



Paengaroa Horticulture
Limited
Employee Handbook

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1 INTRODUCTION

1.1 WELCOME

Paengaroa Horticulture Limited (**the Employer**) would like to wish you every success during your employment, whether you recently joined or whether you are an existing employee. We hope that your experience of working with us is positive and rewarding.

1.2 ABOUT PAENGAROA HORTICULTURE LIMITED

Paengaroa Horticulture Limited is an established and certified orchard management company providing a range of services for kiwifruit growers in the Paengaroa, Te Puke, Maketu, Pukehina and Katikati regions.

Our management services help maximise orchard potential while minimising the stress normally involved in the day to day running of an orchard. We are fully equipped with our own machinery and equipment to carry out any orchard management work required by our various clients.

We value our team of passionate, friendly, committed and hard-working people and together we will grow with the goal of helping our company grow.

1.3 PURPOSE OF THE EMPLOYEE HANDBOOK

This handbook (**the Employee Handbook**) sets out the Employer's rules and regulations, the policies and procedures relating to your employment and also contains information on your benefits and protections. If you require any clarification or additional information, please speak to your manager. All employees are required to comply with the Employee Handbook. Therefore, we ask that you read the content carefully as you may be subject to appropriate disciplinary action (up to and including termination) in the event that you breach the Employee Handbook.

1.4 PRINCIPLE OF EQUALITY

The Employer is committed to providing equal opportunities and the principle of equality in accordance with relevant legislative provisions. We are confident that you share our commitment in implementing these policies.

We will not tolerate any unlawful discriminatory act or attitude in the course of your employment or in your dealings with our clients, suppliers, contractors, members of the public or fellow colleagues. Acts of unlawful discrimination, harassment or victimisation will result in disciplinary action.

1.5 GENERAL

Amendments to this Employee Handbook will be issued from time to time.

This Employee Handbook does not form part of your employment agreement, unless expressly stated otherwise. However, in any event, the Employee Handbook may be considered when interpreting your rights and obligations under your terms of employment.

2 JOINING THE ORGANISATION

2.1 PROBATIONARY PERIOD

The details of any applicable probationary period are set out in your employment agreement. During this period, your ongoing work performance and general suitability will be assessed. If your work performance or general suitability for the role is assessed as unsuitable, the Employer may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time prior to confirmation of your employment.

The Employer reserves the right not to apply full capability and disciplinary procedures during your probationary period.

2.2 HOURS OF WORK

You may be asked to work from Monday through to Sunday. Currently, the usual business hours are 8.00am to 6.00pm, but these hours may change from time to time.

2.3 REST AND MEAL BREAKS

In order to provide you with adequate opportunity to rest, rest and meal breaks will be provided in accordance with the provisions of the Employment Relations Act 2000. The number of rest and meal breaks you are entitled to, and the duration of these breaks, will be determined by the length of your shift. Unless otherwise specified in writing, you will be entitled to the following breaks:

Duration of shift	Break entitlement
Between 2 and 4 hours	10 minute paid rest break.
Between 4 and 6 hours	One 10 minute paid rest break and 30 minute unpaid meal break
Between 6 and 8 hours	Two 15 minute paid rest breaks and 30 minute unpaid meal break

If you work more than 8 hours, additional breaks will be provided in line with the entitlements above; for example, if you work an extra 2 hours (10 hours total) you will get an additional 10 minute paid rest break. To ensure that the Employer is able to meet operational requirements and meet customer service expectations the following arrangements have been agreed to with regards to the timing of when rest and meal breaks will be taken:

- 10.00am first rest break;
- 12.30pm unpaid meal break; and
- 3.00pm second rest break

Whilst the Employer will endeavour to provide breaks at evenly spaced intervals you acknowledge that this will not always be possible, and flexibility is required in relation to the taking of breaks in order to meet the requirements of the Employer's business.

If you are unable to take your break entitlements for any reason you must immediately notify management so that arrangements can be made to rectify any issues which are identified.

If you would like to make specific arrangements with regard to the timing of your breaks, we ask that you provide us with a written request for this so that we may consider the implications of any such request. You will receive written notification of any outcome which is reached following a request to vary the timings of your breaks.

2.4 LATENESS/ABSENTEEISM

You must attend work punctually at the time(s) specified in your employment agreement or as otherwise agreed. You are required to comply strictly with any time recording procedures relating to your work. You must return to work following authorised breaks, punctually and at the time you are to resume work.

In the event you are going to be late to work, or following an authorised break, you are required to notify your manager as soon as possible and indicate when you expect to arrive. Notification of lateness or absence should be made as soon as you are aware that there may be an issue, but no later than your scheduled start time. If you arrive for work more than one hour late without having previously notified the Employer, other arrangements may have been made to cover your duties and you may be sent home for the remainder of the shift/day without pay.

If at any time during your working hours, you believe that you are unfit to continue working or need to leave the workplace for any reason, you must approach your Manager to discuss the reason for your departure and obtain approval prior to leaving the workplace. Your manager will then advise you of whether any evidence of the reasons for your absence, such as a medical certificate, is required.

All absences due to illness must be notified in accordance with the sickness reporting procedures set out in this Employee Handbook.

Lateness or unauthorised absence may result in disciplinary action and/or loss of pay.

2.5 INDUCTION

At the start of your employment, you may be required to complete an induction programme, during which all of our policies and procedures will be explained and/or provided to you, as necessary. Information relating to these will be given to you at the induction.

2.6 EMPLOYEE TRAINING

At the commencement of your employment, you will receive any training necessary for your specific job. As your employment progresses, your role may be extended to encompass new activities within the Employer's business. You are expected to participate in any training deemed necessary for you to perform your role at the required standards.

2.7 TRAINING AGREEMENT

The Employer has a policy of encouraging their employees to undertake training in order to advance their career to the benefit of both the Employer and the individual.

The Employer may agree to contribute to the cost of the training. In this event, you may be asked to enter into a specific agreement for training (**the Training Agreement**). However, where the Employer has contributed to your training and your employment is terminated, for whatever reason, the Employer will seek reimbursement of the costs in line with the Training Agreement. Further details are available separately.

2.8 JOB DESCRIPTION

Amendments may be made to your job description from time to time in relation to the Employer's changing needs and your own ability.

2.9 PERFORMANCE AND REVIEW

The Employer's policy is to monitor your work performance on a continual basis so that we can maximise your strengths and help you with any development areas.

We have a performance appraisal process in place for the purpose of monitoring employee performance levels with a view to maximising the effectiveness of individuals.

2.10 JOB FLEXIBILITY

Whenever necessary, you will transfer to alternative duties within the Employer's business. During holiday periods, for example, it may be necessary for you to take over duties normally performed by colleagues. This flexibility is essential for operational efficiency as the type and volume of work is always subject to change.

2.11 MOBILITY

It is a condition of your employment that you are prepared, whenever applicable, to travel to any other of our sites or client sites within a reasonable travelling distance. This mobility is essential to the smooth running of the Employer's business.

2.12 CONVICTIONS AND OFFENCES

During your employment, you are required to report immediately to the Employer any convictions or offences with which you may be potentially or have been charged.

3 SALARIES AND WAGES

3.1 ADMINISTRATION

i) Payment

Pay is processed weekly on Thursday and will normally arrive in your bank account by Friday, depending on your bank. You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them, for example, tax, KiwiSaver and other agreed deductions.

Any pay queries that you may have should be raised with management.

ii) Overpayments

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment. If this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.

iii) Overtime

Any hours that exceed the ordinary agreed hours must be approved by management prior to being worked. You will not be paid any overtime unless this approval has been provided.

Additional hours worked to complete your ordinary duties, for example, staying back late to correct your own erroneous work, will generally be considered reasonable additional hours and will not ordinarily be paid as overtime.

iv) Pay reviews

Pay is reviewed annually, however there is no guarantee of an increase in your pay as a result of any review.

3.2 TIME RECORDING

You are required to comply strictly with any time recording procedures relating to your work. Any failure to complete time recordings in accordance with management instruction may result in the processing of your pay being delayed until the following pay period.

You are required to fill in a time sheet, recording your start, finish and break times. These must be filled out correctly and submitted in hard copy or via email weekly, or as otherwise directed. Any failure to complete the time sheet in accordance with management instruction may result in the processing of your pay being delayed until the following pay period.

Deceitful behaviour, including incorrectly completing time recordings, completing time recordings on behalf of another employee, or allowing another employee to complete time recordings on your behalf is strictly prohibited and may result in disciplinary action up to and including termination.

3.3 SHORTAGE OF WORK

If there is a temporary shortage of work for any reason, we will try to maintain your continuity of employment. With your agreement, we may place you on reduced hours, or alternatively, temporary leave. If you agree to be placed on reduced hours, your pay will be reduced according to time actually worked. If you agree to be placed on leave, this will be processed as leave without pay unless you elect to utilise any accrued leave entitlements.

3.4 STAND DOWN

The Employer may send you home where there is no useful work for you to do, such as during:

- breakdown of equipment;
- industrial action; or
- a cause which the Employer cannot reasonably be held responsible, such as natural disasters.

This list is not exhaustive. The Employer will consult with you prior to any stand down period which may take place. Generally, you will not be paid for this time. However, by agreement you may be able to access accrued leave.

4 ANNUAL LEAVE

4.1 ANNUAL HOLIDAYS

You are entitled to accrue annual leave in accordance with the Holidays Act 2003, unless otherwise stated in your employment agreement. It is the Employer's policy to encourage you to take all of your holiday entitlement in the current year.

You must complete the **Annual Leave Request Form** and have it signed by management before you make any firm holiday arrangements.

You must give at least four weeks' notice of your intention to take annual leave of a week or more and one week's notice is required for odd single days.

Annual leave dates will normally be allocated on a "first come, first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.

Unless otherwise agreed, the Employer will pay your annual holiday pay in the normal pay cycle that relates to the period in which you take the annual leave.

Due to the nature of the business, the Employer can only accommodate a limited number of employees taking annual leave at the same time. However, due to high operational demands, annual leave will not generally be approved during the picking season from 1 March to 30 June (inclusive).

4.2 ANNUAL CLOSEDOWN

The Employer may choose to temporarily closedown, for instance during the end of the year period. Where practical, the Employer will provide at least 14 days' notice of this intention. If the Employer decides to close down, you are required to reserve sufficient days from your annual leave entitlement to cover the closedown period. If you have not accrued sufficient annual leave to cover this period, you will be required to take unpaid leave for this period.

4.3 PUBLIC HOLIDAYS

Your entitlement to public holidays is in accordance with the Holidays Act 2003, unless otherwise stated in your individual employment agreement.

5 SICK LEAVE

5.1 ENTITLEMENTS

You are entitled to be paid for sick leave in accordance with the Holidays Act 2003, unless otherwise stated in your employment agreement.

Permanent employees will accrue up to five days of paid sick leave for each year of continuous service. This entitlement is accessible after completion of six months of continuous service. Fixed-term and casual employees are entitled to this entitlement provided they meet the required minimum working hours test outlined in the Holidays Act 2003.

You are entitled to take sick leave:

- because you are not fit for work due to a personal illness or personal injury affecting you
- to provide care or support to your spouse or partner due to illness or injury
- to provide care or support to a dependent in your care due to illness or injury

5.2 NOTIFICATION OF SICK LEAVE

You must notify management by telephone on the first day of incapacity or at the earliest possible opportunity and, in any case, by no later than one hour before your usual start time.

Text messages and other forms of electronic messaging are not an acceptable method of notification. Other than in exceptional circumstances notification should be made personally to your supervisor or direct manager.

You should try to give an indication of your expected return date and notify the Employer as soon as possible if this date changes. The notification procedures should be followed on each day of absence, unless you are covered by a doctor's medical certificate.

If your incapacity extends to more than seven days you are required to notify us of your continued incapacity once a week thereafter, unless otherwise agreed.

5.3 EVIDENCE OF INCAPACITY

A medical certificate from a registered health practitioner or, if not reasonably practical, statutory declaration is required from the employee setting out the reasons for the absence in circumstances where the sick leave is:

- on three or more consecutive days
- on a single day prior to, or the day after a public holiday, weekend or non-working day

The Employer retains the discretion to require a doctor's certificate or statutory declaration for any single day absence. The Employer will notify you of this requirement as appropriate.

5.4 RETURN TO WORK

You should notify your manager as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.

On return to work after any period of sick leave, you may be required to attend a return to work interview to discuss the state of your health and fitness for work. Information arising from such an interview will be treated with strictest confidence.

You may be required to provide a certificate from your own doctor stating that you are fit to return to your duties. This will always be required where you have suffered a workplace injury/illness that required medical treatment.

If you have been suffering from an infectious or contagious disease or illness, you must not report for work without clearance from your own doctor.

5.5 GENERAL

Submission of a medical certificate may not always be regarded as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and, although it is understandable that if you are sick you may need time off, continual or repeated absence through sickness may not be acceptable to the Employer.

In deciding whether your absence is acceptable, the Employer will take into account the reasons for your absences and extent of them, including any absence caused by sickness/injury. The Employer cannot operate with an excessive level of absence as all absences reduce the Employer's ability to operate successfully.

The Employer will not tolerate any non-genuine absences, and such instances may result in disciplinary action being taken.

If considered necessary, the Employer reserves the right to ask your permission to contact your doctor and/or for you to be independently medically examined.

6 OTHER LEAVE

6.1 PARENTAL LEAVE

If you or your partner become pregnant, are notified of a match date for adoption purposes or become aware that you may be assuming permanent primary care of a child under six, you should notify management at an early stage so that your entitlements and obligations can be explained to you.

All parental leave is unpaid, unless otherwise specified in your individual employment agreement.

You may also be eligible for government-funded paid parental leave. You should contact Inland Revenue for specific information regarding your entitlement and how to apply for this entitlement.

If you wish to take parental leave in respect of your own pregnancy, or of a child to be born to your spouse or partner, you must give the Employer notice of your intention to take this leave at least three months before the expected date of birth of the child.

When advising of your intention to take parental leave you must provide the following:

- a medical certificate indicating the expected date of delivery of the child or, where the leave is adoption related, the expected date of placement
- the proposed date that you wish to commence leave
- the duration of the leave
- an expected return date
- details of any parental leave your partner intends to take

In accordance with the provisions of the Parental Leave and Employment Protection Act 1987, where you take a continuous period of parental leave not exceeding four weeks, and the period of leave is the first period of parental leave in respect of the child, the Employer will keep open your position of employment for the duration of the leave period, except where a redundancy occurs.

Where your period of parental leave exceeds four weeks, the Employer will make a determination on whether it is reasonably practicable for a temporary replacement to cover your position during your absence in accordance with the provisions of the Parental Leave and Employment Protection Act 1987.

6.2 PRIMARY CARER LEAVE

Under the Parental Leave and Employment Protection Act 1987, you may be entitled to primary carer leave, provided that you are the primary carer of the child. In addition, you must have worked with the Employer for at least an average of 10 hours per week in the immediate six or 12 months prior to your expected date of delivery to be entitled to primary carer leave.

In some circumstances, a spouse or partner, or someone other than the biological parents of a child may be entitled to primary carer leave. You should inform the Employer as early as possible if you will be taking permanent primary care for a child so your entitlements and obligations can be explained to you.

Primary carer leave must be taken in one continuous period not exceeding 26 weeks.

In the event you are not eligible for primary carer leave but are eligible for government-funded paid parental leave, you may have the right to request a period of carer leave, as per the provisions of the Parental Leave and Employment Protection Act 1987. You should raise this request in writing with your manager in the first instance.

6.3 PARTNER'S LEAVE

Under the provisions of the Parental Leave and Employment Protection Act 1987 you may be entitled to partner's leave if:

- you are the spouse or partner of someone with primary care of a child
- you assume or intend to assume responsibility for the care of that child
- you meet the six or 12 month employment test

If you wish to take partner's leave you must notify the Employer of your intention as early as possible so your entitlements and obligations can be explained to you.

6.4 BEREAVEMENT LEAVE

You are entitled to bereavement leave in accordance with the Holidays Act 2003, unless otherwise stated in your employment agreement.

Permanent employees are entitled to three days' paid bereavement leave on the death of a spouse or partner, parent, child, brother/sister, grandparent, grandchild or spouse's or partner's parent.

Permanent employees are entitled up to one day of paid bereavement leave on the death of any other person if the Employer accepts that the employee has suffered a bereavement as a result of the death based on:

- the closeness of the association between the employee and the deceased person;
- whether the employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death; and
- any cultural responsibilities of the employee in relation to the death.

Fixed term and casual employees must meet the minimum working hours test outlined in the Holidays Act 2003 to be entitled to bereavement leave.

6.5 FAMILY VIOLENCE LEAVE

You are entitled to take family violence leave in accordance with the provisions of the Holidays Act 2003 if you have been affected by family violence. A person affected by family violence is someone who is:

- a person against whom any other person is inflicting, or has inflicted, family violence; or

- a person with whom there ordinarily or periodically resides a child against whom any other person is inflicting, or has inflicted, family violence

If you are someone who has been affected by family violence you may apply for a maximum of 10 days' family violence leave during each 12 month period of continuous employment, after your initial 6 month period of continuous employment with the Employer. Fixed-term and casual employees are entitled to this entitlement provided they meet the required minimum working hours test outlined in the Holidays Act 2003. You may also request short term (up to two months) flexible working arrangements at any time during your employment if you are someone affected by family violence. Requests for family violence leave or short-term flexible working arrangements should be made to the Employer in writing.

The Employer reserves the right to require proof that you have been affected by family violence and may withhold payment if proof is requested but not provided.

6.6 JURY SERVICE

In the event that you are summoned for jury service, you will be provided with unpaid time off to complete the service. Where you are required to attend jury service, you must notify your manager as soon as reasonably practical after you have received the summons to attend service.

If you are not chosen for jury service, or at the completion of your jury service, you are required to return to work. Failure to comply with this policy may result in disciplinary action.

6.7 TIME OFF

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons.

Where possible, such appointments should be made outside normal working hours. If this is not possible, time off required for these purposes may be granted at the discretion of the Employer and will normally be without pay.

7 GENERAL TERMS AND PROCEDURES

7.1 CHANGES IN PERSONAL DETAILS

You must notify the Employer of any changes in your personal details including but not limited to your name, address, telephone number, emergency contact so that we can maintain accurate records.

7.2 SECONDARY EMPLOYMENT

You are expected to devote the whole of your time and attention during working hours to our business. If you propose taking up additional employment with an Employer or pursuing separate business interests or any similar venture, you must discuss the proposal with your manager in order to establish the likely impact of these activities on both yourself and the Employer. You will be asked to give full details of the proposal and consideration will be given to:

- working hours
- competition, reputation and credibility
- conflict of interest
- health, safety and welfare

You will be notified in writing of the Employer's decision. The Employer may refuse to consent to your request. If you work without consent this could result in disciplinary action.

If you already have any other employment or are considering any additional employment, you must notify the Employer so that we can discuss any implications arising from such employment, i.e. working time, health and safety issues or conflicts of interest.

You may not under any circumstances, whether directly or indirectly, undertake any other duties of whatever kind during your hours of work with the Employer or whilst on Employer premises.

7.3 CONFLICT OF INTEREST

The Employer wishes to ensure that any employees acting on behalf of the Employer behave in an impartial and transparent manner. As such, it is vital that the Employer manages conflicts of interest. A conflict of interest does not necessarily mean that the employee has acted improperly and the conflict may be actual, potential or perceived.

A conflict of interest can exist where an employee's objective decision making during their employment is in conflict with another interest.

- An actual conflict of interest exists where there is a difference between the employee's interests and another interests.
- A potential conflict of interest is where there is the possibility for a conflict of interest to exist, even though it might not currently.

- A perceived conflict of interest is where an external person may reasonably believe that there could be a conflict of interest.

Example of conflicts of interest (actual, potential or perceived) include, but are not limited to,:

- A personal or family business in the same industry as the Employer;
- Shareholding in a company that is a competitor, client or supplier of the Employer; or
- A personal relationship with a colleague.

It is important that the Employer is informed of all conflicts of interest (actual, potential or perceived) so that it can manage it accordingly. You may not be involved, employed or engaged in any activity which may be or is likely to create a conflict of interest. If you become aware of something that may be an actual or potential conflict of interest, you must notify the Employer immediately. The Employer may take whatever action it determines appropriate to avoid the actual or potential conflict of interest. Such action may include transfers, reassignments or changing shifts.

7.4 CUSTOMER SERVICE EXPECTATIONS

You are required to adhere to essential standards of customer service. Specifically:

- attend to customers and your jobs promptly
- introduce yourself by name
- acknowledge customers by name when possible
- greet and thank customers courteously
- listen and respond in an attentive way to customer inquiries
- be polite, friendly and welcoming when communicating with customers, whether it be in person or by any other means
- do not swear or speak crudely in front of customers
- respect and protect customer property and
- protect confidential information relating to customers.

This list is not exhaustive.

7.5 FRIENDS AND FAMILY IN THE WORKPLACE

Friends and family must not be in the workplace, unless approved in advance by the Employer, due to health and safety requirements and for the operational needs of the business. If their attendance is approved, it is your responsibility to ensure that friends and family are not in the workplace for longer than necessary.

7.6 DRESS AND APPEARANCE

Consistent with the culture of the Employer, you will be expected to present a professional image with regard to your appearance and standards of dress and maintain excellent standards of personal hygiene at all times.

You should wear clothes appropriate to your job responsibilities, and they should be kept clean and tidy at all times. You must ensure you are wearing covered shoes when undertaking any work. Where uniforms are provided, these must be worn at all times whilst at work and laundered on a regular basis.

Personal protective equipment (PPE) and clothing may be issued for your protection because of the nature of your job and if issued must be worn and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear/equipment is your responsibility.

At the cessation of your employment you must return any uniform and PPE issued to you. Failure to return your uniform and PPE within seven days will result in the cost of the items being deducted from any monies outstanding to you.

If you arrive for work in a manner that does not comply with this policy, your manager will advise you that you are not dressed or groomed appropriately to perform your duties. As a result you may be sent home to change with any resulting lost time being unpaid.

Any deliberate or persistent breaches of this policy may result in disciplinary action being taken against you.

If you are in any doubt whether any aspect of your appearance or attire is appropriate for your job role you should contact management.

7.7 FARMLANDS CARDS

You are required to ensure that the use of any Employer card and/or bank accounts is limited to authorised business-related expenses and is completed in a safe and secure manner. Pin numbers must not be kept with the card or given out to any third party.

7.8 EMPLOYEE'S PROPERTY AND LOST PROPERTY

We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight.

7.9 PHONES AND OTHER DEVICES

Limited and reasonable use of personal mobile phones or music players is permitted only for the purpose of listening to music/podcasts whilst you are working, provided such devices are set to silent and the use does not impact on your output or quality of work. You must not take any personal phone calls or texts during your working hours, apart from during breaks. The Employer reserves the right to ask you to switch off any device at any time, for example during busy periods.

7.10 MEDIA POLICY

No employee is permitted to make comments or give any business-related information to any person/s from the media, either during or outside of normal working hours. If someone from any media outlet contacts you either personally or through the business, you should take their details and pass this on to management.

7.11 BEHAVIOUR AT WORK

You should behave with civility towards fellow colleagues, clients and members of the public, whilst at work. Rudeness will not be permitted. Objectionable or insulting behaviour or bad language may result in disciplinary action up to and including termination.

You should use your best endeavours to promote the interests of the Employer and shall, during normal working hours, devote the whole of your time, attention and abilities to the Employer and its affairs.

Any involvement in activities which could be construed as being in competition with the Employer is not allowed.

8 SAFEGUARDS

8.1 RIGHTS OF SEARCH

We have the right to carry out searches of you and your property (including vehicles) whilst you, or your property, are on our premises or during the performance of your duties.

Where practicable, searches will be carried out in the presence of a colleague of your choice who is available on the premises at the time of the search.

You may be asked to remove the contents of your pockets, bags, vehicles, etc.

Whilst you have the right to refuse to be searched, such refusal will constitute failure to follow a reasonable management instruction, which may result in disciplinary action being taken against you.

We reserve the right to call the police at any stage.

8.2 WASTAGE

We maintain a policy of "minimum waste", which is essential to the cost-effective and efficient running of the business.

You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. The following points are illustrations of this:

- handle machines, equipment and stock with care
- turn off any unnecessary lighting and heating
- keep doors closed whenever possible
- double side printing, including re-using scrap paper, where possible
- ask for other work if your job has come to a standstill
- start with the minimum of delay after arriving for work and after breaks

Further:

- any damage to vehicles, stock or property that is the result of your carelessness, negligence or deliberate vandalism may render you liable to pay the full or part of the cost of repair or replacement
- any loss to the Employer that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work, may render you liable to reimburse to us the full or part of the cost of the loss
- in the event of an at fault accident whilst driving one of the Employer's vehicles you may be required to pay the cost of the insurance excess

In the event of failure to pay, the Employer has the contractual right to deduct such costs from your pay.

8.3 IT AND COMPUTER POLICY

i) Use of computer equipment

In order to control the use of the Employer's computer equipment and reduce the risk of contamination, the following rules will apply:

- only authorised employees are permitted access to the Employer's computer equipment
- only software that is used for business applications may be used on the Employer's computer equipment
- no software may be brought onto or taken from the Employer's premises without prior authorisation
- no unauthorised access to computing facilities
- no unauthorised copying and/or removal of computer equipment and/or software

ii) Virus protection

In order to prevent the introduction of virus contamination into the software system, the following rules must be observed:

- unauthorised software including public domain software, magazine cover disks/CDs, applications, or internet downloads must not be used
- all software must be virus checked using standard testing procedures before being used

iii) Internet policy

The purpose of this policy is to provide a framework to ensure that the expectations and rules relating to the use of the internet while performing duties for the Employer are clear.

Authorised employees are encouraged to make use of the internet as part of their professional activities. This includes, but is not limited to, accessing the internet on Employer devices. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the Employer's name. Where personal views are expressed, a disclaimer stating that this is the case should be clearly added to all correspondence.

The availability and variety of information on the internet means that it can be used to obtain material reasonably considered to be offensive. The use of the internet to access and/or distribute any kind of offensive material, or material that is not work-related may result in disciplinary action.

The Employer will not tolerate the use of the internet at work for unofficial or inappropriate purposes, including:

- accessing websites which put the Employer at risk of viruses, compromising copyright or intellectual property rights
- using Employer devices to access the internet for inappropriate or illegal purposes
- using social media in breach of the Employer's social media policy
- accessing the Employer's internet on personal devices

- connecting to, posting, or downloading any information unrelated to their employment and in particular, pornographic or other offensive material
- engaging in computer hacking and other related activities, or attempting to disable or compromise the security of information contained on the Employer's computers

You are reminded that these activities may constitute a criminal offence.

iv) Email

The use of the work email system (**work email**) is encouraged as its appropriate use facilitates efficiency. Used correctly, it is a facility that is of assistance to the Employer. However, inappropriate use causes a number of problems, including distractions, time wasting and legal claims.

Work email is available for communication and matters directly concerned with the legitimate business of the Employer. If you use work email in the course of your duties you should:

- comply with Employer communication standards
- only send emails to those to whom they are relevant
- not use email as a substitute for face-to-face communication or telephone contact
- not send inflammatory emails (i.e. emails that are abusive or may be perceived as abusive)
- be aware that hasty messages sent without proper consideration can cause upset, concern or misunderstanding
- if the email is confidential, ensure that the necessary steps are taken to protect confidentiality
- be aware that offers or contracts transmitted by email are as legally binding on the Employer as those sent on paper

The Employer will not tolerate the use of work email for unofficial or inappropriate purposes, including:

- any messages that could constitute bullying, harassment or other detriment
- personal use (e.g. social invitations, personal messages, jokes, cartoons, chain letters or other private matters)
- on-line gambling
- accessing or transmitting pornography or other offensive material
- social media
- transmitting copyright information and/or any software available to the user
- posting confidential information about other employees, the Employer or its customers or suppliers

Unauthorised or inappropriate use of work email may result in disciplinary action.

v) Monitoring

The Employer considers any and all data created, stored or transmitted on their systems as work product and as such, expressly reserves the right to monitor and review any data including your usage and history, on an intermittent basis without notice.

In addition to this, the Employer has the right to protect its business interests and confidentiality. This includes the right to survey, audit and/or monitor their systems, including but not limited to:

- monitoring sites users visit on the internet
- monitoring time spent on the internet
- reviewing material downloaded or uploaded
- reviewing emails sent and received

For the avoidance of doubt, the Employer reserves the right to monitor all internet and email activity by you for the purposes of ensuring compliance with the Employer's policies and procedures and for ensuring compliance with the relevant regulatory requirements and you hereby consent to such monitoring. Information acquired through such monitoring may be used as evidence in disciplinary proceedings.

8.4 SOCIAL MEDIA

Any work related issue or material that could identify an individual who is a customer/client or colleague, which could adversely affect the Employer, a customer/client or the Employer's relationship with any customer/client must not be placed on any social networking site.

This means that, unless otherwise authorised, work related matters must not be placed on any such site at any time either during or outside of working hours and this includes access via any mobile computer equipment, including mobile phone or other devices.

Likewise, you are strictly prohibited from using social media (whether on the Employer's devices or their own personal device) during work time.

Any breach of this policy may result in disciplinary action.

8.5 SURVEILLANCE

Surveillance may be conducted in the workplace. If you are a new worker, the surveillance may already be in place and could start immediately on commencement of work.

Surveillance may be conducted using:

- Internet usage recording devices, such as data capture, web browsing and email history captured on servers, and keystroke recognition
- any form of visual recording devices including all types of camera, such as CCTV cameras
- any form of audio recording devices

- location tracking software contained within Employer-provided mobile phones or computer equipment
- electronic recording devices in any part of the workplace

The surveillance may be conducted at any time and any employee may be subject to surveillance. The surveillance may be continuous or intermittent at the Employer's discretion and will be ongoing. The Employer may, at their discretion, disclose the surveillance records for any reason that is not barred by privacy legislation.

You may consult with the Employer regarding any concerns about the surveillance. All cameras are visible and recording devices (including cameras) will not be placed in bathrooms or change rooms.

The purpose of the surveillance is to ensure the safety and security of employees, visitors and property. Surveillance may also be conducted for operational requirements such as the accurate billing of our customers. The Employer reserves the right to review and use the CCTV in disciplinary proceedings.

9 MOTOR VEHICLES

9.1 GENERAL REQUIREMENTS

You may be required to use a motor vehicle to enable you to efficiently perform your duties. Where travelling in the course of duties, the motor vehicle is considered to be a workplace and the Employer recognises it has health and safety obligations in respect of this. The Employer will ensure that Employer-provided motor vehicles are registered and insured in accordance with the relevant legislation.

If you are driving a motor vehicle with Employer branding on display, you are representing the Employer at any time whilst driving or on the road. You must therefore drive in a manner that is considerate of other road users. Any complaint about a driver will be investigated and disciplinary action may result.

9.2 USING A PRIVATE VEHICLE FOR EMPLOYER PURPOSES

When using your own vehicle in the performance of your duties, you are responsible for ensuring the vehicle is roadworthy and in a presentable condition. You will be responsible to register, insure and service any private motor vehicles used in the performance of your duties.

You must ensure that whilst driving your motor vehicle to perform your duties, it is clean, free of rubbish and personal items at all times, and in a safe and good working order.

You are responsible for washing the motor vehicle, and for ensuring that appropriate levels of oil, water and tyre pressure are maintained.

9.3 FIXTURES, FITTINGS AND MODIFICATIONS

No fixtures such as aerials, roof racks, towing apparatus, or stickers may be attached to any Employer vehicles without prior written permission.

No changes or alterations may be made to the manufacturer's mechanical or structural specification of the vehicle.

9.4 CLEANING AND MAINTENANCE

Before you use one of the Employer's vehicles, and on its return, you are responsible for ensuring that the oil and water levels, battery and brake fluid and tyre pressures are maintained and that the tread of all tyres conforms to the minimum legal requirements. You are also responsible for monitoring the general roadworthiness and legal certification of any vehicle which may be assigned to you including, but not limited to, the monitoring of vehicle registrations, WOFs, COFs, RUCs, servicing status or any other legally or otherwise required roadworthiness requirements. Failure to monitor the above and report any defects to the Employer in a timely manner will result in you being held liable for any associated fines or penalties which may arise. Disciplinary action may also be taken.

Any maintenance or repair work, or replacement of parts, including tyres, must be approved in advance by the Employer. When requested by the Employer you must ensure servicing is carried out.

When you drive one of the Employer's vehicles, it is your responsibility to ensure that it is kept clean and tidy and free from rubbish and personal items at all times and that it is returned to the Employer in that condition after use. Smoking in Employer vehicles is not permitted.

Failure to adequately clean the vehicle may mean you are subject to the cost of the valet being deducted from your pay.

9.5 REVERSING

At all times when reversing a truck, loaded van or any other vehicle where, due to the load or conditions, clear line of sight from all internal and external rear view mirrors is impeded or obscured in any way, you must use a spotter to assist. Any damage done to the vehicle when not using a spotter will be considered negligent.

9.6 DIESEL TANK

Diesel provided by the Employer is for business related travel only. If you have approval to use a company vehicle for personal use, you must meet the cost of diesel used.

9.7 FUEL CARDS

Fuel cards are to be used for business related travel only. Odometer readings may be required to be entered at the time of the purchase of fuel with the fuel card. Fuel cards are to be kept safe and secure at all times.

You must ensure that you adhere to all business requirements for fuel related purchases which may include, but is not limited to, specific locations for purchases, type of products that can be purchased and spend limits on purchases. If you have approval to use a company vehicle for personal use, you must meet the cost of fuel used.

9.8 FINES

The Employer will not be held responsible for any fines (e.g. parking, speeding, tolls etc) incurred by you. If the Employer receives the fine on your behalf, we may pay the fine and deduct the cost from any money or wages owing to you.

9.9 TOLLS

Unless contrary arrangements exist in writing, the Employer will only reimburse you for road tolls used on Employer business. Any use of a toll road outside of work may result in the amount of the toll being deducted from your wage.

9.10 ACCIDENT PROCEDURE

If you are involved in an accident you must follow emergency procedures and notify management as soon as possible.

9.11 LOSS

In the case of theft of one of the Employer's vehicles, the police and the Employer must be informed immediately. Full details of the contents of the vehicle must also be given. If any contents are stolen from the vehicle, the police and the Employer should be notified immediately.

Please note that only Employer property is insured by the Employer and you should make your own arrangements to cover your personal effects.

You must always secure the vehicle and its contents and turn on any alarm system that is fitted to the vehicle. The contents should be stored out of sight, preferably in the boot or rear. If a vehicle is stolen, we are required to prove to the insurance company that there has been no negligence and, therefore, the Employer may hold you responsible in the event of such negligence.

9.12 PERMITTED USE

Subject to the restrictions already stipulated, Employer vehicles may only be used for authorised business, unless previous arrangements for private domestic or social use have been agreed in advance. They may not be used for the carriage of passengers for hire or reward, nor may they be used for any type of motoring sport, including racing, rallying or pace making, whether on the public road or on private land.

On periods of leave, you may be required to return the Employer vehicle to the Employer, unless otherwise agreed.

9.13 PERSONAL LIABILITY

In the event of an at fault accident whilst driving one of the Employer's vehicles or where any damage to an Employer vehicle is due to your negligence or lack of care, the Employer reserves the right to insist that you rectify the damage at your own expense or pay the excess part of any claim.

Your involvement in an at fault incident may result in disciplinary action/and or the use of Employer vehicles being withdrawn.

9.14 GPS

Employer vehicles may be fitted with a GPS tracking device which the Employer may use to monitor the location of the car at any time for the purposes of security and monitoring driver behaviour. If you are a new worker, the surveillance may already be in place and could start immediately on you commencing work.

Unless otherwise stated on the notification, GPS data will be collected continuously and on an on-going basis. The Employer may also track your location by other means such as mobile phones. The Employer may disclose the GPS records for any reason that is not barred by privacy legislation. You may consult with the Employer regarding any concerns with GPS surveillance.

10 BULLYING AND HARASSMENT

10.1 INTRODUCTION

The Employer is committed to the provision of a fair, healthy and safe workplace in which everyone is treated with dignity and respect and in which no individual or group feels bullied, threatened or intimidated.

The intention of these procedures is to inform workers of the type of behaviour that is unacceptable and to provide procedural guidance. We recognise that we have a duty to implement this policy and all workers are expected to comply with it.

Bullying or harassment in any form is unacceptable behaviour and will not be permitted or condoned.

The Employer recognises that bullying and harassment can exist in the workplace, as well as outside, and that this can seriously affect worker's working lives by detracting from a productive working environment and can impact on the health, confidence, morale and performance of those affected by it, including anyone who witnesses or has knowledge of the unwanted or unacceptable behaviour.

10.2 HARASSMENT

Harassment is any unwanted physical, verbal or non-verbal conduct based on grounds of age, disability, gender identity, marriage and civil partnership, pregnancy or maternity, political opinion, family status, race, religion or belief, sex or sexual orientation which affects the dignity of anyone at work or creates an intimidating, hostile, degrading, humiliating or offensive environment.

A single incident of unwanted or offensive behaviour can amount to harassment.

Harassment can take many forms and individuals may not always realise that their behaviour constitutes harassment. Examples of harassment include:

- insensitive jokes and pranks
- lewd or abusive comments about appearance
- deliberate exclusion from conversations
- displaying abusive or offensive writing or material
- unwelcome touching
- abusive, threatening or insulting words or behaviour

These examples are not exhaustive and action at the appropriate level will be taken against workers committing any form of harassment. Appropriate action in relation to an employee will include disciplinary action in accordance with the Employer's disciplinary and disciplinary termination procedure. For other workers, appropriate action may include termination of their engagement with the business.

10.3 BULLYING

Bullying is repeated, offensive, abusive, intimidating, insulting or unreasonable behaviour directed towards an individual or a group, which makes the recipient(s) feel threatened, humiliated or vulnerable. Note single incidents of bullying will not be tolerated.

Bullying can occur in the workplace and outside of the workplace at events connected to the workplace, such as social functions or business trips.

Bullying can be a form of harassment and can cause an individual to suffer negative physical and mental effects.

Bullying can take the form of physical, verbal and non-verbal conduct. As with harassment, there are many examples of bullying, which can include:

- abusive, insulting or offensive language or comments
- unjustified criticism or complaints
- physical or emotional threats
- deliberate exclusion from workplace activities
- the spreading of misinformation or malicious rumours
- the denial of access to information, supervision or resources such that it has a detrimental impact on the individual or group

These examples are not exhaustive and action at the appropriate level will be taken against workers committing any form of bullying. Appropriate action in relation to an employee will include disciplinary action in accordance with the Employer's disciplinary and disciplinary termination procedure. For other workers, appropriate action may include termination of their engagement with the business.

10.4 BULLYING AND HARASSMENT COMPLAINT PROCEDURES

i) Informal complaint

The Employer recognises that complaints of bullying, harassment, and particularly of sexual harassment, can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper.

If you are the victim of minor bullying or harassment you should make it clear to the alleged bully or harasser on an informal basis that their behaviour is unwelcome and ask the individual to stop. If you feel unable to do this verbally then you should hand a written request to the individual, and your confidential helper can assist you in this.

ii) **Formal complaint**

Where the informal approach fails or if the bullying or harassment is more serious, you should bring the matter to the attention of the Employer as a formal written complaint and again your confidential helper can assist you in this. If possible, you should keep notes of the bullying or harassment so that the written complaint can include:

- the name of the alleged bully or harasser
- the nature of the alleged incident of bullying or harassment
- the dates and times when the alleged incident of bullying or harassment occurred
- the names of any witnesses
- any action already taken by you to stop the alleged bullying or harassment

On receipt of a formal complaint we will take action to separate you from the alleged bully or harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged bully or harasser to another work area or suspension of employees (with contractual pay) until the matter has been resolved.

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. You have the right to be accompanied at such a meeting by your confidential helper and/or a support person or representative. You must take all reasonable steps to attend the meeting. Those involved in the investigation will be expected to act in confidence and any breach of confidence may be a disciplinary matter.

On conclusion of the investigation which will normally be within ten working days of the meeting with you, a report of the findings and any decision will be sent, in writing, to you and to the alleged bully or harasser.

10.5 GENERAL NOTES

If the report concludes that the allegation is well founded, appropriate action will be taken against the bully or harasser.

If you bring a complaint of bullying or harassment you will not be victimised for having brought the complaint. However, if the report concludes that the complaint is both untrue and has been brought with malicious intent, appropriate action will be taken against you. Appropriate action in relation to an employee will include disciplinary action in accordance with the Employer's disciplinary and disciplinary termination procedure. For other workers, appropriate action may include termination of their engagement with the business.

11 DRUGS AND ALCOHOL

11.1 ZERO TOLERANCE POLICY

The use of drugs or alcohol jeopardises a safe workplace. The Employer has a zero tolerance policy with regard to drugs and alcohol and the workplace. Workers are not permitted to work while under the influence of drugs or alcohol.

Non-compliance with this policy and any associated procedure by employees may result in disciplinary action up to and including termination. Non-compliance by other workers may also result in appropriate action up to and including termination of their engagement with the business.

The Employer recognises alcohol and other drug dependencies as treatable conditions and encourages those persons who may be subject to such dependency to seek assistance from appropriate businesses or support groups.

Workers and visitors must not be adversely affected by drugs or alcohol at work or while at work functions, and must at all times be fit to perform their work safely.

Alcohol may be consumed at some business events. Where this is the case, the Employer encourages responsible alcohol consumption. At no time should you be drunk or behave in a manner which is inappropriate.

11.2 PRESCRIBED/OVER-THE-COUNTER MEDICATION

Employees who are taking any prescribed/over-the-counter medication or drugs which may affect their ability to perform their work must notify management as soon as possible. You may be required to produce a medical certificate stating that you are fit for work or specifying any restrictions.

11.3 SCREENING

The Employer may require screening for alcohol and drugs. For employees, this may include pre-employment testing. Testing may be conducted based on reasonable suspicion or following an incident or accident. The Employer reserves the right to carry out random testing across all levels of workers.

The following provides examples of activities which may result in disciplinary procedures, up to and including termination of your employment with the Employer. If you:

- are removed from the workplace due to impairment or reasonable suspicion of impairment
- return a positive result following testing
- return a blood alcohol level of more than zero or the equivalent in urine or breath samples
- refuse reasonable direction to undertake drug and alcohol screening
- are in possession of illegal drugs for supply or consumption in the workplace or the Employer's vehicles

This list is not exhaustive.

If you perform work on a client site which conducts regular or random drug and alcohol testing, you will be required to participate.

Where you are suspected of being affected by drugs or alcohol you may be required to participate in appropriate testing. Positive readings and/or refusals to participate in testing at any time may result in disciplinary procedures up to and including termination of your employment with the Employer.

If you return a positive result or refuse to participate in testing, you may be required to cease work immediately and leave the workplace. If you are required to leave the workplace, you will be required to report to management on your return or when you are no longer under the influence of drugs or alcohol, to discuss the incident. Management will contact you regarding the date you are expected to return to work and provide you with details of any resulting disciplinary procedure.

12 SMOKE-FREE WORKPLACE POLICY

12.1 SMOKE-FREE WORKPLACE

Smoking anywhere in the workplace is not permitted.

Any employees failing to comply with the Employer's smoke-free policy will be asked to cease smoking immediately. In addition, action at the appropriate level will be taken against workers in breach of this policy. Appropriate action in relation to an employee will include disciplinary action in accordance with the Employer's disciplinary procedure. For other workers, appropriate action may include termination of their engagement with the business. If working on alternative sites, you must adhere to all relevant client site-specific policies and procedures regarding smoking.

12.2 DEFINITIONS

Smoking includes:

- To smoke, hold or otherwise have control over an ignited tobacco product, weed or plant;
- To smoke, hold or otherwise have control over an ignited product or thing whose customary use includes inhaling smoke from it
- To inhale using a vaping device or heated tobacco product.

The workplace includes:

- An internal area within or on a building or structure occupied by the Employer;
- Within or on a ship, aircraft or train owned, leased or operated by the Employer;
- Cafeterias
- Corridors or lobbies
- Lifts or stairwells
- Toilets or washrooms
- Internal common areas
- Employer-provided vehicles

12.3 DESIGNATED SMOKING AREAS

Smoking is permitted in designated external smoking areas that are identified clearly with signs. If you are smoking in a designated smoking area, please dispose of cigarette butts in an appropriate and safe manner at all times.

13 WHISTLE-BLOWERS

If you believe that the Employer, or any of its officers or employees, is involved in any form of wrongdoing such as:

- committing a criminal offence
- failing to comply with a legal obligation
- endangering the health and safety of an individual
- environmental damage
- concealing any information relating to the above

You should, in the first instance, report your concerns to management who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate organisation or body, e.g. the police, NZTA, the Environment Protection Authority or WorkSafe NZ.

You will not suffer any detriment as a result of any genuine attempt to bring to light matters of concern. However, if this procedure has not been invoked in good faith (e.g. for malicious reasons or in pursuit of a personal grudge), then you may be subject to disciplinary action.

14 CAPABILITY PROCEDURE

14.1 INTRODUCTION

We recognise that during your employment with us you may find yourself less capable of conducting your duties. This might commonly be because either the job changes over a period of time and you fail to keep pace with the changes, or you change (perhaps because of health reasons) and you can no longer cope with the work.

14.2 JOB CHANGES/GENERAL CAPABILITY ISSUES

If we have general concerns about your ability to perform your job or if the nature of your job changes, we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.

If your standard of performance is still not adequate, you will be warned in writing that a failure to improve and to maintain the performance required could lead to your termination. We will also consider the possibility of a transfer to more suitable work if possible. If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on the Employer to its detriment, you will be dismissed with the appropriate notice.

14.3 PERSONAL CIRCUMSTANCE/HEALTH ISSUES

Personal circumstances may arise which do not prevent you from attending work, but which prevent you from carrying out your normal duties (e.g. as a result of an injury or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice.

Under normal circumstances, this can be most easily obtained by asking your own doctor for a medical report. The Employer will consult with you to obtain your permission to obtain a medical report. You do not have to agree to the Employer obtaining a medical report, however, failure to do so may result in the Employer making a decision based only on the information it has available. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with the Employer in your current role or, where circumstances permit, in a more suitable role.

There may also be personal circumstances which prevent you from attending work, either for a prolonged period or for frequent short absences. Under these circumstances, we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with the Employer in your current role or, where circumstances permit, in a more suitable role.

14.4 SHORT SERVICE EMPLOYEES

We retain discretion in respect of the capability procedures to take account of your length of service and to vary the procedures accordingly.

15 DISCIPLINARY PROCEDURE

15.1 INTRODUCTION

This policy sets standards of performance and behaviour expected by the Employer, together with the procedure to be followed in the event of disciplinary issues. The policy aims to help promote fairness and order in the treatment of individuals. It is the Employer's aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals where they are failing to meet the required standards, and not be seen merely as a means of punishment. We reserve the right to amend these rules and procedures where appropriate.

Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case.

The following rules and procedures should ensure that:

- the correct procedure is used when requiring you to attend a disciplinary meeting
- you are fully aware of the standards of performance, action and behaviour required of you
- disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner
- you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case
- at all disciplinary meetings you have the right to be accompanied by a support person at all stages of the formal disciplinary process
- you will not normally be dismissed for a first breach of discipline, except in the case of serious misconduct
- if you are disciplined, you will receive an explanation of the penalty imposed

On some occasions temporary suspension may be necessary in order that an uninterrupted investigation can take place. This should not be regarded as disciplinary action or a penalty of any kind.

15.2 DISCIPLINARY RULES

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of unsatisfactory conduct, misconduct and serious misconduct shown in this policy, a breach of other specific conditions, procedures and practices set out elsewhere in this Employee Handbook or that have otherwise been made known to you, will also result in this procedure being used to deal with such matters.

15.3 RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT

You will be liable to disciplinary action if you are found to have acted in any of the following ways:

- failure to abide by the Employer's health and safety policies and procedures and your general health and safety responsibilities
- actions which could threaten the health and safety of yourself, your colleagues or others
- persistent absenteeism and/or lateness
- unsatisfactory standards or output of work
- rudeness towards customers/clients, members of the public or your colleagues, objectionable or insulting behaviour, harassment, bullying or bad language
- failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours
- unauthorised use of email, internet and/or social media
- failure to carry out all reasonable instructions or follow our rules and procedures
- unauthorised use or negligent damage or loss of our property
- failure to report immediately any damage to property or premises caused by you
- use of the Employer's vehicles without approval or the private use of our commercial vehicles without authorisation
- failure to report any incident whilst driving the Employer's vehicles, whether or not personal injury or vehicle damage occurs
- if your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction
- carrying unauthorised goods or passengers in the Employer's commercial vehicles or the use of the Employer's vehicles for personal gain
- loss of driving licence where driving on public roads forms an essential part of the duties of the role

This list is not exhaustive.

15.4 SERIOUS MISCONDUCT

Occurrences of serious misconduct are significant because the penalty may be termination without notice, even without any previous warning being issued. It is not possible to provide an exhaustive list of examples of serious misconduct. However, any behaviour or negligence resulting in a fundamental breach of your contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute serious misconduct. Examples of offences that will normally be considered to be serious misconduct include serious instances of:

- theft or fraud
- physical violence or bullying

- deliberate damage to property
- deliberate acts of unlawful discrimination or harassment
- possession, or being under the influence, of illegal drugs at work
- breach of the Employer's health and safety policies and procedures and your general health and safety responsibilities or any actions that endangers the lives of, or may cause serious injury to, employees or any other person

15.5 DISCIPLINARY PROCEDURE

Disciplinary action taken against you may be based on the following procedure:

Offence	1st occasion	2nd occasion	3rd occasion
Unsatisfactory conduct	Written warning	Final written warning	Termination of employment
Misconduct	Final written warning	Termination of employment	
Serious misconduct	Termination of employment		

We retain discretion in respect of the disciplinary procedures to take account of your length of service and the severity of the misconduct to vary the procedures accordingly. If you have a short amount of service you may not be in receipt of any warnings before termination, but you will retain the right to a disciplinary meeting.

If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a written warning, final written warning, or termination, and full details will be given to you.

There may be occasions where the performance or conduct of an employee is serious enough to by-pass one of the above steps and move immediately to a first and final written warning but not an instant termination. This option might be used in circumstances where the Employer's policy is breached but it is not so serious as to warrant instant termination.

Where a warning is issued, any further breach of the rules will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to termination if the warnings do not change behaviour.

15.6 DURATION OF WARNINGS

i) **Written warning**

A written warning will normally be disregarded for disciplinary purposes after a 12 month period.

ii) **Final written warning**

A final written warning will normally be disregarded for disciplinary purposes after an 18 month period.

16 GRIEVANCE PROCEDURE

16.1 INTRODUCTION

The aim of this policy is to provide you with a procedure in which to raise personal grievances, including those about harassment or discrimination, with a view to resolving those issues.

A personal grievance is a serious concern or dispute in relation to:

- dismissal
- action taken by the Employer against an employee
- alleged discrimination
- alleged sexual harassment
- alleged racial harassment
- alleged duress an employee has been subject to in relation to membership or non-membership of a union or employee association

You may, however, have less serious complaints which should be referred to management at first instance.

The Employer expressly reserves the right to deal with any complaints as it sees fit on a case by case basis. The Employer may also, at its sole discretion, decide that a matter raised by an employee is more properly categorised as a complaint and deal with it as such.

This policy explains what to do if you have a personal grievance. Any personal grievance raised will be treated in confidence and can be made without fear of reprisal.

16.2 YOUR ENTITLEMENTS

Where you have a grievance, you are entitled to have this matter addressed in accordance with the procedure set out below.

There are two ways in which you may try to resolve your grievance:

- through an informal resolution procedure, aimed at trying to resolve the grievance rather than proving whether or not the conduct complained of occurred
- through a formal personal grievance resolution procedure, aimed at determining whether the matter complained of did in fact occur and taking appropriate action to resolve the issue

Although the Employer encourages you to attempt to resolve any grievances informally at first instance, it is recognised that this may not always be possible or appropriate in the circumstances. You may elect at any time to commence the formal resolution process outlined below.

16.3 YOUR RESPONSIBILITIES

Where you have a grievance that you would like to raise, you are required to do so promptly and in accordance with procedure outlined below. You are required to maintain confidentiality, disclosing details of the grievance only to those directly involved in the complaint or grievance and its resolution.

Further, you are required to cooperate with any investigation into your grievance, and attend meetings as directed.

16.4 PROCEDURE

The specific procedures for raising and addressing grievances include:

i) Informal resolution procedure

If you can, and you feel comfortable doing so, try to resolve your grievance yourself with the person or people involved by approaching them directly.

You are encouraged to talk with the Employer if at any time you are not sure how to handle the problem yourself, or you just want to talk confidentially for further information and guidance.

You can also ask your manager to informally approach the person complained of. This will involve a supervisor or manager confidentially discussing the matter, reminding the particular employee about our workplace policies and instructing them not to repeat the behaviour again.

Please note that this will not involve any investigation into the complaint as such action is aimed at resolving the grievance quickly and efficiently. If you would like an investigation conducted you will need to proceed to the formal resolution procedure.

ii) Formal resolution procedure

If you would like to lodge a formal personal grievance that will be investigated, you will need to submit to the Employer the details of your grievance in writing, along with any evidence you may have in respect of your grievance. The grievance must be raised with management within 90 days of when the matter occurred. Grievances raised after this time will not be considered.

Grievances related to bullying and/or harassment will be dealt with in accordance with the Employer's bullying and harassment policy.

If your grievance is against your manager, or you are uncomfortable lodging this with your manager, you should submit this to another more senior member of your team.

A meeting with you will be convened to obtain further details relating to your grievance, including the nature and full particulars of the grievance. After this meeting, the Employer will investigate your grievance as appropriate. All the facts available will be considered prior to making a decision upon your grievance. The Employer will make all reasonable efforts to deal with formal grievances in a fair and consistent manner.

You will be advised in writing once a decision has been made upon your grievance. All decisions will be final.

Any grievances which are considered as vexatious are viewed by the Employer as serious misconduct and may result in disciplinary action.

17 PRIVACY POLICY

17.1 INTRODUCTION

The Employer treats the handling of your personal information very seriously. Accordingly, the purpose of this policy is to ensure the protection of your privacy in relation to the handling of your personal information.

17.2 COLLECTION OF PERSONAL INFORMATION

Personal information may be collected during the recruiting process and throughout your employment with the Employer. This personal information may be disclosed to other areas within the business for administrative purposes and for the progression of your application. All confidential information will be used for legitimate purposes in accordance with relevant legislation. **Personal information** includes information relating to:

- the engagement, training, disciplining or resignation of the employee
- termination of the employment of the employee's employment
- terms and conditions of employment of the employee
- Employee's personal and emergency contact details
- Employee's performance or conduct
- Employee's hours of employment; employee's salary or wages
- Employee's membership of a trade union or professional or trade association
- Employee's annual, long service, sick, maternity, paternity or any other type of leave
- Employee's taxation, banking or superannuation affairs

All reasonable attempts will be made to keep this information relevant, complete and current. You must ensure that any personal information provided is accurate and current.

17.3 YOUR RESPONSIBILITIES

In light of the above objective, you are responsible for the appropriate handling of such information and to prevent unlawful disclosure. If you have access to this information or such any personal information belonging to another employee or a client of the Employer, you must ensure that you maintain the confidence of any confidential information that you have access to, or become aware of, during the course of your employment and will prevent its unauthorised disclosure or use by any other person. If you become aware of information being disclosed to the wrong recipient you must notify your manager immediately.

You will not use the confidential information for any purpose other than for the relevant and related Employer processes during or after your employment. Further, you should not disclose or discuss confidential information relating to your own employment with any other employees or client of the Employer.

Any action in breach of this policy may result in disciplinary action being taken.

18 EQUAL OPPORTUNITIES POLICY AND ANTI-DISCRIMINATION

18.1 STATEMENT OF POLICY

The Employer recognises that discrimination is unacceptable and, although equality of opportunity has been a long standing feature of our practices and procedure, the Employer has made the decision to adopt a formal equal opportunities policy.

Breaches of the policy may lead to disciplinary action.

The aim of the policy is to ensure that no job applicant or employee is discriminated against either directly or indirectly on the grounds of age, disability, gender identity, marriage and civil partnership, pregnancy or maternity, political opinion, family status, race, religion or belief, sex or sexual orientation.

Where necessary, this policy will be communicated to any third parties reminding them of their responsibilities in respect of equality of opportunity.

The Employer will maintain a neutral workplace in which no employee or other worker feels under threat or intimidated.

18.2 RECRUITMENT AND SELECTION

The recruitment and selection process is crucially important to any equal opportunities policy. The Employer will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.

Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.

We will adopt a consistent, non-discriminatory approach to the advertising of vacancies. We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group. All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.

All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.

Short listing and interviewing will be carried out by more than one person where possible.

Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.

Selection decisions will not be influenced by any perceived prejudices of other staff.

18.3 EQUAL PAY AND PAY EQUITY

The Employer is committed to its obligations under the Equal Pay Act 1972 and will ensure that:

- it will not refuse or omit to offer any person the same terms of employment, conditions of work, fringe benefits and opportunities for training, promotion and transfer that are available to other people of the same or substantially similar qualifications and circumstances by reason of the sex of that person; and
- there is no differentiation on the basis of sex between the rates of remuneration offered to employees who perform the same or substantially similar work; and
- there is no differentiation on the basis of sex between the rates of remuneration offered for work that is exclusively or predominantly performed by female employees and the rate of remuneration that would be paid to male employees who:
 - have the same (or substantially similar) skills, responsibility and experience; and
 - work under the same (or substantially similar) conditions and degrees of effort.

An employee (or union) can raise a pay equity claim:

- if it relates to work that is (or was) predominantly performed by female employees; and
- the employee (or union) believes that the work is currently undervalued or has historically been undervalued.

If an employee wishes to raise a pay equity claim individually, the claim must

- be in writing;
- state that it is a pay equity claim made under the Equal Pay Act 1972;
- state the employee's name and address for service;
- state the date the claim is made;
- state the employee's occupation, position and a brief description of the work performed;
- state if the employee has authorised a representative to act on their behalf for the claim (and if so the name and address for service of the representative); and
- briefly set out the information that the employee relies on to support of the fact that:
 - the work that is (or was) predominantly performed by female employees; and
 - the employee believes that the work is currently undervalued or has historically been undervalued.

The Employer will then contact you further regarding the pay equity claim process.

19 TERMINATION OF EMPLOYMENT

19.1 RESIGNATIONS

All resignations must be provided in writing, stating the reason for your resignation.

19.2 TERMINATING YOUR EMPLOYMENT WITHOUT NOTICE

If you terminate your employment without giving or working the required period of notice, as indicated in your employment agreement, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you.

19.3 RETURN OF EMPLOYER PROPERTY

On the termination of your employment, you must return any Employer property which is in your possession or for which you have responsibility. You should return such items on your last day of employment. Failure to return such items within seven days from your last day of employment will result in the cost of the items being deducted from any payments outstanding to you.

All Employer property should be returned to the appropriate person.

19.4 RETURN OF VEHICLES

On termination of your employment, you must immediately return any Employer vehicle in your possession to the Employer premises. Failure to return the vehicle will result in the cost of its recovery being deducted from any payment outstanding to you.

19.5 GARDEN LEAVE

If either you or the Employer serves notice on the other to terminate your employment, the Employer may require you to take "garden leave" for all or part of the remaining period of your employment.

During any period of garden leave you will continue to receive your full pay and any other contractual benefits but you may not be required to attend the workplace.

20 ACKNOWLEDGEMENT FORM

I _____ (please print name) acknowledge that I received a copy of this Paengaroa Horticulture Limited Employee Handbook and that I have read, understood and agreed to it.

Signed:

Dated: