

EMPLOYMENT AGREEMENT COMPLIANCE CHECKLIST

Every employee **must** be given a written employment agreement and a signed copy kept on file.

This checklist applies to employees employed on individual employment agreements only – different requirements apply to collective agreements.

Compulsory clauses (required by law):

1. The names of the employee and employer.
2. A description of the work to be performed.
3. An indication of the place of work.
4. The agreed hours or an indication of the times the employee is to work.
5. Shift cancellation provisions if relevant to the employee's work.
6. Wages or salary to be paid and how it will be paid.
7. Holidays Act 2003 information, including payment for public holidays, annual leave, sick, bereavement and domestic violence leave entitlements.
8. Process for resolution of employment relationship problems.
9. An employment protection provision if the business is sold or contracted out.

Desirable clauses (best practice to include):

1. Confirmation that the employee is legally entitled to work in New Zealand.
2. Confirmation that the employee holds any qualifications, licenses or memberships required to perform their role.
3. Employee warranties clause – that information provided on application is correct, no known impediment to performing job.
4. Termination clause, including notice required, abandonment of employment.
5. Medical termination clause.
6. Redundancy clause. If no redundancy compensation payable, this should be specifically stated.
7. Health and safety clause.
8. Deductions clause.
9. Confidentiality clause.
10. Variation clause – any variation to be signed by both parties.
11. Completeness / entire agreement clause.
12. Acknowledgement that the employee understands the agreement and has had opportunity to seek advice.

Optional clauses:

1. Drug testing.
2. Trial or probationary period.
3. Valid driver's license.
4. Parental leave (if more generous than statutory minimum).
5. Jury Service (if more generous than statutory minimum).
6. Restraint of trade / non solicitation clause if appropriate for particular employees.
7. Enhancement of ACC compensation in case of workplace injury (if paid).
8. Intellectual property rights – covering work developed by employee during employment.