



(Company Name)

Individual Employment Agreement

Casual Employee

The Act requires two copies of this agreement to be signed and returned **1-2 days BEFORE** the employment commences:

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

PLEASE NOTE: Where there is more than one possible clause, 'optional' is stated. **USE ONLY ONE** and strike out all others. Both the employer and employee are to initial the strike out as recognition that this has been accepted by both parties.

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1.0 DUTIES AND PARTIES

1.1 Parties to this Agreement

1.1.1 Between _____ (“The Employer”)

And _____ (“The Employee”)

1.1.2 This is a casual Individual Employment Agreement between the Employer and Employee.

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

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

1.2 Object of the Agreement

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

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

1.3 Nature of the Agreement

1.3.1 The parties agree that:

- (a) The casual employment is on an “as and when” required basis at all times. The employer is entitled to offer you casual employment at any time to meet its operational requirements. The Employer is not obliged to offer you work at any time. Similarly, you are entitled to accept or reject any offer of work at any time.
- (b) Each period of casual employment is a separate engagement. Where more than one period of casual employment is undertaken, the employment ceases at the end of each period. The service is not continuous
- (c) Nothing in this agreement provides any entitlement to further employment beyond each period of casual employment. The Employee should not have any expectation of further offers of casual employment.

1.4 Position

1.4.1 The position is that of a _____

1.4.2 The Employee reports to _____

1.4.3 The Employee shall perform the duties set out in the Position Description attached (Schedule One) to this agreement. Due to the casual nature of employment, it is not possible to be more specific in this agreement as to the duties that will be required of the Employee.

1.4.4 The Employee will be informed of his/her specific duties when each offer of casual employment is made.

CASUAL INDIVIDUAL EMPLOYMENT AGREEMENT

1.4.5 The Employee is required to comply with reasonable instructions issued by his/her supervising manager in respect of performance, behavioural requirements and the allocation of work duties as appropriate.

1.4.6 The principle place of work is as follows:

Employer Name _____

Street Name & No. _____

Town _____ Post Code _____

1.4.7 The Employee is required to attend during working hours at the Employer's place of work and such other places as the Employer may reasonably require without any accompanying change in remuneration or allowances. The Employee accepts that the Employer may change its place of work without any change in the Employee's remuneration or allowances.

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

1.5 Hours of Work

1.5.1 Due to the casual nature of the employee's employment, it is not possible in this agreement to be specific with regards to his/her hours of work.

1.5.2 The Employee will be informed of the days and hours of work when each offer of casual employment is made.

1.5.3 The Employee agrees to maintain such time recording systems provided by the Employer to accurately record hours worked, absences and, where required, breaks taken.

1.6 Rest and Meal Breaks

1.6.1 During the Employee's ordinary hours, they shall be entitled to breaks in accordance with the following;

Time period	Break
Between two and four hours	One 10 minute paid rest break
Between four and six hours	One 30 minute unpaid break
Between six and eight hours	One 10 minute paid rest break
Beyond eight hours	Cumulative repetition of the above

1.6.2 The timing of the rest and meal breaks are to be mutually agreed between the parties where possible. Where the Employee and Employer are unable to agree on the timing of the breaks, the breaks are to be taken in the middle of the work period provided it is reasonable and practical to do so.

2.0 REMUNERATION

2.1 Remuneration Rate

2.1.1 Refer to Schedule Three for Remuneration rates.

2.2 Payment of Wages and Deductions

2.2.1 Remuneration shall be paid: _____, as per Schedule Two.

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

2.2.3 Following consultation with the Employee the Employer may make deductions from the Employee's remuneration for:

- (a) Monies owing in respect of accounts paid by the Employer on behalf of the Employee including, but not limited to, private toll calls, power and charge accounts.
- (b) Monies to repair or replace damage or loss to the Employer's equipment, caused by wilful or careless action or inaction, misuse, or abuse.
- (c) Any overpayments of wages made by the Employer, where deductions arising from such circumstances and occurring in one pay period may be made from subsequent pay periods.
- (d) Those authorised by the Employee.
- (e) Those provided for under another Act.
- (f) Those ordered by the Courts.
- (g) Time lost by the Employee due to employment default, sickness, accident (where no special leave has been approved), absence at own request.
- (h) Wages or other monies paid in advance.
- (i) Unreturned goods, overalls, equipment, tools, stock or other legitimate debt owing by the Employee to the Employer.
- (j) Other legitimate debt owing by the Employee to the Employer.

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

2.2.5 ACC Payments

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

2.2.6 Recovery of ACC Payments

- (a) Where, pursuant to the above ACC Payments clause, advances relating to injury require recovery, such payment may be recovered by either:
 - i. Debiting the appropriate portion of unused sick leave in respect of the period over which the advance was paid; or
 - ii. Deduction from wages at an agreed rate, provided that such repayments shall be made within three months of the resumption of paid employment.

- iii. If the Employee's employment is terminated for any reason whatsoever prior to repayment occurring, a deduction may be made from the final wages, including holiday pay, owing

2.3 Reimbursing Allowances

2.3.1 Vehicle

- (a) Where the Employee is required to use his/her own road vehicle on the Employer's business the Employee shall be reimbursed at the rate set out in the Motor Vehicle Policy.

2.3.2 Tools

- (a) Where the Employer agrees that the Employee will provide tools for the Employer's business for use on the Employer's premises, the Employee shall be reimbursed at the rate set out in the Tools Policy.

- 2.3.2 With the exception of the specific allowances prescribed above (clauses 2.3.1 and 2.3.2) the wage paid will not be subject to additional claims for payments in the form of allowances to recognise any features or conditions of work encountered in the workplace. Compensation for such features and conditions are incorporated in the rate of pay specified in clause 2.1.1 Schedule Two of this agreement.

2.4 Wet Weather Gear and Protective Clothing

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

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

OR

- 2.4.3 Where the Employee chooses to provide his/her own wet weather gear and/or protective clothing the Employer will pay the Employee a tax-free allowance as set out in the Wet Weather Gear and Personal Protective Clothing Policy.

3.0 LEAVE

3.1 Annual Holidays

- 3.1.1 The Employer and Employee have agreed that the Employee's annual holiday pay will be paid to the Employee regularly with each pay at a rate of 8% of his/her gross earnings.
- 3.1.2 The Employee's payslip will identify his/her gross hourly rate and the holiday pay separately.
- 3.1.3 Consequently, should the Employee take time off as a holiday, it shall be without pay.

3.2 Public (Statutory) Holidays

- 3.2.1 The following eleven public holidays shall be allowed in accordance with the Holidays Act 2003 and its amendments:
- Christmas Day
 - Boxing Day
 - New Year's Day
 - January 2
 - Waitangi Day
 - Good Friday
 - Easter Monday
 - ANZAC Day
 - Birthday of the Sovereign ("Queens Birthday")
 - Labour Day
 - Provincial Anniversary Day
- 3.2.2 Where the Employee is required to work on a Public Holiday he/she shall be paid at least the portion of his/her relevant daily pay, or if relevant daily pay is not practicable average daily pay will apply, for the time actually worked on the day plus half that amount again.
- 3.2.3 Where the Employee is to start work on a day and finish work the following day, and one of the days is a public holiday, the Employer and Employee may agree that the work period shall be treated as not part of a public holiday, and that a period of 24 hours that starts or finishes during the public holiday and includes the period from when the Employee is to start work to when the employee is to finish work is to be treated as a public holiday. In the event that both days are public holidays, 2 separate periods of 24 hours are to be treated as the respective public holidays in accordance with the requirements set out in this clause.
- 3.2.4 In all other instances, the public holidays listed above in this clause will be observed on the calendar day they fall on.
- 3.2.5 Where the Employer requires the Employee to work on a public holiday, the Employee agrees to do so. However the Employee will not work on a public holiday unless requested to do so.
- 3.2.6 The Employee should note that where he/she is required or has agreed to work on a public holiday but does not work on that day because he/she:
- (a) Become or remains sick or injured; or
 - (b) Have a spouse or dependent who becomes or remains sick or injured; or
 - (c) Suffers a bereavement,
- they will not be entitled to time and a half payments, nor an alternative holiday. The day will still be considered a public holiday, and the Employee's entitlement where they may qualify to sick leave will not be affected.

3.3 Sick Leave

- 3.3.1 Casual employees will not usually be entitled to paid sick leave, however, it is possible that the Employee may qualify for paid sick leave under the Holidays Act 2003. If the Employee works, over a period of six months, at least an average of ten hours and no less than one hour in every week or not less than forty hours in every month during that period he/she shall be entitled to 5 days paid sick leave in the following and each subsequent 12-month period, provided that his/her entitlement continues in accordance with the hours of work requirements set out in this clause.
- 3.3.2 The Employee is entitled to carry over, to any subsequent 12-month period of employment, any sick leave that has not been taken by the end of the period to which the sick leave relates, carrying over a maximum of 15 days sick leave in addition to the current year's entitlement (i.e. the Employee may hold a maximum of 20 days sick leave in any one year).
- 3.3.3 Sick leave granted in accordance with *clause 3.3.1* may be used in the event that:
- (a) The Employee is sick;
 - (b) The spouse or partner of the Employee is sick or injured
 - (c) A person who depends on the Employee for care is sick or injured.
- 3.3.4 Sick leave shall be paid at the Employee's relevant daily pay or if not practical to use, average daily pay will apply, calculated in accordance with the Holidays Act 2003 and its amendments.
- 3.3.5 The Employee shall notify the Employer of his/her intention to take sick leave as soon as practicable on or before the first day of absence.
- 3.3.6 The Employer requires the Employee to provide a medical certificate as proof of sickness or injury at the Employee's own expense in the event of absence from work on sick leave for a period of 3 consecutive calendar days or more (unless the Employer waives this requirement). The Employer may require the Employee to produce a medical certificate at any stage (i.e. within 3 calendar days), in which case, the Employer will give the Employee notice as early as possible that he/she will be required to provide proof of sickness and the Employer shall meet the Employee's reasonable expenses in obtaining such proof.
- 3.3.7 Where the Employee has exhausted their sick leave entitlement, the Employer may consider providing discretionary paid leave in exceptional circumstances. The Employer may require the Employee to produce a medical certificate at the Employee's own expense.

3.4 Bereavement Leave

- 3.4.1 Casual employees will not usually be entitled to paid bereavement leave, however, it is possible that the Employee may qualify for paid bereavement leave under the Holidays Act 2003. If the Employee works, over a period of six months, at least an average of ten hours and no less than one hour in every week or not less than forty hours in every month during that period he/she shall be entitled to bereavement leave as follows:
- (a) The Employee may take up to 3 days bereavement leave upon the death of the Employee's spouse, parent, child, brother, sister, grandparent, grandchild or spouse's parent.
 - (b) The Employee may take up to 1 day of bereavement leave upon the death of any other person the Employer accepts as having caused bereavement to the Employee. In deciding whether the Employee has suffered a bereavement, the Employer will take into account such factors as the closeness of the association with the deceased, whether the Employee has significant responsibilities for arranging the ceremonies relating to the death and whether the Employee has any cultural responsibilities in relation to the death.
- 3.4.2 Bereavement leave for a day shall be paid at the Employee's relevant daily rate of pay as defined in the Holidays Act 2003 and its amendments. If not practical to use relevant daily rate, average daily pay will apply.

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

4.0 MISCELLANEOUS PROVISIONS

4.1 Medical Examination

- 4.1.1 The Employer shall be entitled to require the Employee to undergo a medical examination, at the Employer's cost.
- 4.1.2 Such a requirement should only be used where the Employer has a reason related to workplace health and safety, reasonably suspects the misuse of drugs (both illegal or legal), reasonably suspects misuse of sick leave entitlements, or has informed the Employee they are considering the possible termination of the Employee's employment on medical grounds.

4.2 Disciplinary and Dismissal Procedures

- 4.2.1 The Employee may be dismissed at any time without notice and/or without pay in lieu of notice subject to:
- a. any breach or continued neglect by him/her of the terms (expressed or implied) in this agreement;
 - b. any serious misconduct, non-performance, or other misconduct which is not in line with the Employer's policies or brings the Employer into disrepute, whether or not in the course of the Employee's employment;
 - c. any deliberate breach or continued neglect of any duties which may from time to time be properly assigned to the Employee, or failure by the Employee to carry out such duties in a proper and effective manner;
 - d. the Employee 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 the Employer's exposure to pay damages.

4.3 Suspension

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

4.4 Termination of Employment

- 4.4.1 The casual nature of this employment means that each period of engagement ends when it is complete. No formal notification of termination of this agreement is required. However, if either party wishes to end the employment before the conclusion of an engagement, then two hours' notice is required, or at the Employer's discretion, payment may be made in lieu of such notice.
- 4.4.2 The term of casual employment may be terminated (after due process), at any time without notice (summary dismissal) for serious misconduct (see Schedule Three for examples of what constitutes serious misconduct)
- 4.4.3 The Employer may also after due process, summarily terminate employment where the employee has been convicted of any criminal offence, other than an offence, which in the reasonable opinion of the employer, does not affect a fulfilment of the employee's duties and/or terms and conditions of employment.
- 4.4.4 Upon the termination of employment, the Employee shall return to the Employer, all property and equipment belonging to the Employer. The Employer may deduct the value of any such

property not returned from any final payment owing

- 4.4.5 Following consultation the Employer is entitled to deduct from the Employee's final wages and holiday pay for overpayment made to the Employee for leave taken in advance or for any money owed under clause 2.2.

4.5 Force Majeure

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

4.6 Employee Protection Provision

- 4.6.1 The purpose of this provision is to provide protection for the employment of the affected Employee if the Employer's business is restructured.
- 4.6.2 Restructuring:
- (a) Restructuring, in relation to the Employer's business means:
- i. Entering into a contract or arrangement under which the Employer's business (or part of it) is undertaken for the Employer by another person; or
 - ii. Selling or transferring the Employer's business (or part of it) to another person
- 4.6.3 In the event of a restructuring that may affect the Employee's future employment, the Employer will undertake the following steps:
- (a) The Employer shall initiate and agree on a negotiation process with the potential new Employer around the extent to which the proposed restructuring relates to affected Employees' positions as soon as practicable.
- (b) The Employer will negotiate with the potential new Employer the following:
- i. Whether or not the Employee's position would transfer to the potential new Employer;
 - ii. Where the Employee's position would transfer to the new Employer, the terms and conditions of employment that would be offered to the Employee by the potential new Employer; and
 - iii. The proposed date that the Employee would commence employment with the potential new Employer.
- 4.6.4 In the event that the Employee is not offered employment with the potential new Employer for whatever reason, the Employee would not be entitled to redundancy compensation.
- 4.6.5 Further, there shall be no right to redundancy compensation where the Employer's business is restructured and the Employee is offered employment with the potential new Employer on substantially the same terms and conditions of employment.

4.7 Employment Relationship Problems and Personal Grievance

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

- 4.7.3 If the matter is not resolved by mediation, it may be referred to the Employment Relations Authority for an investigation and determination by the Authority. If any party wishes to dispute the determination, the matter may be referred to the Employment Court.
- 4.7.4 If an Employee believes he or she has a personal grievance, it must be raised by the Employee with the Employer. Such a grievance must be raised within 90 days from the date on which the alleged action occurred or the date on which it came to the notice of the Employee

4.8 Employee Representations and Health Disclosure

- 4.8.1 The Employee warrants that all representations, whether oral or in writing, made by the Employee as to his/her qualifications and experience in applying for the position are true and correct; and.
- 4.8.2 The Employee has not deliberately failed to disclose any matter that may have materially influenced the Employer's decision to employ the Employee.
- 4.8.3 The Employee warrants that he/she is not aware of any disability or health condition that may render him/her incapable of carrying out the job description to the Employer's satisfaction.
- 4.8.4 The Employee is informed that misrepresentation during the pre-employment process is an example of due cause for summary dismissal, after due process has been followed.

4.9 Health and Safety

- 4.9.1 The parties' obligations and duties under Health and Safety at Work Act 2015 are detailed in the Health and Safety Policy. This includes the reporting of accidents, incidents or near misses.
- 4.9.2 The Employee agrees to take reasonable care precautions for the safety and health of them self and others in the workplace:
- (a) The Employee will take reasonable care to ensure their own safety while at work;
 - (b) The Employee will take reasonable care that no action or inaction by themselves causes harm to any other person in the workplace;
 - (c) The Employee will comply, as far as the Employee is reasonably able, with any reasonable instruction that is given by the Employer to comply with the Health and Safety at Work Act 2015;
 - (d) The Employee will co-operate with any reasonable policy or procedure of the Employer relating to health and safety at the workplace, that has been notified to the worker;
 - (e) Where an Employee becomes aware of damage or faults to equipment or the existence of other hazards/risks that may endanger the health and safety of others, they will immediately report such damage, fault or hazard to management;
 - (f) The Employee agrees that they know and understand the Employer's health and safety rules and procedures. Where an Employee fails to comply with health and safety rules and procedures, disciplinary action may result;
 - (g) The Employee agrees to observe all safety precautions and procedures including, where required, the wearing of protective clothing and equipment;
 - (h) The Employee acknowledges that they have read and understand the Employer's Health and Safety policy;
 - (i) The Employee will report to work in such a condition that enables their duties to be performed properly and safely at all times.

4.10 Conduct

- 4.10.1 The Employee agrees to abide by the house rules and workplace policies introduced by the Employer from time to time and agrees to be bound by any subsequent variations.
- 4.10.2 The Employee shall undertake the tasks and duties associated with his/her position in a professional manner and to an acceptable standard.

4.11 Confidential Information

- 4.11.1 Except in the proper performance of the Employee's duties, or as authorised by the Employee's manager/supervisor, he/she shall not at any time use or divulge to any person, any knowledge or information which he/she may acquire during the course of his/her employment by the Employer concerning the business, operations, affairs, property, customers, clients, suppliers, employees and principals of the Employer.
- 4.11.2 This restriction shall continue to apply after the 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 without breach by the Employee of this restriction.
- 4.11.3 Any breach of this clause or disclosure may be considered as serious misconduct and may lead to the Employee's dismissal.

4.12 Drugs and Alcohol

- 4.12.1 Under the Health and Safety at Work Act 2015, the Employer has a legal duty to ensure the safety of employees while at work. This legal duty requires the Employer to take reasonably practicable steps to provide and maintain a safe working environment.
- 4.12.2 The Employer may require the Employee to undergo testing for drugs, cannabinoids, other substances including synthetics and/or alcohol, of the following nature after:
- (a) Lost time injury accident;
 - (b) Injury requiring medical treatment;
 - (c) Reasonable cause testing;
 - (d) Post accident/incident;
 - (e) Follow up testing;
 - (f) Periodic testing for safety sensitive positions, this includes positions that operate agricultural tools and machinery on and/or off the road and positions that operate vehicles;
 - (g) Incident with significant potential to cause serious harm or loss;
 - (h) Incident where an employee's actions, appearance, behaviour or conduct suggests impairment by drugs or alcohol.
- 4.12.3 Such testing shall be done during working hours.
- 4.12.4 If the individual unreasonably refuses to provide consent or undergo test, the person will be asked to provide a reason for refusing to undertake the test. If in the opinion of the employer the reason is not sufficient the person will be removed from the work location and an investigation will be carried out. Refusal may be deemed as serious misconduct and may result in termination of employment.
- 4.12.5 A full Drug and Alcohol sets out these requirements in full detail.

4.13 Conflict of Interest

- 4.13.1 The Employee agrees that they have disclosed all known or potential conflicts of interest to the Employer at the time this agreement is entered into. The Employee agrees to immediately disclose to the Employer any known or potential conflicts of interest that may arise during the employment relationship.
- 4.13.2 The Employee shall not, for the term of this agreement, set themselves up, or engage in private business or become involved in any capacity (employment or otherwise) in direct or indirect competition with the Employer, without the Employer's written consent.
- 4.13.3 Failing to disclose a potential known or potential conflict of interest, or failing to seek such consent or engaging in any conflicting activities without the Employer's consent, may be considered serious misconduct and lead to the termination of the Employee's employment.

4.14 Variation to Employment Agreement

- 4.14.1 The parties may amend the Agreement by mutual agreement. Where such variations are agreed to they shall be recorded in writing, signed by both parties, and attached to this Agreement and shall become part of it.

4.15 Employee Warrants Opportunity Provided to Seek Independent Advice

The Employee acknowledges that prior to entering into this agreement, he/she has been provided with a copy of this intended employment agreement, has been advised that he/she is entitled to seek independent advice upon it, and has been given a reasonable opportunity to do so.

The Employee accepts and agrees to comply with and abide by the terms and conditions of employment contained in this agreement, the attached appendices, and Employer's policies, which may be amended from time to time.

The Employee understands 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.

(a) Signatories

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

Employee

Employer

Name:

Name:

Signed: _____

Signed: _____

Dated:

Dated: _____

Additional Schedules Attached:

- Schedule One: Job Description
- Schedule Two: Remuneration
- Schedule Three: Serious Misconduct
- Schedule Four: Misconduct

Please read and initial each page.

5.0 SCHEDULES

5.1 Schedule One: Job Description

5.2 Schedule Two: Remuneration

5.2.1 The Employee will be paid wages.

5.2.2 Agreement of Starting Remuneration Rate

Date: _____ at a rate of \$ _____ (gross) per hour **plus 8% Holiday Pay**

5.2.3 Casual workers who are employed for no more than 28 days are not entitled to be automatically enrolled in Kiwisaver, but they can opt in. Employees can either give the Employer a Kiwisaver deduction form (KS2) or contract with a Kiwisaver scheme provider directly. If the Employee is a KiwiSaver member, he/she will receive his/her gross wages less PAYE and his/her KiwiSaver contributions (calculated on gross earnings). Contributions will be paid directly to Inland Revenue in accordance with the KiwiSaver Act 2006 and its amendments. The Employer will also contribute in accordance with the requirements of the KiwiSaver Act and any amendments.

5.2.4 If the Employee elects not to join KiwiSaver, he/she will receive his/her gross wages, less PAYE.

5.2.5 "KiwiSaver" means a KiwiSaver scheme under the KiwiSaver Act 2006 or any superannuation scheme that replaces it in the future.

5.3 Schedule Three: Serious Misconduct

- 5.3.1 The following are examples of offences which may constitute serious misconduct and which may give rise to summary dismissal under clause 4.2. Every instance of misconduct must be assessed on its facts and a “full and fair” investigation into the alleged conduct must take place prior to a decision to terminate:
- (a). Unauthorised use, possession or movement of Employer, customer, supplier, other Employee’s or other Employee’s family’s property or any other property belonging to or under the control of the Employer. This includes but is not limited to, vehicles, money, information, intellectual property, scrap, waste or damaged items;
 - (b). Refusal to undertake the duties of the Employee’s position, or to carry out any proper and lawful instruction given by the Employer or any other person acting with the authority of the Employer;
 - (c). Verbal or physical abuse/violence or threats of physical violence or threatening behaviour and/or language used against any person. This also extends to non-work hours where the incident has the potential to have a damaging effect on the employment relationship;
 - (d). Racial, sexual, or other improper harassment of any other person, occurring at the workplace, at company functions, or at a client’s premises. This also extends to non-work hours where the incident has the potential to have a detrimental effect on the working relationship;
 - (e). Bullying of any other person;
 - (f). Possession of weapon/s on Employer premises without proper authorisation at any time;
 - (g). Without permission from the Employer, bringing to the workplace or be under the influence of drugs including synthetics (other than prescription), and including misuse of prescription medication, cannabinoids, mind altering substances or alcohol during working hours or in company vehicles.
 - (h). Not reporting missing safety equipment, interfering with or removing safety equipment.
 - (i). Failure to follow instructions or otherwise acting in a manner that threatens safety, health, or hygiene in the workplace or in a manner that hinders the safe and proper performance of the duties of other Employees;
 - (j). Falsification or being party to falsification of time sheets, attendance records, other special payment records or any other Employer, customer, supplier or employee documents or records, or any other actions which could result in a payment to which an Employee is not entitled;
 - (k). Using any vehicle whilst at work or using any vehicle provided by the Employer at any time in such a way that it contravenes any legislation (such as speeding, driving while under the influence of alcohol or drugs, breach of mobile phone use legislation, driving while unlicensed or in breach of any restrictions on the Employees licence), or driving in an unsafe manner;
 - (l). Negligence, or deliberate act, or irresponsible use of fire protection or safety equipment or protective clothing, which may affect the safety of the Employee or other workers, or results in a serious safety or damage situation;
 - (m). Failure to comply with the Employer’s Health and Safety policy or procedures;
 - (n). Unauthorised use of Employer/customer/supplier equipment or vehicles
 - (o). Allowing any unauthorised person(s) to use vehicles provided by the Employer;
 - (p). Performing a deliberate action or inaction that leads or could lead to stock or profit loss for the Employer. Examples include but are not limited to, failure to close gates leading on to roads, failure to report sick or injured animals, failure to notify the Employer of a breach of any known consents issued by a Council; under the Resource Management Act or causing

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(or attempting to cause) grading or non-acceptance of milk by a dairy company;

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

5.5 Schedule Four: Misconduct

5.5.1 The following are examples of acts or omissions, which may, after the appropriate warnings in accordance with clause 4.2 of this agreement, lead to dismissal:

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