



STAFF HANDBOOK

for

Alisha McDonald

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STAFF HANDBOOK

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WELCOME

Welcome to **Molloy Agriculture Ltd.**

David and Sonia Molloy began the company as owner/operators in 1985 putting on their first spray unit, a J1 Bedford. At the time David had ambitions to own a high clearance self-propelled sprayer. Today Molloy Agriculture Ltd offers an experienced team of 30 and the company owns and operates eight Bateman sprayers along with seven 4-wheel drive truck units.

David is proud of his team and understands people are vital to the continued growth of the business. He plays a key role as Managing Director focusing on growth opportunities for the business and ensuring a quality focus within the company. David has a great deal of respect for their customers, many of whom have supported Molloy Agriculture Ltd since the early days. He still has a passion for farming which drives him to improve and extend the services they provide.

Henry Ross joined Molloy Agriculture in September 2022 as General Manager and handles the day-to-day management of the business. Henry comes from an extensive background in rural retail sales as well as broad agribusiness technical experience.

OUR VISION

To be the most professional agricultural spraying operation in Mid Canterbury.

OUR MISSION

To create success for our company, clients and staff each and every day.

OUR VALUES

- Communication
- Respect for one another
- Honesty/loyalty/trustworthiness
- Team player and teamwork
- Family

Our mission, vision and values underpin the strategic plan, which defines our brand and establishes the direction of the business.

We want all of our team to believe in, understand, respond to and take pride in our vision, mission and values.

We believe satisfied Customers come from satisfied Employees.

We believe we are more effective as a team than as a group of individuals.

Customers are the focus of everything we do - our work must be done with our Customers in mind, providing better products and services than our competitors.

Employee involvement is our way of life - **we are a team**. We must treat each other with trust and respect. Integrity is never compromised - The conduct of our Company must be pursued in a manner that is socially responsible and commands respect for its integrity and for its positive contribution to the community.

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THE STAFF HANDBOOK

This manual has been written to help you understand not only your role, but everybody else's within Molloy Agriculture.

This manual is designed to provide two objectives:

- What you can expect from the Employer.
- What the Employer can expect from you.

This Manual is not a contract but sets out the way in which you will need to work and the standard required from you. A copy of this Manual is issued to you as part of your employment pack when you are offered a position with the Employer. You will also sign off a form confirming that you have read, understood and accept the rules and policies of the Employer as documented.

If you don't understand anything, please bring your concerns to the attention of the Employer prior to signing off on this document.

The Employer reserves the right to change, alter, update or delete all or any part of this Manual without consultation. Any changes made will be communicated to all Employees by way of email or specific memo.

POLICIES

1. ABANDONMENT

If you are absent from duty without notification and continue to be absent for a consecutive period of not less than two working days without good cause (an example of a good cause would be unexpected hospitalisation), then your employment may be terminated on the grounds that you have abandoned your employment.

The Employer acknowledges that before an Employee is deemed to have abandoned his/her employment, the Employer will take reasonable steps (telephone and writing to the address provided by the Employee) to warn the Employee that the Employer intends to rely on this clause, in the event the Employee fails to contact or attend for work.

The Employee agrees that throughout the term of employment, the Employee shall keep the Employer informed of the Employee's current home address and contact telephone number and provide another person's emergency contact phone number.

It is your responsibility to keep us informed of your current address. If we do not hear from you in response to our communications, the company may conclude that you have abandoned your employment (effectively resigned from your employment)

2. ACC CLAIMS

Where an ACC claim form is completed the Employee shall be responsible for providing a copy of the claim form to the Employer as a matter of urgency and at the earliest opportunity.

In the event that the Employee fails to comply with this clause or any other reporting requirements as set out by the Company from time to time then the company reserves the right to dispute any claim on the Company by ACC or the Employee.

Employees are covered under the Accident Insurance Act whilst at work.

All accident, injuries, hazards or injuries sustained in the work environment are to be reported immediately regardless of the severity.

Your Manager can assist you in completing an accident/injury report form and ensuring that you receive proper and adequate attention.

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It is your responsibility to inform your Manager of an accident or any injuries at the time of the incident. An injury and incident form can be located from the office.

You should note all relevant details of any accident or injury, such as:

- Name and job title
- Date and time
- Location of the accident or injury happened
- The nature of the accident/injury and what parts of your body were affected
- Any witness to the accident or injury and
- Date you notified your Employer

The accident/injury report records all the facts about the incident. The report also enables the Employer to prevent further accidents or injury within the workplace.

New Zealand has accident compensation legislation, which provides cover and statutory entitlements to you in respect of work-related personal injury and all other personal injury.

You must notify the Employer within one working day of filing any accident insurance claim with the Accident Compensation Corporation (ACC).

It is necessary that you provide us with a copy of all the relevant forms and copies of any such other documentary evidence and medical certificates as may be required from time to time relating to your application and continued eligibility for compensation, in addition to any information that may be required in accordance with the terms and conditions of your employment.

If you suffer a work-related accident, the first week of absence will be paid by the Company at the rate dictated by the ACC Act. The Accident Rehabilitation and Compensation will pay any absence beyond the first week.

If you suffer a **non-work related accident**, the first week of absence will be your responsibility. Any absence beyond the first week will be paid according to the ACC regulations.

3. ACCIDENT REPORTING

Duty to Report Accident / Injury

The Employee is required to report all accidents/injuries however minor arising out of or in the course of his/her employment to the Employer. All accidents, injuries and near-misses are to be reported on the Injury and Incident Forms. Failure to follow the Employer's policy in this regard may result in dismissal.

Accident / Injury Reporting Procedure

All accidents/injuries which arise out of or in the course of employment must be reported to the company as soon as practicable after the accident occurs and before the end of the Employee's normal working day.

The following information must be provided, as required by the Health and Safety in Employment (Prescribed Matters) Regulations 1993:

- The place of work (including a reference to every relevant shop, shed, floor, building, street number, street, locality, suburb, and postal address);
- The time and day of the occurrence and, where it was during a shift, the shift;
- The nature of the occurrence;
- The cause of the occurrence;
- Any investigation carried out;
- Any significant hazard involved;
- In the case only of the occurrence of harm to any person;
- The person's name, residential address, date of birth, and sex;
- Whether the person was an Employee;
- If the person was an Employee, the person's occupation or job title, and length of employment by the Employer, and the time between the person's arrival at work and the occurrence of the harm;

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- The treatment the person was given (whether at the place of work or elsewhere);
- The part or parts of the person's body harmed;
- The nature of the harm;
- The name and position of the person recording the details.

The Employee shall notify the Employer within one working day of filing any work-related claim with ACC.

The Employee shall also provide the Employer with a copy of the appropriate form by which the application was made to ACC, and copies of any other documentary evidence and medical certificates that are provided to ACC from time to time relating to the Employee's continued eligibility for ACC compensation.

Accident Prevention

Education and meetings outlining hazards and accidents can help reduce and prevent most accidents in the workplace. It is a policy of the company to avoid injuries and accidents wherever practicable. Time and effort have been spent to ensure your workplace is as safe as possible. If an accident should occur it is important that procedures are followed to prevent future accidents.

4. ANNUAL LEAVE

At the end of each completed 12 months of continuous employment with Molloy Agriculture, an Employee is entitled to four weeks annual leave.

Timing of Annual Leave

A minimum of **four** week's notice must be given. Alternative holidays, granted for working statutory holidays can be arranged with a shorter period of notice, but must be applied for in the same way, using the same form.

Employees are encouraged to take their annual leave in the year that it falls due. It is a manager's responsibility to ensure that an Employee takes regular leave for rest and recreation purposes.

Due to the busy nature of the season annual leave will not be granted from **20th December to the 6th January** except in exceptional circumstances where arrangements may be made with the Employer.

An Employee is to provide reasonable notice of their intent to take leave. The Employer should not unreasonably refuse an Employee's request to take annual leave. An Employee should be mindful of the Employers operational requirements to assist it with being able to approve leave requests.

If an Employee and the Employer are unable to agree on when an Employee can take their leave, the Employer may give an Employee not less than fourteen days written notice of the dates when the leave will be required to be taken.

All Employees must complete a leave application form when applying for leave. All leave must be approved by the Employer before the leave is taken.

Cashing up of 4th week of Annual Leave

The Employer has determined that **it will consider** any requests from Employees for annual leave entitlements to be "paid out".

- A request must be in writing on the **'Request for Annual Leave to be paid out' Form**.
- Requests can only be made for **one full week** of the Employee's annual entitlement in each entitlement year to be "paid out". Requests for single days will not be considered.
- An entitlement year is defined as beginning on the anniversary of the Employee's employment. An Employee who becomes entitled to annual holidays on their anniversary date is able to request cash up of one week of their annual holidays during the 12-month period of their entitlement year that runs from that point.
- Cashing up annual holidays can only be at the Employee's request.

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- Any request must be considered by the Employer within a reasonable time and may be declined. The Employee must be advised of the decision in writing and the Employer is not required to provide a reason for their decision.
- If an Employer agrees to pay out a portion of the Employee's annual holidays, the payment should be made as soon as practicable, which will usually be the next pay day.

5. APPOINTMENTS

If you need to make an appointment with a Dentist, Doctor, Lawyer etc please arrange for such appointment to be made outside of your work hours.

6. APPEARANCE AND PRESENTATION

It shows when people take pride in their appearance and are conscious of the image they present. This is particularly important as it also indicates your commitment to the high standards of service and quality set by the Employer.

All Employees are required to present themselves for work in a clean, professional, well-groomed and hygienic fashion. Employees reporting to duty who do not meet the standards specified may not be allowed to commence their shift.

7. BEHAVIOUR PROTOCOLS

Professional Standards

It is our policy that no one compromises their professional standing by being vulgar, obscene or abusive or being unnecessarily confrontational or causing any form of discomfort, embarrassment or offence to customers, clients or visitors etc. This is a fundamental condition of employment and extends to the use of language, gestures, dress, body language and all forms of communications, verbal or otherwise between employees and customers, clients, visitors and each other.

It is prohibited to:

- Use profane / obscene language in any circumstance.
- Use any form of sales pitch, barter, spiel, chatter, gestures etc. with customers in any part of the business either as a vehicle for smutty, vulgar, obscene, raunchy, suggestive etc. talk of any kind or for any other purpose.

8. BULLYING AND WORKPLACE HARASSMENT

Molloy Agriculture aims to provide a safe, healthy and rewarding work environment for its Employees. Harassment and/or bullying will not be tolerated within the Company.

The aim of this policy is therefore to reaffirm that Employees should have a harassment/bullying-free environment which enhances their ability to engage in their normal work activities and work in a harmonious environment.

The full Bullying and Workplace Harassment Policy is held in Safe Ag Systems, should you wish to reference a copy of the complete Policy.

9. CARPARKING

During your induction you will be shown where you are allowed to park. Parking is at your own risk and you are advised to leave your vehicle locked at all times.

10. COMPANY PURCHASES / PURCHASE ORDERS

Only authorised persons may purchase supplies in the name of the company.

Any purchase on behalf of the company must be made by use of a Purchase Order, signed by the relevant authority.

When an order is placed using our order system, it is expected that the amount quoted for the services or goods will be noted on both the supplier copy and our own duplicate.

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No Employee whose regular duties do not include purchasing shall incur any expense on behalf of the Employer or bind the company by any promise or representation without written approval.

Employees are strictly forbidden to make purchases in the company's name for personal use.

11. CONFIDENTIALITY

Employees shall not, either during the term of their employment with the company or thereafter, except in the proper course of performing their obligations under their employment agreement, divulge any information concerning the business or finances of the company or any of its dealings, transactions or affairs, or those of its clients or suppliers, which may come to an Employee's notice or knowledge during the performance of the Employee's work, or in any way incidental to their work.

12. CUSTOMER QUERIES

ALWAYS remember when you deal with a dissatisfied Customer you are **Molloy Agriculture**.

- **LISTEN** to the Customer - don't interrupt and don't take it personally.
- **KEEP CALM** and **COOL**.
- **EMPATHISE** - put yourself in the Customer's shoes.
- Take **ACTION** and **SOLVE** the problem. Be positive. Involve other staff including your Manager or Supervisor if necessary.

Bring the incident to a polite close. **THANK** the Customer using their name, where possible.

Go the extra mile with **FOLLOW-UP**. Make it happen and help convert that dissatisfied Customer into a satisfied one by resolving the complaint quickly yourself or ensuring it has been resolved by your **Manager**.

Customers enjoy QUALITY SERVICE.

13. DISCIPLINARY PROCEDURE

Procedures for Investigating and Determining Substandard Performance / Misconduct or Serious Misconduct.

INTRODUCTION

The following clauses set out the agreed reasons and procedure for termination of the Employee's employment with the Employer for substandard performance/misconduct or serious misconduct.

DISCIPLINARY INVESTIGATION PROCEDURE

During the investigation process the Employee has a right to be represented either by a support person, a witness or an Advocate.

In the case of alleged serious misconduct the Employee(s) may be stood down without deduction from wages and be required to be available for discussion. A stand down is not a disciplinary measure.

There will be a prompt and thorough formal investigation by the Employer or nominee. The investigation to be open and transparent and follow a path of natural justice. Discussions may be held with all persons considered to be able to assist.

The Employee(s) alleged to have committed the behaviour or breach notified will be notified of the allegations in writing and receive a copy of all relevant documentation before being given an opportunity to provide an explanation.

- If any further investigation is required as a result of this investigation and the Employee's response, then the meeting and decision will be adjourned to allow this to be completed;

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At the conclusion of the investigation:

- If the Manager or his/her nominee determines that misconduct is not proven then no further action will be taken.
- If the Manager or his/her nominee determines that misconduct is proven, then the appropriate provisions of the Disciplinary Procedure will be applied.

REPRESENTATION

- The Employee is entitled to a representative or support person at any stage in the above procedure. It is the Employee's obligation to obtain and pay for his/her own representative.
- The Employer is entitled also to have a representative present at any stage in the above procedure and to tape record any meetings with the Employee.
- Meetings may otherwise be recorded by the Employer in memorandum form.
- The Employee will be entitled to receive a copy of such transcript of a tape or notes of such meetings, if requested.

SUSPENSION

- Where there appears to have been serious misconduct, the Employer may elect to suspend the Employee's employment on full pay.
- Before the Employer elects to suspend an Employee's employment, the Employee will be given an opportunity to explain the circumstances, after which a decision will be made as to whether suspension is appropriate or not.

SUBSTANDARD PERFORMANCE/MISCONDUCT PROCEDURE

Step One: Verbal/Oral Warning

- A verbal/oral warning will be issued in cases of substandard performance or misconduct by the Employee.
- The Employee will be advised of the alleged substandard performance or misconduct and provided with an opportunity to respond before a decision is made by the Employer.
- This verbal/oral warning will be valid for 12 months. The Employer will record this warning in writing and a copy will be held on the Employee's personal file.
- The Employee will be provided with an opportunity by the Employer in which to improve. Where the Employee and the Employer agree, further training and/or supervision will be provided to assist the Employee to improve his/her performance.

Step Two: First Written Warning

- A first written warning will be issued in cases of persistent substandard performance or misconduct where the Employee has previously been verbally/orally warned, or for substandard performance or misconduct if sufficiently serious to warrant bypassing the verbal/oral warning step.
- The Employee will be advised of the alleged substandard performance or misconduct and provided with an opportunity to respond before a decision is made by the Employer. This warning will be valid for 12 months.
- The Employee will be provided with an opportunity by the Employer in which to improve. Where the Employee and the Employer agree, further training and/or supervision will be provided to assist the Employee to improve his/her performance.

Step Three: Final Written Warning

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- A final written warning will be issued in cases of continued and persistent substandard performance or misconduct where the Employee has previously been verbally/orally warned and/or received a first written warning, or for substandard performance or misconduct if sufficiently serious to warrant bypassing either of the first two steps.
- Both the Employee and the Employer will be entitled to have a representative present at this stage of the procedure. The Employer will advise the Employee in advance of the meeting as to the issues of alleged substandard performance and/or misconduct to be discussed. The Employee and/or his/her representative will have an opportunity to respond to those issues before a decision is made by the Employer.
- If a final written warning is given, then the Employee will be advised that if he/she does not improve, that dismissal may result. This warning will be valid for 12 months.
- The Employee will be provided with an opportunity by the Employer in which to improve. Where the Employee and the Employer agree, further training and/or supervision will be provided to assist the Employee to improve his/her performance.

Dismissal

- Where, after a reasonable period of time, the Employee fails to improve, despite receiving a final written warning, the Employer may decide in its discretion to dismiss that Employee.
- Where the Employer considers an Employee has not satisfactorily improved, then a final meeting will be held, with the Employee and any representative present, to allow the Employee to give an explanation. The Employer will then make a final decision, taking into account the Employee's explanation, as to whether or not dismissal is appropriate.
- Where the Employer decides to dismiss an Employee, that Employee will be advised, first verbally by the Employer, and then followed up in writing, with the reasons as to why this action has been taken.

MISCONDUCT

The following are examples of acts, omissions or other conduct which may, depending upon their severity, amount to misconduct:

- Persistent failure to achieve performance standards
- Disrupting the workplace by acts of undesirable behaviour or horseplay and disrupting any other Employee from carrying out that Employee's duties
- Unauthorised absence from work
- Inadvertent failure to declare a conflict of interest
- Any act which is likely to but does not actually diminish the good reputation of the Employer (acts that actually diminish the Employer's reputation may amount to serious misconduct)
- Misuse of work time through accessing non-work related websites (other than accessing pornographic websites, which is liable to be dealt with as serious misconduct)
- The use or creation of offensive screensavers
- Any act or omission which, while not being serious misconduct, has a significant effect on the Employee's ability to carry out the duties of the Employee's position
- Any other act or omission which, while not specifically covered by the foregoing classes of misconduct, is of a similar nature
- Failing to comply with company policy and procedures.

SERIOUS MISCONDUCT

The Employer may terminate the Employee's employment without notice or payment in lieu of notice for serious misconduct. Serious misconduct will include, but is not limited to, serious or gross negligence and incompetence.

Serious misconduct is behaviour that deeply impairs or is destructive of the basic confidence or trust that is an essential part of the employment relationship. The degree of serious misconduct will result in the appropriate disciplinary action, which in all cases will be a matter of fact and the individual circumstances.

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Serious misconduct includes but is not limited to the following:

- Unauthorised discounting to customers or staff.
- Failing to comply with company cash handling procedures. This includes negligence when dealing with cheques, eftpos, promotions etc.
- Unauthorised possession or wilful destruction of company property.
- Unauthorised possession of another staff member's personal property.
- Fighting and/or verbal abuse of another Employee, client, or client on company premises or when attending company functions.
- Deliberate acts of disobedience, negligence or acts of incompetence, which affect safety, quality or the good conduct of business.
- Refusal to perform normal duties or refusal to comply with lawful and reasonable instructions of a supervisor.
- Unauthorised possession or consumption of alcohol on company premises; or reporting to work in a condition of intoxication that the Employee is unable to perform duties properly or safely.
- Flagrant disrespect to customers or staff members.
- Possession or use of illegal drugs on company premises.
- Falsification of medical certificates, time sheets, character references application forms or any document presented to or belongs to the company.
- Persistent unauthorised absence from work.
- Sleeping during working hours.
- Smoking in restricted areas.
- Using abusive language to customers, managers, supervisors or other staff.
- Deliberately disobeying or ignoring any of the policies and procedures documented in this manual.
- Causing loss to the Employer through negligent actions or omissions, including improperly disclosing confidential information.
- Working unsafely and/or failing to observe safety rules.
- Failure to report to Management any fire which may have occurred, or the use of fire protection equipment for any reason.
- Failing to report an accident or incident involving the property or person of a staff member, client, or member of the general public whether damage or injury results from it or not.
- Using the services of people who have not been approved by the Manager to carry out company duties or functions.
- Misrepresenting or using the company for personal gain.
- Unauthorised written or verbal disclosure of Company information to third parties.
- The unauthorised removal misuses or abuse of fire protection or safety equipment.
- Gambling on the premises.
- Serious misconduct of a criminal nature.
- Any breach of staff or company purchasing procedures.
- Sexual harassment of another Employee, client or company representative.
- Any other conduct which is deemed by Management to be serious enough to affect the operational requirements of the business or creates a serious breach of trust between Employer and the Employee.

All allegations of serious misconduct will be fully investigated and the disciplinary process as outlined in this document will be followed unless in the circumstances such procedure is not necessary.

Should serious misconduct be established to the point where serious disciplinary action is required the Employer shall notified the Employee in writing:

- The seriousness of the situation
- The result of the Investigation
- The need for a disciplinary meeting
- The fact that the Employee's continued employment may be in jeopardy
- The Employee's right to be represented at the disciplinary meeting
- Listen and consider any further explanations put forward by the Employee

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The Employer will as a fair and reasonable Employer give full consideration to all relevant factors before any final decision as to penalty is made.

OBLIGATIONS UPON TERMINATION

- Upon termination of his/her employment from the Employer for whatever reason, the Employee shall:
- Immediately deliver up all Employer records;
- Not retain in his/her possession or control any copies of records or Employer property; and
- Immediately return any other property (including, but not limited to, items of uniform, security keys, vehicle keys and tools) to the Employer in good condition, fair wear and tear excepted.
- The Employee authorises the Employer to deduct from his/her pay any monies legally due and owing by him/her to the Employer, pursuant to the Wages Protection Act 1983. The Employee's final pay shall be paid on the day of termination or as soon as is practicable thereafter.

14. DRUG & ALCOHOL

At Molloy Agriculture we are committed to proactively managing a safe working environment. This Drug and Alcohol Policy forms a framework as part of that commitment for ensuring that drugs and alcohol do not impinge on an Employee's ability to work effectively and safely and to travel safely. Molloy Agriculture is concerned about the health and wellbeing of its Employees and those around them who may be affected by their actions.

The full Drug & Alcohol Policy is held Safe Ag Systems, should you wish to reference a copy of the complete Policy.

15. EMAIL AND THE INTERNET

The Internet is to be used sensibly as a business resource not as a means of relaxation, personal commerce and/or entertainment while at work.

The Internet must not be used to disseminate or access objectionable material. "Objectionable material" covers a wide range of possibilities, hence the Company's policy is that anything not directly related to Company business that is taken or displayed or transmitted or printed or in any other way made available by an employee is objectionable.

Allowing "objectionable material" to appear on any PC screen and storing, printing or displaying such material is considered to be misconduct, subjecting you to disciplinary action possibly including termination of employment. In addition, civil or criminal charges may occur.

The downloading of personal software onto any PC is not permitted, and doing so will be considered to be serious misconduct, subjecting you to disciplinary action.

16. EMPLOYEES AMENITIES

Employee's amenities are to be kept in a clean and tidy state by Employees at all times. All plates and glasses are to be returned to their origin. If you use the microwave oven please cover your food with a lid, otherwise clean the microwave after use. Please be considerate of other Employees who also use these amenities.

The Company provides tea, coffee, milk and sugar for the refreshment of staff.

Milk is provided as a mixer and not for consumption on its own.

The staff room is to be checked and cleaned up after you leave each break. This room is for your use.

Please respect the facilities we provide.

17. EMPLOYEES SMOKING POLICY

Pursuant to the provisions of the Smoke-free Environment Act 1990 and the Smoke-free Environments Amendments Act 2003, company premises including all internal and external environs are to be totally smoke free other than the designated external smoking area. All staff and visitors must comply with these restrictions. Failure to do so will be regarded as serious misconduct and may result in summary dismissal.

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The purpose of the Smoke Free Environment Act 1990 and its amendments is to protect, so far as is reasonably practical, the detrimental effects of smoking on the health of any person who does not smoke or who does not wish to smoke, inside any workplace or in certain public enclosed areas and associated environs.

Policy Details

Smoking is not permitted by any staff member outside of official break times including all external environs (**except for the designated smoking area**). The prohibition on smoking applies to any internal area within or on a building occupied by the company and usually frequented by Employees or volunteers during the course of their employment.

This includes areas such as the office, corridors, staffroom, toilets, car parks, fire exits and in work vehicles but excludes the designated external smoking area.

The designated smoking area is the **veranda off the old staffroom**.

Smoking whilst in the designated area must be well out of sight of customers and public while representing the Company.

Employees, after smoking cigarettes must wash hands and use hand sanitiser. Smokers must supply and use mints after cigarettes.

Employees must be 18 or over to use the designated smoking area.

If you require assistance to either control your habit or to quit smoking completely, assistance is immediately available by **contacting the Smoking Quit-line** on:

QUIT- LINE 0800 778 778

The **Quit-line** is a national telephone help line that provides advice to callers who wish to quit smoking. In addition to support and advice from **Quit-line** advisers, subsidised nicotine patches and gum are available for up to eight weeks.

18. EMPLOYMENT AGREEMENTS

An Employment Agreement is an agreement between the Employer and Employee pursuant to the Employment Relations Act 2000 and amendments.

Our Agreement clearly sets out the intentions of the parties' involved and full details of the employment relationship under which you are employed.

The Employer has a duty to:

- Pay Employees wages.
- Provide work as agreed.
- To take reasonable care for the Health and Safety of Employees.
- Act in good faith on behalf of Employees.
- To behave in a manner that builds a relationship based on mutual trust and confidence.
- To act fairly and reasonably.
- To give adequate opportunity to ask questions.

The Employee has a duty to:

- Work in a competent manner.
- Obey lawful instructions.
- Work in accordance with laid down Policy and Procedure.
- Provide faithful service, honesty, reliability and confidentiality as may be required.
- To behave in a manner that will not damage the relationship of trust and confidence with the Employer.
- To treat all contacts with Customers as their priority duty.

19. FIRE PREVENTION

STAFF HANDBOOK

As an Employee you share a duty with the company to help prevent fire.

Always be aware of the danger of fire.

- Never smoke in unauthorised places.
- If there are small fan heaters in your area never leave them switched on and ensure that there are no items left close to them.
- If you are the last person to leave your work area or office, always spend a moment checking that equipment that should be switched off is off and lights are not left on unnecessarily.
- Report any faulty electrical problem to your Manager.
- Never use damaged electrical cables.

20. FIRE SAFETY AND EVACUATION

The location of the fire extinguishers is indicated by signs, and instructions for their use is on each fire extinguisher. It is recommended that you familiarise yourself with this information.

Fire extinguishers have a step-by-step guide attached to the wall above to help you understand what to do in the case of an emergency. It is recommended that you familiarise yourself with this sheet from time to time.

In the event of a fire or discovery of smoke please follow the plan of action below:

Immediately notify the **Fire Department on 111** stating:

- your name;
- your exact location; and
- the exact location of the fire.

The evacuation plan should be commenced as soon as the alarms are heard.

In case of an emergency, please:

- alert everybody in your work area;
- leave the building when the emergency alarm is sounded, whether you know the alarm is genuine or fake;
- follow the instructions of management or the supervisor in charge;
- do not re-enter the building; and
- remain calm and do not take risks.

Should it be necessary to evacuate the premises the meeting point for all Employees is as indicated on the emergency plan.

21. HEALTH AND SAFETY

The health and safety of our Employees and our customers on company premises is of utmost concern. It is the policy of the Employer to constantly strive for the highest possible level of safety in all operations and to comply with all health and safety laws applicable to our business.

All Employees must comply with all relevant legislation including the Health and Safety in Employment Act 1992. There are significant penalties if you or the company breach health and safety legislation. Please report any hazards in the workplace or any unsafe or unhygienic working conditions to your Manager immediately.

It is critical that safety procedures are observed by all Employees at all times. This includes the use of protective clothing and equipment where appropriate and ensuring that all work areas are left clean and tidy at all times.

The first person to benefit from your observance of the **SAFETY** rules is yourself.

Molloy Agriculture is committed to taking all practicable steps to:

- Provide and maintain a safe work environment.

STAFF HANDBOOK

- Establish and insist upon safe methods and practices at all times.
- Ensure that safety shall take precedence over expediency or short cuts at all times.
- Ensure that Employees take responsibility to work in a safe, sensible manner and not take unnecessary chances that could cause injury to themselves or others.

Molloy Agriculture Health & Safety Vision is – “We will all have a safe workplace”.

We believe that:

- No business objective will take priority over health and safety
- All incidents are preventable
- Whilst management have ultimate accountability, we all have responsibility for health and safety.
- All personnel have the responsibility to stop any job they believe is unsafe or cannot be continued in a safe manner.

To achieve this we will:

- Maintain and continually improve our Health, Safety and Environmental Management System.
- Clearly define Employer and Employee responsibilities
- Proactively identify hazards and unsafe behaviours and take all steps to manage these to as low as reasonably practicable.
- Set targets for improvement and measure, appraise and report on ‘Our Performance’.
- Assess and recognise the health and safety performance of Employees and Contractors.
- Consult and actively promote participation with Employees and Contractors to ensure they have the training, skills, knowledge and resources to maintain a healthy and safe workplace.
- Accurately report and learn from our incidents.
- Support the safe and early return to work of injured Employees.
- Design, construct, operate and maintain our assets so that they safeguard people and property.
- Require our Contractors to demonstrate the same commitment to achieving excellence in health and safety performance.
- Comply with relevant legislation, regulations, and codes of practice and industry standards.

22. HOURS OF WORK

Our normal working hours are usually worked between 8am to 5pm Monday to Friday.

Individual hours of work will have been discussed with you upon employment and are relative to your specific position and as outlined in Schedule A of your Individual Employment Agreement.

Meals and tea breaks are staggered and the times depend on where and when you work and the needs of the business.

Employees will be entitled to the following paid rest breaks and unpaid meal breaks:

- one paid 10-minute rest break if their work period is between two and four hours;
- one paid 10-minute rest break and one unpaid meal break if their work period is between four and six hours;
- two paid 10-minute rest breaks and one unpaid meal break if their work period is between six and eight hours.

23. IMMIGRATION LAW COMPLIANCE

The company employs only those entitled to work in New Zealand.

The company may require you to produce evidence of your entitlement to work in New Zealand. (New Zealand birth certificates, residency permits, work permits and student permits with appropriate variation of conditions, are acceptable).

If your entitlement to work in New Zealand expires, the company is unable to employ you. If the company requires you to produce evidence of your entitlement to work in New Zealand, and you are unable to do so, your employment will be terminated.

STAFF HANDBOOK

24. INFORMATION COMMUNICATION & TECHNOLOGY OBLIGATIONS

The Employee must comply with all policies and procedures established by the Employer with regard to Information and Communication Technology, Information Systems, email, intranet, and internet use (and as may be amended and notified from time to time) and take all possible steps to protect the Employer's systems from computer viruses and malware, complying with all the Employer's antivirus checking requirements).

The Employer's computers, mobile storage devices, internet, email or any other communications systems or devices are for business use only and the Employee must not exchange data with any other device or network without the Employer's prior written approval.

Personal use of the Employer's computers, communications or mobile storage devices, email, internet is strictly forbidden

Where the Employee wishes to use computers, communications or mobile data storage devices which are not supplied by the Employer, in the course of employment, the Employee must not connect those devices to the Employer's network or store the Employer's data on such a device without the Employer's prior written approval.

All electronic information stored or used in the course of the Employee's employment (including information stored or used from a computer, communications or mobile storage device) may be monitored and may be accessed or intercepted and read by the Employer (or the Employer's agent) including any matters that the Employee believes he has deleted, for the purpose of ensuring compliance with this policy.

The Employee must not download, install or allow to be installed any non-work related third party software applications on to the business computers or communications devices without the Employer's prior written approval.

The Employee must not disable or uninstall any software applications, on any device provided by the Employer for use in connection with the business.

The Employee must not copy licenced or protected software.

25. KIWISAVER

KiwiSaver is a voluntary savings initiative that makes it easier for you to save for the future. If you choose to join, contributions are deducted from your pay at the rate of either 3%, 4%, 6%, 8% or 10% and invested for you in a KiwiSaver scheme. It is compulsory for the Employer to commence deducting KiwiSaver contributions from your first wage or salary payment. Only you as the Employee can elect to continue or opt out of KiwiSaver.

If you choose to opt out, you cannot do this until you've been in your job for two weeks (14 days). However you must opt out within eight weeks (56 days) from the day you start your new job. If you don't opt out in this timeframe you'll remain a KiwiSaver member and deductions will continue to be made from your pay.

You're able to withdraw your savings when you're eligible for NZ Super (or after five years' membership, whichever is later). You can withdraw your savings earlier in certain circumstances. You can also take a break from savings, called a contributions holiday, after 12 months (or earlier in cases of financial hardship).

Molloy Agriculture will provide a new Employee with a KiwiSaver Information Pack. It is the responsibility of the Employee to advise the Employer of their decision to continue or opt-out of KiwiSaver.

More details relating to KiwiSaver are available on www.kiwisaver.govt.nz.

26. MAIL

The Company does not accept responsibility for the delivery or loss of personal mail addressed to you care of the Employer.

27. MEDICAL / EMERGENCY PROCEDURES

STAFF HANDBOOK

In the interests of both your safety and that of our customers, please ensure that you are familiar with the procedures for evacuating the workplace, and your responsibilities in emergency situations. It is important to know where the hose reels, fire extinguishers and fire blankets are located. It is necessary for all Employees to attend fire and emergency evacuation drills.

First Aid is available to all Employees and customers in the event of a medical illness or injury on the Employers premises. All Employees should be familiar with the location of the First Aid kit and the First Aid Officer.

The first priority is to ensure the injured person is attended for their injuries. Management must be notified immediately to enable assistance to the injured person(s) to be coordinated.

As and when appropriate (and physically possible) the injury must be recorded in detail and all information, records, etc. made available to the Manager and HR to assist with any follow-up arising from the accident/incident. No liability is to be acknowledged under any circumstances.

- Ensure all Employees observe safe practices, rules and instructions related to efficient handling of their work.
- Ensure all Employees use appropriate protective clothing and equipment.
- Reduce the opportunity of any unforeseeable hazard, which may result in fires, security losses, damage to property, personal injury or illness by maintaining an awareness of likely consequences of our actions.
- Identify hazards and eliminate them, or isolate them if they cannot be eliminated, or minimise them if they cannot be isolated.
- Comply with all legal and recognised safety codes as set down by the Government and local by-laws.

It is company policy to take all practicable steps to ensure the safety of Employees while at work and to ensure that no action or inaction of any Employee while at work harms any other person. All Employees are also expected to be equally conscientious about workplace safety. Employees must take all practicable steps to ensure their own safety and that of others. This includes utilising proper work methods, being aware of potential hazards, reporting potential hazards and accidents immediately to the Manager.

28. PERFORMANCE AND PERFORMANCE REVIEWS

In addition to the daily tasks, which are a part of your normal job assignment, you may be asked to help with other work important to the successful operation of your department or the company in general. If asked to participate, your assistance will be expected.

The Employee agrees to participate fully in any formal performance appraisal programme that shall be conducted by the company. Various business strategies formulated by management to enhance productivity will also be fully participated in by Employees. This may include the setting of goals of individual Employees to help achieve such productivity.

The Employee's performance will be reviewed every 12 months.

Supervisors and Employees are strongly encouraged to discuss job performance and goals on an informal day-to-day basis. It is vital that staff are given constant feedback and are recognised for positive and proactive performance. If necessary, staff should be given guidelines to suggest improvements. Your supervisor will keep you updated regularly to avoid any situations that may arise from a lack of communication.

In reviewing your performance, we will take into account such things as:

- Your efficiency and competence in carrying out the duties, and in meeting any established standard or goals;
- The quality of your relationship with other staff, clients, customers and any other persons you might interact with during the course of your duties.
- Other personal attributes (including initiative, versatility, judgment, and productivity);
- Efforts you have made since the last review to develop your work related skills;
- Any other arrangements which may have been set in place between you and us regarding your work performance.
- You will be given a copy of the completed review if requested.

29. PERSONAL PROPERTY

STAFF HANDBOOK

The Company does not accept any liability for personal property brought into the work place.

30. PERSONNEL RECORDS

It is important that up-to-date records are kept of your personal details. Please ensure you advise the company of any changes to your address, telephone numbers or emergency contacts as well as any additional experience or qualifications gained.

31. PUBLIC HOLIDAYS

If the Employee works on a public holiday and that day would be the Employee's normal day of work, then in addition to payment at 'time and a half', the Employee is entitled to an alternative holiday (which will be paid when taken at the Employee's relevant daily pay).

If the Employee does not work on a public holiday, and that day is not a normal working day for that Employee, then the Employee is not entitled to any payment for that day and is not entitled to an alternative holiday.

Employees must work on Public Holidays when requested to do so by the Employer if that Public Holiday is a normal working day for the Employee.

The Employer will give the Employee reasonable notice if the Employer requires the Employee to work on a public holiday.

The Employer has determined that it will not enter into any agreements to transfer the observance of any public holidays

32. PUNCTUALITY / TARDINESS OR ABSENCE

Work schedules and workloads require that only a certain number of people are employed for each area of the business. When an Employee is late or absent, it increases the workload of others causing inefficiencies in the system of work.

If you know in advance that you will be late or absent, you must inform your Manager as early as possible, so that other arrangements can be made. If you are late or absent for work, disciplinary action including termination of your employment may occur.

Any Employee reporting sickness must do so directly by person via phone to the Manager. Please attempt to give ample notice, a minimum of two hours, in the event of sickness so that arrangements can be made to find a replacement for your shift. Text messages are not acceptable.

33. REHABILITATION AND RETURN TO WORK

To outline the process for an Employee of Molloy Agriculture to return to work following either an injury or long-term illness or other rehabilitation (in line with the Health and Safety at Work Act 2015 and Accident Compensation Act 2001).

The full Rehabilitation and Return to Work Policy is held in Safe Ag Systems, should you wish to reference a copy of the complete Policy.

34. REMUNERATION

Your rate of remuneration is outlined in **Schedule A** of your Individual Employment Agreement. Your Agreement also contains details of when and how you will be paid.

In the event of an overpayment of remuneration, we may recover the amount of overpayment provided you are given written notification of the intention to recover the overpayment and the amount to be recovered.

If there is an error in your payment, you should report it immediately.

Salaries are paid fortnightly.

Salaries are paid by a single direct credit to your bank account or as agreed with the Employer.

STAFF HANDBOOK

Our pay week is from Monday to Sunday.

Your pay will be direct credited to a single bank account by the following Wednesday.

If you have any problems or queries relating to your wages, sick leave, holiday's etc please approach your **Manager** in the first instance.

Each Employees pay and conditions are confidential and are not to be discussed with other staff.

35. REPRESENTATION OF THE COMPANY BY ITS EMPLOYEES

Should Management or employees be invited to or wish to attend a function or event at which they will be representing the Company, and/or have input into a decision making process (that is, speaking or voting as a company representative) prior approval for attendance must be obtained from the Managing Director. Please provide all details in writing.

If the event or function will require a statement, final opinion or commitment from the company; no such statement, final opinion or commitment shall be given without the prior approval of the Manager. This policy does not apply for social gatherings (Christmas drinks etc.) or where the employee is invited to represent another body such as Federated Farmers or the Chamber of Commerce.

36. RESIGNATION

In the event you decide to resign please check you employment agreement for the required notice period. Please be aware that if you leave without providing the required notice period, the company may be entitled to make a deduction from your final wages, including holiday pay.

37. SEARCH OF PERSONAL PROPERTY

The Employee consents to the Company searching their person, bag, container or vehicle when on Company premises or when the Employee is engaged on business for the Company and when the Company has reasonable and probable grounds for suspecting that the Employee may be in possession of property belonging to the Company without authority or permission.

The refusal by an Employee to comply may result in disciplinary procedures.

38. SECONDARY EMPLOYMENT

Employees must not engage in any paid or unpaid employment, which might adversely affect the performance of the duties of their position with the company, without the written permission of the company. Employees must declare an interest in any business of any kind in which the Employee may potentially be in conflict or in competition with the business of the company. Further, Employees may not, whilst in the employ of the company, invest personal monies, obtain an interest in or establish any other business that may be deemed to be in competition with the company or its principals, without the written permission of the company.

No private work is to be conducted on the company's premises or using the company's vehicles, without the written permission of the company.

The company's office space, equipment, and materials are not to be used for outside employment.

Outside employment may constitute a conflict of interest if it:

- places an Employee in the position of appearing to represent the company,
- involves providing goods and/or services substantially similar to those of the company,
- lessens the efficiency, alertness, or productivity normally expected of Employees in their jobs.

The company expects you to devote your full working time and efforts to the company's interests, and to avoid any activity that may distract from, or conflict with, the company's interests.

STAFF HANDBOOK

39. SECURITY MONITORING

From time to time the Employer may need to install surveillance equipment for security purposes and for the purposes of accountability and accuracy of use of management systems and verification of OSH management. In the course of such surveillance the Employer may collect personal information about you within the Privacy Act 2020. The Employer will not retain any such personal information except for purposes of security, accountability, systems management, OSH management or any disciplinary issue that may arise. You agree to the collection of this information in this way.

• **SOCIAL MEDIA & INTERNET POLICY – these apply at all times, during and outside work hours**

You must use the internet, social media, IT, and systems responsibly and reasonably. Your use must not interfere with your work duties, harm our business, customers, other people, or be illegal.

This means you can't:

- Harm our business or its reputation
- Infringe rights or the law
- Cause legal problems for the business, e.g. defaming someone or making false claims
- Harass, bully, or offend anyone
- Risk the security or safety of our customers/clients
- Disclose any confidential information about our business, customers, clients or other private or confidential information except as is lawfully required by your job
- Disclose any confidential information relating to your employment which includes; employment terms and conditions, policies, rosters, internal communications (including verbal communication, letters, emails and texts) and any concerns or complaints which the Employee or another Employee may have against the company.
- Risk the security, safety or ability of our systems, e.g. by downloading, streaming or storing music, video or images or by opening suspicious or unexpected attachments except as is lawfully required by your job.
- Post negative comments about the company, other staff or its clients on any social networking sites.

In addition:

- If an Employee posts a photo or image that includes another member of the company, or their family, the Employee must obtain the permission of the person before doing so
- Personal use of Internet, social media and e-mail services cannot interfere with business operations and should be limited to non-working hours (breaks, lunch)
- The Company reserves the right to audit or require Employees to amend content for social media sites where the company is named or where an Employee's profile is linked to, or recognisable as coming from, Molloy Agriculture.

You are also responsible for:

- Any damage or loss resulting from misuse of technology. Keeping all work information, e.g. contact information, files and emails, secure. Keeping any work devices safe and secure when they are outside the workplace.

40. TELEPHONE CALLS & MOBILE PHONES

Company mobile phones are provided for both business and for private use. This policy outlines the terms and conditions of this use.

Your use of Company mobile devices must meet the rules as set out in this policy. Your mobile is for your use only, except for emergency situations.

- You cannot view or download material or visit websites that could be thought offensive, inappropriate or illegal
- You must keep the phone/mobile device safe and secure. It must have a password that is secret and hard to guess
- You may have to pay to replace a device you lost or damaged either on purpose or because you were careless
- Never let other people use your device unless we allow you to
- You must not use a mobile device whilst driving as specified by New Zealand law

STAFF HANDBOOK

- You must return the phone or tablet to us if we ask you to or when you stop working for us. We will keep ownership of the device — and its number — unless we agree otherwise.

If you are allowed personal use of a work-owned mobile device, you must not:

- Make an unreasonable number (or duration) of calls.
- Make international calls.
- Make calls or texts with additional charges e.g. to 0900 numbers.
- Download or use unreasonable amounts of data that would result in extra charges to the company
- Download data without permission

If you make calls or texts or use amounts of data that are in breach of this policy, you may be required to reimburse this cost to the company.

41. THEFT OR LOSS OF PERSONAL ITEMS

Each Employee is solely responsible for his or her personal belongings or property, which are brought to work. The company is not responsible for loss of property through damage or theft on or off the premises. The company cannot replace personal property or reimburse Employees for personal belongings, which are lost or stolen, from the Employers premises or any other location where company business is being conducted.

If you lose or find any personal property, please notify your Manager.

42. TIME SHEETS

Where required by the Employer, Employees must complete their own time sheet on a daily basis. Please note that even though meal breaks are not included in the total hours worked they must be specifically shown on the time sheet.

On the last day of each pay period, it is the responsibility of each employee to ensure that his or her time sheet is filled in accurately. Failure to do so may result in non-payment for any unsigned shift (until verified).

Misleading or false information on time sheets will not be tolerated and may result in disciplinary action including termination of employment.

43. TRAINING AND COMPLIANCE

Your Manager will give you important '**on the job**' training. This learning will start the day you come to work and continue as long as you are with the Company.

For your training to mean something to you, you must approach it with the right attitude. You must have a desire to learn and ask questions, show an interest in everything around you and respond to new ideas and techniques.

Management will inform you of further details and encourages all Employees to undertake approved training courses to enhance their knowledge in the industry.

It is **important** for you to remember that when trained to the standard of competency required **YOU MUST** carry out your duties and operate according to the procedures as outlined in:

- **Staff Handbook**
- **The Company Health & Safety Management System**

It is essential that the policies and procedures in these manuals be adhered to ensure that you are in full compliance with the requirements of operating our businesses.

It is your responsibility to refer to these manuals on a regular basis to become familiar with any updates/alterations or changes to policies and procedures, which will occur. You will be advised when such updates occur but it is important that you keep an updated working knowledge by referring to these manuals frequently in relation to the tasks you are asked to undertake.

STAFF HANDBOOK

44. TRIAL PERIOD

When you first start with the Employer, there will be a trial period as outlined in your employment agreement of 90 days. This will enable you to familiarise yourself with our systems and procedures as well as giving us an opportunity to evaluate your skills and work performance before confirming your employment.

45. VEHICLE POLICY

If the company makes available a vehicle for the Employees use, this is as a privilege not a right. In the event that a vehicle is supplied to the Employee, then the Employee shall drive in accordance with the Companies Motor Vehicle Policy, as published and varied from time to time;

The Employee must:

- Remain fully qualified to drive;
- Take good care of the vehicle and maintain it in a clean and tidy condition,
- Ensure that the conditions of any insurance policy on the vehicle are observed;
- Not permit the vehicle to be driven except in accordance with the company's rules relating to the company vehicles;
- If required, keep a log book providing sufficient information for the company to assess its liability for exclusion of fringe benefit tax;
- Return the vehicle and its keys to the company immediately on the termination of employment, or upon request at any time or for any reason;
- Not drive any company vehicle in a manner or at a time that would be a breach of laws including the law relating to blood/alcohol content;
- Drive in a manner, which does not discredit the company, and at all times be cautious and courteous to other road users;

The company reserves the right to recover costs from the Employee where the vehicle has sustained damage and was being used in such a manner that it is uninsured.

If the driver is involved in a vehicle insurance claim and under 25 years old where excess is payable by the Company, there will be an additional excess of \$1000 (or the same additional sum on the current insurance policy over the standard excess) to be paid by the Employee.

In the event that the Insurer of the vehicle considers the Employee responsible for an accident, then the company reserves the right to recover from the Employee any excess charge on the policy. The Employee gives the company authority to deduct any such excess charge from the Employee's salary, provided the Employee is given written notification of the company's intention to recover the overpayment.

Employees are responsible for the payment of any traffic infringement fines that are incurred by themselves whilst driving a company's motor vehicle. The company reserves the right to recover the amount of any unpaid infringement fines from the Employee's salary or wages should the Employee fail to pay any fine, which results in the company being pursued for payment

Only Company Employees and their spouses with full NZ licences are authorised to drive Company vehicles. If there is a need for a non-Company Employee or spouse to drive the vehicle, prior approval must be given by the Employer and at all times the Employee must ensure that the persons is covered within the Company's existing insurance cover.

Employees who have a Company vehicle and have a fuel card must get prior approval from the Employer to use the fuel card to get Company discounts during any annual leave period. If approval is given to the Employee to use the fuel card during an annual leave period, the Employee will receive an invoice from the Employer to pay for the fuel by way of deduction from the Employee's next salary payment.

STAFF HANDBOOK

Any Employee who, as a part of his/her duties, has a need to operate a company-owned vehicle must hold a valid driver's licence and possess an acceptable driving record. Any change in the status of your driver's licence and driving record must be immediately reported to your Manager.

The company is covered by a comprehensive insurance policy. Depending upon the classification, differing excesses apply. In the event of any accident, theft, loss etc where a claim is likely to be made on this insurance policy, the appropriate form is to be collected from the Manager and completed immediately by the Employee. In many circumstances our insurers require us to involve the Authorities.

In the event of a collision involving property or vehicle damage, or personal injury, management must be immediately notified and a police report obtained. The Employee should take full particulars of any other party involved, including:

- details of the Insurance company covering the other vehicle
- registered number
- registration label number and expiry date
- registered owner name and address of the other vehicle,
- the other drivers name and address and licence number.

Employees are required to wear seat belts when operating or riding in company owned, or in personal vehicles while on company business.

46. WAGE / SALARY REVIEW

The Employer agrees to review the Employee's salary on or about or within one month of the 1st July each year. 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.

47. WORKLOAD

As an Employer unless we are made aware of a particular problem or vulnerability of an Employee, the Employer is usually entitled to assume that the Employee is up to the normal pressures of the job.

If at any time you feel that you are unable to cope, (whether this is due to work related or personal issues) please notify your Manager immediately.

48. WORK BOOTS

The company will provide and pay for one pair of work boots per year for full-time permanent employees, and one pair of work boots every other year for fixed-term seasonal employees, up to the maximum value of \$200.00 excl. GST. Please notify your manager before purchasing a new pair of work boots.