



# Employment Audit<sup>®</sup>

WORK INSPECTION AT

Address

## **This employment audit was carried out for:**

**Name:**

**Address:**

**Phone:**

**Work:**

**Mobile:**

**Email:**

**Website:**

**Date:**

**Time:**

**Persons in attendance:**

### **Auditor's Details**

**Name:**

**Phone:**

### **Disclaimer**

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## EMPLOYMENT AUDIT TOOL FOR SMALL BUSINESS: Does your business have integrity?

There are eight clauses from the Employment Relations Act (2000) which must be included in your individual employment agreements. All agreements must be in writing:

<b>Things that must be included in IEA</b>
<b>The names of the employer and employee</b> <b>Check:</b> <i>make sure the names are correct spelling and order</i> <b>Comments:</b>
<b>A description of the work</b> ( attach a job description) <b>Check:</b> <i>that the job description matches what you are asking the employee to do</i> <b>Comments:</b>
<b>The location of the work</b> (could be in job description) <b>Check:</b> <i>that the location(s) of all premises are included</i> <b>Comments:</b>
<b>The hours of the work</b> (include roster and extra when needed) <b>Check:</b> <i>that these are what you expect and want employee to do</i> <b>Comments:</b>
<b>Remuneration</b> - salary and benefits (with incentives) <b>Check:</b> <i>this is all recorded including how incentives scheme will work, whether paid overtime is applicable or not</i> <b>Comments:</b>
<b>Steps you will take to protect employees in a sale or transfer of the business</b> <b>Check:</b> <i>remember the Employment Relations Act (2000) says you must act in good faith</i> <b>Comments:</b>
<b>Plain language clause for employment problems resolution</b> <b>Check:</b> <i>make sure you have a road map of processes for problems at work</i> <b>Comments:</b>

**Flexible working hours**

**Check:** *the process and expectations are clearly written down*

**Comments:**

**Probationary period if less than 20 employees**

**Check:** *decide if you want to use this 90 day trial period in your business*

**Comments:**

**Trial period**

**Check:** *that you have specified the date the trial will end*

**Comments:**

There are other clauses that you might like to include:

**Code of conduct** – acceptable behaviour of employee

**Check:** *use this to set out your responsibilities (providing safe workplace, treating employees with good faith) and those of employee (performing job well, complying with policies)*

**Comments:**

**Confidentiality** – link to confidentiality policy

**Check:** *what the employee cannot disclose or copy to third parties*

**Comments:**

**Conflict of interest** – where employees can/cannot work

**Check:** *describe what constitutes a conflict of interest for your business interests*

**Comments:**

**Discipline and dismissal** – link to your policy

**Check:** *this clause must link to your policies and procedures for serious misconduct, and contain a fair and consistent process for dealing with the issue of misconduct*

**Comments:**

**Holiday entitlements**- link to company policy

**Check:** *this is an add-on to what the Holidays Act sets out as the minimum requirements*

**Comments:**

<p><b>Incentives</b> – if applicable  <b>Check:</b> <i>if you pay employees incentives that are not discretionary</i>  <b>Comments:</b></p>
<p><b>Intellectual property</b> – what the company and employee own  <b>Check:</b> <i>include a clause that you have proprietary rights to copyright, inventions, ideas and concepts developed by your employee</i>  <b>Comments:</b></p>
<p><b>Jury service</b> – process if asked  <b>Check:</b> <i>detail your payment plans here</i>  <b>Comments:</b></p>
<p><b>Redundancy</b> – what happens  <b>Check:</b> <i>be clear with these clauses- if you don't pay redundancy compensation make it clear</i>  <b>Comments:</b></p>
<p><b>Restraint of trade</b>- specific industry and location  <b>Check:</b> <i>Set out the geographical location, the length of time and to which industry</i>  <b>Comments:</b></p>
<p><b>Rest breaks and meal breaks</b>- as specified  <b>Check:</b> <i>that breaks are included and that there is an agreement when these will be taken. After four hours continuous work, a 30 minute break must be included</i>  <b>Comments:</b></p>
<p><b>Sick leave</b> as specified  <b>Check:</b> <i>that sick leave is provided for, and adequate understanding is provided for notice and medical certificate</i>  <b>Comments:</b></p>
<p><b>Suspension</b>- process if happens  <b>Check:</b> <i>you can suspend an employee for misconduct if you have a suspension clause</i>  <b>Comments:</b></p>

**Termination of employment** including notice period, pay in lieu of notice, abandonment of employment, medical incapacity and return of property, outstanding leave  
**Check:** *include the notice period, in lieu of notice, abandonment of employment, medical incapacity*  
**Comments:**

**Unsatisfactory performance**  
**Check:** *the system for dealing with performance such as regular performance reviews*  
**Comments:**