

EMPLOYEE HANDBOOK

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DEEL NEW ZEALAND LTD

EMPLOYEE HANDBOOK



Staff handbook

1. INTRODUCTION

Deel helps companies hire and manage independent contractors (IC) as well as act as Employee of Record (EOR) for Full Time Employee (FTE). We guide companies navigate local laws and compliance requirements surrounding independent contractors such as invoice creation, tax form generation, and more.

Deel was founded in San Francisco, California, in 2018, and has grown quickly, since then. We have perfected our product with a wide global presence, we offer the first payroll platform for remote teams that connects localized compliance and payments in one system of record and automates everything.

For users of this handbook, Deel is acting as an Employee of Record for your company.

As an Employee, you are welcome to submit comments or suggestions to Deel at any time. Feel free to give feedback and let Deel know how to serve you better.

We are an equal opportunities employer and do not discriminate on the grounds of gender, sexual orientation, marital or civil partner status, pregnancy or maternity, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability or age.

2. APPLICABLE LAW

The policies and guidelines in this Handbook are intended to comply with all applicable country and local laws. Laws change and evolve, however, and in some cases, country or local law in particular may differ in some way from the general policies and guidelines. When the local law differs, the Company will determine how best to accommodate the difference in each circumstance and will advise all affected Employees. In general, the Company will follow the guidelines listed below:

- (a) In the event that an applicable law grants Employees greater rights or more favourable treatment than is set forth in this Handbook, that law will prevail.



- (b) In the event that these policies and guidelines grant Employees greater rights or more favourable treatment than those provided by the law, these policies and guide-lines will prevail.
- (c) In the event that there is any conflict between the Employee's contract of employment and the rules set out in this handbook, the terms of contract will prevail.

3. USING THE STAFF HANDBOOK

This Staff Handbook sets out the main policies and procedures that you will need to be aware of while working for us. You should familiarise yourself with it and comply with it at all times. Any questions you may have with regard to its contents or what you have to do to comply with it should be referred to your line manager.

The policies and procedures set out in this handbook apply to all employees unless otherwise indicated. They do **not** form part of the terms of your contract with us, which are provided to you separately. Your contract sets out your job title, hours and place of work, probationary period, salary, holidays and holiday pay, sickness absence reporting procedure and sick pay, your entitlement to and obligation to give notice to terminate your contract and the duties of confidentiality and restrictions that continue to apply after the termination of your contract.

4. RESPONSIBILITY FOR THE STAFF HANDBOOK

The Staff Handbook is reviewed regularly to ensure that its provisions continue to meet our legal obligations and reflect best practice.

Everyone should ensure that they take the time to read and understand the content of this handbook and act in accordance with its aims and objectives. Managers must ensure all staff understand the standards of behaviour expected of them and to take action when behaviour falls below those requirements.

5. DATA PROTECTION

The Company places great importance on safeguarding your personal data. We adhere to relevant data protection laws, including, but not limited to, the General Data Protection Regulation (Regulation 2016/679), the California Consumer Privacy Act (CCPA), the Canadian Personal Information Protection and Electronic Documents Act (PIPEDA), the Brazilian General Data Protection Law (LGPD), and other applicable regulations.



For detailed information on how we handle your personal data, please read the Employee Privacy Notice which is available here <https://www.deel.com/eor-privacy>.

The Employee Privacy Notice outlines our practices for collecting, processing, and protecting your personal data.

6. EXPENSES POLICY

6.1. About this policy

This policy deals with claims for reimbursement of expenses, including travel, accommodation and hospitality.

This policy does not form part of any employee's contract of employment and we may amend it at any time.

6.2. Reimbursement of expenses

We will reimburse expenses properly incurred in accordance with this policy. Any attempt to claim expenses fraudulently or otherwise in breach of this policy may result in disciplinary action.

Expenses will only be reimbursed if they are:

- (a) submitted to the Accounts Department] on the appropriate claim form;
- (b) submitted within 28 days] of being incurred;
- (c) supported by relevant documents (for example, GST receipts, tickets, and credit or debit card slips); and
- (d) authorized in advance where required.

Any questions about the reimbursement of expenses should be put to your line manager before you incur the relevant costs.

6.3. Travel expenses

We will reimburse the reasonable cost of necessary travel in connection with our business. The most economic means of travel should be chosen if practicable. The following are not treated as travel in connection with our business:

- (a) travel between your home and usual place of work;
- (b) travel which is mainly for your own purposes; and



- (c) travel which, while undertaken on our behalf, is similar or equivalent to travel between your home and your usual place of work.

We will not reimburse penalty fares or fines for parking or driving offences, other than at our discretion in exceptional circumstances.

7. EQUAL OPPORTUNITIES POLICY

7.1. Equal opportunities statement

Deel is committed to promoting equal opportunities in employment. You and any job applicants will receive equal treatment regardless of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation (**Protected Characteristics**).

7.2. About this policy

This policy sets out our approach to equal opportunities and the avoidance of discrimination at work. It applies to all aspects of employment with us, including recruitment, pay and conditions, training, appraisals, promotion, conduct at work, disciplinary and grievance procedures, and termination of employment.

This policy does not form part of any employee's contract of employment and we may amend it at any time.

7.3. Discrimination

You must not unlawfully discriminate against or harass other people including current and former employees, job applicants, clients, customers, suppliers and visitors. This applies in the workplace, outside the workplace (when dealing with customers, suppliers or other work-related contacts [or when wearing a work uniform]), and on work-related trips or events including social events.

The following forms of discrimination are prohibited under this policy and are unlawful under the Human Rights Act 1993:

- (d) **Direct discrimination:** treating someone less favourably because of a Protected Characteristic. For example, rejecting a job applicant because of their religious views or because of their sexual orientation.

- (e) **Indirect discrimination:** a provision, criterion or practice that applies to everyone but adversely affects people with a particular Protected Characteristic more than others, and is not justified. For example, requiring a job to be done full-time rather than part-time would adversely affect women because they generally have greater childcare commitments than men. Such a requirement would be discriminatory unless it can be justified.
- (f) **Harassment:** this includes sexual harassment and other unwanted conduct related to a Protected Characteristic, which has the purpose or effect of violating someone's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. Harassment is dealt with further in our Anti-harassment and Bullying Policy.
- (g) **Victimisation:** retaliation against someone who has complained or has supported someone else's complaint about discrimination or harassment.
- (h) **Disability discrimination:** this includes direct and indirect discrimination, any unjustified less favourable treatment because of the effects of a disability, and failure to make reasonable adjustments to alleviate disadvantages caused by a disability.

8. ANTI-HARASSMENT AND BULLYING POLICY

8.1. About this policy

Deel is committed to providing a working environment free from harassment and bullying and ensuring all staff are treated, and treat others, with dignity and respect.

This policy covers harassment or bullying which occurs at work and out of the workplace, such as on business trips or at work-related events or social functions. It covers bullying and harassment by staff (which may include consultants, contractors and agency workers) and also by third parties such as customers, suppliers or visitors to our premises.

This policy does not form part of any employee's contract of employment and we may amend it at any time.

For further information about anti-harassment and bullying policy please see our Anti-Harassment Policy located in our intranet.

8.2. What is harassment?

Harassment is any unwanted physical, verbal or non-verbal conduct that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment.

It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.

Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. Harassment is unacceptable even if it does not fall within any of these categories.

Harassment may include, for example:

- (i) unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing;
- (j) unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless);
- (k) offensive e-mails, text messages or social media content;
- (l) mocking, mimicking or belittling a person's disability.

A person may be harassed even if they were not the intended "target". For example, a person may be harassed by racist jokes about a different ethnic group if the jokes create an offensive environment.

8.3. What is bullying?

Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority, but can include both personal strength and the power to coerce through fear or intimidation.

Bullying can take the form of physical, verbal and non-verbal conduct. Bullying may include, by way of example:

- (m) physical or psychological threats;
- (n) overbearing and intimidating levels of supervision;
- (o) inappropriate derogatory remarks about someone's performance;



Legitimate, reasonable and constructive criticism of a worker's performance or behaviour, or reasonable instructions given to workers in the course of their employment, will not amount to bullying on their own.

8.4. If you are being harassed or bullied

If you are being harassed or bullied, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to your line manager, who can provide confidential advice and assistance in resolving the issue formally or informally.

If informal steps are not appropriate, or have not been successful, you should raise the matter formally under our Grievance Procedure.

We will investigate complaints in a timely and confidential manner. The investigation will be conducted by someone with appropriate experience and no prior involvement in the complaint, where possible. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis. We will consider whether any steps are necessary to manage any ongoing relationship between you and the person accused during the investigation.

Once the investigation is complete, we will inform you of our decision. If we consider you have been harassed or bullied by an employee the matter will be dealt with under the Disciplinary Procedure as a case of possible misconduct or serious misconduct. If the harasser or bully is a third party such as a customer or other visitor, we will consider what action would be appropriate to deal with the problem. Whether or not your complaint is upheld, we will consider how best to manage any ongoing working relationship between you and the person concerned.

8.5. Protection and support for those involved

Staff who make complaints or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.

8.6. Record-keeping

Information about a complaint by or about an employee may be placed on the employee's personnel file, along with a record of the outcome and of any notes or other documents compiled during the process. These will be processed in accordance with data protection applicable law including the Privacy Act 2020.

9. ANTI-CORRUPTION AND BRIBERY POLICY

9.1. About this policy

It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships.

Any employee who breaches this policy will face disciplinary action, which could result in dismissal for serious misconduct. Any non-employee who breaches this policy may have their contract terminated with immediate effect.

This policy does not form part of any employee's contract of employment and we may amend it at any time. It will be reviewed regularly.

9.2. Who must comply with this policy?

This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners.

9.3. What is bribery?

Bribe means a financial or other inducement or reward for action which is illegal, unethical, a breach of trust or improper in any way. Bribes can take the form of money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or any other advantage or benefit.

Bribery includes offering, promising, giving, accepting or seeking a bribe.

All forms of bribery are strictly prohibited. If you are unsure about whether a particular act constitutes bribery, raise it with your manager.

Specifically, you must not:

- (p) give or offer any payment, gift, hospitality or other benefit in the expectation that a business advantage will be received in return, or to reward any business received;
- (q) accept any offer from a third party that you know or suspect is made with the expectation that we will provide a business advantage for them or anyone else;

- (r) give or offer any payment (sometimes called a facilitation payment) to a government official in any country to facilitate or speed up a routine or necessary procedure;

You must not threaten or retaliate against another person who has refused to offer or accept a bribe or who has raised concerns about possible bribery or corruption.

9.4. How to raise a concern

If you are offered a bribe, or are asked to make one, or if you suspect that any bribery, corruption or other breach of this policy has occurred or may occur, you must notify your manager or report it in accordance with our Open Communication Policy as soon as possible.

10. OPEN COMMUNICATION POLICY

10.1. About this policy

We are committed to conducting our business with honesty and integrity and we promote open communication. Any concern can be reported according to the [Open Communication Policy](#). This policy covers all employees, officers, consultants, contractors, casual workers and agency workers. It does not form part of any employee's contract of employment and we may amend it at any time.

11. WORKING HOURS

11.1. General

Normal working hours for a full-time employee are usually Monday to Friday, for a maximum of 40 hours in a week unless we ask you to work reasonable extra hours.

There can be possible exceptions to the setting mentioned above, and it will be evaluated from time to time, if supported by significant motivation and if it has been approved by the manager of the department and/or eventually, by your line manager.

11.2. Out-of-hours work

As part of the terms and conditions of employment, the Employee may be required to work beyond his/her normal working hours on occasions, in compliance and with the limits provided by the applicable law. Whilst every effort will be made to give as much prior warning as possible, it should be understood that there is sometimes a requirement



to work extended hours at short notice.

12. WORKING FROM REMOTE

12.1. About this policy

Our Working from Remote policy outlines our guidelines for employees who work from a location other than our offices. We want to ensure that both employees and our company will benefit from these arrangements.

12.2. Scope

This policy applies to employees whose primary work location is not at our offices.

12.3. Remote working agreement

Employees may work remotely on a permanent or temporary basis as provided by the individual employment agreement.

Permanent remote work employees should indicate their primary working address in a remote working agreement.

Office-based employees may also be required to work remotely if requested by the line manager. Employees who are new parents or suffer from short-term/long-term disability may agree to longer periods of remote working with their manager and HR.

Office-based employees may also revert to permanent remote working in cases of relocation. HR will assess their eligibility on a case-by-case basis.

If an employee would like a flexible, or temporary working from home arrangement, this must be discussed with their supervisor or manager in the first instance. The employer will consider an employee's request but is under no obligation to grant it. If such a request is granted, this may be regularly reviewed by the employer, at their discretion.

In addition to the above, we have instituted online training modules for remote working that are mandatory for employees to undergo.

12.4. Remote working that works

To ensure that your performance will not suffer in remote work arrangements, we advise you while working remotely to:



- (a) Ensure their health and safety, and those of others in the workplace is paramount. Employees must consider any potential risks and hazards within their home environment and communicate these to their supervisor or manager.
- (b) Choose a quiet and distraction-free working space.
- (c) Have an internet connection that's adequate for their job.
- (d) Dedicate their full attention to their job duties during working hours.
- (e) Adhere to break and attendance schedules agreed upon with their manager.
- (f) Ensure their schedules overlap with those of their team members for as long as is necessary to complete their job duties effectively.

Your line manager should determine long-term and short-term goals.

12.5. Compliance with Policies

You as a remote employee must follow our company's policies like any office-based colleagues, including health and safety policies.

Employees must ensure that all confidential information is kept secure and not compromised.

12.6. Compensation and benefits

Your compensation already includes compensation for remote work, unless otherwise stated in your employment agreement.

12.7. Equipment

You shall buy equipment that is essential to your job duties, like laptops, headsets and cell phones (when applicable.) and apply for the Expenses policy to be reimbursed. If needed, we will install VPN and company-required software when employees receive their equipment. We will not provide secondary equipment (e.g. printers and screens.)

Equipment that is essential for the job duties and reimbursed as expenses are company property. Employees must keep it safe and avoid any misuse. Specifically, employees must:

- (a) Keep their equipment password protected.
- (b) Store equipment in a safe and clean space when not in use.
- (c) Follow all data encryption, protection standards and settings.
- (d) Refrain from downloading suspicious, unauthorized or illegal software.



Your line manager will discuss insurance needs with you. You may have to take up homeowner's insurance to cover the cost of company equipment. Deel may reimburse a portion of the coverage when applicable.

13. HOLIDAYS POLICY

13.1. About this policy

This policy sets out our arrangements for employees wishing to take holidays (also known as annual leave).

This policy covers all employees at all levels and grades, including full-time, part-time, permanent and fixed-term employees, managers, directors, trainees, and homeworkers.

This policy does not form part of any employee's contract of employment and we may amend it at any time. We may also vary the policy as appropriate in any case.

13.2. Annual leave entitlement

The company's holiday year runs from 1 January to 31 December. If your employment starts or finishes part way through the holiday year, your annual leave entitlement during that year shall be calculated on a pro-rata basis rounded up to the nearest whole number.

Unless otherwise set out in your employment contract, you are entitled to 4 weeks paid annual leave in each holiday year, or the pro rata equivalent if you work part time.

Except as set out in this policy, holiday entitlement must be taken in accordance with the applicable law. Any holiday not taken by the end of the period provided by the law cannot be paid in lieu unless at the termination of your employment.

13.3. Public holidays

In addition, you are entitled to take the usual public holidays or days in lieu where we require staff to work on a public holiday. If you work on a public holiday at the request of the employer, you are entitled to payment of time and a half, and you are entitled to an additional day off in lieu. The additional day off in lieu will be decided in agreement with the employer in accordance with paragraph 13.4.

13.4. Taking holiday

All holiday must be approved in advance by your line manager. You should normally give at least four weeks' notice of holiday requests to allow planning of rotas or work



schedules where necessary. You must not make travel bookings until approval has been given.

We may require you to take (or not to take) holiday on particular dates, including when the business is closed, particularly busy, or during your notice period. The employer will provide at least 14 days' notice of any requirement to take a holiday.

13.5. Sickness during periods of holiday

If you are sick or injured during a holiday period and would have been incapable of work, you may choose to treat the period of incapacity as sick leave and reclaim the affected days of holiday.

Employees already on sick leave before a pre-arranged period of holiday may choose to cancel any days of holiday that coincide with the period of incapacity and treat them as sick leave.

Company sick pay will only be paid for such days if you comply with our Sickness Absence Policy, including notifying your manager immediately of your incapacity and obtaining medical evidence, even if you are abroad.

Dishonest claims or other abuse of this policy will be treated as misconduct under our disciplinary procedure.

13.6. Long-term sickness absence and holiday entitlement

Holiday entitlement continues to accrue during periods of sick leave.

If you are on a period of sick leave which spans two holiday years, or if you return to work after sick leave so close to the end of the holiday year that you cannot reasonably take your remaining holiday, you may carry over unused holiday to the following leave year.

Any holiday that is carried over under this rule but is not taken within 18 months of the end of the holiday year in which it accrued will be lost.

Alternatively you can choose to take your paid holiday during your sick leave, in which case you will be paid at your normal rate.

13.7. Family leave and holiday entitlement

Holiday entitlement does not continue to accrue during periods of parental leave or also referred to in this policy as family leave).



If you are planning a period of family leave that is likely to last beyond the end of the holiday year, you should discuss your holiday plans with your manager in good time before starting your family leave. Any holiday entitlement for the year that cannot reasonably be taken before starting your family leave can be carried over to the next holiday year.

For the avoidance of doubt this covers your full holiday entitlement.

13.8. Arrangements on termination

On termination of employment, you may be required to use any remaining holiday entitlement during your notice period, to the extent permitted by the applicable law. Alternatively, you will be paid in lieu of any accrued but untaken holiday entitlement for the current holiday year to date, plus any holiday permitted to be carried over from previous years under this policy or as required by law.

14. DISCIPLINARY PROCEDURE

14.1. About this procedure

This procedure is intended to help maintain standards of conduct and to ensure fairness and consistency when dealing with allegations of misconduct.

Minor conduct issues can usually be resolved informally with your line manager. This procedure sets out formal steps to be taken if the matter is more serious or cannot be resolved informally.

This procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors.

This procedure does not form part of any employee's contract of employment and we may amend it at any time.

14.2. Investigations

Before any disciplinary hearing is held, the matter will be investigated. Any meetings and discussions as part of an investigation are solely for the purpose of fact-finding and no disciplinary action will be taken without a disciplinary formal procedure.

In some cases of alleged misconduct, we may need to suspend you from work while we carry out the investigation or disciplinary procedure (or both). While suspended, you

should not visit our premises or contact any of our clients, customers, suppliers, contractors or staff, unless authorised to do so.

14.3. Disciplinary action and dismissal

The usual penalties for misconduct are:

- (e) **First written warning.** Where there are no other active written warnings on your disciplinary record, you will usually receive a first written warning.
- (f) **Final written warning.** In case of further misconduct or failure to improve where there is an active first written warning on your record, you will usually receive a final written warning. This may also be used without a first written warning for serious cases of misconduct.
- (g) **Dismissal.** You may be dismissed for serious misconduct or failure to improve where there is an active final written warning on your record, or for any act of serious misconduct. Examples of serious misconduct are given below together with any other circumstance which is considered by the law as a gross negligence or misconduct. You may also be dismissed without a warning for any act of misconduct or unsatisfactory performance during your probationary period.

14.4. Serious misconduct

Serious misconduct may result in dismissal without warning, with no notice or payment in lieu of notice (summary dismissal).

Serious misconduct is a serious breach of contract and includes misconduct which, in our opinion, is likely to prejudice our business or reputation or irreparably damage the working relationship and trust between us. This may include misconduct committed outside of work. The following are examples of matters that are normally regarded as gross misconduct:

- (a) theft or fraud;
- (b) physical violence or bullying;
- (c) deliberate and serious damage to property;
- (d) serious misuse of the organisation's property or name;
- (e) deliberately accessing internet sites containing pornographic, offensive or obscene material;
- (f) serious insubordination;
- (g) unlawful discrimination, victimisation, harassment or bullying;
- (h) bringing the organisation into serious disrepute;

- (i) serious incapability at work brought on by alcohol or illegal drugs;
- (j) causing loss, damage or injury through serious negligence;
- (k) a serious breach of health and safety rules;
- (l) a serious breach of confidence.

This list is intended as a guide and is not exhaustive.

15. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

An 'employment relationship problem' is any problem relating to or arising out of the employment relationship between an employer and employee, including a dispute or personal grievance, but is not a problem with the agreeing of new terms and conditions of employment.

- (a) 'Dispute' means a dispute about the interpretation, application, or operation of this employment agreement.
- (b) 'Personal grievance' means any grievance that an employee may have against their employer including a claim that they have been:
 - (i) unjustifiably dismissed; or
 - (ii) disadvantaged by some unjustifiable action by the employer; or
 - (iii) discriminated against, sexually harassed, racially harassed, or subject to duress in relation to membership or non-membership of a union or employees' organisation, in their employment.

Where you have any concerns about your employment, or any action or inaction of the Employer, you should raise your concern with the Employer and attempt to find a solution.

The Ministry of Business, Innovation and Employment ('MBIE') provides services which may assist employees and employers in resolving their employment relationship problems. MBIE's services include information about rights and obligations and assistance through mediation.

Where you consider that you have grounds for a personal grievance, you must raise the grievance with the Employer within 90 days (unless consent is obtained) beginning with

the date of which the action alleged to amount to a personal grievance occurred or came to your notice, whichever is the later.

Where you are dismissed, except pursuant to a 90-day trial clause, you may, within 60 days of the dismissal or when you became aware of the dismissal, whichever is the later, request from the Employer a written statement setting out the reasons for your dismissal. Where such statement is requested, the Employer shall provide the statement within 14 days.

16. INTERNAL GRIEVANCE PROCEDURE

16.1. About this procedure

This procedure outlines what you should do to raise any concerns or grievances with the employer in the first instance.

Most grievances can be resolved quickly and informally through discussion with your line manager. If this does not resolve the problem you should initiate the formal procedure set out below.

This procedure applies to all employees regardless of length of service.

This procedure does not form part of any employee's contract of employment. It may be amended at any time and we may depart from it depending on the circumstances of any case.

16.2. Step 1: written grievance

You should put your grievance in writing and submit it to your line manager. If your grievance concerns your line manager you may submit it to the HR Director.

The written grievance should set out the nature of the complaint, including any relevant facts, dates, and names of individuals involved in sufficient detail so that we can investigate it.

16.3. Step 2: meeting

We will arrange a grievance meeting, normally within one week of receiving your written grievance. You should make every effort to attend.

You may bring a support person to the grievance meeting. The support person may be either a trade union representative, a colleague, legal representative or other trusted



person. If your support person is a colleague or union representative, they will be allowed reasonable paid time off from duties to act as your companion.

If you or your support person cannot attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time.

We may adjourn the meeting if we need to carry out further investigations, after which the meeting will usually be reconvened.

We will write to you, usually within one week of the last grievance meeting, to confirm our decision and notify you of any further action that we intend to take to resolve the grievance. We will also advise you of your right of appeal.

16.4. Step 3: appeals

If the grievance has not been resolved to your satisfaction you may appeal in writing to HR Director, stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.

We will hold an appeal meeting, normally within two weeks of receiving the appeal. This will be dealt with impartially by a [more senior] manager who has not previously been involved in the case. You will have a right to bring a support person.

We will confirm our final decision in writing, usually within one week of the appeal hearing. There is no further right of appeal.

17. SICKNESS ABSENCE POLICY

17.1. About this policy

This policy sets out our arrangements for sick pay and for reporting and managing sickness absence.

Abuse of sickness absence, including failing to report absence or falsely claiming sick pay will be treated as misconduct under our Disciplinary Procedure.

This policy does not form part of any employee's contract of employment and we may amend it at any time.

17.2. Reporting when you are sick



If you cannot attend work because you are sick or injured you should telephone your manager as early as possible and no later than 1 hour after the time when you are normally expected to start work.

17.3. Evidence of incapacity

You must complete a self-certification form for sickness absence of up to seven calendar days.

For absence of more than a week you must obtain a certificate from your doctor stating that you are not fit for work, giving the reason. You must also complete a self-certification form to cover the first seven days. If absence continues beyond the expiry of a certificate, a further certificate must be provided.

If your doctor provides a certificate stating that you "may be fit for work" you must inform your manager immediately. We will hold a discussion with you about how to facilitate your return to work, taking account of your doctor's advice. If appropriate measures cannot be taken, you will remain on sick leave and we will set a date for review.

17.4. Sick pay amount

Full-time and part-time employees get 10 days each year of paid sick leave.

18. TIME OFF FOR ANTENATAL APPOINTMENTS POLICY

18.1. About this policy

This policy outlines the statutory right to take time off to attend antenatal appointments.

This policy applies to employees. It does not apply to self-employed contractors.

This policy does not form part of any employee's contract of employment and we may amend it at any time.

18.2. Time off if you are pregnant

If you are pregnant you may take reasonable paid time off during working hours for antenatal appointments. If you are pregnant you may take paid time off during working hours for antenatal appointments. This may include any relaxation or parenting classes that your doctor, midwife or health visitor has advised you to attend. You should try to give us as much notice as possible of the appointment. Unless it is your first



appointment, we may ask to see a certificate confirming your pregnancy and an appointment card.

19. TIME OFF FOR ADOPTION APPOINTMENTS POLICY

19.1. About this policy

This policy applies to employees. It does not apply to self-employed contractors.

This policy does not form part of any employee's contract of employment and we may amend it at any time.

19.2. Amount of time off

You are entitled to 2 days unpaid pre-adoption leave to attend relevant interviews or examinations required to adopt.

19.3. How to book time off

Please give us as much notice of the appointment as possible. You must provide your manager with a signed statement or an email confirming:

- (a) The date and time of the appointment.
- (b) That the appointment has been arranged or requested by the adoption agency.

20. PARENTAL LEAVE

20.1. About this policy

This policy outlines the statutory rights and responsibilities of employees who give birth or adopt a child, and sets out the arrangements for parental leave.

Arrangements for time off for antenatal care and to accompany a pregnant woman to antenatal appointments are set out in our Time off for Antenatal Appointments Policy.

20.2. Parental leave entitlements

The Employer provides parental leave in accordance with the Parental Leave and Employment Protection Act 1987.

Parental leave is available, where entitlement is established, to all employees irrespective of the employee's marital status or sexual orientation. It is available, again



where entitlement is established, in relation to children to be born or adopted. Entitlement to parental leave is determined in relation to either the expected date of delivery or the date on which you assume the care of a child with a view to adoption.

There are two levels of parental leave. If you, at the expected date of delivery or the date on which you assume the care of a child with a view to adoption, will have been in the employment of Mitchell's for at least an average of 10 hours a week over the immediately preceding:

- a. Six months, then you may be entitled to:
 - 26 weeks' of primary carer leave if you are the primary carer of the child
 - Two week's partner's leave if you are the partner of the primary carer
 - 26 weeks' extended leave (less the number of weeks taken as primary carer leave)
 - 10 days' special leave (pregnant employees only)
- b. 12 months, may be entitled to:
 - 26 weeks' or primary carer leave if you are the primary carer of the child
 - Two weeks' partner's leave if you are the partner of the primary carer
 - 52 weeks' extended leave (less the number of weeks taken as primary carer leave)
 - 10 days' special leave (pregnant employees only)

Parental leave is unpaid; however, where there is entitlement to parental leave there may also be entitlement to parental leave payments. There are different eligibility rules for parental leave and parental leave payments. Deel is not responsible for any parental leave payments. Parental leave payments are administered by the Department of Inland Revenue. Please note that it is impossible to receive parental leave payments without taking parental leave.

20.3. Notification

At least 3 months before the intended start of your parental leave, in accordance with Section 20.4 or as otherwise provided by the law, or as soon as reasonably practical afterwards, you must tell us in writing:

- (a) the week in which childbirth or placement is expected (**Expected Week of Childbirth/Date of Placement**); and



- (b) the date on which you would like to start your parental leave (**Intended Start Date**) and the intended end date.

We will write to you within 28 days to tell you the date we will expect you to return to work if you take your full parental leave entitlement (**Expected Return Date**).

Further, once available, you must provide us with a copy of the:

- (a) Certificate from a doctor or midwife confirming the Expected Week of Childbirth; or
- (b) Matching certificate from the adoption agency indicating that it has matched you with a child of under sixteen for adoption and tells you the date the child is expected to be placed into your care, and written notice to the agency that you agree to the child being placed with you on the Expected Placement Date.

20.4. Starting parental leave

The following rules apply on when parental leave will start:

- (a) Where an employee takes parental leave because they are pregnant or giving birth, the parental leave may start up to 6 weeks before the expected date of birth, or earlier if agreed with us before.
- (b) Where the employee who takes birth-related parental leave is the spouse or de facto partner of a woman giving birth, the leave must start on the date of the birth.
- (c) Where an employee takes parental leave in relation to the adoption of a child, the leave must start on the date of the child's placement.

If you want to change your Intended Start Date please tell us in writing. You should give us as much notice as you can, but wherever possible you must tell us at least 28 days before the original Intended Start Date (or the new start date if you are bringing the date forward). We will then write to you within 28 days to tell you your new expected return date.

Your parental leave should normally start on the Intended Start Date. However, it may start earlier if you give birth before your Intended Start Date, or if you are absent for a pregnancy-related reason in the last four weeks before your Expected Week of Childbirth. In either of those cases, parental leave will start on the following day.

Shortly before your parental leave is due to start, we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. [Unless you request otherwise, you will



remain on circulation lists for internal news, job vacancies, training and work-related social events.]

The law provides that we cannot allow you to work during the 28 days following childbirth if you are entitled to paid parental leave as described in paragraph 20.2 above.

20.5. Returning to work

You must return to work on the Expected Return Date unless you tell us otherwise. If you wish to return to work earlier than the Expected Return Date, you must give us eight weeks' prior written notice of the date. You may be able to return later than the Expected Return Date if you request annual leave or parental leave, which will be at our discretion.

You are normally entitled to return to work in the position you held before starting parental leave, and on the same terms of employment. Exceptions may occur in particular circumstances in accordance and with limits of applicable law.

If you want to change your hours or other working arrangements on return from parental leave you should make a request to your line manager. Acceptance of such change is at sole discretion of your line manager.

If you decide not to return to work, you should give us a written notice of resignation in accordance with your contract.

21. BEREAVEMENT LEAVE POLICY

21.1. About this policy

Bereavement leave is designed to help you deal with traumatic personal circumstances such as the death of a member of your immediate family or of your household or when they suffer a life-threatening illness or injury.

This policy does not form part of any employee's contract of employment and we may amend it at any time.

21.2. When compassionate leave may be available

You may take a paid bereavement leave of up to 3 days if:

- (a) A member of your immediate family or household dies, or contracts or develops a life-threatening illness or injury;

- (b) A baby in your immediate family or household is stillborn;
- (c) You have a miscarriage; or
- (d) Your current spouse or de facto partner has a miscarriage.
- (e) Your immediate family includes your current or former spouse, your current or former de facto partner, child, parent, grandparent, grandchild, sibling. Immediate family also includes the immediate family of your current or former spouse or de facto partner, step-relations (such as step-parent or step-child), and adoptive relations.

We may consider requests for bereavement leave due to other traumatic events or difficult personal circumstances on a case by case basis.

The bereavement leave can be taken as a single continuous 3-day period or 3 separate periods of 1 day each, or any separate periods the employee and the employer agree.

We may grant further unpaid bereavement leave in this situation at our discretion.

If you are still unable to return to work following bereavement leave you should contact your line manager. We may, at our discretion, grant you unpaid bereavement leave in those circumstances. Alternatively, you may be able to take a period of annual leave, subject to your manager's approval.

21.3. Requesting bereavement leave

We recognise that it may not always be possible to request bereavement leave in advance. However, where it is possible, you should make a request to your line manager. You should tell them the reasons for your request and the number of days leave you would like to take.

Where it is not possible to request leave in advance you should contact your line manager as soon as possible to tell them the reason for your absence and the number of days you expect to be absent. Someone can do this on your behalf if necessary.

We may also request documents (such as a death or funeral notice or statutory declaration) in relation to the bereavement leave.

22. Family violence leave



Upon completion of six months' current continuous employment with the Employer, and upon the completion of each 12 months' current continuous employment with the employer thereafter, you shall become entitled to 10 days' paid family violence leave.

Untaken family violence leave will not carry forward to subsequent years and will not be paid out on termination of employment.

You may take family violence leave if you are a person affected by family violence. You will provide proof that you are a person affected by family violence if required to do so by the Employer.

You will notify the Employer as early as possible before you are due to start work on a day that is intended to be taken as family violence leave (paid or unpaid as the case may be) or, if that is not practicable, as early as possible after that.

The family violence leave in this agreement is inclusive of, and not additional to, the family violence leave provided for in the Holidays Act 2003.

23. TIME OFF FOR PUBLIC DUTIES POLICY

23.1. About this policy

We wish to enable employees to perform any public duties, including jury service, that they may be committed to undertake and so will give them time off to do so where it does not conflict with the operational needs of our business according to the applicable law. We are not legally obliged to grant paid leave for these purposes.

24. HEALTH AND SAFETY POLICY

24.1. About this policy

This policy sets out our arrangements for ensuring we meet our health and safety obligations to staff and anyone visiting our premises or affected by our work.



CEO has overall responsibility for health and safety and the operation of this policy.

This policy does not form part of any employee's contract of employment and we may amend it at any time. We will continue to review this policy to ensure it is achieving its aims.

24.2. Your responsibilities

All staff share responsibility for achieving safe working conditions. You must take care of your own health and safety and that of others, observe applicable safety rules and follow instructions for the safe use of equipment.

You should report any health and safety concerns immediately to your line manager.

You must co-operate with managers on health and safety matters, including the investigation of any incident.

Failure to comply with this policy may be treated as misconduct and dealt with under our Disciplinary Procedure.

24.3. Information and consultation

We will inform and consult trade regarding health and safety matters.

24.4. Training

We will ensure that you are given adequate training and supervision to perform your work competently and safely.

24.5. Equipment

You must use equipment in accordance with any instructions given to you. Any equipment fault or damage must immediately be reported to your line manager. Do not attempt to repair equipment unless trained to do so.

24.6. Accidents and first aid

All accidents, injuries and near misses at work, however minor, should be reported to your line manager and recorded in the Accident Book which is kept on Company's intranet.

24.7. Risk assessments and measures to control risk



We carry out general workplace risk assessments periodically. The purpose is to assess the risks to health and safety of employees, visitors and other third parties as a result of our activities, and to identify any measures that need to be taken to control those risks.

24.8. Computers and display screen equipment

Information on workstation assessments, eye tests and the use of DSE can be obtained from your line manager.

24.9. Fire Alarm

Employees should follow these steps to help prevent fires:

Before you use any electrical appliances carry out a quick check to make sure that the cables, plugs etc are not damaged.

Do not use any electrical equipment that shows signs of damage, even if you think it is only minor. Report any faults you find to your line manager and find an alternative appliance.

Ensure that you place your rubbish in the waste bins. Do not overfill the bins and ensure that your waste bin is accessible to the cleaners at the end of each day.

25. IT AND COMMUNICATIONS SYSTEMS POLICY

25.1. About this policy

Our IT and communications systems are intended to promote effective communication and working practices. This policy outlines the standards you must observe when using these systems, when we will monitor their use, and the action we will take if you breach these standards.

Breach of this policy may be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

This policy does not form part of any employee's contract of employment and we may amend it at any time.

25.2. Equipment security and passwords

You are responsible for the security of the equipment allocated to or used by you, and you must not allow it to be used by anyone other than in accordance with this policy. You



should use passwords on all IT equipment, particularly items that you take out of the office. You should keep your passwords confidential and change them regularly.

You must only log on to our systems using your own username and password. You must not use another person's username and password or allow anyone else to log on using your username and password.

If you are away from your desk you should log out or lock your computer. You must log out and shut down your computer at the end of each working day.

25.3. Systems and data security

You should not delete, destroy or modify existing systems, programs, information or data (except as authorised in the proper performance of your duties).

You must not download or install software from external sources without authorisation from your line manager. Downloading unauthorised software may interfere with our systems and may introduce viruses or other malware.

You must not attach any device or equipment including mobile phones, tablet computers or USB storage devices to our systems without authorisation from your line manager.

We may monitor all e-mails passing through our system for viruses. You should exercise particular caution when opening unsolicited e-mails from unknown sources. If an e-mail looks suspicious do not reply to it, open any attachments or click any links in it.

Inform your line manager immediately if you suspect your computer may have a virus.

25.4. E-mail

Adopt a professional tone and observe appropriate etiquette when communicating with third parties by e-mail.

Remember that e-mails can be used in legal proceedings and that even deleted e-mails may remain on the system and be capable of being retrieved.

You must not send abusive, obscene, discriminatory, racist, harassing, derogatory, defamatory, pornographic or otherwise inappropriate e-mails.

You should not:

- (a) send or forward private e-mails at work which you would not want a third party to read;
- (b) send or forward chain mail, junk mail, cartoons, jokes or gossip;



- (c) contribute to system congestion by sending trivial messages or unnecessarily copying or forwarding e-mails to others who do not have a real need to receive them; or
- (d) send messages from another person's e-mail address (unless authorised) or under an assumed name.

Do not use your own personal e-mail account to send or receive e-mail for the purposes of our business. Only use the e-mail account we have provided for you.

25.5. Prohibited use of our systems

Misuse or excessive personal use of our telephone or e-mail system or inappropriate internet use will be dealt with under our Disciplinary Procedure. Misuse of the internet can in some cases be a criminal offence.

Creating, viewing, accessing, transmitting or downloading any of the following material will usually amount to serious misconduct (this list is not exhaustive):

- (a) pornographic material (that is, writing, pictures, films and video clips of a sexually explicit or arousing nature);
- (b) offensive, obscene, or criminal material or material which is liable to cause embarrassment to us or to our clients;
- (c) a false and defamatory statement about any person or organisation;
- (d) material which is discriminatory, offensive, derogatory or may cause embarrassment to others (including material which breaches our Equal Opportunities Policy or our Anti-harassment and Bullying Policy);
- (e) confidential information about us or any of our staff or clients (except as authorised in the proper performance of your duties);
- (f) unauthorised software;
- (g) any other statement which is likely to create any criminal or civil liability (for you or us); or
- (h) music or video files or other material in breach of copyright.

26. SOCIAL MEDIA POLICY

26.1. About this policy

This policy is in place to minimise the risks to our business through use of social media.



This policy deals with the use of all forms of social media, including but not limited to Facebook, LinkedIn, Twitter, Google+, Wikipedia, Instagram and all other social networking sites, internet postings and blogs. It applies to use of social media for business purposes as well as personal use that may affect our business in any way.

This policy does not form part of any employee's contract of employment and we may amend it at any time.

26.2. Personal use of social media

Occasional personal use of social media during working hours is permitted so long as it does not involve unprofessional or inappropriate content, does not interfere with your employment responsibilities or productivity and complies with this policy.

26.3. Prohibited use

You must avoid making any social media communications that could damage our business interests or reputation, even indirectly.

You must not use social media to defame or disparage us, our staff or any third party; to harass, bully or unlawfully discriminate against staff or third parties; to make false or misleading statements; or to impersonate colleagues or third parties.

You must not express opinions on our behalf via social media, unless expressly authorised to do so by your manager. You may be required to undergo training in order to obtain such authorisation.

You must not post comments about sensitive business-related topics, such as our performance, or do anything to jeopardise our trade secrets, confidential information and intellectual property. You must not include our logos or other trademarks in any social media posting or in your profile on any social media.

The contact details of business contacts made during the course of your employment are our confidential information. On termination of employment you must provide us with a copy of all such information, delete all such information from your personal social networking accounts and destroy any further copies of such information that you may have.

Any misuse of social media should be reported to your line manager

26.4. Guidelines for responsible use of social media



You should make it clear in social media postings, or in your personal profile, that you are speaking on your own behalf. Write in the first person and use a personal e-mail address.

Be respectful to others when making any statement on social media and be aware that you are personally responsible for all communications which will be published on the internet for anyone to see.

If you disclose your affiliation with us on your profile or in any social media postings, you must state that your views do not represent those of your employer (unless you have been authorised to speak on our behalf as set out in paragraph 3.3). You should also ensure that your profile and any content you post are consistent with the professional image you present to clients and colleagues.

If you are uncertain or concerned about the appropriateness of any statement or posting, refrain from posting it until you have discussed it with your manager.

If you see social media content that disparages or reflects poorly on us, you should contact your manager.

26.5. Breach of this policy

Breach of this policy may result in disciplinary action up to and including dismissal. Any member of staff suspected of committing a breach of this policy will be required to co-operate with our investigation.

You may be required to remove any social media content that we consider to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.