

INDIVIDUAL EMPLOYMENT AGREEMENT TEMPLATE

Employee's Name:

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1.0 INTENT OF THIS AGREEMENT

- 1.1 The employer and the employee agree that they have a common interest in working together in good faith and in particular in:
- i. Working together to ensure the successful and profitable operation of their establishment;
 - ii. Developing and maintaining a working environment where there is mutual trust and co-operation between the employer and the employee.
- 1.2 This Agreement replaces any previously expressed or implied written or oral contractual terms or provisions (including those implied by custom and practice) that may have existed prior to this Agreement.
- 1.3 The employer hereby advises the employee that he/she is entitled to seek independent advice about the Agreement and that a reasonable time will be allowed for the employee to seek that advice. Acceptance of the Agreement by the parties will be evidence that this clause has been complied with by the employer.
- 1.4 A summary of the terms and conditions of employment as required by section 65 of the Employment Relations Act 2000 are contained in Schedules A and B.

2.0 DEFINITIONS

- 2.1 Full-time employees**
Full-time employees are those employed for a minimum of forty (40) hours.
- 2.2 Part-time employees**
Part-time employees are those employed for flexible hours depending on the requirements of the employer. Hours worked are expected to be less than 40 hours per week. A particular number of hours cannot be guaranteed.
- 2.3 “Ordinary Weekly Pay”**
This includes everything an employee is normally paid weekly, including regular allowances and regular overtime if applicable. Intermittent or discretionary payments are not included.
- 2.4 “Average Weekly Earnings”**
This is determined by calculating gross earnings over the 12 months prior to the end of the last pay period before the annual leave is taken, and dividing this figure by 52.
- 2.5 “Gross Earnings”**
This includes wages and allowances but does not include reimbursements.
- 2.6 “Relevant Daily Pay”**
This calculation is used for determining the payment due to the employee for a public holiday, alternative holiday, sick leave, or bereavement leave. It means the payment the employee would otherwise have earned on the day concerned calculated in accordance with section 9 of the Holidays Act 2003.

3.0 PARTIES TO THIS AGREEMENT

- 3.1 This individual employment agreement shall apply to the employer and the employee who sign the Agreement below.
- 3.2 [REDACTED] is the employer and shall be referred to as the “employer” throughout this Agreement. The “employer” may appoint managers to manage the premises on a day to day basis and such managers shall have authority to act on behalf of the employer in regard to the day to day operational requirements of the premises.
- 3.3 [REDACTED] is the employee and shall be referred to as the “employee” throughout this Agreement.

4.0 EMPLOYEE REPRESENTATIONS

Upon entering into this Agreement, the employee agrees that:

- 4.1 All representations, whether oral or written, made by the employee as to qualifications and experience in applying for this position are true and complete.
- 4.2 The employee has not deliberately failed to disclose any matter that may have materially influenced the employer’s decision to employ the employee.
- 4.3 The employee has not made, nor will make, any contractual or other commitments without the agreement of the employer, which will not be unreasonably withheld, that would conflict with the performance of the employee’s obligations under this agreement.
- 4.4 Clauses 4.1, 4.2 and 4.3 above are essential terms of this agreement and a breach of any of these Clauses may constitute misconduct that may result in termination of the employee’s employment in accordance with Clause 13 of this Agreement

5.0 POSITION AND DUTIES

- 5.1 The employee will be employed as a [REDACTED]. The position is full-time / part-time. Because of the nature of the business, the employee may also be engaged in providing reception duties, cleaning and other work associated with the operation, administration and maintenance of the business.
- 5.2 The Agreement shall commence on [REDACTED] 20[REDACTED] and continue until terminated in accordance with this Agreement.
- 5.3 The job description (if applicable) is contained in Schedule C and may be varied from time to time.

6.0 HOURS AND DAYS OF WORK

- 6.1 The ordinary hours of work should not normally exceed forty (40) hours in any one week or 10 hours in any one day and may be worked on no more than five days of the week, Monday to Sunday inclusive, except as provided in Clause 6.2. These hours will be paid at ordinary rates of pay, as set out in schedule A to this Agreement irrespective of the day of the week or time of the day on which the work is performed.

- 6.2 Notwithstanding Clause 6.1 above, where an employee and the employer agree, the ordinary hours of work may be spread over 6 or 7 days of the week and/or exceed 40 hours in any week, provided that no more than 50 hours is worked in any week without agreement between the parties. Any hours worked in excess of 40 hours per week will be paid at the employee's ordinary rate of pay as set out in schedule A.
- 6.3 The hours and/or days of work of part time employees may be increased or decreased by the employer in order to meet variations and fluctuations in trading patterns and labour requirements.
- 6.4 The employer shall, wherever reasonably practicable, give 7 days notice of any change to rostered hours. It is the responsibility of the employee to be aware of their hours of work and to keep the employer advised of any change to the employee's availability to work and ensure that the employer has up to date contact details for the employee.
- 6.5 The employee will be allowed a paid rest break of 15 minutes at or before the completion of each 4 hours worked. The employee shall also be entitled to an unpaid meal break of not less than half an hour where the work period amounts to more than 4 hours. Rest and meal breaks will be provided at times that are reasonably practicable in regards to the circumstances.

7.0 TRIAL PERIOD

- 7.1 The employee shall be employed on a trial basis for the first 90 calendar days of employment commencing on the employee's first day of work to enable the employer to determine the employee's suitability for permanent employment.
- 7.2 Where the conduct or performance of the employee during the trial period is likely to affect continued employment, the employer shall advise the employee specifying the area of dissatisfaction, the improvement required, and the period of time by which that improvement is to be achieved.
- 7.3 During the trial period the employer may terminate the employment for any reason (including giving notice or termination) and the employee will not be able to challenge the dismissal as a personal grievance or in any other legal proceedings.
- 7.4 Where the employment is terminated in accordance with this provision the employee shall receive the notice of termination as provided in Clause 12.1 of this Agreement. However, the employer shall retain the right to dismiss the employee without notice for serious misconduct.
- 7.5 Notwithstanding Clause 7.3 and 7.4, Clause 13.1 in this employment agreement and any applicable policies of the employer relating to training or disciplinary or performance management procedures will not apply during the Trial Period but the employer may, in its sole discretion, apply some other training or disciplinary or performance management process.

8.0 REMUNERATION

- 8.1 The employee will be paid the remuneration set out in Schedule A to this agreement by direct credit into a bank account nominated by the employee unless otherwise agreed.

8.2 Deductions from wages and/or holiday pay

Deductions may be made from the employee's wages and/or holiday pay in the following circumstances:

- i unapproved sick leave or other unpaid absences and for leave without pay which has been agreed between the parties;
- ii by agreement between the employer and employee;
- iii as otherwise provided by this agreement;
- iv from final pay for any unreturned protective clothing, equipment, or any other property, or any debt believed by the employer to be owing to the employer, whatsoever it may be, including damage to the employer's property as a result of the employee's fault or carelessness.

8.2.1 Before making any deductions under this Clause you will be consulted as to the circumstances and amount of the deduction.

8.3 Deduction of union fees (where applicable – Hotel/Resort Spa's)

Union fees will not be deducted from wages unless the employer and employee agree in writing.

8.4 Overpayment of wages

In the event of an overpayment of wages, the employer may recover the amount of overpayment from the employee provided the employee is given written notification of the intention to recover the overpayment, the amount to be recovered and a full explanation of the reasons for the overpayment.

8.5 Recognised qualifications

A list of recognised qualifications is shown in Schedule D. This list is provided as an indication of the qualifications recognised in the hospitality industry and is one factor in determining wage levels.

9.0 LEAVE

9.1 The provisions set out below covering public holidays, annual leave, sick leave and bereavement leave are in accordance with the Holidays Act 2003 and are not additional thereto.

9.2 The employee can obtain further information about leave entitlements under the Holidays Act by contacting the Department of Labour by telephone on 0800 20 90 20 or via the Department's website www.ers.govt.nz

9.3 Public holidays

9.3.1 Because of the seven day a week nature of the employer's business, the employee may be rostered to work on public holidays. However, where the public holiday falls on a day that is not otherwise a working day for the employee, the employee may choose not to be rostered to work the holiday. On all other days the employee will be required to work the day if the employer so rosters the employee.

9.3.2 Except as set out in this Clause, the following days are recognised as public holidays in accordance with the Holidays Act 2003:

25 December	26 December
1 January	2 January
Waitangi Day	Good Friday
Easter Monday	Anzac Day
Queens Birthday	Labour Day
Provincial Anniversary Day	

- 9.3.3 If Christmas Day, Boxing Day, January 1st or 2nd fall on a Saturday or Sunday, and the employee does not otherwise work on that day, the holiday is transferred to the following Monday or Tuesday as appropriate.
- 9.3.4 If any of the holidays as set out in 9.3.3 fall on a Saturday or Sunday and the employee would otherwise work on that day, the holiday remains on the day on which it actually falls.
- 9.3.5 If an employee works on any part of a public holiday the employee shall be paid time and a half for the time actually worked on that day.
- 9.3.6 Where the employee otherwise works on a day on which a public holiday is observed, but is not rostered to work on that day, the employee shall be paid the relevant daily pay as defined in Clause 2.6 for the hours the employee would otherwise have worked on that day.
- 9.3.7 Where the employee is rostered to work for any period on a public holiday, and that holiday falls on a day that would otherwise be a working day for the employee, the employee shall be given an alternative holiday to be taken at a time agreed between the employer and the employee. The alternative holiday shall be paid at the Relevant Daily pay as defined in Clause 2.6.
- 9.3.8 If an employee works on a public holiday that is not otherwise a working day, the employee shall be paid time and a half for the time actually worked on that day, but will have no entitlement to an alternative holiday.

9.4 Annual leave

- 9.4.1 In accordance with the Holidays Act 2003 the employee shall, upon the completion of each year of continuous employment, be entitled to 4 weeks' paid annual holidays ("annual leave") to be taken at time to be mutually agreed between the employee and the employer having regard to the employer's operational requirements and the desires of the employee.
- 9.4.2 Payment for annual leave will be at the greater of the **Ordinary Weekly Pay** as defined in Clause 2.3 at the time the holiday is taken, or the employee's **Average Weekly Earnings** as defined in Clause 2.4 over the 12 month period immediately before annual leave is taken.
- 9.4.3 Should any public holiday occur during the employee's annual leave the public holiday entitlements shall be in addition to the annual leave being taken.
- 9.4.4 Where the employee does not take annual leave within twelve months' of it becoming due, the employer may direct the employee to take such annual leave by giving the employee 14 days' notice in writing to do so.
- 9.4.5 Payment for annual leave shall be paid to the employee in the pay period that relates to the annual leave being taken.

- 9.4.6 Annual leave may be taken in advance of the completion of each year of continuous service. Where the Employer agrees that the employee may take annual leave in advance, the annual leave taken in advance shall be deducted from the employee's annual leave entitlement under Clause 9.4.1.

9.5 Sick leave

- 9.5.1 After six months' of current continuous employment, the employee shall be entitled in each subsequent year of employment to sick leave for up to five days per annum calculated at the rate of the employee's Relevant Daily Pay as defined in Clause 2.6.
- 9.5.2 The employee is entitled to use the sick leave entitlement in cases of genuine sickness or injury or when the employee's spouse or a dependent person (such as a child or parent) is sick or injured.
- 9.5.3 Sick leave not taken in any 12 month period is retained and up to 15 days may be carried over to the following 12 month period of continuous employment. Maximum entitlement in any one year is 20 days. The employee is not entitled to be paid any unused sick leave on termination of the employee's employment.
- 9.5.4 Sick leave will not be paid in respect of any day on which the employee is not rostered to work.
- 9.5.5 The employee shall notify the employer that they are unable to work due to sickness or injury as soon as practicably possible on each day of sickness or injury.
- 9.5.6 For any absence due to sickness or injury the employee is required to notify the employer of the expected date of their return to work and shall keep the employer advised on any information that affects the employee's timeframe for return to work and progress of recovery. The purpose of the notification is to enable the employer to engage a replacement employee if necessary. At the employer's discretion, the employee may be required to produce a medical certificate describing the illness/accident preventing the employee from working and the anticipated duration of the sickness or injury. The medical certificate must state that the employee has attended a medical specialist and was or is, in the opinion of the medical specialist, unfit for work. The employer will meet the employee's reasonable costs of obtaining such proof of sickness or injury.
- 9.5.7 If the sickness or injury of the employee lasts three consecutive calendar days' or more, the employee may be required to produce a medical certificate describing the illness/accident preventing the employee from working and the anticipated duration of the sickness or injury. The medical certificate must state that the employee has attended a medical specialist and was or is, in the opinion of the medical specialist, unfit for work. Where a request is made under this clause the employee must meet the costs of obtaining such proof of sickness or injury.
- 9.5.8 Where a medical certificate is not provided under either Clause 9.5.6 or 9.5.7 without a reasonable excuse, payment of sick pay for the full period of absence will be withheld until such time as the employee provides an adequate medical certificate.

9.6 Bereavement Leave

- 9.6.1 After six months' of current continuous employment the employee may, on the production of satisfactory evidence, take a maximum of three days' bereavement leave on each occasion of the death of the employee's spouse, parent, child, brother or sister, grandparent, grandchild, and spouse's parent.
- 9.6.2 At the employer's discretion the employee may, on the production of satisfactory evidence, take one day's bereavement leave on the death of any other person where the employer accepts the employee has suffered bereavement.

- 9.6.3 The relevant factors the employer will consider in granting bereavement leave in accordance with Clause 9.6.2 include the closeness of the association between the employee and the deceased person, whether the employee has to take significant responsibility for any of the funeral arrangements, and any other responsibilities of the employee in relation to the death.
- 9.6.4 The employee shall give the employer notice of their bereavement as soon as possible after the death of the person concerned.
- 9.7 **Parental leave**
Parental leave will be granted in accordance with the Parental Leave and Employment Protection Act 1987.

10.0 RESPONSIBILITIES OF THE EMPLOYEE

Under this Agreement, the employee shall:

- 10.1 At all times comply with all reasonable and lawful instructions issued by the employer and shall comply with all rules and procedures established for the conduct of the employee or employees in general.
- 10.2 At all times maintain an acceptable standard of dress and appearance. The employee will be advised of any specific uniform requirements, with which he/she must comply.
- 10.3 Carry out his/her duties faithfully, effectively, and to the best of the employee's ability and devote his/her whole time and attention during working hours exclusively to the employee's duties and not engage in any other activity inconsistent with the performance or services under this Agreement.
- 10.4 For the avoidance of doubt, breach of any of the terms of this agreement may result in disciplinary procedures being initiated in accordance with Clause 13 and may adversely affect continued employment.
- 10.5 During the term of employment, the employee shall not compete against the employer, directly or indirectly, in any areas of trade or business, including on a private basis or for any third party without the express consent of the employer.
- 10.6 **Non-solicitation** - The employee shall not, whilst employed by the employer, or for a period of 6 months after the employment has ended, directly persuade or attempt to persuade any of the employer's employees, clients or customers to abandon the employer in favour of:
- (i) A contract for service, or contract of service with the employee; and/or
 - (ii) Participation in a business venture, either by partnership, shareholding, or other such arrangement, with the employee.

11.0 HOUSE/WORK RULES

- 11.1 Various house or work rules and policies may be developed for the effective and safe operation of the employer's business and for the welfare and interests of employees and customers, and the employee must comply with these particular rules and policies. Such rules or policies may be changed by the employer from time to time to meet operational requirements. The employer will notify the employee of such rules and policies and any changes and you shall familiarise yourself with such rules and policies.

- 11.2 Examples of such rules and policies, which may or may not be written down, may include a visitor's policy, smoking areas, safety rules, security practices, uniform requirements and rules regarding proper conduct towards fellow employees and the employer. Breaches of rules and policies may result in disciplinary action.
- 11.3 The employee indemnifies the employer for any liability, loss, expenses or other costs incurred by the employer in respect of any action, claim, cost or expense arising directly or indirectly from any act or omission of the employee in relation to breaches of this Agreement including any rules and policies of the employer.

12.0 TERMINATION OF EMPLOYMENT

- 12.1 Where employment is terminated, in accordance with this Agreement, the employer or the employee must give the other either [redacted] weeks' notice of termination or resignation. Where either party terminates the employment without giving and or working out this period of notice, one week's wages shall be paid or forfeited as the case may be by the defaulting party.
- 12.2 Where notice of termination is given by the employer or employee under Clause 12.1, the employer may elect to pay wages in lieu of notice but this shall not constitute summary dismissal.
- 12.3 At the employer's discretion, the employer may reassign the employee to other duties during a notice period and this reassignment shall not constitute a unilateral variation to this agreement.
- 12.4 Nothing in this Agreement shall prevent the employer from dismissing the employee for serious misconduct without any period of notice or payment in lieu.
- 12.5 Where the employee absents himself/herself from work for three or more consecutive scheduled working days without notification to the employer, the employer, after making reasonable inquiries, shall be entitled to conclude that the employment has been terminated by the employee by reason of abandonment without notice.
- 12.6 Termination on medical grounds**
- 12.6.1 The employer may terminate this Agreement by giving such notice to the employee as the employer deems appropriate in the circumstances if, as a result of mental or physical illness or accident, the employee is rendered incapable of the proper and ongoing performance of his/her duties under this Agreement.
- 12.6.2 Before taking any action under Clause 12.6.1 the employer may require the employee to undergo and obtain, at the employer's expense, an assessment and subsequent opinion from a registered medical practitioner. On receipt of such an opinion the employee shall authorise that medical practitioner to release the results of that assessment to the employer and the employer shall take into account any reports and recommendations made available to the employer as a result of that medical opinion and any other relevant medical reports or recommendations that the employer may receive or which may be tendered to the employer by or on behalf of the employee.
- i) We acknowledge that you have the right to refuse to undergo such an assessment however such refusal may leave us to make any decisions only on any other information provided to us.

13.0 DISCIPLINARY PROCEDURES

13.1 The procedures set out in this clause will be followed in circumstances where the matter(s) causing concern is/are not of sufficient seriousness to warrant summary dismissal.

13.1.1 The employee will be required to attend a disciplinary meeting and will be advised:

- i. Of her/his right of assistance and/or representation at any stage, including at the disciplinary meeting;
- ii. Of the specific matter(s) causing concern that will be discussed at the disciplinary meeting and given an opportunity to state any reasons or an explanation in response to the matters of concern before any decisions are made;
- iii. Of the corrective action(s) required to remedy the situation.

13.1.2 Under normal circumstances the first two occurrences of minor misconduct would entail warnings, and the third instance of the misconduct could entail dismissal with or without notice.

13.1.3 The employee will always be given sufficient time to take the necessary corrective action(s).

13.1.4 Any action under this clause is to be recorded in writing and both parties are to receive a copy.

13.1.5 If, in the opinion of the employer, the situation warrants it, the employee may be suspended on pay pending the resolution of the matter(s) causing concern.

13.2 Summary Dismissal

13.2.1 The employer may dismiss the employee without notice for serious misconduct.

13.2.2 The procedure for summary dismissal will be as follows:

- i. The employee will be required to attend a disciplinary meeting and will be advised of his/her right to assistance and/or representation at any stage, including at the disciplinary meeting, the incident of serious misconduct, and that the employee will have an opportunity to respond to the alleged misconduct before the employer makes any decisions.
- ii. At the disciplinary meeting, the employer will advise the employee of the specific allegation, and the seriousness of the situation, and provide the employee with an opportunity to explain what happened. If the explanation is not satisfactory to the employer, the employer may inform the employee that the allegations may be investigated further. The employee may be suspended, on pay, to allow a full investigation to take place.
- iii. When the employer is satisfied that the matter has been fully investigated, the employer will arrange a meeting with the employee and make the findings of the investigation known. The employee will be allowed a reasonable and adequate opportunity to make further representations to the employer.
- iv. If the employer is satisfied there is just cause to dismiss, unless there are mitigating circumstances and/or a lesser sanction is imposed, the employee will be informed of the decision to dismiss.

14.0 EMPLOYMENT RELATIONSHIP PROBLEMS

- 14.1 Any employment relationship problem as defined in section 5 of the Employment Relations Act 2000 will be dealt with in accordance with the Dispute Resolution Procedure, a copy of which is attached as Schedule B.

15.0 DISCRIMINATION AND HARASSMENT

- 15.1 The parties to this Agreement acknowledge that sexual or racial harassment in the workplace is totally unacceptable and undertake that, where sexual or racial harassment occurs, that they will take whatever steps practicable to prevent such behaviour.
- 15.2 The parties to this Agreement acknowledge that any discrimination as defined in section 105 of the Employment Relations Act 2000 is totally unacceptable and undertake that, where discrimination occurs, that they will take whatever steps practicable to prevent such behaviour.
- 15.3 If you believe that you have been subject to behaviour amounting to harassment or discrimination of any kind then you should as soon as possible report the behaviour to your supervisor or the employer who will listen to your complaint, investigate and if necessary take appropriate action. You may also invoke the Dispute Resolution procedure in Schedule B of this Agreement.

16.0 HEALTH AND SAFETY

- 16.1 The employer will take all practicable steps to ensure a safe and healthy work environment for all employees. The employee shall comply with all reasonable directions regarding health and safety and shall operate any equipment with reasonable care and in carrying out their duties will take all practicable steps to complete duties in a way that is safe and healthy to themselves and any other people in the workplace.
- 16.2 Where appropriate and necessary, at the employer's discretion, the employer will provide safety equipment and protective clothing and you will wear this protective clothing and use this equipment when directed to do so by the employer.
- 16.3 You are required to report to the employer all accidents and/or injuries. Failure to do so may result in dismissal.
- 16.4 You shall notify the employer within one working day of filing any work-related claim with the Accident Rehabilitation & Compensation Insurance Corporation (ACC) and provide the employer with a copy of any relevant documents.
- 16.5 You must advise the employer of any medical condition, including stress or personal circumstances and non work related ACC claims that may impact on your ability to perform your duties safely and effectively.

17.0 EMPLOYMENT RELATED STATUTORY RESPONSIBILITIES

The employee acknowledges that:

- 17.1 The employee may be required to perform a number of duties under this Agreement that are subject to statutory governance including, but without limitation, the Sale of Liquor Act 1989, the Gambling Act 2003 and the Smoke-free Environments Amendment Act 2003 and related regulations.

- 17.2 Failure by the employee to meet the standards, satisfy the criteria or in the event of a breach of any requirement of any relevant statute or regulation, either before commencing employment or during the employment may adversely affect on-going employment.
- 17.3 Failure by the employee to disclose criminal convictions, or to pass a credit history check may adversely affect on-going employment; and
- 17.4 Termination of the employee's employment by the employer for any reason as set out in Clauses 17.2 and 17.3 above shall not constitute unjustified dismissal.

18.0 EMPLOYEE PROTECTION PROVISIONS AND REDUNDANCY

- 18.1 Where the employee's position becomes surplus to the employer's staffing requirements due to changes in the employer's business operations with no alternative position available to the employee the employer may determine, following consultation with the employee, that the employee's position is redundant.
 - 18.1.1. Where the employee's position becomes redundant under Clause 18.1 the employee shall receive two weeks notice of termination if such notice is reasonably practicable.
 - 18.1.2 At the employer's discretion, the employer may elect to pay remuneration in lieu of notice under Clause 18.1.1, but in all other respects no further compensation for redundancy shall be payable to the employee.
- 18.2 Where the employer is contracting out, selling or transferring all or part of the business (called a 'restructure') including the part of the business where the employee is employed, the following provisions will apply:
 - i. Where practicable the employee will be advised about any proposal to sell all or part of the business or to contract out or transfer work before a final decision is made. Where consultation is not practicable due to commercial sensitivity, or other genuine reasons, you will be advised and consulted as soon as practicable.
 - ii. If the employer decides to proceed with the proposed restructure the employer will negotiate with the purchaser with a view to the new employer employing the employee on the same or similar terms and conditions and recognising the employment as continuous.
 - iii. The employee hereby agrees to the terms, conditions and entitlements of their employment being made known to any prospective purchaser.
 - iv. The employee will be advised of timeframes for such negotiation and for the acceptance of any offer of employment or of any application and interview process as soon as possible.
 - v. The employee is entitled to choose whether or not to accept any employment with a purchaser of any or all of the business. In the event that the purchaser offers the employee employment under Clause 18.2 ii above no redundancy situation will arise and the employee will not be entitled to receive redundancy compensation whether or not the employee chooses to accept the offer of employment. The employee shall receive three weeks' notice of termination if such notice is reasonably practicable.

- vi. In the event that the purchaser is not prepared to offer the employee employment in terms of Clause 18.2 ii above or offers employment on substantially less favourable terms and conditions and/or without recognition of the employee's service the employee will receive three weeks' notice of termination if such notice is reasonably practicable.
- vii. Notwithstanding clauses 18.1 and 18.2 above, where the employee provides cleaning services or food catering services in relation to any other place of work as a substantial part of their duties under this agreement, the employee shall be entitled to the entitlements for "specified categories of employees" in terms of Part 6A subpart 1 of the Employment Relations Act 2000.

19.0 CONFIDENTIALITY

- 19.1 The employee shall not during the period of the employment and after termination for any reason, other than in the course of the employee's duties, or as may be required by law, use or disclose any confidential information to any person howsoever other than a person or another employee authorised by the employer.
- 19.2 In this Clause, "confidential information" means any information relating to the business or financial affairs of the employer other than information which is public knowledge and shall include: any trade secrets, specialised know-how or practices in which the employer may from time to time engage in business, and includes any customer lists, customer requirements, performance reports and the employer's profitability figures or reports, contracts and other financial information in relation to the business of the employer or in relation to any customer which are or may be of commercial value to a competitor.

20.0 FORCE MAJEURE

- 20.1 Neither party will be liable to the other for any failure to perform any obligations under this agreement by reason of circumstances beyond the party's reasonable control, including (but not limited to) natural disaster, adverse weather conditions, health epidemic or pandemic, civil unrest or war ("Force Majeure Event"). The party affected must:
 - (a) 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;
 - (b) take all reasonable steps to overcome the Force Majeure Event and minimise the loss to the other party; and
 - (c) continue to perform that party's obligations as far as practicable.
- 20.2 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.

21.0 VARIATION OF THIS AGREEMENT

The parties to this agreement acknowledge that circumstances may arise during the term of this agreement that warrant variation of this agreement. The parties agree that this agreement may be varied by agreement between the parties in writing and that no such variation shall be effective until signed by both parties.

EXECUTION OF AGREEMENT

Dated this _____ day of _____ 20__

Signed by

Employee

Employer

SCHEDULE A

Summary of Terms and Conditions of Employment

Names of the parties:

Employee

Employer

Description of work:

Specific position

Place of work:

Wages:

All amounts are stated as gross and will be subject to PAYE and other lawful deductions.

Hours of work:

Flexible hours as required by the employer.
Hours may vary from week to week.

SCHEDULE B

Dispute Resolution Procedure

We are committed to dealing with any problems which may arise for you in your employment with us. If you think you have a problem in your employment, please let [redacted] know immediately, so we can try and resolve it with you as soon as possible. If you don't feel you can approach the above people, please contact [redacted] instead, or someone else you feel comfortable with.

Employment Relationship Problems

Some problems are classified as “**Employment Relationship Problems**” and these include such things as personal grievances, disputes, claims of unpaid wages, allowances or holiday pay. If such a problem arises, or if a concern becomes more serious, please make sure you bring to our attention that it is an ‘Employment Relationship Problem’ for you. In some cases, there is a **time limit** of 90 days in which you have to do this.

Mediation Services

If you do try to bring your problem to our attention but we don't address the issue or if you don't feel happy with our response, then you can contact **Mediation Services of the Department of Labour** for free assistance.

Their phone number is 0800 800 863.

The mediator will try to help us resolve the problem, but won't make a decision as to who is right or wrong unless we both want this.

Employment Relations Authority

If your problem is still not resolved to your satisfaction, then you can go to the Employment Relations Authority for assistance. This is a more formal process and you might want to have someone representing you. The Authority investigates the problem, and will make a decision. This decision can be appealed by either of us to the Employment Court and then to the Court of Appeal.

Representation

At any stage, you are entitled to have a representative working on your behalf, and we will work with you and that person to try to resolve the problem. You may prefer to have your lawyer, a friend or family member with you as a support person, and we encourage you to do so.

Personal Grievances

If, after bring your concerns to our attention as outlined above you feel that you have grounds for raising a personal grievance (for unjustified dismissal, unjustifiable disadvantage, discrimination, duress, sexual or racial harassment), then you must do so within 90 days of the action occurring, or the grievance coming to your notice. Otherwise, your claim may be out of time.

If you raise your grievance out of time, we can choose to accept the grievance or to reject it. If we choose to reject it, you can ask the Employment Relations Authority to grant you leave to raise the grievance out of time.

SCHEDULE C

Job Description

SCHEDULE D

Qualifications

This information is provided as an indication of the qualifications recognised in the Beauty industry and is one factor in determining wage levels.

Current Recognised Qualifications & National Certificates in:

NZQA
CIBTAC
CIDESCO
ITEC