



## Individual Employment Agreement (IEA)

The standard terms and conditions between the Employer and the Employee

PARTIES:

(1) ..... (“the Employer”)

(2) \_\_\_\_\_ (“the Employee”)

### 1. The IEA

- a) This IEA is made pursuant to the Labour and Employment Relations Act 2013.
- b) The Employer agrees to employ the Employee on the terms and conditions contained in this IEA.
- c) The Employee agrees to abide by all notified rules and policies of the Employer and shall undertake any lawful duties as directed by the Employer.
- d) The parties agree that this IEA wholly replaces any previous agreement and any expressed or implied contractual terms or provisions (including those implied by custom and practice) that may have existed and bound the parties at the date of this IEA coming into force.
- e) The Employee agrees that a level of English speaking ability sufficient to ensure an understanding of Samoan Law Laws including the Labour and Employment Relations Act 2013; Occupational Safety and Health Act 2002, the Public Holidays Act 2008 and Amendments are met.
- f) The Employee will have a reasonable standard of fitness and be in good health.
- g) The Employer will immediately advise the Ministry of Commerce, Industry and Labour if an employee fails to turn up for work without reasonable excuse or reason, so that the revocation of any work permit held can begin.
- h) The Employee agrees to leave Samoa on the completion of contract and return back to their Country of Origin once work has been completed.

### 2. Date of Commencement

This IEA commences on: \_\_\_\_\_

And will continue in force until: \_\_\_\_\_

The term is fixed to a maximum of two (2) years to meet the requirements of the LAERA 2013.

### 3. Description of Work - Job descriptions detailing the Employee’s requirements are at the discretion of the Employer.

### 4. Industry - The Industry that the employee will be employed: \_\_\_\_\_

### 5. Location of Work - Employer’s premises located at \_\_\_\_\_.

## 6. Remuneration – Please circle and fill in the appropriate rate

a) The Employee shall be paid either:

- An hourly rate of .....
- Weekly rate of .....
- Fortnightly rate of .....
- Monthly rate of .....
- Piece Work rates per Unit Cost .....
- Wages will be paid ..... by direct credit to an account nominated by the Employee. Payment will be lodged to the Employees account for uplifting on day ..... and payslips will be provided to all Employees.
- No wages will be paid until the Employee has completed all NPF, ACC and PAYE requirements Minimum Remuneration
- An Employee will be paid no less than the minimum rate of SAT\$2.00 per hour

## 7. Deductions

a) The Employer may submitted the proposed pay deduction arrangements to the LAER Division of the Ministry of Commerce, Industry and Labour in accordance with section 27 of the Act.

- b) Periods of absence from work
- c) 25% of the total damage to or loss of goods
- d) Actual costs of meals supplied by the employer at the request of the employee
- e) Accommodation accepted by the employee as term of the employment
- f) Services and amenities supplied by the employer as the CEO, LAER<sup>1</sup> may impose
- g) Recovery of advances or for adjustment of overpayments
- h) Income tax payable by the employee (PAYE)
- i) Contributions payable by the employer on behalf of an employee under a provident fund (NPF-5%) or accident compensation (ACC-1%) legislation
- j) Any other lawful purpose with the consent in writing or at the written request of the employee, provided that such purpose is made known to the CEO, LAER prior to the deduction being made
- k) An order made by the Court or authority having similar and competent jurisdiction
- l) A matter lawfully permitted under any Act

The total amount of all authorized deductions other than deductions of absence from duty made by the employer in any one wage period **must not exceed 35%** of the wages payable to an employee in respect of such period.

## 8. Hours of Work

- a) For shift employees: must not be less than 6 hours per day and not more than 12 hours per day. If an employee is scheduled to work on a Sunday, it is regarded as a normal working day. An unpaid meal break of 15 minutes shall be allowed each working day for every 3 hours continuously. The employee is also entitled to a break of one (1) hour after 5 continuous hours.
- b) For ordinary employees: must not work more than eight (8) hours per day or forty (40) hours per week or work more than 4 hours and 15 minutes without an interval of 1 hour for a meal
- c) For domestic workers: must not work more than forty-eight (48) hours per week

## 9. Public Holiday Pay

- An employee is entitled a paid public holiday that falls during the time that he or she is employed.
- If an employee is in agreement with the employer to work on a public holiday and not being paid for that service, the employee nominates another day to take his or her paid public holiday
- If an employer request the employee to work on a public holiday, the employee shall be paid at double the rate of pay

<sup>1</sup> CEO is the Chief Executive Officer responsible for the Labour and Employment Relations Act 2013 – currently the Chief Executive Officer, Ministry of Commerce, Industry and Labour

## 10. Sick Leave, Annual Leave, Maternity Leave and Paternity Leave

- The employer will notify the employee of his entitlement when he or she completed 12 months of continuous employment with the same employer. The employee is entitled to the following terms and conditions:
  - a) at least ten (10) days paid sick leave;
  - b) at least ten (10) days paid annual leave;
  - c) at least 4 weeks maternity leave full pay and 2 weeks maternity leave without pay OR at least 6 weeks maternity leave 2/3 pay;
  - d) at least five (5) days paid paternity leave.
- Where the Employee has taken sick leave because of an illness which has lasted at least three (3) days on sick leave, the Employee shall provide a medical certificate relating to the reason for the absence.
- Annual Leave shall only be taken in block(s)

## 11. Termination of Employment

- a) In circumstances during the employment, or at the end of the period, if the available work reduces, the Employer may give a one (1) week's notice terminate the employment or alternatively offer reduced hours at the standard hourly rate of remuneration.
- b) Otherwise use the **Schedule** under the LAER Act 2013 to specify the notice period for the termination.
- c) Where the required notice is not given, a penalty of one week's notice shall be paid by either party to this IEA
- d) Before leaving the Employer, the Employee is to return all property of the Employer which may be in their possession. Failure to do so may result in deductions being made to compensate for their loss.

## 12. Abandonment of Employment

If for any reason the Employee is unable to come to work or does not arrive when required, the Employee must telephone the Employer (Supervisor or other designated person) prior to work commencing or as soon as is practicable thereafter.

Where the Employee is unable, through no fault of their own, to notify the Employer of their absence the Employee shall not be deemed to have abandoned their employment.

## 13. Record of Service

At the Employee's request, the Employer will provide on the Employee's terminal of employment a written certificate which, as a minimum, will state the Employee's length of service and positions held.

## 14. Health and Safety

The Employer is obliged under the Occupational Safety and Health Act 2002 and new draft Regulations 2014 to take all practicable steps to ensure health and safety in the workplace. The Employer shall provide any protective clothing or equipment required. This shall remain the property of the Employer and must be returned when requested, or on termination of employment.

The Employee shall take all practicable steps to ensure their safety while at work; that no action/inaction of the Employee while at work causes harm to any other person.

The Employee shall ensure that they are aware of and abide by the Rules and Procedures of the Health & Safety System as outlined by the Employer.

Faulty equipment and new previously unidentified hazards must be reporting immediately to the Employer or company designated Health & Safety representative.

All injuries or accidents must be immediately reported to the Employer.

Prior to signing this IEA the Employee must inform the Employer of any injuries which could affect their ability to perform.

In the event of a work-related injury the Employee must follow the Employer's Accident Procedure including completing the Employer's Accident Form as soon as practicable after any accident.

**15. Variation of Agreement**

This Agreement may be varied at any time by written agreement between the parties.

**16. Employee's Acknowledgements**

The Employee acknowledges that they:

- a) Are aware that this is an individual agreement for employment, the reasons why it is individual, when the employment ends and the reasons for it ending;
- b) Have read and understand this IEA and the conditions of employment and agrees to them fully;
- c) Have been provided with a copy of the intended IEA prior to the IEA being entered into;
- d) Have been advised that they are entitled to seek independent advice about the intended IEA;
- f) Understand the explanation of the services available for the resolution of employment relationship problems.
- g) The Employee will observe all the provisions put in place by the Employer from time to time to ensure the effective and efficient running of the business.

The Employee is required to adopt and follow policies and procedures which encompass matters such as quality control, time recording, and other day to day operational matters as determined from time to time.

**Signed on behalf of the Employer:**

**Signed by the Employee:**

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_