

Staff Handbook **Staff Handbook**

Felton Park LTD

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WELCOME TO Felton Park Ltd

Management, staff and contractors should at all times focus on the companies main goal of growing and selling high quality cherries to local and export markets in compliance with Global GAP (Good Agricultural Practices).

Accordingly our aim is to:

- 1) provide a pleasant and safe working environment while complying with all aspects of NZ laws and regulations.**
- 2) be a good corporate citizen in our community and ensure staff represent the company with integrity and honesty at all times**
- 3) be environmentally conscious and continually strive to operate in an environmentally sustainable manner.**

CONDITIONS OF EMPLOYMENT

All procedures, standards, guidelines and other conditions of employment listed in this Staff Handbook must be read as part of your employment contract.

Where the provisions of your Contract/Agreement are different from this Handbook, the provisions in your Contract take precedent.

CONDUCT AND PRESENTATION

At all times our Staff must show a positive friendly attitude when dealing with clients/visitors or fellow Staff members. Aggressive, abusive behaviour towards clients/visitors or team mates will not be tolerated. Staff must display an acceptable standard of dress. Offensive jewellery or tattoo's must either be not worn or be covered. Jewellery that may present a hazard to the wearer or any other person shall be removed. The final determination as to what constitutes acceptable presentation shall be made by the Staff member's manager.

PAYMENT OF WAGES

- Our pay period is from Monday to the following Sunday.
- Wages will be paid by direct credit to Staff member's bank accounts.

EXTRA HOURS

Extra hours are not guaranteed but it is a requirement to work extra hours when requested. Staff will receive as much prior notice as possible. Any such hours worked or offered must not be treated as a regular event unless specifically advised so by their Manager.

ON CALL PROVISIONS

There is a requirement for our Staff to be "On-Call" outside of working hours. This requirement is part of the job for our salaried Staff. For waged Staff, they shall be paid for hours called out as part of their weekly pay, with any other conditions specified at the time of the call-out.

ABSENCE

- As soon as Staff are aware they cannot come to work or will be late to work they must inform their Manager as soon as possible. This should be done at least half an hour before their normal starting time. Failure to advise absence or lateness could mean loss of pay and/or disciplinary action.
- Punctuality and prior notice of absence is important because each team depends on the individual members to operate as an efficient unit. Any lateness at start time will not be tolerated.
- Should Staff require time off during work hours please be sure to arrange this with their Manager.

ABSENCE DUE TO BAD WEATHER ETC

Whenever our Staff find they are unable to come to work due to bad weather, for example snow or flooding etc., they MUST make sure they contact us. At that time they will be advised what to do.

Whenever Staff are unable to attend work, they will not be paid, BUT each individual circumstance will be considered before a final decision is made as to whether we pay for absences, or part of absences or

whatever. However, if Staff do not contact us, they will NOT be paid unless they provide us with an acceptable explanation for not doing so.

It is important also that Staff do not accept radio advice from the Police or others that they should not go to work. Staff must always contact us regardless of what anyone else suggests.

ABSENCES DUE TO COMPANY CLOSURE OR PART CLOSURE

When all or any part of our organisation is unable to operate due to circumstances beyond our control, such as fire, earthquake, health epidemics or similar, and we are not able to offer work to some or all of our Staff, all affected positions will be kept open in the interim, but Staff will not be paid. There is a possibility some Staff may be able to work from home or from other premises.

In such circumstances Staff may decide to take any outstanding leave available to them. We will ensure we discuss all the options available to Staff at the time. If the circumstances continue longer than 2 weeks, we will keep all Staff advised regarding the on-going implications for our operation.

ABANDONMENT OF EMPLOYMENT

Where any Staff member has been absent from work for a period of three or more consecutive working days, and has failed to ensure notice of absence has been given to the Company, then that Staff member shall be deemed to have terminated their employment **without notice** unless an acceptable explanation for the absence can be given.

TRANSFER OF DUTIES

From time to time Staff may be required to change duties to meet the operational requirements of the Company.

FRUSTRATION OF CONTRACT

- Where any Staff member is unable to perform their full range of duties for whatever reason, including the loss, cancellation, suspension or endorsement of any licence or certificate or like documentation required as part of their employment; or due to illness or accident or some other circumstances, and the Company deem the loss of such documentation, inability to do the job, or period of absence, to be unacceptable, then the Staff member's employment may be terminated. Staff must be reassured all the circumstances will be taken into consideration before making such a decision. Alternatively, the Staff member may be placed on other duties and conditions of employment, as the Company see fit.

INSPECTION OF PERSONAL BELONGINGS

To ensure the security and trustworthiness of property and people, we will in certain circumstances require Staff to open personal bags or other containers, vehicles and lockers for inspection by someone in authority within the Company. Whenever this request is made, Staff are given an absolute assurance they will be told why the request is made, and that there will be another person present to witness the inspection. Staff will also be invited to have another person present if they wish.

OTHER EMPLOYMENT

We are reluctant to have Staff working for anyone else, especially in situations we consider may constitute a conflict of interest. **In addition**, we cannot allow any Staff to undertake other employment so that their ability to perform their duties with us is compromised, because they are overworked doing other jobs.

Staff need to clearly understand they cannot work for someone else in any capacity without our authority, which we would not withhold unreasonably

NB: A breach of this condition of employment is regarded as serious misconduct.

CONFIDENTIALITY

All Staff members of the Company will be exposed to information relating to the Company and its clients that is confidential. It is a specific condition of employment with our Company that Staff must under no circumstances use Company procedures and/or information outside the scope of their employment with the Company.

All information should be treated as strictly confidential unless otherwise directed.

RESTRAINT OF TRADE

Staff must not whilst in our employ, or within 6 months of leaving our employment, become involved in any way with a company or other business entity operating in competition with us, other than as an employee. Staff need to be aware this condition of employment is to prevent an employee or ex-employee becoming the owner or part owner, or director or shareholder, or having some similar relationship with a competitor so that they will financially disadvantage our Company.

REDUNDANCY [EMPLOYEE PROTECTION]

Redundancy shall occur where, in our opinion, any position has become surplus or is no longer applicable to our operations, for whatever reason; and shall include the sale or transfer or contracting out of all or any part of our operations.

In addition, redundancy shall also include a situation where any of our Staff are banned from working at any worksite under the control or partial control of one of our clients.

Whenever a possible redundancy situation arises, for whatever reason, we will review the circumstances in detail and consider all options open to us, including redeployment; retraining; rearrangement of tasks and possible changes to performance criteria.

In the event of a proposal to sell or contract out, we will discuss the possibility of employment of affected Staff with any prospective purchaser or contractor.

We will then advise Staff of our proposal and consult with those affected, together with their representatives or support people. All responses will be considered alongside our proposal, and then we will make a final decision after taking into account all information. Staff selected for new or redefined positions will be chosen on their ability to perform the tasks to the standards required.

Where redundancy occurs, we shall give four weeks notice of termination of employment, in writing, to those Staff affected, or pay four weeks wages in lieu of notice **[except for Casual Staff, who shall be given 4 hours notice or paid 4 hours in lieu of notice]**. Such notice shall be worked or paid at our discretion. Our Staff must clearly understand no other redundancy compensation will be paid.

TRAVELLING TIME

Dependent on the location of work, Staff may from time to time be advised they shall receive payment for time travelling. Each case will be determined by us at the time, but shall not set any precedent for payment for travelling time on future jobs.



HEALTH AND SAFETY

We believe that safety and the well being of all Staff, as well as other visitors to any of our worksites, is an integral and vital part of the successful operation of our business. We consider no job is so important or urgent that time cannot be afforded to perform each function safely, and ensure the safety of others.

The Company's Aims Are:

- To establish and maintain safe working conditions.
- To actively promote safe working practices.
- To promote individual responsibility towards safety in all areas.
- To encourage each Staff member to recognise and accept their responsibility for the safety of themselves, their fellow Staff and anyone else at any of our worksites..

IMPORTANT HEALTH AND SAFETY CONDITIONS OF EMPLOYMENT

- We shall provide all training, safety and protective equipment and clothing necessary, unless any of our Staff voluntarily wish to provide their own safety clothing, with our agreement. **It is an essential condition of employment with the Company that our Staff will wear safety equipment and clothing as required. Staff must note they are to wear covered footwear at all times whilst at work.....no jandals or sandals will be acceptable.**
- No loose jewelry and accessories are allowed due to the possibility of catching on branches and equipment. Staff will be asked to remove loose or inappropriate jewelry.
- Cell phones and other electronic devices are not allowed to be used while operating machinery and equipment including during harvest
- Staff must notify us as soon as they become aware of any work hazard. Failure to do so is regarded as serious misconduct.
- A work related accident to any of our Staff must be reported to us as soon as practicable on the day on which the accident occurs. Failure to do this may result in us not accepting the accident occurred at work; and even more important, is also regarded as serious misconduct.
- We must be notified as soon as practicable on the first day of absence caused by injury. Where possible, the injured Staff member will indicate the nature of the injury and the expected period of absence.

It is a condition of employment that when requested, Staff must provide a medical certificate that proves their injury, and further, proves they are able to return to their normal duties or undertake rehabilitation.

- When any of our Staff sign a work related injury claim for any form of accident compensation, they shall as soon as possible, but no later than one working day after filing the claim, provide a copy to us. In addition, copies of all documentary evidence including medical certificates, assessments, diagnostic reports, specialist advice and recommendations, provided to or by ACC, or any documentation whatsoever relating to our Staff member's claim for any compensation or assistance, shall be provided to us.

- **If the injury claim possibly relates to any injury or cause prior to employment with us, then Staff shall upon receipt of our request in writing, make available their ACC accident and injury history file for our perusal wherever that information may be held.**

- The Company will work with the ACC Case Manager and or the Health Professional to ensure our Staff member is able to return to work as soon as possible; or if that is not practical, then to reach an agreement as to how the matter can best be managed. Staff must understand however, that if no agreement can be reached, then the Company reserves the right to resolve the matter as they see fit.

- Whenever any of our Staff are absent as a result of an accident, that Staff member shall return to work to undertake such alternative duties or other rehabilitation (either on a full or part-time basis) as are available. Any return to work **MUST BE** accompanied by a medical clearance and/or a rehabilitation plan. We will co-ordinate the return to work with the Staff member and their ACC Case Manager or Health Professional.

- Where alternative duties are provided to any of our Staff as part of rehabilitation, those conditions of employment that relate to the alternative duties, including pay rates, shall apply.

- Where any Staff member has contacted or been exposed to [or is believed to have contacted or been exposed to] a notifiable disease, or a contagious illness or disease; or has any illness, incapacity, or a condition which in the Company's view may cause them to be a hazard to themselves, other Staff or clients, the following provisions apply:
 - a) The Company shall have the right to immediately require the Staff concerned to obtain a medical certificate from a medical practitioner nominated by the Company, stating whether or not it is safe for them to be at work.
 - b) The cost of obtaining the medical certificate may be met by the Company, depending on the circumstances.
 - c) If the Staff member is deemed a health hazard or is certified as being unsafe for work, they shall be suspended until medically cleared to return to work whether by producing a medical certificate or by direction of any government department or agency. The Staff member may choose to obtain a medical clearance from their own medical practitioner, at their own expense if they wish to challenge the period of suspension.
 - d) The period of suspension shall be without pay, unless the Staff member has unused sick leave or outstanding annual holiday entitlement, which may be used as the Staff member determines; or unless the Company reaches some alternative arrangement with that Staff member.

NOTE: These provisions shall also apply in a situation where any government department or agency has advised of the presence or likely presence of a notifiable disease or contagious illness or disease requiring particular actions be taken to safeguard any Staff member or member of the public.

INDIVIDUAL STAFF HEALTH AND SAFETY

An important condition of employment requires **ALL STAFF** to take an active personal interest in their own health and safety and that of fellow Staff members.

This includes any situation where one of our Staff may find that personal circumstances are preventing them, or could prevent them, from performing to the best of their ability.

HAZARDS

Refer to Health and Safety Manual at work stations and on-line for full instruction and information including a full list of hazards.

Generally and in particular at harvest :

Protect yourself from the sun (sunscreen/hat) and heat (hydration - water)

Over consumption of fruit may cause stomach and other reactions

Instruction will be given on using machinery and equipment.

Ladders – all three legs must be set in a stable state and keep off the last step.

Watch your step and surrounding environment in orchards to prevent falls and injury:

- branches
- rabbit holes
- machinery
- protective structures (poles/cables)

We want to remind Staff that if there are any circumstances they feel might prevent them performing their work satisfactorily, then they should advise their Manager who will assist them wherever possible. This is particularly important if the circumstances relate to a safety and health issue.

MONITORING WORKPLACE ACTIVITIES

Where we undertake any monitoring of workplace activities which may be seen as a potential health risk to any Staff member (or any visitor to a workplace), all Staff are reminded that a condition of employment requires their full co-operation in such monitoring.

We acknowledge our legal responsibilities to make known to Staff the results of any monitoring undertaken.

NOTIFYING HAZARDS [And Managing Hazards]

Whenever any Staff member identifies a new hazard or a potential new hazard in the workplace, they must ensure they report their finding to their Manager **immediately**.

Everyone in the Company must understand how important this condition of employment is viewed.....We remind all Staff that failure to report hazards (or potential hazards) is classified as serious misconduct.

It is the practice of the Company to review our Hazards at least every 6 months, and to ensure Staff are involved in these reviews. Please take this opportunity to raise any matters you may not have considered earlier, so we all benefit from your experience and knowledge.

REPORTING ACCIDENTS

Every accident [**and this includes “near-misses”**] must be reported to your Manager to enter into the accident register. The register is located in the office.

[Note: It is a legal requirement that all Staff as well as the Employer, report accidents].

All accidents involving damage or injury, no matter how small, must be reported immediately to your Manager or some other person in charge if your Manager is not available.

FIRST AID

The first aid kits are in company vehicles and work stations. **(the local medical centre phone number is written on the kits)**

Anyone needing the first aid should immediately contact the site manager at the time.

Please ensure that fruit that is contaminated with blood or medications is dropped to the ground

SMOKING

All our Staff must note that smoking is not allowed in any buildings whilst at work, or in or on any of our vehicles or machinery.

Smoking is banned in non – irrigated areas of the workplace (namely dry grass areas)

EMERGENCY PROCEDURES



Emergency

Serious Injury Emergency Procedure

1. **Stay calm.**
2. Check for danger.
3. Where there is personal injury keep the injured person warm and **do not move** except when there is a real danger of further injury. If there is electricity involved, switch off the power before you approach!
4. Send for the qualified First Aider if one is available, who will apply first aid in accordance with their training.
5. **If the thought crosses your mind that it could be a 111 emergency – it is !!**
6. **One** person calls emergency services. State clearly the nature of the accident, and site address **including the town**. That person then moves to a visible point to await and guide the services to the accident site on arrival.
7. The most senior person on the site calls management to advise of the emergency. Management will advise the necessary people, eg, statutory agencies such as the Marine

Department or the Department of Labour (OSH).

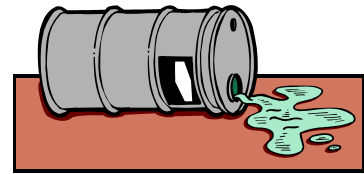
8. The accident site is to remain undisturbed until authority to clean it up has been given by management after consent from the Department of Labour. It is a good idea to barricade it off with tape, ensuring you don't disturb the site.
9. An accident report must be completed and held until the accident has been investigated.
10. Management will personally contact whoever the Staff member has nominated as their contact person.



Fire Emergency Procedure

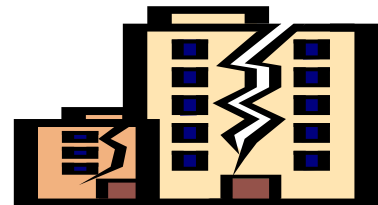
1. **Stay calm.**
2. Check for danger
3. Assess the fire
4. If you feel confident that you can put the fire out, use the fire extinguisher provided.
5. **IF THE THOUGHT CROSSES YOUR MIND THAT IT COULD BE A 111 EMERGENCY – IT IS !!**
6. **One** person calls emergency services. State clearly the nature of the incident, and site address – including town. That person then moves to a safe, visible point to await and guide the services to the accident site on arrival.
7. **Another** person activates the evacuation alarm.
8. **Follow** your evacuation procedures.

Chemical Spill – Explosion Evacuation Procedures



1. **ANYONE** who believes there is a danger to life or limb developing rapidly may activate an evacuation alarm.
2. All staff are to proceed to the assembly area and must not wander off.
3. If possible the person in charge must pick up the time book.
4. Take a roll call at the earliest possible time. In some companies wardens are appointed for this purpose and they will report to the Chief Warden.
5. The most senior person will advise management of the emergency.
6. No one is to return to their work area until the “all clear” has been given.

Earthquake Emergency Procedure



If you are INSIDE a sound building:

Dive under work bench/tables grasping the legs for support.

Stay in the same place – **Please don't move around**

Wait until the all clear has been given.

If there has been major damage – evacuate to your emergency assembly area so a roll call can be taken.

If you are OUTSIDE:

Take cover wherever you can – under vehicles, etc.

Keep clear of falling power lines & buildings

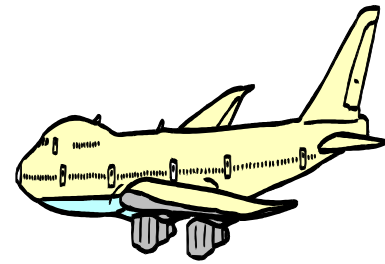
Don't move around

Once the earthquake has stopped – evacuate to your emergency assembly area so a roll call can be taken.

Note: It is important that you report to the Assembly Area for a roll call, as investigating your absence

could jeopardize another person's life if they need to go looking for you.

HOLIDAYS AND LEAVE



ANNUAL HOLIDAYS

- Annual Holidays will be allowed in accordance with the Holidays Act 2003 and as provided in this Handbook.
- Staff become entitled to Four (4) weeks paid annual holiday at the completion of each year of employment.
- All Staff need to realize that holidays are to be taken at a time to suit our operations. We will give every consideration to holiday applications, but as always, our operation must continue to operate efficiently.
- We are required to allow Staff to take their holidays in the 12 months following their entitlement, and if they wish they may take 2 weeks of annual holidays at one time. The actual dates of the holiday need to be agreed with us, and where it is not possible to reach agreement we will give at least 14 days notice of when holidays are to be taken. This notice period applies to any annual holiday where the timing cannot be agreed, and where we set the date(s).
- Where a Staff member takes annual holidays, holiday pay shall be lodged to their bank account proportionate to the holidays taken each pay period, unless otherwise agreed with us.
- A Staff member may apply to take a period of unpaid leave of no more than one week during the 12 months prior to their annual holiday entitlement date, without affecting either their holiday entitlement or their holiday pay.
- Applications for Annual Holidays must be submitted in writing.

PUBLIC HOLIDAYS

- The public holidays to be observed, **where they fall on a day that would otherwise be a working day**, shall be New Year's Day, 2nd January, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, Matariki Day (Maori new year) and Anniversary Day.
- Where any of the Christmas/New Year holidays occur on a weekend, they shall be observed on those days for Staff who normally work weekends. Then for those Staff who normally work other than weekends, the holiday shall be shifted to the following Monday or Tuesday as is applicable.
- There may be times when we agree with Staff to take a public holiday on an alternative to the traditional date so as to fit in with work scheduling, other public holidays, or for whatever reason helps with our operational requirements.
- We require our Staff to work on any of these holidays when requested or instructed. Staff who work on instructions or at our specific request, on any public holiday which would otherwise be a work day shall be paid their relevant daily pay less any penal rates, for the time actually worked.

plus half that amount, and in addition shall be entitled to an alternative paid holiday. A condition of employment for our Staff is that they are required to take any outstanding alternative holiday before any annual holiday is taken. Alternative holidays not taken 12 months after entitlement, may be paid out.

- Where any of our Staff work on instructions or at our specific request on any public holiday that would **not** otherwise be a working day they shall be paid their relevant daily pay, less any penal rates, for the time actually worked, plus half that amount, but receive no alternative paid holiday.
- Our Staff need to clearly understand that when they work a public holiday, and they have not been instructed or requested to work that day, they will not receive time and a half for the hours worked, nor will they receive a paid day in lieu.
- Where an employee is required to work a public holiday, and they are absent due to illness or injury or bereavement, the public holidays provision of the Holidays Act prevail, i.e. they must not take paid sick leave

SICK LEAVE

- **The following provisions recognise and include any entitlement to Sick Leave under the Holidays Act 2003.**
- After 6 months continuous service; **or** a period of employment where a Staff member works at least an average of 10 hours per week for 6 months, **and** works no less than 1 hour in every week **or** no less than 40 hours in every month in that period, our Staff shall then be entitled in each ensuing period of 12 months to a minimum 10 days Sick Leave.
- Sick Leave may be taken only when -
 - (a) A Staff member is sick or injured; or
 - (b) The spouse of a Staff member is sick or injured; or
 - (c) A dependant of a Staff member is sick or injured.
- Sick Leave shall be paid at the relevant daily pay of the Staff member for absence on the day they would otherwise have worked.
- The employee can build up 20 days Sick Leave. The employee will not pay the employee for unused Sick Leave when their employment ends.
- Where any Staff are absent due to sickness or injury, and have used all their Sick Leave entitlements, they may apply to use any annual holiday entitlement they have, and we will carefully consider all such applications.
- We will also carefully consider any request for paid Sick Leave, prior to a Staff member's entitlement. Such leave in advance must always recognize exceptional circumstances, and not be seen as a regular entitlement. In addition, we will also consider any application to take paid Sick Leave where a Staff member becomes sick or is injured whilst on annual holidays.
- At the request of a Staff member, Sick Leave may be used to cover the difference between any accident or other compensation payment to that Staff member, and their relevant daily pay entitlement.
- Staff **MUST** advise us at least by their normal start time on any day of absence on Sick Leave.

Failure to comply with this requirement could result in the Staff member being sent home without pay if alternative arrangements have already been made.

- Sick Leave may be taken in half days.
- Before returning to work after any period of absence due to sickness or injury, the Company may at their sole discretion require a medical clearance from the Staff member concerned, confirming their ability to return to normal duties.
- Our Staff must note that any claim for absence due to sickness or injury that is found to be a false claim, will result in us treating the incident as serious misconduct, regardless of whether or not the claim was for paid or unpaid leave.
- At our request Staff shall, after 3 or more consecutive day's absence due to sickness or injury, be required to attend a medical examination by a doctor nominated and paid for by us. For absences of 1 or 2 days being sick or injured where we have reason to believe the sickness or injury is not sufficient to be absent from work, we may require a medical certificate confirming the sickness or injury; and we shall pay the reasonable costs of obtaining that certificate.
- Staff are entitled to 10 days leave under the Domestic Violence – Victims Protection Act. For other than full-time employee's the 'the hours worked' criteria applies

BEREAVEMENT LEAVE

- On completion of 6 months continuous employment, our Staff become entitled to paid Bereavement Leave in the following circumstances:
 - a) on the death of the Staff member's spouse; parent; child; brother or sister; grandparent; grandchild; or spouse's parent....up to 3 days Leave in each case...and,
 - b) on the death of any other person, where we accept the Staff member has suffered a bereavement, 1 day of Leave.
- Paid Bereavement Leave may be taken in advance or in excess of entitlement where we recognize and agree the circumstances to be exceptional; and we will also consider any request to take Bereavement Leave in excess of entitlement, as Annual Holidays.
- Payment for Bereavement Leave is calculated as for Sick Leave.
- Our Staff must understand that where they suffer a bereavement as specified above, whilst on annual holidays, they may take their entitlement to paid Bereavement Leave on any day they would have otherwise been at work.
- As with any absence, we expect our Staff to give as much notice as possible when they wish to take Bereavement Leave.

PARENTAL LEAVE

The provisions of the Parental Leave and Employment Protection Act 1987 apply to all Staff.

Staff who are about to start a family (or add to their family), be sure to check with your Manager on the

conditions which apply when taking Parental Leave.

PART TIME EMPLOYMENT

For those Staff who have been employed by us in either a Part Time or Casual “As-And-When-Required” capacity, there are some provisions in this Handbook that need clarification. These provisions are:

HOURS OF WORK

For Part Time Staff, this means they will have set or regular hours worked on set or regular days.



However, when Staff are employed on the basis that there are no set days, or set hours on any days, then their work is classified “As-And-When-Required”. When employment is a mix of set hours/days and unspecified hours/days, then their employment contract will confirm this arrangement. Where a regular work pattern is established over a period less than 3 months that does not alter the basis of “as-and-when-required” employment for our Staff. Regular work patterns over periods greater than 3 months or more will be reviewed by us and discussed with the Staff concerned.

Detail as to actual hours and actual days, or whatever other arrangements apply, will be confirmed in writing.

ANNUAL HOLIDAYS

The Annual Leave provisions in this Handbook apply in both cases outlined above.

The management of Annual Leave, ie when Annual Leave is to be taken, may require Staff to take such leave on days when they are not required to work for us, or at some other time to fit in with our operations. This will be discussed with them by their Manager.

We may determine that Staff receive their holiday pay each pay cycle or at some other time by agreement, but only when they are employed for less than 12 months. Whatever agreement is reached this will be confirmed in writing.

PUBLIC HOLIDAYS

Part Time Staff generally qualify for recognition of Public holidays as detailed in this Handbook, ie if Part Time Staff work a Public Holiday and that day would have otherwise been a work day, then they will receive a paid day in lieu. See the Public Holidays provisions in Part 3 of this Handbook.

Staff employed on an “As-And-When-Required” contract, who work a Public Holiday, do not receive any entitlement to a paid day off in lieu, because of the nature of such work. Whenever these Staff work on a Public Holiday they shall be paid their relevant daily pay, [less any penal pay], for the hours worked, plus half that amount.

CASUAL EMPLOYMENT

From time to time we will employ Casual Staff to help out in times of temporary Staff shortages, and/or where temporary work requirements determine such a need.

For those Staff employed on a casual employment contract, there are some conditions of employment within this Handbook that will not apply. Instead, as a casual Staff member the following conditions will apply:

HOURS OF WORK

The actual hours of work will be advised verbally or in writing. It is important that Staff understand these hours shall apply only for the duration of their casual engagement, and that any hours worked on any day or days shall not be interpreted as precedent for the same hours or days to be available at a later date.

Specifically this means Casual Staff will be paid only for the hours that are worked.

Casual Staff must be available to work extra hours if required.

ANNUAL HOLIDAYS

Because of the short term nature of casual employment those staff will not be entitled to Annual Holidays.

The employee will get holiday pay at the same time as their regular pay instead of being paid during their holidays.

This is known as 'pay as you go leave' and is paid at a rate of 8% on top of the employee's gross earnings

PUBLIC HOLIDAYS

Casual **harvest** staff do not work on Public Holidays as the Packhouse is closed and the perishable fruit can't be sorted and packed within the required timeframe to achieve the required export quality

If Casual Staff were required to work on a Public Holiday they are not obligated to do so. If they accept a request to work they will be paid their relevant daily pay for the hours worked, plus half that amount. They do not receive any entitlement to a paid day in lieu

SICK and BEREAVEMENT LEAVE

Casual Staff do not qualify for this Leave because casual employment with us is always less than 6 months.

DRUGS SURVEILLANCE POLICY

Because of the nature of our operation, and our determination to provide a safe and efficient working environment (absolute security for our clients), all Staff must clearly understand that as a condition of employment they accept and are bound by the conditions set out in this policy. The specific conditions are:

1. Accept random drug testing whilst at work.
2. Agreement to supply a blood or urine sample, at the Company's expense, at the time of or immediately following any work accident. Practical considerations will determine where and when the sample will be obtained.
3. Agreement to participate in and adhere to any rehabilitation programme *either* agreed by the Staff member, and with us; or implemented and paid for by us.
4. To stand down from work without pay for a period of 7 consecutive days where a positive test is returned; and
5. Accept disciplinary action including possible dismissal if a second test taken at the completion of the 7 day stand down also returns positive. Alternative disciplinary action may include a period of absence without pay to undertake rehabilitation. This step is in place to provide a further opportunity to eliminate the presence of drugs in the Staff member..
6. This policy applies to all Staff.
7. ***For all Staff there will be a 3 month moratorium on any disciplinary action directly resulting from drug testing at work, other than is provided in the process outlined above at items 3 and 4, relating to stand down and rehabilitation. This period will apply from October 1st, 2006, or from commencement of employment, whichever is applicable.***

THE PROCEDURE

1. All Staff are reminded that random drug testing is a condition of employment.
2. Random testing will occur at any time during work hours.
3. Prior to the drug test commencing, this procedure from steps 1 to 7 will be reaffirmed with the Staff by a company representative and that fact will be recorded on the test documentation.
4. Obtaining the sample will allow for absolute privacy between the Staff and the testing agency. No other person may be present except with the express agreement of both the Staff and the testing agency.
5. Upon receipt of the drug test report from the testing agency a copy will be made available to the Staff member. Such information will remain confidential between the Company and the Staff member.
6. The Staff member may appeal the test within 7 days of the test result being advised to the Staff member. The appeal must be in writing. A further test must be taken within 7 days of the date of the written appeal, which shall then be concluded as soon as practicable. This further test shall be clearly marked as an appealed test and recorded and filed accordingly. Only one appealed test shall be allowed for a Staff member in any one random testing, other than with the written agreement of the Company. Staff must understand that only in the most exceptional

circumstances will any appeal be accepted outside the timelines specified.

7. Upon receipt of a positive test the Staff member will be advised the result and also a time to meet and discuss the result. From this point on the matter will be dealt with under the discipline action detailed above..



A REMINDER – agreement to random drug testing is a condition of employment. Failure to undertake testing is classified as serious misconduct which could lead to summary

COMPUTER USE...E-MAIL / INTERNET PROTOCOL

Staff are reminded that E-mail is simply another form of communication. The same standards should be maintained as in any other communication, i.e. the message should be clear, polite and courteous. Remember that once the "send" button is activated, the message will be transmitted and you will be unable to retrieve it for editing, revision, etc.

- Use of the e-mail and internet is for business purposes only unless otherwise authorised. Staff may, however, send and receive short personal messages where no other convenient means of communication exists. If Staff wish to make extensive personal use of e-mail and the internet they should make their own arrangements to set up an appropriate facility at home.
- E-mail is not a secure medium, therefore confidentiality needs to be considered.
- The Company reserves the right to check or monitor all inward and outgoing messages.
- The Internet and e-mail on Company computers may not be used for the following:
 - Commercial gain and personal business use.
 - Any illegal or malicious purpose.
 - Using objectionable or abusive language in electronic mail messages to criticise or malign a person or Company.
 - Creating/sending and down-loading information which is objectionable in nature, such as pornographic or other material which is in poor taste.
 - Misrepresenting the Company and doing or saying anything which brings the Company into disrepute.
 - Creating or responding to electronic mail chain letters.
 - Activities which cause congestion or disruption to networks and systems, such as playing games at any time or down-loading large amounts of information during working hours.

- Providing a password or any details of a password to any other person without authority, which may enable the other person to access any Company systems.
 - Using a password without authority to gain access to any Company systems.
- Down-loading software from the internet or any other source, without specific permission to do so.
- **Down-loading games and pornographic software is prohibited.**
 - **Accessing any pornographic website is also prohibited.**

Disciplinary action will be taken for any breach of the above where the Staff member[s] concerned are unable to provide an acceptable explanation. Such action may include the removal of internet access and private use of Company computers for the Staff member[s]; **and include also the cost of reformatting or reinstating any Company computer programs or systems damaged as a result of any of the above.**



COMPANY VEHICLES

Most important, for all drivers of Company vehicles.....be sure to do up your seatbelt.....and never drive after consuming alcohol or drugs.

Whenever any of our Staff drive a Company vehicle, they must remember always that it is also the Company's reputation and image to the public that is on show. In other words, if a Company vehicle is driven recklessly or parked illegally then it is the good name of the Company that suffers, not necessarily the driver. Apart from any resulting traffic violation, Staff need to understand such behaviour may be dealt with as a discipline issue, depending on the circumstances.

AVAILABILITY

Company vehicles are allocated for business purposes and must be kept available for the Company at all times during working hours, and at any other time as required.

DRIVING LICENCES

Drivers of Company vehicles must be in possession of the appropriate current driving licence to cover the duties undertaken by the Staff member. Any endorsement or cancellation must be advised to the Manager.

<p>Cancellation or endorsement of drivers licence; or driving any vehicle outside the specified conditions or licence classification[s] without an acceptable explanation, will mean dismissal where Staff are required to drive as part of their job.</p>

IMPOUNDED VEHICLES

Where any Staff member has responsibility for a Company vehicle, and the vehicle is impounded, then that Staff member may be liable for disciplinary action or dismissal.

In addition, they may also be liable for the costs of impounding; such costs to be deducted from wages, including holiday pay.

PRIVATE MILEAGE

Running expenses for private mileage are the responsibility of the Staff member. Costs are not to be charged to the Company and then reimbursed. Receipts for private mileage expenses are to be produced with the monthly car report for Fringe Benefit Tax purposes.

Running expenses incurred in mileage between the existing residence of the Staff member and the office will be met by the Company subject to special conditions for Staff members residing in, or moving to, more distant areas.

INSURANCE

The Company will maintain insurance cover. Staff must at all times ensure they operate the vehicle within the terms and conditions of the insurance cover. Any accident, damage or insurance claim involving the vehicle must be reported to the Manager without delay.

Necessary documentation for any claim is to be completed by the driver involved.

DRIVERS

Immediate members of the family of the Staff members to whom the vehicle is allocated may drive the Company vehicle, if authorised by the Staff members, and if they hold a current driving licence. In the event of an accident damaging the vehicle while it is being so driven on personal business, the Staff member will be responsible for meeting repair costs not covered by, or in excess of the insurance policy.

Other members of the Staff may drive Company vehicles as determined from time to time. They then become responsible under these conditions as if the vehicle had been allocated to them.

TRAFFIC OFFENCES

Any penalties incurred for which they are responsible will be met by the driver concerned. Where the driver is a family member, the Staff member authorizing the vehicle to be driven by that person is responsible for ensuring any traffic offence notice is correctly finalized, and that no additional liability is incurred by the Company. Any penalties so incurred shall be deducted from the wages of the Staff member responsible, including deduction from their holiday pay.

SERVICING AND MAINTENANCE

The Staff member allocated the vehicle is responsible for ensuring that:

- The vehicle is regularly serviced and maintained in accordance with the relative servicing handbook.
- No damage occurs through neglect.
- A current warrant of fitness and registration sticker are displayed at all times.
- The vehicle is kept in a clean and tidy state at all times.

The Company will meet expenses involved in servicing the vehicle, warrants of fitness and registration.

RUNNING EXPENSES

Unless otherwise authorised by your manager, all vehicle expenses are to be paid only by Company Fleetcard. **There must be no exception to this requirement.**

PARKING

Our Staff must be sure to park where they will not interfere with either the operation of any client activities, including vehicle access of visitors or others to client worksites.

GENERAL

Additional equipment may not be fitted on, or inside, the vehicle without authority of your Manager.

The vehicle remains at all times the property of the Company.

At the discretion of the Company the above-mentioned provisions may be varied, or the provision of a vehicle discontinued.

.AND FINALLY, A REMINDER TO ALL STAFF THAT ANY DAMAGE CAUSED THROUGH THEIR FAULT TO A VEHICLE UNDER THEIR CONTROL; OR WHERE THERE IS NO INSURANCE COVER OR THE INSURANCE CLAIM ATTRACTS AN EXCESS; OR IN ANY CIRCUMSTANCES WHERE THE USE OF A VEHICLE UNDER THEIR CONTROL ATTRACTS ANY COST TO THE COMPANY, THEN THAT COST REMAINS THE RESPONSIBILITY OF THE STAFF MEMBER AND MAY BE DEDUCTED FROM THEIR WAGES, INCLUDING HOLIDAY PAY.

CODE OF CONDUCT



In any Company such as ours it is necessary to set rules governing conduct and procedures and practices to ensure everything runs as efficiently as possible. Conduct which threatens personal health, well-being or security of Staff, or which endangers plant, property or product, is unacceptable. In addition, we cannot tolerate any action which might damage our relationship with clients and potential clients; with our suppliers; indeed with any person or organisation associated with the Company.

Note: All references to “Manager” shall refer to the Staff member’s immediate supervisor, the person delegated as deputizing for that supervisor, or any more senior person in the Company.

RULES

The rules set out below are subject to the provisions of your Employment Agreement. Any grievance may be dealt with under the personal grievance procedure detailed in this Handbook.

These rules are for guidance only and are not exhaustive. A Staff member who commits an act not shown below but in breach of the code specified above may still be liable for disciplinary action as the circumstances determine.

Staff are advised that under our Code of Conduct, disciplinary action is deemed to have commenced at the time we believe, based on the information we then have, that without an acceptable explanation a Staff member may be liable to receive at least a written warning for the matter under investigation.

You may be dismissed summarily without notice if you commit and/or encourage any other Staff to commit any action listed below, for which you do not have an acceptable explanation::

Serious Misconduct

- Sexual harassment.
- Failure to undertake random workplace drug testing (where relevant)
- Tampering with any workplace drug test sample (where relevant)
- Failure to notify hazards (or potential hazards) in the workplace.
- Failure to observe health and safety rules.
- Falsification of Company records.
- Consuming illicit drugs, or alcohol, on work premises without the authority of Management.
- Unauthorised possession of illicit drugs.
- Arriving for work, or being at work, under the influence of drugs or alcohol.
- Unauthorised possession of Company property.
- Unauthorised possession of any other person’s property whilst at work.
- Wilful damage to Company property.
- Boisterous play injuring a fellow Staff member.
- Unauthorised absence from work.
- Assault against another person whilst at work.
- Misuse of fire or safety equipment.

- Walking off the job.
- Refusal to carry out the lawful instructions of a Manager or Supervisor.
- Deliberate acts adversely affecting hygiene, safety or quality.
- Failing to report a work accident involving injury.
- Making a claim for Sick, Special or Bereavement Leave which is proven to be false.
- Sleeping during working hours.
- Smoking in restricted places – failing to abide by our Smoking Policy.
- Unauthorised disclosure of classified or confidential Company information.
- Unauthorised use of Company procedures and/or information outside the scope of your employment.
- Misrepresentation of the Company for personal gain.
- Engaging in any other employment without our approval.
- Using abusive language to any person whilst at work.

Whenever the Company believes any of the above requirements have been breached, or where any other circumstances indicate a breach of the Code detailed above, the following steps will be taken prior to a decision being confirmed to dismiss or otherwise deal with the Staff member:

- (a) A complete investigation will be conducted by the Staff member's Manager, to obtain information surrounding the particular set of circumstances.
- (b) The Staff member may be suspended **with or without pay, as determined solely by the Staff member's manager**, for a period no longer than 4 working days while the investigation is conducted.
- (c) The Staff member will be advised they are to be interviewed on a very serious matter, and that they should have a support person or representative present should they so desire. They must also be advised that a possible outcome could be that they lose their job. The Company will ensure they do not predetermine the outcome of the interview.
- (d) The specific breach will be put to the Staff member.
- (e) The Staff member's explanation will be obtained.
- (f) Then the Company will decide whether the circumstances, including the Staff member's explanation, are sufficiently serious to warrant dismissal.
- (g) **Where the Staff member's explanation is unacceptable to the Company, and they are to be dismissed, the Company may require the Staff member to reimburse the Company, or anyone else, for costs or losses incurred as a result of the circumstances leading to their dismissal. Such reimbursement will be deducted from final pay, and any balance owed must be paid by the Staff member.**

Any breach of this provision will be treated by the Company as a breach of the employment contract.

Instead of dismissal, the Company may take one or any combination of the following actions:

- a reduction in remuneration; **and/or**
- rearrangement of duties and/or responsibilities; **and/or**
- demotion to a lesser position; **and/or**
- suspension without pay for a period no longer than 10 consecutive working days; **and/or**

- issue with a final written or written warning; **and/or**
- transfer the Staff member to another position for a period no longer than one month; **and/or**
- require the Staff member to reimburse the Company or any other person or organization for any damage caused; for any losses incurred; for any insurance excess [where applicable]; **and/or**
- Require the Staff member to provide a written/verbal apology [as appropriate].

Note: These actions may also apply where a Staff member has been disciplined under issues categorised as Less Serious Misconduct below.

Misconduct

Conduct which is outside the accepted rules and /or standards of performance, but not so as to warrant dismissal, will be dealt with under a warning system. In this process genuine mistakes may not be seriously penalised but repeated lapses may lead to dismissal.

Less Serious Misconduct includes:

- Failing to perform tasks to the standards specified.
- Failing to carry out lawful instructions of a Manager or Supervisor.
- Failing to comply with time recording procedures.
- Misuse, or unauthorised use, of Company property.
- Leaving an assigned place of work without authority.
- Boisterous play.
- Posting offensive notices within Company premises.
- Preventing another Staff member from carrying out their work.
- Waste of time or material.
- Personal use of processes, machinery or systems, without authority.
- Failure to report for work at the time required without notifying the Manager or Supervisor of the reason.
- Failure to complete the stipulated hours of work, unless sick or because of some personal emergency.
- Failure to report a work related accident not involving injury.
- Repeated lateness either at start time for the day; at start time after any break during the work day; at commencing specified tasks during the work day; or where specific reporting times have not been met.
- Inappropriate dress.
- Poor personal hygiene.
- Failure to insure personal property in Company provided accommodation.

Where the Company believes it appropriate to issue a warning to a Staff member because their explanation is unacceptable, the following matters will determine the detail of the warning:

WARNING

A warning will be issued where work performance is below the standard set, and/or where Company procedures and rules are breached, for which a Staff member does not have an acceptable explanation.

In all instances the circumstances will be examined, then the Staff member's explanation considered before any decision is made to issue a warning.

Dependent on the matter being addressed and having considered all circumstances, the warning will be issued in one of the following forms:

1. A verbal warning (with details noted in the Staff Member's file); or
2. A written warning to the Staff member with a copy retained by the Company; or
3. A final written warning to the Staff member stating quite clearly that any future breach or failure to perform to required standards may well result in dismissal. Again a copy retained by the Company.

When issuing any warning, the following points will be covered:

- a) A clear description given to the Staff member of the performance standard not attained OR the rule/procedure breached.
- b) The Staff member's explanation.
- c) Why the explanation is not acceptable.
- d) The actions[s] to be taken by the Staff member (if applicable)....eg an apology or reimbursement etc.
- e) What corrective action the Staff member must take.
- f) What assistance the Company will provide.
- g) Set a timetable to achieve the corrective action.
- h) Include the clearest possible statement that a failure to complete the corrective action could result in dismissal (the warning).

Note. Interviews following the above procedure will precede the issue of the warning. Written warnings will be confirmation of discussion between the Company and Staff member. Written warnings will not be issued without the matter having first been discussed with the Staff member.

Where written warnings are a likely outcome, the Staff member shall be afforded the opportunity to have a representative or support person with them at the interview. The Company will keep a record of the meeting. Wherever practical, the Staff member shall be given the opportunity to have a representative present when a written warning is given and explained.

Written warnings will always incorporate previous incidents, where relevant, so as to create a complete picture of the Staff member's performance, and not refer just to the issue at hand.

SEXUAL HARASSMENT

The very clear policy of the Company is that any form of sexual harassment is totally unacceptable. Staff must immediately report any incident to their Manager or any other person in charge, as soon as is practicable.

And Staff must ensure they never engage in any actions that might be interpreted as sexual harassment.

We are available to help in every way possible. Be sure to remember the following:

- (a) Any approach made to us will remain strictly confidential.
- (b) We are there just to talk to Staff; to advise Staff of their rights, and to inform Staff of what can be done to stop any harassment.
- (c) No one will coerce or instruct Staff in what to do. The final decision will always remain with the Staff member. One of the most important steps is to decide what outcome is desired, and we will help with this decision.
- (d) Staff have the right to take action under the provisions of the Employment Relations Act or the Human Rights Act. We prefer to proceed under the Employment Relations Act and our own grievance procedure detailed in this Handbook, because the matter can be dealt with much more quickly. **Remember always the final decision rests with the Staff member concerned.**

PROCEDURE FOR SETTLEMENT OF DISPUTES, PERSONAL GRIEVANCES & EMPLOYMENT RELATED PROBLEMS

The following procedure shall apply to Disputes, Personal Grievances and Employment Related Problems between our Company and any of our Staff.

Staff are reminded that a Personal Grievance is about a situation where they may feel aggrieved because of an action, or actions, taken by us. A Dispute relates to the interpretation, application or operation of any part of your employment agreement.

Any Staff member may invoke this procedure.

Step 1

Where any Staff member feels we have treated them unfairly and are aggrieved; or if they feel we have not interpreted any part of our employment contract correctly. ***we urge them to first raise the matter with us.***

Step 2

Where a Staff member or their representative prefer to raise any matter with us in writing, or where the matter has been raised under Step 1 and has not been resolved, they should submit to us in writing, details of the Dispute or Grievance by covering the following points:

- (a) Details of their concern or grievance;
- (b) Why they feel aggrieved;
- (c) What solution they seek to resolve the concern or grievance.

This written notice of the Dispute or Grievance must be submitted within 90 days of the event which gave rise to the Dispute or Grievance.

Step 3

We shall then meet with the Staff member [and their representative if they so wish] and discuss the matter.

The meeting must occur within 7 days after receipt by us of the written submission under Step 2, so we can resolve the matter as quickly as possible.

Step 4

As soon as possible after the meeting at Step 3, or after receipt of the written notice of a Dispute or Personal Grievance, we will, and certainly no later than 7 days after, advise the Staff member whether or not we agree with their solution.

If we do not agree, we will offer an alternative solution that we hope will settle the matter.

Step 5

Where the matter remains unresolved, the Staff member may file their Dispute or Personal Grievance with the Mediation Service of the Department of Labour. When the matter gets to this stage we strongly recommend the Staff member contact the Employment Relations Service of the Department of Labour, who can provide free advice and assistance.

The Mediation Service toll free contact number is 0800 800 863.

IMPORTANT PROVISION

Where a mediated settlement is reached with any of our staff [or former staff], and that settlement is signed under seal of the Mediation Service of the Department of Labour, any breach of the conditions of such settlement shall be deemed to be a breach of the conditions of the Employment Agreement to which this procedure applies.

GENERAL INFORMATION

STAFF FACILITIES

Wherever we provide Staff facilities at any of our worksites, we require Staff to keep them clean and tidy. As well, it is important to leave all property as secure as is possible.

PERSONAL BELONGINGS

Our Staff must be aware that loss or damage to personal belongings while at work, remains the responsibility of each Staff member. Where personal property, including clothing, used in the course of work, is damaged in the course of that work, then the Company would reimburse. Each case is considered on its merits, and Staff must be careful they do not assume any loss or damage at work will be automatically covered. Be sure you have comprehensive insurance cover of your personal belongings, just-in-case.



TELEPHONES

All personal telephone calls, including text messaging, is only permitted during morning and afternoon breaks and during lunch break. At all other times cell phones must be left in either your vehicle or turned off and given to the supervisor in attendance who shall return when applicable.

Only cell phones that are the property of the employer and are issued for use during working hours may be used during working hours.

VISITORS

All visitors must report to the supervisor in attendance and any employee who is approached by a visitor must direct the visitor to the supervisor in attendance.

CAR PARKING

Because most of our work is carried out on Client's property, we remind all Staff to ensure they park their vehicles out of the way of others on the property, especially out of the way of any machinery being used on the property.

TRAINING

We recognize that our Staff are a key resource within our Company.

To ensure Staff gain and build on the skills, knowledge and experience to do their jobs to the best of their ability, we will provide the necessary training. We also take special care to ensure our Staff are trained to work safely.

If Staff are involved with private study related to improved job performance this may be supported by the Company via financial assistance and/or with time off during normal working hours.

Your Manager will fully brief you with your individual training plan.

The Company have in place a Staff Development Scheme. Staff training will form part of this scheme which includes regular discussion with your Manager on your work performance. Three times a year a formal performance appraisal will determine your personal development over the next period.

SECURITY

The security and access of all plant, equipment and buildings is restricted to authorised employees only.

PUBLIC OR MEDIA STATEMENTS

No statements to the media can be made by any employee.

HYGIENE

Appropriate standards of personal hygiene is expected of all employees.