INDIVIDUAL EMPLOYMENT AGREEMENT

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| **Stepping Stones Academy Limited** |  |
| **Employer** | **Employee** |

Specific terms

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| --- | --- |
| **ROLE** | ECE-Qualified Teacher |
| **COMMENCEMENT DATE** |  |
| **DUTIES** | See Schedule A. |
| **PLACE OF WORK** | You will work predominantly at **Rising Stars Lynfield Childcare Centre**. You will be assigned a room to teach, however you may be required to work in different rooms from time to time, in accordance with our staffing needs. Further, you may, from time to time, be required to work in another of our Daycare due to our staffing requirements, or for any other reason. |
| **HOURS OF WORK** | Your ordinary hours of work shall be between **7.00am and 6.00pm, Monday to Friday,** set by weekly roster. You are guaranteed 30 hours of work per week. Rest and meal breaks will be provided in accordance with the Employment Relations Act 2000. |
| **NOTICE PERIOD** | The notice period which applies is 4 weeks, except as set out in the trial period clause |
| **REMUNERATION** | Your hourly wage rate will be **$** (gross) |

Please sign this agreement below to confirm that:

* you have read, understood and agreed to its terms (including the attached Standard terms and all Schedules);
* you have been advised of your entitlement to take independent advice, and have been given a reasonable opportunity to do so before signing; and
* you have been honest and upfront with us, and have told us everything we need to know about you and your suitability for this role.

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| --- | --- | --- |
| **SIGNED** by  | ) |  |
|  | ) |
|  |  | Signature |
|  |  | Date |
|  |  |  |
| **SIGNED** for and on behalf of | ) |  |
| ) |  |
|  |  | Signature |
|  |  | Date |

Standard terms

# ROLE

## Your role description is attached as Schedule A.

## We may make reasonable changes to your role description in consultation with you. Given the nature of the business, you may have to assist with other tasks and be flexible and adaptable to change.

# TERM

## Your employment will continue until terminated in accordance with this agreement.

# YOUR RESPONSIBILITIES

## You will:

### do your job diligently and to the best of your ability;

### work collaboratively with our employees, clients, contractors and stakeholders;

### always look for ways to improve our business, reputation and relationships (including outside work hours);

### comply with our instructions and any applicable rules, policies and procedures;

### be open and honest, and advise us of issues on a 'no surprises' basis;

### take reasonable care for your own health and safety, and take reasonable care that your acts or omissions do not adversely affect the health and safety of others; and

### comply with any reasonable instruction and cooperate with any reasonable notified policy or procedure relating to health and safety at the workplace.

# our responsibilities

## We will:

### deal with you fairly and reasonably;

### aim at all times to operate a healthy and safe working environment; and

### notify you of any policies that apply to you.

# Hours

## Your ordinary hours of work are set out in the 'Specific terms'. We may make reasonable changes to your hours of work, following consultation with you.

## You may request that you work beyond your guaranteed hours at times, including weekends, to fulfil your duties.

## Overtime clause: Where we have expressly approved you working overtime you will be entitled to be paid your hourly wage.

# REMUNERATION, BENEFITS and conditions

## Your remuneration will be paid fortnightly by direct credit into your nominated bank account. We may make reasonable changes to your pay cycle following consultation with you.

## We will review your remuneration annually, around the time of your performance review. Any increase to your remuneration is at our discretion.

6.3 KiwiSaver**:** Your remuneration and any benefits represent a total remuneration package, meaning that if you elect to join KiwiSaver, your total remuneration will be treated as inclusive of any KiwiSaver contributions we are required to make. The amount of KiwiSaver contributions we make to your KiwiSaver account will be at the relevant prescribed rate, which is currently 3% of your "salary or wages" (as defined in the KiwiSaver Act 2006). All KiwiSaver contributions (both employer and employee contributions) will therefore be deducted from your total remuneration in accordance with this amount and paid directly to the Inland Revenue Department on your behalf. If you do not elect to join KiwiSaver, no KiwiSaver contributions will be deducted from your total remuneration.

# TRIAL PERIOD

## You and us agree that your employment is subject to a trial period of 90 days duration and that:

### The trial period will commence on the day you start work; and that during the trial period we may:

#### Terminate your employment for any reason on one week’s notice; or

#### Pay you in lieu of working out the notice period; or

#### Give notice of termination to take effect following the expiry of the trial period; and that

### If we do so, you are not entitled to bring a personal grievance or any other legal proceedings in respect of the termination of your employment.

### During the trial period, no provision in this agreement or any policy regarding our obligations (including any process requirements) in relation to performance, conduct, training or any other matter relating to your employment will apply.

7.2 Notwithstanding any contrary provision in this clause or elsewhere in this agreement, we retain the right to terminate your employment without notice for serious misconduct at any time, either during the trial period or during the term of this agreement.

# expenseS

## You will be reimbursed for any actual and reasonable expenses incurred by you in the course of your employment, if these have been authorised and are claimed in accordance with our policy.

# FEES AND PROFESSIONAL DEVELOPMENT

## We may, at our absolute discretion, pay for your teaching registration and renewal fees and for you to attend professional development and/or first aid courses.

9.2. In the event that we pay for fees and/or attendance at courses specified in clause 9.1 above, you will be required to repay these amounts in full if your employment is terminated within 12 months of payment of such fees or attendance at such course, as applicable. You acknowledge the deductions clause of this agreement will apply to such re payment.

# deductions

## We may deduct from your pay (including final pay and holiday pay) any money you owe to us (including any overpayment). We will consult you prior to making any deduction.

# HOLIDAYS and leave

## **Holidays Act 2003**

## You are entitled to holidays and leave in accordance with the Holidays Act 2003. The following provisions summarise some of your entitlements.

## We are happy to answer any questions you might have about your entitlements. For more information you can contact the Ministry of Business, Innovation and Employment on its Employment Relations Infoline, 0800 20 90 20, or you may want to visit the Ministry's employment relations website, <http://employment.govt.nz>. If you are a union member you may also want to contact your union.

## **Annual holidays**

## After each 12 months’ continuous employment you are entitled to four weeks’ annual holidays.

## You will be paid for annual holidays when you take your holiday, in accordance with your normal pay cycle.

## Due to the nature of our business, workflows decrease over the Christmas period. You will generally be expected to discontinue work on at least **3 days** at this time and to ensure that you save enough annual holidays to cover that period. If you do not have enough annual holidays accrued, we may allow you to take annual holidays in advance, or direct you to take leave without pay.

## **When annual holidays should be taken**

## Annual holidays are to be taken at a time that is agreed by you and us. For planning purposes, we generally need at least 14 days' notice in writing of any annual holidays you would like to take.

## **Public holidays**

## You are entitled to the normal (11) public holidays, and will generally not be expected to work those days. When you take a public holiday, you will be paid in the normal way.

## If you work a public holiday, we will pay you one and a half times what you would normally have been paid for the time worked. In addition, if that day would otherwise have been a working day for you, or if we agree, you will also be entitled to an alternative holiday on pay. Note that any work on a public holiday must be required or approved in advance and in writing, otherwise the benefits in this clause will not apply.

## **Sick leave**

## After six months’ continuous employment you are entitled to five days' sick leave per year. This may be taken when you are unable to work because:

### you are sick or injured;

### your spouse or partner is sick or injured; or

### one of your dependants is sick or injured.

## Your sick leave will accumulate from year to year, but your maximum entitlement at any given time will not exceed 20 days.

## **Medical certificates**

## We may require you to provide a medical certificate if you take sick leave and:

### you or your spouse, partner or dependant has been sick or injured for three or more consecutive days (at your cost);

### you have used up your sick leave entitlement or have taken more than the minimum entitlement of five days' sick leave provided for by the Holidays Act 2003 (at your cost); or

### we otherwise want you to provide us with a medical certificate to support your sick leave (at our cost).

## Where we have concerns about your fitness for work, we may request that you consult one or more health professionals nominated or approved by us, at our cost, to provide advice to you and to us about your health and fitness for work, and about ways of managing your illness or injury while at work. We may make this a condition of you remaining at work or returning to work from sick leave.

## **Bereavement leave**

## After six months’ continuous employment you are entitled to:

### three days’ bereavement leave upon the death of your spouse, partner, parent, child, brother, sister, grandparent, grandchild, or spouse’s or partner's parent; and

### one day’s bereavement leave on any other occasion that we agree is a bereavement (we will take into account the closeness of your association with the deceased and any responsibilities you have in relation to the death or funeral).

## **Family Violence Leave**

## You are entitled to family violence leave (up to 10 days' per annum after 6 months' continuous employment) and to request a short term (2 months or less) variation of your working arrangements to assist you to deal with the effects of family violence.

## **Other leave**

## We may grant you additional or other leave (eg extended sick or bereavement leave) where we consider that to be appropriate. This leave may be paid or unpaid, and conditions may apply.

## If you need to take sick leave or will otherwise be away from work, you must telephone your manager (or whoever they nominate) as soon as possible before you are due to start work.

# TERMINATION

## **Termination by us**

## We will treat you fairly and reasonably in reaching any decision to terminate your employment. In particular, we will give you a reasonable opportunity to comment on any proposal or concerns we have that may lead to the termination of your employment. You are welcome to involve a representative or support person in the process.

## **Termination by either party on notice**

## Either party may terminate this agreement on notice. The notice period specified in the 'Specific terms' applies to all terminations on notice, unless we agree otherwise and provided that in case of termination by us, we have sufficient reason for doing so.

## Where you do not give the requisite notice, we may deduct the equivalent remuneration from any payment due to you or otherwise recover this amount from you.

## We may pay you in lieu of working out all or part of your notice period. Where we consider it necessary to protect our interests, we may also require that you undertake limited or different duties or that you go on ‘garden leave’ for all or any part of any notice period. During any period of garden leave we may require you to stay away from the workplace, and to not undertake any work or communicate with our clients or employees. We may also require you to:

### attend the workplace for specified periods;

### undertake specified tasks; or

### provide us with information or assistance as we consider appropriate.

## **Serious misconduct**

## We may dismiss you without notice for serious misconduct. Generally this will involve issues of trust, or conduct that has or may have had a serious impact on the business, including conduct that puts at risk our confidential information, intellectual property or business relationships.

## **Suspension**

## If we decide to investigate a matter involving possible serious misconduct, we may, after consulting you, suspend you until we decide what action to take. Normally, any suspension will be on full pay. However, in special circumstances (such as a criminal investigation which prolongs the investigation process, or a failure or inability by you to cooperate with our reasonable requirements) we may, again after consulting you, suspend you without pay.

## **Abandonment**

## If you are absent for three consecutive working days without authorisation and without contacting us, you will be deemed to have terminated your employment without notice. We will try to contact you first.

## **Redundancy**

## If we decide to disestablish your role, your employment may be terminated on notice for redundancy.

## We will consult you prior to deciding whether or not to disestablish your role. If your role is disestablished, we will consider whether there are any suitable alternatives to redundancy.

## We will not pay you redundancy compensation.

## **Transfer of business - employee protection provision**

## If we enter into negotiations for the sale, transfer or contracting out of all or part of our business (as those terms are used in section 69OI of the Employment Relations Act 2000), and if that would result in your role being made redundant, we will ask the person acquiring the business whether they wish to offer you employment and, if so, whether this would be on the same terms and conditions and/or whether your employment would be treated as continuous. If the person acquiring the business does not wish initially to offer employment on this basis, we will request the reasons for that and will consider whether to continue negotiations about your employment. Ultimately, the decision rests with the person acquiring the business.

## If the person acquiring the business wants to offer employment to you, we will try to ensure that the offer and details of the transfer process are communicated to you so that you have a reasonable period of time to consider them.

## If the person acquiring the business does not offer to employ you, or if you do not want to accept an offer from that person, we will meet with you as soon as practicable to discuss your entitlements under this agreement, your possible redeployment options, the next steps in terms of process, and any other matters that you or we wish to raise.

## The above clause will not apply to you if you provide cleaning, food catering or other services for the purposes of Schedule 1A of the Employment Relations Act 2000. In that event, your entitlements are governed by that Act, and you will be informed about them at the appropriate time.

## **Termination for incapacity**

## We may terminate your employment on notice if, as a result of a mental or physical illness, injury or condition, you are unable to fully carry out your duties for an extended period, or termination is otherwise reasonable in the circumstances. Without limiting this clause, we may consider termination if you are unable to fully carry out your duties for a continuous period of four weeks or for periods totalling six weeks in any 12 month period.

## Before terminating your employment for this reason, we may request that you consult or be examined by one or more health professionals in accordance with the earlier "Medical certificates" provision in this agreement.

## **Termination for other reasons**

## We may terminate your employment on notice for other reasons, including (but not limited to) poor performance, misconduct, conflict of interest, a breakdown in trust and confidence, or incompatibility (ie a breakdown in one or more of your important working relationships).

# Force majeure

## Neither party will be liable to the other for any failure to perform the party's obligations under this agreement by reason of circumstances beyond the party's reasonable control, including (but not limited to) natural disaster, health epidemic or pandemic, governmental actions or war ("force majeure event").

## Without limiting this clause, you acknowledge that we will not be required to provide you with work or pay your remuneration, and you will not be required to work, where work is not available for you or you are unable to work due to a force majeure event.

## In the event of a pandemic, epidemic or other local outbreak of an infectious disease or illness, work may not be available for you for health and safety reasons if you are unable or unwilling (for whatever reason) to be vaccinated against the disease or illness that has caused the pandemic, epidemic or outbreak and where we reasonably believe that you not being vaccinated or receiving treatment puts our employees and the children in our care at risk.

# PROPERTY

## **Confidential information**

## You will not, except in the proper course of your employment, directly or indirectly use or disclose to any person or entity any confidential information belonging or relating to us. You will also take all reasonable steps to prevent the improper use or disclosure of any confidential information.

## For the purposes of this agreement, **confidential information** includes, but is not limited to:

### any information, data or footage not known generally outside our business that relates to any of our business affairs, finances, trade secrets, intellectual property, employees, contractors or customers/clients, whether that information is held in hard copy, electronically or otherwise;

### and sales techniques, pricing, advertising, accounting systems, operation systems, policies, procedures, systems, compilations of information, records, specifications and materials, specially scripted and specially developed course materials, operating procedures, methods and techniques for cost controls, record keeping, reporting, personnel management, purchasing, sales promotion and advertising.

### the terms of this agreement.

## **Intellectual property**

## Any intellectual property (including any copyright work) created during the course of your employment will be our sole property, from the time that the intellectual property is created.

## You waive all moral rights in any copyright work covered by this clause.

## Upon request, and at our cost, you will do anything that we request to vest these intellectual property rights in us. If you fail to comply with a request within the timeframe specified by us, you hereby appoint us as your attorney to execute any documents on your behalf.

## **Return of property**

## Immediately upon request or termination of this agreement (whether or not you dispute the request or termination) you will deliver to us any property or material that is in your possession or control, and that belongs to or concerns us, our business, employees, contractors, clients or stakeholders. This includes any equipment we supply to you, any keys, electronic information, data or footage and the copies or originals of any documents (electronic or hard copy) that are related to us or that contain any confidential information or intellectual property.

## If you fail to return our property as required, or if the property is not returned in a satisfactory condition, we may:

### take legal steps to recover our property from you;

### deduct the replacement cost or current value of the property from any amount owing to you;

### recover the replacement cost or current value of the property from you; and

### require you to pay us any costs that we incur enforcing our rights under this clause.

**Survival**

## These property provisions will continue to apply after termination of this agreement.

# CONFLICT OF INTEREST

## During the term of this agreement, you will not, on your own behalf, or for or with any other person or entity:

* + 1. be employed or engaged by;
		2. undertake work for; or
		3. be interested or involved in,

any entity, business or activity that competes with us, conflicts with our interests or affects your ability to fully meet the requirements of your role, without our prior written consent, which will not be unreasonably withheld.

## You will disclose to us any situation that may give rise to a conflict of interest as soon as you become aware of that possibility.

## These restrictions are necessary to allow us to have the opportunity to:

### assess the extent to which any other employment may impact on your ability to come to work sufficiently rested and ready to safely perform your duties; and

### protect our commercial interests and reputation, client relationships, confidential information and/or intellectual property, to the extent that these may be threatened by your involvement in the other business or activity.

# resolution of EMPLOYMENT RELATIONSHIP PROBLEMS

## We encourage you to raise any issue you have regarding your employment with your manager or, if this is not appropriate, with us directly. Similarly we will raise any issue we have directly with you. Both parties will try to resolve the issue promptly, fairly and discreetly.

## If the issue cannot be resolved internally, the parties can access the Employment Relations Service run by the Ministry of Business, Innovation and Employment. The Employment Relations Service provides general information about employment rights and obligations, as well as providing mediators to assist parties to resolve employment relationship problems.

## If either party believes that mediation is inappropriate, or if the employment relationship problem has not been resolved after using the Employment Relations Service, either party can apply to the Employment Relations Authority for assistance. This is a more formal step to take. The Authority’s role is to investigate the problem and to make a decision.

## You are entitled to have a support person or representative involved at any stage in the process.

## Any personal grievance should be in writing and must be raised with us within 90 days beginning with the date on which the action alleged to amount to the grievance occurred or you became aware of the grievance, whichever is later, otherwise you may not be able to pursue your grievance.

# complete agreement

## This agreement sets out the whole of the agreement between the parties. It replaces any previous agreements, arrangements or representations.

## This agreement may be varied by agreement between the parties. However, no variation or waiver will be effective unless it is in writing and signed by both parties.

Schedule A - Position description