INDIVIDUAL Employment AGREEMENT

Fixed term employee

INDIVIDUAL Employment AGREEMENT – FIXED TERM EMPLOYEE

Part One: SUMMARY OF YOUR EMPLOYMENT DETAILS

|  |  |
| --- | --- |
| Date of this agreement |  |
| Commencement date |  |
| Termination date |  |
| Reason for fixed term period  |  |
| Place of work |  |
| Remuneration | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ gross per hour/annum (pick one) |
| Pay Frequency | Weekly, fortnightly, monthly (pick one) |
| Hours of Work | Your ordinary hours of work will be a minimum of \_\_\_\_\_ per week. [tick one of the following options to indicate which is applicable] Option One: These hours will be worked in accordance with a roster. You may be rostered on any of the following days and times, usually between (time) and (time):(Leave space for employer to write the normal days of the week the employee will be rostered on)You will be given reasonable advance notice of this roster.  Option Two: These hours will usually be worked on (day) to (day), between (time) and (time) (inclusive).  |
| Public Holidays  | Because of the nature of our business, you will/may/ usually (pick one) be required to work on public holidays at various times. If you are required to work on a public holiday you will be given at least one weeks’ notice of this.  |
| Notice period (including redundancy but not for Trial Period and Probation Period) |  |
| Notice Period for Trial Period or Probation Period |  |

Parties to the Agreement

 **[Employer name]**

Referred to in this agreement as ‘we’ or ‘us’ or ‘the Employer’

and

 **[Employee name]**

Referred to in this agreement as ‘you’ or ‘your’ or ‘the Employee’

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

The agreement and any attachments are the entire agreement between the parties and replace any terms and conditions of employment either written or verbal that may have applied prior to the date of this agreement.

**Term of the Agreement**

This agreement is a fixed term agreement made in accordance with section 66 of the Employment Relations Act.

The reason for the fixed term agreement is set out in Part One.

This agreement shall come into effect on the date it is signed by both parties and shallcontinue in force until terminated in accordance with this agreement. The parties agree that you shall commence employment on the date set out in Part One.

**Trial Period – Strike out if using the Probation Period** *[use this clause for new employees and only if you have less than 20 employees]*

If the fixed term is for more than 90 days, the parties agree that this employment is subject to a trial period of **90 days** commencing on the day you actually start work.

We may dismiss you or give notice of dismissal during the trial period and if we do so, you are not entitled to bring a personal grievance or any other legal proceedings in respect of the dismissal.

During the trial period the Disciplinary Proceedings clause of this agreement, or any company policy regarding our obligations in relation to performance, conduct, training or any other matter relating to your employment, will not apply; except that we retain the right to dismiss you with immediate effect for serious misconduct.

The notice period for termination of employment during the trial period is set out in Part One.

During the trial period, we are not required to:

* provide you with access to relevant information about any proposed decision to dismiss you; and
* comply with a request under section 120 of the Act to give reasons in writing for the dismissal.

You agree that you have been given the opportunity to discuss and raise any issues with us in relation to this clause and been advised of your right to seek independent advice.

**Probation Period –Strike out if using the Trial Period** *[use this clause for new employees and if you have 20 or more employees]*

If the fixed term is for more than 3 months, the parties agree that this employment is subject to a probation period of 3 months commencing on the day you actually start work. During this period, the parties shall meet from time to time to discuss progress and any problems that might arise.

The probation period may be extended for a further period to provide more opportunity to address shortcomings and/or meet the standards required. Failure to address any issue(s) raised, or the occurrence of other competency, behaviour or conduct problems, shall lead to dismissal withnotice (or payment in lieu thereof) during, or at the end of, the probation period. However, nothing in this clause shall prevent the Employee’s immediate dismissal for serious misconduct.

If either party decides not to continue the employment beyond the end of the probation period, it shall give the other party the notice period set out in Part One. The parties may agree to terminate the employment at any time during the probation period.

**Place of Work**

The principal place of work is set out in Part One. During working hours you are required to attend our place of work and other such places as we may reasonably require without any accompanying change in remuneration or allowances.  You accept that we may change our place of work without any change in your remuneration or allowances.

**Position**

You shall perform the duties set out in the position description attached to this agreement.

It is agreed that business operations may require your position description to be changed from time to time following consultation with you. Any *substantial* change in the duties or reporting relationships shall require the written agreement of you, that shall not be unreasonably withheld.

You are required to comply with reasonable instructions issued by the Employer in respect of performance, behaviour and the allocation of work duties as appropriate.

**Remuneration**

Your remuneration and pay frequency is set out in Part One.

**Variation to the Agreement**

The parties may vary this agreement in writing with any variation to be signed by both parties.

**Duties of the Parties**

We will act as a good employer in all aspects of your employment by providing fair and proper treatment.

You will:

* be responsible for the diligent and faithful performance to the best of your ability, of the duties as set out in the position description, and any other duties properly assigned to you from time to time;
* carry out and comply with all reasonable and lawful instructions given by us, or any other person(s) authorised by us to give such directions;
* assist with or do any other job (other than your normal duties) within your capability and related to our business activity which may be required, provided you are paid at not less than your ordinary rate of remuneration;
* comply in all respects with all/any of our policies and procedures, which have been or may in the future be, established by us for the conduct of our employees;
* present yourself at all times in a professional manner, acknowledging our requirement for excellence in relationships with all persons associated with our work.
* agree not to do anything whereby the goodwill and reputation of us may be detrimentally affected.

**Hours of Work**

Your ordinary hours of work for this position are set out in Part One.

Due to the nature of our business, you agree and understand that the nature of the work may require some degree of flexibility around your hours of work.

Additional hours

The nature of our work is such that there will be times when additional hours of work will be available, particularly around December, January, Easter and public holidays. You may choose if they wish to accept the additional hours however, you accept that you will not unreasonably withhold your agreement. Once the hours are accepted by you, you are then required to attend work as agreed. Failure to attend any additional agreed hours without good cause may result in disciplinary action.

You agree to maintain such time recording systems that we have provided to accurately record hours worked, absences and, where required, breaks taken.

**Rest Breaks and Meal Breaks**

Breaks will be provided for in accordance with the Employment Relations Act 2000. Currently the legislation provides for the following breaks:

|  |  |
| --- | --- |
| **Time Period**  | **Break** |
| between two and four hours | one 10-minute paid rest break |
| between four and six hours | one 30-minute unpaid meal break |
| between six and eight hours | one 10-minute paid rest break |
| beyond eight hours | cumulative repetition of the above  |

In the absence of agreement as to when breaks are to be taken, so far as it is reasonable and practical to do so, the breaks are to be taken in the middle of each time period.

**Absences**

Lateness or absences from work for any reason shall be personally reported to the Employer before the usual starting time on each day of absence. You will not be paid for any unauthorised absences.

**Deductions**

Following consultation with you, we may make rateable deductions from your remuneration for:

* those authorised by you
* those provided for under another Act
* those ordered by the Courts
* time lost by you due to employment default, sickness, accident (where no special leave has been approved), absence at own request
* overpayments, where deductions arising from such circumstances and occurring in one pay period may be made from subsequent pay periods
* wages/salary or other monies paid in advance
* unreturned goods, company issued clothing, PPE, equipment, tools, stock or other legitimate debt owing by you to us.

In the event of termination of employment, you agree that deductions from your final pay may be made for any of those specified above.

**Holidays and Leave**

The Holidays Act 2003 and its amendments provide minimum entitlements in respect of annual holidays, public holidays, sick leave and bereavement leave and are summarised in the following clauses relating to holidays and leave.

To avoid doubt, the holidays and leave provided for in this agreement are in accordance with, and inclusive of, and not in addition to, leave provided under the Holidays Act 2003 and its amendments.

You must notify us as early as possible of the intention to take sick leave or bereavement leave, preferably before you are due to start work on that day or, if that is not practicable, as early as possible after that time. You must, upon returning to work, complete any appropriate leave application forms.

**Annual Holidays**

Where the fixed term period is for less than 12 months, your annual holiday pay will be calculated at the rate of 8% of your gross earning and shall be paid on termination.

Where the fixed term period is for more than 12 months you will be entitled to 4 weeks’ annual holidays at the end of each completed 12 months’ current and continuous employment with us.

Holidays in advance shall be at the discretion of us and deducted later from your entitlement or, where applicable, from any final payment on termination of employment.

**Public Holidays**

The requirement to work on public holidays is indicated in Part One.

Public holidays shall be allowed and paid in accordance with the Holidays Act 2003, provided they fall on a day that would otherwise have been a working day for you.

Where you are required to work on a public holiday that would otherwise be a working day for you, you shall receive an alternative holiday and you will be paid the greater of:

* the portion of your relevant daily pay or average daily pay (less any penal rates) that relates to the time actually worked on the day plus half that amount again; or
* the portion of your relevant daily pay that related to the time you actually work on the day.

Where you are not required to work on a public holiday and the day would otherwise be a working day for you, you shall be paid your relevant daily pay or average daily pay for that day.

If Christmas Day, Boxing Day, New Year’s Day, 2 January, Waitangi Day and/or ANZAC Day falls on a Saturday or a Sunday, and the day would otherwise be a working day for you, the public holiday will be treated as falling on that day.  However, if the day falls on a Saturday or a Sunday, and the day would not otherwise be a working day for you, the public holiday will be treated as falling on the following Monday or Tuesday, in accordance with the Holidays Act 2003.

**Annual Closedown Period**

We may customarily closedown all or part of our operations and may require you to take all or some of your annual holiday entitlement during the period of the closedown. This may require you to take unpaid holidays if you do not have sufficient entitlement, or we may agree to holidays in advance. We shall provide you with not less than 14 days’ notice of the closedown. Unless mutually agreed otherwise, we will have only one closedown period in every 12 months of your employment.

**Sick Leave**

Where the fixed term period is for less than 6 months, you will not be entitled to paid sick leave.

However, if the fixed term period is for more than 6 months, then in accordance with the Holidays Act 2003 and its amendments, after completing 6 months’ current continuous employment, you are entitled to paid sick leave for the next period of 12 months’ continuous employment, and for each subsequent 12 month period. The sick leave entitlement is currently 5 days per 12 months’ continuous employment.

You may take sick leave if:

* you are sick or injured; or
* your spouse (or partner) is sick or injured; or
* a person who depends on you for care is sick or injured.

You may carry over sick leave up to a maximum of 20 days’ current entitlement in any year. Any unused sick leave is not payable on termination of employment.

A claim for sick leave shall be supported by a medical certificate or other suitable evidence, to be provided at your expense, if we require it, for a period of absence of 3 or more consecutive calendar days, whether or not the days would otherwise be working days for you.

We may require you to produce proof of sickness or injury for a period of absence of less than 3 consecutive calendar days. In such case, we will give you notice as early as possible that proof is required and we shall meet your reasonable expenses in obtaining such proof from a registered health practitioner.

We may require you to undergo a further medical examination, or to produce an additional medical certificate where questions arise regarding your fitness for work having regard to health and safety.

**Bereavement Leave**

Where the fixed term period is for less than 6 months, you will not be entitled to paid bereavement leave.

However, if the fixed term period is for more than 6 months, then after 6 months’ current continuous service with us, you are entitled to:

* **3 days’** paid leave on the death of your spouse (or partner), parent, child, brother or sister, grandparent, grandchild, spouse’s (or partner’s) parent.
* **1 day’s** paid leave if we accept, that you have suffered a bereavement resulting from the death of any person after considering:
* the closeness of the association between you and the deceased person;
* whether you have to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death;
* any cultural responsibilities you have in relation to the death.

**Termination of Employment**

This employment agreement will automatically terminate on the date set out in Part One. Either party may terminate this employment agreement before this date by giving the other the period of written notice set out in Part One. We may elect to pay you in lieu of some or all of the notice period.

If you give notice that is longer than required, we are not obliged to accept such longer notice period, nor will we be liable to pay more than the notice period in salary/wages if we do not require you to work out the notice period.

We reserve the right to require you to undertake reduced or alternative duties consistent with your abilities or require that you do not attend the workplace during any part of the notice period. In that event you will continue to receive normal remuneration for the balance of the notice period, will remain an employee for the duration of the notice period, and will continue to be bound by the terms and conditions of this employment agreement.

You may be dismissed at any time without notice and/or without pay in lieu of notice, subject to:

1. any breach or continued neglect by you of the terms (expressed or implied) in this agreement;
2. any serious misconduct, non-performance, or other misconduct which is not in line with our policies or brings us into disrepute, whether or not in the course of your employment;
3. any deliberate breach or continued neglect of any duties which may from time to time be properly assigned to you, or failure by you to carry out such duties in a proper and effective manner;
4. you withholding or offering false information in respect of questions asked for work-related personal injury insurance purposes, which will be deemed serious misconduct because of the serious insurance consequences and our exposure to pay damages.

We may also terminate employment without notice where you have been convicted of any criminal offence other than an offence, which in the reasonable opinion of us, does not affect a fulfilment of your duties and/or terms and conditions of employment.

On termination, you shall return any property belonging to us, including but not limited to, all records, documents, digital documentation, PPE, plans, equipment (incl. knives), manuals, letters, keys, security cards, laptop computers and other property or materials of every description which is ours, including copies of the same, which are within your possession or control, and which relate to our business.

We shall deduct from your final pay any amount owing for unreturned property and/or any other debt owed to us as per the Deductions clause of this agreement.

**Abandonment of Employment**

In the event you have been absent from work for three consecutive working days without any notification to us, and we have made reasonable efforts to contact you, you shall be deemed to have abandoned your employment on the expiry of the third day without the need for notice of termination of employment.

**Redundancy**

We will endeavour to avoid redundancy but if it proves necessary to consider redundancy of your position we will involve you in the process before making a final decision on the outcome. If we terminate your employment on the ground of redundancy you will be entitled to the notice set out in Part One or an equivalent payment in lieu of notice.

This notice is in substitution for, and not additional to, the notice period set out in the Termination clause of this agreement.

There shall be no redundancy compensation paid for loss of your position. For the avoidance of doubt, there will be no compensation for the early termination of the fixed term.

Where we have proposed that your position may be made redundant, we shall:

* consult with you, in a reasonable time in advance, over the possibility of redundancy (including the operational reasons for considering redundancy and its reasons for selecting you, and redeployment where possible); and
* receive for our consideration, any views from you of suggestions or alternatives to redundancy, prior to arriving at any final decision.

We shall give you such reasonable time off while working out any redundancy notice period, as may be necessary, to enable you to seek alternative employment.

There is no right to redundancy compensation where we sell, transfer or lease the business and your employment continues on substantially the same terms and conditions of employment.

Where you are given notice and voluntarily terminate your employment before the expiry of the notice period, you shall not be paid for the unworked period of notice.

**Employee Protection Provision**

The purpose of this provision is to provide protection for the employment of the affected employee if our business is restructured.

*Restructuring*

Restructuring, in relation to our business means:

* entering into a contract or arrangement under which our business (or part of it) is undertaken for us by another person; or
* selling or transferring our business (or part of it) to another person.

In the event of restructuring that may affect your future employment, we will undertake the following steps:

* initiate and agree on a negotiation process and timeframe with the potential new employer around the extent to which the proposed restructuring relates to affected employees’ positions as soon as practicable;
* negotiate with the potential new employer the following:
* whether or not your position would transfer to the potential new employer, and if so, the start date, and terms and conditions of employment that would be offered to you;
* whether the new employer will treat affected employees’ service as continuous; and
	+ whether the new employer can offer suitable alternative positions to employees.

In the event that you are not offered employment with the potential new employer for whatever reason, your redundancy entitlements will be determined in accordance with the Redundancy clause of this agreement.

There shall be no right to redundancy compensation where our business is restructured and you are offered employment with the potential new employer on substantially the same terms and conditions of employment.

**Performance of Duties**

Your employment may be terminated by us giving such notice as is appropriate in the circumstances, should it be determined that you are unable to continue the proper performance of your duties through:

1. medical incapacity with no medically apparent improvement within a reasonable timeframe such that we can keep your position open for you, through sickness or injury, or should a health practitioner (appointed by us in consultation with you) determine that you are so disabled or incapacitated or of unsound mind; or
2. some other prohibiting edict or order by the Courts, New Zealand Transport Authority (NZTA) or other authority;
3. ceasing to retain legal entitlement to perform the work under this employment agreement.

We may require you to undergo a medical examination, at our cost, by a registered health practitioner nominated by us. Such requirement can be used:

* To ensure you are fit to carry out your role. We need to assess whether your health is compromising your ability to perform your role. Your role requires you to use knives and other hazardous equipment and we are required to ensure that you are fit to work at all times.
* If you have been absent due to illness or accident and we need to assess whether you are fit to return to work.
* If we have any grounds for concern that your health is affecting your safety at work, or the safety of others in the workplace.

We will take into account any reports or recommendations made available to us as a result of that examination and any other information which we may receive from you or on your behalf. If you do not wish to undergo an examination or provide us with access to your medical advice, we will have to consider any information that is appropriate and reasonable in the circumstances. We reserve the right to take what action we deem necessary in all the circumstances including termination for medical reasons (mental or physical) or incapacity.

Before we take any termination action due to some prohibiting edict or order, we will consult with you and consider any submissions by you. We will also consider the length of time you are unable to perform your duties, the ability of us to cover the duties utilising other employees, and the availability of alternative duties for you.

Your ongoing employment with us is conditional on you remaining legally entitled to work in New Zealand and for the Employer, to perform the duties associated with your position. You are required to immediately inform us if there is any change or potential change to your immigration status which has an impact on your eligibility to remain lawfully employed by us. If you cease to retain the legal entitlement to perform the work under this employment agreement, then, following consultation with you, your employment will be terminated.

**Workplace Health and Safety**

The parties’ attention is drawn to the Health and Safety at Work Act 2015, regulations and any amendments. The principal objective of this Act is to provide for a balanced approach to secure the health and safety of workers (employees) and workplaces.

The Act requires that all parties participate in workplace health and safety programmes as a step towards ensuring the workplace is a safe and healthy environment.

We will take reasonably practicable steps to systematically identify and manage potential and specific hazards/risks by eliminating or minimising them, before or as they arise.

You agree to take reasonable care precautions for the safety and health of yourself and others in the workplace:

1. You will take reasonable care to ensure your own safety while at work;
2. You will take reasonable care that no action or inaction by yourself causes harm to any other person in the workplace;
3. You will comply, as far as you are reasonably able, with any reasonable instruction that is given by us to comply with the Health and Safety at Work Act 2015;
4. You will co-operate with any reasonable policy or procedure of ours relating to health and safety at the workplace, that has been notified to the worker;
5. You may attend other workplaces that having their own health and safety, and/or food safety requirements and you must comply with these;
6. You must immediately report all accidents and near miss incidents;
7. Where you become aware of damage or faults to equipment or the existence of other hazards/risks that may endanger the health and safety of others, you will immediately report such damage, fault or hazard to management;
8. You agree that you know and understand our health and safety rules and procedures.Where you fail to comply with health and safety rules and procedures, disciplinary action may result;
9. You agree to observe all safety precautions and procedures including, where required, correctly wearing protective clothing and equipment;
10. You acknowledge that you have read and understand our Occupational Health and Safety policy;
11. You will report to work in such a condition that enables your duties to be performed properly and safely at all times.

**Employee Conduct**

You shall undertake the tasks and duties associated with your position in a professional manner and to an acceptable standard.

You should familiarise yourself with any policy documents which apply generally to all employees. These policies may be amended from time to time and you will be made aware of such amendments.

You must comply with all Food Safety requirements at all times including any Food Control Plan applicable to your position.

The Employer requires that no person smokes at any time within the company premises (including company vehicles) and that no person smokes while they are working. Any employee who wishes to smoke must do so during their breaks and away from the company premises.

**Disciplinary Proceedings**

We shall act fairly, promptly and consistently in all disciplinary proceedings.

Except where a serious breach, serious misconduct or non-performance occurs, we will counsel and warn you regarding any action or non-action, which might place your continued employment in jeopardy. You are entitled to have a representative or support person of your choosing in attendance at disciplinary meetings.

Except during the trial/probation period, specifically, prior to termination, we will:

* In the first instance, issue a first written warning;
* In the second instance, issue a final written warning;
* In the third instance, dismiss you.

However, nothing in this clause will prevent us 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.

**Suspension**

Where alleged serious misconduct is involved, we may suspend you on pay, for a reasonable period, while we conduct an investigation into the matter. The ability to suspend shall not be invoked unless you have first been given an opportunity (which may be brief) to make any submissions on the appropriateness of suspension.

In the event that the suspension period lasts more than two weeks due to reasons outside our control (i.e. a Police investigation) the suspension will continue without pay.

Under extreme circumstances, it may become necessary for us to suspend your employment without pay.

General Conditions

Food Control Plan

A Food Control Plan is implemented at our sites and you must adhere to its requirements.

Any failure to adhere to these requirements will be considered serious misconduct.

Use of phone during work hours

You shall not use your personal mobile phone during work hours except during your break times or for emergency purposes.

Uniform and Equipment

We may require you to wear specific clothing (including footwear) and a uniform. You are also required to wear all applicable safety gear – including mesh gloves or other PPE as required.

You are responsible for any costs associated with damage to equipment, machinery and premises arising from your unreasonable negligence or recklessness.

Bulling and Harassment

The parties acknowledge that bullying or harassment in the workplace is totally unacceptable. All employees must behave in a manner than contributes towards a safe and enjoyable environment which includes refraining from any form of bullying, harassment, or discrimination.

Privacy

You have obligations under the Privacy Act 2020 and in particular you must not breach the privacy of any customer or fellow employee.

We may collect and retain personal information concerning any aspect of your employment and you consent to us collecting and retaining relevant personal information.

Security

No materials, tools or equipment of any description ( including knives) may be borrowed or removed from our premises without our prior consent.

You are responsible for the security of your personal property and are advised not to leave money or valuables unattended or in places where they could be taken or interfered with at the workplace (including from any company vehicle).

You are also responsible for the security of any company vehicle you may be assigned to drive on any particular day.

We reserve the right to search your personal effects, or vehicles which are on our premises, for property belonging to us or your fellow colleagues.

Confidentiality

During your employment with us you will have access to confidential information of the Employer concerning our business, operations, affairs, property, customers, clients, suppliers, employees and principals .You shall keep such information confidential and shall not, during or after employment, disclose to other people or organisations or make use of any such confidential information.

In particular our customer base is the property of the Employer and therefore all information concerning the client base is the confidential information of the Employer.

You shall take all necessary and reasonable steps to prevent any confidential information being disclosed to any unauthorised person.

You shall not copy or retain, in any form, any confidential information for personal use either during or after employment.

Any unauthorised use of this information may result in dismissal without notice.

Other employment/ work

It is accepted that you are entitled to be involved in other employment or work so long as such other employment or work does not interfere in your ability to perform your role with us. Of particular importance is you must not engage in any work which would mean you would breach our hygiene and/or Food Control Plan requirements.

However, you agree that you will not be involved, directly or indirectly, with any business or employment which competes in any way with our business without our knowledge and approval due to the risk of breach of confidentiality (being a real or potential risk) that this creates.

Further, you must advise us if your spouse or partner or any member of your family (in-law, child, parent, grandparent, sister or brother) or close business associate is or becomes employed by or is involved, directly or indirectly, with any of our competitors in New Zealand. We will then make a decision on any appropriate action to be taken.

Failing to disclose a known or potential conflict of interest, or failing to seek such consent or engaging in any conflicting activities without our consent, may be considered serious misconduct and lead to the termination of your employment.

Intellectual Property

Any work, process, design, system, business information or other material created, discovered or produced by you and arising from employment under this agreement, shall remain the property of us. We shall have full rights to such information whether those rights are exercised in any form or not, during the term of this agreement or on cessation of the agreement, unless expressly agreed otherwise in writing.

**Force Majeure**

Neither party will be liable to the other for any failure to perform the party’s obligations under this agreement by reason of circumstances beyond the party’s reasonable control, including (but not limited to) natural disaster, health epidemic or pandemic, governmental actions, war, extreme weather event or “Act of God” (“force majeure event”). The party affected must:

* 1. notify the other party as soon as practicable after the force majeure event occurs, and provide information concerning the force majeure event, including an estimate of the time likely to be required to overcome it; and
	2. take all reasonable steps to overcome the force majeure event and minimise the loss to the other party.

Without limiting this clause, you acknowledge that we will not be required to provide you with work or pay your remuneration, and you will not be required to work, where work is not available for you or you are unable to work due to a force majeure event. For the avoidance of doubt this includes a government imposed lockdown due to a pandemic or other reasons.

**Resolution of Employment Relationship Problems**

Any relationship problem, personal grievance or dispute over the application or interpretation of this agreement, or any other employment relationship problem which may arise, will be resolved using the procedures in the Employment Relations Act 2000.

Any issue that arises should first be discussed with us. If it cannot be resolved, you or your representative, or we, may seek mediation assistance by contacting the nearest branch of the Ministry of Business, Innovation and Employment (MBIE).

If the employment relationship problem, personal grievance or dispute is not resolved by mediation, we, the union or you may refer the matter 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.

Attention is drawn to the requirement for any personal grievance to be lodged with us within the period of 90 days, beginning with the date on which the action alleged to amount to a personal grievance occurred, or came to the notice of you.

**Employee Representations**

You warrant that all representations made by you whether verbally or in writing as to qualifications, skills, experience, personal circumstances and health issues are true and complete.

You warrant that you have not failed to disclose to us any matter, including any relevant criminal convictions (not including any concealed under the Criminal Records (Clean Slate) Act), or previous dismissals from employment, which might have substantially influenced our decision whether or not to employ you.

**Completeness**

You acknowledge that prior to entering into this agreement, you have been provided with a copy of this intended employment agreement, have been advised that you are entitled to seek independent advice upon it, and have been given a reasonable opportunity to do so. You also acknowledge that you have not relied on the skill or advice of the Employer in entering this agreement.

You accept and agree to comply with and abide by the terms and conditions of employment contained in this agreement, the attached appendices, and our policies, which may be amended from time to time.

You understand that the rights and obligations contained in this agreement shall continue to apply after termination of employment without limit in point of time, but shall cease to apply to knowledge or information which may become public knowledge or a matter of public record.

Signatories

SIGNED by us, the Employer ……………………………………………… Date:

SIGNED by you, the Employee……………………………………………… Date: