**Employment Agreement**

**Application**

**The parties**

The parties to this employment agreement are:

1. ***Fabril Solutions Limited***, the "employer".

2. ***Thota Kranthi Kumar***, the "employee".

**Position**

The employee is being employed as Telecommunications Technician (Data and Telecommunications).

**Roles and Responsibilities**

1. Reading drawings, Bill of quantity and specifications of material, survey of areas to assess locations specified for installation of networking equipment’s.
2. Checking breakdowns in networking equipment’s with the help of instruments like LAN cable tester and Multi-Network modular cable tester.
3. Installing wires and cables to IT equipment’s
4. Adjusting, rectifying and reinstating faulty items, and testing equipment using networking instruments
5. Installing cabling for telephone, pay TV, set top boxes and computer transmission
6. Installation, Testing and commissioning of overhead and underground wires and data cables required for computer networking.
7. Punching and testing of RJ45 Jacks, Krone panels and Patch panels required for putting computers and other peripherals into network
8. Installation, Testing and commissioning of Routers, Servers, ETP, ONT and other appliances for Computer Networks.

**Type of employment agreement**

The employee will start working for the employer once work visa issued and continue until either the employer or the employee ends this relationship.

The employee should have the legal right to work in New Zealand.

**Probation Period**

The first 90 days of employment will be a probation period, starting from the first day of work.

During the probation period, employer may dismiss the employee. Notice must be given within the probation period. Depending upon how long the notice period is, the last day of employment may be before, at, or after the completion of the probation period.

During the probation period, either the employee or the employer may end this agreement by giving **2 *Weeks’ Notice*** before the probation period ends. The employer would pay the employee for the work done during probation period. For serious misconduct, the employee may be dismissed without notice.

If dismissed during the trial period, the employee cannot bring a personal grievance or other legal proceedings about the dismissal. They may still bring a personal grievance if they feel the employer has treated them unfairly for other reasons, e.g. discrimination, harassment or unjustified disadvantage.

During the probation period, the employer and employee must treat each other in good faith

**Terms**

**Place of work**

The employee’s main place of work will be ***Auckland***.

The employee agrees to travel for work ***time to time upon requirements***, which may include being away overnight. This will be ***within New Zealand.***

**Hours of work**

The employee will work for minimum ***40*** hours in a ***week.***

**Breaks**

The employee is entitled for paid rest breaks and meal breaks. Breaks will be of suitable length to give the employee time out, e.g. for food, drink, rest or personal errands. Breaks will be taken at suitable times during the employee’s work. The employer will offer reasonable compensation if breaks cannot reasonably be given.

**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 should 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 professional 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 must present himself in a very nice and tidy manner,

**Remuneration and Benefits**

**Payment of wages**

The employee will be paid ***$18*** (gross) an hour.

The employee will be paid ***monthly by direct debit to the employee's nominated NZ bank account.***

The employer may change the salary payment schedule from monthly, weekly or fortnightly and will give notice in writing.

**KiwiSaver**

The employee agrees that their base pay includes all compulsory employer contributions to their KiwiSaver. The employer’s contribution will be deducted from their pay, as required, currently at a rate of 3%. The employee can fix their own monthly contribution (3%, 4% or 8%) and the employer will also deduct this from their pay. If the employee does not specify this, the default rate is 3%.

The employee and employer agree that all employer superannuation contributions will be treated as salary/wages and taxed via PAYE. The employee can cancel this arrangement in writing at any time.

The employee can opt out of KiwiSaver between 14 and 56 days after their first day of employment.

**Overtime**

Employee is entitled to work for 20hrs as overtime in a week and would be paid as per agreed hourly rate.

**Vehicle**

The employee will be provided with a vehicle for work purposes only. It cannot be used for personal travel. The vehicle must be parked ***at proper car port*** when not in use. There is no entitlement to any particular vehicle, or type of vehicle. The employer can change the vehicle at any time.

The employer will pay all maintenance and running costs of the vehicle. The employee will pay any parking or traffic fines incurred while they are using the vehicle. The employee must have a valid driver license of the relevant class, follow the employer’s vehicle policies, and comply with all relevant traffic laws.

The employer can withdraw company vehicle facility if it is no longer needed for the employee’s duties or if it has been misused, e.g. repeatedly breaking traffic laws or vehicle use policies. The employee will not be compensated.

**Pay review**

The employee’s pay may be increased based on reviews the employer carries out ***annually***. 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 of the employer only.

**Leave**

**Public Holidays**

The employer may ask the employee to work on a public holiday, but they are not bound to agree and can refuse to work if they want.

If the employee doesn’t work on a public holiday, they will get a paid day off.

If the employee works on a public holiday:

• They will be paid their relevant daily pay or average daily pay plus half of agreed hourly rate for each hour worked (time and a half).

• 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 don’t agree, the employee needs to give 2 weeks’ advance intimation to employer before taking day off.

**Annual leave**

The employee is entitled to get annual leave of ***at least 4*** weeks upon completion of 12 months working period with employer.

The employee cannot apply for advance leave.

Leave will be taken at times the employee and employer both agree. If they cannot agree, the employer will decide the dates and intimate to employee 2 weeks in advance.

**Annual closedown**

The employee must take annual leave when the business customarily shuts ***Christmas-New Year*** each year. The employer will give at least 2 weeks’ advance intimation of the closedown dates.

If the employee does not have enough annual leave to cover this period, the employer and employee will negotiate how to handle the time off. This may include the employee taking unpaid leave or leave in advance.

If the employee has worked for less than a year by the time of the closedown, they will be paid 8% of their gross earnings up to the start of the closedown.

**Sick leave**

The employee can take up to ***at least 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 inform 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 accumulate up to ***20*** sick leaves. The employer will not pay the employee for unused sick leave when their employment ends.

If the employee has availed all available sick leaves, the employer might let them apply 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 to submit medical certificate after resuming office.

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

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

**Bereavement leave**

***After six months with the employer*** employees can take up to ***at least 3*** paid days off after the death of an immediate family member, e.g. parents, child, partner or spouse, grandparents, grandchildren, brother, sister and parents-in-law.

The employee can also take ***at least 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.

**Parental leave**

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

**Leave for other reasons**

If an employee needs time off for things they must to do by law, such as jury duty or service in the Territorial and Reserve Forces, the employer will meet 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, so long as they are doing their job properly and with reasonable skill and care at the time.

This does not include expenses or liabilities faced by the employee because of:

• their own negligence

• breach of duty

• an unlawful act or omission

• or any other fault on the part of the employee.

**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 are 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 minimize harm or risk of harm.

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

**Personal protective equipment**

The work being done by the employee may involve risks to their health and safety from time to time for which personal protective equipment (PPE) must be used or worn.

The employer will provide suitable PPE, as well as training and information about how it must be used or worn, where it is stored, and how it is maintained.

If the employer agrees in advance, the employee can choose to provide their own PPE at the employer’s cost for genuine reasons of comfort and convenience. The employer must be satisfied that this PPE is suitable and:

• The employee must follow any conditions about its use laid down by the employer.

• The employer will provide training and information about how and when PPE must be used or worn, where it is stored and how it is maintained.

• The employee may, at any time, tell the employer that they no longer wish to provide their own PPE — and the employer will provide it instead.

The employee must take all reasonable care at all times when dealing with risks. They must use or wear PPE when appropriate. At all times, the employee must follow the employer’s health and safety policies and use safe and appropriate practices.

Failure to use or wear PPE as instructed 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, e.g. 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**

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 all company related information as confidential. 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 the employer unless they get written permission.

Confidential information means all information owned by 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

• detailed 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 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:

• trademarks — signs (including brand names), slogans and logos

• patents — inventions, including new products or processes, and how something is made.

**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 disclose it to 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, e.g. 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, e.g. one or more of the following:

• Ministry of Business, Innovation & Employment, 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, 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 69OI 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 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, e.g. 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 required. 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 get redundancy compensation of ***$1,000*** before tax.

However, if the employer or the new employer (in the case of restructuring as defined in section 69OI of the Employment Relations Act 2000) offer another suitable role on generally the same or better terms and conditions — or any role with terms and conditions the employee accepts — then the employee will not get redundancy compensation or other redundancy entitlements, whether they accept the role or not.

**Abandoning employment**

If the employee is away from work for ***3*** working days in a row without informing 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 finish at the end of the last day set out above.

**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: Medical**

If the employer believes on reasonable grounds that the employee is not able to do their job because of a condition, illness or injury, and will not be able to resume their job within a reasonable timeframe, the employer may end the employee’s employment by giving at least ***four weeks’*** notice.

Before doing so, the employer will:

• request medical details from the employee about their condition

• consider any information provided within a reasonable timeframe, together with any results from medical examinations they have asked the employee to take

• meet with the employee to discuss their condition and timeframes for recovery.

**Suspension**

The employer might decide to suspend the employee on pay while investigating allegations against the employee, e.g. for serious misconduct, or if a condition, illness or injury means the employee possess 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, e.g. 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 discontinue. 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, organization, 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.

**Ending employment**

The employer might end the employee’s job with reasonable cause, or the employee might resign.

Unless otherwise set out in this agreement, either the employer or the employee can end employment by giving ***four weeks’*** notice in writing.

The employer may decide to pay the employee instead of the notice period.

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 carry out during the notice period. This may include a change in duties or being paid without (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 other reason provided for 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, e.g. tools or PPE. The employee must also stop using passwords and codes for the employer’s systems.

**Acknowledgement**

**Employee acknowledgement**

***Fabril Solutions Limited*** offer this employment agreement to ***Thota Kranthi Kumar***.

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

In signing this agreement, I ***Thota Kranthi Kumar*** 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 cleared my doubts about the terms and conditions of this agreement and my employer has responded well 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: .............................................................. Date: ..........................