

Offer of Employment

Date: _____

Hello _____

Congratulations!

We would like to offer you the position of _____ with _____ Limited,
Trading as *The Coffee Club* _____.

We look forward to you joining our team.

I have attached an Employment Agreement and Position Description for you to read, sign and return to us. You will be required to return these completed documents prior to being rostered for your first shift.

Upon acceptance, we will give you the details of your induction.

Please feel free to contact me with any queries you may have.

Regards,

NAME: _____

COMPANY: _____

Employee Initials: Employer Initials:

Individual Employment Agreement Between
(Under the Employment Relations Act 2000)

STRICTLY PRIVATE & CONFIDENTIAL

The terms of your appointment are set out below:

1. **Remuneration** - This position has a remuneration of _____ per hour. Payment is made by electronic funds transfer to your nominated bank account subject to confirmation of hours worked. There is no different remuneration for overtime/weekend work.
2. **Commencement** – You will commence your employment on (date) _____.
3. **Location** – Your usual place of work will be at the Business Trading name location. The Employer may require you to work at any other location as required by the Employer on a temporary or permanent basis.
4. **Trial Period** - Starting on the day you commence work with the Employer, you are employed on a trial period for 90 days. During this trial period, or at its end, we may dismiss you by giving you one week's notice. If we do so, you are not entitled to raise a personal grievance or other legal proceedings in respect to the dismissal. Should you choose to terminate your contract during the trial period refer to the **Notice of Termination** section in this contract for timelines required.
5. **Performance Reviews** - Your performance will be formally reviewed annually in line with the expectations of the attached position description.
6. **The Coffee Club Policies** – The Employer's policies and practices are governed by the Employment Relations Act 2000 and the Holidays Act 2003. You are required to comply with *The Coffee Club's* policies and standards of behaviour. These policies are contained in the Team Handbook, which you will receive on your commencement. Please ensure that you have received and fully understand the contents of *The Coffee Club* Team Handbook. Acceptance of this offer of employment is your agreement to adhere to the policies and procedures of *The Coffee Club*. Breach of these firm policies may be grounds for disciplinary action. Depending on the severity of the breach, disciplinary action may occur, including termination of your employment. These policies, from time to time, may be updated to suit business requirements.
7. **Hours of Work** - The business can be open 365 days of the year and is often unpredictable and fluctuates depending on factors such as the time of the year, events in the area and the weather. Flexibility is essential to the Employer and your hours of work are often dependant on the demands of the business and its operating hours. You acknowledge that the roster is an indication of the arrangements relating to times you are to work and may be varied at the Employers discretion.
8. **Agreed Hours of Work** – It is agreed that you will work a minimum of _____ () hours/week on days and at times as determined by the Employer. The Employer may request that you work in addition to your agreed hours of work.
9. **Rostered Hours of Work** - Your hours, times and/or days of work may be determined by a roster. You acknowledge that the roster is an indication of the arrangements relating to the times you are to work and may be varied at the Employer's discretion. The Employer may request that you work outside of, or in addition to, the rostered hours, times and/or days of work.
10. **Your Obligations** - In addition to the specific duties required by your position and the rules, standards and behaviours outlined of *The Coffee Club* Team Handbook you will:
 - a. Comply with all reasonable and lawful instructions of the Employer;
 - b. Perform all duties with reasonable skill and diligence;
 - c. Conduct all duties in the best interests of the Employer and the employment relationship;
 - d. Deal with the Employer in good faith in all aspects of the employment relationship;
 - e. Devote the whole of your time, attention and efforts to the Employer;
 - f. Encourage a harmonious and co-operative work environment; and
 - g. Take all practicable steps to perform your duties in a way that is safe for all in the workplace.
11. **Cancellation of a Shift** - Due to nature of the Employer's business, including the Employer's limited ability to control or foresee business demand and/or staffing requirements, the Employer may have to cancel a shift.

If you are required to work a shift, you acknowledge and agree that the Employer may cancel a shift and not require you to attend work by giving you two hours' notice. If your shift is cancelled, and the shift cancellation notice is given, you will not be paid for the shift and will not receive any other compensation.

If you are required to work a shift, and the Employer cancels the shift without giving you the shift cancellation notice outlined above, you will not be paid for the shift. The Employer instead will pay you the shift cancellation compensation at the rate equivalent to two hours' work.

Shift cancellation may come in a form such as text message, voicemail or telephone call. It is incumbent upon you to ensure you check your messages. If we agree that you are not required to work a shift, or part of a shift, you will not be paid for the hours that you do not work, and will not receive any shift cancellation compensation.

Employee Initials: Employer Initials:

12. Public holidays are paid in accordance with the Holidays Act 2003. You are entitled to the recognised public holidays. You may be requested to work on a public holiday when you are rostered to do so. You will be specifically advised of this in advance.

The following days are Public Holidays:

New Year's Day - 1 January
2 January - 2 January
Waitangi Day - 6 February
Easter Monday - varies
Good Friday – varies
ANZAC Day - 25 April

Queen's Birthday - 1st Monday in June
Labour Day - 4th Monday in October
Christmas Day - 25 December
Boxing Day - 26 December
Anniversary Day - varies for each province

If you work on a public holiday that would otherwise be a working day for you, you will be paid time and a half of your ordinary rate of remuneration for the hours you actually work and you will be entitled to an alternative holiday paid at your ordinary rates. If you work on a public holiday that would not otherwise be a working day for you, you will be paid time and a half of your ordinary rate of remuneration for the hours you actually work, but you will not be entitled to an alternative holiday.

You can take your alternative holiday on a day that is agreed between both parties. If we cannot agree, we can give you 14 days' notice of the date that the alternative holiday must be taken.

13. **Meals and Breaks** - As a member of *The Coffee Club* team you are entitled to the discounts off the price of food and drinks, excluding alcohol and some drinks, immediately before, after or during each shift as per your Team Handbook.

You are entitled to rest and meal breaks during your work day as follows:

- a. Where you work for two to four hours, a 10 minute paid rest break
- b. Where you work for four to six hours, a 10 minute paid rest break and a 30 minute unpaid meal break.
- c. Where you work for a six to eight hours, two 10 minute paid rest breaks and one 30 minute unpaid meal break.
- d. Where you work for more than eight hours, breaks up until that eighth hour and then additional break entitlements as if a new work period had commenced at the end of the eighth hour.

Rest and meal breaks will generally be taken around the middle of the relevant work period, but you agree that the exact timing of the rest and meal breaks will be determined by the Employer to fit in with business requirements

14. **Annual leave** – You will be entitled to four weeks of annual holidays per annum following each 12 months' continuous service. You must make any request for annual leave in writing at least 14 days in advance. You may take at least two weeks of annual leave in one continuous period. Annual holidays may be taken at non-peak business times by agreement with the Employer, or if agreement cannot be reached, by the Employer giving 14 days' notice of the requirement to take holidays. You will be paid for annual holidays in the pay period to which the annual holiday relates.

You are entitled to make a request in writing to pay out a portion of your annual holiday entitlement, to a maximum of one week in each entitlement year, as a lump sum payment. Whether such a request will be granted is at the Employer's absolute discretion. If the business closes on holiday periods, such as Easter Sunday or between Christmas & New Year, we reserve the right to make you to take this time as part of your annual leave.

15. **Sick Leave** – After six months of continuous employment
OR at least an average of 10 hours per week during the six months and no less than one hour a week
OR no less than 40 hours a month during the six months

You will be entitled to 10 days of sick leave in each subsequent 12 month period.

- a. Unused sick leave may be accumulated up to a maximum entitlement of 20 days in any one year.
- b. Sick leave may be taken when you, your spouse or partner, or someone else who depends on you for care, is sick or injured.
- c. You must notify the Employer as early as possible before your start time if sick leave is to be taken. If this is not practicable, you must notify the Employer as soon as possible after that time.
- d. The Employer may require you to provide proof of sickness or injury (which may include a medical certificate) for sick leave. If the sickness or injury is:
 - for fewer than three days, the Employer will meet the cost of obtaining the proof; or
 - for three or more days, you will meet the cost of obtaining the proof.
- e. Additionally, you may be required to provide proof of sickness or injury (which may include a medical certificate), at your cost, for any sick leave in excess of the sick leave entitlement.
- f. You are not entitled to be paid for any sick leave that has not been taken before the date on which employment ends.
- g. If you are on annual leave and you, your spouse or partner, or someone else who depends on you for care is sick or injured, you can, with the Employer's agreement, substitute some of the annual leave taken as sick leave.
- h. You can request to take annual leave if sick leave is exhausted.

Employee Initials:

Employer Initials:

16. **Bereavement Leave** - After six months' continuous employment (or at least an average of 10 hours per week during the six months and no less than one hour a week or no less than 40 hours a month during the six months) you will be entitled to bereavement leave.
- You may take up to three days' bereavement leave on the death of your spouse or partner, parent, child, brother, sister, grandparent, grandchild, or spouse's or partner's parent.
 - You may take up to three days' bereavement leave on the end of your or another person's pregnancy by way of a miscarriage or still-birth, as set out in the Holidays Act 2003.
 - You may take one day's bereavement leave on the death of any other person, if, having regard to the factors in the Holidays Act 2003, the Employer accepts that you have suffered a bereavement.
 - You must notify the Employer as early as possible before your start time if bereavement leave is to be taken. If this is not practicable, you must notify the Employer as soon as possible after that time.
17. **Parental Leave** – You will be entitled to parental leave in accordance with the Parental Leave and Employment Protection Act 1987.
18. **Family Violence Leave** - Family violence leave is available after six months' continuous employment
OR at least an average of 10 hours per week Minimum over six months and no less than one hour a week
OR 40 hours per month over six months, to assist with the effects suffered by victims of family violence (physical, sexual, or psychological abuse which may include threats, intimidation or harassment, financial or economic abuse such as limiting access to money, or damage to property).
- If you are a person affected by family violence, you may take up to ten days' family violence leave in each subsequent 12 month period. A person affected by family violence includes
 - a person against whom any other person is inflicting, or has inflicted, family violence; and/or
 - a person with whom there ordinarily or periodically resides a child against whom any other person is inflicting, or has inflicted, family violence.
 - You must notify the Employer as early as possible before your start time if family violence leave is to be taken. If this is not practicable, you must notify the Employer as soon as possible after that time.
 - The Employer may require proof that you are a person affected by family violence.
 - If you are a person affected by family violence, you can also request a short-term (2-month or shorter) variation of your working arrangements for the purpose of assisting you to deal with the effects of family violence.
19. **Health and Safety** - You acknowledge that your workplace may have aspects that pose risks to health and safety. For example, the kitchen areas may include equipment, tools, glass, heat and slipping risks. The serving and dining areas may include customers, crowds, obstacles such as chairs and tables, customers under the influence of alcohol and/or drugs and other potential risks or hazards that are not necessarily obvious.
- The Employer is committed to providing, so far as is reasonably practicable, a safe work environment. You agree to take responsibility for ensuring your own health and safety and the health and safety of others in the workplace, including complying with all health and safety instructions, requirements, policies, procedures, training, guidelines and recommendations.
- You must wear and use all protective clothing and equipment required by the Employer. You must immediately report to the Employer all risks or hazards or potential risks or hazards, work related injuries, accidents, and incidents (including near misses), whether or not the accident or incidents took place on the Employer's premises. You must help to complete any necessary records including the accident register, as required by the Employer.
20. **Other Employment** – Engaging in other employment has the potential to create a conflict of interest or to create a situation whereby the employee is unable to adequately perform their role with *The Coffee Club*. You may not engage in outside employment or participate in any way, directly or indirectly, in any other business without prior discussion and consent by *The Coffee Club*. Such consent will not be unreasonably withheld.
21. **Training** - You may be required to attend training courses and the cost of the course may be covered by the Employer. Your remuneration will be paid for any course you are required to attend by the Employer during working hours. If the course occurs outside your agreed or rostered hours of work you may not receive any additional payment of remuneration for time spent in attendance.
- If your employment is terminated for whatever reason within 12 months from the date of the completion of any training course you agree that you may be required to reimburse the Employer the costs of any training courses.
22. **Gifts and Perks**- You must not demand, claim or accept any fee, gratuity, commission, gift, perk, tip or benefit from any person other than the Employer in payment for any matter or thing concerned with your duties, except with the Employer's prior written consent or in accordance with any Employer policies or house rules.
23. **Consent to Deductions** - You consent, pursuant to the Wages Protection Act 1983, to the Employer making deductions from your pay (including holiday pay). Following consultation with you, the Employer may make reasonable deductions including, for example, for any overpayments, holidays or other leave taken in advance of entitlement, outstanding debts or

moneys owed to the Employer, the value of any unreturned property or, in the event that you fail to give the correct period of notice, a sum equivalent to the remuneration that would have been paid during the notice period.

- 24. Resolving Employment Relationship Problems** - If any employment issues arise, those should be raised with the Employer as soon as possible so that they can be resolved. If the matter is not resolved either party can seek assistance from the Ministry of Business Innovation & Employment (MBIE). If the issues are not resolved at mediation, they may be referred to the Employment Relations Authority. If the issue is a personal grievance, the Employee must present that grievance within 90 days of the event giving rise to the grievance, or after further time if allowed by the Employer or where the Employment Relations Authority grants an extension of time.
- 25. Suspension** - The Employer may suspend you from the workplace or from all or any usual duties and responsibilities for health and safety reasons or to enable the Employer to investigate any employment matter. The suspension may be paid or unpaid at the Employer's discretion.
- 26. Restructure and Redundancy** - In the event that all or part of the work undertaken by the employee will be affected by the employer entering into an arrangement whereby a new employer will undertake the work currently undertaken by the employee, the employer will use the process outlined in the redundancy clause below. The employer will negotiate with the new employer, including whether the affected employees will transfer to the new employer on the same terms and conditions, and will use best endeavours to secure the new employer's agreement to offer employment to the employee. Where the employee either chooses not to transfer to the new employer, or is not offered employment by the new employer, the employer will activate the redundancy provisions of this agreement.
- 27. Redundancy** - This is a situation where the position of employment of an employee is or will become surplus to the requirements of the Employer's business. In the event the Employer considers that the Employee's position of employment could be affected by redundancy or could be made redundant, the Employer shall, except in exceptional circumstances, consult with the Employee regarding the possibility of redundancy and, before a decision to proceed with redundancy is made, whether there are any alternatives to dismissal (such as redeployment to another role). In the course of this consultation the Employer shall provide to the Employee sufficient information to enable understanding and meaningful consultation, and shall consider the views of the Employee with an open mind before making a decision as to whether to make the Employee's position of employment redundant. Nothing in this clause limits the legal rights and obligations of the parties. In the event the Employee's employment is terminated on the basis of redundancy, the Employee shall be entitled to notice of termination of employment as specified in the termination clause, but shall not be entitled to any additional payment, whether by way of redundancy compensation or otherwise.
- 28. Business Interruption** - If the Employer's business is interrupted by unforeseen events beyond its control (for example by natural disasters, damage to the workplace premises, governmental action, war, terrorism or health epidemic or pandemic) the Employer may be unable to provide work for you to perform ("Business Interruption"). If this happens, the Employer will endeavour to consult with you before determining whether our employment relationship can reasonably continue. This will include consulting with you about whether your work and remuneration will continue during and/or following the event/s causing the Business Interruption.

You acknowledge that the Employer will not be required to provide you with work or pay your remuneration where your usual work is not available due to Business Interruption.

- 29. Notice of Termination** - Two weeks' written notice of termination of employment by an employee or employer is required when ending the employment relationship. Following consultation with you, you consent, pursuant to the Wages Protection Act 1983, to the Employer making deductions from your pay (including holiday pay) for, for example, any overpayments, outstanding debts or moneys owed to the Employer, the value of any unreturned property or the cost of changing locks in the case of unreturned keys, or, in the event that you fail to give the correct period of notice, a sum equivalent to the unworked notice period. We reserve the right to pay out your notice period rather than having you work out your notice period.

Employment may also be terminated due to incapacity as a result of physical/mental illness or injury. If your employment is terminated due to serious misconduct no notice period is required. Failure to report for work for 3 consecutive days is deemed as Abandonment of employment and will result in instant dismissal. Upon termination all company property such as, but not limited to, keys and uniform must be returned. Final pay may be withheld until this is done.

On acceptance of the terms of your appointment please sign the duplicate of this letter and return it to us, please ensure you keep a copy for yourself.

Yours sincerely,

_____ Limited, trading as *The Coffee Club* _____.

I have read and understand the terms and conditions above and hereby accept the offer made.

Employee Name

Employee Signature

____/____/_____
Date

Employer Name

Employer Signature

____/____/_____
Date