Insert Date

**Private and Confidential**

Employees Full Name

Insert Address

Insert City and Postcode

Dear First Name

**Letter of Offer – Permanent Employment**

I am pleased to offer you permanent Choose an item. employment in the position of Position Title with Employer/Company Name (‘the Employer’) on the terms and conditions set out in this Letter of Offer and attached Individual Employment Agreement.

The anticipated commencement date is Start Date and, subject to the provisions of Agreement, will continue indefinitely.

The terms and conditions of your employment are outlined in your Individual Employment Agreement.

Please note that this offer of employment is subject to the outcomes of the following:

1. Both parties agreeing to the terms and conditions set out in this offer and the attached Individual Employment Agreement.
2. Any other pre-employment checks the Employer deems appropriate for the position which may include (but is not limited to), a criminal history check, drug and medical testing, and credit check.

If the results of any of these processes are unsatisfactory, the Employer may terminate the employment relationship in accordance with the provisions of your Individual Employment Agreement.

You are entitled to seek independent advice before you accept. Should you choose to accept this employment offer you will need to ensure that you sign and return the Employment Agreement to us within five days of the date of this offer letter. If we do not receive your acceptance by this time, this offer of employment will expire and no longer be valid.

If you have any questions regarding this offer or the Employment Agreement, please do not hesitate to contact Insert me or the contact persons full name on Insert Phone Number or Insert Email Address.

Yours sincerely

Insert Full Name

**Insert Job Title**



INDIVIDUAL EMPLOYMENT AGREEMENT

Choose an item. Permanent

Between

**Employer/Company Name**

(the Employer)

AND

**Employees Full 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 | Employees Full Name |
| Employment Type | Choose an item. |
| Position title | Position Title |
| Place of Work | Location of Work |
| Start Date | Start Date |
| Manager | Position title of Manager. |
| Hours per week  (minimum) | Minimum Hours Per Week |
| Employees normal hours | Employees normal hours |
| Wages/Salary | Wages per Hour or Salary per Annum |
| 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 Gisborne/East Coast region to which they may be directed from time to time by the Employer.
   2. The Employee may be required to travel overnight upon mutual Agreement.
   3. OR
   4. The Employee agrees to travel from time to time within New Zealand from time, including for an overnight stay.
   5. 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 Employee will work 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 potential operating hours from xxx to xxx each week, with normal operating hours of xxxx. Any rostered shifts will be between these work hours.
   4. The Employer has the right to change these hours 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.
   5. The Roster will be notified to you by Insert method of notification. The Employer will endeavour to have the roster prepared giving the Employee xx days/weeks notice , however this may vary in exceptional circumstances. Changes to the roster after publication will be discussed with you as necessary.
7. **Trial Period** 
   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 if this template is to be used for Accredited Employer Work Visa (AEWV)**
   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**

* 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. *For Employees remunerated by an hourly rate -* Any overtime hours will be remunerated at the Employees normal hourly rate in the Employment Summary. This clause does not apply to Employees remunerated by salary.
   3. *For Employees remunerated by salary -* 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.This clause does not apply to employees remunerated by wages.
   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. **Shift Cancellation** 
   1. Due to the nature of the Employers business, including the Employers limited ability to foresee events such as the weather and client cancellations, the Employer may cancel a shift for which the Employee is rostered.
   2. The Employer may cancel a shift and not require the Employee to attend work by giving (1-8) hours notice.
   3. If the Employer is unable to provide at least the agreed shift cancellation notice, the Employee will receive reasonable compensation of half-day for the cancelled shift.
   4. If the Employer cancels the shift without telling the Employee before the start of the shift and the Employee arrives to work, or cuts it short, the Employee will be paid as if they had worked the entire shift.
   5. If the Employee volunteers to go home early, the Employee will be paid for only their actually hours worked.
   6. OR
   7. In the event of changes to client needs or weather, the Employer may offer the Employee lawful and reasonable alternate duties. If the Employee chooses not to accept the alternate duties and volunteers to go home early, the Employee will be paid for only their hours actually worked.
3. **Tools of the Trade**
   1. The Employee must have their own tools of the trade to be able to perform their job. The tools and/or equipment to be supplied by the Employee are (can list or attach a schedule):
   2. 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.
4. **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.
5. **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. 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.
      3. The Employee agrees to have their annual holidays paid in the regular pay cycle.
      4. Where sickness, injury or bereavement occurs as a scheduled annual holiday is about to commence or whilst they are on annual holidays, the Employee can take sick leave or bereavement leave entitlement for all or part of the period of sickness, injury or bereavement rather than the Employee utilising annual holiday entitlement.
      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.
      2. 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.
   3. 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.
   4. 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.
   5. 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.
   6. Parental Leave
      1. The Employee can take parental leave in accordance with the Parental Leave and Employment Protection Act 1987
   7. 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.
6. **Annual Closedown** 
   1. The Employer may closedown all or part of its operations regularly once a year and require the Employee to take any annual holidays the Employee is entitled to during the period of the closedown, even where this requires the Employee to take leave in advance of the Employee’s entitlement.
   2. The Employer will provide the Employee with at least 14 days advance notice of the closedown.
7. **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.
8. **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.
9. **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.
10. **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. **Expense Reimbursements** 
   1. Subject to prior approval by the Employer, the Employee will be entitled to reimbursement by the Employer of all expenses reasonably and properly incurred by the Employee in the performance of their duties, provided the Employee produces appropriate receipts to the Employer when requesting reimbursement.
   2. The Employee will not expect reimbursement without prior approval by the Employer of the expense.
2. **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. **Uniform and Professional Presentation**
   1. The Employer may/will provide the Employee with a uniform that the Employee must wear while they are at work. The Employee is responsible for cleaning it and caring for it during the employment and returning it in a reasonable condition upon the ending of the employment relationship.
   2. The Employee agrees to present clean and tidy and in line with business operations.
   3. The Employee must maintain a high standard of personal hygiene when working.
2. **Training – check if need a training clause, check what requirements could be** 
   1. The Employer and the Employee together recognise the need for the Employee to maintain contemporary levels of knowledge for their position to help the business and the employee’s career development. The Employer will, from time to time, require the Employee to develop and enhance their skills and may require them to undertake training organised by the Employer.
   2. If training occurs outside of normal working hours, no payment will be made for time spent in attendance outside of normal working hours. Or all training hours will be paid at the Employee’s normal hourly rate.
   3. If the Employee undertakes agreed training, the Employer may meet some or all of the cost of work-related training. The Employee will, by way of this Agreement, be bonded for a period of two years from course completion.
      1. If the Employee leaves their employment, within one year from course/training completion date, they will be required to reimburse full costs (100%) of the costs incurred by the Employer for that training.
      2. If the Employee leave their employment within two years of training/course completion date, they will be required to reimburse 50% of the costs incurred by the Employer for that training.
      3. This clause applies to any training paid for by the Employer. If the Employee is ever unsure, they should first speak with the Employer to clarify whether the bond agreement applies to a specific training.
3. **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. This includes reporting any incidents of work related stress.
  2. 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.
   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.
2. **Vehicle Use**
   1. The Employee may be requested to use a vehicle for work, either your own or a vehicle supplied by the Employer. Vehicle use must be in accordance with **Schedule Two** of this agreement.

OR

* 1. The Employee may/will be provided a vehicle for work purposes, all expenses will be covered by the Employer, except those caused by misconduct or neglect of the Employee.

OR

* 1. The Employee will be provided a vehicle for work and reasonable personal use, all expenses will be covered by the Employer, except those caused by misconduct or neglect of the Employee.
  2. Reasonable personal use includes travel in the Gisborne region, trips outside of region need to be agreed with the employer and may be at the employees own expense. The Employee will need to keep a vehicle log of any personal use.

1. **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. **Covid Vaccination**
   1. The Employee warrants that they have received their full COVID vaccinations before their Start Date or will have completed their vaccinations within 1 month of their Start Date (unless exceptional circumstances exist). Proof of Vaccination is a requirement for this ongoing employment. Failure to produce proof of vaccination may result in termination of employment.
2. **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.
3. **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.
4. **Internet and Email Use**
   1. The Employee may/will 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.
5. **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.
6. **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.
7. **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.
8. **CCTV** 
   1. The Employer has CCTV operating in the vicinity of the workplace. CCTV is operating for the purpose of security, customer service improvements, health and safety, employment investigations, security, performance, theft.
   2. The Employee understands that CCTV may be reviewed for employment related purposes, including in response to customer complaints, suspicious or suspected behaviour. Where footage is used as part of an investigation the Employer will provide the Employee with this information and allow a genuine opportunity to explain or justify the conduct in question.
   3. CCTV will be secured, stored and monitored in accordance with the Privacy Act 2020.
9. **Technology**
   1. The Employer’s computer terminals, networks and electronic devices are able to be accessed by all staff that need to use technology in the course of their work. These are supplied for work purposes, and everything stored, saved and / or created on remains the property the Employer. The Employee must not delete, factory reset, or copy anything stored on the Employers computers, terminals, phones, tablets/iPads and/or computer networks without the Employer’s express prior permission.
   2. The Employee will deliver any of the Employer’s computer and devices to the Employer on request for the purposes of inspection at any time and on the termination of employment.
10. **Other Activities**
    1. The Employee is entitled to have secondary employment. However the Employee will not undertake other activities in their own time (or during work time) that impact or have the potential to impact on the Employee’s ability to safely do their role and affect the Employer’s business operations. This includes the Employee’s fatigue and ensuring they are safe, healthy and ready for work each day.
    2. The Employee will not undertake work for the Employer’s competitors or any business or person who may be considered a conflict of interest. If the Employee is ever unsure, they should first speak with the Employer before they engage in any other work.
11. **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.
12. **Non-Solicitation**
    1. The Employee will not, either during their employment or for X months after leaving the business, do the following:
       1. Directly or indirectly, alone or with any other person, approach, entice or solicit any of the Employer's clients, suppliers or customers, or try to persuade them to end or limit their relationships with the Employer.
       2. Directly or indirectly, alone or with any other person, approach, employ, engage or otherwise try to take away any of the Employer's staff or contractors
    2. The restrictions in this clause will survive termination of this Agreement and may be considered grounds for serious misconduct if breached during the employment relationship.
13. **Restraint of Trade *less likely to include in all contracts – typically management level*** 
    1. The Employee will not, either during their employment or for X months after leaving the business, do the following
       1. Personally provide or offer to provide or arrange similar services for any client with whom you have at any time during the six months preceding such termination had dealings
       2. Within a 50km radius of the Gisborne office become or remain personally engaged, concerned or interested either directly or indirectly and whether as principle, employee, agent, consultant, director or shareholder (other than shareholder in a public listed company) in an enterprise which provides similar services except with our written consent.
    2. The Employee will not, without the express written consent of the Employer, engage directly or indirectly in any activity, paid or unpaid, which affects the proper performance of the Employee's responsibilities under this Agreement, or is in competition with the Employer's business, or is a current or potential conflict of interest. This includes the Employee standing for any elected position which the Employer may deem to be a conflict of interest.
    3. The restrictions in this clause will survive termination of this Agreement.
14. **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. **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.
3. **Indemnity** 
   1. The Employer agrees to indemnify the Employee against any claim or legal proceeding brought by a third party against the Employee personally in connection with the performance of their duties, provided that the Employee has not acted with negligence, default or misconduct.
   2. For clarity, this indemnity does not apply to any claim brought by either party against the other in relation to the Employee’s employment.
4. **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.
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 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 three 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. Serious Misconduct
      1. If, after following a fair process, the Employer concludes that the Employee has engaged in serious misconduct and or serious non performance of the Employee’s duties, 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 Three** of this Agreement.
   4. 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.
   5. 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.
5. **Declaration**

Employer/Company Name, offer this employment agreement to Insert Full Name.

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

I,Insert Full 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 One –Job Description**

**Schedule Two – Vehicle Use Policy**

1. **Purpose**

Employer/Company Name are committed to ensuring standard practices for vehicle use in regards to Employer business.

1. **Scope**

This policy applies to all Employees of Employer/Company Name who use a vehicle for Employer business.

1. **Policy**

**When using a vehicle supplied by the Employer, the Employer will:**

* + - Ensure the vehicle has a current registration and warrant
    - Cover all maintenance and servicing costs
    - Provide a log book as appropriate
    - Investigate any accident or damage to the vehicle to identify whether there was negligent use or behaviour of the driver
    - At their discretion have GPS in any vehicle to ensure use is in alignment with road laws and operational requirements may be used for employment purposes

**When using a vehicle supplied by the Employer, the Employee must:**

* + - Check the vehicle has a valid registration and warrant before driving
    - Check the vehicle is ready to be safely driven, including all loads secured
    - Have a valid NZ Drivers License applicable to the vehicle and company insurance requirements
    - Adhere to the Land Transport Act 1998
    - Complete the logbook provided
    - Seek permission from the manager before use (as applicable)
    - Only use for business related purposes (unless otherwise specified or agreed)
    - Keep the vehicle clean and tidy
    - Report any incidents or damage to the vehicle ASAP to the manager
    - Pay for any fines that are related to the use of when the Employee was using the vehicle and any damage caused by misconduct or neglect
    - Not smoke or vape in the vehicle
    - Notify the manager if there is any reason why the Employee cannot drive the vehicle
    - Never drive under fatigue or whilst distracted
    - Never admit fault for an accident, notify their Manager immediately and discuss with the Manager around who notifies insurance.

**When an Employee uses a personal vehicle for business use, the Employee must:**

* + - Seek approval from the manager, reimbursements will not be paid unless travel is approved by the manager.
    - Record information for the travel: distance travelled, reason for travel
    - Complete a reimbursement form with required information
    - Never drive under fatigue or whilst distracted
    - Notify the manager if for any reason they should not be operating a vehicle

**In the event of an accident whilst driving an Employer owned vehicle:**

* + - Follow all reasonable guidelines: stop following the accident, ensure safety of yourself, act in an appropriate manger (never flee the scene)
    - Notify Police and/or Ambulance in the event of injuries, damage, or disagreements between parties
    - Never admit fault for an accident, notify their Manager as soon as practically possible and discuss with the Manager around who notifies insurance and what to do next
    - Try and get information from the other party: vehicle registration, person name and contact details, their insurance details and any witness details.

1. **References**

Land Transport Act 1998

**Schedule Three - 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
* Possession, sale and/or consumption of or presenting to work under the influence of drugs and/or alcohol
* Gambling on the premises without management's consent
* Unauthorised possession, or wilful destruction, or defacement of company property; possession, destruction or defacement of the property of other Employees or clients without their consent
* Unauthorised absence from work
* 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
* Unauthorised or irresponsible use of fire protection or safety equipment
* Refusal to perform assigned work; walking off the job
* Any form of harassment, discrimination or bullying in the workplace
* Deliberate actions affecting quality, safety or hygiene
* Acting recklessly, “skylarking”, or being grossly negligent
* Refusal to carry out the reasonable and lawful instructions of the Employer
* Using abusive or offensive language to any person
* Unauthorised disclosure of confidential or classified company information
* 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
* Unauthorised interference with or possession of property (including theft) of the employer, the employer's employees or agents and guests.
* Providing the Employers services, products or stock to anyone for free or below the required price
* Breach of security or confidentiality
* Any repetitive misconduct
* 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