exceeding three working days without the prior consent of the Employer or without notification to the Employer, the Employee shall be deemed to have terminated their employment.

Termination shall be subject to the Employer having attempted to contact the Employee during the period of absence, to ascertain the reason for the absence.

7 Retirement Date and Conditions

The normal retiring age for Employees is the age at which they become eligible for National Superannuation under the provisions of the *Social Welfare (Transitional Provisions) Act 1990*.

No compensation, payment or allowance shall be payable by the Employer on account of the Employee's retirement.

8 General Provisions

8.1 Safety and Health

The Employee and the Employer are committed to the safe operation of all plant and equipment on site, to safe working conditions and to the good health of all Employees in accordance with the *Health and Safety in Employment Act 1992*. The Employee agrees to use provided safety equipment and follow required safety procedures, and to immediately advise the Employer of any damage to or loss of equipment and/or any work-related injury or accident.

8.2 Government Superannuation

The Employee shall be automatically enrolled in KiwiSaver unless already a member or ineligible to join. If the Employee is already a member of KiwiSaver contributions to the scheme shall continue to be made pursuant to the KiwiSaver Act 2007. The Employee shall be eligible for an employer subsidy, starting at 1% of gross pay effective 1 April 2008 and rising 1% each year to 4% in 2011.

If the Employee is a member of the State Sector Retirement Savings Scheme or Government Superannuation Fund, the provision of any employer's contribution shall be subject to the NZ Government's "no double dipping" rules.

8.3 Personal Grievances and Disputes

An employment relationship problem is any problem relating to or arising out of the employment relationship between the Employer and Employee. This includes a formal personal grievance or dispute but does not include matters concerned with the negotiation of an employment agreement.

Resolving Employment Problems

- The Employee should clarify what the problem is and make sure there really is a problem. This includes checking the facts and making sure something has not been assumed or misunderstood;
- The Employee should discuss the problem first with the Manager. If the issue is harassment and it is inappropriate for it to be raised with the Manager, the Manager's Manager, Business Director, HR Adviser or General Manager Human Resources should be approached;
- At any stage of the process the Employee has a right to representation, including whanau support;
- The Department of Labour Mediation Service may assist by providing information about rights and obligations and may also suggest a meeting with NZFSA, or anything else that they think might help;
- NZFSA will discuss and investigate the problem as appropriate;
- If the employment problem continues to be unresolved then the Employee and NZFSA can use the mediation process that is offered by Mediation Service.

Personal Grievances

- A Personal Grievance means a formal grievance relating to:
 - Unjustifiable dismissal;
 - Unjustifiable disadvantage;
 - Discrimination;
 - Sexual or Racial Harassment;
 - Duress in relation to membership or non membership of a union or employee organisation.
- A personal grievance must be raised (by writing to the Manager Human Resources) within 90 days of the grievance occurring or the date the Employee became aware of it.

- When a personal grievance is raised with NZFSA, the Employee must state what the grievance is and what should be done about it.

Disputes

- A dispute means a disagreement with the way in which this employment agreement has been applied or interpreted.

Formal Processes

Mediation

With formal mediation it is up to the Employee and NZFSA to reach an agreement on the outcome. The mediator facilitates the process. However the Employee and NZFSA can agree at the start of the mediation for the mediator to decide on the outcome. If the Employee and NZFSA agree to this then the mediator's decision is final and cannot be appealed.

Employment Relations Authority

If agreement is not reached at mediation then the Employee or NZFSA can take the problem to the Employment Relations Authority. If the problem is about a strike or lockout or injunction then the Employee can take the issue to the Employment Court.

The Employment Relations Authority looks at the whole situation rather than the technicalities of a case. It may look into anything it thinks is relevant to the case. It may also send the parties back to mediation if it thinks that the parties have not gone through that process properly.

Employment Court

If the Employment Relations Authority arrives at a decision that the Employee or NZFSA do not agree with this can be appealed to the Employment Court. Appeals must be made within 28 days of the Authority making its decision.

8.4 Completeness

This Agreement, together with Schedule(s) A **[and B]**, constitute a full and entire Agreement between the Employer and the Employee, and supersede all previous Agreements, with respect to the matters it contains.

This Agreement shall be construed and take effect in accordance with the

laws of New Zealand.

8.5 Amendments

No amendment to this Agreement shall be effective unless it has been made in writing, is signed by both parties and is appended to this Agreement.

8.6 Confidentiality

As part of normal duties the Employee will obtain, or have access to, confidential information concerning the Employer or clients of the Employer. Under no circumstances is any use to be made of this information except for purposes directly related to further the business objectives of the Employer, as provided within the terms of the Employee's delegated authority

8.7 Intellectual Property

All work produced by the Employee in the performance of his/her duties under this Agreement shall be the property of the Crown and the Crown shall be entitled to any intellectual property, copyright or merchandising rights in or arising from such work.

8.8 Other Employment and Conflicts of Interest

The Employee shall not, for the duration of this Agreement set them self up or engage in private business or undertake other employment in direct or indirect competition with the Employer using knowledge or material gained during the course of employment with the Employer. However the Employee may undertake other employment so long as such employment is in the Employee's own time, does not conflict with the Employer's business and has the prior written approval of the Employer.

8.9 Independent Advice

I understand the terms and conditions of this Individual Employment Agreement and I have been given the opportunity to seek independent advice

about this Agreement before signing.

Signed by the said **[Name of Employee]**

In presence of **[Name of Witness]**

Occupation:

Address:

Signed for and on behalf of the Chief Executive Officer, New Zealand Food Safety Authority by **[Name, Position Title of Employer with delegation to sign an IEA]**

In the presence of **[Name of Witness]**

Occupation:

Address:

Schedule A

POSITION DESCRIPTION

[OPTIONAL – Only include Schedule B if Section 2.0 of this Agreement refers to an Hours of Work Agreement otherwise delete]

Schedule B HOURS OF WORK AGREEMENT