

INDIVIDUAL EMPLOYMENT AGREEMENT
(Casual Employments)

DATE _____

BETWEEN (Employer)

AND (The Employee)

1. Terms of Agreement

Employment is on a casual basis and there is no expectation of ongoing work. The Employee's services are required on an occasional and 'as required' basis.

2. Title and Duties

The Employee's duties are contained in the job description which is attached to this Agreement.

3. Places of Work

4. Times and Hours of Work

4.0 Employment is on as 'as required' basis. 4.1 Rest / Meal breaks (a) The Employee shall be entitled to the following rest breaks and meal breaks: (i) One paid 10 minute rest break where the Employee works between two and four hours; (ii) One paid 10 minute rest break and one unpaid 30 minute meal break where the Employee works between four and six hours; or (iii) Two paid 10 minute rest breaks and one unpaid 30 minute meal break where the Employee works between six and eight hours. (b) Where the Employee works more than eight hours, the calculation of break entitlements shall begin again at the beginning of each eight hour period of continuous work. (c) The Employee acknowledges that flexibility is required in relation to the taking of lunch and other breaks in order to meet the requirements of the Employer's business

5. Policy and Rules

The Employee shall be subject to and must observe all the rules, policies and procedures, in force from time to time.

6. Remuneration Details

6.0 Hourly Rate: (Hourly Rate)

Plus: Holiday Pay @ 8%

Total Hourly Rate: (Sum of two above)

6.1 You will be paid holiday pay calculated at 8% of your total gross remuneration, which will be paid to you on an ongoing basis, and will be included in your weekly pay.

6.2 Annual Holidays: Because the Employee works on a basis that is so intermittent or irregular that it is impracticable for the Employer to provide annual holidays, the Employee agrees that:

(a) The Employee shall be paid annual holiday pay at a rate of 8 percent of the Employee's gross earnings (less PAYE) with and on top of the Employee's regular pay; and

(b) The Employer shall provide for such payment to be an identifiable component of the Employee's regular pay.

6.3. Qualification for bereavement and sick leave:

(a) As employment is not continuous, the Employee shall not qualify for bereavement or sick leave unless the Employee has worked for the Employer over the previous 6 months for: (i) An average of 10 hours a week; and (ii) No less than 1 hour in every week or no less than 40 hours in every month.

(b) If the Employee qualifies for sick and bereavement leave: (i) the Employee is entitled to 5 days paid sick leave over the following year in accordance with the Holidays Act 2003. After each further year, the Employee may qualify for a further 5 days sick leave, if the Employee continues to meet the above minimum hours requirements. Untaken sick leave may

be carried over each year up to a maximum of 20 days entitlement. (ii) The Employee is entitled to 3 days bereavement leave on the death of a close family member as defined in the Holidays Act 2003 and 1 day's bereavement leave on the death of another person if the Employee has, in the Employer's opinion taking into account relevant factors under the Holidays Act 2003, suffered a bereavement.

(c) If the Employee qualifies for sick and bereavement leave, the Employee will only be able to take that leave where the relevant day would otherwise be a working day for the Employee and will be subject to the usual obligations under the Holidays Act 2003 (such as to provide proof of sickness or injury on request).

(d) Further information on leave entitlements may be requested from the Employer or obtained from the Ministry of Business Innovation and Employment at www.ers.dol.govt.nz or by phoning 0800 20 90 20. 15.

6.3 Proof of Sickness or Injury

(a) If the Employee is unable to attend work due to sickness or injury, the Employee shall let the Employer know as soon as practicable beforehand. This should be by personally speaking with the person the Employee reports to, unless the Employee is unable to do so.

(b) If the Employee is absent due to sickness or injury for a period of less than 3 consecutive calendar days, the Employer may require the Employee to provide a medical certificate as proof of sickness or injury, if the Employer requests this promptly and agrees to meet the Employee's reasonable expenses in obtaining it.

(c) If the Employee is absent due to sickness or injury for a period of 3 or more consecutive calendar days, the Employer may require the Employee to provide a medical certificate as proof of sickness or injury at the Employee's cost.

(d) The Employer may withhold payment for any paid sick leave entitlement until satisfactory proof is provided.

7. Health and Safety

7.0 The parties must comply with the provisions of the Health and Safety in Employment Act 1992 and any other relevant legislation.

7.1 The Employee must comply with all internal Health and Safety policies and procedures.

7.2 The Employee hereby consents to health monitoring and the release of medical information to appropriate medical authorities and the Employer.

8. Employment Relations Act 2000

The parties must comply with the provisions of the Employment Relations Act 2000.

9. Privacy

The parties must comply with the provisions of the Privacy Act 1994 and any Codes of Practice issued under this legislation.

10. Accident Insurance

The parties must comply with the provisions of any relevant accident insurance legislation.

11. Smoking Policy

The parties must comply with the provisions of the Smoke Free Environments Act 1990.

12. **Warranty:** The Employee warrants that: (a) The Employee has not been convicted of any offences by a court and does not have any pending criminal or other charges other than as disclosed to the Employer in writing prior to entering into this agreement; (b) The Employee is legally entitled to work in New Zealand and has the other essential requirements/qualifications set out above; and (c) All information provided in support of the application for employment was true and correct. The Employee acknowledges that any misrepresentation in the application for employment, including any failure to disclose information requested, will amount to serious misconduct and may result in summary dismissal. Nothing in this agreement requires the Employee to inform the Employer of any criminal conviction which the Employee is legally entitled to conceal under the Criminal Records (Clean Slate) Act 2004.

I, _____-understand the conditions of employment set out above and accept those terms and conditions

Employee's Signature

Date: _____

Signature of Employer (or representative of the Employer)

Date: _____

Information about resolving an Employee's relationship problem

This is the plain language explanation about the services available for resolving employment relationship problems as required by the Employment Relations Act 2000.

The Department of Labour provides mediation services which can assist Employers and Employees in resolving their employment relationship problems. The Department of Labour's services include:

0. Information about rights and obligations
1. Information about services
2. Assistance in resolving problems

The Department of Labour may deliver its services by:

0. Telephone
1. Fax
2. Internet
3. Email
4. Pamphlets, brochures, booklets or codes
5. Specialist problem solving assistance

Procedure for settlement of personal grievances

1. If the Employee considers that they have grounds for a personal grievance, they must raise the grievance to the Employer or a representative of the Employer.
2. The grievance must be raised within the period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the Employee, whichever is the later, unless the Employer consents to the personal grievance being submitted after the expiration of that period.
3. Where the Employer does not consent to the personal grievance being submitted after the expiration of the 90 day period, the Employee may apply to the Employment Relations Authority for leave to submit the personal grievance after the expiration of that period.
4. Where a personal grievance has been raised to the Employer, the Employer must respond to the personal grievance within 14 days from the day the Employee has made the Employer aware (or as soon as the Employer ought to reasonably be aware) that the Employee alleges a personal grievance that the Employer wants the Employer to address.
5. The Employer must either grant the remedies sought by the Employee or provide a written statement setting out the Employer's view of the facts and the reasons why the Employer is not prepared to grant the remedies sought by the Employee.
6. If the Employee is not satisfied with the Employer's written response or the Employer fails to provide a written response within the 14 day period, the Employee may refer the personal grievance to the Employment Relations Authority and the claim will be dealt with under the Employment Relations Act 2000.

Procedure for settlement of disputes about the interpretation, application or operation of employment agreements

1. If the Employee considers that they have a dispute about the interpretation, application or operation of their employment contract, they must submit the dispute to the Employer or a representative of the Employer.
2. The dispute must be submitted within the period of 90 days beginning with the date on which the action alleged to amount to the dispute occurred or came to the notice of the Employee, whichever is the later, unless the Employer consents to the dispute being submitted after the expiration of that period.
3. Where the Employer does not consent to the dispute being submitted after the expiration of the 90 day period, the Employee may apply to the Employment Relations Authority for leave to submit the dispute after the expiration of that

period.

4

4. Where a dispute has been submitted to the Employer, the Employer must respond to the dispute within 14 days from the day the Employee has made the Employer aware (or as soon as the Employer ought to reasonably to be aware) that the Employee alleges a dispute that the Employee wants the Employer to address.
5. The Employer must either grant the remedies sought by the Employee or provide a written statement setting out the Employer's view of the facts and the reasons why the Employer is not prepared to grant the remedies sought by the Employee.
6. If the Employee is not satisfied with the Employer's written response or the Employer fails to provide a written response within the 14 day period, the Employee may refer the dispute to the Employment Relations Authority and the dispute will be dealt with under the Employment Relations Act 2000

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