



.....
Company Name

Individual Employment Agreement

Permanent & Part Time Employees

The Act requires two copies of this agreement should be signed;

- **One copy retained by the Employee,**
- **One copy retained by the Employer**

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INDIVIDUAL EMPLOYMENT AGREEMENT

Parties and Duties

Parties to this agreement

Between ("The Employer")

and ("The Employee")

This is an Individual Employment Agreement between the Employer and Employee.

The parties agree that this Agreement shall be administered in accordance with the true intent of its terms and provisions, and that each will provide the other with the fullest co-operation to maintain a harmonious employment relationship.

Rural Contractors New Zealand facilitates the provision of this agreement in good faith however, they do not accept any responsibility or liability for any disputes between the parties to this agreement.

Object of the Agreement

This agreement replaces any previous agreement, understanding or arrangement between the parties whether written or verbal, expressed or implied, prior to the date of the agreement.

The object of this Agreement is to establish and maintain a secure and stable employment relationship for the benefit of both parties.

This agreement sets out the rights and duties of the parties to the intent that they will be followed fairly and in good faith for their mutual benefit.

Term of Agreement

This Agreement shall come into force on the day of 201.....

Trial Period

(use this clause if the employee has not previously been employed by the Employer)

The Employer and Employee agree that the Employee's employment is subject to a trial period of 90 days commencing on the first day of employment, meaning the day the Employee actually starts work.

The Employer may dismiss the Employee or give notice of dismissal during the trial period and if the Employer does so, the Employee is not entitled to bring a personal grievance or any other legal proceedings on the grounds of unjustified dismissal.

During the Trial Period the Termination of Employment and/or Disciplinary and Dismissal clause of this Agreement or any Employer policy regarding the Employer's obligations (including any process requirements) in relation to performance, conduct, training or any other matter relating to the Employee's employment will not apply; except that the Employer retains the right to dismiss the Employee with immediate effect for serious misconduct.

Notwithstanding any other provision in this employment agreement, the notice period for termination of employment during the trial period is one week.

Where the Employee's employment is terminated during the trial period the Employer may elect to pay the notice as if the Employee had worked out all, or part, of the notice period.

If the Employee does not give the required amount of notice, an amount equivalent to the unworked notice period will be deducted from the Employee's final pay including outstanding wages or holiday pay.

Notwithstanding any other provision in this employment agreement, the Employer is not required to comply with section 4(1A)(c) of the Employment Relations Act during the trial period. Section 4(1A)(c) requires the employer to provide the employee with access to relevant information and an opportunity to comment on the relevant

information before any proposed decision is made which will or is likely to have an adverse effect on the continuation of the employee's employment.

If the Employer dismisses you during the trial period, the Employer is not required to comply with a request under section 120 of the Act to provide you with a written statement of the reasons for dismissal.

The Employee agrees that he/she has been given the opportunity to discuss and raise any issues with the Employer in relation to this clause and been advised of his/her right to seek independent advice.

OR

Probationary Period

(use this clause if the Employee has previously been employed by the Employer)

The Employee will be subject to the results of a 90 day Probation Period.

During this period, the Employer will review and assess the Employee's performance in the position at regular intervals, and progress will be discussed with the Employee.

The Probation Period may be extended for a further set period to provide further opportunity to address shortcomings and/or meet the standards required.

If warranted during the Probation Period, notwithstanding the Employer's House Rules and/or Disciplinary Proceedings, the Employee shall be given one written warning. Failure to address the issue(s) raised in the warning or the occurrence of other competency, behaviour or conduct problems shall give rise to dismissal with notice (or payment in lieu thereof) during or at the end of the Probation Period, provided that nothing in this clause shall prevent the Employee's summary dismissal for serious misconduct.

Notwithstanding any other provision in this employment agreement, the notice period for termination of employment during the probation period is one week.

Position

The position is that of a

The Employee reports to

See Schedule Four for the Employee's job description (ensure both parties sign the job description).

The location of the workplace(s) is:

The Employee agrees to fulfil other duties that, although not specified, may be required by the Employer from time to time, provided that such are not unlawful or unsafe.

Hours of Work

The hours worked each week by the Employee shall be as directed by the Employer to best suit management and may be on any, or all, days of the week. The normal days of work and rostered days off are outlined in Schedule Five.

The Employee accepts that there may be seasonal fluctuations in the hours to be worked and rostered days off, and agrees to comply with the Employers specific requirements.

Where the nature of the operation requires a varying time commitment from the Employee according to the time of year, the hours normally worked during each time of the year are outlined in Schedule Five.

Notwithstanding *paragraph one of this Hours of Work clause*, the Employee shall be available to work reasonable additional hours, from time to time, as required by the Employer.

The Employee is entitled to unpaid meal breaks and paid rest breaks as follows:

- Where the Employee works at least 2 hours but no more than 4 hours, he/she is entitled to one 10 minute paid rest break.
- Where the Employee works at least 4 hours but not more than 6 hours, he/she is entitled to one 10 minute paid rest break and one 30 minute unpaid meal break
- Where the Employee works at least 6 hours but no more than 8 hours, he/she is entitled to two 10 minute paid rest breaks and one 30 minute unpaid meal break.
- If the Employee works more than 8 hours, he/she becomes entitled to breaks as if he/she had started the work period at the end of the 8th hour.

The Employee's breaks shall be taken at a time(s) mutually agreed between the parties.

The Employee understands and agrees that due to the nature of the work, it may not always be practicable for the Employer to provide the Employee's break(s) in the middle of the work period or at regular intervals.

The Employee agrees that he/she will take his/her breaks as directed by the Employer in the event that the parties cannot agree.

WAGES, ALLOWANCES AND ACCOMMODATION

Remuneration

- a. The gross hourly/weekly/fortnightly rate shall be as set out in Schedule Five.
- b. If the Employee elects to join KiwiSaver (at any time) he/she will receive his/her gross salary less PAYE and his/her KiwiSaver contributions (calculated on gross earnings). Contributions will be paid directly to Inland Revenue in accordance with the KiwiSaver Act 2006 and its amendments. The Employer will also contribute in accordance with the requirements of the KiwiSaver Act and any amendments.
- c. If the Employee elects not to join KiwiSaver, he/she will receive his/her gross salary, less PAYE.
- d. "KiwiSaver" means a KiwiSaver scheme under the KiwiSaver Act 2006 or any superannuation scheme that replaces it in the future.

Payment of Wages and Deductions

The method of payment of wages shall be by arrangement between the parties.

Wages shall be paid:

- Weekly
- Fortnightly



Wages will be paid by direct credit to a bank account nominated by the Employee.

All wages plus any outstanding holiday pay due, less any authorised deductions, shall be paid with the next pay run following termination of this Agreement.

The Employer may make deductions from the Employee's remuneration for:

- Monies owed under *Accommodation and Meals clause, last paragraph; and Termination of Employment clause, last paragraph.*
- Monies owing in respect of accounts paid by the Employer on behalf of the Employee including, but not limited to, private toll calls, power and charge accounts.
- Monies to repair or replace damage or loss to the Employer's equipment, caused by wilful or careless action or inaction, misuse, or abuse.
- Any overpayments of wages made by the Employer, where deductions arising from such circumstances and occurring in one pay period may be made from subsequent pay periods.
- Those authorised by the Employee.
- Those provided for under another Act.
- Those ordered by the Courts.

- Time lost by the Employee due to employment default, sickness, accident (where no special leave has been approved), absence at own request.
- Wages/salary or other monies paid in advance.
- Unreturned goods, overalls, equipment, tools, stock or other legitimate debt owing by the Employee to the Employer.

In the event of termination of employment, the Employee agrees that deductions from his/her final pay may be made for any of those specified above. The Employer will give the Employee notice of this prior to any deduction being made.

ACC Payments

- All payments made to the Employee by the Employer in relation to work related accidents/injuries, whether relating to first week earnings related compensation or otherwise, shall be treated as advances of salary. These advances shall be recoverable at the discretion of the Employer should the Employee's claim for earnings related compensation be ultimately rejected or, with respect to the payment of the first week earnings related compensation, be determined by ACC to be a non-work injury.

Recovery of ACC Payments

- Where, pursuant to the above *ACC Payments clause*, advances relating to injury require recovery, such payment may be recovered by either:
 - a. Debiting the appropriate portion of unused sick leave in respect of the period over which the advance was paid; or
 - b. Deduction from wages at an agreed rate, provided that such repayments shall be made within three months of the resumption of paid employment.
 - c. If the Employee's employment is terminated for any reason whatsoever prior to repayment occurring, a deduction may be made from the final wages, including holiday pay, owing.

Reimbursing Allowances

Vehicle

- Where the Employee is required to use his/her own road vehicle on the Employer's business the Employee shall be reimbursed at the rate set out in Schedule Seven.



Tools

- Where the Employer agrees that the Employee will provide tools for the Employer's business for use on the Employer's premises, the Employee shall be reimbursed at the rate set out in Schedule Seven.



With the exception of the specific allowances prescribed above (*for Vehicle and Tools*) the wage or salary paid will not be subject to additional claims for payments in the form of allowances to recognise any features or conditions of work encountered in the workplace. Compensation for such features and conditions are incorporated in the rate of pay specified in the *Remuneration clause* of this Agreement.

Recording of Wages, Hours, Holiday Entitlements and Leave Entitlements

The Employer shall maintain a written wages and time record including the Employee's holiday and leave record.

Wet Weather Gear and Protective Clothing

Under the Health and Safety in Employment Act 1992 the Employer will provide suitable protective clothing and equipment although the Employee may choose to use their own clothing and equipment if the Employer is satisfied it meets the requirements. In the event the Employee does make that choice the parties may agree on a wet weather gear allowance.

Wet weather gear and/or protective clothing will be provided to the Employee by the Employer.

OR

Where the Employee chooses to provide his/her own wet weather gear and/or protective clothing the Employer will pay the Employee a tax-free allowance as set out in Schedule Eight.



Wet weather gear/protective clothing shall be:

.....
.....



Accommodation and Meals

Where accommodation is provided, that accommodation is as a service tenancy, and shall be in compliance with the relevant sections of the Health and Safety in Employment Regulations 1995 and the Residential Tenancies Act 1986.

The tenancy shall commence on the day this Employment Agreement commences and shall cease upon:

- Notice of or actual termination of the Employment Agreement will lead to fourteen days notice on the accommodation being given. However the Employer reserves the right to give less than fourteen days notice if the accommodation is required for a replacement Employee. Fourteen days notice of this tenancy will be given in writing at the point that notice on the employment Agreement is given, whether that termination is by mutual consent or not.
- The tenancy is terminated by the Employee with a minimum of 21 days written notice.
- The tenancy is terminated at any stage by the Employer with 90 days written notice.

Payment for Accommodation and meals

Where the Employer provides the Employee with accommodation and/or meals, the following charges will be deducted from the Employee's wages:

\$..... per week



- Where the Employee is not receiving a wage from the Employer but the Employee and/or the Employee's property remains in the accommodation, a rental amount equal to the *per week sum stated above* will be owed to the Employer for the use of the accommodation. Examples of situations when this will be imposed include parental leave, time off work for illness or injury not covered by any sick leave entitlement, time off work on ACC or any unpaid leave.

The accommodation is provided to the Employee on the terms and conditions out lined in Schedule Six.

The Employee is liable for damage arising from the Employee's action/inaction, which is not attributable to fair wear and tear. The Employee agrees to deductions being made from their final wages to cover any such damage.

LEAVE

Annual Holidays

At the end of each completed 12-months of current continuous employment the Employee shall be entitled to paid annual leave of 4 weeks during the subsequent 12-month period.

Note that each reference to "12-months" is a reference to the Employee's anniversary date of commencing employment.

Payment for annual holidays shall be in accordance with the Holidays Act 2003 and it's amendments. Holiday pay shall be calculated on the basis of the greater of the Employee's ordinary weekly pay immediately before the period of his/her holiday or the Employee's average weekly earnings from the employment during the 12-month period immediately before the end of the Employee's last pay period before the annual holiday.

Such annual holidays shall be taken at a time or times arranged between the Employer and the Employee so as to take into account, as far as practicable, work requirements and the efficient performance of the Employee's duties. If the parties cannot agree, the Employer shall decide. In doing so, the Employer shall give not less than 14 days written notice before annual holidays are to be taken.

Cashing up of Annual Holidays

An Employee may request, and an Employer may agree, to cash up a maximum of **one week** of his/her statutory annual holidays and can make his/her first request once he/she has worked for the Employer for a period of at least 12 months and has entitled holiday's available. One week can be cashed up for each entitlement year, which is a period of 12 months continuous employment beginning on the anniversary of the Employee's employment. An Employee who has large amounts of holidays from previous years cannot backdate the cashing up. An Employee can request less than one week and within the same year make a further request, provided the total request for the entitlement year does not exceed one week.

Such request by the Employee to cash up holidays must be in writing. The Employer will consider the request within a reasonable time and reply in writing.

The Employer is under no obligation to agree to a request, nor is the Employer required to give a reason for declining a request. If the Employer agrees to the request, they will make payment as soon as practicable and the rate of pay will be the greater of ordinary weekly pay, or average weekly earnings for the last 12 months.

Public (Statutory) Holidays

The following 11 public holidays shall be allowed in accordance with the Holidays Act 2003 and it's amendments and shall be recognised as paid holidays:

| | |
|---|-------------------------|
| Christmas Day | Boxing Day |
| New Year's Day | January 2 nd |
| Waitangi Day | Good Friday |
| Easter Monday | ANZAC Day |
| Birthday of the Sovereign ("Queens Birthday") | Labour Day |
| Provincial Anniversary Day. | |

If Waitangi Day, ANZAC Day, Christmas Day, Boxing Day, New Year's Day or January 2nd falls on a Saturday or Sunday and the day would otherwise be a working day for the Employee, the public holiday must be treated as falling on that day.

If Waitangi Day, ANZAC Day, Christmas Day, Boxing Day, New Year's Day or January 2nd falls on a Saturday and the day would not otherwise be a working day for the Employee, the public holiday must be treated as falling on the following Monday.

If Waitangi Day, ANZAC Day, Christmas Day, Boxing Day, New Year's Day or January 2nd falls on a Sunday and the day would not otherwise be a working day for the Employee, the public holiday must be treated as falling on the following Tuesday.

Where the Employee is to start work on a day and finish work the following day, and one of the days is a public holiday, the Employer and Employee may agree that the work period shall be treated as not part of a public holiday, and that a period of 24 hours that starts or finishes during the public holiday and includes the period from when the Employee is to start work to when the Employee is to finish work is to be treated as a public holiday. In the event that both days are public holidays, 2 separate periods of 24 hours are to be treated as the respective public holidays in accordance with the requirements set out in this clause.

In all other instances, the public holidays listed *above* will be observed on the calendar day they fall on.

Where the Employer requires the Employee to work on a public holiday, the Employee agrees to do so. However the Employee will not work on a public holiday unless requested to do so.

If the Employer requires the Employee to work on a public holiday

- The Employee shall be paid at least the portion of the Employee's relevant daily pay or if this is not practical to use average daily pay will apply that relates to the time actually worked on the day plus half that amount again;

AND

- Where the public holiday worked falls on a day that would otherwise be a normal working day for the Employee, the Employee shall be granted a paid Alternative Holiday (a paid day in lieu) at his/her relevant daily pay or if this is not practical to use average daily pay will apply. The Alternative Holiday shall be taken at a time mutually agreed between the parties. Where the Employer and Employee cannot agree, the Employer may require the Employee to take a specified amount of leave with no less than 14 days notice.

Sick Leave

After 6 months current continuous employment, the Employee shall be entitled to 5 days paid sick leave in the following and each subsequent 12-month period. Sick leave may only be taken in advance if the Employer agrees.

The Employee is entitled to carry over, to any subsequent 12-month period of employment, any sick leave that has not been taken by the end of the period to which the sick leave relates, carrying over a maximum of 15 days sick leave in addition to the current year's entitlement (i.e. the Employee may hold a maximum of 20 days sick leave in any one year).

Sick leave granted in accordance with *paragraph one of this Sick Leave clause* may be used in the event that:

- The Employee is sick;
- The Employee is off work for a non-work injury (first week only);
- The spouse/de facto partner of the Employee is sick or injured;
- A person who depends on the Employee for care is sick or injured.

Sick leave shall be paid at the Employee's relevant daily pay or if not practical to use, average daily pay will apply, calculated in accordance with the Holidays Act 2003 and its amendments.

The Employee shall notify the Employer of his/her intention to take sick leave as soon as practicable on or before the first day of absence.

The Employer requires the Employee to provide a medical certificate as proof of sickness or injury at the Employee's own expense in the event of absence from work on sick leave for a period of 3 consecutive calendar days or more (unless the Employer waives this requirement). The Employer may require the Employee to produce a medical certificate at any stage (i.e. within 3 calendar days), in which case, the Employer will give the Employee notice as early as possible that he/she will be required to provide proof of sickness and the Employer shall meet the Employee's reasonable expenses in obtaining such proof. The Employer may also require the Employee to produce a medical certificate at the Employee's own expense where the Employee is requesting to take sick leave in excess of *paragraph one of this Sick Leave clause*.

Bereavement Leave

After 6 months of current continuous employment, the Employee shall be entitled to bereavement leave as follows:-

- The Employee may take up to 3 days bereavement leave upon the death of the Employee's spouse, parent, child, brother, sister, grandparent, grandchild or spouse's parent.
- The Employee may take up to 1 day of bereavement leave upon the death of any other person the Employer accepts as having caused bereavement to the Employee. In deciding whether the Employee has suffered a bereavement, the Employer will take into account such factors as the closeness of the association with the deceased, whether the Employee has significant responsibilities for arranging the ceremonies relating to the death and whether the Employee has any cultural responsibilities in relation to the death.

Bereavement leave for a day shall be paid at the Employee's relevant daily rate of pay as defined in the Holidays Act 2003 and its amendments. If not practical to use relevant daily rate, average daily pay will apply.

The Employee shall notify the Employer of his/her intention to take bereavement leave as soon as practicable on or before the first day of absence.

Parental Leave

Parental leave shall be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 and its amendments.

MISCELLANEOUS PROVISIONS

Medical Examination

The Employer shall be entitled to require the Employee to undergo a medical examination, at the Employer's cost.

Such a requirement should only be used where the Employer has a reason related to workplace health and safety, reasonably suspects the misuse of alcohol, drugs (both illegal or legal), reasonably suspects misuse of sick leave entitlements, or has informed the Employee they are considering the possible termination of the Employee's employment on medical grounds.

Disciplinary and Dismissal Procedures

The Employee should note the provisions of *the Conduct clause* of this Agreement, the Employer's Serious Misconduct and Misconduct rules in Schedule One of this Agreement, and any other policy statements as provided for from time to time by the Employer.

Except in the case of alleged serious misconduct the Employer will first counsel the Employee with respect to any action or non action which might place his/her continued employment in jeopardy.

Except in the case of alleged serious misconduct or, during the Trial Period, the Employer may then, after following due process:

- Issue a first written warning in the first instance;
- Issue a final written warning in the second instance;
- Dismiss the Employee in the third instance.

However, nothing in this clause will prevent the Employer from choosing to forgo any of these steps depending on the seriousness of any misconduct. Further, the giving of a warning is not limited to repetition of the same offence.

After following due process the Employer may dismiss an Employee without notice (summary dismissal) for serious misconduct (see Schedule One for examples of what constitutes serious misconduct).

The Employee will be notified in advance of the purpose of any disciplinary meeting and will be given the opportunity to have a support person in attendance.

Prior to determining its course of action, the Employer will give the Employee an opportunity to provide explanations and submissions and will consider any such comments given.

Suspension

In the event the Employer wishes to investigate any alleged serious misconduct, he or she may, after discussing the proposal of suspension with the Employee, and having considered the Employee's views, suspend the Employee on pay for the duration of the investigation. The Employer shall only invoke suspension where no other alternatives to suspension are feasible.

Termination of Employment

Notices

- This agreement may be terminated by either party giving the other 2 weeks' written notice, except during the Trial/Probation **[choose one]** Period, when 1 week's notice will apply.
- The Employer may at its discretion pay the Employee's salary or wages in lieu of all or part of the notice period.
- If the Employee gives notice which is longer than required, the Employer shall not be obliged to accept such longer notice period, neither shall the Employer be liable to pay more than two weeks salary/wages if the Employer does not require the Employee to work out the notice period.
- If the Employee fails to work out the notice period by reason of his/her own choice, the Employee shall not be paid for the non-worked proportion of notice and the Employer shall be entitled to compensation for the Employee's breach of this agreement, calculated at the pay the Employee would have received during the unworked notice period.
- Nothing in this clause shall prevent the summary termination of employment (without notice) after due process for serious misconduct.
- The Employer may also after due process, summarily terminate employment where the Employee has been convicted of any criminal offence, other than an offence, which in the reasonable opinion of the Employer, does not affect a fulfilment of the Employee's duties and/or terms and conditions of employment.

Upon the termination of employment, the Employee shall return to the Employer, all property and equipment belonging to the Employer. The Employer may deduct the value of any such property not returned from any final payment owing.

Where the Employer provides accommodation as a part of this Agreement, notice to terminate the Agreement, by either party, shall be deemed to also be notice to vacate the accommodation. Refer to *Accommodation and Meals clause*.

The Employer is entitled to deduct from the Employee's final wages and holiday pay for overpayment made to the Employee for leave taken in advance or any money owed under the *deductions stated in the Payment of Wages and Deductions clause*.

Termination on the basis of long term injury or illness

The Employer may terminate this Agreement upon giving 2 weeks' written notice, if as a result of mental or physical illness or injury the Employee is rendered incapable of the proper ongoing performance of his or her duties under this Agreement but only after following due process and consultation with the Employee.

Before taking any action under this clause, the Employer shall request the Employee to undergo a medical examination by a registered medical practitioner nominated by the Employer, and the Employee agrees to comply with such a request. The Employer shall take into account any reports or recommendations made available to the Employer as a result of the examination and any other relevant medical reports or recommendations, which the Employer might receive, or which may be tendered, to the Employer by or on behalf of the Employee. The Employer shall be entitled to draw any reasonable inference as they see fit in the event that the Employee fails or refuses to undergo any medical examination requested under this sub clause.

In deciding whether to terminate the employment under foregoing provisions, the Employer may take the following considerations into account:

- The nature of the illness or injury, including how long it has continued, and the prospects for recovery;
- The duration of the employment, including the effect of termination on any superannuation rights or other long-service entitlements;
- The position held by the Employee, with particular regard to the length of time for which such position can reasonably be held open;
- Whether the employment was likely to last significantly longer in the absence of the illness or injury (for instance if it was a fixed term Agreement);

- The extent to which the illness or injury is work related and, if work related, whether that fact would justify a lengthier absence from work than otherwise; and
- Any additional circumstances the Employee may wish to place before the Employer.

Abandonment of Employment

If the Employee is absent from work without notification to, or consent from, the Employer for more than 3 consecutive working days, the Employee shall be deemed to have terminated his/her employment, the Employer shall make reasonable attempts to contact the Employee to confirm that abandonment has occurred and that the Employee is not in a situation in which he/she has been unable to notify the Employer of his/her absence.

Force Majeure

Neither party shall be liable for any delay in performing or failure to perform its obligations under this Agreement if such delay or failure is caused from force majeure, act of God, fire, explosion, industrial dispute, act of government such as a change in legislation, regulation or order made under legislative authority, or anything beyond the parties' reasonable control and for which it was not responsible.

Redundancy

Where the Employee's employment is terminated by reason of redundancy following consultation between the parties, the Employee shall receive *2 weeks'* written notice.

In the event of redundancy, it is agreed that the Employee shall not be entitled to any redundancy compensation.

No payment for notice of redundancy shall be paid in the event of a technical redundancy (where the business is sold, transferred or leased and the Employee is offered ongoing employment on the same or substantially similar terms and conditions).

Employee Protection Provision

The purpose of this provision is to provide protection for the employment of the affected Employee if the Employer's business is restructured.

Restructuring

Restructuring, in relation to the Employer's business means:

- entering into a contract or arrangement under which the Employer's business (or part of it) is undertaken for the Employer by another person; or
- selling or transferring the Employer's business (or part of it) to another person

In the event of a restructuring that may affect the Employee's future employment, the Employer will undertake the following steps:

- The Employer shall initiate and agree on a negotiation process with the potential new Employer around the extent to which the proposed restructuring relates to affected Employees' positions as soon as practicable.
- The Employer will negotiate with the potential new Employer the following:
 - Whether or not the Employee's position would transfer to the potential new Employer;
 - Where the Employee's position would transfer to the new Employer, the terms and conditions of employment that would be offered to the Employee by the potential new Employer; and
 - The proposed date that the Employee would commence employment with the potential new Employer.

In the event that the Employee is not offered employment with the potential new Employer for whatever reason, the Employee's redundancy entitlements will be

determined in accordance with the redundancy provision of this employment agreement.

Further, there shall be no right to redundancy compensation where the Employer's business is restructured and the Employee is offered employment with the potential new Employer on substantially the same terms and conditions of employment.

Employment Relationship Problems and Personal Grievances

Where an employment relationship problem arises, the parties will first attempt to settle the matter themselves.

If the parties are unable to settle the matter themselves, they shall submit the problem to mediation. Mediation services are offered by a number of providers. The Ministry of Business, Innovation and Employment has established a mediation service for the purposes of mediating employment problems. This service can be accessed by contacting the Employment Relations Service of the Ministry of Business, Innovation and Employment.

If the matter is not resolved by mediation, it may be referred to the Employment Relations Authority for an investigation and determination by the Authority. If any party wishes to dispute the determination, the matter may be referred to the Employment Court.

If an Employee believes he or she has a personal grievance, it must be raised by the Employee with the Employer. Such a grievance must be raised within 90 days from the date on which the alleged action occurred or the date on which it came to the notice of the Employee.

Employee Representations and Health Disclosure

The Employee warrants that all representations, whether oral or in writing, made by the Employee as to his/her qualifications and experience in applying for the position are true and correct; and

The Employee has not deliberately failed to disclose any matter that may have materially influenced the Employer's decision to employ the Employee.

The Employee warrants that he/she is not aware of any disability or health condition that may render him/her incapable of carrying out the job description to the Employer's satisfaction.

The Employee is informed that misrepresentation during the pre-employment process is an example of due cause for termination of this Agreement under *the Disciplinary and Dismissal Procedures clause*.

Certificate of Service

The Employee, on leaving for whatever reason, may request a Certificate of Service, which outlines the period of employment and the duties performed. The Employer, if so requested, shall provide the Certificate of Service to the Employee as soon as practicable.

Accident Recording and Reporting

Accident recording and reporting shall be undertaken in terms of the Schedule Two of this Agreement.

Health and Safety

The parties' obligations and duties under the Health and Safety in Employment Act 1992 are detailed in Schedule Three of this Agreement.

Smoke-free Environments Act

The Employer agrees to operate a smoke-free workplace as defined by the Smoke-free Environments Act 1990. The Employee agrees to comply with all reasonable restrictions and prohibitions on smoking, including those requests that relate to the whole workplace (including external areas)

- The Employee is not permitted to smoke during working time, but may smoke during the Employee's authorised meal and rest breaks.
- The workplace, insofar as it relates to normal farm conditions, is defined for the purposes of this Act as any internal area occupied by the Employer, and that is usually frequented by employees or volunteers during the course of their employment. It also includes work vehicles. The Act specifies that it does not include a home occupied by the Employer, but does not exclude staff accommodation. An internal area is defined as an area that, when all its doors and windows etc are closed, is completely or substantially enclosed by a roof, walls and similar surfaces.
- An exception to the smoking ban is for enclosed work vehicles, where smoking may be allowed during the Employee's meal and rest breaks, with the consent of all vehicle users (*see below*). Note that any employee or their Employer may remove their consent to smoking in vehicles at any time. Work vehicles are any vehicles provided by the Employer and normally used by employees or volunteers.

Under the Smoke-Free Environments Act, it is only permitted to smoke in a vehicle where all the parties who use the vehicle consent. The parties' consent to smoking in the following vehicles:



.....

.....

.....

.....

.....

It is prohibited to smoke in vehicles not stated above.

In addition to the above restrictions on smoking, the Employee will also observe the following rules:

- There is a ban on smoking at all times in any areas of high fire risk including close to any fuel containers, chemical containers or in paddocks or any grassed area when climatic conditions have caused fire restrictions or a high fire risk.
- The Employee is prohibited from smoking while handling stock or chemicals due to the increased risk of catching diseases such as leptospirosis.
- The Employee may not smoke inside the accommodation.

Conduct

The Employee agrees to abide by the house rules and workplace policies introduced by the Employer from time to time and agrees to be bound by any subsequent variations.

Mobile Phone, I-pods, other electronic devices, and Computer Usage

The use of an Employee's mobile phone or other electronic devices is not permitted during working time (except for emergencies), but may be used during an Employee's meal or rest breaks.

Where the Employee uses computers that are provided by the Employer for business use, the Employer may access the relevant electronic information on those computers for purpose of ensuring this policy is adhered to.

- The Employer may access all electronic information stored or used in the course of the Employee's employment.

- The Employee must comply with all systems established by the Employer with regard to email, intranet, and Internet use. This includes instructions relating to protection from computer viruses.
- Email, intranet, and the Internet are business resources and are to be used for business purposes.
- Email and intranet messages become part of the Employer's computer system and are the Employer's property. The Employer can therefore intercept and read any email messages being sent or received.
- Unauthorised and / or inappropriate email, intranet, and / or Internet use is prohibited.
- The Employer may access all email, intranet or Internet information, or review backup facilities, for the purpose of ensuring this policy is adhered to.
- The Employer may utilise email content security systems, which scrutinise the content of email messages. The Employer may use any activity reports produced by such systems for the purposes of ensuring that this policy is adhered to.
- The Employer may utilise systems to control intranet and / or Internet use. The Employer may use any activity reports produced by such systems for the purposes of ensuring that this policy is adhered to.
- Failure to comply with the provisions of this clause may be treated as serious misconduct

Confidential Information

Neither the Employer nor the Employee will divulge information in any form, relating to the personal or business affairs of the other, to a third party unless express authorisation is given. This will apply both during and after the term of employment without limit to point in time.

Motor Vehicle

Where the Employer provides a vehicle for use by the Employee, the Employee shall:

- Remain fully qualified to drive;
- Advise the Employer immediately if they are disqualified or prohibited from driving;
- Consent to the Employer using Driver Check or TORO (Transport Organisation Register Online) through the New Zealand Transport Agency for the purposes of ensuring that the Employee is fully licensed at all times and/or to monitor his/her licence status and activity. As a condition of employment, the Employee is required to sign Schedule Nine, which confirms his/her consent and will be provided to the New Zealand Transport Agency;
- Not, whilst driving any vehicle, create, send, or read a text message on a mobile phone or make, receive or terminate a telephone call on a mobile phone or use a mobile phone in any other way unless-
 - he/she is using the phone to make a 111 or *555 call, and it is unsafe or impracticable for him/her to stop and park the vehicle to make the call) or use a phone in any other way; or
 - he/she makes, receives, or terminates a telephone call where the phone does not require him/her to hold or manipulate it to make, receive or terminate the call; or
 - he/she uses a mobile to make, receive or terminate a telephone call where the phone is secured in a mounting fixed to the vehicle and he/she manipulates the phone infrequently and briefly; or
 - he/she uses a mobile phone to make, receive, or terminate a telephone call if the vehicle is stopped for a reason other than the normal starting and stopping of vehicles in a flow of traffic. This applies if he/she is stuck in traffic due to the road ahead being blocked, for example because of an accident. This does not apply when he/she is stationary in the normal flow of traffic, such as approaching intersections, traffic lights or roadworks.

- For the purposes of *this clause*, a mobile phone includes any portable electronic device whose functions include being a telephone.
- Take care of the work vehicle and make sure it is presented in a clean and reputable manner;
- Take all practicable steps to avoid fatigue, including but not limited to those set out in Schedule Ten; and
- Get off the road immediately if he/she feels fatigued, or if he/she shows any signs of fatigue, including but not limited to those set out in Schedule Ten;
- Not drive Company vehicles after consuming alcohol or under the influence of alcohol and/or drugs, which could affect the ability to drive safely. If prescribed drugs by a doctor, employees must enquire to ensure they do not affect the ability to drive;
- Drive in a manner, which does not discredit the company and at all times, be cautious to other road users;
- If fines are incurred for the violation of traffic and parking laws, these are to be to the account of the relevant driver. The Employee authorises for such payment to be deducted from their salary;
- Agricultural vehicles that are registered to be driven on the road must not be driven in excess of the speed limit set for that vehicle. The relevant driver will be held accountable for such violations. The Employee authorises deductions from salary for payment of any infringement notices or fines he/she is responsible for incurring;
- Not permit the vehicle to be driven except in accordance with the Employer's policy relating to Employer vehicles;
- Return the vehicle and its keys to the Employer immediately on the termination of employment for any reason;
- The Employer reserves the right to recover costs from the Employee where the vehicle has sustained damage and was being used in such a manner that it is uninsured;
- Ensure that the conditions of any insurance policy on the vehicle are observed.

Drugs and Alcohol

Under the Health and Safety in Employment Act 1992 and its amendments, the Employer has a legal duty to ensure the safety of employees while at work. This legal duty requires the Employer to take all practicable steps to provide and maintain a safe working environment.

The Employer may require the Employee to undergo testing for drugs, cannabinoids, other substances, and/or alcohol, of the following nature after:

- Lost time injury accident;
- Injury requiring medical treatment;
- Reasonable cause testing;
- Post accident/incident;
- Follow up testing;
- Periodic testing for safety sensitive positions, this includes positions that operate agricultural tools and machinery on and/or off the road and positions that operate vehicles;
- Incident with significant potential to cause serious harm or loss;
- Incident where an employee's actions, appearance, behaviour or conduct suggests impairment by drugs or alcohol.

Such testing shall be done during working hours. Where the Employee fails to make himself/herself available for such testing, disciplinary action may result.

Review

On or about the anniversary date of the commencement of the Employee's employment there shall be a review of the terms and conditions of the Agreement.

In no event does this review place the Employer under any obligation to alter or amend the terms and conditions of this Agreement or remuneration.

Training

Employer paid training costs (including but not limited to – airfares, accommodation, daily expense allowances and training course costs) will be recoverable as follows if the Employee resigns within 2 years of receiving training: -

- If Employee leaves < 6 months after training 100% shall be recoverable
- If Employee leaves > 6 months but < 12 months after training 75% shall be recoverable
- If Employee leaves > 12 months but < 18 months after training 50% shall be recoverable
- If Employee leaves > 18 months but < 24 months after training 25% shall be recoverable

The Employee agrees that the Employer may make deductions from his/her final payment (including holiday pay) for recoverable training costs.

Variation to Employment Agreement

As part of the annual review, or at any other time, the parties may amend the Agreement by mutual agreement. Where such variations are agreed to they shall be recorded in writing, signed by both parties, and attached to this Agreement and shall become part of it.

Employee Warrants Opportunity has been given to seek Independent advice.

The Employee warrants that the Employer has advised the Employee that the Employee can take independent advice on this Agreement and that the Employer has given the Employee the opportunity to seek such advice.

By signing this Agreement both parties agree to abide by all terms and conditions contained within.

Employee

Name:

Signed:

Date:

Employer

Name:

Signed:

Date:

SCHEDULE ONE

Serious Misconduct

The following are examples of offences which may constitute serious misconduct and which may result in summary dismissal without notice:

- a. Unauthorised use, possession or movement of Employer, customer, supplier, other employee's or other employee's family's property, or any other property belonging to or under the control of the Employer. This includes but is not limited to, vehicles, money, information, intellectual property, scrap, waste or damaged items;
- b. Refusal to undertake the duties of the Employee's position, or to carry out any proper and lawful instruction given by the Employer or any other person acting with the authority of the Employer;
- c. Verbal or physical abuse/violence or threats of physical violence or threatening behaviour and/or language used against any person. This also extends to non-work hours where the incident has the potential to have a damaging effect on the employment relationship;
- d. Racial, sexual, or other improper harassment of any other person.
- e. Bullying of any other person;
- f. Possession of weapon/s on Employer premises without proper authorisation at any time;
- g. Being under the influence of drugs (other than prescription), cannabinoids, mind-altering substances or alcohol during working hours or in company vehicles, or consuming same during working hours or in company vehicles, or bringing the same to work premises without permission;
- h. Interfering with, removal of, or not reporting missing safety equipment, failure to follow instructions or otherwise acting in a manner that threatens safety, health, or hygiene in the workplace or in a manner that hinders the safe and proper performance of the duties of other Employees;
- i. Falsification or being party to falsification of time sheets, attendance records, other special payment records or any other Employer, customer, supplier or employee documents or records, or any other actions which could result in a payment to which an Employee is not entitled;
- j. Using any vehicle whilst at work or whilst travelling either directly or indirectly to or from work, or using any vehicle provided by the Employer at any time in such a way that it contravenes any legislation (such as speeding, driving while under the influence of alcohol or drugs, breach of mobile phone use legislation, driving while unlicensed or in breach of any restrictions on the Employee's licence), or driving in an unsafe manner;
- k. Negligence, or deliberate act, or irresponsible use of fire protection or safety equipment or protective clothing, which may affect the safety of the Employee or other workers, or results in a serious safety or damage situation;
- l. Failure to comply with the Employer's Health and Safety policy or procedures;
- m. Unauthorised use of Employer/customer/supplier equipment or vehicles;
- n. Allowing any unauthorised person(s) to use vehicles provided by the Employer;
- o. Performing a deliberate action or inaction that leads or could lead to stock or profit loss for the Employer. Examples include but are not limited to, failure to close gates leading on to roads, failure to report sick or injured animals, failure to notify the Employer of a breach of any known consents issued by a Council; under the Resource Management Act or causing (or attempting to cause) grading or non-acceptance of milk by a dairy company;
- p. Deliberate action that leads or could lead to damage to Employer, customer, supplier or other Employee's property;
- q. Disclosure of confidential information;
- r. Dishonesty, theft and fraud;
- s. Any act of sabotage;

- t. Committing or allowing illegal activities to occur on the workplace or in the accommodation;
- u. Animal negligence or abuse leading to injury or death of stock (as a direct or indirect result of the abuse);
- v. Abuse of sick leave or bereavement leave;
- w. Sleeping on the job;
- x. Sending, saying or displaying any offensive, insulting or harassing messages to other person;
- y. Misrepresentation during the pre-employment stage;
- z. Any action undertaken by the Employee, either at or away from the workplace, that brings or has the potential to bring the Employer into disrepute;
- aa. Such other matters as the Employer may advise from time to time;
- bb. Any other act or omission which, while not specifically covered by the foregoing classes of serious misconduct, is of a similar nature or in the reasonable opinion of the Employer constitutes serious misconduct.

Misconduct

The following are examples of acts or omissions, which may, after the appropriate warnings in accordance with *the Disciplinary and Dismissal Procedures clause of this Agreement*, lead to dismissal:

- a. Persistent failure to achieve performance standards;
- b. Careless or indifferent performance of duties;
- c. The use of abusive, obscene, or threatening language which may cause offence to another person;
- d. Unauthorized gambling on the Employer's premises;
- e. Disrupting the workplace by acts of undesirable behaviour or horseplay and disrupting any other Employee from carrying out that Employee's duties;
- f. Persistent lateness, absenteeism, failure to report inability to attend work or leaving early without the permission of management;
- g. Unauthorized absence from duty;
- h. Failure to comply with the Employer's policy on smoking in the workplace included in the Smoke-Free Environment clause of this Agreement;
- i. Failure to observe safety rules or wear safety clothing and/or equipment;
- j. Failure to report and document any accident or personal injury occurring at work, no matter how minor the incident;
- k. Reporting to work in such a condition that duties are unable to be performed properly and safely;
- l. Failure to maintain the accommodation in a reasonably clean and tidy condition;
- m. Allowing the Employees family and visitors to act in a manner that threatens the safety, health standards, or hygiene in the workplace, that threatens the family members or visitors own safety or allowing any action by the family member or visitor that hinders the safe and proper performance of the duties of other employees;
- n. Any act or omission which, while not being serious misconduct, has a significant effect on the Employee's ability to carry out the duties of the Employee's position;
- o. Any act which is likely to diminish the good reputation of the Employer in the business community;
- p. Mistreatment of stock leading to potential distress, illness or injury;
- q. Bringing alcohol into the workplace without permission;
- r. Inappropriate use of company computers, including internet and email usage and messages contained within;

- s. Being discourteous to the Employer, other employees, customers or suppliers;
- t. Aggressive/argumentative behaviour;
- u. Such other matters as the Employer may advise from time to time;
- v. Any other act or omission which, while not specifically covered by the foregoing classes of misconduct, is of a similar nature or in the reasonable opinion of the Employer constitutes misconduct.

SCHEDULE TWO

Accident Reporting and Recording

Duty to Report Accident/Injury

- The Employee is required to report all accidents/injuries arising out of or in the course of his/her employment to the Employer. Failure to follow the Employer's policy in this regard may result in dismissal.

Accident/Injury Reporting Procedure

- All accidents/injuries which occur arising out of or in the course of employment shall be reported to the Employer as soon as practicable after the accident occurs and before the end of the Employee's normal working day, giving the following information as required by the Health and Safety in Employment Act 1992.
 - The date, time and location of the accident;
 - The activity the Employee was engaged in at the time the accident occurred;
 - The general nature of any injuries suffered; and
 - The names of any other people in the vicinity of the accident who may have witnessed what took place.

The Employee shall notify the Employer within one working day of filing any work-related claim with ACC. The Employee shall also provide the Employer with a copy of the appropriate form by which the application was made to ACC, and copies of such other documentary evidence and medical certificates as they are provided to ACC from time to time relating to the Employee's continued eligibility for ACC compensation, in addition to any information that may be required in accordance with this Agreement.

Alternative Duties following Injury or Illness

- At the discretion of the Employer, the Employee may be required to return to work to undertake such alternative duties as are available and as are reasonably within the Employee's capability and level of fitness, as determined in consultation with a registered medical practitioner.

SCHEDULE THREE

Health and Safety

Health and Safety in Employment Act 1992 (the HSE Act) and its amendments. The principal object of this Act is to provide for the prevention of harm to employees at work.

Duties and Obligations

Employer's Obligations

- In accordance with the HSE Act the Employer shall take all practicable steps to ensure the safety of the Employee by:
- Provide and maintain a safe working environment for the Employee;
- Provide and maintain safe and healthy work facilities for the Employee;
- Provide the Employee with all vehicles, machinery, equipment, tools, protective clothing and safety equipment required and in a sound and safe condition to enable the Employee to carry out the required tasks in a safe manner;
- Ensure that the Employee is not exposed to work related hazards;
- Provide relevant safety information to the Employee;
- Provide suitable training and/or supervision so the Employee can safely carry out his/her work;
- Monitor the health of the Employee to ensure that his/her work is not having a detrimental effect on his/her health;
- Develop procedures for dealing with emergencies that may arise while the Employee is at work;
- Provide opportunities for the Employee to participate in the maintenance of a safe and healthy workplace.

Employee's Obligations

- In accordance with the HSE Act the Employee shall take all reasonably practical steps to ensure:
 - His/her own health and safety while at work;
 - Nothing he/she does or fails to do, while at work, causes harm to any other person.
- The Employee shall ensure that, once provided, protective/safety equipment is worn/used for the purpose it was issued.
- The Employee shall comply with all reasonable directions regarding the safe use and operation of all vehicles, machinery, equipment, tools, chemicals, animal health drugs, protective clothing and safety equipment.
- The Employee shall operate all equipment, vehicles or machinery provided by the Employer with reasonable care.
- The Employee shall not undertake work which is unsafe or involves unsafe practices.
- The Employee shall not leave any work in an unsafe condition or in a condition that may cause damage to other work, plant, machinery, or persons.
- Where the Employee becomes aware of damage or faults to equipment or the existence of other hazards that might endanger the health and safety of others, the Employee will immediately report such damage, fault or hazard to the Employer.
- The Employee shall observe and practice the requirements of the HSE Act to assist in the responsible management of health and safety.

- Any acts or omissions of the Employee which endanger the health and safety of either the Employee or any other person or persons may result in summary dismissal without notice.

SCHEDULE FOUR

Job Description

SCHEDULE FIVE

Wage Rate

Agreement of Starting Wage (date) at \$..... per hour/week/fortnight

Employee Name..... Employer.....

Signature Signature
(Employee) (Employer)

Date of Wage alteration to \$..... per hour/week/fortnight

Employee Name..... Employer.....

Signature Signature
(Employee) (Employer)

Date of Wage alteration to \$..... per hour/week/fortnight

Employee Name..... Employer.....

Signature Signature
(Employee) (Employer)

Date of Wage alteration to \$..... per hour/week/fortnight

Employee Name..... Employer.....

Signature Signature
(Employee) (Employer)

Date of Wage alteration to \$..... per hour/week/fortnight

Employee Name..... Employer.....

Signature Signature
(Employee) (Employer)

Hours of Work

The Employee's ordinary hours of work shall be hours per week, usually worked from **(e.g. 9.00am to 5.00pm, Monday to Friday inclusive)**. The Employee's ordinary rostered days off shall be

The nature of the operation shall/shall not **(choose one)** require a varying time commitment from the Employee according to the time of the year. The hours normally worked during each time of the year are outlined (where applicable) as follows:

.....
.....
.....

SCHEDULE SIX

Tenancy Agreement (if applicable)

SCHEDULE SEVEN

Reimbursing Allowances

Vehicle

Where the Employee is required to use his/her own road vehicle on the Employer's business the Employee shall be reimbursed at-

Agreement of Starting Reimbursement Rate (date) at
\$..... per kilometre for the first 5000 kilometres. There after
reimbursement will be at the rate of \$..... per kilometre.

Employee Name..... Employer.....

Signature Signature
(Employee) (Employer)

Date of Reimbursement Rate alteration to \$..... per
kilometre for the first 5000 kilometres. There after reimbursement will be at
the rate of \$..... per kilometre.

Employee Name..... Employer.....

Signature Signature
(Employee) (Employer)

Date of Reimbursement Rate alteration to \$..... per
kilometre for the first 5000 kilometres. There after reimbursement will be at
the rate of \$..... per kilometre.

Employee Name..... Employer.....

Signature Signature
(Employee) (Employer)

Date of Reimbursement Rate alteration to \$..... per
kilometre for the first 5000 kilometres. There after reimbursement will be at
the rate of \$..... per kilometre.

Employee Name..... Employer.....

Signature Signature
(Employee) (Employer)

Date of Reimbursement Rate alteration to \$..... per
kilometre for the first 5000 kilometres. There after reimbursement will be at
the rate of \$..... per kilometre.

Employee Name..... Employer.....

Signature Signature
(Employee) (Employer)

Tools

Where the Employer agrees that the Employee will provide tools for the Employer's business for use on the Employer's premises, the Employee shall be reimbursed at-

Agreement of Starting Reimbursement Rate (date) at \$..... per week

Employee Name..... Employer.....

Signature Signature
(Employee) (Employer)

Date of Reimbursement Rate alteration to \$..... per week

Employee Name..... Employer.....

Signature Signature
(Employee) (Employer)

Date of Reimbursement Rate alteration to \$..... per week

Employee Name..... Employer.....

Signature Signature
(Employee) (Employer)

Date of Reimbursement Rate alteration to \$..... per week

Employee Name..... Employer.....

Signature Signature
(Employee) (Employer)

Date of Reimbursement Rate alteration to \$..... per week

Employee Name..... Employer.....

Signature Signature
(Employee) (Employer)

SCHEDULE EIGHT

Wet Weather Gear and Protective Clothing Allowance

Where the Employee chooses to provide his/her own wet weather gear and/or protective clothing the Employer will pay the Employee a tax-free allowance of-

Agreement of Starting Allowance Rate (date) at \$..... per week/fortnight

Employee Name..... Employer.....

Signature Signature
(Employee) (Employer)

Date of Allowance Rate alteration to \$..... per week/fortnight

Employee Name..... Employer.....

Signature Signature
(Employee) (Employer)

Date of Allowance Rate alteration to \$..... per week/fortnight

Employee Name..... Employer.....

Signature Signature
(Employee) (Employer)

Date of Allowance Rate alteration to \$..... per week/fortnight

Employee Name..... Employer.....

Signature Signature
(Employee) (Employer)

Date of Allowance Rate alteration to \$..... per week/fortnight

Employee Name..... Employer.....

Signature Signature
(Employee) (Employer)

SCHEDULE NINE

Driver and/or TORO (Transport Organisation Register Online) Check

I (Employee name) consent to (organisation name) using Driver Check or TORO (Transport Organisation Register Online) through the New Zealand Transport Agency for the purposes of ensuring that I am fully licensed at all times and/or to monitor my licence status and activity.

Signed (Employee signature)

Date

SCHEDULE TEN

Fatigue

Taking proactive steps to avoid fatigue

1. Adopt these everyday habits:

- Get plenty of quality sleep before working
- Seek medical advice without delay if you have trouble sleeping
- Exercise regularly
- Eat healthy, regular meals
- Drink plenty of water

2. While driving:

- Plan ahead
- Allow time for meal breaks and rests
- Stop every 2-3 hours for a break
- Drive smoothly
- If you wear glasses, make sure they are suitable for your eyesight
- Wear sunglasses in bright weather
- Keep your windscreen clean
- Maintain the inside of your vehicle at a moderate temperature – too warm and you may doze off
- Drink plenty of water

Get off the road immediately if:

- You find yourself weaving in your lane or drifting into other lanes
- Your eyes start to play tricks on you, e.g. a motorway off-ramp looks like your lane, or a road sign looks like a person standing on the side of the road
- Your vision becomes blurry
- You lose mental focus and become unable to concentrate for more than a few seconds
- Your eyelids become heavy or difficult to keep open and they close by themselves
- Your head nods or falls toward your chest
- You become drowsy or overly relaxed