



# INDIVIDUAL EMPLOYMENT AGREEMENT

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## **EMPLOYMENT AGREEMENT**

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# INDIVIDUAL EMPLOYMENT AGREEMENT

The parties to this Individual Employment Agreement are:

**Cox Forestry Services Ltd** (the Employer)

and

\_\_\_\_\_ (the Employee)

Write your full name here.

Write full date here.

## 1. TERMS

- (a) This Agreement and its terms and conditions will come into force from the date of execution of this Agreement on \_\_\_\_\_ and shall continue in force until the Agreement is terminated in accordance with the termination provisions of this Agreement. This Agreement replaces any previous agreement between the Employer and the Employee.
- (b) The parties agree that this employment is subject to a trial period of 90 days pursuant to section 67A and 67B of the Employment Relations Act 2000, starting when the Employee commences work. The Employee acknowledges that during this trial period the Employer may terminate the Employees employment by giving one week's notice and the Employee is not entitled to bring a personal grievance or other legal proceedings in respect of that dismissal. The notice period shall be given within the trial period even if the actual dismissal does not become effective until after the trial period ends. During the trial period no provision in this employment agreement or any employer policy regarding the employers obligation (including process requirements) in relation to the performance, conduct, training or any other matter relating to the employees employment, will apply.

## 2. DEFINITIONS

Words referring to the masculine gender shall be accepted as referring to the feminine gender if appropriate.

## 3. WORK DESCRIPTION AND RESPONSIBILITIES OF EMPLOYEE

- (a) The duties to be undertaken by the Employee include those duties related to the functions of a logger and may include felling, skid work, breaking out, machine operation, or any related activity to the logging operation, including training to carry out these tasks and other duties as necessary in the Employer's business. The Employee will work under the direction of the Employer or designated person in charge.
- (b) In order to cope with changing work patterns and to ensure efficient utilisation of labour and resources, the Employee acknowledges that he will, if required, undertake duties at the request of the Employer that are outside the duties referred to in clause 3 (a) but within the Employee's capabilities, provided that such requirements are lawful and safe.
- (c) It is agreed that all duties will be performed in accordance with the instructions of the Employer and that the Employee will devote all of his normal working hours and best endeavors to performing the duties required of him in a manner which will promote the best interests of the Employer.

## 4. PLACE OF WORK

Work will be undertaken in forests around New Zealand, as made available to the Employer by the Forest Owners to whom the Employer contracts. The Employee agrees to work at any other site the Employer might reasonably request.

## 5. HOURS OF WORK

- (a) The days and time of starting and ceasing work shall be set by the Employer after consultation with the Employee.
- (b) The ordinary working hours shall be up to 45 on site hours worked over a 7 day week.
- (c) The Employee agrees to work overtime where reasonably required by the Employer.
- (d) Pursuant to 69ZE of the Employment Relations Act 2000 (and as amended), the Employee agrees that rest breaks and meal intervals will usually be taken as follows:  
  
Two Ten Minute Rest Breaks (paid):  
  
One 30 Minute Meal Interval (unpaid):  
  
The Employee agrees that the above breaks are subject to the operational requirements of the Employer and may be varied where it is not practicable to stop work. Where it is not practical to stop the break or interval shall be taken as soon afterwards as reasonably practicable.
- (e) Where the Employer is obliged to temporarily cease operation by reason of emergency, extreme weather conditions, market collapse or other reasons, the Employer shall advise the Employee as soon as possible and thereafter the Employer shall not be obliged to pay the Employees wages, but the Employee can elect to be paid out annual leave entitlement to cover the remainder period of the closure.
- (f) The Employee acknowledges and agrees that due to the needs of the Employer's business and/or production needs of the Forest Owner, the vagaries of the weather and availability of outside Contractors etc, it may be necessary from time to time for him to work on Saturday and/or Sunday. Where practicable 24 hours notice of overtime shall be given to the Employee.

## 6. REMUNERATION

- (a) In return for completing the tasks set out in the work description and adhering to the terms and conditions set out in this agreement the Employer agrees to pay the Employee the salary contained in SCHEDULE A of this agreement. The parties agree that the salary includes consideration for any time worked on Public Holidays in accordance with s 51 of the Holidays Act 2003.
- (b) Remuneration will be paid weekly.
- (c) Payment will be made by direct credit to a Bank account of the Employee's choice. Any change in the nominated Bank account must be notified in writing.
- (d) The Employee authorises the Employer to make deductions from the Employee's wages in accordance with SCHEDULE B of this agreement.
- (e) Where employment ends, for any reason, the Employee shall receive their final pay on the next pay day after termination.
- (f) Payment for periods of annual leave will be made during the period of annual leave on the usual pay day, and not in advance of the annual leave commencing unless the Employer has specifically agreed to pay before the leave commences.

## 7. NON TAXABLE ALLOWANCES (NTA)

- (a) The Employee will provide and maintain his own chainsaw to the size and specification required by the Employer.
- (b) Chain and safety gear will be supplied at the Employer's discretion.
- (c) List of spares to be carried by the Employee on job:
  - (i) Spare bar, chain and sprocket;
  - (ii) Spark plug, starter cord, screws, wedges, mauls etc;

- (iii) The chainsaw will be fully serviceable and where by virtue of age or condition the chainsaw is inadequate for the Employer's purposes, the Employee will replace it and/or ensure that he has a suitable replacement immediately available.
- (iv) if the Employee does not have access to a chain saw he will not receive a chainsaw allowance.
- (d) The Employer will reimburse the Employee's expenses at an agreed rate specified in Schedule A.
- (e) All equipment supplied by the Employee will be compliant with all legislation relating to work or occupational safety practices.

## 8. WET/UNSAFE WEATHER

If work has been stopped due to the weather, production loss shall be made up on extra days as required and agreed with the Employer.

## 9. PROTECTIVE CLOTHING

Where the Employer provides protective clothing (PPE), the Employee shall:

- Maintain and care for the clothing so that it remains fit for the intended purpose for a realistic timeframe appropriate relevant to that item.
- Where through fair wear and tear the clothing requires replacement, the item must be returned to the Employer before any replacement will be issued. If the item is not returned the Employee is responsible for paying the cost of any replacement.
- The Employee may be charged for items either wilfully damaged or lost. Such charges may be deducted from wages payable to Employee per Schedule B.
- **ONLY COX FORESTRY SERVICES PPE IS TO BE USED BY THE EMPLOYEE. THE USE OF OTHER COMPANIES PPE OR NON-EMPLOYER BRANDS WILL RESULT IN THE EMPLOYEE BEING SENT HOME WITHOUT PAY.**

## 10. EMPLOYEE OBLIGATIONS

- (a) Employment is based on information provided by the Employee in his application form, resume, pre employment questionnaire and formal job interview(s). If any false or misleading information was given or any material facts suppressed, the Employee may be dismissed.
- (b) The Employee warrants that he has disclosed to the Employer any injuries and/or illnesses previously suffered that may affect the Employee's ability to effectively carry out the duties for which he has been employed. A breach of this clause could mean that workplace injuries sustained by the Employee may not be approved or accepted by the ACC and/or the Employer and may give grounds for dismissal.
- (c) During normal working hours the Employee shall devote the whole of his time, attention and abilities in carrying out his duties.
- (d) The Employee shall carry out his duties well, faithfully, honestly and diligently, providing the Employer the full benefit of his experience and knowledge.
- (e) The Employee shall use his best endeavours to promote, develop and extend the Employer's business interests and reputation and not do anything to its detriment.
- (f) The Employee must not engage in any paid or unpaid employment which might adversely affect the performance or safety of the duties of his position without the written permission of the Employer, which will not be unreasonably withheld.
- (g) The Employee is expected to use courteous and considerate behaviour in all dealings with his colleagues, customers, clients, suppliers or any business contacts. The Employee must not use language or conduct likely to cause offence to or about any person or group, whether on the grounds of religion, colour, race, or ethnic origins, sex or age of the person or any other grounds.
- (h) The Employee is not authorised to use any premises, equipment or materials belonging to the Employer for non-work related tasks without obtaining **prior** verbal permission from the Employer.

- (i) The Employee is not authorised to make any statements or give any interviews to media representatives without the prior express written permission of the Employer.
- (j) The Employee agrees that the following Social Networking and Blogging Restrictions apply at all times, whether during or outside of work hours.
  - (i) The Employee is not permitted to refer to the Employer (by name, image or otherwise) in any social media forum, except as expressly agreed by the Employer.
  - (ii) The Employee is not permitted to identify (by name, image or otherwise) any client/supplier/employee of the Employer in any way which connects that person/organisation with the Employer, except as expressly agreed by the Employer and the person/organisation concerned.
  - (iii) The Employee is not permitted to disclose via any social network media any confidential information relating to his employment which includes employment terms and conditions, policies, rosters, internal communications (including verbal communication, letters, emails and texts) and any concerns or complaints which the Employee or any other Employee may have against the Employer.

## 11. PUBLIC HOLIDAYS

- (a) If the Employee works on a public holiday he will be entitled to an alternative holiday in addition to his normal annual leave entitlement.
- (b) If the public holiday falls on a day the Employee would not normally work and the Employee does not work on that particular public holiday, the Employee will not receive a day's pay or an alternative holiday.
- (c) Employees must work on public holidays when requested to do so by the Employer, if that public holiday would otherwise have been a normal working day for the Employee.
- (d) Where the Employee is required, or has agreed to work on a public holiday, but is unable to work because the Employee, his spouse or dependant is sick or injured, or the Employee suffers a bereavement, the Employee will be paid his normal relevant daily rate.
- (e) The Employer shall give reasonable notice to the Employee whenever possible if the Employer requires the Employee to work on a public holiday.
- (f) The alternative day is paid at the relevant daily pay rate the Employee earns.
- (g) The alternative holiday can be taken at a later date that both parties agree to.
- (h) Alternative holidays can be 'sold' by the Employee or 'bought' by the Employer after the expiry of 12 months from the entitlement arising i.e. they can be paid out in cash if agreed by both parties.
- (i) The Employer and Employee may agree to transfer all or part of a public holiday to another identified day that must otherwise be a working day for the Employee and not a public holiday pursuant to section 44A or 44B of the Holidays Act 2003.

## 12. ANNUAL LEAVE/CLOSEDOWNS

- (a) The Employee is entitled to **4 weeks** paid annual holidays per annum calculated in accordance with the provisions of the Holidays Act on completion of one year's current continuous employment with the Employer.
- (b) Annual Holidays shall be taken at a time to be agreed by the Employer and the Employee and failing agreement, as directed by the Employer. The Employee must give at least 14 days of notice that he wishes to take annual holidays. The Employer will endeavour to accommodate requested holiday dates, but may not be able to do so. Holiday requests will be considered in the order in which they are received and requests may be refused because other employees will be absent; to ensure that holidays are available to cover close down periods; to ensure that the Employee is able to benefit from a proper break from the employment; or to meet the operational requirements of the business. The Employer may direct that the Employee take annual holidays where the parties have been unable to agree when holidays should be taken, and shall provide not less than 14 days of notice of the requirement to take holidays.

- (c) The Employer reserves the right to operate a customary closedown period at Christmas during which the Employee is not required to work, and is required to take all or some of his annual holidays in accordance with the provisions of the Holidays Act 2003. If the Employer decides to operate a closedown at this time, the Employer will provide at least 14 days notice.
- (c) Cashout of annual holidays - the Employee can request to cash up no more than one weeks annual leave. Any request must be made in writing. More than one request may be made until a maximum of one week of the Employee's annual holidays has been paid out in each entitlement year (a period of 12 months continuous employment from the anniversary of the employee's starting date.)
- (d) Annual Leave must be applied for on the Employers prescribed leave application form a minimum of four weeks before the period intended so that adequate coverage can be arranged.

### 13. SICK LEAVE

- a) The Employee must telephone **Blain/Luke/Foreman** personally 12 hours before work starts (unless the Employee is excused from such requirement) to explain the reason for absence. It is not acceptable to send a text message or communicate through another staff or family member, or other person. Failure to make contact personally or at all will be viewed seriously and investigated as a disciplinary matter.
- b) Following the completion of six months continuous employment the Employee shall be entitled in each ensuing period of twelve months to five days paid sick leave. Thereafter the Employee may carry over any unused sick leave to a maximum total of 20 days total current entitlement in any one year.
- c) Sick leave may be taken only when the Employee is sick or injured; or the spouse or partner of the Employee is sick or injured; or a person who depends on the Employee for care is sick or injured.
- d) The Employer requires the Employee (at the Employee's cost) to produce proof of sickness or injury (a **medical certificate**) if the sickness or injury is for a period of 3 or more consecutive calendar days, whether or not those days would otherwise be working days for that Employee.
- e) Regardless of clause 13 d), the Employer may require the Employee to produce proof within three consecutive calendar days provided the Employer informs the Employee as early as possible that proof is required and the Employer agrees to meet the Employee's reasonable expenses in obtaining the proof.
- f) **Payment for sick leave may be withheld until proof of sickness or injury is produced by the employee.**
- g) The payment for sick leave will be the basic wage rate for ordinary days work.
- h) Sick leave must be applied for on the prescribed company leave form as soon as practicable upon return to work.

### 14. PARENTAL LEAVE

The provisions of the Parental Leave and Employment Protection Act will apply to this employment agreement.

### 15. BEREAVEMENT LEAVE

- (a) After completion of 6 months employment the Employee is entitled to 3 days' bereavement leave where the bereavement results from the death of the Employee's spouse, parent, child, brother, sister, grandparent, grandchild, father-in-law, and mother-in-law.
- (b) The Employee is entitled after 6 months employment to 1 days' bereavement leave where the bereavement results from the death of any other person if the Employer accepts, having regard to relevant factors, the Employee has suffered a bereavement as a result of the death. Relevant factors include
  - the closeness of the relationship or association between the Employee and the deceased
  - whether the Employee may have any responsibility for arrangements for the ceremony
  - any cultural responsibilities the Employee has in relation to the death
- (e) The Employee must complete the Employer's bereavement leave application form as soon as practicable

upon return to work.

- (f) The Employee is to give the Employer as much notice as possible of the need to take Bereavement Leave in advance, but regardless, always before the start of the Employee's next working day.

## 16. DRUG AND ALCOHOL TESTING

- (a) The Employee agrees that due to the nature of the work performed in the forestry industry - in particular the use of machinery in the industry, that the use of illegal drugs, alcohol or illegal substances of any kind by the employee would constitute a significant hazard in the workplace.
- (b) Under no circumstances may the Employee come to work under the influence of alcohol or drugs (unless the drugs are prescribed by a doctor and the Employer has previously been advised). No alcohol (unless permission has been granted) or non-prescribed drugs are to be brought onto or consumed on any work site of the Employer. The Employee must report to work in such a condition that he is able to perform all of his duties properly and safely.

If the Employer has reasonable grounds to believe that the Employee may be unfit to work (for any reason), or under the influence of drugs/alcohol, the Employer may require the Employee to immediately cease work and undergo a medical examination (including testing for drugs / alcohol) by a person nominated by the Employer and not to report to work until the Employee is certified fit to work by an appropriate health professional.

The Employer has staff who are qualified to conduct testing for drugs / alcohol and tests may be conducted on-site.

If the Employee returns a non-negative test for the presence of drugs/alcohol, the Employee will be stood down pending a formal disciplinary hearing. If the tests confirm a negative result for the presence of drugs/alcohol, then the Employee shall be entitled to their normal ordinary time pay rate for the period stood down. A non-negative test can result in disciplinary action up to and including termination of employment.

- (c) The Employee acknowledges that a drug/alcohol testing programme is an essential part of the Employers responsibility to maintain a safe workplace environment and to eliminate significant hazards in the workplace and agrees that as part of his commitment to maintaining a safe workplace that he will take part in any drug/alcohol testing as may be required from time to time by the Employer (including reasonable cause, post-incident and random testing) or as required by the forest company to whom the Employer may contract.
- (d) The Employee agrees that any non-negative result (indicating the presence of alcohol, illegal drugs or illegal substances of any kind) following a drug/alcohol test constitutes serious misconduct and may provide grounds for summary dismissal.
- (e) The Employees signature upon this agreement provides consent to the results of such tests being made available to the Employer, and where so required by the forestry owner to whom the Employer contracts, consents that results may also be provided to that forestry owner.
- (f) The Employee agrees that refusal or failure without reasonable cause to take part in a drug/alcohol testing when required to do so by the Employer shall constitute insubordination being serious misconduct and may provide grounds for summary dismissal.
- (g) The Employee shall be required to participate in drug/alcohol testing as a pre-requisite to being employed by the Employer.
- (h) The Employee shall be paid at the normal rate for any time spent participating in drug/alcohol testing.
- (i) If the Employee returns a "non-negative" test and requests confirmation of that result, he may be stood down while laboratory results are obtained. If those results confirm a non-negative test, the Employee will not be eligible for pay for the days stood down. If the results do not confirm a non-negative test, then the Employee shall be entitled to reinstatement of his normal ordinary time pay rate for the days stood down.
- (j) If the Employee is involved in any accident, incident or significant property damage, he will be tested immediately to identify whether drugs or alcohol are present. If the drug and alcohol test is returned as non-negative, this constitutes serious misconduct and may provide grounds for summary dismissal. If the Employee returns a negative result, then the Employee may be permitted to return to work pending an investigation into the accident/incident or significant property damage.



If, at the sole discretion of the Employer, dismissal is not imposed the Employee shall not be permitted return to employment until an approved rehabilitation program undertaken and a negative drug and alcohol test is achieved. Thereafter, if a drug and alcohol test is subsequently returned non-negative in the next 12 months the Employee will be dismissed.

- (k) The Employer reserves the right to search the Employee's personal effects or vehicles which are on the Employer's premises or under the Employee's control for non-prescribed drugs, stimulants, synthetic drugs and alcohol, and the Employee understands and acknowledges that failure to allow such shall be treated as serious misconduct and provide grounds for summary dismissal.

## 17. HEALTH & SAFETY

- (a) It is the joint responsibility of both the Employer and the Employee to make the workplace safe and healthy for all staff and public. To achieve this the Employee shall ensure that all health and safety legislation and codes of practice including the Approved Code of Practice for Safety and Health and Forest Operations, shall be complied with at all times.
- (b) The Employee shall comply with all statutory obligations, company policies, procedures, rules and special work requirements on or about all operational areas of the organisation including when attending on any site premises or property not belonging to the Employer, where such attendance is pursuant to this employment agreement.
- (c) The Employee shall take an active and personal interest in his own safety and that of other Employees. The Employee is reminded of the Health and Safety at Work Act 2015 and employee obligations contained therein. If the Employee fails to report an observed breach of a critical safety rule by another employee(s) or does nothing about any unsafe act personally witnessed, he will be held as responsible as the person committing the act, including the possibility of disciplinary action and dismissal.
- (d) The Employee shall report all accidents and/or injuries to the Employer as soon as practicable, but regardless without fail by the end of the working day.
- (e) If the Employee attends work with any disability, he shall without fail inform the Employer before the commencement of work of such a disability.
- (f) Failure or refusal to comply with safety requirements shall provide grounds for summary dismissal.
- (g) The Employee is required to disclose any previous injuries or illnesses that could detrimentally effect his ability to fulfil the job for which he is employed. The Employer may require the Employee (at the Employer's expense) to undertake a full medical examination prior to commencement of employment.
- (h) In the event of the Employee becoming ill or injured, or contracting a gradual process injury, illness, infection or disease, whether work or non-work-related, the Employee hereby irrevocably consents to the collection and release of any medical information, current or historical, regarding the injury, illness, infection or disease. The Employee consents to the information being used to ascertain whether an injury is work related or for purposes related to ascertaining and determining what duties the Employee can perform until the Employee has been assessed as having completely recovered from the Employee's injury, illness, infection or disease.
- (i) The Employee agrees to undergo a medical examination if requested where the Employer is considering terminating the Employee's employment for medical incapacity to determine a prognosis and establish the likelihood of the Employees return to work.
- (j) In the event that the Employer has proper and reasonably founded concerns as to the adequacy, accuracy or outcome of the employee's medical examiner's report then the Employee agrees to attend the Employer's nominated health professional at the Employer's expense, for a medical examination. The Employee agrees for the results of the medical examination to be made available to the Employer.
- (k) Where a claim is submitted to ACC alleging that injury occurred at work, the Employee must notify the Employer and provide a copy of the claim form within 24 hours of submission to ACC. In the event that the Employee fails to comply with this clause (or failed to report the accident or injury at the time it occurred to management) the Employer may dispute that it is a workplace injury, and this may impact upon the Employee's claim and result in disciplinary action against the Employee.
- (l) The Employer may terminate the Employee's employment by giving such notice to the Employee that the Employer deems appropriate in the circumstances if, as a result of mental or physical illness, injury or

incapacity however arising the Employee is rendered incapable of the proper ongoing performance of his duties under this agreement. The Employee agrees to provide the Employer with all relevant medical information upon request from the Employer. Termination of the Employee's employment for medical reasons shall not occur until:

- (a) The Employer has taken reasonable steps to consult the Employee (or, if the Employee is mentally incapable, the Employee's next of kin or medical practitioner)
  - (b) The Employer has taken all reasonable steps to obtain informed medical opinion as to the Employee's ability to perform the required duties under this agreement, and
  - (c) The Employer has considered options for redeploying the Employee on alternative duties.
- (m) If the Employee for whatever reason becomes incapacitated, and is unable to return to his normal duties within a one month period, the Employer shall be entitled to commence the process detailed in 17(l) to terminate the Employee's employment.

## 18. VEHICLES

The Employee shall comply with all aspects of the Employers attached "House Rules and Use of Company Vehicles policy.

## 19. EMPLOYER RULES AND POLICIES

A copy of the Employer's current rules are attached to this agreement and form part of the conditions of employment. It is the duty of the Employee to understand and adhere to these rules. The Employee must observe and comply with all rules, policies and procedure in force, and failure to do so could result in disciplinary action or dismissal. The Employer is entitled from time to time to amend, cancel or introduce such rules, policies and procedures as it considers necessary and such amendments will take effect when notified to the Employee.

As part of the Employees induction he will be provided with a copy of the ACOP and is expected to be familiar and comply with the Code.

## 20. PERSONAL GRIEVANCES AND DISPUTES PROCEDURES

Should you at any time have any cause of complaint in relation to your employment such dispute or grievance should in the first place be made to the employer and must not be discussed at large within the workplace. You are reminded that a personal grievance is about a situation where you feel aggrieved because of an action, or actions, taken by us. Any staff member may use this procedure.

If you feel that we have treated you unfairly and feel aggrieved and that you have not resolved this situation by previous discussion with us we advise that you may take the following steps:

### Step 1

You must first speak with your foreman. If for any reason you don't wish to raise it with your foreman, you should speak to the owner, or someone else who can deal with it, so we can deal with your concern at once.

### Step 2

If you (or your representative) prefer to raise any matter with us in writing, or if any matter you have raised under Step 1 has not been resolved, you should write a letter regarding your problem or grievance, covering three points:

1. Details of your problem or grievance.
2. Why you feel aggrieved.
3. What solution you seek to resolve the matter.

If your letter raises a grievance, please submit it within 90 days of the event giving rise to it.

### Step 3

We will then meet (within 14 days of us receiving your Step 2 letter), to discuss and attempt to resolve the matter. Either party failing to attend this meeting will be regarded as a serious breach of our employment relationship. If either party feels they are unable to reach a solution, they must advise the other party in writing, setting out the reason(s) for their decision.

**Step 4**

If the problem or grievance cannot be resolved at the Step 3 meeting, and you wish to pursue a Personal Grievance, you must write to us advising this. If there is no change in the details of your grievance, as set out in Step 2, you may simply refer to your Step 2 letter. Otherwise, you will need to write a further letter.

*Note: You must follow Step 4 within 90 days of any advice, under Step 3, that either party is unable to resolve the grievance. Failure to provide this formal notice within the 90-day period shall render the grievance out of time. If you raise your grievance out of time we can choose to accept or reject it. If we choose to reject it, you would have to ask the Employment Relations Authority to grant you leave to raise the grievance out of time. This time limit is to ensure that every effort is made to resolve grievances as quickly as possible in accordance with the principles of the Employment Relations Act.*

**Step 5**

Within 7 days of receiving your advice that you are pursuing a Personal Grievance, we will advise you, in writing, of our final review of the circumstances and whether we believe a solution is possible. This step is not to delay filing your Personal Grievance with the Mediation Service of the Ministry of Business Innovation & Employment, but to give us a final opportunity to review our position.

**Step 6**

You may file your Personal Grievance with the Employment Relations Authority or with any alternative mediation provider as may be agreed.

You may obtain information or advice on employment matters from a number of sources including, but not limited to:

- Lawyers
- Employee advocates
- Unions
- Ministry of Business Innovation & Employment - 0800 800 863

**21. TERMINATION OR SUSPENSION OF AGREEMENT**

- (a) This Agreement can be terminated by either party giving at least **2 week's** notice of termination or resignation in writing as the case may be. No notice is required in the event of summary dismissal.
- (b) Should the employee fail to work out the required notice period, the Employee will reimburse a days wages in lieu of each day (or part thereof) of the notice period the Employee would normally have worked but did not. The Employee acknowledges this clause means that the Employee will not be paid for the day the Employee did not work and will be liable to pay the Employer the greater of the equivalent of a days wages or the actual costs to the Employer incurred as a result of the Employees breach of this agreement as liquidated damages for each day the Employee does not work.
- (c) If the Employee gives notice that is longer than the notice period specified the employer shall be entitled to treat the notice as having effect as if the notice period referred to in clause 21 (b) above has been given, and the employment will come to an end at that point.
- (d) During the notice period the Employer may at any time;
  - (i) direct the Employee not to undertake his usual duties and to carry out other duties; or
  - (ii) direct the Employee not to attend work (take garden leave); or
  - (iii) end the employment immediately and pay wages in lieu of the unexpired notice period.
- (f) Serious misconduct by the Employee may give rise to summary dismissal and no notice period will be given to the Employee by the Employer. Conduct that may give rise to summary dismissal includes (but is not limited to) those items detailed in the "Employee Rules" section of the "House Rules". In this case, the Employee will be paid up to the day of termination i.e. no payment in lieu.
- (g) The Employer may suspend the Employee during any investigation carried out by the Employer into any alleged serious misconduct or for any other reasonable purpose. The Employer will seek the Employee's input before suspension. Where it is alleged that the Employee has committed serious misconduct that also amounts to a crime or offence under the law of New Zealand, the suspension will be without pay. However, if the Employer following a fair and reasonable investigation determines that no such serious misconduct has occurred, the Employee will be reinstated to his position without loss of entitlements

including retrospective restoration of any pay which would have been earned in ordinary time during the period of suspension.

- (h) This agreement may be deemed terminated if the Employee:
- i) Has provided to the Employer any information which is false or misleading to a material extent in relation to the Employee's employment under this agreement.
  - ii) Has failed to provide to the Employer any information which may have affected the decision to employ.
  - iii) Has failed to comply with an earlier written notice given to him by the Employer specifying a material breach of this agreement by the Employee and, in the case of a breach which is capable of remedy, requiring that the Employee remedy that breach within 4 days after receipt of that earlier notice.
  - iv) Has committed any breach of this agreement, which breach is not capable of being remedied by the Employee within 3 days.
- (i) The Employee shall return any property belonging to the Employer including tools, clothing and equipment, forthwith upon termination or resignation. The Employer may be charged for any unreturned item.
- (j) The Employee agrees that throughout the term of employment, the Employee shall keep the Employer informed of the Employee's current home address and contact telephone number and provide another person's emergency contact phone number.

## **22. ABANDONMENT OF EMPLOYMENT**

Where the Employee is absent from work for a continuous period of 3 consecutive scheduled working days the Employer shall consider the employment relationship terminated by reason of abandonment.

The Employer acknowledges that before the Employee is deemed to have abandoned his employment, the Employer will take reasonable steps (telephone and txt message to the last known contact details supplied by the Employee) to contact the Employee, before regarding the termination of employment relationship confirmed.

## **23. SALE AND PURCHASE OF BUSINESS**

- (a) If the Employer is proposing a sale, transfer or restructuring of its business so that Employees' work may be performed for a new employer, the Employer shall negotiate with the new employer about the sale, transfer or restructuring to the extent that it relates to affected employees.
- (b) In this clause, restructuring, new Employer and affected Employee have the meanings given to them by the Employment Relations Act 2000 (as amended).
- (c) The Employee hereby consents to the Employer disclosing personal information to the new employer regarding the Employee's employment for the purposes of complying with the Employer's obligations under this clause.
- (d) The Employer will adhere to the following process when negotiating with the new employer about the sale, transfer or restructure to the extent that it relates to affected employees:
- As soon as feasible will consult with affected employees regarding the proposed sale, transfer or restructuring.
  - will negotiate with the new employer regarding the possible transfer of affected employees.
  - will explain the terms and conditions of each Employee's employment to the new employer.
  - will explain how many employees work in the business and what role each one occupies.
  - will discuss whether the affected Employees will transfer to the new employer on the same terms and conditions of employment, whether the new employer can offer alternative positions to Employees.
  - will alert the new employer to any questions or concerns that affected employees may have regarding the sale, transfer or restructuring.

## **24. CERTIFICATE OF SERVICE**

Upon request, the Employee when leaving or being discharged may be given a Certificate of Service if requested.

## **25. FRUSTRATION OF AGREEMENT OF EMPLOYMENT**

Where as a result of the ceasing of production the Employer no longer has work available, the Employer shall be entitled to suspend the employment of the Employee without pay for a period of up to one month. In such circumstances, the Employer will attempt to minimise the effect of this provision by endeavouring to provide work to the maximum extent and by permitting the Employee to take leave.

Any period of stand down under this clause shall not affect the benefits accruing under the Employee's agreement of employment and shall not affect continuity of employment.

In case of over producing (during quota periods) the Employee will be responsible for finding alternative work for any days in which the Employer is unable to provide work.

## **26. REDUNDANCY**

- (a) "Redundancy" means a situation where an Employee is terminated by the Employer, the termination being attributable, wholly or mainly, to the fact that the position filled by that Employee is, or will become, superfluous to the needs of the Employer.
- (b) Any Employee who is to be made redundant will receive the contractual period of notice set out in these terms and conditions or payment in lieu of such notice.
- (c) If the Employee's position is redundant there will be no redundancy payment made to the Employee.
- (d) A deemed redundancy will arise should the Forest Owner to whom the Employer contracts bars the Employee from entering the forest at which work is undertaken and redeployment is not available elsewhere within the Company.

## **27. TRAINING**

The Employee will be available to attend training courses as required by the Employer, the costs of which will be covered by the Employer. Payment of wages will be paid for any course the Employee is required to attend by the Employer during working hours. However, if the course occurs outside normal working hours no payment shall be made for time spent in attendance. In the event that the Employee terminates his employment with the Employer within a period of three months of completing a training course, the Employee will be required to reimburse the Employer the full cost of such training course.

## **28. HARASSMENT**

No form of harassment, (sexual or racial) or bullying or intimidation of any kind will be tolerated by the Employer. A formal investigation will be commenced upon a complaint being received and that investigation will result in disciplinary action being taken if allegations of harassment, intimidation or bullying are substantiated.

## **29. REPRESENTATION**

The Employee warrants that the representations he has made to the Employer regarding his ability and skills to undertake the required work are true and are an essential component of the Employers decision to employ the Employee.

## **30. NOTICES**

Any notices to be given to either party to the other shall be deemed to have been brought to a parties attention if it is delivered or posted to that parties last known residential address or in the case of the Employer, to its registered office.

## **31. VARIATIONS**

The terms and conditions of this agreement may be varied by the agreement of both parties in writing.

## **32. COMPLETENESS**

The terms and conditions set out in this contract replace any previous agreements and understandings.

33. Where any provision of this agreement is rendered void, unenforceable or otherwise ineffective by operation of law such avoidance, unenforceability or ineffectiveness shall not affect the enforceability of the remaining provisions.

34. FORCE MAJEURE

If any party to this agreement cannot perform its obligations under this agreement by reason of riot, earthquake, volcanic activity, fire storm, flu pandemic, operation of law or other like cause beyond the control of the party (the force majeure event) that party shall be released from its obligations under this agreement if and to the extent that such party is prevented or delayed from performing the obligations by reason of that force majeure event, but without prejudice to any pre-existing claim or pre-existing liability in respect of this agreement.

**Write your full name here.**

I, (full name) \_\_\_\_\_, declare that I have been provided with a copy of this agreement, and House Rules referred to and that I have and understand the terms and conditions of this agreement and fully accept them.

I declare that I have been advised that I was entitled to seek independent advice about this agreement and that I have been given a reasonable opportunity to seek advice.

I further declare that I have read, and am able to adequately understand the provisions and implications of this agreement and I accept all the conditions fully.

**SIGNED**

**Employer:**

**Employee:**

**Date:**

**Date**

**Write your signature here.**

**Write full date here.**

## SCHEDULE A

1. Salary \$ \_\_\_\_\_ (nett p/a) paid weekly.  
(Kiwi saver or any other deductions will be taken from above amount).

2. Non-taxable allowances

Chainsaw	\$90.00
Clothing	\$35.00
Vehicle	\$20.00
Tool	\$30.00
Home office / cellphone	\$35.00
<b>Total</b>	<b>\$210.00 per week.</b>

3. Company Issue

Company cell phone (can be used for personal use)	Y	N	Number	
Company Vehicle	Y	N	Plate	
Private use of company vehicle	Yes Unlimited		Yes Limited	No
Conditions (vehicle use)				
Fuel Card (not for personal use)	Y	N	Card #	

4. Declaration

I, declare that I have read and fully understood this Individual Employment Agreement and accept all conditions as outlined. Prior to acceptance of the agreement, I acknowledge I was given the time and opportunity to seek independent advice and have clarified anything I do not understand or agree with.

### SIGNED

Employer:

Employee:

Date:

Date

**Write your signature here.**

**Write full date here.**

## SCHEDULE B

### AUTHORISED DEDUCTION SCHEDULE

I agree that I have been advised by the employer of the reason for the deduction/s noted below and I consent to the employer making a deduction from my wages/salary in respect of any of the following:

1. Termination of Employment

Upon termination of employment I consent to my employer deducting from my final pay any monies owing by me to my employer arising from;

- (i) salary or wages advanced to me by my employer;
- (ii) overpayments made by my employer to me;
- (iii) personal expenses I have incurred in my employers name;
- (iv) sick leave taken in advance;
- (v) bereavement leave taken in advance;
- (vi) annual leave taken in advance
- (vii) failure to return issue PPE or clothing
- (viii) failure to return equipment or tools

2. Damaged Or Lost Items

I consent to my employer deducting from my final wages the reasonable cost for items issued to me subsequently wilfully damaged or lost

**SIGNED**

**Employee:**

**Write your signature here.**

**Date:**

**Write full date here.**



## SCHEDULE C

### HOUSE RULES

The following policies and rules are for the Employee's information. It is the duty of the Employee to understand and adhere to these policies. The Employer may review and amend these policies at any time and shall ensure that the Employee is given appropriate notice of any alterations. Any amendments shall thereafter become part of the Employees' Individual Employment Agreement.

#### SAFETY

The following contains information on safety procedures and rules with which the employee must be familiar. These are very important as they form the basis for disciplinary procedures, which include **summary dismissal**. They are deemed to be part of the employment agreement. They may be added to from time to time depending upon changed agreement requirements or legislative changes.

#### 1. Personal Details

In cases of emergency, particularly in cases of serious illness or injury, the company must be able to contact the employee's family quickly.

The employee must notify the company promptly of any changes in his:

- Address and phone number;
- Marital status and any change of name;
- Name, address and phone number of next of kin.

#### 2. Accidents

All accidents must be reported to the employer immediately.

For accident compensation, all Medical Certificates are to be handed to the employer or foreman, and it is the employees responsibility to ensure he obtains a medical certificate every time he visits his Doctor, hospital or clinic for treatment.

Should the employee be hurt outside normal hours of work then it is the employees responsibility to claim Accident compensation.

In the event of a long-standing illness and/or injury, the employer must be satisfied with any medical evidence assessing the employee as fit to resume normal duties.

#### 3. Safety at Work

The employer will provide the employee with details of the employer's and Forest Owners safety rules and procedures.

The employee will:

- (i) ensure he is familiar with these;
- (ii) take all practicable steps to ensure his own safety and the safety of others in the workplace;
- (iii) promptly advise the employer of potential safety hazards in the workplace.

Both parties will abide by the employer's safety rules and procedures and the provisions of the Health and Safety at Work Act 2015 and amendments to that Act, and also the Approved Code of Practice for Safety and Health and Forestry Operations ("Bush Code").

The following general safety rules apply:

- Observe all safety precautions and procedures including the wearing of protective clothing and equipment;

- Safety devices fitted to machines must not be removed during operation;
- Report all defective tools or equipment to your employer;
- Do not attempt to operate machines or tools with which you are not familiar;
- Take care when working on even the simplest of jobs;
- Never indulge in horseplay or practical joking as such actions may lead to accidents;
- Compressed air hoses are a potential hazard. Air at pressure can readily enter through your skin to produce bubbles in the blood stream. Never use air hoses for cleaning yourself or your clothing down;
- Use of radio telephones - familiarisation and use of in emergencies;
- Always immediately observe the direction given by your employer or his representative in safety matters;
- Always comply with all provisions of the Health and Safety at Work Act and the Approved Code of Practice for Safety and Health and Forest Operations;

Failure to comply with any of the above points may result in instant dismissal.

#### 4. **On-site Mobile Plant**

Only permanently appointed drivers, or those employees authorised by their supervisors, are permitted to operate this plant. Those who are untrained and unskilled are a definite safety risk. The carrying of other employees on mobile equipment is prohibited.

#### 5. **Safety Equipment**

**Adequate protection** must be worn at all times that chainsaws are in use. **Hard Hats & Hi Viz** must be worn in all logging areas. **Ear Protection** must be worn in high noise areas. Employees are responsible for any equipment issued. Employees will be charged for items wilfully damaged or lost. Hi Viz must be kept in a clean condition. Failure to comply with this clause can result in dismissal.

### **MISCONDUCT**

In the event of serious misconduct an employee may be summarily dismissed without a previous warning.

Serious misconduct means conduct of a grave and serious nature that is prejudicial or likely to be prejudicial to the employer's interests and reputation and is incompatible with the employee's ability to faithfully carry out his duties with the employer. Offences regarded as serious misconduct, and which may result in summary dismissal, shall include but not be confined to the actions listed below:

- unauthorised possession or removal of any property or confidential information belonging to the employer or its clients, customers, suppliers or other employees;
- falsification of timesheets, attendance records, medical certificates, employment records and any other employer or client document or record; and any action which could result in a payment to which the employee is not entitled;
- the recording of any factually incorrect data on an employment application form, or the deliberate omission or concealment of relevant information, or the falsification of any company document including character references;
- any other examples of dishonesty considered by the employer to breach the trust and confidence required in the employment relationship
- wilful and/or reckless conduct causing injury to any person including the employee or resulting in the loss or damage to the employer's business property, reputation, or financial position, or that adversely affects safety or quality;
- assault, verbal or physical abuse, intimidation or sexual harassment of another employee or any person dealing with the employer as a customer or business contact, or occurring on work premises;
- showing the effects of drug or alcohol consumption, or reporting for work in such a condition that in the opinion of the employer the employee is unable to perform his duties properly and safely. Other drug or alcohol related offences such as the taking of drugs (unless prescribed by a registered medical practitioner) or consuming alcohol at work shall also fall into this category;
- commission of any crime or offence or other act which would render an employee unsuitable for continued employment by the employer;

- wilful and/or reckless acts which endanger safety, quality or employer's property;
- conducting business in competition with the employer;
- selling stock and keeping the proceeds;
- distributing information to others about production methods, pricing or any matters that should remain confidential;
- irresponsible use of first aid, fire protection or safety equipment;
- unauthorised use of employer's vehicle and equipment;
- refusal to obey a lawful and responsible written or oral instruction; this includes refusal to work reasonable overtime as required, or refusal to perform assigned work;
- unauthorised possession and/or movement of company, client or other employees property. This includes scrap, waste, and damaged items;
- fighting and/or verbal abuse of another employee, customer, or client in working hours;
- smoking in a non-smoking area;
- unauthorised gambling at employer's work site/premises;
- failure to follow safety requirements as outlined in employer policy or statutory regulations. This includes failure to use or wear safety equipment and/or protective clothing and the removal of safety guards;
- unauthorised or personal use or misuse of employer's vehicles;
- Walking off the job
- Any other behaviour that is seen to be a serious breach of the working relationship within the business and of the standard of the business and/or which breaches the trust and confidence required in the relationship

## **DISCIPLINARY PROCEDURE**

- (a) The Employee is expected to maintain a standard of competence, performance and conduct appropriate to his position and responsibilities and in accordance with the employer's instructions during his employment.
- (b) Where the Employer considers or receives a complaint that the standards of competence, performance or conduct of the Employee is not in the interests of the company or other employees, the following procedure will be followed:
  - (i) The Employer will investigate the allegations giving rise to the complaint.
  - (ii) Generally and depending upon the circumstances, before entering into a formal process the Employee will be advised of the Employers concerns and given a reasonable opportunity to improve. The intent is to encourage the Employee to behave in a manner that is appropriate to their employment. In some cases the employer may move directly to a formal procedure.
  - (iii) Prior to attending any formal meeting, the Employee will be advised of the specific allegation(s) and of the consequences available should the allegation be found to be substantiated. The Employee will also be advised that they are entitled to have a support person at the formal disciplinary meeting. During the meeting the Employee will be given an opportunity to provide his explanation in respect of the allegation(s). The Employee's explanation and any mitigating circumstances will be considered before any decision is made on the appropriate course of action.
 

Where misconduct or substandard work performance is considered serious enough, a written warning, final written warning, or dismissal, may be issued without a verbal or written warning preceding it.
  - (iv) If the Employer decides to issue a warning, this will be issued formally and confirmed in writing. The warning letter will detail any corrective action that is required, the consequence of continued or further instances of misconduct or substandard job performance and the period of time the warning will last for.

Where there has been misconduct not sufficient to justify summary dismissal then the following warning procedure will be used:

- |                |  |
|----------------|--|
| First Offence  | A verbal warning will be given to the Employee. The Employer will keep a written record of that warning.   |
| Second Offence | A written warning shall be given. This warning shall include: <ul style="list-style-type: none"> <li>(i) a statement of the problem; or</li> <li>(ii) identification of any rule or term that has been broken;</li> <li>(iii) any consequences which resulted from the breach;</li> <li>(iv) any corrective action required of the Employee;</li> <li>(v) the proposed action by the Employer failing corrective action;</li> <li>(vi) the length of time the warning is valid for and when it will expire.</li> <li>(vii) a reference to the previous verbal warning(s) and the date(s) given.</li> </ul> |
| Third Offence  | Termination of Employment.   |
- (v) All warnings will remain effective for a period of twelve months. If the Employer is required to impose a further disciplinary sanction within the effective period, the next stage of sanction will be imposed (written warning or dismissal) dependant on which stage has already been imposed. Warnings are of general effect and are not limited to repetition of the same or similar conduct.
- (vi) In circumstances where the unsatisfactory behaviour or performance of the Employee is considered by the Employer to be sufficiently serious, the Employer can issue a final written warning without first issuing a verbal warning.

## COMPANY VEHICLES

Where the Employee operates any company vehicle, the following rules apply without exception:

- (a) The Employee must take good care of the vehicle and maintain it in a clean and tidy condition, ensure it is clean and tidy after each use and serviced as per the manufacturer's recommendation.
- (b) The Employee is responsible for checking any company vehicle has current relevant registration, WOF/COF, road user tax (where applicable), fuel, lubrication and correct tyre pressure before operating that vehicle.
- (c) Passengers are not permitted in any company vehicle unless they are employees of the company or unless prior approval is given.
- (d) The Employee must report anything loose, leaking, broken, not working or missing to the Employer.
- (e) Vehicles are available for work use **ONLY**. Damage/costs resulting from personal use will be the Employee's responsibility.
- (f) The Employee must have a current relevant drivers licence for any company vehicle being operated by the Employee. By law the licence must be in operators possession during any such operation.
- (g) The Employee shall provide the Employer with a copy of the Employee's driver's licence. The Employee must immediately advise the Employer of any change in the status of the Employee's driver's licence. If the Employees licence is suspended or disqualified, the Employee must notify the Employer immediately and under no circumstances operate any company vehicle.
- (h) Ensure that the conditions of any insurance policy on the vehicle are observed and not operate or deal with any company vehicle in any way that would invalidate the company's insurance policy.
- (i) Return the vehicle and its keys to the Employer immediately on the termination of employment for any reason.

- (j) The Employee must drive company vehicles safely, courteously and always in compliance with all relative relevant legislative requirements. The Employee must drive to the road conditions regardless of maximum speed limits operated in the vicinity and never in a manner which discredits or brings disrepute to the Employer.
- (k) The Employee is not authorised to operate any company vehicle after having consumed or whilst under the influence (in any way) of alcohol or drugs of any kind.
- (l) The Employee is not authorised to use a cell phone whilst operating a company vehicle unless the cell phone is used via a legal and duly authorised hands-free system.
- (m) 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.
- (n) Any parking tickets and/or other traffic violations or infringements incurred by the Employee whilst on company business are and remain the responsibility of the employee and shall not under any circumstances be reimbursed by the Employer.
- (o) The Employee is responsible for inspecting any vehicle operated by them immediately before it is taken from the premises. Any damage must be noted and reported to the employer/foreman prior to the vehicle departing the premises. For absolute clarity, any unreported damage will be attributed to the Employee found operating the vehicle on the day of discovery.
- (p) When there is an accident involving a company vehicle, the Employee must report it to the Employer as soon as possible, but always within 24 hours of the accident occurring. An accident claim form must be filled out. The Employee must obtain as many details as possible from those involved, i.e. name, address, phone number, registration number and insurance details. Always ask to view the other drivers licence (which by law they must have in their possession whilst driving). Where injury has occurred, make sure it is reported to the Police.

**Any breach of the above will be viewed and dealt with as serious misconduct.**

**Remember - our vehicles are sign written and  
representative of our Company**