



CASUAL ON-HIRE INDIVIDUAL 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 is in the business of providing temporary workers to Host Clients.
- B. The Employer has agreed to appoint you and you have agreed to serve the Employer in the position of a casual on-hire employee.
- C. The Employer and you have agreed to enter into this Agreement to record the terms upon which you will be employed.
- D. 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.

Assignment means a period where an on-hire employee works for a Host Client of the Employer in accordance with this Agreement. Each Assignment may be performed at various work sites for varying lengths of time and for varying hours, generally without any regularity or continuity.

Confidential Information is defined as information, regardless of the form or medium in which it is recorded or stored, which relates to all unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, technical data, products and all other intellectual property, financial and business information and all other commercially valuable Company information, including client, customer and business contacts, which the Company regards as confidential to it and all copies, notes and records and all related information generated by you during the course of your employment. Confidential Information excludes, or as the case requires, ceases to include information which is, or becomes:

- (a) available in the public domain; or
- (b) required to be disclosed by law

Employee Handbook means the Employer's policies and procedures.

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

Holidays Act means the *Holidays Act 2003*.

Host Client means a client of the Employer whom the employer provides on-hire labour services to under agreement.

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.

On-hire Employee means an employee who is on-hired to a Host Client of the Employer and who works under the Host Client's direction.

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;
 - (e) you have and will maintain the licenses and qualifications necessary to fulfil your role;
 - (f) you will not accept an offer of employment on a temporary or permanent basis from a Host Client of the Employer that you have been assigned to within the previous 12 months without first notifying the Employer in writing;
 - (g) you have not relied on any direct or indirect conduct or representation of the Employer or any of its directors, servants, agents (or anyone authorised by any of them), other than the terms expressed in this Agreement; and
 - (h) that this agreement will apply on each occasion when you are offered and accept an Assignment of work from the Employer.
- 2.4 You acknowledge that as a casual on-hire employee you are not entitled to any minimum number of assignments.
- 2.5 You acknowledge that regardless of the nature or duration of any Assignment provided to me, the Host Client is not under any obligation to employ you in any capacity, either during or upon completion of any Assignment.

3. POSITION AND TITLE

- 3.1 You are employed as a casual on-hire employee in the position described in **Item 3** of the schedule.
- 3.2 Your duties will be agreed with the Employer before acceptance of each work assignment. Duties may vary according to the requirements of the client.
- 3.3 You may be required to perform other tasks from time to time, as reasonably requested by the Employer.

4. PRINCIPAL DUTIES

- 4.1 The Employer may offer you a range of Assignments according to your skills, training and trade capabilities. You must advise the Employer if your duties change during the Assignment and/or if you do not have the required skills or training to safely and competently perform the duties.
- 4.2 You will:
 - (a) perform such duties and functions as reasonably requested by the Employer and/or Host Client during each Assignment;
 - (b) act faithfully, honestly, diligently and to respect the privacy and confidentiality of all people that you come into contact with through the course of each Assignment;
 - (c) devote the whole of your time, attention, skills and ability to the performance of your obligations under the Agreement whenever you are required to be on duty;
 - (d) act in the Employer's best interests at all times;
 - (e) comply with all reasonable requests to perform any additional duties;
 - (f) exhibit a professional and courteous attitude when dealing with the Employer, the Host Client, customers, employees, suppliers and other members of the public; and
 - (g) direct any complaint or query in respect of an Assignment or your employment to the Employer immediately upon becoming concerned or immediately upon requiring or needing an answer to your query. You must not take the matter up directly with the Host Client.

5. EMPLOYER POLICIES AND PROCEDURES

- 5.1 You agree that:
 - (a) you will comply with all the Employer's policies and procedures, as amended from time to time at the sole discretion of the Employer;
 - (b) you will while on Assignment adhere to any policies and procedures implemented by the Host Client. Where any conflict exists between the Employer's policies and procedures and those of the Host Client, the Host Client's policies will prevail during the period of assignment to the extent they are permissible by law;
 - (c) the specific detail of the Employer's or Host Client's policies do not form a term of your Agreement; and
 - (d) failure to comply with the Employer's or Host Client's policies may result in disciplinary action, up to and including dismissal.

6. PLACE OF EMPLOYMENT

- 6.1 Your primary place of employment is described in **Item 5** of the Schedule. You will be required to work at this location, and at any other reasonable location as directed from time to time by the Employer.
- 6.2 You may also be required to travel as reasonably necessary for the performance of your duties.

7. HOURS OF WORK

- 7.1 The business' normal span of hours of operation are outlined at **Item 6** of the Schedule.
- 7.2 You are employed as a casual on-hire employee and are required to perform the hours of work allocated by the Employer from time to time during an Assignment.
- 7.3 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.
- 7.4 As a casual employee you have the right to accept or decline shifts which may be offered to you by the Employer. The Employer does not provide any guarantee that you will be offered work on an ongoing basis.
- 7.5 You are not guaranteed employment for the specified length of any Assignment and your employment commences at the beginning of each shift and terminates at the end of each shift.
- 7.6 You may also be required to work reasonable additional hours.

8. SHIFT CANCELLATION

- 8.1 Due to the nature of the Employer's business, including the Employer's limited ability to foresee, and inability to control circumstances such as clients cancelling jobs or technical issues that would prevent you from carrying out your duties, the Employer may cancel a shift that you have been offered and has been accepted by you.
- 8.2 The Employer may cancel a shift and not require you to attend work by giving you one hours' notice.

9. TIME RECORDING

- 9.1 You are required to complete regular time recordings as directed by the Employer.
- 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.
- 9.3 You must present your timesheet, or any other time record, to the Host Client for authorisation periodically as directed by the Employer.

10. REST AND MEAL BREAKS

- 10.1 You will be entitled to rest and meal breaks in accordance with the Employment Relations Act.
- 10.2 Provisions regarding agreed timing of rest and meal breaks are set out in the Employee Handbook.

11. REMUNERATION

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

12. STAFF UNIFORM

- 12.1 You will be provided with a branded hi-vis to assist you in performing your duties.
- 12.2 It is your responsibility to ensure proper care is taken of this equipment provided, 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).
- 12.3 On termination of your employment, the hi-vis vest must be returned to the Employer no later than the final day of your employment. The Employer retains the right to deduct the cost of \$20.00 per hi-vis that is not returned or is returned in a damaged condition due to your own negligence, recklessness or carelessness, from your final pay.

13. DEDUCTIONS FROM WAGES

- 13.1 You consent, pursuant to the Wages Protection Act 1983, to the Employer deducting from your pay, including holiday pay.
- 13.2 You agree that the Employer may deduct any overpayments, outstanding debts owed to the Employer, the value of any unreturned property or any property returned in a damaged state.
- 13.3 The Employer agrees that it will consult with you prior to any deduction being made with the exception of specific deductions already consented to by you.

14. ANNUAL HOLIDAYS

- 14.1 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.
- 14.2 This payment will be identifiable as a separate component of your regular pay.

15. SICK LEAVE

- 15.1 You will be entitled to sick leave in accordance with provisions of the Holidays Act 2003.
- 15.2 In the event that you are entitled to a period of sick leave, you must provide satisfactory documentary evidence in accordance with the Employer's policies.
- 15.3 Where you do not have access to paid sick leave entitlements, you are required to provide documentary evidence for any period of absence due to sickness in the form of a medical certificate. Any costs incurred for obtaining this evidence will be paid by you.
- 15.4 Additional provisions regarding sick leave are set out in the Employee Handbook.

16. 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.

17. PUBLIC HOLIDAYS

- 17.1 You are entitled to public holidays in accordance with the Holidays Act.
- 17.2 You will be paid at a rate of time and half for all hours worked on a public holiday.

18. CONFIDENTIAL INFORMATION

- 18.1 You agree at all times during and after your employment with the Employer:
 - (a) to refrain from directly or indirectly disclosing confidential information to a third party 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.

19. COPYRIGHT AND INTELLECTUAL PROPERTY

- 19.1 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.
- 19.2 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.
- 19.3 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.
- 19.4 You warrant that you have consented without coercion or without relying on any representations other than those set out in this Agreement.
- 19.5 For the purposes of this Agreement:
 - (a) "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.
 - (b) "Works" means all inventions, policies, practices, designs, drawings, plans, software, hardware, reports, documents, systems, improvements and other materials.

20. PRIVACY

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

21. SUSPENSION

- 21.1 The Employer may suspend you from work or from any of your standard duties and responsibilities, for health and safety reasons or to enable the Employer to investigate any employment issue. The Employer will seek your comments prior to a decision being made about suspension.
- 21.2 For the avoidance of doubt the Employer does not provide any guarantee that you will be offered work on an ongoing basis.

22. TERMINATION OF EMPLOYMENT

- 22.1 After following a fair and reasonable process 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 negligence in the performance of your obligations under the Agreement;
 - (c) become insolvent or bankrupt or make any assignment or arrangement with your creditors which effects the performance of your obligations under the Agreement.
 - (d) are convicted of any criminal offence relevant to the performance of your obligations under the Agreement;
 - (e) 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;
 - (f) fail to perform to the standard reasonably expected by the Employer, including persistent failure to achieve targets;
 - (g) 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;
 - (h) 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
 - (i) engage in physical abuse or display unreasonable verbal aggression.
- 22.2 At any time during the operation of the Agreement, the employer may terminate your employment by providing one hours' verbal or written notice of termination or one hours' pay in lieu of notice. The employee must give one weeks written notice. If this does not occur wages will be held.
- 22.3 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.
- 22.4 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.
- 22.5 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.
- 22.6 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.

23. REDUNDANCY

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

24. RESTRUCTURING

- 24.1 In the event that 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 your position.
- 24.2 If you are an employee as defined in Schedule 1A of the Employment Relations Act 2000 the Employer will inform you of any additional rights you may have in a restructuring situation. If your role is restructured or made redundant due to a transfer under part 6A of the Employment Relations Act 2000 the new Employer will not be required to provide you with any redundancy compensation.
- 24.3 The Employer will negotiate with the potential new employer regarding:
- (a) Whether or not the new employer proposes to offer you 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).
- 24.4 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 your terms and conditions of employment, job description, skill-set, experience and qualifications.
- 24.5 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 you about any further entitlements that may be made available.
- 24.6 Where your position is terminated in a restructuring and the potential new employer offers employment to you on terms which are the same or substantially similar, there shall be no entitlement to redundancy compensation.

25. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

- 25.1 If any employment issues arise, those should be raised with the Employer as soon as possible so that they can be resolved, in accordance with the Employer's grievance procedure.
- 25.2 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.
- 25.3 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.

26. ASSIGNMENT

- 26.1 You may not assign or transfer the rights and benefits under this Agreement.
- 26.2 The Employer may assign its rights and obligations under the Agreement to any person,

business, company or entity.

27. GOVERNING LAW

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

28. VARIATION OF TERMS

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

29. 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.

30. 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.

31. ACKNOWLEDGEMENT

31.1 The Employee acknowledges:

- (a) that they have been advised of their right to take independent advice on the terms of this agreement;
- (b) that they have been provided with a reasonable opportunity to take that advice; and
- (c) that they have read these terms of employment and understand these terms and their implications.

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 |
