

EMPLOYEE ADVICE NOTICE

The **Parish name** has offered you the position of **Position Title** and has given you an Individual Employment Agreement. You have also been given this Employee Advice Notice.

An Employee Advice Notice is an invitation for you, as a prospective employee, to seek advice about the proposed individual employment agreement and its contents.

You may seek advice from, amongst others,

- Lawyers
- Department of Labour
- Unions
- Citizens Advice Bureaux
- Other relevant organisations or advisors.

These bodies/organisations will discuss with you the Individual Employment Agreement and any queries that you may have about this document.

The **Parish name** is required to give you a reasonable opportunity to seek that advice. In this instance we require you to advise the **Employer Title** within **5 working days** from today's date that you have taken the advice and of your decision in relation to the agreement. If you decide to sign the agreement you should then return the signed document to the **Employer Title** within 5 days of notifying him of your decision.

Alternatively, you may choose not to seek further advice and to sign the Individual Employment Agreement. In this instance we require you to return the signed agreement within 5 days.

As an employee you should confirm below that you have been given the opportunity of seeking independent advice in relation to the individual employment agreement.

Signed:

Date:

I confirm that I have had the opportunity of seeking independent advice on this Individual Employment Agreement and I have

- sought and taken independent advice
- declined to take independent advice

(delete one)

Signature:

Full Name:

Date:

Presbyterian Church of Aotearoa New Zealand

Individual Employment Agreement

This Individual Employment Agreement is between the [Parish name](#) (employer) and [Employee Name](#) (employee).

1. Duties and accountability

- a) The employee is accountable to the [Employer Title](#).
- b) The employee agrees to abide by any policies, rules and procedures of the employer which are in effect from time to time and which apply generally to the employees of the employer.
- c) The responsibilities of this position are as set out in the [Position Title](#) position description attached as Schedule I.
- d) Any of the duties, reporting relationships, or any other matters that are specified in the [Position Title](#) position description, may from time to time be altered by the employer following consultation with the employee.
- e) The parties agree that the employee shall perform their duties at the [Location](#).

2. Entire agreement

This employment agreement and the current position description specified later in this clause constitute the entire agreement between the employer and the employee and supersede all previous representations, negotiations, commitments and communications, either written or oral, between the parties. Copies of all other policies, rules and procedures of the employer are available upon request.

3. Employer's duties

The employer shall:

- a) Act as a good employer in all dealings with the employee. For the purposes of this employment agreement, a good employer is one who treats employees fairly and properly in all aspects of their employment.
- b) Deal with the employee and any representative of the employee in good faith in all aspects of the relationship.
- c) Provide the employee with good working conditions and all reasonable staff, financial and equipment and other resources to enable the employees to carry out their duties properly.
- d) Take all practicable steps to provide a safe, congenial and comfortable working environment.
- e) Provide all training and instruction as may be reasonably necessary to equip the employee for the safe, efficient and proper performance of the duties under this employment agreement.

4. Employee's duties

The employee shall:

- a) Diligently, faithfully and to the best of the employee's abilities, carry out the duties of the position, and comply with all lawful and reasonable instructions provided to them by the employer.
- b) Deal with the employer in good faith in all aspects of the relationship.
- c) Not undertake any other business or profession in any way that may conflict with the business of the employer
- d) Take all practical steps to ensure their own safety while at work and that no action by them, while at work, causes harm to any other person.
- e) Ensure they know and comply with the employer's health and safety rules and procedures.

5. Employee representations

The employee warrants that:

- a) All representations, whether oral or in writing, made by the employee as to qualifications and experience in applying for the position are true and complete.
- b) They have not deliberately failed to disclose any matter that could have materially influenced the employer's decision on whether to employ the employee.
- c) All concepts, ideas, inventions and other intellectual properties which the employee brings to the role under this employment agreement will be the employee's own, except for matters in the public domain or materials which the employee is fully authorised to use, and that the materials or use of them will not breach the rights of any other person.

6. Term of employment

The employee's appointment under this employment agreement shall take effect from [Start Date](#) and shall remain in force until renegotiated or terminated pursuant to any provision of this agreement.

7. Performance review

- a) At approximately twelve-month intervals (being in or about April of each year) the employer will carry out a performance review of the employee for the preceding twelve-month period.
- b) The employee shall co-operate with the employer in each review, and will provide all information which is held by the employee and which may be necessary to complete the review.
- c) In reviewing the employee's performance, regard shall be given to:
 - i. the employee's effectiveness and efficiency in achieving results and competence in carrying out the duties, and in meeting any established targets;
 - ii. the employee's staff relations and public relations with the people to whom the employee relates;
 - iii. competencies, including the efforts the employee has made since the last review to develop their work-related skills by means of any approved educational course, attendance at seminars or courses, etc;

- iv. any other arrangements which have been set in place between the employee and the employer regarding the employee's work.
- d) The review will be produced in draft and a copy will be given to the employee for comment. At the time of signing the final draft the employee will be given the opportunity to attach further comments if the employee so wishes. It will not be disclosed to any other employee with the exception of any member of the employer's human resource staff who has a proper interest in considering the review.
- e) In addition to the annual review, the employer may at any time review the performance of the employee in such manner as the employer thinks appropriate, keeping in mind the employer's undertakings in clause 3 (a) of this agreement and the requirements of the Employment Relations Act 2000.

8. Hours of work

The employee's ordinary hours of work shall be not less than 40 hours per week to be worked Monday to Friday inclusive, and shall include at least four hours worked between 8 am and 5 pm each day.

During each working day the employee shall be entitled to:

- one paid 10-minute rest break if their work period is between two and four hours;
- one paid 10-minute rest break and one unpaid 30-minute meal break if their work period is between four and six hours;
- two paid 10-minute rest breaks and one unpaid 30-minute meal break if their work period is between six and eight hours.
- If more than an eight hour period is worked, these requirements automatically extend to cover the additional hours on the same basis.

The remuneration package contained in this employment agreement covers all hours worked. The employee shall manage their time to meet both the requirements of the role and their obligations under the Health and Safety in Employment Act 1993.

9. Remuneration

The remuneration for this position is \$--. A review of the remuneration for this position will take place on an annual basis.

The remuneration is paid fortnightly either wholly in arrears or partly in arrears by direct credit to a Bank account nominated by the employee.

10. Other benefits and expenses

The employee shall be entitled to the following benefits in addition to annual salary:

a) [Add expenses as appropriate](#)

11. Superannuation

Should the employee choose to join Kiwisaver, the [Parish name](#) will match the employee's contribution up to 2% of taxable salary.

12. Annual leave

At the end of each twelve-month period of employment the employee shall be entitled to paid annual leave of four (4) weeks, a proportion of which may be taken during the twelve month period pro-rated on the basis of months worked to date. This leave shall be taken at a time or times arranged with the [Employer Title](#) so as to take into account, as far as practicable, work requirements and the efficient performance of the employee's duties.

13. Public holidays

The employee shall be entitled to 11 public holidays on pay, in accordance with the Holidays Act 2003. Such holidays are:

Christmas Day

Boxing Day

New Year's Day

2 January (or day in lieu)

Waitangi Day (when it falls on a day that would be otherwise a working day)

Good Friday

Easter Monday

ANZAC Day (Where it falls on a day that would be otherwise a working day)

Sovereign's Birthday

Labour Day

Provincial Anniversary Day

Where an employee works on a public holiday they will be entitled to be paid time and a half plus receive a day in lieu. To avoid doubt, employees will not be required to work on a public holiday.

14. Sick leave

The employee shall be entitled to sick leave in accordance with the Holidays Act 2003. A medical certificate stating the employee has visited the doctor and is, in the doctor's opinion unfit to work may be required at the employer's discretion and will automatically be required for any absence in excess of three days. The employee needs to notify the [Employer Title](#) as soon as is practicable in the event of absence requiring sick leave.

15. Bereavement/Tangihanga leave

a) The employee shall be granted bereavement leave on full pay to discharge their obligation and/or to pay respects to a deceased person with whom there was a close association. Such obligations may exist because of blood or family ties or because of a particular cultural requirement such as attendance at all or part of a Tangihanga (or equivalent). Such bereavement leave would normally be up to three working days.

c) Evidence may be required at the employer's discretion.

16. Parental leave

The provisions of the Parental Leave and Employment Protection Act 1987 shall apply. A copy of this Act is available for reference by employees from Presbyterian Church of Aotearoa New Zealand.

17. Jury service

The employee may elect to take jury service leave as either:

- a) annual leave, in which case the employee retains the juror's fee; or
- b) on full pay, in which case the employer shall receive payment of the juror's fee from the employee.

18. Special leave

The employee may be entitled to special leave, other than that specified in clauses 12 to 17 above, with or without pay, at the discretion of the employer.

19. Deductions from wages

Deductions may be made from the employee's wages in the following circumstances:

- a) leave without pay which has been agreed between the parties;
- b) by agreement between the employer and employee;
- c) as otherwise provided by this employment agreement;
- d) from final pay for any debt owing to the employer whatsoever it may be after providing details of the balance outstanding to the employee wherever possible, when directed to by a duly authorised government agency.

20. Overpayment of wages

In the event of an overpayment of wages, the employer may recover the amount of overpayment provided the employee is given written notification of the intention to recover the overpayment, the amount to be recovered and full explanation of the reasons for the overpayment.

21. Suspension of employment

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.

22. Termination of employment

- a) Employment may be terminated by either party on giving one month's notice.
- b) Where notice given is less than one month the appropriate amount of wages shall be paid or forfeited as the case may be. Where the employer elects to pay in lieu of notice, this shall not constitute summary dismissal.
- c) In the case of serious misconduct the employee may be summarily dismissed.

23. Termination on medical grounds

- a) The employer may terminate this employment agreement, by giving such notice to the employee as the employer deems appropriate in the circumstances, if as a result of mental or physical illness the employee is rendered incapable of the proper ongoing performance of their duties under this employment agreement.
- b) Before taking any action under this clause, the employer shall require the employee to undergo a medical examination by a registered medical practitioner. The employer shall take into account any reports or recommendations made available to the employer as a result of that examination and any other relevant medical reports or recommendations that the employer might receive, or which may be tendered by or on behalf of the employee.

24. Redundancy

- a) A position may be declared redundant where:
 - i) There is insufficient work, or
 - ii) There is insufficient finance, or
 - iii) There is an organisational restructuring which affects the job content of the position
- b) In the event that the position is likely to be declared surplus to requirements, the employer shall consult with the employee before any final decision is taken. If a decision is taken to declare the position redundant, two month's notice of termination will be given during which time options such as re-deployment, training assistance etc will be explored.
- c) The employee shall be entitled to reasonable time off during the notice period for the purpose of counselling and job search. Both parties shall use their best efforts to obtain suitable alternative employment for the employee during the notice period.
- d) Redundancy compensation shall not be payable where an alternative position is available on the same terms and conditions of employment, in the same or similar location and with similar duties, which the employee elects not to take.
- e) Employees who are made redundant and are not redeployed shall be entitled to redundancy compensation calculated on the following basis: Four (4) week's salary for the first complete year of service as [Position Title](#) plus two week's salary for each subsequent complete year of service, up to a maximum of twenty-six (26) week's salary.

25. Protection of employees affected by a transfer of business

- a) The employee is entitled to the protections set out in the following provisions.
- b) If the employer enters into negotiations for the sale or transfer of all or part of its business (including an agreement to contract out part of its business), it will, where reasonably practicable, request that the person acquiring the business (the "new employer"):

- i) employ any employees whose positions would be made redundant by the sale or transfer (the “affected employees”) on the same or similar terms and conditions of employment; and
- ii) agree to treat the affected employees’ employment as continuous.
- c) The employer will, within a reasonable timeframe, advise the affected employees about the transfer process and the terms of any offer of employment by the new employer.
- d) If the new employer does not offer to employ an affected employee, or if an affected employee decides not to transfer to the new employer, the employer will meet with the employee to discuss the employee’s entitlements and options under this agreement, including any redeployment options.
- e) If the new employer offers to employ an affected employee on the same or similar terms and conditions of employment, and to treat the employee’s employment as continuous, the employee will not be entitled to redundancy compensation from the employer.
- f) To avoid doubt, these provisions do not limit or affect any other provision that provides that redundancy compensation is not payable.

26. Abandonment of employment

- a) If the employee is absent from work without notification to the employer for more than three (3) consecutive working days, and without good cause, the employee shall be deemed to have abandoned their employment. The employee’s employment agreement shall terminate accordingly on the expiry of the third working day or on the expiry of such further period of grace as the employer in their discretion may allow.
- b) This clause shall be read subject to the employee’s right to resort to the personal grievance procedure referred to in this employment agreement.

27. Confidentiality

The employee shall not at any time or for any reason, whether during the term of this employment agreement or after its termination, use or disclose to any person any confidential information relating to the affairs or records of past and present employees, Courts of the Church and related groups and members of the Presbyterian Church except as may be reasonably necessary to enable the employee to fulfil their obligations under this employment agreement. This clause shall not apply to information that has entered the public domain other than as a result of a breach of this clause by the employee.

28. Use of email and internet

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.

29. Employment relationship problems

Schedule II of this employment agreement contains the Employment Relationship Problems Notice required by section 65 of the Employment Relations Act 2000.

30. Disputes procedure

Disputes about the interpretation, application or operation of this employment agreement shall be resolved in accordance with Part 10 of the Employment Relations Act 2000.

31. Conflict of interest

For the duration of employment the employee shall not enter into any contracts, agreements, business interests and/or activities which may conflict with the interests of the Presbyterian Church or which may impair the employee's ability to undertake their normal work to the full satisfaction of the employer.

32. Privacy obligations

The employer and employee shall comply with the obligations set out in the Privacy Act 1993

33. Indemnity

The employer shall indemnify the employee against all actions, proceedings, claims, and demands made or brought against the employee by any third party arising out of the performance by the employee of their obligations under this employment agreement other than those arising out of recklessness or wilful neglect on the part of the employee or the wilful failure by them to carry out any lawful instruction of the employer.

34. Variations

No variation or waiver of this employment agreement or of any one or more of the terms of this employment agreement shall be effective or binding on either the employer or the employee unless it is in writing signed by both parties.

35. Completeness

This individual employment agreement constitutes a full record of the Individual Employment Agreement entered into between the parties.

36. Employee's acknowledgement

The employee acknowledges that they have read and understood the foregoing conditions of employment

.....
Employer Title on behalf of the Employer

.....
Employee

.....
Date

SCHEDULE I: JOB DESCRIPTION

SCHEDULE II: EMPLOYMENT RELATIONSHIP PROBLEMS NOTICE

This notice explains the procedure should there be an employment relationship problem with your employer.

An employment relationship problem is defined as follows:

- a dispute;
- or any problem relating to or arising out of the employment relationship;
- or a personal grievance.

A *dispute* means a dispute about the interpretation, application or operation of an employment agreement. Disputes are resolved in accordance with the process provided in Part 10 of the Employment Relations Act 2000.

A *personal grievance* is defined as follows:

- where you, an employee, have been unjustifiably dismissed;
- where your employer has unjustifiably altered one or more of the terms and conditions of your employment which is to your disadvantage;
- where you feel that you have been discriminated against by your employer;
- where you feel that you have been sexually harassed by your employer;
- where you feel that you have been racially harassed by your employer;
- where you have been the subject of duress in respect of you belonging or not belonging to a union or employees' organisation.

If you, as an employee, have a personal grievance with your employer then you must raise the matter with your employer **within a period of 90 days** from:

- the date on which the action alleged to be a personal grievance occurred;
- or the date on which the action came to your notice.

The way that a personal grievance is raised with the employer is by the employee making the employer aware of the personal grievance.

The employer may, if they wish, consent to a personal grievance being raised after the expiration of the 90-day period. If your employer does not consent to the personal grievance being raised in these circumstances, then you can apply to the employment Authority for permission to raise the personal grievance outside the 90-day period.

SCHEDULE III: PERFORMANCE MANAGEMENT GUIDELINES FOR THE MANAGEMENT TEAM

1 SETTING THE STANDARD

- 1.1 Once the best applicant for the job has been appointed, and the employee commences work, performance must be monitored.
- 1.2 Monitoring involves evaluation against standards. Those standards must be set at the start of the employment, and reviewed as necessary from time to time.
- 1.3 To avoid doubt, the successful applicant should sign the job description when accepting an offer of employment to confirm they have read and understood the requirements of the role they are undertaking.
- 1.4 The job description will establish the tasks to be performed. It may indicate goals which must be achieved. Goals, targets and the required standard should be:
 - 1.4.1 As specific as possible;
 - 1.4.2 Relevant to the genuine needs of the business;

- 1.4.3 Fair in terms of the employee's skills and experience;
- 1.4.4 Consistent with what is expected of other employees;
- 1.4.5 The result of sensible planning;
- 1.4.6 Readily achievable (not impossible);
- 1.4.7 The subject of consultation and, wherever possible, agreement.
- 1.5 Ensure the employee's skills and experience is up to the task.
- 1.6 During the appointment process the training needs of the prospective employee should be identified to ensure they transition easily into the role.
- 1.7 The training period is not the same as a probationary period.
- 1.8 During the training period, the employee is still expected to demonstrate competence in the role commensurate with the level of skill and experience indicated in their application for the role.
- 1.9 A probationary period is used in special circumstances where an employee cannot demonstrate past experience in a particular of role.
- 1.10 Provide administrative support and resources for the job.
- 1.11 Ensure all new employees are given a copy of these guidelines as a part of their induction.

2 WHEN TO WORRY

- 2.1 As soon as there are signs of a problem. Do not put it off or delay.
- 2.2 Discreetly monitor and observe to get a feel for the likely cause(s). If it is an obvious failure to provide guidance, training, support or resources, remedy it.
- 2.3 Ensure your expectations are reasonable – refer to sections 1.7 – 1.10 for guidance and do not automatically assume it is the employee's 'fault'.
- 2.4 Raise the issue with the employee as soon as possible. If it is a small drop-off for an otherwise good performer, a quiet, friendly chat may be sufficient. If not, do not just wait and see. Arrange a meeting as soon as possible.

3 PROCEDURE

- 3.1 Correct procedure is crucial. Get it right. Get advice if in doubt.
- 3.2 Tell the employee you wish to arrange a meeting to discuss a performance issue. Give a basic description of the issue. Do not be drawn into revealing all in a public place before you are ready.
- 3.3 Advise the employee that this is a performance management issue and that this is different from the annual performance review that all employees undergo for development and salary purposes.
- 3.4 Provide a copy of these performance management guidelines to the employee to ensure they are aware of the process to be followed.
- 3.5 Tell the employee that if they wish they may bring a representative or support person.
- 3.6 Hold the meeting at a mutually agreed time and place that ensures the privacy of the employee as well as being considerate of work and family commitments. The employee must be paid for the time.
- 3.7 Take notes or have a note-taker. Ensure the employee is provided a copy of the minutes and asked to confirm their accuracy.
- 3.8 Ensure both the meeting and its outcomes (including minutes or any other documents or reports) remain confidential.
- 3.9 Give a clear, calm account of the performance issue. Indicate specific instances of concern. If there are complaints (customers or staff), give details including copies if in writing. Identity of staff should not be revealed if the informant has requested confidentiality. Managers and supervisors should not be concerned about being identified – it is part of their job to evaluate and report on staff performance.
- 3.10 Invite response and explanation. Listen. It must be a genuine opportunity for the employee and/or their representative to respond.
- 3.11 Allow adjournments for appropriate time for both parties to gather information, formulate responses or seek advice.
- 3.12 Formulate a corrective action plan. It should:
 - 3.12.1 Be the result of considered discussion of issue(s) and cause(s);
 - 3.12.2 Be agreed to;
 - 3.12.3 Be specific;
 - 3.12.4 Set goals;

- 3.12.5 Set a reasonable timeframe for improvement;
- 3.12.6 Indicate what standard will be sufficient;
- 3.12.7 Detail actions, support, resources or training needs to be met by the Presbyterian Church and who is responsible for this;
- 3.12.8 Include regular monitoring in the form of meetings and feedback over the specified timeframe. Be upfront where the employee's performance continues to be unsatisfactory – there should be no surprises if employment is later terminated due to non-performance;
- 3.12.9 Give a procedure for evaluating progress at the end of the timeframe.
- 3.13 Timeframes must be appropriate for and reasonable within the context of the tasks required; months rather than days or weeks.
- 3.14 Give a first warning. Make it clear that significant improvement **must** occur otherwise a final warning will be given. If improvement is not achieved, disciplinary action (including dismissal) is likely to result.
- 3.15 Keep a record and copy to the employee's file. This includes notes from formal and informal meetings and telephone calls, emails and the details of outcomes such as training events etc.
- 3.16 Ensure appraisals and job references (if ever given) are consistent with actual performance. Be honest but fair.

4 WARNING

- 4.1 To avoid doubt, be explicit to the employee that continued failure to improve may result in disciplinary action, including dismissal.
- 4.2 A first warning can be verbal, but some note should be kept even if just a diary note. It can be destroyed later (12 months is usual).
- 4.3 Warnings must be carefully framed. Target the area of poor performance, rather than pin-pointing a specific action.
- 4.4 Subsequent failures **must** be of the same nature as the earlier warning otherwise a new 'first' warning must be given.
- 4.5 A warning should have a time limit. For example:
"This is a final warning. It will remain in force for 12 months, after which time it will expire. This record will then be removed from the file and destroyed."
- 4.6 If the giving of the warning, or other actions connected with it, is challenged seek advice before proceeding or relying on the warning (to discipline or dismiss).

5 THE LAST RESORT

- 5.1 If adequate time has been given, appropriate support, counseling, training and resources provided, and performance has not significantly/sufficiently improved, further action is required.
- 5.2 If a final warning has been given and not heeded, call a meeting to discuss. Advise in advance that it is a disciplinary meeting, that dismissal may be an option and that the employee is encouraged to have representation.
- 5.3 Give adequate notice and observe the steps in section 3 above.
- 5.4 Advise the employee of the following:
 - 5.4.1 The performance issues to be discussed at the meeting;
 - 5.4.2 The process thus far (meetings, training etc);
 - 5.4.3 Specific examples of how you believe the performance has failed to meet the required standard(s) during the performance management process.
- 5.5 Give a genuine and reasonable opportunity for the employee and representative to respond. They must be:
 - 5.5.1 Fully informed;
 - 5.5.2 Allowed to confer in private;
 - 5.5.3 Listened to without interruption;
 - 5.5.4 Give appropriate adjournments if necessary.
- 5.6 Consider fairly and with an open mind what has been said. Taking an adjournment to consider is generally necessary.
- 5.7 After consideration of the employee's response, advise the employee of your decision as to whether or not you have accepted their response to your provisional view that the performance was inadequate and changed your mind, or that you remain of the

same view that it is not up to the requisite standard(s). Then, unless you conclude that performance has reached a level that no longer requires monitoring and the process has achieved the desired improvement, advise the employee of your provisional view on the way forward and seek feedback on that proposed outcome. Outcomes might range from extending the monitoring process, through changing the process in some other way, to dismissal. If your provisional view is dismissal be clear about that, and if you have any preliminary views on notice - working out or pay in lieu - express those in a preliminary fashion too. Provide opportunity for further adjournment for the employee and representative to consider these views and respond on the issues relating to outcomes after making it clear that you have not yet reached any final determination.

- 5.8 Resume the meeting in accordance with section 3 and consider any new submissions. You will need to decide whether to modify the provisional decision and advise the employee and their representative of your final decision.
- 5.9 If you decide to terminate employment, refer to the specific notice and exit provisions in the employee's employment agreement. The employee should be permitted to work out their notice period unless it is genuinely inappropriate, or the employee wishes to leave sooner and this is not too inconvenient for the employer. Notice is then paid in lieu.
- 5.10 Have notes of the meeting typed up and seek the employee's confirmation of accuracy. Do not destroy handwritten notes.
- 5.11 Prepare a letter confirming dismissal and final pay. This letter must not be prepared earlier in the process.
- 5.12 Keep proper records including copies of diary entries, minutes and notes, letters, the employment agreement, complaints and warnings. After 12 months the complete file may be archived in accordance with Presbyterian Church policy.

6 RESIGNATION DURING A PERFORMANCE MANAGEMENT PROCESS

- 6.1 Where an employee resigns during a performance management process it is important to immediately ascertain their reasons for resigning to ensure they do not feel under pressure to do so (i.e. constructive dismissal).
- 6.2 Advise the employee in writing that you cannot accept their resignation until you have met with them, and their representative, to discuss their reasons for resigning. You should also advise that it was not your intention for them to resign.
- 6.3 Arrange a meeting in accordance with section 3.
- 6.4 Meet with the employee and their representative and set out the following:
 - 6.4.1 The performance issues and the process to date;
 - 6.4.2 That the purpose of the process is to give the employee the opportunity to improve their performance so that they meet the requirements of the job;
 - 6.4.3 Your desire to see the employee meet the requirements of the job;
 - 6.4.4 That it is not your intention, implied or otherwise, to pressure the employee into resigning;
 - 6.4.5 That you will allow the employee to withdraw their resignation notice.
- 6.5 Listen to the employee's reasons for resigning – be alert to indicators of stress or that they feel under pressure to resign.
- 6.6 Where it is apparent that the employee is under stress make sure they are aware of the Presbyterian Church's Employee Assistance Programme and encourage them to use it.
- 6.7 Where the employee will not withdraw their resignation notice, you may choose to offer a grace period where they may withdraw at a later time where you suspect they still feel pressure to resign. Advise the employee of this period of time and ensure it is noted in the minutes.
- 6.8 Where the employee will not withdraw their resignation notice and you are satisfied they do not feel pressure to resign you may accept their resignation at this stage.
- 6.9 Once you have accepted a notice of resignation, refer to the specific employment agreement provisions to ensure they are complied with. The notice period begins from the date the employee first advised of their intention to resign.
- 6.10 At the conclusion of the meeting write up the minutes and ask the employee to confirm their accuracy. In the event the employee later claims constructive dismissal

the minutes may be called upon to show it was not the employer's wish that the employee resign.