[Date]

NAME

[Address]

Kia ora [Name]

**OFFER OF EMPLOYMENT**

We are pleased to confirm the terms of your employment with Organisation Name (ON)

Your terms of employment comprise the Tautoko Tāne Aotearoa Employment Policies (Employment Policies - copy enclosed) and the following additional terms. Where this letter, including its attachments, and the Employment Policies are different, the provisions contained in this letter will prevail.

Please note that you have the right to take independent advice prior to accepting this offer.

# EMPLOYMENT

You are appointed as **a [Role Definition Title]** and your expected contribution as an employee of ON is outlined in the attached Role Definition. Your capability to perform that role was outlined in your application for the position, which summarises the qualifications, capabilities and experience that you represented in applying for the role.

You will be expected to work diligently to complete the obligations and responsibilities of your role and to demonstrate behaviours that are consistent with the provisions of the Employment Policies and the Operating Principles as outlined in the Role Definition.

# TRIAL PERIOD [if applicable – letter must state if not applicable]

Your appointment is subject to a trial period, which is 90-days from the Effective Date of your employment and during this period we will monitor your performance and assess your suitability for the role. By commencing your employment, you agree to be bound by the provisions of the trial period.

During the trial period we may confirm your employment, negotiate changes to your employment arrangements or terminate your employment by providing two weeks notice of our intention to do so. We are not obligated to follow any procedural provisions outlined in the Employment Policy in relation to disciplinary, performance or termination. Nor are we obligated to provide any reasons for termination, and you are not entitled to bring a personal grievance or other legal proceedings in respect of the termination.

If your employment is terminated during the trial period, we may elect to pay you in lieu of notice or direct that during the notice period that you perform any or no duties, be excluded from our premises and/or contact with any of our business contacts. If you remain employed during the notice period, you are bound by the terms of this employment arrangement.

Nothing in this clause prevents us from terminating your employment without notice for serious misconduct.

# TERM & APPLICATION

Your appointment is for a [full-time/part-time] role for a total of [n] hours per week and is effective from the Effective Date shown below.

We may require you to record your hours of work and we may vary these hours of work after consultation with you.

During the term of your employment, we may require your participation in projects and/or assignments that do not fall within the scope of your Role Definition. It is expected that you will accept any such requirement provided the required participation is within your capability to perform, has the approval of your manager in terms of any impact on the achievement of your role outcomes and is not unreasonable in terms of the commitment expected.

# REMUNERATION

Your initial remuneration package is based on an annual salary for a fulltime role of [$amount].

Your total remuneration package for this role is made up as follows:

You will be paid an annual cash salary of $amount

KiwiSaver

We will pay a contribution to your nominated

KiwiSaver scheme calculated at 3% of your base salary $amount

Total Fixed Remuneration $amount

You agree that this remuneration is reasonable compensation to perform the requirements of the role as described in the attached Role Definition (including additional hours from time to time) and that no overtime is payable.

ON policy is that remuneration is normally reviewed annually with any adjustments based on market value for the role, qualifications and experience as assessed at the review date. We expect that review to take place prior to [Date] at which time we may adjust your remuneration depending on outcomes of our evaluation.

# DEDUCTIONS

(as applicable): You agree that ON will make the following deductions from your remuneration):

[Deduction Description] [frequency] $amount

You also agree that following consultation with you, ON is entitled to make deductions from your remuneration, including holiday pay, for any unreturned or damaged property of ON or any debts owing to ON or any overpayment of remuneration.

# LEAVE

Your leave entitlements are detailed in the Employment Policies.

# WELLBEING

# Supervision

It is a condition of your employment that you comply with Tautoko Tāne Aotearoa’s supervision policy and have a personal supervision arrangement in place within two months from the Effective Date of your appointment.

That arrangement will be evidenced by a supervision agreement in the form prescribed by Tautoko tāne Aotearoa.

For the initial year of your employment, you may also be required to work with a mentor in respect of the facilitation of any peer-group work. The appointment of an appropriate mentor will be facilitated by your manager.

# Wellbeing

It is also a condition of your employment that you complete a wellbeing plan within six months from the Effective date of your employment. This plan will be prepared in consultation with your manager and in a format agreed with your manager and will be reviewed with your manager on a regular basis.

As agreed with your manager, the wellbeing plan may include your personal performance development objectives, which will be monitored and amended as required in consultation with your manager.

# CONFLICT OF INTEREST

You agree that you have disclosed any existing or potential conflict of interest with the business of ON.

# CONFIDENTIALITY

The contents of this letter of appointment are regarded as confidential information as further defined in the Employment Policies and are considered to be confidential between you and ON.

# EFFECTIVE DATE

This employment arrangement will be effective from (Date) or such other date as mutually agreed and will be continued until terminated by either party.

# EMPLOYMENT POLICIES

You acknowledge that you are bound by the Employment Policies and other ON workplace policies and procedures, which must be complied with.

The Employer is entitled to introduce, amend or remove policies from time to time and will advise the Employee of these changes as necessary. Failure to comply with any policies or procedures may result in disciplinary action up to and including dismissal. If there are any inconsistencies between this agreement and any employment policy, the terms of this agreement will prevail.

# ACCEPTANCE

To accept this offer of employment, please sign a copy of this letter and the attached Role Definition and return these to me.

You will be contacted to complete any required people records and to provide the necessary Inland Revenue details and your nominated Kiwisaver account.

Ngā mihi

[SIGNATURE}

[Employer Name]

[Position Title]

On behalf of ON

**ACCEPTANCE**

**In accepting this offer of employment, you confirm that you have been provided with a copy of this letter, your role definition and the TTA Employment Policies that together comprise your employment agreement with TTA; and that you have been advised to seek independent advice about this agreement and have been given reasonable opportunity to do so.**

**I also confirm that I have received, read and understood the Tautoko Tāne Aotearoa Employment Policies and that I am fully aware of the policie that reference Termination of employment, Suspension, Abandonment, Employment Relationship problems, Disciplinary procedure, Confidentiality, Health & Safety, Leave, Conflict of interest, Privacy, Employment protection provision and the Code of Conduct.**

**You acknowledge that if you have not signed this offer of appointment by the Effective Date and you have not informed TTA of your reasons for not signing this offer of employment, the commencement of your employment will be deemed to be acceptance of this offer of employment.**

I, [Full Name], accept this offer of employment.

[Signature] [Date]