



restaurant
association
of new zealand

business resource.

Proposed temporary variation to Employment Agreement – COVID-19

20 MARCH 2020

[PLEASE NOTE. Restaurant Association members are strongly advised to seek guidance from the employment team on 0800 737 827 if you have any questions. The Restaurant Association has taken all reasonable care to ensure that the information materials contained on our website are true and correct at the time of publication. The information provided is general information only, and is not intended to constitute legal advice. Therefore, the Restaurant Association accepts no responsibility for any loss, errors or omissions which may arise pertaining to such reliance.]

It is possible for variations to an employee's Employment Agreement to be made if the correct process is followed and with the agreement of both you and the employee. Any variation must be in writing and the variation template on the following page can be adapted for use in this situation.

It is strongly recommended that members seek the advice of the Restaurant Association employment team on 0800 737 827 if they are proposing to vary an employee's terms of employment.

Employee name

Employee address

Date

Dear **name**,

Temporary Variation to your Employment Agreement

As you will be acutely aware, we are in the middle of a pandemic due to Covid-19/Coronavirus. We are trying to work and continue to conduct business in this environment but bookings and customer numbers are down. We are therefore trying to think of novel ways to ride this pandemic out so we stay trading and in business until the situation improves.

We have come up with a proposal to temporarily change your duties to include delivering meals and food to customers to try and adapt to the situation and keep everyone employed.

We are purposing to do this in accordance with **clause 1** of your current individual employment agreement with [**Name of employer**] dated [**date**] (**Employment Agreement**). That clause states that **your Position Description may be amended by us and that you may also be required to perform additional or alternative duties to those set out in your Position Description.**

This temporary variation to your Employment Agreement would commence when you countersign this letter and will come to an end when [**Name of employer**] notifies you that we no longer need the food delivery function in our business.

The below terms vary, as necessary, the terms of the Employment Agreement.

1. Your duties include delivering food and meals to customers in the **Auckland** region.
2. You will use your own vehicle to deliver our food.
3. You confirm that you have a full drivers licence.
4. **[Name of employer]** will reimburse you **\$0.79** for each kilometre you travel in your own vehicle while carrying out your duties.
5. You must accurately record your kilometres travelled for delivering our food during your work hours and be able to verify the details if asked (such as photos of your odometer and screen shots of your travel locations and path on google maps or similar).
6. You agree to know and comply with the vehicle policy **attached** to this letter.

With the exception of the above changes, all other terms and conditions in your Employment Agreement remain unchanged and in force.

As the terms set out in this letter constitute a variation to your Employment Agreement, you have the right to seek independent advice about these terms.

If you have any questions, please let me know. If you are happy with the above proposed variation to your Employment Agreement, please confirm your acceptance by signing where indicated below and returning a signed copy of this letter to me as soon as you are able.

Yours sincerely,

Employer Name

Position

I, **Name of Employee**, accept the variation to my Employment Agreement outlined above and acknowledge that I have had reasonable opportunity to seek independent advice before signing.

Signed:

Date: