



Maiak Rural Investment Agency (MRIA)
Beverlyhills Estate, Port Vila
PO Box 330
Mob: 7769901/5407276

MISSION STATEMENT

To groom, upskill and support competent labour for efficient and productive engagement in Horticulture, Silviculture, Livestock, Agro-tourism and hospitality industry to stimulate the promotion of diligent entrepreneurship and social responsibility among Ni-Vanuatu workers.

VISION STATEMENT

Empowering Communities for Self-reliance by supplying competent workforce for **RSE** and **SWP** labour requirements.

OUR VALUES

We value **LEADERSHIP** which is fair and objective.

We **COLLABORATE** as a team and have fun.

We are **CUSTOMER-FOCUSED** in creating special experiences for our clients.

We value **INTEGRITY** and equal opportunities.

We are **RESULT-ORIENTED**.

We value **INNOVATION**, ideas and seek to involve our people in everything we do.

GOALS

1. Provide equal opportunity for competent men and women throughout Vanuatu to engage in MRIA's work-ready program prior to selection.
2. Promote work ethics and time management as crucial to their engagement in Australia and New Zealand seasonal workers program.
3. Assign activities to reinforce workers' endurance and competence as a measure to enable effective settling in upon arrival in Australia and New Zealand.
4. Undertake to involve family, community and community leaders in endorsing successful candidates for seasonal employment in Australia and New Zealand.
5. Select workers based on their commitment and successful completion of selected tasks on designated farms in Port Vila, Santo and Tanna based on meritorious standards.
6. Engage a workable program to allow workers focus on specific investment opportunities upon return to facilitate MRIA's Monitoring and Evaluation of the seasonal work program locally.
7. Assist returnees to settle into the reintegration program for the promotion of Vanuatu's rural economic development.
8. Conduct refresher training every two years to identify elements of change due to prolonged absences due to seasonal work.
9. Promote positive changes and discourage negative attitudes that may threaten to impact negatively on social and cultural norms in culturally diverse Vanuatu communities.

10. Promote understanding, knowledge and use of basic ICT for improved literacy of workers in business management and marketing.

POLICY

General Policy

1. The agent will always work and act as a fair, honest and transparent agency when dealing with Ni – Vanuatu labourers and the Australia Hire License Providers and Farm Companies;
2. The agent will ensure that workers have basic skills, are committed, honest and have some knowledge of the English language as well as basic book keeping skills.
3. The agent will ensure that before workers are sent to Australia that they have clean and neat physical appearances as well as appropriate manners to act as good 'ambassadors' of Vanuatu whilst abroad;
4. The agent will follow up with return workers to ensure that the money they bring back brings tangible benefit to their immediate families and communities
5. The agent will initiate an investigation following any reasonable complaint. If it is deemed that any worker(s) have committed a wrong doing, warranting discipline then the agent will record the investigation and discipline accordingly
6. The agent respects the religious rights of the workers and respects their rights to the freedom of worship in accordance to their religious beliefs
7. A worker does not have the right to sign another contract without making the agent aware of this
8. The agent has the right to terminate a contract if the worker decides to sign another contract with a different farm without permission
9. The agent has the right to arrange for the workers to be repatriated back to Vanuatu if the worker violates the condition of the work contract
10. The worker does not have right to apply for a protection visa when their contract finishes with the seasonal workers Program (SWP)

11. The worker must follow the chain of command and respect any reasonable directives given by their senior leaders
 12. The Agent does not encourage the worker to be involved in any quick cash schemes
 13. The agent does not encourage any married worker to be involved in any extra – marital affair
 14. The agent bans the use of Kava, alcohol and drugs use as well as discourages the going out to nightclubs
 15. The agent bans the use of Kava, alcohol and drugs use during working hours and in workplaces
 16. an employee is allowed ONLY 3 cans of beer in an official function organize by the organization or the company
 17. The agent does not allow any unlicensed driver to drive any vehicle on the farm or any other place outside of the farm
 18. Black Magic is prohibited on the farm
 19. No person, male or female is allowed to enter the room of another person without their permission
 20. The agent expects workers to be punctual by arriving on time to work and keeping accurate time sheets
 21. The agent will make necessary arrangements with local telecoms companies for special cheap package for workers to make oversea calls to continue constant communications with their families and relatives
 22. To ensure arrangements are made for DOCTOR to DOCTOR connection, is made for the Farm recommended Doctor to communicate directly with Vanuatu Doctor regarding each workers medical issues and if a female is pregnant whilst working in Australia, the agent's doctor is to be notified
 23. In case of any female employee pregnancy, we requested the employer to provide full assistance to cover the welfare of the child and the mother and a smooth process of repatriation to Vanuatu
 24. Any employee involved in adultery, fornication or rape will be automatically expelled from the company
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25. Supervisors, Team Leaders and Employees are not allow to accept any form of bribery or be involved in any intended activities to cover up for anyone's misconduct of the rules stipulated by these policies while under the contract of LENAHEL SEASONAL LABOR EXPORT & MAIAK RURAL INVESTMENT AGENTS and any Australian contractors
26. Couples with a 1yr old child will not be allowed for recruitment
27. Children are not allowed to travel along with recruiting employee on the contract
28. Employees are not allowed to purchase a vehicle while working under contract of LENAHEL SEASONAL LABOR EXPORT & MAIAK RURAL INVESTMENT AGENTS
29. Agent will ensure LENAHEL SEASONAL LABOR EXPORT / MAIAK RURAL INVESTMENT workers are NATIONAL WORKERS UNION MEMBERS
30. Agent to have arranged a law firm as its Legal Representative

TRAININGS FOR OUR RECRUITING EMPLOYEES

1) It is our goal to provide basic trainings to our recruiting employees to be facilitated and equipped to carry out any given tasks by the employers.
The first workplace trainings to cover:-

1:1) COMPANY WORKPLACE PROCEDURES. (to be provided by the recruiting agents and employers).

1.1.1) RECRUITING AGENT WORKPLACE PROCEDURES.
General Policy

1. . The agent will always work and act as a fair, honest and transparent agency when dealing with Ni – Vanuatu laborers and the Australia Hire License Providers and Farm Companies.

2. The agent will ensure that workers have basic skills, are committed, honest and have some knowledge of the English language as well as basic book keeping skills.

3. The agent will ensure that before workers are sent to Australia that they have clean and neat physical appearances as well as appropriate manners to act as good 'ambassadors' of Vanuatu whilst abroad;

4. The agent will follow up with return workers to ensure that the money they bring back brings tangible benefit to their immediate families and communities

5. The agent will initiate an investigation following any reasonable complaint. If it is deemed that any worker(s) have committed a wrong doing, warranting discipline then the agent will record the investigation and discipline accordingly.

6. The agent respects the religious rights of the workers and respects their rights to the freedom of worship in accordance to their religious beliefs.

7. A worker does not have the right to sign another contract without making the agent aware of this.

8. The agent has the right to terminate a contract if the worker decides to sign another contract with a different farm without permission.

9. The agent has the right to arrange for the workers to be repatriated back to Vanuatu if the worker violates the condition of the work contract.

10. The worker does not have right to apply for a protection visa when their contract finishes with the seasonal workers Program (SWP).

11. The worker must follow the chain of command and respect any reasonable directives given by their senior leaders.

12. The Agent does not encourage the worker to be involved in any quick cash schemes.

13. The agent does not encourage any married worker to be involved in any extra – marital affair.

14. The agent bans the use of Kava, alcohol and drugs use as well as discourages the going out to nightclubs.

15. The agent does not allow any unlicensed driver to drive any vehicle on the farm or any other place outside of the farm.

16. Black Magic is prohibited on the farm.

17. No person, male or female is allowed to enter the room of another person without their permission.

18. The agent expects workers to be punctual by arriving on time to work and keeping accurate time sheets.

19. The agent will make necessary arrangements with local telecoms companies for special cheap package for workers to make oversea calls to continue constant communications with their families and relatives.

20. To ensure arrangements are made for DOCTOR to DOCTOR connection, is made for the Farm recommended Doctor to communicate directly with Vanuatu Doctor regarding each workers medical issues and if a female is pregnant whilst working in Australia, the agent's doctor is to be notified.

21 In case of any female employee pregnancy, we requested the employer to provide full assistance to cover the welfare of the child and the mother and a smooth process of repatriation to Vanuatu.

22. It is obligatory for the agent to request the approved employer to facilitate the employees 2 saving accounts and one cheque account.

23. Couples with a 1yr old sibling will not be allowed for recruitment.

24. Children are not allowed to travel along with recruiting employee on the contract.

25. Agent will ensure LENAHEL SEASONAL LABOUR EXPORT / BESSY BEES workers are NATIONAL WORKERS UNION MEMBERS.

26. Agent to have arrange a law firm as its legal representative.

1.1.2) RECRUITING AGENT WORKPLACE PROCEDURES

GENERAL WORK RULES.

Agent wants to encourage a safe and pleasant work atmosphere. This can only happen when everyone cooperates and commits to appropriate standards of behavior.

The following is a list of behaviors that the company considers unacceptable. Any employee found engaging in these behaviors will be subject to disciplinary actions including reprimand, warning, layoff, or dismissal:

- 1) Failure to be at the work place, ready to work, at the regular starting time.
- 2) Willfully damaging, destroying, or stealing property belonging to fellow employees or the company.
- 3) Fighting or engaging in horseplay or disorderly conduct.
- 5) Refusing or failing to carry out any instructions of a supervisor.
- 6) Leaving your work station (except for reasonable personal needs) without permission from your supervisor.
- 7) Ignoring work duties or loafing during working hours.
- 8) Coming to work under the influence of alcohol or any drug, or bringing alcoholic beverages or drugs onto company property.
- 9) Intentionally giving any false or misleading information to obtain employment or a leave of absence.
- 10) Using threatening or abusive language toward a fellow employee.
- 11) Punching another employee's time card or falsifying any record.
- 12) Smoking contrary to established policy or violating any other fire protection regulation.
- 13) Willfully or habitually violating safety or health regulations.
- 14) Failing to wear clothing conforming to standards set by the company.
- 15) Being tardy or taking unexcused absences from work.



- 16) Not taking proper care of, neglecting, or abusing company equipment and tools.
- 17) Using company equipment in an unauthorized manner.
- 18) Possessing firearms or weapons of any kind on company property.

1.1.3) EMPLOYERS WORKPLACE PROCEDURES

WORK RULES (*to be provided by the employers training section*)

1:2) THEORY OF WORKPLACE OCCUPATIONAL HEALTH AND SAFETY (OHS) TRAININGS

(*Theories trainings are to be provided by the recruiting agent*)

What is an occupational health and safety (OH&S) policy?

Policy brief & purpose

Our Occupational / Workplace Health and Safety Policy help us preserve the best possible work conditions for our employees. Every employee has a right to feel safe at work. Our company is committed to follow legal standards and create a hazard-free workplace.

Our Occupational / Workplace Health and Safety Policy help us preserve the best possible work conditions for our employees.

Scope

This Occupational / Workplace Health and Safety Policy applies to all prospective and current employees the company as well as volunteers, contractors and consultants.

Policy elements

There are **two aspects** to consider when establishing an Occupational / Workplace Health and Safety

Program: **Preventative Action and Emergency Management.**

Preventative action

Preventative action is any action we take to avoid injuries or illness related to workplace conditions.

We'll conduct periodical risk assessments and job hazard analysis to discover what is likely to harm employees. We'll establish preventative measures accordingly.

Potential threats and dangerous situations include but are not limited to:

- Performing tasks on heights, scaffolds, ladders and other unsteady structures
- Chemical substances (toxic, flammable etc.)
- Operating dangerous equipment
- Slippery or uneven surfaces
- Electrical infrastructure
- Noise/temperature
- Quality of air

We'll take the following preventative measures:

- When employees work in dangerous contexts or locations, we'll make sure there are safety precautions like safety nets and ropes.
- We'll provide protective gear like gloves, protective uniforms, goggles etc. Using safety equipment is obligatory.
- Inspectors and quality control employees will inspect equipment and infrastructure regularly
- We'll hold employee training sessions in health & safety standards and procedures.
- All highly dangerous job tasks require at least two employees to be present
- Exposure to chemicals and radiation will not exceed a certain time limit
- Employees who do repairs or cleaning need to put up caution signs
- We'll prohibit smoking indoors

Also, we'll enforce a substance abuse policy to protect employees from colleagues' misconduct.

Emergency Management

Emergency management refers to our plan to deal with sudden catastrophes like fire, flood, earthquake or explosion. These depend on human error or natural forces.

Our emergency management involves the following provisions:

- Functional smoke alarms and sprinklers that are regularly inspected by [maintenance supervisor]
- Technicians (external or internal) available to repair leakages, damages and blackouts quickly
- Fire extinguishers and other fire protection equipment that are easily accessible
- An evacuation plan posted on the walls of each floor and online
- Fire escapes and safety exits that are clearly indicated and safe
- Fully-stocked first-aid kits at convenient locations

We'll also schedule fire drills and emergency evacuations periodically. We will monitor performance of health and safety procedures and will revise them to ensure higher level of protection.

Additional measures

Our company will also keep abreast of changes and try to promote health & safety actively. We will:

- Update our policy according to changes in occupational health and safety legislation.
- Use incentive actions for health & safety (e.g. presenting safe employee awards.)
- Analyze past incidents to discover what went wrong.
- Establish clear procedures for accident reporting.
- Revise work procedures to make them safer.

Our company will also consult experts or insurance representatives to ensure it complies with local and international standards.

Disciplinary Consequences



Every team leader is responsible for implementing this health and safety policy. Employees should follow health and safety instructions and will be held accountable when they don't. We'll take disciplinary action that may extend to termination when employees consistently disregard health and safety rules. It's everyone's responsibility to contribute to a healthy and safe workplace.

1.3) PRACTICAL OF WORKPLACE OCCUPATIONAL HEALTH & SAFETY (OHS) TRAININGS (*Practical trainings are to be provided by the employers according to their companies workplace procedures. And emergency drills and plans*)

1.4) We also provide support trainings to help our employees for their future plans to help them start a small business they can chose to be involve as their start up small business project proposals.

PRESENTER: BLAKE NAPWATT TUTOR/ DESIGNER AND AUTHORIZER.

RAMIMRAH (meaning "...still GREEN" in Tannese native tongue) Lean Start-Up Canvas Business Plan Sample

Purpose

Your reason for doing this venture, clearly defined in terms of the social or environmental problems you want to solve:

Therefore we find it a deliberate need to construct this business as a testament to the youth of the boundless financial successes of Social Enterprising (es).

The Purpose of the Business is to activate the RAW business skills of every young entrepreneur in-country create sustainable small-scale businesses, so maximized economic impact can be attained fore mostly at the individual and communal levels.

The idea behind this business is to provide a platform for proactive learning for Ni-Vanuatu young business entrepreneurs to create and operate innovative and lucrative businesses. It promotes flexibility on the use of existing and newly devised creative business technologies, models, applications and processes.

IMPACT.

What is the intended social or environmental impact of the business?

E.g. RAMIMRAH to be an environment-friendly and equitable creative business venture, promoting green energy usage as much as necessary in business establishment demonstration for/to every ABLE & DISABLED Ni-Vanuatu or foreigner regardless of economic status and gender.

(SEE ATTACHED TRAINING PACKAGE CONTENTS FOR TRAINEES THEORY & PRACTICAL SESSIONS).

NOTE.

THESE ABOVE TRAININGS PACKAGE ARE WELL DESIGNED TO SUIT THE RECRUITMENT REQUIREMENTS AND GOALS FOR OUR AGENTS THE EMPLOYER AND THE WORKERS.

RECRUITMENT POLICY

In case of a need of employing an independent contractor in the future we place this section as our ready draft.

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of the [] day of [], 200[], between [company name] (“the Company”) and [service provider’s name] (“the Contractor”).

1. Independent Contractor. Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.

2. Duties, Term, and Compensation. The Contractor’s duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the estimate previously provided to the Company by the Contractor and which is attached as Exhibit A, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Contractor and agreed to by the Company, and which collectively are hereby incorporated by reference.

3. Expenses. During the term of this Agreement, the Contractor shall bill and the Company shall reimburse [him or her] for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder. Notwithstanding the foregoing, expenses for the time spend by Consultant in traveling to and from Company facilities shall not be reimbursable.

4. Written Reports. The Company may request that project plans, progress reports and a final results report be provided by Consultant on a monthly basis. A final results report shall be due at the conclusion of the project and shall be submitted to the Company in a confidential written report at such time. The results report shall be in such form and setting forth such information and data as is reasonably requested by the Company.



5. Inventions. Any and all inventions, discoveries, developments and innovations conceived by the Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of the Company; and the Contractor hereby assigns all right, title, and interest in the same to the Company. Any and all inventions, discoveries, developments and innovations conceived by the Contractor prior to the term of this Agreement and utilized by [him or her] in rendering duties to the Company are hereby licensed to the Company for use in its operations and for an infinite duration. This license is non-exclusive, and may be assigned without the Contractor's prior written approval by the Company to a wholly-owned subsidiary of the Company.
6. Confidentiality. The Contractor acknowledges that during the engagement [he or she] will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that [he or she] will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Contractor or otherwise coming into [his or her] possession, shall remain the exclusive property of the Company. The Contractor shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Contractor shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in [his or her] possession or under [his or her] control. The Contractor further agrees that [he or she] will not disclose [his or her] retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of [his or her] relationship to the Company and of the services hereunder.
7. Conflicts of Interest; Non-hire Provision. The Contractor represents that [he or she] is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering [his or her] duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which [he or she] does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of [his or her] productive time, energy and abilities to the performance of [his or her] duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly

free to perform services for other parties while performing services for the Company. For a period of six months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the Company's employment, any employee, consultant, or contractor of the Company or hire any such employee, consultant, or contractor who has left the Company's employment or contractual engagement within one year of such employment or engagement.

8. Right to Injunction. The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the Company irreparable injury and damage. The Contractor expressly agrees that the Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Company may have for damages or otherwise. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative, and no one of the them shall be exclusive of any other or of any right or remedy allowed by law.
9. Merger. This Agreement shall not be terminated by the merger or consolidation of the Company into or with any other entity.
10. Termination. The Company may terminate this Agreement at any time by 10 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
11. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture with the Company for any purpose. The Contractor is and will remain an independent contractor in [his or her] relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

12. Insurance. The Contractor will carry liability insurance (including malpractice insurance, if warranted) relative to any service that [he or she] performs for the Company.

13. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

14. Choice of Law. The laws of the state of [] shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

15. Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in [] in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

16. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

17. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

18. Assignment. The Contractor shall not assign any of [his or her] rights under this Agreement, or delegate the performance of any of [his or her] duties hereunder, without the prior written consent of the Company.

19. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor: [name]
 [street address]
 [city, state, zip]

If to the Company: [name]
 [street address]
 [city, state, zip]



Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

20. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

21. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

22. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

[Company name]

[Contractor's name]

By: _____
Its: [title or position]

By: _____
Its: [title or position]

SCHEDULE A

DUTIES, TERM, AND COMPENSATION

DUTIES: The Contractor will [describe here the work or service to be performed]. [He or she] will report directly to [name] and to any other party designated by [name] in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the Company and agreed to by the Contractor.

TERM: This engagement shall commence upon execution of this Agreement and shall continue in full force and effect through [date] or earlier upon completion of the Contractor's duties under this Agreement. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

COMPENSATION: (Choose A or B)



A. As full compensation for the services rendered pursuant to this Agreement, the Company shall pay the Contractor at the hourly rate of [dollar amount] per hour, with total payment not to exceed [dollar amount] without prior written approval by an authorized representative of the Company. Such compensation shall be payable within 30 days of receipt of Contractor's monthly invoice for services rendered supported by reasonable documentation.

B. As full compensation for the services rendered pursuant to this Agreement, the Company shall pay the Contractor the sum of [dollar amount], to be paid [time and conditions of payment.]

OHS POLICY

What is an occupational health and safety (OH&S) policy?

Policy brief & purpose

Our Occupational / Workplace Health and Safety Policy help us preserve the best possible work conditions for our employees. Every employee has a right to feel safe at work. Our company is committed to follow legal standards and create a hazard-free workplace.

Our Occupational / Workplace Health and Safety Policy help us preserve the best possible work conditions for our employees.

Scope

This Occupational / Workplace Health and Safety Policy applies to all prospective and current employees of the company as well as volunteers, contractors and consultants.

Policy elements

There are two aspects to consider when establishing an Occupational / Workplace Health and Safety Program: Preventative Action and Emergency Management.

Preventative action

Preventative action is any action we take to avoid injuries or illness related to workplace conditions.

We'll conduct periodical risk assessments and job hazard analysis to discover what is likely to harm employees. We'll establish preventative measures accordingly.

Potential threats and dangerous situations include but are not limited to:

- ⑩ Performing tasks on heights, scaffolds, ladders and other unsteady structures
- ⑩ Chemical substances (toxic, flammable etc.)
- ⑩ Operating dangerous equipment
- ⑩ Slippery or uneven surfaces
- ⑩ Electrical infrastructure
- ⑩ Noise/temperature
- ⑩ Quality of air

We'll take the following preventative measures:

- ⑩ When employees work in dangerous contexts or locations, we'll make sure there are safety precautions like safety nets and ropes.
- ⑩ We'll provide protective gear like gloves, protective uniforms, goggles etc. Using safety equipment is obligatory. MAIAK RURAL INVESTMENT.
- ⑩ Inspectors and quality control employees will inspect equipment and infrastructure regularly
- ⑩ We'll hold employee training sessions in health & safety standards and procedures.
- ⑩ All highly dangerous job tasks require at least two employees to be present
- ⑩ Exposure to chemicals and radiation will not exceed a certain time limit
- ⑩ Employees who do repairs or cleaning need to put up caution signs
- ⑩ We'll prohibit smoking indoors

Also, we'll enforce a substance abuse policy to protect employees from colleagues' misconduct.

Emergency Management

Emergency management refers to our plan to deal with sudden catastrophes like fire, flood, earthquake or explosion. These depend on human error or natural forces.

Our emergency management involves the following provisions:

- ⑩ Functional smoke alarms and sprinklers that are regularly inspected by *[maintenance supervisor]*
- ⑩ Technicians (external or internal) available to repair leakages, damages and blackouts quickly
- ⑩ Fire extinguishers and other fire protection equipment that are easily accessible
- ⑩ An evacuation plan posted on the walls of each floor and online
- ⑩ Fire escapes and safety exits that are clearly indicated and safe
- ⑩ Fully-stocked first-aid kits at convenient locations

We'll also schedule fire drills and emergency evacuations periodically. We will monitor performance of health and safety procedures and will revise them to ensure higher level of protection.

Additional measures

Our company will also keep abreast of changes and try to promote health & safety actively. We will:

- ⑩ Update our policy according to changes in occupational health and safety legislation.
- ⑩ Use incentive actions for health & safety (e.g. presenting safe employee awards.)
- ⑩ Analyze past incidents to discover what went wrong.
- ⑩ Establish clear procedures for accident reporting.
- ⑩ Revise work procedures to make them safer.

Our company will also consult experts or insurance representatives to ensure it complies with local and international standards.

Disciplinary Consequences

Every team leader is responsible for implementing this health and safety policy. Employees should follow health and safety instructions and will be held accountable when they don't. We'll take disciplinary action that may extend to termination when employees consistently disregard health and safety rules.

It's everyone's responsibility to contribute to a healthy and safe workplace.

DISCIPLINE POLICY

Policy brief & purpose

Our **Disciplinary Action for our Agent's policy** explains how we address our employees' misconduct or inadequate performance. Employees must be aware of the consequences of their actions. We use this policy to outline our disciplinary procedure.

Scope

This policy applies to all our employees.

Policy elements

The stages that may be followed when discipline is deemed necessary include the following:

1. Verbal warning

2. Corrective Actions/Counseling
3. Official written reprimand
4. Disciplinary meeting with appropriate supervisor or manager
5. Final written warning
6. Detraction of benefits
7. Indefinite suspension or demotion
8. Termination

The nature of the offense must be explained to the employee from the beginning of the procedure. The verbal warning may take the form of a simple oral reprimand but also a full discussion if that is necessary.

The employee must read and sign the written reprimand and final written warning. These documents include the time limit in which an employee must correct their conduct before we take further disciplinary action.

The following scenarios indicate where the disciplinary procedure starts depending on the violation:

Performance issues. Disciplinary procedure starts at stage 1. It includes but is not limited to:

- ⑩ Failure to meet performance objectives.
- ⑩ Attendance issues.
- ⑩ Failure to meet deadlines.

Misdemeanors/One-time minor offense. Disciplinary procedure starts at stage 1. It includes but is not limited to:

- ⑩ Rude behavior to customers or partners.
- ⑩ On-the-job minor mistakes.
- ⑩ Breach of dress code/open door policy etc.
- ⑩ Involuntary Discrimination.

Misconduct/Frequent offender. Disciplinary procedure starts at stage 5. It includes but is not limited to:

- ⑩ Lack of response to counseling and corrective actions.
- ⑩ Lost temper in front of customers or partners.
- ⑩ On-the-job major mistakes.
- ⑩ Unwillingness to follow health and safety standards.

Severe offensive behavior/Felony. Disciplinary procedure starts at stage 6. It includes but is not limited to:

- ⑩ Corruption/ Bribery.
- ⑩ Breach of employment agreement.
- ⑩ Harassment/ Voluntary discrimination.
- ⑩ Workplace Violence.
- ⑩ Embezzlement/Fraud.
- ⑩ Substance Abuse.

Managers or HR may choose to repeat stages of our disciplinary procedure as appropriate. This decision depends on employees' reaction to our disciplinary procedure, whether they repent their behavior and the nature of their offense.

Our disciplinary procedure begins when there is sufficient evidence to justify it. When there is suspicion or hints of misconduct, managers or HR must investigate the matter first.

Appeals are allowed and must be filed to the next line of management as soon as possible.

HR and managers should document every stage of our disciplinary procedure (except the verbal warning.) If appropriate, include necessary information like evidence, testimonies and employee's progress or improvement.

We are obliged to refrain from disciplinary actions that may constitute retaliatory behavior. A no retaliation company policy will be effective at all times to ensure there is no misuse of our disciplinary procedure.

We have the right to modify this policy or act in any other legal or reasonable way as each case demands. But, we will always enforce discipline in a fair and lawful manner.

Some of General Work Rules.

Lenakel Seasonal Labour Export Agent wants to encourage a safe and pleasant work atmosphere. This can only happen when everyone cooperates and commits to appropriate standards of behavior.

The following is a list of behaviors that the company considers unacceptable. Any employee found engaging in these behaviors will be subject to disciplinary actions including reprimand, warning, layoff, or dismissal:

- 1) Failure to be at the work place, ready to work, at the regular starting time.
- 2) Willfully damaging, destroying, or stealing property belonging to fellow employees or the company.

- 3) Fighting or engaging in horseplay or disorderly conduct.
- 5) Refusing or failing to carry out any instructions of a supervisor.
- 6) Leaving your work station (except for reasonable personal needs) without permission from your supervisor.
- 7) Ignoring work duties or loafing during working hours.
- 8) Coming to work under the influence of alcohol or any drug, or bringing alcoholic beverages or drugs onto company property.
- 9) Intentionally giving any false or misleading information to obtain employment or a leave of absence.
- 10) Using threatening or abusive language toward a fellow employee.
- 11) Punching another employee's time card or falsifying any record.
- 12) Smoking contrary to established policy or violating any other fire protection regulation.
- 13) Willfully or habitually violating safety or health regulations.
- 14) Failing to wear clothing conforming to standards set by the company.
- 15) Being tardy or taking unexcused absences from work.
- 16) Not taking proper care of, neglecting, or abusing company equipment and tools.
- 17) Using company equipment in an unauthorized manner.
- 18) Possessing firearms or weapons of any kind on company property.

DRUG AND ALCOHOL POLICY

TERMS

Drug and alcohol abuse contributes to billions of dollars of lost productivity and thousands of work place injuries every year. Our policy is to employ a work force free from alcohol abuse or the use of illegal drugs. This company takes drug and alcohol abuse as a serious matter and will not tolerate it. The company absolutely prohibits the use of alcohol or non-prescribed drugs at the work place or while on company premises. It also discourages non-work place drug and alcohol abuse. The use, sale or possession of alcohol or drugs while on the job or on company property will result in disciplinary action, up to and including termination, and may have legal consequences. Employees are expected and required to report to work on time and in appropriate mental and physical condition for work. It is our intent and obligation to provide a drug-free, healthful and safe work environment. [YOUR COMPANY NAME] reserves the right to demand a drug or alcohol test of any employee based upon reasonable suspicion. Reasonable suspicion includes, but is not limited to, physical evidence of use, involvement in an accident, or a substantial drop off in work performance. Failure to take a requested test may lead to discipline, including possible termination.

The company also cautions against use of prescribed or over-the-counter medication which can affect your work place performance. You may be suspended or discharged if the company concludes that you cannot perform your job properly or safely because of using over-the-counter or prescribed medication. Please inform your supervisor prior to working under the influence of a prescribed or over-the-counter medication which may affect your performance.

Employees must report any conviction under a criminal drug statute for violations occurring on or off the Company's premises while conducting company business. A report of a conviction must be made within [NUMBER] days after the conviction. [YOUR COMPANY NAME] will make every effort to assist its employees who wish to seek treatment or rehabilitation for drug or alcohol dependency. Conscientious efforts to seek such help will not jeopardize any employee's job and will not be noted in any personnel record. You may also be required to agree to random testing and a "one-strike" rule.

If you have a drug or alcohol problem, please ask for our help!

EMPLOYEE AGREEMENT ON DRUG AND ALCOHOL POLICY

I have read, understand, and agree to comply with the foregoing policies, rules, and conditions. I am aware that violations of this guideline may subject me to disciplinary action, including termination from employment, legal action and criminal liability. I further understand that I have responsibility to maintain a positive representation of the company and govern myself accordingly. Furthermore, I understand that this policy can be amended at any time.

Dated: _____

EMPLOYEE

COMPANY

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

DISMISSAL OF AN EMPLOYEE

How to dismiss an employee for misconduct.

If you suspect an employee has committed misconduct that may force you to dismiss them or take other disciplinary action, you should address the issue as soon as possible. A good disciplinary process is a fair way of confirming whether your suspicions are correct, and if so, what should be done as a result.

A suggested disciplinary process under New Zealand law is set out below. This process should be followed by the person making the decision on behalf of the employer, who ideally should not have been a witness or otherwise involved in the matters to be investigated, and be free of bias.

Please note that the process suggested here will not cover every situation that may eventuate. If you get stuck, get legal advice. This process should be not construed as providing you with that legal advice for your specific situation.

1) Gather the facts.

When an allegation that an employee has done something wrong comes to your attention, don't presume the employee is guilty. Instead, collect any facts that might show whether the allegation is true or not. Try to keep an open mind as you do this.

Find out if there were any witnesses to what happened, and if so, ask them to write and sign a statement of the events from their perspective. Where witnesses do want to disclose their identity, you need to decide to what extent you can still use the information they provide while balancing fairness to the employee who is the subject of the allegation.

Review the employee's employment agreement and get copies of any relevant workplace policies, to see whether there are any terms in either type of document that the employee may have breached if the allegation is true.

2) Check if you have a disciplinary policy.

If the employee's employment agreement or a workplace policy sets out how misconduct must be investigated and penalized, then you must follow those procedures and adapt the following steps to suit. For example, a policy may require that an employee is given a series of warnings before being dismissed for misconduct.

3) WRITE A LETTER TO THE EMPLOYEE.

The letter should include:



- ⑩ **a detailed description of what is being alleged;**
- ⑩ **a list of any documents you are relying on to support the allegations.** This may include witness statements and company policies that may have been breached. Be sure to enclose copies of these documents when you give the letter to the employee. Your description of the allegations and the supporting documents need to encompass all the information that will be relevant to your decision;
- ⑩ **a statement that you have not made a final decision on whether the allegations are true.** The letter should emphasise that you are treating the allegations very seriously, but that you will not decide whether the employee has committed misconduct until you hear and consider their response;
- ⑩ **a statement that if you do find the employee has committed misconduct, then you may take disciplinary action, up to and including dismissal.** This ensures the employee is under no illusion about the consequences that may follow if they are found to have committed misconduct. If you are not contemplating dismissal, but only a warning at worst, for example, then you should state that instead of referring to dismissal as the worst possible consequence;
- ⑩ **a request to meet with the employee at a specified date to hear their response to the allegations.** This should be at least two working days after the employee will be given the letter to give them sufficient time to consider their response and seek legal advice or arrange a support person;
- ⑩ **an invitation for the employee to bring a support person or representative to the meeting if they wish to do so;** and
- ⑩ **details of who to contact if they wish to ask anything about the process.** It may be that they need to contact someone to reschedule the time of the meeting if it is not suitable for them or their support person, or because they wish to give their feedback in writing instead of meeting with you.

4) Meet the employee to give them your letter.

At this meeting, read through the letter you drafted in the previous step and hand the employee a copy. End the meeting by reiterating that you expect to see the employee at the next meeting to hear their response.

If the employee starts to explain themselves, stop them and tell them that you do not want to hear their side of the story until they have had time to consider the allegations and to get legal advice.

A word on suspension

In some cases, before you end this second meeting, you may need to consider suspending the employee on pay while you carry out the disciplinary process. Your proposal to suspend can be referred to in your initial letter to the employee. You should only suspend the employee if:

- ⑩ it is really necessary to protect the integrity of the process, or if there is risk to property or people;
- ⑩ you have told the employee you are thinking of suspending them and given them a fair opportunity to take time to think about the proposal and to comment on whether they agree suspension is fair; and
- ⑩ nothing the employee says in response to your proposal to suspend them changes your mind.

5) Meet the employee to hear their response.

At the second meeting, start by summarizing the allegations. Reiterate that you are treating them seriously and that disciplinary action, up to and including the worst consequence you have previously named (whether that be dismissal, a warning or something else), may result if you decide the employee has committed misconduct. Then ask the employee for their responses to the allegations.

The purpose of this meeting is to hear the employee's version of events. So you should listen carefully and take notes of what the employee says (it is best if you can have someone with you to take notes, so that you can concentrate on listening to the employee). If there is anything in the employee's response that is unclear to you, ask the employee questions. But take care when asking questions to not give the impression you have already made up your mind.

At the end of the meeting, summarize what you believe you have heard the employee say and indicate when you wish to reconvene to advise the outcome of the disciplinary process.

6) Consider the employee's response.

The employee may have suggested other people you should talk to, or other documents you should review. You should follow these leads if it is reasonable to do so. If you speak to other people, you should take statements from them and provide those to the employee for comment before reaching a decision.

If new allegations have come to your attention that you want to address together with the previous allegations already made, you will need to work through Steps 1 to 5 of this

process again to gather the relevant information and present it to the employee for response before moving forward.

Once you have all the relevant information, decide whether you think the employee has committed misconduct. If there are no further leads to follow, this period of deliberation may be as short as, say, a 30-minute adjournment to the meeting. However, you should take an adequate period of time to consider everything before making your decision. It is typical for employers to allow at least a day to give such consideration to the employee's response.

If you believe the employee has committed misconduct, go on to decide what you think the appropriate penalty should be – e.g. a warning, dismissal on notice, or dismissal without notice. Take into account such things as the employee's length of service, their previous work record, their personal circumstances, the severity of the misconduct, whether your expectations were clear, and whether you have contributed to the event in any way when making this decision.

Dismissal without notice should only occur if the misconduct is so serious that you can no longer have trust and confidence in the employee going forward, e.g. if the employee has been deliberately dishonest, or has stolen from you.

7) Meet the employee to give your decision.

Tell the employee whether you think they have committed misconduct and why, and if so, what your preliminary view is on what disciplinary action (ie, warning, dismissal on notice, or dismissal without notice) should be taken, if any. Ask the employee whether they think the disciplinary action you are proposing is fair and appropriate before you make a final decision.

Once you have heard from the employee on that point, adjourn again for a period of time to consider whether anything the employee has said changes your mind about what disciplinary action you should take. It could be as short as, say, 10 minutes or so. Then return to the meeting and advise the employee whether you are proceeding with the action you proposed.

End the meeting by advising the employee that you will write to them to confirm your decision.

8) Write a letter to the employee confirming your decision.

In this letter you should summarise the allegations, the employee's response to those allegations, and your decision and the reasons for it. Then go on to state what disciplinary action you have decided to take, if any. If you gave a preliminary view on the

outcome and invited the employee to respond to that before reaching your final decision, you should refer to this in the letter also.

If you decide to dismiss the employee, advise what day is their last working day, whether they are to work out their notice period or be paid in lieu, or if they are to be terminated without notice for committing serious misconduct. You can only pay an employee in lieu of notice by their agreement or if their employment agreement gives you that right.

You can deliver this letter by email or mail – you do not need to meet with them if you do not wish.

If you want a template letter for this step, you can purchase one for immediate download by clicking the green button below.

Termination Meeting Checklist

Conduct the meeting in sequence as follows:

1. Tell the employee the purpose of the meeting. Although the reason for termination should be communicated, there is no need to go through a step-by-step analysis of the documentation supporting the reason for discharge.
2. Advise that the decision is final and cannot be reversed.
3. Where appropriate, advise that alternative in-house positions were explored.
4. Emphasize that all relevant factors were reviewed.
5. If applicable, stress that everyone involved in management activities agreed to the decision.
6. Tell the employee the effective date of the termination.
7. Review with the employee a written summary of benefits. This summary should include, where applicable, severance pay, compensation for vacation and sick time, continuation of health and life insurance benefits, other benefits and re-employment assistance.
8. Have final paychecks ready. If the employee is to leave immediately, have any final checks, benefits or vacation payments prepared and inform the employee how to collect his or her personal belongings and leave the premises.

9. Other options:

Provide the employee with a written summary of projects to be transferred to ensure a smooth transition of work if the employee will remain as an active employee for a period of time.

Outline the next steps in the termination process, such as the last day of work, return of company ID, keys and credit cards.

10. End the interview by saying that the employee will be notified of any other matters that must be dealt with, such as COBRA continued health coverage.

11. Wish the employee good luck and express confidence in his or her future.

12. Stand, extend your hand and remain standing until the employee has left the meeting site.

Employee Exit Interview Form

TO: _____

FROM: _____

I would appreciate it if you would take a few minutes to respond to the questions below. All answers will be held in strict confidence. Thank you.

How long were you employed? _____

Job classification? _____

Why are you leaving? _____

Would you describe your working relationship (with respect to both your particular job and your relationship with fellow workers) as pleasant or unpleasant?



Do you feel that your particular job was important and significant in the overall operation of the business?

Are there any particular practices or working conditions that either led to your decision to resign or that you feel are detrimental to a satisfactory working relationship? If so, have you any suggestions on how to eliminate them?

Are there any particular practices or working conditions that you feel are particularly beneficial to an effective working relationship and that should be maintained?

Would you care to make any other comments?



Signed: _____ Date: _____

General Release for Employment Termination

Notice: Various state and federal laws prohibit employment discrimination based on age, sex, race, color, national origin, religion, handicap, or veteran status. These laws are enforced through the Equal Employment Opportunity Commission, Department of Labor, and state human rights agencies. If you feel that your election of [Your Business]'s severance package was coerced and is discriminatory, you are encouraged to speak with [designated person] at your earliest convenience. You may also want to discuss the release below with an attorney.

In any event, you should thoroughly review and understand the effect of the release before acting on it. Therefore, please take this release home and consider it for at least [pick a number – we recommend at least 21] days before you decide to sign it. If you do sign this release, you will have seven days after signing to reconsider your decision and to rescind your acceptance of the offer if you so desire. [Note: the preceding sentence is required only in the case of workers over 40.]

This release, unless signed by both parties, will expire as of [pick a date that coincides with the number of "consideration days" you chose in paragraph two, above].

General Release

As consideration for the following [list here the severance pay, extended benefits, or other valuable items you are agreeing to provide]: offered to me by [Your Business], I release and discharge [Your Business], its successors, subsidiaries, employees, officers and directors (hereinafter referred to as "the Company") for all claims, liabilities, demands, and causes of action known or unknown, fixed or contingent, which I may have or claim



to have against the Company as a result of this termination and do hereby agree not to file a lawsuit to assert such claims.

This includes but is not limited to claims arising under the Age Discrimination in Employment Act or other federal, state or local laws prohibiting employment discrimination or claims growing out of any legal restrictions on the Company's right to terminate its employees.

This release does not have any effect on any claim I may have against the Company unrelated to this termination.

I have carefully read and fully understand all of the provisions of this agreement and release, which sets forth the entire agreement between me and the Company, and I acknowledge that I have not relied on any representation or statement, written or oral, not set forth in this document.

Signed: _____
(employee)

Date: _____

Signed: _____
(for the Company)

Date: _____

