

INDIVIDUAL EMPLOYMENT AGREEMENT

Choose an item. Permanent

Between

**Employer Name**

(the Employer)

AND

**Employee Name**

(the Employee)

Permanent Individual Employment Agreement

All information in this Agreement are confidential between the two parties. This Agreement is an individual employment agreement made pursuant to S65 of the Employment Relations Act 2000, and will be binding on the following parties:

# **Employment Summary**

*This clause contains specific terms and conditions of your employment*

|  |  |
| --- | --- |
| Name | Click or tap here to enter text. |
| Employment Type | **Choose an item.** |
| Position title | Click or tap here to enter text. |
| Place of Work | **Click or tap here to enter text.** |
| Start Date | **Click or tap to enter a date.** |
| Manager | Click or tap here to enter text. |
| Hours per week(minimum) | Click or tap here to enter text. |
| Employees Normal Hours | Click or tap here to enter text. |
| Wages/Salary | Click or tap here to enter text. |
| Notice period | **Choose an item.** |

# **Previous Terms and Conditions**

* 1. This Agreement will supersede any previous agreement between the parties whether written or verbal that may have applied prior to the signing of the Agreement.
1. **Term of Employment**
	1. Following the satisfaction of pre-employment conditions, this Agreement will commence on the date outlined in the Employment Summary and will continue until terminated by either party.
	2. If pre-employment conditions are not satisfied before the date outlined herein, the parties will mutually agree on a commencement date once conditions are met.
2. **Essential Terms for Employment**
	1. The Employee agrees that it is an essential term of this Agreement that any representation or statement made to the Employer when applying for this position was true and complete and the Employee disclosed every matter which might materially influence the Employer’s decision to employ the Employee.
	2. This employment is only valid on the basis of the Employee’s legal entitlement to work in New Zealand and the ability to produce evidence of the same on request.
	3. Where the Employee requires a work permit under the provisions of the Immigration Act 2009 they must:
		* Provide the Employer with evidence that they hold a valid New Zealand work permit before beginning to work for the Employer;
		* Continue to maintain a valid work permit while working for the Employer.
		* Immediately notify the Employer if their work permit is revoked or expires.
	4. The Employee is required to maintain appropriate qualifications, registrations, licences, affiliations, certifications, memberships, and any industry standards that are necessary requirements for the performance of the role. In the event that the Employee no longer meets the requirements of the role, on either a temporary or permanent basis, they must notify the Employer promptly.
	5. The Employee agrees that if the Employer determines that these essential terms have not been met or the Employee is in breach, the Employer may terminate the employment relationship.
3. **Place of Work**
	1. The Employee will perform their duties at the business premise specified in the Employment Summary and at any other reasonable location within the Insert name of region region to which they may be directed from time to time by the Employer.
	2. If there is agreement for the Employee to work remotely, such as from their place of residence, the Employee accepts that at all times they are responsible for ensuring that their remote work environment meets the requirements of the Employer’s policies.
4. **Reporting**
	1. The Employee will report to the manager listed in the Employment Summary or any other person designated from time to time by the Employer.
5. **Position and Duties**
	1. The Employees duties and responsibilities are set out in the job description attached to this Agreement in **Schedule One**.
	2. The Employee may be required from time to time to perform any other duties within their capabilities in addition to those in the Schedule, should the need arise.
	3. The Employees duties include carrying out all instructions the Employer asks them to do (provided the instructions are lawful and reasonable).
	4. The Employer and Employee may agree to change the job description after a discussion in good faith. However, if substantial changes to the job are proposed, this must be done through a restructuring process.
6. **Hours of work**
	1. The Employer will guarantee the minimum number of hours outlined in the Employment Summary.
	2. The Employer may offer more hours, and the Employee can decide whether to accept the offer of extra hours.
	3. The Employer has the right to change hours of work to meet operational requirements and the Employee may be asked to work outside of these hours in line with operational requirements. The Employee will be remunerated for any overtime hours at the normal hourly rate.
	4. Both parties recognize that the employee’s hours of work are governed by the weather conditions, seasonality and day-to-day demands of the Racing Industry. The parties agree that the employee’s hours of work will be as many as necessary to fulfil the requirements of the role, and daily start and finish times shall be determined by and/or varied at the employer’s sole discretion.
7. **Trial Period (include if you have less than 20 FTE employees)**
	1. Delete this clause or put Not Applicable if previously worked for you before in any capacity or you have 20 or more FTE employees at this person’s start date or you are employing migrant workers.
	2. The first 90 days of employment is under a 90 day trial period, beginning on the first day of employment outlined in the Employment Summary.
	3. During the trial period, the Employer may dismiss the Employee. Notice must be given within the trial period. Depending on how long the notice period is, the last day of employment may be before, at, or after the end of the trial period.
	4. During the trial period, the Employers normal notice period does not apply. Instead, either the Employee or the Employer may end the employment relationship by giving xxx days/weeks’ notice, which maybe paid in lieu of it being worked at the Employer’s discretion. In the event of serious misconduct, termination will occur in accordance with the termination clause in this Agreement.
	5. If dismissed during the trial period, the Employee cannot bring a personal grievance or other legal proceedings about the dismissal. They may still bring a personal grievance if they feel the Employer has treated them unfairly for other reasons, eg discrimination, harassment or unjustified disadvantage.
	6. During the trial period, the Employer and Employee must treat each other in good faith. This includes ensuring both parties endeavour to do their best during the trial period.

**PROBATIONARY PERIOD (include if you have more than 20 employees)**

* 1. The first three months of employment are covered by a probationary period, beginning on the first day of employment outlined in the Employment Summary.
	2. At the end of the probationary period the Employer may confirm the Employees status as permanent staff, or extend the probation period for such further period as the Employer considers necessary in the circumstances.
	3. The Employer will provide guidance and feedback during the probationary period and ensure the Employee is given reasonable opportunity to perform well in the role. If at the end of the probationary period the Employer considers that the Employee has failed to carry out their duties, they may terminate the employment relationship following a fair and reasonable process.
1. **Remuneration**
	1. The Employee will be paid the hourly rate/salary outlined in the Employment Summary. For those remunerated hourly, the number of hours paid will be in accordance with timesheets submitted on a Insert daily or weekly basis. For those remunerated by salary, payment will be in accordance with your agreed salary.
	2. *Hourly workers* *Any overtime hours will be remunerated at the Employees normal hourly rate in the Employment Summary.*
	3. *Salary workers No other payment for hours of work outside the agreed minimum hours will be made on the basis that the salary is commensurate with the job and flexibility in working hours is expected.  Any extra hours needed to be worked will be expected to be performed without additional recompense unless special arrangements are agreed in advance with your Manager. The Employee must keep a record of any hours worked in excess of their normal hours and submit this on a Insert daily or weekly basis.*
	4. Payment will be made by direct credit to the Employee’s nominated New Zealand bank account weekly/fortnightly/monthly on a (Day of the week wages are paid).
	5. The Employer will make compulsory contributions to an eligible Employee’s KiwiSaver scheme as required, currently at a rate of 3% on top of their salary or wage.
	6. The Employee must decide how much their own contributions will be (3%, 4%, 6%, 8% or 10%) and the Employer will deduct this from their pay. If the Employee does not specify this, the default rate is 3%.
	7. The Employer will pay ESCT (Employer superannuation contribution tax) and any other applicable taxes.
	8. The Employee can opt out of KiwiSaver between 14 and 56 days after their first day of employment.
2. **Tools of the Trade**
	1. The Employee has a responsibility to ensure that the Employer’s tools and equipment are used for the purpose for which they were intended and that they are stored securely, maintained properly and otherwise in accordance with the directions of the Employer.
3. **Rest and Meal Breaks**
	1. The Employee is entitled to paid rest breaks and unpaid meal breaks based on the number of hours worked. Rest breaks are Insert break time and meal breaks are a maximum of xx minutes. Breaks will be taken at times agreed to by the Employer and Employee allowing for flexibility to cover operational requirements.
4. **Leave Entitlements**
	1. Annual Holidays
		1. The Employee will accrue four weeks annual holidays per year, pro-rata in accordance with the provisions of the Holidays Act 2003 and its amendments.
		2. All annual leave shall be taken at a time mutually convenient to the employee and the employer. Unless otherwise agreed with the employer, all annual leave should be taken within 12 months of gaining entitlement. If no mutual agreement is reached then the employer shall give the employee at least fourteen (14) days notice of the requirement to take this leave.
		3. The Employer may, at its sole discretion, allow the Employee to take annual holidays in advance, but if employment is terminated by either the Employee or the Employer, the Employer will be entitled to deduct from any money owing to the Employee an amount equal to the holiday pay paid in advance.
		4. The Employee agrees to have their annual holidays paid in the regular pay cycle.
		5. Where the Employee qualifies for Family Violence Leave and this occurs as a scheduled annual holiday is about to commence or whilst they are on annual holidays, the Employee can take Family Violence Leave entitlement for all or part of the period of the Family Violence Leave.
	2. Public Holidays
		1. Where a public holiday falls on a day that would otherwise be a working day for the Employee and the Employee does not work on that day the Employee will be paid the daily rate entitlement in accordance with the Holidays Act 2003 and its amendments.
		2. Where a public holiday falls on a day that would otherwise be a working day for the Employee, and the Employee is directed to work on that day:
		* The Employee will be paid time and a half for their hours worked on the Public Holiday.
		* The Employee will also be granted an alternative day holiday.
			1. Where a public holiday falls on a day that would not otherwise be a working day for the Employee, and the Employer has requested the Employee to work on that day, the Employee will be paid time and a half of the hourly rate of pay for the number of hours actually worked. No alternate day will be due.
		1. In the event of either Christmas Day or Boxing Day, New Years Day or 2nd January falling on either a Saturday or Sunday, those public holidays shall be treated as follows:
5. If the public holiday falls on a Saturday or a Sunday, and one or both of those days would otherwise be a working day for the employee, then the public holiday shall be observed and treated as falling on that day.
6. If the public holiday falls on a Saturday and the day would not otherwise be a working day for the employee, the public holiday shall be observed and treated as falling on the following Monday.
7. If the public holiday falls on a Sunday and the day would not otherwise be a working day for the employee, the public holiday shall be observed and treated as falling on the following Tuesday.
	* 1. Holidays Observed are: New Year’s Day and New Years Day Holiday, Anniversary Day, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign’s Birthday, Matariki, Labour Day, Christmas Day, Boxing Day in any year and any other day or days which may from time to time be proclaimed as public holidays or added as a public holiday in legislation.
	1. Sick Leave
		1. The Employee is entitled to sick leave in accordance with the Holidays Act 2003 and its amendments.
		2. The Employee is entitled to take sick leave for when they are personally sick or someone in their dependent care is sick.
		3. The Employee must tell the Employer as soon as possible before their shift is due to start if they are unable to work due to being sick. If for some exceptional circumstance they cannot contact the Employer prior to the shift starting, they must endeavour to do so as soon as possible.
		4. The Employee can accumulate up to 20 days sick leave.
		5. The Employer may request a medical certificate after three working days at the Employees expense.
		6. The Employer may request a medical certificate within three working days, at the Employers expense.
		7. Sick leave is not paid to the Employee at the end of the employment relationship.
	2. Bereavement Leave
		1. The Employee is entitled to Bereavement Leave in accordance with the Holidays Act 2003.
		2. The Employee is entitled to three days Bereavement Leave in the event of the death of an immediate family member (eg parents, child (including by miscarriage or still birth), partner or spouse, grandparents, grandchildren, sibling, spouses/partner’s parent.
		3. The Employee is entitled to up to one day’s bereavement leave after the death of another person if the Employer deems the Employee has suffered a bereavement.
		4. The Employee is required to inform the Employer of any bereavement as soon as practicable and inform them who has died and the dates they wish to be away from work. The Employer will endeavour to make a decision as quickly as possible.
	3. Family Violence Leave
		1. The Employee is entitled to Family Violence Leave in accordance with the Holidays Act 2003 and its amendments. The Employee is required to notify the Employer of their absence due to Family Violence Leave as early as possible before they are due to start work on the day that leave is to be taken; or if that is not practicable, as early as possible after that time.
		2. The Employee is entitled to take Family Violence Leave for themselves or in the event of someone in their dependent care experiencing or experienced Family Violence.
		3. If the Employee is affected by Family Violence they (or someone on their behalf) can request a maximum two-month variation to their working arrangements to deal with effects of Family Violence. The Employer will respond within 10 working days following a variation request and we are entitled to ask for proof of Family Violence and can refuse the request on the grounds set out in the Employment Relations Act 2000.
		4. The Employee may be required to provide proof before payment of Family Violence Leave.
	4. Parental Leave
		1. The Employee can take parental leave in accordance with the Parental Leave and Employment Protection Act 1987
	5. Other Leave
		1. The Employee can make a request to the Employer if they wish to take any other form of leave. The Employer will make the decision based on the information provided and will decide whether the leave is paid or unpaid.
		2. The Employee may make a request for unpaid leave, which will be approved or denied on a case by case basis at the Employer’s sole discretion.
8. **Policies, Procedures and Guidelines**
	1. The Employer may have policies and procedures that relate to the Employee's job. The Employer will make the Employee aware of the policies and procedures and will make sure they are available to the Employee. The Employee must always be familiar with these and follow them at all times.
	2. The Employer may introduce new policies or procedures, or change or cancel existing ones, but must give reasonable notice of any changes.
	3. Failure to comply with policies, procedures, guidelines or reasonable instructions from the Employer may result in disciplinary action including termination of employment.
	4. In the event of a conflict between the terms of this Agreement and the policies, rules and procedures, the terms of this Agreement will have precedence.
9. **Variations**
	1. The terms and conditions of this Agreement may be varied at any time during its currency by mutual agreement evidenced in writing and signed by the parties.
	2. If there are any such variations, the Employer will prepare a written record of them, and once signed by both parties, the record will become part of this Agreement during its term.
10. **Employer Obligations**
	1. The Employer will act as a good Employer in all interactions with the Employee and any representative. The Employer is committed to equitable and proper treatment of our Employees in all aspects of employment. The Employer will provide appropriate resources, a safe work environment, feedback and support for the Employee to enable them to fulfil the requirements of the position they hold.
11. **Employee Obligations**
	1. In discharging duties and exercising power as an Employee, the Employee agrees to:
* Comply with all reasonable and lawful instructions provided by the Employer
* Perform the duties with all reasonable skill and diligence
* Conduct the duties in the best interests of the Employer and the employment relationship
* Deal with the Employer in good faith in all aspects of the employment relationship
* Comply with all policies and procedures implemented by the Employer
* Take all reasonable practicable steps to perform the job in a way that is safe and healthy for themselves and fellow Employees, contractors, visitors and customers.
1. **Deductions from Salary/Wages**
	1. The Employee consents and agrees that the Employer may make deductions in the event of:
* Any compulsory deductions as notified to the Employer by any Government department
* Overpayment to the Employee
* Other reasons provided the Employee is, prior to the deduction being made, advised in writing of the amount to be deducted and the reason for the deduction.
	1. Where requested by the Employee, the Employer will deduct from their salary/wages any agreed amount for matters and pay the amount to the organisation specified by the Employee.
	2. If at the end of the employment relationship the Employee owes the Employer money (for any reason), the Employee agrees that this can be deducted from their final pay.
1. **Health and Safety**
	1. The Employer and Employee will meet their obligations under the Health and Safety at Work Act 2015.
	2. The Employer’s duties include:
* providing and maintaining a safe working environment for Employees and others in the workplace
* 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.
	1. 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.
	2. 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.
	1. 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.
	2. The employee agrees to participate in any health monitoring activities required by the employer, as part of the employer’s ongoing health and safety policies and procedures. This may include testing for use of drugs and/or alcohol in the workplace, in accordance with the employers policies and procedures; lung function tests, and any other similar health surveillance activities, adopted by the employer to monitor and safeguard the health and safety of its workforce.
	3. The employee agrees to undergo a medical examination if required by the employer, by an appropriately qualified practitioner of the employer’s choosing and at the employer’s expense, in support of any claim for leave or compensation arising from a work injury. The employee consents to the employer seeking and the practitioner providing, a report as to the nature and origin of the employee’s injury, their suitability for work including alternative duties, if available, and for the purposes of considering appropriate rehabilitation.
	4. Failure to follow reasonable health and safety rules may be considered serious misconduct.
1. **Personal Protective Equipment**
	1. The work being done by the Employee may involve risks to their health and safety from time to time for which personal protective equipment (**PPE**) must be used or worn.
	2. The Employer will provide (if and when applicable) suitable PPE, as well as training and information about how it must be used or worn, where it is stored, and how it is maintained. All items provided by the employer must be worn by the employee at all appropriate times.
	3. The Employee must follow any conditions about its use laid down by the Employer.
	4. The Employee must take reasonable care at all times. They must use or wear PPE when appropriate. At all times, the Employee must follow the Employer’s health and safety policies and use safe and appropriate practices.
	5. Failure to use or wear PPE as instructed may be considered serious misconduct.
	6. All items issued to the employee by the employer shall remain the property of the employer and shall be replaced by the employer on the basis of fair wear and tear.
	7. Upon termination of the employee’s employment the employee shall return to the employer all items of clothing and equipment issued to «him» by the employer. Where any item is not returned the employer shall make a deduction from the employee’s final pay for the replacement cost of any such unreturned items.
	8. The Employee must maintain a high standard of personal hygiene when working.
2. **Drug & Alcohol Testing**
	1. To make sure the work environment is safe and healthy, the Employer may carry out drug and alcohol testing in the following situations:
* At random times if the Employee works in a safety-sensitive area or role.
* After an incident or near miss in which someone was or could have been injured.
* If the Employer believes a reasonable cause exists, e.g. if an Employee’s actions, appearance or behaviour suggest they may be under the influence of alcohol or drugs.
* A reliable external agency will carry out the testing.
	1. The Employee agrees to:
* not be impaired or potentially impaired by drugs or alcohol when at work, travelling for work or representing the Employer
* be tested for drugs or alcohol if asked
* follow the testing procedures and not tamper with, or try to tamper with, the test or its results
* agree to the results being given to the Employer.
	1. If the Employee does not meet any of these requirements, refuses or fails to undergo a test this might be considered serious misconduct.
1. **Accident and Incident Reporting**
	1. The Employee must promptly report all work accidents/injuries to their Manager on the day they occur, unless prevented by exceptional circumstances.
	2. Accident/Incident reports must be completed at the earliest possible time after the incident, usually within 24 hours, no matter how minor or serious. An internal follow up or investigation will then proceed.
2. **Medical Examination**
	1. At any time during the Employee’s employment, the Employer is entitled to require the Employee to undergo a medical examination at the Employer’s cost, by a registered medical practitioner nominated by the Employer.
	2. The Employee agrees that the resulting medical report may be used by the Employer solely for the purposes of determining fitness or otherwise for work.
3. **Internet and Email Use**
	1. The Employee may have access to email and the Internet in the course of their employment. The Employee will ensure that at all times their use of email and Internet facilities at work meets the ethical and social standards of the workplace.
	2. 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 will also comply with all email and Internet policies issued by the Employer from time to time.
4. **Privacy**
	1. The Employer may collect personal information from a range of sources (ie the Employee, GPS from work vehicles, CCTV, Government Departments) about the Employee during the course of the employment relationship for purposes relating to the employment relationship.
	2. The Employer may, from time to time, share the Employee’s personal information (including, but not limited to, the Employee’s duties and salary details) with third parties including but not limited to Accident Compensation Corporation or Inland Revenue Department.
	3. The Employer may transfer the Employee’s personal information to any parent or related entity for the purpose of enhancing the efficiency of the Employer’s human resource system or to meet its business or operational needs.
	4. The Employer agrees to ensure that all personal information is handled, stored, monitored and secure as applicable with the Privacy Act 2020.
	5. The Employee at any time may request access to the information held and request the information be corrected.
	6. The Employee agrees to uphold the Employer’s privacy obligations and keep confidential information private.
5. **Social Media**
	1. The Employee understands that they cannot post images or words regarding the work of the Employer on Social Media without the sole permission of the Employer.
	2. The Employee agrees that the Employee will not make any statement or post information in any forum on social media which may be relating to the Employer.
6. **Promotional Material**
	1. The Employee authorises the Employer to use their photograph, video images, name and/or profile for promotional and similar purposes pertaining to the Employer.
	2. The Employer will be the exclusive owner of all photographs, video images, and text, including copyright therein, and the Employee understands they are not entitled to payment or any other compensation for the use of such material.
	3. The Employer will always use discretion when using the Employee’s image and/or profile and will not use it to discredit the Employee in any way.
	4. The Employee agrees to waive all personal rights to object to the use of their photograph, video images, name and/or profile in connection with any text or image of the Employer’s promotional material.
7. **Conflict of Interest**
	1. The Employee agrees that they have disclosed all known potential conflicts of interest. If the Employee becomes aware of any potential conflict between their interests and the Employer's business, or an issue with the potential to affect their work performance, they must immediately tell the Employer.
	2. The Employer and Employee will discuss the issue and work out together whether it is a real conflict of interest. The Employee must act on any reasonable instructions from the Employer about real conflicts of interest. If there is no other reasonable alternative, the Employee’s employment may be ended, following a fair and reasonable process.
	3. If the Employee is unsure as to whether a particular situation is or could be seen to be a conflict of interest, they should consult with the Employer prior to taking up the activity or interest in question.
8. **Confidential Information**
	1. In this clause our “confidential information” includes (without limitation):
* Clients and/or prospective clients;
* Business plans;
* Financial information;
* Marketing activities or plans;
* Employee remuneration and/or reward information;
* Anything marked confidential;
* Anything which by virtue of the nature of the information is confidential.
	1. The Employee will respect and protect the confidentiality of all the Employer’s confidential information, including information received during the course of the employment, or at any time subsequent to the employment.
	2. The Employee must not use and/or disclose to any person or on any medium any confidential information during the course of their employment and at any time after the employment relationship ends. This restriction will not apply to any disclosure previously authorised in writing by us, or in the public domain, or as required by law.
	3. During the term of employment and at all times thereafter, the Employee will maintain the confidentiality of the Employer’s business to which the Employee has access, except as otherwise directed by the Employer.
1. **Copy right and intellectual property**
	1. 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.
2. **Severability**
	1. If any clause no longer applies, e.g. if a court rules it invalid, the rest of the Agreement will remain in place. The employment agreement will continue as if that clause had not existed. If the Employment Relations Authority or the Employment Court changes a clause, their version of the clause will be used in the employment agreement.
3. **Disciplinary Procedure**
	1. In cases of serious misconduct, the employer shall have the right to dismiss the employee summarily. If, after following a fair process, the Employer concludes that the Employee has engaged in serious misconduct, the Employee may be dismissed without notice.
	2. Serious misconduct is behaviour that fundamentally compromises the Employer’s trust and confidence in the Employee. Examples of serious misconduct are included in Schedule Two of this Agreement.
4. **Suspension**
	1. The Employer may suspend the Employee on pay from work at any time for the purpose of conducting an investigation into any alleged conduct by the Employee. Examples include; alleged serious misconduct, an illness or injury that poses a serious health and safety risk.
	2. The Employer may decide to suspend without pay if an investigation is delayed because the Employee refuses to take part, or because of other reasons beyond the Employer’s control, eg waiting for a criminal trial to end or if the Employee produces a positive drug and/or alcohol test.
5. **Termination of Employment**
	1. Termination of Employment Notice
		1. Either party must give the notice of termination of employment as specified in the Employment Summary.
		2. The notice period may be changed by agreement between the parties. At the Employer’s discretion, any such period of notice may be waived or paid in lieu, and the Employee will not be required to work out this period of notice or directed to undertake reduced or alternative duties.
		3. Nothing in this Agreement prevents the Employer from ending the employment relationship without notice, or payment instead of notice, for serious misconduct or other reason provided for in this Agreement.
	2. Abandonment of Employment
		1. If the Employee is absent from work for more than 3 working days in a row, without prior approval or contacting the Employer and the Employer has made reasonable efforts to contact the Employee, the employment may be deemed terminated on the grounds of abandonment.
		2. The Employer will tell the Employee that they are deemed to have ended their employment. The employment will be deemed to have finished at the end of the last day the Employee worked.
	3. End of Employment Duties
		1. Upon termination of employment for any cause whatsoever, the Employee will deliver to the Manager to the satisfaction of their Manager/Team Leader, all records, property (including uniform), materials and equipment, relating to the business of the Employer which the Employee either has in their possession or has responsibility for or has under their control.
	4. Non-disparagement
		1. Both during and after employment is terminated, the Employee agrees they will not directly or indirectly make or cause to be made any disparaging comments or publish disparaging material:
6. About the Employer, its Employees, suppliers, customers or any other part associated with the Employer’s business.
7. That bring the Employer into disrepute
8. That discloses confidential information

For the avoidance of doubt this agreement includes all comments and publications made electronically, including comments posted in any social media web sites on any forum made from inside or outside New Zealand.

* + 1. This clause survives termination of the Employee’s employment.
1. **Employment Protection**
	1. 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.
	2. The Employer will negotiate with the new employer, including whether the affected employees will transfer to the new employer on the same or similar terms and conditions, and will use best endeavours to secure the new employer's agreement to offer employment to the Employee.
	3. Where the Employee either chooses not to transfer to the new Employer, or is not offered employment by the new Employer, the Employer will activate the redundancy provisions of this Agreement.
2. **Redundancy**
	1. Redundancy is when an Employee’s role is no longer needed.
	2. If after following a good faith restructuring process the Employee is made redundant, they will be given notice as set out in the Employment Summary. The Employee will not receive redundancy compensation or other redundancy entitlements.
3. **Business Interruption**
	1. The Employee understands and agrees that in the event of a natural disaster, workplace fire, flood, pandemic, weather event, war, closure due to Government and/or Government Body action, or other similar major event beyond the Employer's control, the Employer may use this clause to terminate the employment without notice or payment of notice or vary the Employee’s remuneration and/or hours of work without notice.
	2. The Employee acknowledges that in these events, this clause may be used to change the above conditions and will supersede other clauses within this Agreement.
	3. The Employer agrees to consider all reasonable options that prevent changes to the Employee’s employment before using this clause.
4. **Resolving Employment Relationship Problems**
	1. Wherever possible it is the aim of the Employer to resolve any employment relationship issues as quickly as possible. Therefore, if any employment issues arise, those should be raised with the Employer as soon as possible.
	2. If the matter is not resolved either party can seek assistance from the Ministry of Business, Innovations and Employment Mediation Service. If the issues are not resolved at mediation, they may be referred to the Employment Relations Authority.
	3. If the issue is a personal grievance, the Employee must present that grievance within 90 days of the event giving rise to the grievance, or, if the issue is related to sexual harassment, the Employee must present the grievance within 12 months of the event giving rise to the grievance, or after further time if allowed by the Employer or where the Employment Relations Authority grants an extension of time.D**eclaration**

 Insert Company Name, offer this employment agreement to Employee Name.

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

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

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

**Schedule 1 –Job Description**

**Schedule 2 - Misconduct**

**SERIOUS MISCONDUCT**

Serious misconduct may result in immediate dismissal. The following are examples only of what constitutes serious misconduct. This list is not intended to be exhaustive, and the Employer will determine whether offences are serious misconduct on an individual basis.

* Falsification of company records, including time keeping records and pre-employment information
* Refusal to carry out the reasonable and lawful instructions of the Employer or assigned work; walking off the job
* Falsifying of information on timesheets or any other employer records.
* Possession, sale and/or consumption of, or reporting to work under the influence of alcohol and/or drugs, bringing onto or consuming alcohol and/or drugs on work premises without the approval of the employer, or driving the employer’s vehicles under the influence of alcohol and/or drugs.
* Unauthorised possession and/or use of property and/or information of the employer, including any documents or electronic data of the employer or of the employer’s clients or of any other employee.
* Unauthorised possession, or wilful destruction, or defacement of company property; possession, destruction or defacement or defacement of the property of other Employees or clients without their consent
* Unauthorised interference with or possession of property (including theft) of the employer, the employer's employees or clients, agents and guests.
* Unauthorised access to or interference with the employer’s computer systems including deleting, wiping, altering, copying or damaging any parts thereof.
* Unauthorised absence from work
* Failure to use safety equipment or clothing provided by the employer or to observe health and safety rules or procedures or engaging in any activity which may endanger the safety of that employee or others including horseplay, practical jokes etc.
* Unauthorised or irresponsible use of fire protection or safety equipment
* Unauthorised disclosure of confidential or classified company information
* Failure to report a work-related accident or failure to ensure such accident is reported.
* Failure to report a workplace hazard or failure to ensure such hazard is reported.
* Causing wilful or careless damage to property or equipment belonging to the employer, its clients or other employees.
* Leaving the workplace during working hours or failing to report to the assigned workplace without the prior permission of the employer or without reasonable cause.
* Using offensive language or behaviour at the place of work.
* Fighting or assaulting another person at the place of work.
* Deliberate or careless acts adversely affecting stock.
* Misrepresentation of the employer or any action that undermines the employer’s relationships with its clients or brings the employer into disrepute.
* Any form of harassment, discrimination or bullying in the workplace including sexual and racial harassment.
* Smoking in any area prohibited by the employer’s policy.
* Failure to hold a current drivers licence and/or to carry current drivers licence with them at all times whilst driving a motor vehicle belonging to the employer on a public road.
* Gambling on the premises without management's consent
* Breaches of health and safety policies and procedures, or negligent behaviour impacting the health and safety of the workplace
* Activities resulting in the injury of another person, or damage to company or personal property
* Physical or verbal violence or threatening behaviour against any person on company premises, during work hours or while on company business
* Any actions that brings or has the potential to bring the Employers reputation into disrepute
* Deliberate actions affecting quality, safety or hygiene
* Acting recklessly, “skylarking”, or being grossly negligent
* Misrepresenting the company for personal gain
* Failure to account for cash; failure to follow the correct company sales procedures or procedures for the handling of cash
* Providing the Employers services, products or stock to anyone for free or below the required price
* Breach of security or confidentiality
* Any repetitive misconduct and/or any misconduct deemed serious enough by the Employer

**MISCONDUCT**

Misconduct may result in discipline, and, if persisted with, subsequent dismissal on notice.

The following are examples only of what constitutes misconduct. This list is not intended to be exhaustive, and the Employer will determine whether offences are misconduct on an individual basis.

* Failing to comply with time recording procedures
* Abusive language and/or unacceptable behaviour to another person on company premises, during working hours or while on company business
* Misuse or unauthorised use of company property
* Leaving the assigned place of work without authority or being absent from work during work hours
* Posting of offensive or unauthorised materials relating to the company either internally or externally
* Failure to observe safety rules; working in an unsafe manner; failing to make proper use of safety equipment
* Breach of smoking and vaping workplace regulations
* Interfering with, or preventing, another Employee carrying out work functions
* Lateness or absenteeism, without notification or repeated behaviours
* Lack of application to assigned tasks; including wasting time and/or material, or sleeping at work
* Abuse of leave provisions, including notification requirements