



Individual Employment Agreement (IEA)

The standard terms and conditions between the Employer and the Employee

PARTIES:

(1) _____

("Employer")

AND

(2) _____

("Employee")

1. The IEA

- a) This IEA is made pursuant to the Labour and Employment Relations Act 2013 (*LERA*) and the Labour and Employment Relations Amendment Act 2023 (*Amendment Act*).
- 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 to maintain a level of English speaking ability sufficient to ensure an understanding of Samoa's Laws including the LERA 2013 and its Amendment Act 2023, Labour and Employment Relations Regulations 2025; Occupational Safety and Health Act 2002; the Occupational Safety and Health Regulations 2017 and the Public Holidays Act 2008.
- f) The Employee will maintain a reasonable standard of fitness and be in good health to be eligible to work in Samoa.
- g) The Employee will demonstrate acceptable character to be eligible to work in Samoa.
- h) The Employer will immediately advise the Ministry of Commerce, Industry and Labour if an Employee fails to resume or continue work without reasonable excuse or reason, so that the revocation of any work permit held can begin.
- i) The Employee agrees to leave Samoa on the completion of the contract and return to their Country of Origin.
- j) Parties have agreed as to who is responsible for the return airfare at the end of the employment whether by natural end or early termination of the employee's employment.
- k) Parties may agree to include provisions relating to reimbursement of money loss as a direct result of either party(s) intentional act of non-completion of the employment contract. Both parties are encouraged to ensure fairness in all their dealings and maintain proper records.

2. Date of Commencement

This Employment Agreement shall be for a period of three (3) years from the commencement date in accordance with the Amendment Act 2023.

This IEA commences on: ____ / ____ / ____ and will continue in force until: ____ / ____ / ____.

3. Description of Work

Job descriptions detailing the Employee's duties are at the discretion of the Employer.

4. Industry

The Industry in which 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.....

b) 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 pay slips will be provided to all Employees.

c) No wages will be paid until the Employee has completed all NPF, ACC and PAYE requirements
Minimum Remuneration

d) An Employee will be paid no less than the minimum rate of SAT\$4.84 effective from 1 July 2025.

7. Deductions

a) The Employer may submit the proposed pay deduction arrangements to the Industrial Relations, Employment Permit and Occupational Safety and Health 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, LAERⁱ 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-10%) 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, LERA prior to the deduction being made
 - (ja) at the request of an employee, trade union membership fees payable by the employee to a trade union;
- 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.

Additionally, per Section 27A, an Employer must not impose a fine on an Employee as a penalty for misconduct or serious misconduct.

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, with a maximum of 45 regular hours and 8 additional hours allowed as overtime (refer to Schedule 3 of the Amendment Act.)

Overtime:

- i. An overtime can be compensated with time off instead of pay only if requested by employee.
- ii. Overtime pay does not apply to employees in managerial roles, provided they are on an annual salary that includes compensation for extra hours.
- iii. Employees who work shifts and average more than 40 hours per week.

Rest and Work Hours Limits:

- i. Employees must have at least 36 consecutive hours of rest each week.
- ii. Employees must not be required to work more than 12 consecutive hours in a day or more than 9 hours on any one day without proper rest intervals.
- iii. A domestic worker cannot be asked to work between 8.00 PM and 5.30 AM, except in emergencies or with prior agreement to be on standby.

9. Public Holiday Entitlements

- a) If a public holiday falls on a day that the Employee is ordinarily required to work or undertake shift work, the Employee is entitled to a day off and will be paid at their ordinary rate of wages for that day
- b) If the Employer requires the Employee to work on a public holiday, and it is a day that the Employee would not ordinarily work or undertake shift work, the Employee shall:
 - i. Pay the Employee at double their ordinary rate of wages for working on the public holiday; or
 - ii. Pay the Employee their ordinary rate of wages for that day and provide a substitute working day off as the Employee's public holiday

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

- a) The Employer shall inform the Employee of their leave entitlement upon completing 12 months of continuous employment with the same employer. The entitlement are as follows:
 - i. at least ten (10) days paid Sick Leave (SL) per year. SL can be accessed on a pro-rata basis

after the first three months of employment. A medical certificate is required for SL absences of three or more days. Up to 20 days of unused SL may be carried forward by agreement with the Employer

- ii. at least ten (10) days paid annual leave per year, available on a pro-rata basis during the year it accumulates. The Employee can carry forward up to 20 days of unused AL, extendable by agreement with the Employer. AL may be taken as a continuous period or in parts, with at least one period of one continuous week if requested;
 - iii. Female employees are entitled to either: (i) at least 4 weeks of maternity leave full pay and and additional two 2 weeks without pay OR (ii) at least 6 week's maternity leave at 2/3 pay. Leave may commence at any time during or after pregnancy with written notice, and the Employee is guaranteed the right to return to the same or equivalent position;
 - iv. Male employees are entitled to at least five (5) days paid paternity leave upon providing a medical certificate with the expected date of childbirth and a written request from their spouse.
- b) With Employer approval, the Employee may choose to receive payment in lieu of unused AL instead of taking the leave.

11. Other Employment

- a) The Employee is prohibited from taking up any other paid employment in addition to the position that he/she had lodged his/her Foreign Employee Employment Permit.
- b) Where it becomes known that the Employee is and/or has been engaging in other employment is grounds for termination of this Employment Agreement and the revocation of his/her Employment Permit.

12. Termination of Employment

12.1 Notice Period for Termination

- a) Either party may give a one (1) weeks' notice terminate the employment.
- b) Otherwise use the **Schedule** under the LERA 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.

12.2 Termination for Misconduct

- a. In cases of serious misconduct, the employer may terminate the employee without notice or payment in lieu of notice, following the process outlined in Section 57 of the LERA 2013.
- b. Serious misconduct includes, but is not limited to, acts such as theft, dishonesty, violence, or any behavior that undermines the employer-employee relationship. The employee will be provided with an opportunity to respond before the termination is final.

12.3 Redundancy

In cases where the employee's position is made redundant, the employer must follow the procedural steps outlined in Section 54A of the LERA 2013, which includes considering redeployment, consulting with the employee and relevant unions, and providing written reasons for the redundancy.

12.4 Exemptions to Notice Period

No notice is required in certain circumstances, such as when the employee is dismissed for serious misconduct, or for casual employees and seasonal workers as outlined in Section 56 of the LERA 2013.

12.5 Employee's Rights upon Termination

Upon termination of employment, the employer is obligated to provide all due wages, accumulated annual leave, and other entitlements within five working days, as per Section 57A of the LERA 2013.

12.6 Return of Employer Property

Prior to leaving, the employee must return all property belonging to the employer, including but not limited to, equipment, keys, documents, and uniforms. Failure to return such property may result in the employer making deductions from the employee's final pay to cover the loss.

13. Abandonment of Employment

- a) 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.
- b) 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.

14. Record of Service

- a) 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.

15. Health and Safety

- a) The Employer is obliged under the Occupational Safety and Health Act 2002 to take all practicable steps to ensure health and safety in the workplace is maintained. 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.
- b) 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.
- c) 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.
- d) Faulty equipment and new previously unidentified hazards must be reporting immediately to the Employer or company designated Health & Safety representative.
- e) All injuries or accidents must be immediately reported to the Employer.
- f) Prior to signing this IEA the Employee must inform the Employer of any injuries which could affect their ability to perform.
- g) 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.

16. Variation of Agreement

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

17. Employee's Acknowledgements

The Employee acknowledges that:

- a) this is an individual agreement for employment, the reasons why it is individual;
- b) he/she has read and understand this IEA and the conditions of employment and agrees to them fully;
- c) he/she has been provided with a copy of the intended IEA prior to the IEA being entered into;
- d) he/she has been advised that they are entitled to seek independent advice about the intended IEA;
- f) He/she understand the explanation of the services available for the resolution of employment relationship problems.
- g) he/she 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: _____

SIGNED: _____

(Print: Full Name of the Employer)

Date: ____/____/____

(Print: Full Name of the Employee)

Date: ____/____/____
