



CASUAL EMPLOYMENT AGREEMENT

Staffline Limited (**Employer**)

and

{ INSERT EMPLOYEE'S FULL NAME } (**You**)

This Agreement

is made on { INSERT DAY, MONTH, YEAR }

Between

See **Item 1** of the Schedule (**Employer**)

and

See **Item 2** of the Schedule (**You**)

BACKGROUND

- A. The Employer has agreed to employ you and you have agreed to work for the Employer in the position described at **Item 3** of the Schedule.
- B. The Employer and you have agreed to enter into this Agreement to record the terms and conditions of your employment.
- C. The Employer acknowledges its obligation to apply the applicable employment protections to you and to abide by the provisions contained in any relevant legislation.

The Employer And You Agree that:

1. DEFINITIONS

Agreement means this employment agreement.

Confidential Information means all the information including trade secrets, Intellectual Property, marketing and business plans, client and supplier lists, computer software applications and programs, business contacts, finance, remuneration details, data concerning the Employer or any of its related entities or any client of the Employer's, finances, operating margins, prospect's lists, and transactions of the Employer, but does not include information in the public domain otherwise than through a breach of an obligation of confidentiality.

Employment Relations Act means the *Employment Relations Act 2000*.

Host Organisation means the organisation/ business entity that you will be required to work for under a labour hire arrangement.

Holidays Act means the *Holidays Act 2003*.

Intellectual Property means all present and future copyright, registered and unregistered trademarks, patent, design or rights and any other intellectual or industrial property rights, discovery, invention, secret process or improvement in procedure of any kind whether arising from statute, under common law or in equity.

Privacy Act means the *Privacy Act 1993*.

2. COMMENCEMENT AND WARRANTIES

- 2.1 This employment agreement is an individual employment agreement entered into under the Employment Relations Act 2000.
- 2.2 Your date of commencement of employment with the Employer is identified at **Item 4** of the Schedule.
- 2.3 You agree that:
- (a) you hold the qualifications and have the skills as represented by you to the Employer
 - (b) you have disclosed to the Employer any restraint or restriction which may affect your performance of work
 - (c) you enter into this agreement without any form of coercion
 - (d) you are legally entitled to work in New Zealand, and agree to produce the appropriate documentation where requested by the Employer and
 - (e) you have and will maintain the licenses and qualifications necessary to fulfil your role.

3. POSITION AND TITLE

- 3.1 You are employed on a casual basis in the position described at **Item 3** of the Schedule.
- 3.2 You may be required to perform other tasks from time to time, as reasonably requested by the Employer or Host Organisation

4. PRINCIPAL DUTIES

- 4.1 You will be provided with an outline of your duties before commencement of your employment. These duties may be modified and updated by the Employer from time to time following agreement by you. The outline is not intended to be an exhaustive list of the duties you may be required to perform, rather an indication of the kinds of duties that fall within the scope of the position.
- 4.2 You have general duties to:
- (a) comply with reasonable directions given to you by the Employer and Host Organisation
 - (b) at all times act faithfully, honestly and diligently
 - (c) deal with the Employer in good faith in all aspects of the employment relationship
 - (d) ensure you are performing solely work related activities in work time
 - (e) exhibit a professional and courteous attitude when dealing with the Employer, its customers, employees, suppliers and other members of the public and
 - (f) act in the Employer's and Host Organisations best interests at all times.

5. EMPLOYER POLICIES AND PROCEDURES

You agree that:

- (a) you will comply with all the Employer's and Host Organisations policies and procedures, as amended from time to time at the sole discretion of the Employer or Host Organisation
- (b) the specific detail of the Employer's and Host Organisation policies do not form a term of your agreement and
- (c) failure to comply with the Employer's or Host Organisations policies may result in disciplinary action, up to and including dismissal.

6. PLACE OF EMPLOYMENT

- 6.1 Your original place of employment will be at the location outlined by the Host Organisation and is subject to change.
- 6.2 Due to the nature of the role of the business, you will be required to travel to, and work at, client and prospective client sites within a reasonable travelling distance, as directed by the Employer and Host Organisation.
- 6.3 You may also be required to travel as reasonably necessary for the performance of your duties.

7. STAFF UNIFORM

- 7.1 The employer shall supply the employee with x1 complimentary branded hi viz.
- 7.2 The Employer is not liable to pay for repairs, cleaning or any other maintenance to uniform clothing.
- 7.3 You should take reasonable care to look after and maintain your staff uniform, but the employer will aim to renew and replace worn out items every 12 months (provided the employer has taken due care with said items).
- 7.4 Issued hi viz must be returned upon termination of employment or \$20 per issued hi viz will be deducted from your final pay.

8. HOURS OF WORK

- 8.1 The Host Organisation will outline the hours of work to you separately.
- 8.2 You are employed as a casual employee and are required to perform the hours of work allocated by the Employer from time to time.
- 8.3 The Employer will give you reasonable notice of when you are required to work. The Employer does not guarantee to provide you with a minimum or maximum amount of work.
- 8.4 You may also be required to work reasonable additional hours.

9. TIME RECORDING

- 9.1 You are required to complete regular time recordings as directed by management.
- 9.2 You are responsible for the completion of your own time record. Completing time records on behalf of another employee or permitting another employee to do so on your behalf, may result in disciplinary action, up to and including dismissal.

10. REMUNERATION

- 10.1 Your rate of pay is set out at **Item 7** of the Schedule.
- 10.2 Your pay shall be paid **weekly** via direct transfer into your nominated bank account.

11. ANNUAL HOLIDAYS

- 11.1 As you are engaged as a casual employee on an intermittent and irregular basis, the Employer will make payment to you for annual holidays at a rate of 8 percent of your gross earnings with and on top of your regular pay.
- 11.2 This payment will be identifiable as a separate component of your regular pay.

12. SICK LEAVE

- 12.1 You will be entitled to sick leave in accordance with provisions of the Holidays Act 2003.
- 12.2 To be entitled to a period of sick leave, you must provide satisfactory documentary evidence in accordance with the Employer's policies.

13. OTHER LEAVE

All other leave, will be provided to you in accordance with the Employer's policy and/or the relevant legislation, whichever is more generous.

14. PUBLIC HOLIDAYS

- 14.1 You are entitled to public holidays in accordance with the Holidays Act.
- 14.2 As a casual employee, any such absence will be unpaid, unless reasonably requested to work by the Employer.
- 14.3 You will be paid at a rate of time and half for all hours worked on a public holiday.

15. CONFIDENTIAL INFORMATION

You agree at all times during and after your employment with the Employer:

- (a) to refrain from directly or indirectly disclosing to a third party Confidential Information except in the proper course of carrying out your duties
- (b) not to use the Confidential Information for any purpose other than for the benefit of the Employer
- (c) to keep confidential all Company Confidential Information and
- (d) to comply with the terms of this Agreement unless otherwise required by applicable laws or regulations.

16. COPYRIGHT AND INTELLECTUAL PROPERTY

- 16.1 All Intellectual Property rights arising from any works created or developed by you in the course of your employment (whether alone or with others) will belong to the Employer and you agree to immediately disclose to the Employer all such works.
- 16.2 You agree that all existing Intellectual Property rights, title and interest in all works created or developed by you in the course of your employment (whether alone or with others) are vested in the Employer and upon their creation, all such rights will vest in the Employer. You agree to execute all documents and do all acts required to secure any Intellectual Property rights for the Employer.

- 16.3 For the benefit of the Employer, you consent to any and all acts or omissions (whether occurring before or after this consent is given) in relation to all works made or to be made by you in the course of your employment which might otherwise infringe your Moral rights in those works.
- 16.4 You warrant that you have consented without coercion or without relying on any representations other than those set out in this Agreement.
- 16.5 For the purposes of this Agreement:
- (a) "Intellectual Property" means all form of intellectual property rights throughout the world including but not limited to copyright, registered patent, design, trade mark and confidential information including know-how and trade-secrets.
 - (b) "Moral Rights" has the meaning given to it in the *Copyright Act 1994* and includes rights of integrity of authorship, rights of attribution of authorship and similar rights that exist or may come to exist anywhere in the world.
- "Works" means all inventions, policies, practices, designs, drawings, plans, software, hardware, reports, documents, systems, improvements and other materials.

17. PRIVACY

You agree to comply with the obligations set out in the Privacy Act.

18. TERMINATION OF EMPLOYMENT

- 18.1 The Employer may terminate your employment without notice or without a payment in lieu of notice for any of the following reasons, if you:
- (a) commit any serious or persistent breach of any of the terms of the Agreement
 - (b) are guilty of dishonesty, misconduct or neglect in the performance of your obligations under the Agreement
 - (c) are convicted of any criminal offence relevant to the performance of your obligations under the Agreement
 - (d) refuse to comply with any reasonable instruction or direction including any failure to comply with your obligations under any of the Employer's rules, policies and/or procedures and any directions given by management of the Employer
 - (e) fail to perform to the standard reasonably expected by the Employer, including persistent failure to achieve targets
 - (f) obtain a medical assessment result that is not satisfactory to the Employer and which objectively results in you being unable to perform your duties set out in the Agreement
 - (g) abuse alcohol or drugs whilst on the Employer's premises, or just prior to commencing work on the premises, which adversely affects your ability to carry out your duties or
 - (h) engage in physical abuse or display unreasonable verbal aggression.
- 18.2 At any time during the operation of the Agreement, the employer may terminate your employment by providing one hour's verbal or written notice of termination or one hour's pay in lieu of notice. The employee must give one weeks written notice.
- 18.3 During the whole or any part of the notice period, the Employer is under no obligation to assign you duties or functions or to provide any work to you and may direct you not to attend work during all or part of the notice period.

- 18.4 On termination of employment for any reason, you must immediately return to the Employer all property, documents and items relating to the business of the Employer which you have in your possession or control. This includes, but is not limited to, any car, equipment, papers, keys, reports, computers, information, programs, records and documents, intellectual property and other information, in whatever form, relating in any way to the Employer or its clients.
- 18.5 On termination of employment for any reason, you must also irretrievably delete any Confidential Information stored on any computer, magnetic or optical disk or memory, and all matter derived from those sources in your possession, custody, care or control outside the Employer's premises.
- 18.6 You will repay to the Employer the balance of any loans or advances made by the Employer against your pay or leave entitlements, or any money otherwise owed to the Employer by you. The Employer is authorised to deduct from your final pay any moneys owing to the Employer on termination.
- 18.7 You acknowledge that, due to the nature of the Employer's business, if you fail to give the required notice to the Employer there may be a financial impact on the Employer. For this reason, if you fail to give the notice required under this agreement, you consent to the Employer, following consultation with you, deducting the sum equivalent to the remuneration for the unworked notice period from any money owed to you (including final and holiday pay), or to the Employer otherwise recovering the sum.

19. REDUNDANCY

If your position is made redundant, you shall not be entitled to any redundancy payment.

20. RESTRUCTURING

- 20.1 In the event of you are an affected employee during a restructuring, as defined in the Employment Relations Act, the Employer will as soon as is reasonably practicable, taking into account the commercial requirements of the business, negotiate with the potential new employer the impact of the restructuring on the affected employees' positions.
- 20.2 The Employer will negotiate with the potential new employer regarding:
- (a) Whether or not the new employer proposes to offer affected employees the opportunity to transfer on the same terms and conditions
 - (b) If some or all affected employees will not transfer on the same terms and conditions, whether there will be any other potential opportunities for employment for them with the new employer and
 - (c) The proposed date for commencement of employment with the potential new employer (if applicable).
- 20.3 You agree to the Employer disclosing to the potential new employer on a confidential basis, as part of the abovementioned negotiations, relevant information such as details of the Employee's terms and conditions of employment, job description, skill-set, experience and qualifications.
- 20.4 If you are not employed by the potential new employer, for whatever reason then:
- (a) The Employer will consult with the you and consider whether there are any opportunities for redeployment within the Employer's business, if any part of it is being retained by the Employer; and
 - (b) The Employer will provide any entitlements specified in the redundancy provision of this agreement and will consult with the Employee about any further entitlements that may be made available.

20.5 Where the Employee's position is terminated in a restructuring and the potential new employer offers employment to the Employee on terms which are the same or substantially similar, there shall be no entitlement to redundancy compensation.

21. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

21.1 If any employment issues arise, those should be raised with the Employer as soon as possible so that they can be resolved. If the matter is not resolved either party can seek assistance from the Ministry of Business, Innovation & Employment's mediation service. If the issues are not resolved at mediation, they may be referred to the Employment Relations Authority.

21.2 If the issue is a personal grievance, the Employee must present that grievance within 90 days of the event giving rise to the grievance, or after further time if allowed by the Employer or where the Employment Relations Authority grants an extension of time.

22. ASSIGNMENT

22.1 You may not assign or transfer the rights and benefits under this Agreement.

22.2 The Employer may assign its rights and obligations under the Agreement to any person, business, company or entity.

23. GOVERNING LAW

The Agreement shall be governed by the jurisdiction of the courts in location as described at **Item 8** of the Schedule.

24. VARIATION OF TERMS

The terms of the Agreement may be varied from time to time by mutual agreement in writing between the parties.

25. SEVERABILITY

If any of the terms and conditions of the Agreement are void, or become voidable by reason of any statute or rule of law then that term or condition shall be severed from the Agreement without affecting the enforceability of the remaining terms and conditions.

26. ENTIRE AGREEMENT

The contents of the Agreement constitute the entire agreement between you and the Employer. Any previous agreements, understandings, and negotiations on this subject matter cease to have effect.

SIGNED BY AN AUTHORISED OFFICER OF THE EMPLOYER

.....
Authorised Officer

.....
Witness

.....
Title of Authorised Officer

.....
Name of Witness (printed)

.....
Dated

SIGNED BY YOU

.....
Employee

.....
Witness

.....
Dated

.....
Name of Witness (printed)

SCHEDULE

Item 1	Employer name and details	Staffline Limited 781 Great South Road Penrose Auckland
Item 2	Your name and details	{ INSERT EMPLOYEE NAME & DETAILS EG. ADDRESS OR DOB }
Item 3	Position	{ INSERT POSITION }
Item 4	Commencement date	{ INSERT ORIGINAL DATE OF COMMENCEMENT }
Item 5	Location	Your location of work will be provided to you by the Host Organisation. This information will be provided to you separately.
Item 6	Business normal hours of operation	You will be required to work within the span of hours of the Host Organisation
Item 7	Pay	\$(INSERT PAY) per hour
Item 8	Governing law	New Zealand
