

# Employment agreement

## Application

### Position

The employee is being employed as Bookkeeper.

### Duties

The employee's general duties and responsibilities are set out in the job description attached to this agreement. Their duties include carrying out all instructions the employer gives them (as long as the instructions are lawful and reasonable).

Minor changes can be made by agreement or by the employer, after a discussion in good faith. However, if major changes to the job are proposed, this must be done through a restructuring process.

### Type of employment agreement

The employee will start working for the employer upon the grant of visa and continue until either the employer or the employee ends this relationship.

The employee's legal right to work in New Zealand is temporary. This employment is conditional on the employee being able to work legally for the employer. If, after following a fair process, the employer decides this condition is not met, the employee's employment will automatically end without notice or pay instead of notice. The employee must tell the employer about any changes to, or information that may change, their right to work legally for the employer. The employee must not work if they are not legally able to do so.

## Terms

### Hours of work

The employee will work for 35 hours each week on Monday To Friday. The hours of work each day will be 10 AM to 5:30 Pm.

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## **Breaks**

The employee is entitled to paid rest breaks and unpaid meal breaks based on the number of hours worked. Rest breaks are 10 minutes and meal breaks are 30 minutes. Breaks will be taken at times agreed to by the employer and employee or when the law says breaks must be taken.

## **Rules, policies & procedures**

The employer has policies and procedures that relate to the employee's job.

The employer will make the employee aware of the policies and procedures and will make sure they are available to the employee. The employee must be familiar with these rules and follow them at all times.

The employer may introduce new policies or procedures, or change or cancel existing ones, but must give reasonable notice of any changes.

If the employee doesn't follow the policies and procedures, the employer might take disciplinary action.

## **Uniform & professional presentation**

The business requires employees to meet personal presentation requirements.

- The employee will be given a uniform that they must wear while at work. They are responsible for cleaning it, caring for it and returning it in a reasonable condition when their employment ends.
- The employee agrees to present themselves in line with the employer's business image and the nature of their role while on the job.

## **Remuneration and Benefits**

### **Payment of wages**

The employee will be paid \$25.50 (gross) an hour.

The employee will be paid fortnightly into the employee's nominated NZ bank account.

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The employer may change how often the employee is paid, and will give notice in writing.

## **Mobile devices**

The employer will provide the employee with a mobile device or devices and pay for all work-related data and calls (if applicable). It cannot be used for personal activities.

Use must not be offensive, illegal or harm the employer's interests and must follow any relevant policies and procedures, eg security or international use, which the employer can review and update as required.

The employer owns the device(s) and its number, if applicable. The device(s) must be handed back in a reasonable condition by the last agreed day of work.

The employer can decide to stop providing the device if it is no longer needed for the employee's duties or if it has been misused – this includes temporary removal, eg if the employee is on leave. The employee will not be compensated.

## **Pay review**

The employee's pay may be increased based on reviews the employer carries out six monthly. The employee's performance and the employer's financial position may be considered during any review.

Any increase to the employee's pay is a decision for the employer only.

## **Leave**

### **Public holidays**

The employer may ask the employee to work on a public holiday, but they don't have to agree. The employee agrees not to work on any public holiday unless asked to do so.

If the employee doesn't work on a public holiday, they will get a paid day off if a public holiday falls on a day that would otherwise be a working day for them. If the employee works on a public holiday:

- They will be paid their relevant daily pay or average daily pay, plus half that amount again for each hour worked (time and a half).

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- They will also get a paid day off at a later date if it was a day that would otherwise be a working day for them. The date of this alternate holiday will be agreed between employer and employee. If they cannot agree, the employer can decide and give the employee at least 14 days' notice.

## **Annual leave**

The employee will get annual leave of 4 weeks each year once they have worked for the employer for 12 months.

The employee can take leave in advance with the employer's agreement. Any unearned leave taken in advance must be repaid if the employee stops working for the employer.

Leave will be taken at times the employee and employer agree together. If they cannot agree, the employer will decide the dates and give the employee at least 14 days' notice.

## **Sick leave**

The employee can take up to 5 paid days off a year due to illness or injury, or to care for their partner or another dependent person who is sick or injured. This leave will be available when they have worked for 6 months.

They must tell their manager if they are going to be on sick leave as soon as they can (before their usual start time, if possible).

The employee can build up 20 days of untaken sick leave. The employer will not pay the employee for unused sick leave when their employment ends.

If the employee has used all available sick days, the employer might let them take sick leave in advance or annual leave.

## **Sick leave: Medical certificate**

The employer may require proof of sickness or injury at any time if the employee takes, or has asked for, sick leave. The employer will tell the employee as soon as possible that proof is required.

If the employee has been sick or injured for three or more calendar days in a row — or is taking sick leave that is more than the legal minimum — the employee must get a medical certificate at their own cost.

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If the employee has been sick or injured for less than three full days in a row, the employer pays for the employee to get a medical certificate.

## **Bereavement leave**

From day one of employment employees can take up to 3 paid days off in the following circumstances:

- The employee's immediate family member dies (eg parent, child, partner or spouse, grandparent, grandchild, brother, sister or parent-in-law).
- The employee has a miscarriage or stillbirth.
- Another person has a miscarriage or stillbirth and the employee:
  - is the person's partner
  - is the person's former partner and would have been a biological parent of a child born as a result of the pregnancy
  - had agreed to be the primary carer of a child born as a result of the pregnancy (e.g. through a formal adoption or a whangai arrangement)
  - is the partner of a person who had agreed to be the primary carer of a child born as a result of the pregnancy.

The employee can also take 1 paid day/s off after the death of another person if the employer accepts the employee has suffered a bereavement.

As soon as they can, the employee must tell their manager of their relationship to the person who has died, and the dates they wish to be away from work. The employer will make a decision quickly so the employee has as much time as possible to make necessary arrangements.

## **Domestic violence leave**

The employee can take up to 10 paid days off a year to deal with the effects of domestic violence. This leave will be available when they have worked for 6 months.

The employee can take domestic violence leave if:

- they are affected by domestic violence
- a child living with them — no matter how often — is affected by domestic violence.

There is no time limit on when the abuse occurred.

The employee must tell their manager if they are going to take domestic violence leave as soon as they can (before their usual start time, if possible).

This domestic violence leave entitlement renews every 12 months. Employees may not carry forward any leave they do not take.

The employer will not pay the employee for unused domestic violence leave when their employment ends.

If the employee has used all their domestic violence leave, or does not qualify, the employer might let them take annual leave or unpaid leave.

The employee can also ask for flexible work arrangements for up to two months to deal with the effects of domestic abuse.

## **Parental leave**

The employee can take parental leave in line with the Parental Leave and Employment Protection Act 1987.

## **Leave for other reasons**

If an employee needs time off for things they must do by law, such as jury duty or service in the Territorial and Reserve Forces, the employer will meet any obligations the law requires.

This will be unpaid leave.

## **Unpaid leave**

The employee may ask for time off without pay for any reason, and the employer will consider the request.

## **General Provisions**

### **Indemnity**

The employer will, as much as legally required, cover the employee for costs or other liabilities they face because of legal action being taken against them by a third party

arising from the reasonable performance of the employee duties, so long as they were doing their job properly and with reasonable skill and care at the time.

This does not include costs or other liabilities such as those faced by the employee because of:

- their own negligence
- breach of duty
- an unlawful act or omission

## **Health & safety**

The employer and employee will meet their obligations under the Health and Safety at Work Act.

The employer's duties include:

- providing and maintaining a safe working environment for employees and others in the workplace
- providing and maintaining facilities for the welfare of the employee while at work
- providing all necessary training and instructions to employees
- making sure machinery and equipment is safe
- making sure working arrangements are not hazardous
- providing procedures to deal with work emergencies
- making sure health and safety employee engagement and participation processes are in place
- consulting and cooperating with other businesses operating in the same workplace(s) to keep everyone safe and healthy.

The employee will follow the employer's health and safety rules and procedures. The employee will take reasonable care to look after their own health and safety at work, their fitness for work, and the health and safety of others.

Examples of how the employee can take reasonable care include:

- following all reasonable health and safety rules and instructions
- participating in health and safety discussions
- exercising their right to refuse to do unsafe work

- taking reasonable care that their actions (or inactions) do not cause harm, or risk of harm, to themselves or others
- not reporting for duty under the influence of alcohol or drugs that impair their performance or fitness for work
- wearing all necessary personal protective equipment and clothing.

The employee must report any potential risks, incidents and near misses so the employer can investigate, and eliminate or minimise harm or risk of harm.

Failure to follow reasonable health and safety rules may be considered serious misconduct.

## **Drug & alcohol testing**

To make sure the work environment is safe and healthy, the employer may carry out drug and alcohol testing in the following situations:

- At random if the employee works in a safety-sensitive area or role.
- After an incident or near miss in which someone was or could have been injured.
- If the employer believes a reasonable cause exists, eg if an employee's actions, appearance or behaviour suggest they may be under the influence of alcohol or drugs.

A reliable external agency will carry out the testing.

The employee agrees to:

- not be impaired or potentially impaired by drugs or alcohol when at work, travelling for work or representing the employer
- be tested for drugs or alcohol if asked
- follow the testing procedures and not tamper with, or try to tamper with, the test or its results
- agree to the results being given to the employer.

If the employee does not meet any of these requirements, this might be considered serious misconduct.

## **Changes to this agreement**

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The employer and employee can agree to change the terms of this agreement at any time. Any changes must be in writing and agreed to by both employer and employee.

## **Confidentiality**

The employee agrees to keep confidential information private. Except as part of the proper performance of their job, the employee will not directly or indirectly use, copy, share, or permit the use or copying of any confidential information owned by, or in the possession of, the employer unless they get written permission.

Confidential information means all information owned by, or in the possession of, the employer that is not in the public domain, and which the employer reasonably regards as private. It includes, but is not limited, to:

- commercial agreements
- trade secrets
- information about financial affairs
- business methods and systems
- information and records about clients, potential clients, suppliers and employees
- business strategies, including merchandising, budgeting, market analysis, pricing, advertising, products and services
- computer software and data
- other information not known to the public.

The requirement for confidentiality applies at all times while the employee works for this employer, and after the employment has ended.

## **Medical examination**

The employer may ask the employee to be examined by a registered medical practitioner, at the employer's cost.

This will only happen if the employer has reasonable grounds to ask for further medical information to help them understand one or more of these points:

- If the employee is safe and healthy enough to return to work.
- The likelihood of the employee being able to return to work within a reasonable timeframe.

- The employee's ability to perform their duties safely and effectively.

The employee may refuse to have the medical examination or allow the relevant results to be shared. If this happens, the employer may act on their concerns based on the information available to them.

## **Internet & social media use**

The employee will have internet access as part of their job. Use must not be offensive, illegal or harm the employer's interests, and must follow the employer's policies.

Any business social media or email accounts, and associated followers or contacts, are the employer's property.

A reasonable level of personal internet use at work is acceptable if it does not affect the employee's ability to do their job.

## **Copyright & other IP**

Anything the employee invents, develops, creates or makes as part of their job or in the employer's time is the intellectual property of the employer. The employer must be told about it immediately and the employee agrees to take any necessary steps to transfer ownership.

This may include but is not limited to:

- trade marks — signs (including brand names), slogans and logos
- patents — inventions, including new products or processes, and how something is made
- designs — product appearance
- copyright — original works, including written material, drawings, film and sound recordings.

## **Conflict of interest**

The employee agrees that they have disclosed all known potential conflicts of interest.

If the employee becomes aware of any potential conflict between their interests and the employer's business, or an issue with the potential to affect their work performance, they must immediately tell the employer.

The employer and employee will discuss the issue and work out together whether it is a real conflict of interest.

The employee must act on any reasonable instructions from the employer about real conflicts of interest. If there is no other reasonable alternative, the employee's employment may be ended, following the correct process.

## **Entire agreement**

The terms and conditions set out in this agreement are the entire employment agreement between the employer and the employee, and replace any previous written and verbal agreements.

## **Severability**

If any clause no longer applies, eg if a court rules it invalid, the rest of the agreement will remain in place. The employment agreement will continue as if that clause had not existed.

If the Employment Relations Authority or the Employment Court changes a clause, their version of the clause will be used in the employment agreement.

## **Disputes**

### **Resolving employment relationship problems**

A problem between the employer and employee might be a personal grievance, dispute or other issue.

If the employee has any concerns about their employment, or how they are treated at work, they should tell the employer as soon as possible so these can be resolved. The first step is for the employee and employer to talk about the problem and try to find possible solutions.

If the problem cannot be resolved, the employee or the employer can seek help from an external party, eg one or more of the following:

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- Employment Mediation Services, which offers free information and mediation to help employers and employees work together to resolve problems
- a union or an advocate
- a lawyer.

If it cannot be resolved at mediation, the employee or employer might want to go to the Employment Relations Authority.

If it is a personal grievance, the employee has 90 days from the time the problem occurred, or became known by the employee, to raise the grievance with the employer.

Some of these steps may come at a cost.

The employee can invite a support person or representative to attend all steps in the process.

## Termination

### Employee protection provision

Employees are entitled to certain protections in restructuring situations set out in the Employment Relations Act.

#### Vulnerable workers

Some employees who do certain jobs, like cleaning or caretaking services, as set out in the Employment Relations Act Schedule 1A, can have their jobs transferred to the new employer. This happens if their work is to be performed by the new employer, unless the new employer is exempt.

Their rights and entitlements are set out in Subpart 1 of Part 6A of the Act.

#### All other employees

This clause applies in the event that the employer proposes to restructure (as defined in section 690I of the Employment Relations Act 2000), and the work the employee performs may or will be performed for or by a new employer.

The employer will start talks as soon as they can with the new employer about the impact of the restructuring on the employee. This will include negotiating whether the employee can transfer to the new employer, and if so, whether this will be on the same terms and conditions.

The employer will:

- schedule talks with the new employer

- tell the employee about the upcoming talks and the intended timeframes
- tell the employee what will generally be discussed
- arrange for senior representatives of the employer to engage in the talks with the new employer
- subject to any statutory, commercial confidence or privacy issues, give the new employer all information about affected employees, including details of terms and conditions of employment
- encourage the new employer to offer all affected employees jobs with generally the same or better terms and conditions
- report back to the employee on the outcome of the meetings to the extent they relate to the employee.

Whether the employee is offered ongoing employment, and on what terms and conditions, will ultimately be the decision of the new employer.

If the employee does not transfer to the new employer, the existing employer will determine what entitlements (if any) are available to the employee by discussing with the employee:

- whether there are any options available to remain in employment with the employer
- their redundancy entitlements under this agreement (if any), and what this could mean for the employee, including notice arrangements
- whether the employer can offer any additional support to the employee, eg a reference.

The employer will consider the employee's comments and confirm in writing the outcome of these discussions to the employee.

## **Redundancy**

Redundancy is when an employee's role is no longer needed.

If after following a good faith restructuring process the employee is made redundant, they will be given notice as set out in Ending employment. They will not receive redundancy compensation or other redundancy entitlements.

## **Abandoning employment**

If the employee is away from work for 4 working days in a row without telling the employer or getting their permission — and the employer has made reasonable efforts to contact the employee to clarify the reason for their absence and whether they intend to return to work — the employer may regard the employment as abandoned.

The employer will tell the employee that they are deemed to have ended their employment. The employment will be deemed to have finished at the end of the last day the employee worked.

### **Ending employment: Serious misconduct**

If, after following a fair process, the employer concludes that the employee has engaged in serious misconduct, the employee may be dismissed without notice.

Serious misconduct is behaviour that fundamentally compromises the employer's trust and confidence in the employee. Serious misconduct includes, but is not limited to:

- theft
- sexual or other assault
- harassment of a work colleague or customer
- use of illegal drugs at work
- repeated failure to follow a reasonable instruction
- deliberate destruction of the employer's property
- actions that seriously damage the employer's reputation
- a serious breach of the employer's policies and procedures.

### **Ending employment**

The employee might end their job by resigning.

The employer might end the employee's job if there's a good reason (also called reasonable cause), and they follow a fair process in deciding to end employment.

The employee or the employer will give two weeks notice in writing, unless otherwise set out in this agreement. If the employee does not give the agreed amount of notice, the employer might be able to claim a breach of this agreement.

After notice is given, the employer and employee will discuss the kind of duties the employee will be expected to do during the notice period. This may include a change in duties.

The employer may decide to pay the employee instead of the employee working out their notice period (also known as "garden leave").

Nothing in this clause prevents the employer from ending the employee's employment without notice, or payment instead of notice, for serious misconduct or another reason set out in this agreement.

### **Ending employment: Duties**

The employee must immediately return any of the employer's property and information on or before their final day of employment.

This includes, but is not limited to, any hard and soft copy files, confidential information, IT devices, access cards, keys, vehicles and workplace equipment, eg tools or PPE. The employee must also stop using passwords and codes for the employer's systems.

### **Suspension**

The employer might decide to suspend the employee on pay while investigating allegations against the employee, eg for serious misconduct, or if a condition, illness or injury means the employee poses an immediate risk to themselves and/or others.

If an investigation is delayed because the employee refuses to take part, or because of other reasons beyond the employer's control, eg waiting for a criminal trial to end, the employer may decide any further time on suspension will be unpaid.

### **Force majeure**

The employee understands and agrees that their job may end without notice, or payment of notice, if a natural disaster, workplace fire, flood or other similar major event beyond the employer's control makes it impossible for employment to continue. Where practicable, the employer will consult with the employee before exercising this clause.

## Restraint of trade

The employee will work, and form relationships with, the employer's clients/customers, staff, suppliers and others with whom the employer has, or is building, a relationship. These relationships are important to the employer's business.

In recognition of the importance of these factors to the employer — and taking into account the pay package set out in this agreement and this offer of employment generally — the employee agrees to behave in the way set out in this clause, unless they get the employer's written permission first.

The employee shall not, either during their employment or for six months after leaving the business, do the following:

- Directly or indirectly, alone or with any other person, approach or solicit any of the employer's clients, suppliers or customers, or try to persuade them to end or limit their relationships with the employer.
- Directly or indirectly, alone or with any other person, approach, employ, engage or otherwise try to take away any of the employer's staff or contractors.

The following definition applies to this clause:

- "Client" means any person, organisation, business or entity that the employer has sold to or done business with in the 12 months before the end of the employee's employment.

## Personal

### The parties

The parties to this employment agreement are:

1. PR Imports Limited, the "employer".
2. Athira Manoharan, the "employee".

### Place of work

The employee will work at any of the following places 7/2 Progressive way, East Tamaki Auckland and 9/2 Progressive way ,East Tamaki, Auckland as required by the employer.

The employer may ask the employee to travel for work from time to time, but they don't have to agree.

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## Employee acknowledgement

PR Imports Limited offer this employment agreement to Athira Manoharan.

Signed by: Reshma Fija  Date: 09/06/2021  
Office Manager.

In signing this agreement, I Athira Manoharan accept the terms and conditions of my employment as detailed within this offer and declare that:

- I have read, and fully understood the terms and conditions of this agreement, and have received a copy of it.
- I was told about my right to get independent advice on the terms and conditions of this agreement and I have been given time to take that advice.
- I have raised any issues I have about the terms and conditions of this agreement and my employer has responded to these issues.
- I have told my employer about any existing physical and/or health conditions that might be worsened by doing the job, or might affect my ability to do the job.
- I confirm there are no contractual or other legal reasons that could stop me from working for my employer.
- The information I have given is true and correct to the best of my knowledge and belief, and I have not left out anything that could affect the decision to employ me.
- I am, and will remain, able to work legally in New Zealand.

Signed by: Athira  Date: 09/06/2021



Bookkeeper-PR Imports Limited

(Schedule 1: to be attached to the employment agreement dated 09/06/2021)

- Record day to day financial transactions and complete the posting
- Verify the transactions are recorded in the correct day book, supplier's ledger, customer ledger and general ledger.
- Bring the book to trial balance stage
- Complete Tax forms
- Enter Data, maintain records and Create reports and financial statements.
- Process accounts receivables/payables
- Handle the payroll fortnightly
- Process Payrun
- Follow up with the customer with the due dates
- Maintaining Excel reports in timely manner
- Maintaining books of accounts

This page is to be signed by both parties:

employer

employee

