



A: Mt Wellington, 393 Mount Wellington Highway,
Auckland 1060, New Zealand.

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E: contactus@apexmegacentre.com

URL: www.apexmegacentre.com

NEW EMPLOYEE JOINING PROCESS STEPS (NON NEW ZEALANDER EMPLOYEE)

1. Email Fonua Law Limited being the Law Firm responsible for the completion of your Skilled Migrant Certification and request formalities i.e. document and requirements needed for the completion of your Skilled Migrant Certification.

ATTORNEY CONTACT DETAILS:

- Fonua Law Limited
 - Email Address: fonualawlimited@outlook.co.nz
 - Phone Number: (+64) 9-884-0144
2. Upon completion of the Skilled Migrant Certification through Kefalas Antonis Law Office; send the scan copies of the following documents to Head Human Resources, Tunnicliffe Ruddenklau for processing of your Work Visa i.e. Residence and Work Permit / Visa / Family Resident Permit:
 - Data page of valid passport
 - Colour Passport Photograph
 - Passport photograph and data page of valid passport of family members relocating with you.
 - Skilled Migrant Certificate and Card
 - Signed Contract of Employment
 - Medical report
 - Medical report of family members relocating with you
 - Scan copy of your Academic and Professional Credentials
 3. Submission of your Work Visa i.e. Residence and Work Permit / Visa / Family Resident Permit application by us at the Immigration New Zealand.
 4. Immediate payment of the 80% of your initial twelve (12) months' salary and expenses incurred in the course of completing the Skilled Migrant Certification through our official bankers.
 5. Immediate dispatch of the hard copies of all your Employment Job Offer documents, valid traveling documents and flight ticket to you via secure courier service.
 6. Notification of a scheduled appointment date between you and the New Zealand Embassy in either your current country of residence or home country for the endorsement of your passport and family passport with your Work Visa i.e. Residence and Work Permit / Visa / Family Resident Permit.
 7. Visit to the location on the appointment date for the endorsement of the Work Visa i.e. Residence and Work Permit / Visa / Family Resident Permit on your passport and family members.
 8. Arrival and pick-up of employee from the airport on the arrival date.
 9. For any further inquiries, please contact:
 - **The Legal Representative, Fonua Law Limited (fonualawlimited@outlook.co.nz OR +64-9-884-0144)**
 - **Head Human Resources, Tunnicliffe Ruddenklau (hr@apexmegacentre.com OR +64-9-888-0511)**



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EMPLOYER'S ADDRESS: MT WELLINGTON, 393 MOUNT WELLINGTON HIGHWAY, AUCKLAND 1060, NEW ZEALAND.

1. Commencement

- 1.1 The Employee's employment with the Employer will begin on 14th January 2019.
- 1.2 The place of work is Auckland, New Zealand and the Employee may from time to time be required to carry out such other reasonable duties as the Employer may decide, without additional remuneration, should this be necessary to meet the needs of the business.

2. Length of Employment

- 2.1 The first three (3) years of employment is a contract period, during which the Employee's performance will be monitored for contract extension and renewal purposes. During the contract period, either party may terminate the employment by giving a 30 days' notice to the other in writing.

3. Hours of work

- 3.1 The Employee's normal working hours are between 9:00AM to 5:00PM from Monday to Friday including a break between 12:00 NOON and 1:00 PM. These hours are flexible provided either the employee or the employer is notified appropriately 24 hours before the time.
- 3.2 The Employee may be required to work further hours as may be necessary to fulfil his/her duties for the needs of the business. Whenever possible, the management will give the Employee reasonable notice of any additional hours.

4. Payment

- 4.1 Payment is at the rate of \$ 16,550.00 NZD (Sixteen Thousand Five Hundred and Fifty New Zealand Dollars) after all tax deductions per month and is payable monthly in arrears.
- 4.2 As per government policy on employment of Alien Employees, eighty per cent (80%) of the employee's first twelve months' salary, One Hundred and Fifty Eight Thousand, Eight Hundred and Eighty-Eight New Zealand Dollars (\$ 158,880.00 NZD) will be transferred to the employee before the employee's arrival to Auckland, New Zealand and the employee will receive the remaining twenty per cent (20%) on monthly instalment of Three Thousand Three Hundred and Ten New Zealand Dollars (\$ 3,310.00 NZD) for the corresponding twelve (12) months.

5. Deductions from wages

- 5.1 The Employer shall be entitled to suspend the Employee's employment without pay in the event of the Employee refusing to obey a lawful order including (but not restricted to) those given to comply with the Employer's statutory obligations.
- 5.2 The Employer reserves the right and the Employee irrevocably authorises the Employer, at any time during the Employee's employment, or in any event upon termination, to deduct from the Employee's wages/salary and/or any other monies due to the Employee, an amount equivalent to any of the following:
 - (i) any overpayment of wages, salary, remuneration or other payment made to the Employee during the course of this employment;
 - (ii) the amount of any expenses claimed by the Employee and paid but subsequently disallowed by the Employer,
 - (iii) the outstanding amount of any loan or advance made by the Employer to the Employee; and
 - (iv) any cost of repairing any damage to or loss of property of, any fines or charges imposed upon or any other loss sustained by the Employer or any third party, caused by the Employee's breach of contract or breach of the Employer's rules or as a result of the Employee's negligence or dishonesty.

6. Skilled Migrant Certification

- 6.1 In compliance with the (Immigration and Nationality Act section 023(h) (09)) and the Ministry of Business, Innovation and Employment act as amended, which makes it mandatory that every foreign national employed in New Zealand must first complete the Skilled Migrant Certification and be issued with the Skilled Migrant Certificate and Card duly endorsed by the Ministry of Business, Innovation and Employment. The Skilled Migrant Certification from the NZ Ministry of Business, Innovation and Employment simply notifies the Immigration New Zealand that you have the pre-requisite educational, professional and experience portfolio in addition to the required level of financial independency to take up this working position as there are not sufficient New Zealand workers able, willing, qualified and available to accept the job opportunity in the area of your employment and your employment will not adversely affect the wages and working conditions of similarly employed New Zealand workers. Tertiary Education, Skills and Employment section of the New Zealand Ministry of Business, Innovation and Employment maintains a system of records titled employer application and attestation file for foreign workers. You are required to contact the below certified Immigration Attorney for their services in completing the Skilled Migrant Certification on your behalf. Remember this is mandatory as your Residence and Work Permit / Visa / Family Resident Permit cannot be secured without the completion of the Skilled Migrant Certification.
- 6.2 The approved Attorney with the contact details below has been contacted and provided with relevant Employer's confidential documents to assist the Employee complete the process.

Fonua Law Limited
2/145 Wellesley Street West,
Auckland, New Zealand.

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- 6.3 The administrative fee for the completion of Skilled Migrant Certification and procurement of the Skilled Migrant Certificate and Card is directly the Employee's responsibility because the Government requires the full involvement of the Employee and no interference by the Employer in the process to ensure that the Employee is financially independent before entry into New Zealand.
- 6.4 The Employee will be required to send the scan copies of the following documents for the application of Work Visa i.e. Residence and Work Permit / Visa / Family Resident Permit after the completion of the Skilled Migrant Certification;
 - Data Page of Valid Passport
 - Colour Passport Photograph
 - Passport photograph and data page of valid passport of family members relocating with you
 - Skilled Migrant Certificate and Card (to be obtained through the above stated solicitor)
 - Signed Contract of Employment
 - Medical report
 - Medical report of family members relocating with you
 - Scan copy of your Academic and Professional Credentials
- 6.5 The Employee will not pay for Work Visa i.e. Residence and Work Permit / Visa / Family Resident Permit, as the Employer will pay for your Work Visa i.e. Residence and Work Permit / Visa / Family Resident Permit Expenses after the Employee has completed the Skilled Migrant Certification.

7. Benefits

The Employee is entitled to the following bonus and benefits:

- 7.1 Performance Bonuses: Effective upon satisfactory completion of the first 90 days of employment, and based upon the goals and objectives agreed to in the performance development planning process with the management, the Employee may be eligible for a bonus. The bonus plan for this year and beyond, should such a plan exist, will be based on the formula determined by the Employer for that year.
- 7.2 Accommodation: A family accommodation will be provided for the employee; services of Chauffeurs, gardeners, stewards and butlers will be available upon request by the Employees at the expense of the Employer.
- 7.3 Insurance: The Employer will provide the Employee with Life Insurance coverage, hospitalization and major medical insurance at no cost to the Employee. The Employee's dependents may be covered under such insurance, subject to the terms of such policy, at the expense of the Employer.
- 7.4 Visa / Work Permit: Upon completion of the mandatory Skilled Migrant Certification, the Employer shall procure the Employee's Family Resident Permit, Employee Work Permit / Residency Permit and all these will be sent down to the Employee alongside the hard copy of this Contract of Employment and Certificate of Employment.
- 7.5 Flight Ticket: The Employee's flight ticket shall be included on the package that the Employer shall send to the Employee through a secured courier service.
- 7.6 Children's Education: The Educational expenses of the employee's children shall be fully paid by the Employer during the Employee's period of employment.
- 7.7 Allowances: Hazard/Inconveniences: \$ 21,500.00 NZD (Yearly), Car Maintenance: \$ 14,600.00 NZD (Yearly), House & Furnishings: \$ 27,050.00 NZD (Yearly), Entertainment & Recreation: \$ 13,000.00 NZD (Yearly), Travel & Events: \$ 16,550.00 NZD (Yearly).

8. Expenses

- 8.1 The Employer will reimburse all reasonable out-of-pocket expenses incurred by the Employee during the pre -joining documentation process and operation of his/her day-to-day duties, subject to production, within one month, of written evidence of expenditure, where procurable.
- 8.2 The Employer will refund the Employee the expense on Skilled Migrant Certification after the process is completed and the Work and Residence Permit / Visa application has been made. The refund will be included to the 80% of the first twelve months' upfront salary that will be transferred to the Employee before arrival to New Zealand.

9. Holidays

The following provisions govern the Employee's entitlement to holidays and holiday pay;

- 9.1 Holiday Year: The Employer's holiday year runs from 1st January to 31st December.
- 9.2 Holiday Entitlement
 - 9.2.1 Until 1st January in the first year of Employee's employment, the Employee will be entitled to 30 days paid holiday.
 - 9.2.2 During each full holiday year of service, the employee holiday entitlement with basic pay in addition to public holidays is 30 working days per year.
- 9.3 All Holiday
 - 9.3.1 Holiday dates will be by arrangement with the Employer and at least 3 weeks' notice must be given in respect of holiday of more than 5 days' duration.

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- 9.3.2 Holiday entitlement may not be carried over to the following year without prior written approval. This will only be considered if holiday arrangements have been postponed at the request of the Employer or the Employer has accepted that holiday has not been taken because of the demands of Employee's job.
- 9.3.3 Upon termination of employment, the Employee will be entitled to pay in lieu of any unused holiday entitlement or be required to pay to the Employer pay received for holiday taken in excess of holiday entitlement. Any sums so due may be deducted from any money owing to the Employee and the Employee irrevocably authorises the Employer to make such deductions.
- 9.3.4 Holiday accrued to Employee not taken can only be accepted as part of any notice to the Employer in the Employer's discretion. Notice to the Employer shall not run during any holiday previously arranged with the Employer and taken.

10. Absences due to sickness or injury

- 10.1 In the event of incapacity due to sickness or injury the Employee must notify Human Resource Department not later than end of the first day of absence. Full reasons must be given at this time.
- 10.2 If the Employee is absent for seven days or less, he/she shall immediately on returning to work complete a self-certification form in respect of each day of absence.
- 10.3 If the Employee is absent for more than seven days, he/she must on the eighth day of absence provide the Employer with a medical certificate from a General Practitioner stating the reason for absence and provide subsequent certificates to cover any subsequent periods of absence.
- 10.4 The Employee will, at the expense of the Employer, submit to a medical examination by a registered medical practitioner nominated by the Employer and shall provide blood, urine or other like specimens for analysis if so requested.
- 10.5 The Employee will also authorise such medical practitioner to disclose to and discuss with the Employer the results of the examination and the matters that arise from it so that the medical practitioner can notify the Employer of any matters that might impair the Employee from properly discharging his/her duties.
- 10.6 If such examination takes place while the Employee is sick or otherwise incapacitated and the medical practitioner advises that the Employee is fit to return to work either in his/her former capacity or with a reduced role, then, if the Employee does not return to work all sickness payments will end immediately and disciplinary action may result.
- 10.7 After or during any period of sickness lasting in excess of three weeks the Employer may request a medical report as above. In such a case, notwithstanding the fact that another medical practitioner may have certified the Employee fit for work, the Employer shall be entitled to treat the Employee as unfit for work due to sickness until the medical practitioner appointed by the Employer has certified the Employee fit to work.
- 10.8 The Employer shall be entitled to review the Employee's sickness record at any stage of absence and may dismiss the Employee on the grounds of such absence notwithstanding that the Employee's entitlement to sick pay (statutory or otherwise) has not been exhausted.

11. Confidentiality

- 11.1 The Employee may not either during or at any time after the termination of his/her employment with the Employer disclose to anyone other than in the proper course of his/her employment, any information of a confidential nature relating to the Employer, the Employer's customers or suppliers and shall further not use any such information in a manner which may either directly or indirectly cause loss to the Employer. Confidential information includes (but is not limited to) financial information, commercial information, technical information, sales and marketing information and trade secrets.

12. Property

- 12.1 The Employee acknowledges that all files, customer records, lists, books, records, literature, software, products and work products developed by the Employee in the course of his/her employment with the Employer, and other materials owned by the Employer or used by the Employer in connection with the conduct of business by the Employer shall at all times remain the sole property of the Employer, and the Employee agrees that upon request and upon termination of the Employee's employment hereunder, howsoever arising, the Employee shall surrender to the Employer all such files, customer records, lists, books, records, literature, products, software, work products, and any copies thereof and all other property belonging to the Employer.

13. Gratuities

- 13.1 The Employee must immediately report in writing to the management, any offer by customers, suppliers, distributors and other such persons having a similar connection with the Employer, whether actual or prospective, any offer of gifts or services. The Employee must not accept or agree to accept such offers without the prior written agreement of the management. This applies to any gifts or services offered directly or indirectly from any person firm or company with whom the Employer conducts business or may conduct business.

14. Other employment

- 14.1 The Employee must devote the whole of his/her time, attention and abilities during his/her hours of work to his/her duties for the Employer. The Employee may not, under any circumstance, whether directly or indirectly, undertake any other duties during his/her hours of work under this employment.

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14.2 The Employee may not, without the prior written consent of the Employer (which will not be unreasonably withheld) outside his/her hours of work with the Employer work for, advise or in any other way assist, whether directly or indirectly, any business or employment which is similar to or in any way connected or in competition with the business of Employer or which could or might reasonably be considered to impair the Employee's ability to act all times in the best interests of the Employer.

15. Grievances

15.1 If the Employee has any grievance in relation to his/her employment, he/she should raise it with the management orally or in writing. For further details of the grievance procedure applicable to this employment, the Employee should request for the reference document.

16. Company rules

16.1 The Company has adopted a set of rules and regulations to protect the health and safety of all Employees and customers and to ensure high standards of conduct, performance and service, a copy of which is available if requested. The Employee is required to read the Company rules and take all necessary steps to ensure that they are properly observed. Failure to adhere to Company rules will result in disciplinary action, which may include dismissal, in accordance with the Company's Discipline Procedure.

17. Discipline procedure

17.1 If the Employee is dissatisfied with a disciplinary or dismissal decision, he/she should apply to the disciplinary committee in writing. For further details of the discipline and dismissal procedure applicable to this employment, the Employee should refer to disciplinary committee. This procedure is not contractual.

18. Termination of employment

18.1 During the Employee's contract period, either party may terminate this employment by giving 30 -days' notice to the other.

18.2 After the Employee's contract period:

- i. The Employee shall give the Employer one-month notice of his/her intention to terminate this employment and
- ii. The Employee's entitlement to notice from the Employer shall be the greater of one week for each complete year of continuous employment and a maximum of twelve weeks

18.3 All notices of termination shall be given in writing.

18.4 The periods of notice set out in this Clause may by consent be varied having regard to the circumstances of the case and to what is reasonable.

18.5 The Employer may, at its option, pay salary in lieu of notice but nothing in these terms and conditions of employment shall prevent the Employer from terminating the Employee's employment without notice or payment in lieu in appropriate circumstances.

18.6 During any period of notice of termination (whether given by the Employee or by the Employer) the Employer may require the Employee not to attend his/her place of work for the duration or part of the notice period and/or may at its discretion relieve the Employee of some or all of his/her contractual duties during that period. During the period of notice, including any garden leave, the Employee will remain an Employee of the Employer and remain bound by these terms and conditions. It is agreed that the period of notice is a reasonable period for garden leave. This will not affect the Employee's entitlement to receive basic salary, together with a payment that reflects the value of all contractual benefits that would have been due to the Employee during the period of notice.

19. Health and safety

19.1 The Employer has a detailed health and safety policy a copy of which is available from health and safety department. The Employee is required to read the policy and take all necessary steps to comply. Failure to comply may result in disciplinary action and, in serious cases, dismissal.

20. Equal opportunities

20.1 The Employer is an equal opportunities employer and has a detailed equal opportunities policy a copy of which is available from the human resources department. The Employee is required to read the policy and take all necessary steps to ensure that it is properly observed. Failure to comply with the terms of the policy may result in disciplinary action and, in serious cases, dismissal.

21. Computers

21.1 The Employer has a detailed IT, Communications and Monitoring Policy, a copy of which is available at the IT department. The Employee is required to read the policy and rules and take the necessary steps to comply. Failure to comply may result in disciplinary action and, in serious cases, dismissal.

22. Drugs abuse policy

22.1 The Employer has a Drugs Abuse Policy, which is available from disciplinary committee. The Employee is required to read the policy and take all necessary steps to comply. Failure to comply may result in disciplinary action.



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23. Indemnity

23.1 The Employee will indemnify the Employer in respect of any liability incurred by the Employer as a direct consequence of the Employee's negligence, breach of contract, breach of duty or breach of trust in relation to the affairs of the Employer.

24. Data Protection Act

24.1 The Employee consents to the holding and processing of personal data provided by him/her to the Employer for all purposes relating to this employment, but not limited to administering and maintaining personnel records, paying and reviewing salary and other remuneration and benefits, undertaking performance appraisals and reviews, maintaining sickness and other absence records and taking decisions as to the Employee's fitness for work.

24.2 The Employee further acknowledges and agrees that the Employer may, in the course of its duties as an employer, be required to disclose personal data relating to him/her, after the end of his/her employment. This does not affect the Employee's rights under the Data Protection Act 2016.

25. General

25.1 The Employer and the Employee hereby declare that they understand thoroughly the above terms and agree to sign to abide by such terms.

EMPLOYER'S STATEMENT OF COMPLIANCE WITH THE EMPLOYER'S OBLIGATION TO INFORM EMPLOYEES OF THE PARTICULARS OF THEIR CONTRACT OF EMPLOYMENT, LAW OF 2000

As the Employer in this Contract of Employment, I hereby declare that I shall comply with the provisions of The Employer's Obligation to Inform Employees of the Particulars of their Contract of Employment, Law of 2000, and I will abide by the terms of this Contract of Employment.



Archer Markoni-Lyons,
Managing Director
For and on behalf of **APEX MEGA CENTRE**

CC: Human Resources; Payroll

FORM OF ACCEPTANCE

I accept this appointment from Apex Mega Centre, Auckland, New Zealand, on the terms and conditions stated above.

NAME _____

SIGNATURE _____

DATE _____