

Individual Employment Agreement between an Employer and an Employee

1 The Parties

1.1 Individual Employment Agreement

The parties to this employment agreement are:

1. **Daniel Suter**, the "Employer"; and
2. **Charlotte Duguet**, the "Employee".

2 The Position and the Duties

2.1 Position

The Employee is being employed as **Vegetarian Chef**.

2.2 Duties as set out in the job description which may be modified from time to time by the Employer

The Employee shall perform the duties set out in the Job Description attached to this agreement. These duties may be modified and updated by the Employer from time to time following agreement with the Employee. The Employee also agrees to perform all other reasonable duties and comply with reasonable instructions issued by the Employer.

3 Nature and Term of the Agreement

3.1 Individual Agreement of Ongoing and Indefinite Duration

This Employment Agreement is an individual employment agreement entered into under the Employment Relations Act 2000. The employment shall commence on **01/08/2015** and shall continue until either party terminates the agreement in accordance with the terms of this agreement. The clauses in this agreement may be varied or updated by agreement between the parties at any time.

3.2 Trial Periods

A trial period will apply for a period of **NOT EXCEEDING 90 CALENDAR DAYS** employment to assess and confirm suitability for the position. Parties may only agree to a trial period if the employee has not previously been employed by the employer.

During the trial period the employer may terminate the employment relationship, and the employee may not pursue a personal grievance on the grounds of unjustified dismissal. The employee may pursue a personal grievance on grounds as specified in sections 103(1)b-g of the Employment Relations Act 2000 (such as: unjustified disadvantage; discrimination; sexual harassment; racial harassment; duress with respect to union membership; and the employer not complying with Part 6A of the Employment Relations Act 2000).

Any notice, as specified in the employment agreement, must be given within the trial period, even if the actual dismissal does not become effective until after the trial period ends. This trial period does not limit the legal rights and obligations of the employer or the employee (including access to mediation services), except as specified in section 67A(5) of the Employment Relations Act 2000.

4 The Place of Work

4.1 Fixed Place of Work

The parties agree that the Employee shall perform their duties at **Shop 6 Carnaby Lane**.

5 Hours of Work

5.1 Flexible or Glide Time

The parties agree that the Employee is required to perform **40** of hours of work per **week**, and to be at the place of work between the core hours of **8 to 4.30** on **Tuesday to Saturday**. Provided these hours of work are performed, the Employee may adopt flexibility in their start and finish times each day. The parties agree, however, that the Employer may, after consultation with the Employee, modify this arrangement if this is in the best interests of the Employer's operations.

6 Wages/Salary/Allowances

6.1 Hourly Rate

The Employee shall be paid according to an hourly rate which shall be **\$20** per hour. The Employee's pay shall be paid **weekly** on **10/08/2015** into a bank account nominated by the Employee.

6.2 Bonus at the Employer's Discretion

The parties agree that the Employee may, at the Employer's sole discretion, be paid a bonus at the end of **insert period or event**.

6.3 Payments Recognising Qualifications or Skills Acquired on the Job

The Employee shall be entitled to receive the following payments, upon achievement of the following qualifications/skills:

Making the business profitable.

6.4 Review

The Employer agrees to review the Employee's salary/wages on the 12 month anniversary of this employment agreement and every 12 month anniversary thereafter. The parties agree that the Employee shall not have any necessary entitlement to an increase, but, the Employer agrees to conduct this review in good faith and to consult with the Employee during the review.

6.5 Overtime

The parties agree that where the Employee works requested overtime, the Employee shall be entitled to payment for each hour of overtime at the following rate: **[insert rate]**.

7 Holidays and Leave Entitlements

7.1 Short Form Clause on Annual Leave as set out in the Holidays Act

The Employee shall be entitled to paid annual leave of four weeks per year after 12 months continuous employment with the Employer, in accordance with the Holidays Act.

If the employee leaves their employment before becoming entitled to enough annual holidays to cover the amount of annual holidays they took in advance:

- the employer may recover the amount paid to the employee for holidays taken in advance that is not covered by the employees annual holiday entitlement.

This clause is subject to the Wages Protection Act 1983. The employee's signature will satisfy the written consent requirement of section 5 of the Wages Protection Act 1983.

7.2 Payment for work on a Public Holiday

The employee shall be entitled to be paid for the time actually worked on a Public Holiday at the rate of time and a half of their relevant daily pay, or time and a half of the portion of average daily pay (if applicable) that relates to time actually worked on the day

7.3 Public Holidays as set out in the Holidays Act, and where the Employer does not have the ability to require the employee to work on a public holiday

The Employee shall be entitled to 11 public holidays per year, in addition to annual leave. These days shall be those specified in the Holidays Act. Where the day in question would otherwise be a working day for the Employee, the Employee shall be entitled to pay on that holiday.

The Employer may ask the Employee to work on a public holiday, but the Employee may at their discretion decline to work on that day. Where such a day is worked, the Employee shall be paid for the time actually worked on a Public Holiday at the rate of time and a half of their relevant daily pay or time and a half of the portion of average daily pay (if applicable) that relates to time actually worked on the day and shall, where the day worked would otherwise have been a working day, also receive an alternative paid holiday of one day at a later date, the timing of which is to be determined by agreement between the Employer and the Employee, or in the absence of agreement according to the Holidays Act.

7.4 Unpaid Leave

Applications for unpaid leave will be given reasonable consideration by the Employer, but shall be granted only at the Employer's sole discretion having regard to the requirements of the Employer's business and operations. Applications for unpaid leave will be considered in situations such as for compassionate reasons; to undertake a course of work-related study; or to gain additional work-related experience.

8 Other Employment Obligations

8.1 Confidential Information

The Employee shall not, whether during the currency of this agreement or after its termination for whatever reason, use, disclose or distribute to any person or entity, otherwise than as necessary for the proper performance of their duties and responsibilities under this agreement, or as required by law, any confidential information, messages, data or trade secrets acquired by the Employee in the course of performing their services under this agreement. This includes, but is not limited to, information about the Employer's business.

8.2 Copyright and other Intellectual Property

All work produced for the Employer by the Employee under this agreement or otherwise and the right to the copyright and all other intellectual property in all such work is to be the sole

property of the Employer.

8.3 Conflicts of Interest

The Employee agrees that there are no contracts, restrictions or other matters which would interfere with their ability to discharge their obligations under this agreement. If, while performing their duties and responsibilities under this agreement, the Employee becomes aware of any potential or actual conflict between their interests and those of the Employer, then the Employee shall immediately inform the Employer. Where the Employer forms the view that such a conflict does or could exist, it may direct the Employee to take action(s) to resolve that conflict, and the Employee shall comply with that instruction. When acting in their capacity as Employee, the Employee shall not, either directly or indirectly, receive or accept for their own benefit or the benefit of any person or entity other than the Employer any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Employer.

8.4 Use of Internet and Email

The Employee will have access to email and the Internet in the course of their employment. The Employee shall ensure that at all times their use of the email and Internet facilities at work meets the ethical and social standards of the workplace. Whilst a reasonable level of personal use is acceptable to the Employer, this must not interfere with the Employee's employment duties or obligations, and must not be illegal or contrary to the interests of the Employer. The Employee shall also comply with all email and Internet policies issued by the Employer from time to time.

8.5 Privacy Obligations

The Employer and the Employee shall comply with the obligations set out in the Privacy Act 1993. The Employee must not breach the privacy of any customer or client in the course of their employment.

9 Restructuring and Redundancy

10 Termination of Employment

10.1 Termination of trial period

The employer may terminate the trial period by providing **2 weeks** notice to the employee within the trial period

10.2 Termination for Serious Misconduct

Notwithstanding any other provision in this agreement, the Employer may terminate this agreement summarily and without notice for serious misconduct on the part of the Employee. Serious misconduct includes, but is not limited to:

- (i) theft;
- (ii) dishonesty;
- (iii) harassment of a work colleague or customer;
- (iv) serious or repeated failure to follow a reasonable instruction;
- (v) deliberate destruction of any property belonging to the Employer;
- (vi) actions which seriously damage the Employer's reputation.

10.3 Abandonment of Employment

In the event the Employee has been absent from work for three consecutive working days

without any notification to the Employer, and the Employer has made reasonable efforts to contact the Employee, this agreement shall automatically terminate on the expiry of the third day without the need for notice of termination of employment.

10.4 Obligations of Employee on Termination

Upon the termination of this agreement for whatever reason, or at any other time if so requested by the Employer, the Employee shall immediately return to the Employer all information, material or property (including but not limited to computer disks, printouts, manuals, reports, letters, memos, plans, diagrams, security cards, keys, and laptop computers) either belonging to or the responsibility of the Employer and all copies of that material, which are in the Employee's possession or under their control.

11 Resolving Employment Relationship Problems

11.1 Short Form

If any employment issues arise, those should be raised with the Employer as soon as possible so that they can be resolved. If the matter is not resolved either party can seek assistance from the Department of Labour's mediation service. If the issues are not resolved at mediation, they may be referred to the Employment Relations Authority.

If the issue is a personal grievance, the Employee must present that grievance within 90 days of the event giving rise to the grievance, or after further time if allowed by the Employer or where the Employment Relations Authority grants an extension of time.

If the employee's employment agreement contains a trial period clause, they may not raise a personal grievance on the grounds of unjustified dismissal. The employee may raise a personal grievance on other grounds as specified in sections 103(1)b-g of the Employment Relations Act, and in the trial period clause of this agreement.

12 Acknowledgement of the Agreement

12.1 Variation of Agreement

The parties may vary this agreement, provided that no variation shall be effective or binding on either party unless it is in writing and signed by both parties.

12.2 Entire Agreement

Each party acknowledges that this agreement contains the whole and entire agreement between the parties as to the subject matter of this agreement.

12.3 Employee Acknowledgment

The Employee acknowledges that:

- (i) they have been advised of their right to take independent advice on the terms of this agreement
- (ii) that they have been provided with a reasonable opportunity to take that advice
- (iii) that they have read these terms of employment and understand these terms and their implications, and
- (iv) that they agree to be bound by these terms of employment and the Employer's policies and procedures as implemented by the Employer from time to time.

13 Declaration

13.1 Declaration

I, **Daniel Suter**, offer this employment agreement to **Charlottle Duguet**.

Signed by:..... **Date:**.....

I, **Charlotte Duguet**, declare that I have read and understand the conditions of employment detailed above and accept them fully. I have been advised of the right to seek independent advice in relation to this agreement, and have been allowed reasonable time to do so.

Signed by:..... **Date:**.....