

# Individual Employment Agreement

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Between Teknique and Reza Amani

# Individual Employment Agreement

## Parties

Employer:        Teknique Limited ("the Company" or "We")

Employee:        The employee named in Schedule 1 ("the Employee" or "You")

## 1. Commencement

1.1        This Agreement shall commence on the date set out in Schedule 1.

## 2. Scope of Agreement

2.1        This Agreement, and any documents expressly incorporated into it (including job descriptions or work rules notified to you from time to time), together with any applicable statutory provisions or regulations, constitute the entire agreement between us and supersede all previous representations, negotiations, commitments, and communications, either written or oral between us.

## 3. Duties

The position for which you are employed and your job description are set out in Schedule 2 of the Agreement. You are to undertake the duties and functions reasonably required of that position to the best of your ability together with any additional duties we reasonably require of you.

3.1        Your duties and job description can be modified by us from time to time. We will consult with you before any major changes are implemented but we have the right to decide whether the proposed changes are necessary or reasonable.

3.2        You must carry out any lawful instruction given to you by one of our managers or supervisors.

3.3        You must devote all of your working hours to carrying out your duties.

3.4        Your work will be carried out at the place set out in Schedule 1, except with our express prior approval.

## 4. Trial Period

4.1        If you are a new employee, your employment will be on a trial period basis for the first 90 days of your employment, commencing on the start date as specified in Schedule 1.

4.2        If, during the trial period, we decide to terminate your employment, we will (subject to our ability to summarily terminate your employment under this agreement) give you at least one week's notice of termination before the end of the trial period. Clause 21.2 may apply.

4.3        If we notify you before the end of the trial period that your employment will be terminated, you will not be entitled to bring a personal grievance (or other legal proceedings) in respect of dismissal.

4.4        During the trial period (and any period of notice that commences during your trial period), this clause overrides all other clauses in this agreement and our policies to the extent there is any inconsistency.

## 5. Work Rules

- 5.1 We may issue, and advise you of, Work Rules, policies, and procedures from time to time (collectively "the Rules"). In general the Rules define particular standards of behaviour and performance you must meet during your employment.
- 5.2 You must read any Rules and act in accordance with them. We may change the Rules from time to time by amending or removing existing Rules or by adding new ones, but we will tell you about any changes before they are implemented.

## 6. Remuneration

- 6.1 You will be paid the salary set out in Schedule 1.
- 6.2 You will receive the benefits (if any) set out in Schedule 1.
- 6.3 You will also be reimbursed for reasonable expenses incurred in carrying out your duties, subject to any restriction or requirements we may impose from time to time.
- 6.4 By signing this agreement you give written consent to the Company (pursuant to section 5 of the Wages Protection Act 1983) to make deductions from any salary or other monies owing to you at any time during the course of your employment or on the date of termination of your employment. Deductions may be made for the following:
  - a. time lost through sickness, accident, absence;
  - b. default or incorrect overpayment;
  - c. any sum which may be owing from you to the Company;
  - d. lost, damaged or unreturned property, clothing or equipment; or
  - e. any annual holiday taken in advance of such holiday accruing, and owing to the Company on the date of termination of your employment.

## 7. Hours of Work

- 7.1 Unless otherwise agreed with you in writing, your usual weekly hours of work are specified in Schedule 1.
- 7.2 You will be advised of your start and finish time within those hours. If we wish to alter your start and finish time we will discuss the proposed change with you. We will take your views into account before making any changes but whether or not to make those changes is entirely at our discretion.
- 7.3 You are required to work those hours necessary to discharge the duties of your position without additional pay. Where it is possible for you to take compensatory time off for any "overtime" worked without affecting the proper discharge of your duties, you may do so provided you have obtained our prior agreement. However, you agree that your salary, and any other benefits specified in Schedule 1, include reasonable compensation for your availability to perform, and the performance of, all of your hours of work (including any additional hours).
- 7.4 You must have our authorisation before you work on public holidays.
- 7.5 You will not be required to work more than 6 hours continuously without a break of at least half an hour as an unpaid meal break.

- 7.6 You will have a 10 minute break near the middle of each 4 hour period you work.

## 8. Annual Holidays

- 8.1 After every 12 months of continuous employment you are entitled to paid annual holidays of 4 weeks as provided by the Holidays Act 2003, which in general gives each of us the rights and obligations set out in the following clauses. Where Holidays legislation is amended, the following clauses will be deemed to be amended accordingly.
- 8.2 If you leave our employment before you have taken annual holidays to which you have become entitled, you will be paid for those annual holidays in accordance with the Holidays Act 2003. For any part year of continuous employment, you are entitled to holiday pay of 8% of your gross earnings for the part year, less any amount paid to you for holidays taken in advance.
- 8.3 Annual holidays must be taken at a time agreed by us but we will not unreasonably withhold consent. If we are unable to reach agreement, or for an annual closedown period, we can require you to take annual holidays on 14 days' notice.
- 8.4 Your pay during annual holidays will be your average weekly earnings during the previous 12 months, or your ordinary weekly pay, whichever is the greater.
- 8.5 If you, your spouse or partner, or a dependent become sick or are injured while you are taking annual leave, you can ask to have some of that leave transferred to sick leave. We will consider your request having regard to the relevant circumstances at the time.
- 8.6 If you suffer a bereavement before or during annual leave, you can take the bereavement leave to which you would have been entitled had you been working. We will then transfer the relevant period of annual leave to bereavement leave.
- 8.7 If you, your spouse or partner, or a dependent become sick or are injured before you take annual leave, you can replace any period of sickness or injury that would have been annual holiday with sick leave, within the limits of your accrued entitlements.
- 8.8 If you have used all your sick leave entitlement, or if you require more bereavement leave than is provided above, then we may allow you to use accrued holiday leave as sick leave or bereavement leave, but you must notify us in writing of your wish to do so.
- 8.9 The Ministry of Business, Innovation and Employment ("MBIE"), contactable on 0800 20 90 20, or at [www.mbie.govt.nz](http://www.mbie.govt.nz), or a union can give you additional information about your entitlements under the Holidays Act 2003.

## 9. Sick and Bereavement Leave

- 9.1 You will be entitled to sick leave and bereavement leave as provided by the Holidays Act 2003, which in general gives each of us the rights and obligations set out in the following clauses. Where Holidays legislation is amended, the following clauses will be deemed to be amended accordingly.
- 9.2 You are entitled to sick and bereavement leave when you have completed 6 months' continuous employment with us, or if you have worked for us for at least 10 hours per week on average over a period of 6 months, including either at least 1 hour every week or 40 hours every month.
- 9.3 Sick leave of 5 days per year may be taken when:
- a. You are sick or injured; or

- b. Your spouse or partner is sick or injured; or
  - c. A person who depends on you for care is sick or injured.
- 9.4 You must provide a medical certificate in support of any application for sick leave if you are sick or injured for 3 calendar days in a row and we require you to do so. We can require a medical certificate at our cost within a shorter period, provided we inform you as soon as possible that the medical certificate is required.
- 9.5 You must notify us as soon as practical of any intention to take sick leave or bereavement leave- where possible before you are due to start work for the day.
- 9.6 Up to 15 days' unused sick leave may be carried over into the next year to accumulate to a maximum of 20 days' entitlement.
- 9.7 Bereavement leave of up to 3 days per bereavement may be taken on the death of your spouse or partner, parent, child, brother, sister, grandparent, grandchild, or spouse's or partner's parent. Leave of up to 1 day may be taken on the death of any other person, if we accept, having regard to the relevant factors, that you have suffered a bereavement, as a result of the death.
- 9.8 For each day of sick or bereavement leave you will be paid an amount equivalent to your relevant daily pay or average daily pay, in accordance with the Holidays Act 2003.
- 9.9 The annual leave section of this agreement contains provisions for replacing sick leave or bereavement with annual leave in some circumstances.
- 9.10 MBIE or a union can give you additional information about your entitlement to sick leave and bereavement leave.

## 10. Public Holidays

- 10.1 Public holidays will be observed as provided by the Holidays Act 2003, which in general gives each of us the rights and obligations set out in the following clauses. Where Holidays legislation is amended, the following clauses will be deemed to be amended accordingly.
- 10.2 We can require you to work on any public holiday which falls on a day which would otherwise have been a working day for you. We may ask you to work on other public holidays.
- 10.3 If you work on a public holiday you will be paid time and a half in accordance with section 50 of the Holidays Act 2003. If the public holiday worked was on a day that would otherwise have been a working day for you, you will be entitled to an alternative paid holiday of one day. This must either be taken on an agreed working day, or with no fewer than 14 days' notice, on a working day of our choice.
- 10.4 If you do not take the alternative holiday within 12 months you can ask us to exchange the holiday for payment. We can either agree, or give you 14 days' notice of when you are to take the alternative holiday.
- 10.5 MBIE or a union can give you additional information about your public holiday entitlements.

## 11. Warranties

- 11.1 You warrant that:
- a. All representations and information whether oral or in writing made or supplied by you as to qualifications and experience and all other information given in your application for employment with us are true and complete; and

- b. In applying for employment with us you have disclosed all information about yourself which is relevant to your ability to discharge the duties for which you are employed; and
- c. That you currently hold any certificate, licence, or other approval required by statute, regulation, or bylaw necessary for a person carrying out the duties of your position; or
- d. If you have been employed in anticipation of your obtaining any of the permits referred to in sub-clause (c) above, that there is no impediment to you being granted such licence, certificate, or other approval.

## 12. Motor Vehicles and Equipment

- 12.1 You must take good care of any of our motor vehicles or other equipment entrusted to you by us. In particular you must ensure that:
  - a. you do nothing to invalidate any insurance policy.
  - b. you do not drive our vehicle while under the influence of drink or drugs.
  - c. you do not leave our vehicle unlocked, or our equipment in a non-secure location.
  - d. you pay any speeding or parking fines incurred while you are using any vehicle.
  - e. you keep our vehicle and equipment in a clean and tidy state and report any defects or servicing requirements to us promptly.
  - f. you do not allow any animals into our vehicles.
  - g. you do not allow anyone else (including any family member) to drive our vehicle or use our equipment.
- 12.2 Before removing any of our equipment from your workplace you must have our express permission. Permission will normally be granted for taking computing equipment away from work-sites only if it is for work or for approved educational purposes. The only exception to this rule is if you need to take portable equipment home for work purposes, and it is not practicable to obtain prior permission.

## 13. Email and Internet Usage

- 13.1 You can use the email system for private emails provided they are kept short and on average no more than approximately 5 messages per day.
- 13.2 It is not appropriate for jokes to go out in emails from our system any more than it is for them to go out on letterhead.
- 13.3 You must not access web-based email sites, such as Hotmail and Yahoo. This includes your personal webmail accounts such as Xtra or Clearnet.
- 13.4 Your email will be accessed by us from time to time for security and risk management purposes, and a log file of email traffic is kept. By using our system to send or receive personal emails, you accept that we can access those emails in order to monitor compliance with this clause or with any Rules relating to Internet usage. This means you should not use our system for any communication you wish to keep confidential.
- 13.5 If you are receiving unsolicited emails or offensive material, you must let us know so that we can take steps to block this material.
- 13.6 Access to the Internet is provided for business use. Limited private use is permitted. The rules for accessing the Internet from our system are:
  - a. you must not deliberately access undesirable sites - pornography etc;
  - b. you must not download any programs (executables) that the Company does not own a valid execution license for (e.g. Commercial software from illegal download sites);

- c. streaming media (accessing video or audio) is prohibited unless part of regular work duties;
- d. engage in any activity which may be in breach of the Harmful Digital Communications Act 2015.

#### 14. Confidentiality

- 14.1 For the purposes of this clause 14, "Confidential Information" includes concepts, ideas, drawings, designs, recipes, plans, specifications, documents, computer programmes, files, products, equipment, customer lists, supplier lists, price lists, sales records, manuals, kits, organisational methods and capacities, individual client requirements, distribution systems, production methods, or other information acquired or developed by you, either alone or in conjunction with others, in the course of carrying out your duties under this Agreement.
- 14.2 All Confidential Information is our sole and exclusive property.
- 14.3 You must not disclose any Confidential Information directly or indirectly or use it in any way either during the term of this Agreement or at any time thereafter except as required for the proper discharge of your duties.
- 14.4 Without our prior written consent, Confidential Information whether prepared by you or otherwise, must not be removed from our premises except as required for the proper discharge of your duties under this Agreement.
- 14.5 Upon leaving our employment, all Confidential Information, and any other property relating to our business in your possession or control, must be immediately returned to us.
- 14.6 You must promptly report to us any instance of which you become aware in which Confidential Information may have been accidentally or deliberately passed to a third party by you or by any other person.
- 14.7 In the course of your employment you may also receive information which is confidential in nature which belongs to third parties including customers. You must not disclose any such information directly or indirectly or use it in any way either during or after the term of this Agreement except as required for the proper discharge of your duties for us.

#### 15. Non Competition

- 15.1 During the term of your employment with us, you must not directly or indirectly either as an employee, employer, consultant, agent, principal partner, stockholder, corporate officer, director or in any other individual or representative capacity own, operate, control, assist or participate in any other business, company or organisation which is in direct or indirect competition with our business without our prior written consent.
- 15.2 The foregoing prohibition will not apply to ownership by you of less than 5% of the issued or outstanding stock of any company whose shares are listed for trading over any public exchange provided that you are not a director of any such company and do not have any power to appoint any director or otherwise control one or more directors.

#### 16. Ownership of Intellectual Property

- 16.1 The ownership of, and copyright in, any computer software, documents, drawings, designs, specifications, photographs, recipes, or artistic or literary work ("the work") produced in the course of your employment with us (either by yourself or in conjunction with another) vests absolutely in us, or in any third party to whom we (your employer) have agreed ownership should belong.

- 16.2 All discoveries, inventions, production methods, improvements and innovations whether patentable or not, (including all data and records pertaining thereto) ("the inventions") which in the course of your employment you may invent, discover, originate or conceive (either by yourself or in conjunction with another) are our sole and exclusive property, or the property of any third party to whom we (your employer) have agreed ownership should belong.
- 16.3 You must promptly advise us of the full particulars of all inventions or works within the meaning of this clause which you create in the course of your employment.
- 16.4 All rights to know-how, trade secrets or any other intellectual property rights created by you in the course of your employment (either by yourself or in conjunction with another) not already covered under this Agreement are our sole and exclusive property, or the property of any third party to whom we (your employer) have agreed ownership should belong.
- 16.5 You must:
- a. assign to us or our nominee on request your entire right, title and interest to any and all of the work, inventions, designs, copyright or any other intellectual property, whether in New Zealand or overseas, to which we are entitled by virtue of this Agreement or at law; and
  - b. execute any instruments considered necessary by us to convey or perfect our ownership, or the ownership of our nominee, of any and all of the inventions, designs, copyright or other intellectual property, and by entering into this Agreement and in consideration of us entering this Agreement, you appoint us irrevocably as your agent for such purposes; and
  - c. provide at our expense such assistance as we, or our nominee, may require to obtain, defend or enforce our rights, or those of our nominee, in any and all of the inventions, designs, copyright or any other intellectual property created in the course of your employment with us.

## 17. Restraint of Trade

- 17.1 This clause applies if in the course of your employment with us you have either been in a position which has required you to establish relationships with customers, clients, suppliers or public agencies on our behalf, or if you have acquired Confidential Information as defined in clause 14.
- 17.2 If this Agreement is terminated by either party for any reason other than redundancy, then for a period of 6 months from the date of termination you agree not to work within the Territory (either directly or indirectly whether alone or in partnership or as manager agent or servant of any other person company or corporation) in any business which is in direct or indirect competition with us without our prior written consent, provided that such consent will not be unreasonably withheld.
- 17.3 For the purposes of this clause 17, the term "Territory" means any client segment (whether defined geographically, by business type, or otherwise) in which you have worked, either alone or with others, on our behalf.
- 17.4 We both agree that this clause 17 should be interpreted so as to protect our proprietary interests in our trade secrets and business connections, and that any consent granted under clause 14 may be given subject to such specific restraints as are reasonably necessary to protect those interests.
- 17.5 If at any time following the termination of this Agreement we consider for any reason that this clause 17 restrains you to an extent that is unreasonable, we have the right to reduce the scope of the restraint to the extent necessary to make the restraint reasonable and such restraint as modified will bind both you and us.



- 17.6 For a period of 6 months from the date of termination of this Agreement you agree not to solicit (either directly or indirectly whether alone or in partnership or as manager agent or servant of any other person company or corporation) the employment or services of any of our employees.

## 18. Gifts and Commissions

- 18.1 You must not accept, and must use your best endeavours to ensure that any member of your immediate family does not accept, gifts, entertainment, travel, loans or any other personal favours from our customers or suppliers. If you or a member of your immediate family receive a gift, it must be declared to your supervisor who will determine the appropriate disposition of the gift.

## 19. Sexual and Racial Harassment

- 19.1 Discrimination or sexual or racial harassment is not acceptable in our workplace and will usually be considered serious misconduct.
- 19.2 If you believe you have been the victim of such harassment or discrimination you should report the matter to a person in a management position who will assist you to put your complaint into writing. Without this we may not be able to take appropriate action to prevent further harassment.

## 20. Occupational Health and Safety

- 20.1 You must:
- a. wear any safety clothing or high visibility clothing we ask you to.
  - b. comply with any applicable safety codes or regulations that we or any government agency sets
  - c. comply with the Health and Safety at Work Act 2015.
  - d. not remove any safety devices fitted to machinery or equipment in the work place or to any vehicles.
  - e. not operate machinery equipment or vehicles in an unsafe manner, and not operate machinery which is itself unsafe.
  - f. not be at risk of being under the influence of alcohol or drugs (including prescription drugs) whilst driving company vehicles or operating any machinery or equipment in the workplace, or at any other time that you are performing work for us.
  - g. report all faulty machinery or equipment, (including safety devices) to us.
  - h. ensure that you do not do anything which endangers your health or safety, or the health or safety of any other workers.
  - i. report all accidents, incidents, near misses, hazards and/or risks to health and safety to us promptly.
  - j. tell us promptly if you become aware of any unsafe practices, equipment, vehicles, or premises.
- 20.2 Any breach of this clause 20 may be considered serious misconduct which could result in your dismissal without notice.

## 21. Term of Agreement

- 21.1 Subject to any other termination provisions in this Agreement, either party may terminate this Agreement by giving 4 weeks' notice to the other party in writing.

- 21.2 If either of us gives notice to terminate this Agreement we may at our sole discretion at any time during the notice period either pay you wages or salary in lieu of any remaining notice period, or we may require you not to carry out your duties and continue to pay you in the usual way until the end of the notice period.
- 21.3 Nothing in this Agreement will prevent your summary dismissal for serious misconduct. Serious misconduct includes:
- a. any conduct involving dishonesty on your part whether at or outside the workplace;
  - b. being under the influence of alcohol or other drugs while at work;
  - c. any serious breach of your undertakings or obligations under this Agreement;
  - d. serious breach of any work rules we set down from time to time;
  - e. conducting yourself inside or outside work hours in way that, in our opinion, brings us into disrepute;
  - f. not turning up for 3 consecutive working days without our prior permission;
  - g. failure to perform your duties under this Agreement to the required standard.
- 21.4 We may also terminate your employment without notice in any of the following circumstances:
- 21.5 You do not obtain any medical clearance required by us as a condition of your initial appointment.
- 21.6 You become physically or mentally incapable of performing the duties required under this Agreement.
- 21.7 You are convicted of an offence which results in the loss of any licence or permit necessary for you to discharge your duties.
- 21.8 You cease to hold any of the permits referred to in clause 11.1c of this Agreement.
- 21.9 You have breached a warranty made by you in clause 11 of this Agreement.

## 22. Drugs and Alcohol

- 22.1 For the purposes of this Agreement, "drugs" includes any mood altering substance regardless of the legality of its possession or sale.
- 22.2 You must not bring drugs or alcohol to work, and you must not consume or be at risk of being under the influence of drugs or alcohol while at work, except as permitted by clause 22.3.
- 22.3 You may consume alcohol in moderation when this is part of your duties (such as client entertainment), or when you have our express or implied permission (such as work functions).
- 22.4 If we believe on reasonable grounds that you might be at risk of being under the influence of alcohol or drugs while at work, we may require you to provide a certificate from a nominated medical practitioner that appropriate tests have been conducted and that in the practitioner's view you are not at risk of being under the influence of drink or drugs, or were not at risk of being under such influence at the relevant time.
- 22.5 For the purposes of paragraph 22.4, the term "nominated medical practitioner" means a practitioner nominated by you, who is available to conduct the necessary tests promptly, and who is approved by us (which approval will not be unreasonably withheld).
- 22.6 If you fail to provide such a certificate within 24 hours of our requiring you to do so, we will be entitled to take that failure into account in deciding whether or not there is sufficient evidence

to conclude that you were at risk of being under the influence of drink or drugs at the material time.

- 22.7 The costs of obtaining the certificate referred to in this clause will be met by us on production by you of satisfactory receipts.
- 22.8 We can decide, at our sole discretion, that a more rigorous drug and alcohol testing regimen than that contained in this clause 22 is necessary for the enforcement of our drug and alcohol policy. In that event, you agree to be bound by any revised testing regimen which is reasonable and which is not contrary to statute or common law.

### 23. Redundancy

- 23.1 Clauses 23 and 24 will apply if during your employment with us, your services become surplus to our requirements.
- 23.2 If you are made redundant for any reason, you will be given the notice of termination required by this agreement, or payment in lieu of notice at our option.
- 23.3 In addition to the contractual notice period, we will endeavour to give you as much notice of any impending redundancy as is practical in the circumstances.
- 23.4 If you are made redundant you will be entitled to;
  - a. reasonable time off without loss of pay to attend interviews for alternative employment.
  - b. a written reference from us in order to facilitate your job seeking.
- 23.5 In the event of termination of your employment by us for reasons of redundancy, including redundancy arising from restructure or sale or transfer of all or part of our business, you will not be entitled to any redundancy compensation.

### 24. Employee Protection Provision

- 24.1 In the event of a restructuring, as defined in section 690I of the Employment Relations Act 2000 being the sale, transfer, or contracting out of all or part thereof of the business or assets to another person ("the new employer"), with the effect that your work (or work substantially similar to your work) is to be performed by employees of the new employer, we will:
  - a. meet with the new employer as soon as reasonably practicable to discuss how the restructure, sale, transfer or contracting out relates to and may impact on your employment; and
  - b. negotiate with the new employer as to whether you would transfer to the new employer and if so whether this would be on the same terms and conditions of employment and whether your service with us would be treated as continuous service with the new employer.
- 24.2 If you do not transfer or will not be transferring to the new employer, then we will consult with you and/or communicate with you about what that means for your employment, including whether there are any suitable redeployment opportunities for you and what redundancy entitlements (if any) may apply.
- 24.3 You agree to your terms and conditions of employment being disclosed by us to the new employer on a confidential basis and as part of the restructuring process.

## 25. Disciplinary Procedures

- 25.1 For the purposes of this clause 25, "Disciplinary Action" includes any action taken by us in response to alleged misconduct by you.
- 25.2 We will investigate any allegations of misconduct or poor work performance and will make every effort to ensure that all relevant facts have been obtained and all reasonable explanations for the alleged misconduct or poor performance have been canvassed before we take any action.
- 25.3 We can suspend you on pay whilst the investigation of any alleged misconduct is taking place.
- 25.4 Before reaching a decision on any action to be taken, we will take into account your past service, past work history, and any previous disciplinary action.

## 26. Employment Relationship Problems

- 26.1 The MBIE Employment Relations Service, contactable on 0800 20 90 20, or at [www.mbie.govt.nz](http://www.mbie.govt.nz) offers a mediation service for employees and employers. The Service can provide you with information about your employment rights and obligations. If either of us have a problem to do with your employment, the Service may provide advice on resolving the problem. It can also provide a mediator who can assist in reaching a resolution. You should contact the Employment Relations Service for further information. Other services available for the resolution of employment relationship problems include:
  - a. the Employment Relations Authority
  - b. the Employment Court;
  - c. a Labour Inspector.
- 26.2 If you believe you have a personal grievance relating to your employment you must let us know within 90 days of the date the action alleged to amount to a personal grievance occurred or came to your notice. If you do not meet that deadline then either we would need to consent, or the Employment Relations Authority must allow, the personal grievance to be raised.
- 26.3 To raise an employment relationship problem you should write to us outlining (1) details of the problem or grievance; (2) why you feel aggrieved; and (3) what solution or remedy you are seeking. We will respond to your problem in writing.

## 27. Declaration

- 27.1 I have read and understood this Individual Employment Agreement and acknowledge that I have been advised of my right to seek independent advice, and that I have been given the opportunity to do so. I accept the offer of employment on the terms set out in this Individual Employment Agreement.

## SCHEDULE 1

Employee Name	:	Reza Amani
Start Date	:	22 November 2018
Place of Work:	:	Level 1, 104 Rosedale Road, Albany, Auckland, NZ
Salary	:	\$95,000 gross per annum
Reports to	:	Team Leader
Usual Hours and Days of Work	:	40 hours per week worked as we may advise from time to time, on weekdays (Monday through Friday inclusive) between the hours of 8.00am and 6.00pm.
Notice of Termination Required	:	4 weeks
Any Special Conditions	:	Teknique Limited cares for your health and pays for you to have the Wellbeing One health insurance plan from Southern Cross Health Society. Enrollment is optional.

## SCHEDULE 2

### POSITION DESCRIPTION

<b>POSITION</b>	Software Development Engineer
<b>DATE</b>	October 2018
<b>REPORTS TO</b>	Team Lead
<b>DIRECT REPORTS</b>	N/A
<b>KEY RELATIONSHIPS</b>	Team members, Project Managers, Technical Leads, Customers, Suppliers
<b>PURPOSE</b>	To develop product which meets Teknique's best practice guidelines, and results in solutions that exceed customer expectations and are delivered on time, within budget

AREAS OF RESPONSIBILITY	KEY RESPONSIBILITIES	KEY PERFORMANCE INDICATORS
1. Carry out system scoping and analysis to ensure a commercially dependable product design can be deployed	<ul style="list-style-type: none"> <li>Participate in discussions and create effectively scoped and sufficiently detailed specifications which meet business requirements and maintain the integrity of the application by using appropriate analysis techniques and through working closely with your manager and other stakeholders</li> <li>Provide effort estimates for project tasks by performing impact assessments, identifying assumptions and risks, and accurately estimating the time required</li> </ul>	<ul style="list-style-type: none"> <li>Detailed specifications are fit for purpose</li> <li>Positive feedback from manager, colleagues and team</li> <li>No surprises</li> <li>Contributes to scoping sessions in a constructive and positive manner</li> <li>Shares knowledge</li> <li>Minimal re-work</li> <li>Quality standards met</li> <li>Safety standards met</li> </ul>
2. Design and develop high quality solutions which are commercially successful	<ul style="list-style-type: none"> <li>Ensure the specified functional and non-functional requirements are translated into design artefacts that are suitable for the work environment, promote reusability, will minimize re-work, and ensure sufficient guidance is given to developers by using appropriate design techniques</li> <li>Create effective, efficient, quality source code and executables that meet functional, non-functional and design requirements/standards by performing design, coding, defect fixing and unit testing activities</li> <li>Meet or exceed the minimum requirements of development guidelines and adhere to all administrative and team standards and processes (including source control, change control, defect</li> </ul>	<ul style="list-style-type: none"> <li>Delivery completed according to the requirements and project plan</li> <li>Consistent code that follows agreed coding standards, that is reusable and stable</li> <li>Appropriate fit for purpose hardware is produced on time</li> <li>Productive and efficient use of time</li> <li>Minimal rework</li> <li>No surprises</li> </ul>

	<p>management, documentation and review processes)</p> <ul style="list-style-type: none"> <li>• Participate in discussions and collaborate in a timely manner to ensure the optimal solution is developed within the project scope</li> <li>• Produce the source code and executables in the shortest possible time without compromising agreed standards</li> <li>• Ensure developed software meets agreed quality levels (or zero defect levels) by developing effective test plans (unit, integration and system), test cases and test data that cover the functional and non-functional system requirements; executing individual tests; recording test results; and raising defects appropriately</li> <li>• Work with QA to ensure they understand the scope and can plan and execute appropriate tests</li> <li>• Ensure high quality documentation is produced as required that is grammatically sound and user friendly</li> <li>• Meet personal, team and project delivery dates through working to agreed timeframes, providing accurate estimates, highlighting any potential overruns at an early stage, and reporting progress to your manager in a timely manner</li> </ul>	<ul style="list-style-type: none"> <li>• Positive feedback</li> <li>• The documentation is prepared according to set standards regarding order, clarity, conciseness, formatting, style, terminology and is user friendly</li> <li>• Thorough and timely investigation and resolution of issues</li> <li>• Collaborates and shares knowledge</li> <li>• Quality standards met</li> <li>• Safety standards met</li> </ul>
<p><b>3. To assist in facilitating good communication and building a highly technically competent team</b></p>	<ul style="list-style-type: none"> <li>• Meet all reporting requirements</li> <li>• Continually update Jira with the status of the task on which you are working and your timesheet</li> <li>• Actively participate in work-flow and other meetings</li> <li>• Initiate timely communication and collaboration with the key internal stakeholders, to ensure you are fully briefed, you share your knowledge and actively participate to get the optimal design solution</li> <li>• Encourage a strong team environment by being approachable, receptive, sharing information and offering support and knowledge where possible</li> <li>• Spend regular time in online research, reading and participation in forums and webinars to maintain excellent technical skills</li> <li>• Provide feedback on team members for their performance development reviews</li> </ul>	<ul style="list-style-type: none"> <li>• All reporting requirements met</li> <li>• Jira up-to-date with current work status</li> <li>• Active participation in meetings</li> <li>• Productive and efficient use of time</li> <li>• Minimal rework</li> <li>• No surprises</li> <li>• Positive feedback</li> <li>• Collaborates and shares knowledge</li> <li>• Strong communication resulting in good working relationships, positive feedback and sound commercial results</li> </ul>
<p><b>4. To uphold and enhance the</b></p>	<ul style="list-style-type: none"> <li>• Maintain a high level of customer service and professional work ethics when dealing with fellow</li> </ul>	<ul style="list-style-type: none"> <li>• Positive feedback from directors, employees, clients, and suppliers</li> </ul>

<b>Teknique brand and reputation</b>	employees, clients, suppliers and other stakeholders <ul style="list-style-type: none"> <li>• Present a competent and professional impression at all times when working with Teknique's customers</li> <li>• Ensure company, customer and project information is kept confidential</li> <li>• To demonstrate the company values at all times when at work or representing the Teknique brand</li> </ul>	<ul style="list-style-type: none"> <li>• Retention of clients and suppliers</li> </ul>
<b>5. To help ensure the health and safety of all our people and all parties, at all times</b>	<ul style="list-style-type: none"> <li>• Take responsibility for, and encourage colleagues to manage risk and prevent harm to themselves, fellow workers, visitors, suppliers and customers at all times</li> <li>• Accurately report, record and investigate all workplace incidents, injuries and illnesses</li> <li>• Compliance with all relevant Health &amp; Safety legislation; participate where required in any safety audits on a regular basis and remedy any issues as soon as possible</li> </ul>	<ul style="list-style-type: none"> <li>• Promotes a positive attitude to H &amp; S</li> <li>• Effective communication of H&amp;S requirements</li> <li>• Documented evidence of effective action &amp; follow up if issues have arisen</li> <li>• No accidents</li> <li>• Complete any required training courses</li> </ul>
<b>6. Other</b>	<ul style="list-style-type: none"> <li>• To undertake any special projects &amp;/or ad hoc assignments as required to ensure the strategic expectations of the company are met</li> </ul>	<ul style="list-style-type: none"> <li>• Goes the extra mile</li> </ul>

## PERSON SPECIFICATION

PERSONAL DIMENSIONS	ESSENTIAL	DESIRABLE
<b>PERSONAL ATTRIBUTES</b>	<ul style="list-style-type: none"> <li>• Willingness to adapt and learn new skills to grow personally and professionally within the company</li> <li>• Able to work under pressure and identify and manage stress, or seek appropriate support</li> <li>• To have a passion for excellence and achievement</li> <li>• Collaborative, and a Team player</li> <li>• Reliable</li> <li>• Adaptable</li> <li>• Analytical</li> <li>• Excellent problem solver</li> <li>• Natural interest in technology</li> <li>• Attention to detail</li> </ul>	<ul style="list-style-type: none"> <li>• Willingness to adapt and learn new skills to grow personally and professionally within the organisation</li> </ul>



PERSONAL DIMENSIONS	ESSENTIAL	DESIRABLE
<b>KNOWLEDGE AND SKILLS</b>	<ul style="list-style-type: none"> <li>• Good verbal and written communication skills and able to build good relationships</li> <li>• Programming background</li> <li>• Competent at C development</li> <li>• Some C++/OO experience</li> <li>• Good Linux development knowledge (preferably embedded)</li> <li>• Scripting knowledge and experience (Bash, Python etc)</li> <li>• Understanding of Makefile's</li> <li>• Understanding and interest in electronics and hardware</li> <li>• Microsoft Office Outlook, Word; and Excel to an intermediate level</li> </ul>	
<b>EDUCATION, QUALIFICATIONS, SPECIAL TRAINING REQUIRED</b>	<ul style="list-style-type: none"> <li>• Relevant qualification or equivalent work experience</li> <li>• Ongoing professional and personal development</li> </ul>	
<b>WORK EXPERIENCE</b>	<ul style="list-style-type: none"> <li>• Minimum of 3 years relevant work experience</li> </ul>	

## Purpose of Position Description

This Position Description is intended to describe the main functions and responsibilities required of the role. It is not to be construed as an exhaustive list of all responsibilities or duties that may reasonably be required of the incumbent in this role.

Employees will be expected to perform any duties reasonably requested by the employer.

The Position Description is subject to review to reflect changing circumstances, and in consultation with the incumbent, will be amended from time to time to take account of advances in and/or variations to the service.

**Teknique Limited by:**



8<sup>th</sup> October 2018

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Ben Bodley

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Date

Founder & CEO

**Reza Amani:**

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Name

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Date