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Sample Cadetship Employment Agreement

Individual Employment Agreement between an Employer and an Employee

1 The Parties

1.1 Individual Employment Agreement

The parties to this employment agreement are:

1. **Company Name**, the "Employer"; and
2. **Cadet Name**, the "Employee".

2 The Position and the Duties

2.1 Position

The Employee is being employed as **Job Cadet**.

2.2 Duties as set out in the job description¹

The Employee shall perform the duties set out in the Job Description attached to this agreement.

2.3 Performance Objectives

The Employer shall, in consultation with the Employee, set the Employee objectives at least on an annual basis. These objectives shall be taken into account by the Employer when assessing the Employee's performance.

2.4 Performance reviews

The Employer shall conduct a performance review of the Employee on at least an annual basis. This review shall be taken into account in any salary reviews.

3 Trial Period²

- 3.1 The Employee and Employer agree that the Employee's employment is subject to a trial period of 90 days duration and the trial period will commence on the day the Employee starts work.
- 3.2 During the trial period the Employer may dismiss the Employee or give notice of dismissal; and, if the Employer does so, the Employee is not entitled to bring a personal grievance or other legal proceedings in respect of the dismissal.

¹A FAN Job Description template is available online.

²A Trial Period may only be used if there are 19 or fewer employees currently employed within your organisation, otherwise a probationary period clause may be used. More information <https://www.employment.govt.nz/starting-employment/trial-and-probationary-periods/>



- 3.3 Notwithstanding any other provision of this agreement, during the trial period either party may terminate this agreement by giving one week's notice of termination to the other party. The Employer may pay the Employee wages or salary instead of the Employee being required to work during the notice period.
- 3.4 Nothing in this clause shall prevent the Employer from dismissing the Employee for serious misconduct during the trial period, by giving notice to the Employee that their employment will terminate with immediate effect.
- 3.5 The parties expressly agree that, during the trial period, the Employer is not required to follow any particular process relating to managing the Employee's performance, conduct, training or any other matter relating to the Employee's employment, whether set out in this employment agreement, in any Employer policies, or in any other document.

4 Nature and Term of the Agreement

4.1 Individual Agreement of Ongoing and Indefinite Duration

This Employment Agreement is an individual employment agreement entered into under the Employment Relations Act 2000. The employment shall commence on **Date** and shall continue until either party terminates the agreement in accordance with the terms of this agreement. The clauses in this agreement may be varied or updated by agreement between the parties at any time.

5 Obligations of the Relationship

5.1 Obligations of the Employer

The Employer shall:

- (i) Act as a good Employer in all dealings with the Employee
- (ii) Deal with the Employee and any representative of the Employee in good faith in all aspects of the employment relationship, and
- (iii) Take all practicable steps to provide the Employee with a safe and healthy work environment.

5.2 Obligations of the Employee

The Employee shall:

- (i) Comply with all reasonable and lawful instructions provided to them by the Employer
- (ii) Perform their duties with all reasonable skill and diligence
- (iii) Conduct their duties in the best interests of the Employer and the employment relationship
- (iv) Deal with the Employer in good faith in all aspects of the employment relationship
- (v) Comply with all policies and procedures (including any Codes of Conduct) implemented by the Employer from time to time, and
- (vi) Take all practicable steps to perform the job in a way that is safe and healthy for themselves and their fellow employees.

6 The Place of Work

6.1 Flexible Location



The parties agree that the Employee shall perform their duties at **Address where employee will mainly be working from**, and at any other reasonable location to which they may be directed from time to time by the Employer.

7 Hours of Work

7.1 Rostered Hours with a minimum number of hours of work to be provided³

The parties agree that the Employee's hours of work shall be set by the Employer in advance in accordance with a roster. Unless there are exceptional circumstances, the Employee shall be given at least 7 days' notice of a new roster. The parties agree that the Employee shall be provided with a minimum of **number** hours work per **week**⁴. In setting the roster the Employer shall provide the Employee with **two** consecutive days off within a reasonable period.

7.2 Variation to Hours of Work

The Employee's hours of work may be varied as follows:

- (i) By mutual agreement between the Employee and the Employer; or
- (ii) If agreement cannot be reached, by the Employer, following consultation with the Employee, and giving the Employee one weeks' notice of the change in hours.

When seeking to vary the Employee's hours, the Employer shall act reasonably, and shall take into account the Employee's personal circumstances and commitments.

8 Wages/Salary/Allowances

8.1 Wages Paid in accordance with a performance pay process/structure

The parties agree that the Employee's salary shall be determined in accordance with the following scale **Cadetship**⁵, the Employee shall commence employment at **\$16.96 per hour**⁶ and the Employee's progression through that scale shall be dependent upon **achieving course credits or passing formal training assessments**⁷. The Employee's

³ Selecting 'Rostered Hours' allows for variation of hours between term and holiday time and flexibility for hours worked while guaranteeing a minimum number of hours for the employer and employee throughout the year.

⁴ The number of minimum hours should be negotiated between the employer and cadet to meet both parties' needs and take course study load into consideration. Minimum hours stated could be worked during term-time with increased hours during tertiary holiday periods.

⁵ A formal pay scale outlining the conditions of pay rises and how they are achieved should be made available to the Cadet. A sample Cadet Salary Guide is available online.

⁶ \$16.96 per hour is the Training Minimum Wage at the time of creating this sample contract. A Cadet must be doing recognised industry training involving at least 60 credits a year to be eligible for the Training Minimum Wage. An employer can pay anything at or above this minimum at their discretion. To ensure current Minimum Wage compliance is being met check the Ministry of Business, Innovation and Employment's website www.employment.govt.nz/hours-and-wages/pay/minimum-wage/minimum-wage-rates/. Once the Cadet has completed their training or does not meet Training Minimum Wage criteria, Adult Minimum Wage rates apply. See the FAN Cadet Salary Sample for an example.

⁷ Clarify exactly what the Cadet needs to achieve in order to receive a pay rise. Depending on the structure of their study it could be passing papers, unit standards, qualification levels etc. The idea is



pay shall be paid **weekly/monthly** on **the last Tuesday of the month into a bank account nominated by the Employee**⁸.

8.2 Payments Recognising Qualifications or Skills Acquired on the Job

The Employee shall be entitled to receive the following payments, **\$number**⁹, upon achievement of the following qualifications/skills:

Degree/Diploma/Qualification Title

9 Holidays and Leave Entitlements

9.1 Short Form Clause on Annual Leave as set out in the Holidays Act

The Employee shall be entitled to paid annual leave of four weeks per year after 12 months continuous employment with the Employer, in accordance with the Holidays Act.

If the employee leaves their employment before becoming entitled to enough annual holidays to cover the amount of annual holidays they took in advance:

- the employer may recover the amount paid to the employee for holidays taken in advance that is not covered by the employees annual holiday entitlement.

This clause is subject to the Wages Protection Act 1983. The employee's signature will satisfy the written consent requirement of section 5 of the Wages Protection Act 1983.

9.2 Payment for work on a Public Holiday

The employee shall be entitled to be paid for the time actually worked on a Public Holiday at the rate of time and a half of their relevant daily pay, or time and a half of the portion of average daily pay (if applicable) that relates to time actually worked on the day

9.3 Sick Leave as set out in the Holidays Act

The Employee shall, after 6 months employment with the Employer, be entitled to 10 days sick leave for each subsequent 12 month period of service. Sick leave can be taken where the Employee is sick or where the Employee's spouse or a person who is dependent on the Employee is sick or injured.

Sick leave entitlements can be accumulated from year to year up to a maximum entitlement of 20 days.

9.4 Medical Certificate Required for Sick Leave

Where the Employee has taken sick leave and has been absent from work for at least three consecutive calendar days, the Employer shall be entitled to require the employee to provide proof of entitlement to sick leave, at the employee's cost.

that as the Cadet's skill level increases, so does their pay to reflect that. It is not necessary to stipulate in the contract how much the incremental pay rises will be, however you can include that if you wish.

⁸ This is just an example, payment terms should be the same as other employees.

⁹ This is an optional clause offering a one-off bonus of your choosing upon achievement of the full qualification to reward the Cadet for their commitment and hard work.



The Employer shall also be entitled to require the employee to provide proof of entitlement to sick leave within the three consecutive calendar days, at the employer's cost. The employer will inform the employee as early as possible that such proof will be required and agree to meet any reasonable expenses in getting this proof.

9.5 Bereavement Leave as set out in the Holidays Act

The Employee is entitled, after 6 months continuous employment, to 3 days paid bereavement leave where the bereavement results from the death of the Employee's spouse or partner, parent, child, brother, sister, grandparent, grandchild, spouse or partner's father and mother.

The Employee is entitled, after 6 months continuous employment, to 1 day paid bereavement leave on the death of any other person if the Employer accepts that the Employee has suffered bereavement, after taking into account:

- the closeness of the relationship or association between the Employee and the deceased
- whether the Employee may have any responsibility for arrangements for the ceremony
- any cultural responsibilities the Employee has in relation to the death

The Employee agrees to complete the Employer's bereavement application form when requested to do so.

9.6 Unpaid Leave

Applications for unpaid leave will be given reasonable consideration by the Employer but shall be granted only at the Employer's sole discretion having regard to the requirements of the Employer's business and operations. Applications for unpaid leave will be considered in situations such as for compassionate reasons; to undertake a course of work-related study; or to gain additional work-related experience.

10 Other Entitlements/Benefits

10.1 Kiwisaver (long clause)¹⁰

The Employee has the option of joining KiwiSaver, and as a new employee will be automatically enrolled into KiwiSaver¹¹. KiwiSaver is a voluntary, work-based savings initiative to help New Zealanders with their long-term saving for retirement. More information about KiwiSaver, including what employers and employees need to do to start a savings scheme, is available from <http://www.kiwisaver.govt.nz>.

¹⁰ It is recommended that when employing youth the long clause versions be used in the employment agreement as it is often their first introduction to their rights and obligations as an employee.

¹¹ Employees under 18 years of age can only join KiwiSaver through a scheme provider, not through their employer.



When an employee is enrolled into a KiwiSaver scheme the Employee's KiwiSaver contributions will be deducted from their pay. The Employer will also make employer contributions to the Employee's KiwiSaver scheme if the employee is aged 18 years or over. If the Employee is under 18 years of age, they can only join KiwiSaver through a scheme provider. A new employee has limited time to opt out of the KiwiSaver scheme, up to eight weeks from their first day of employment, although a late opt-out is sometimes possible. An existing employee who is eligible for KiwiSaver has the option of joining a KiwiSaver scheme. If an existing employee decides to join KiwiSaver they will not be able to opt out. The Employee should inform the Employer if they are already a member of KiwiSaver. Visit <http://www.kiwisaver.govt.nz> for more information.

The Employee is entitled to an employer contribution to their KiwiSaver account or their complying account, if they are aged 18 years or over, under the new KiwiSaver legislation.

From 1 April 2009, employers will contribute a minimum of 3% of employees' gross salary or wage. Employees are expected to contribute a minimum of 3% of their gross salary or wage. The Employee contribution will be deducted from the Employee's pay.

For further information regarding employee and employer contributions to KiwiSaver, visit <http://www.kiwisaver.govt.nz>.

10.2 Study Entitlements

Where the Employee is undertaking study approved by the Employer, the Employee shall be entitled to the following:

- (i) a contribution towards course fees of **100% to be reimbursed upon evidence of successful completion of course**¹²;
- (ii) paid time off to attend examinations, provided such time is reasonable having regard to the Employer's operational requirements

If the Employee agrees to undertake this study, the Employee shall also sign the attached Return of Service agreement attached as Schedule X of this agreement¹³

11 Health and Safety

10.1 General Health and Safety Obligations

Both the employer and employee will meet their obligations under the Health and Safety at Work Act.

The employer's duties include:

- providing and maintaining a safe working environment for employees and others in the workplace

¹² You can negotiate with your Cadet as to who pays for their off-the-job training. Some options are to split the costs (e.g. the employer pays for course costs and the Cadet pays for tools), the Employer pays for the course costs up-front or the Cadet pays course costs and the Employer reimburses the Cadet once they have passed, as suggested here.

¹³ A sample FAN Cadet Return of Service Agreement is available online.



- providing and maintaining facilities for the welfare of the employee while at work
- providing all necessary training and instructions to employees
- making sure machinery and equipment is safe
- making sure working arrangements are not hazardous
- providing procedures to deal with work emergencies
- making sure health and safety employee engagement and participation processes are in place
- consulting and cooperating with other businesses operating in the same workplace(s) to keep everyone safe and healthy.

The employee will follow the employer's health and safety rules and procedures. The employee will take reasonable care to look after their own health and safety at work, their fitness for work, and the health and safety of others.

Examples of how the employee can take reasonable care include:

- following all reasonable health and safety rules and instructions
- participating in health and safety discussions
- exercising their right to refuse to do unsafe work
- taking reasonable care that their actions (or inactions) do not cause harm, or risk of harm, to themselves or others
- not reporting for duty under the influence of alcohol or drugs that impair their performance or fitness for work
- wearing all necessary personal protective equipment and clothing.

The employee must report any potential risks, incidents and near misses so the employer can investigate, and eliminate or minimise harm or risk of harm.

Failure to follow reasonable health and safety rules may be considered serious misconduct.

11.2 Health and Safety Policies

The Employee shall ensure they are familiar with the Employer's health and safety policies, and any modifications to those policies that may be introduced from time to time.

11.3 Drug Testing¹⁴

¹⁴ This is an optional clause. If you wish to have drug testing in the workplace, formal drug testing policies and procedures must be in place. You will need to seek independent legal advice to draft the drug testing policies that are appropriate for your type of workplace/industry. You will also need to consider if you are going to have a zero-tolerance policy to drugs or not. If you wish to extend this clause to include alcohol and drug testing, the same advice applies, and the clause would be replaced with the following:

11.3 Alcohol and Drug Testing

Under no circumstances must Employees come to work under the influence of alcohol or drugs (unless the drugs are prescribed by a doctor and the Employer has previously been advised). No alcohol (unless permission has been granted) or non-prescribed



Further where the Employee is deemed by the Employer to be carrying out safety sensitive tasks or working in a safety sensitive area the Employer may carry out random drug and alcohol testing in accordance with the Employer's policies.

Where the Employer has reasonable grounds for suspecting that the Employee is under the influence of illegal drugs while at work, the Employer may require the Employee to undergo a non-intrusive drug test (a urine test) which will be conducted by a registered medical professional. The testing process followed will be such as to ensure a safe and accurate test.

In deciding whether to conduct a test the Employer shall have regard for any comment by the Employee. On receipt of a positive test the Employer shall discuss the results with the Employee and take into consideration any explanation received before any outcome is decided upon.

11.4 Medical Examination

The Employer shall be entitled to require the Employee to undergo a medical examination, at the Employer's cost, by a registered medical practitioner nominated by the Employer.

Such requirement should be used where the Employer has reasonable grounds for concern that the Employee's health is affecting their safety at work, or the safety of others in the workplace.

12. Other Employment Obligations

12.1 Confidential Information

The Employee shall not, either during the period of his employment with the Employer or thereafter, copy, publish, reveal or disclose to any person or entity (including other Employees except as authorised by the Employer) any confidential information (except as shall be required for the proper performance of his duties) or use such information to his or her own benefit.

drugs are to be brought onto the premises of the Employer. Employees must report to work in such a condition that they are able to perform duties properly and safely.

If the Employer has reasonable grounds to believe that the Employee may be unfit to work (for any reason including that the Employee may be suffering from an infectious disease), or under the influence of drugs/alcohol, the Employer may require the Employee to immediately cease work and undergo medical examination (including testing for drugs / alcohol / infectious disease) by a person nominated by the Employer



The Employer considers the following information to be confidential, but is not to be considered an exhaustive list; Employee lists and Employee information, financial statements, products and services data, financial condition data, pricing data, business plans, business records, customer lists, project records, correspondence, market reports, suppliers and vendor lists, business manuals, policies and procedures, ideas, systems, practices, studies, technologies, inventions, discoveries, security arrangements, codes and passwords and all other commercially sensitive or valuable information which may be disclosed by the Employer during the employment, and whether or not made, developed and/or conceived by Employee during the employment.

12.2 Copyright and other Intellectual Property

All work produced for the Employer by the Employee under this agreement or otherwise and the right to the copyright and all other intellectual property in all such work is to be the sole property of the Employer.

12.3 Conflicts of Interest

The Employee agrees that there are no contracts, restrictions or other matters which would interfere with their ability to discharge their obligations under this agreement. If, while performing their duties and responsibilities under this agreement, the Employee becomes aware of any potential or actual conflict between their interests and those of the Employer, then the Employee shall immediately inform the Employer. Where the Employer forms the view that such a conflict does or could exist, it may direct the Employee to take action(s) to resolve that conflict, and the Employee shall comply with that instruction. When acting in their capacity as Employee, the Employee shall not, either directly or indirectly, receive or accept for their own benefit or the benefit of any person or entity other than the Employer any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Employer.

12.4 Use of Internet and Email

The Employee will have access to email and the Internet in the course of their employment. The Employee shall ensure that at all times their use of the email and Internet facilities at work meets the ethical and social standards of the workplace. Whilst a reasonable level of personal use is acceptable to the Employer, this must not interfere with the Employee's employment duties or obligations, and must not be illegal or contrary to the interests of the Employer. The Employee shall also comply with all email and Internet policies issued by the Employer from time to time.

12.5 Privacy Obligations

The Employer and the Employee shall comply with the obligations set out in the Privacy Act 1993. The Employee must not breach the privacy of any customer or client in the course of their employment.

13 Restructuring and Redundancy

13.1 Definition of Redundancy

Redundancy is a situation where the position of employment of an employee is or will become surplus to the requirements of the Employer's business.



13.2 Notice of Termination due to redundancy

In the event the Employee's employment is to be terminated by reason of redundancy, the Employee shall be provided with **Period of** notice in writing. This notice is in substitution for and not in addition to the notice set out in the general termination clause.

13.3 No Redundancy Compensation Payable

In the event the Employee's employment is terminated on the basis of redundancy, the Employee shall be entitled to notice of termination of employment as specified in the termination clause, but shall not be entitled to any additional payment, whether by way of redundancy compensation or otherwise.

13.4 Employer to provide information and consider comments in restructuring situations

In the event that all or part of the work undertaken by the employee will be affected by the employer entering into an arrangement whereby a new employer will undertake the work currently undertaken by the employee, the employer will meet with the employee, providing information about the proposed arrangement and an opportunity for the employee to comment on the proposal, consider and respond to their comments.

13.5 Employer to use best endeavours to secure offer in restructuring situations

The employer will negotiate with the new employer, including whether the affected employees will transfer to the new employer on the same terms and conditions, and will use best endeavours to secure the new employer's agreement to offer employment to the employee.

13.6 Employer to allow paid absence for job search and job interviews if employee not transferred to the new employer

Where the employee either chooses not to transfer to the new employer, or is not offered employment by the new employer, the employer will allow the employee absence from work on pay to undertake a job search or attend job interviews.

14 Termination

14.1 General Termination

The Employer may terminate this agreement for cause, by providing **[insert period]** notice in writing to the Employee. Likewise the Employee is required to give **[insert period]** notice of resignation. The Employer may, at its discretion, pay remuneration in lieu of some or all of this notice period.

14.2 Termination for Serious Misconduct

Notwithstanding any other provision in this agreement, the Employer may terminate this agreement summarily and without notice for serious misconduct on the part of the Employee. Serious misconduct includes, but is not limited to:



- (i) theft;
- (ii) dishonesty;
- (iii) harassment of a work colleague or customer;
- (iv) serious or repeated failure to follow a reasonable instruction;
- (v) deliberate destruction of any property belonging to the Employer;
- (vi) actions which seriously damage the Employer's reputation.

14.3 Suspension¹⁵

In the event the Employer wishes to investigate any alleged misconduct, it may, after discussing the proposal of suspension with the Employee, and considering the Employee's views, suspend the Employee on pay whilst the investigation is carried out.

14.4 Abandonment of Employment

In the event the Employee has been absent from work for three consecutive working days without any notification to the Employer, and the Employer has made reasonable efforts to contact the Employee, this agreement shall automatically terminate on the expiry of the third day without the need for notice of termination of employment.

14.5 Obligations of Employee on Termination

Upon the termination of this agreement for whatever reason, or at any other time if so requested by the Employer, the Employee shall immediately return to the Employer all information, material or property (including but not limited to computer disks, printouts, manuals, reports, letters, memos, plans, diagrams, security cards, keys, and laptop computers) either belonging to or the responsibility of the Employer and all copies of that material, which are in the Employee's possession or under their control.

15 Resolving Employment Relationship Problems

15.1 Long Form

If the employment relationship is to be as successful as possible, it is important that the Employer and Employee deal effectively with any problems that may arise. This procedure sets out information on how problems can be raised and worked through.

What is an employment relationship problem?

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

Clarify the problem

If either the Employer or Employee 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.

Either party might want to discuss a situation with someone else to clarify whether a

¹⁵ Suspending an employee is a serious action, and due process and consideration should be applied by the employer in instigating a suspension.



problem exists, but in doing so they should take care to respect the privacy of other employees and managers, and to protect confidential information belonging to the Employer. For example, the Employee could seek information from:

- Friends and family
- The Ministry of Business, Innovation and Employment on 0800 20 90 20 or its website at www.employment.govt.nz/resolving-problems/
- Their union (if they are a union member), a lawyer, a community law centre or an employment relations consultant.

Discuss the problem

If either party considers that there is a problem, it should be raised as soon as possible. This can be done in writing or verbally. Provided the Employee feels comfortable doing so, they should ordinarily raise the problem with their 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. The Employee should feel free to bring a support person with them to the meeting if they wish.

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

The Next Steps

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

- Either party can contact the Ministry of Business, Innovation and Employment, who can provide information and/or refer the parties to mediation.
 - Depending on the nature of the problem, the issues involved may also be ones that the Labour Inspectors employed by the Ministry of Business, Innovation and Employment can assist with, i.e. minimum statutory entitlements such as holiday, leave or wages provision.
 - Either party can take part in mediation provided by the Ministry of Business, Innovation and Employment (or the parties can agree to get an independent mediator).
 - If the parties reach agreement, a mediator provided by the Ministry of Business, Innovation and Employment can sign the agreed settlement, which will then be binding on the parties.
 - The parties can both agree to have the mediator provided by the Ministry of Business, Innovation and Employment decide the problem, in which case that decision will be binding;
 - If mediation does not resolve the problem, either party can refer the problem to the Employment Relations Authority for investigation.
 - The Employment Relations 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 Employment Relations 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.

Personal Grievances

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



If the employee's employment agreement contains a trial period clause, they may not raise a personal grievance on the grounds of unjustified dismissal. The employee may raise a personal grievance on other grounds as specified in sections 103(1)b-g of the Employment Relations Act, and in the trial period clause of this agreement.

16 Acknowledgement of the Agreement

15.1 Variation of Agreement ¹⁶

The parties may vary this agreement, provided that no variation shall be effective or binding on either party unless it is in writing and signed by both parties.

15.2 Non-Assignment by Employee

The Employee must personally perform the duties and responsibilities under this agreement and no subcontracting or assignment by the Employee is permissible.

15.3 Entire Agreement

Each party acknowledges that this agreement contains the whole and entire agreement between the parties as to the subject matter of this agreement.

15.4 Severability

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 shall not affect the remaining provisions of this agreement.

15.5 Deductions from Salary/Wages

Where requested by the Employee, the Employer shall deduct from their salary/wages any agreed amount for matters such as superannuation, a staff social club or union fees and pay the amount to the organisation specified by the employee. The Employer shall also be entitled to deduct from any salary payment payable upon termination of employment any overpayment made to the Employee for leave taken in advance. The Employee also authorises the Employer to make a deduction from payments due to the Employee, in respect of monies owing to the Employer.

15.6 Employee Acknowledgment

The Employee acknowledges that:

- (i) they have been advised of their right to take independent advice on the terms of this agreement
- (ii) that they have been provided with a reasonable opportunity to take that advice
- (iii) that they have read these terms of employment and understand these terms and their implications, and
- (iv) that they agree to be bound by these terms of employment and the Employer's policies and procedures as implemented by the Employer from time to time.

¹⁶ Upon conclusion of the Cadetship a variation to the employment agreement should be written and signed to reflect the new qualified status and employment conditions of the employee.



16 Declaration

16.1 Declaration

I, **Name, Position Title, of Company Name** offer this employment agreement to **Cadet Name**.

Signed by:..... **Date:**.....

I, **Cadet Name**, declare that I have read and understand the conditions of employment detailed above and accept them fully. I have been advised of the right to seek independent advice in relation to this agreement, and have been allowed reasonable time to do so.

Signed by:..... **Date:**.....

