

INDIVIDUAL EMPLOYMENT AGREEMENT
CASUAL HOURS

The parties to this Individual Employment Agreement (the "Agreement") are:

The Chief Executive of the New Zealand Food Safety Authority acting by and through **[Director Name, Group]**, herein referred to as the Employer, New Zealand Food Safety Authority (the "Employer");

And

[Name], (the "Employee")

The terms and conditions of the Agreement are as set out below.

Background

This Agreement is made under Section 66 of the *Employment Relations Act 2000* and Section 59(1) (a) of the *State Sector Act 1988*.

Position

The New Zealand Food Safety Authority wishes to appoint the Employee to the **casual** position of **[Position Title, Location]**. This position reports to the **[Manager, Business Group]**.

Term and Termination

The term of this Agreement will start on **[DATE]** (the "commencement date") and the Agreement will continue until **[END DATE]**.

The Employer may terminate this Agreement in the case of serious misconduct. What constitutes serious misconduct, and the procedures for dealing with such misconduct, shall be determined in accordance with the Employer's guidelines.

No redundancy is payable under this Agreement.

Terms of Employment

The Employee is employed on a casual basis working an irregular pattern of hours. This does not guarantee that work will be made available on any particular day or week.

This Agreement shall be applicable to the parties to this Agreement on the occasion/s when the Employee is employed on casual work for New Zealand Food Safety Authority (NZFSA). The Employee acknowledges that he/she has no expectation of ongoing engagements with NZFSA.

The parties acknowledge that each engagement for work is a separate period of employment and each engagement shall end on the date set out and signed by the Employer and the Employee.

The Employee acknowledges that NZFSA has no obligation to offer further engagements to the Employee notwithstanding that the Employee may be recognised on any list maintained by the Employer to assist in obtaining any casual staff. NZFSA acknowledges that the Employee is under no obligation to accept any engagements.

Duties

The duties to be undertaken on each engagement will be advised to the Employee either verbally or using the form set out in Schedule A, together with any other duties which may be agreed between the parties from time to time.

It is expected that these duties are to be performed in accordance with the instructions, policies and procedures of the Employer, as may be varied by the Employer from time to time and communicated to the Employee, and that the Employee will devote all of their normal working hours and best endeavours to performing the duties outlined in a manner which will promote the interests of the Employer.

As part of this Agreement the Employee will be required to exercise such powers, functions and duties as may be conferred upon the Employee from time to time by any enactment, or by delegation under any enactment.

Hours of Work

The Employee will work on an 'as and when required' basis and therefore there are no prescribed hours of work. Actual hours will be agreed at the start of each engagement for work

and will be those identified using the form set out in Schedule A.

Holidays and Leave

Note:

Further information about entitlements under the *Holidays Act 2003* can be obtained from the Department of Labour, or a union of which the Employee is a member (if applicable).

Relevant daily pay for the purposes of calculating payment for a public holiday, alternative holiday, sick leave or bereavement leave means the amount of pay the Employee would have received had the Employee worked on the day concerned.

Public Holidays

Public Holidays shall be administered and calculated in accordance with the *Holidays Act 2003* which provides for eleven whole public holidays per year. Anniversary Day will be observed as in the locality of the work place concerned.

Due to the nature of the Employer's business, the Employee may be required to, and agrees to, work on any of these public holidays at the Employer's direction.

If an Employee is directed to or agrees to and does work on a public holiday following a request to do so by the Employer, the Employee will be paid at least the portion of the relevant daily pay that relates to the time actually worked on the day plus half that amount again. No alternative day will be granted.

Annual Leave

The Employee shall receive 8% of earnings as Holiday Pay in lieu of annual leave. This Holiday Pay will be paid fortnightly in accordance with NZFSA's payroll period, where the Employee has been offered and accepted the engagement in the relevant period.

Other Forms of Leave

Sick leave, bereavement/tangihanga leave and all other forms of leave are not payable under this Agreement until the Employee has been employed continuously by NZFSA over a six month period and has worked for at least an average of 10 hours per week, and no less than 1 hour per week or 40 hours per month.

An Employee meeting these conditions will have a paid sick leave entitlement, at relevant daily pay, of 5 days per year and will also be eligible for bereavement/tangihanga leave, at relevant daily pay, to discharge their obligations and/or pay their respects to a deceased person with whom they have had a close association. These entitlements are inclusive of, and not in addition to, the provisions of the *Holidays Act 2003*.

Remuneration and Benefits

The Employee will be paid at the gross rate of \$12.00 per hour worked.

Wages will be calculated on receipt of timesheets authorised by the Employer and will be paid fortnightly into a bank account of the Employee's choice.

The Employer shall be entitled to make a deduction from the Employee's wages pursuant to the *Wages Protection Act 1983*, or at the Employee's written request.

Personal Grievances and Disputes

An employment relationship problem is any problem relating to or arising out of the employment relationship between the Employer and Employee. This includes a formal personal grievance or dispute but does not include matters concerned with the negotiation of an employment agreement.

Resolving Employment Problems

The Employee should clarify what the problem is and make sure there really is a problem. This includes checking the facts and making sure something has not been assumed or misunderstood.

The Employee should discuss the problem first with the Manager. If the issue is harassment and it is inappropriate for it to be raised with the Manager, the manager's Manager, Business Director, HR Adviser or General Manager Human Resources should be approached.

At any stage of the process the Employee has a right to representation, including whanau support.

The Department of Labour Mediation Service may assist by providing information about rights

and obligations and may also suggest a meeting with NZFSA, or anything else that they think might help.

NZFSA will discuss and investigate the problem as appropriate.

If the employment problem continues to be unresolved then the Employee and NZFSA can use the mediation process that is offered by the Mediation Service.

Personal Grievances

A Personal Grievance means a formal grievance relating to: unjustifiable dismissal; unjustifiable disadvantage; discrimination; sexual or racial harassment; or duress in relation to membership or non membership of a union or employee organisation.

A personal grievance must be raised (by writing to the Manager, Human Resources) within 90 days of the grievance occurring or the date the Employee became aware of it. When a personal grievance is raised with NZFSA, the Employee must state what the grievance is and what should be done about it.

Disputes

A dispute means a disagreement with the way in which this employment agreement has been applied or interpreted.

Formal Processes

Mediation: With formal mediation it is up to the Employee and NZFSA to reach an agreement on the outcome. The mediator facilitates the process. However the Employee and NZFSA can agree at the start of the mediation for the mediator to decide on the outcome. If the Employee and NZFSA agree to this then the mediator's decision is final and cannot be appealed.

Employment Relations Authority: If agreement is not reached at mediation then the Employee or NZFSA can take the problem to the Employment Relations Authority. If the problem is about a strike or lockout or injunction then the Employee can take the issue to the Employment Court.

The Employment Relations Authority looks at the whole situation rather than the technicalities of a case. It may look into anything it thinks is relevant to the case. It may also send the parties back to mediation if it thinks that the parties have not gone through that process

properly.

Employment Court: If the Employment Relations Authority arrives at a decision that the Employee or NZFSA do not agree with this can be appealed to the Employment Court. Appeals must be made within 28 days of the Authority making its decision.

Completeness

This Agreement constitutes a full and entire agreement between the Employer and the Employee, and supersedes all previous Agreements, with respect to the matters it contains.

This Agreement shall be construed and take effect in accordance with the laws of New Zealand.

Amendments

No amendment to this Agreement shall be effective unless it has been made in writing, is signed both parties and is appended to this Agreement. Amendments may also be required from time to time due to law changes which may override existing agreements.

Confidentiality

As part of normal duties the Employee will obtain, or have access to, confidential information concerning the Employer or clients of the Employer. Under no circumstances is any use to be made of this information except for purposes directly related to further the business objectives of the Employer, as provided within the terms of the Employee's delegated authority.

Intellectual Property

All work produced by the Employee in the performance of his/her duties under this Agreement shall be the property of the Crown and the Crown shall be entitled to any intellectual property, copyright or merchandising rights in or arising from such work.

Other Employment and Conflicts of Interest

The Employee shall not, for the duration of this Agreement set up or engage in private business or undertake other employment in direct or indirect competition with the Employer using knowledge or material gained during the course of employment with the Employer.

However the Employee may undertake other employment so long as such employment is in the Employee's own time and does not conflict with the Employer's business.

Independent Advice

I understand the terms and conditions of this Individual Employment Agreement and I have been given the opportunity to seek independent advice about this Agreement before signing.

Signed by the said

In presence of

Occupation:

Address:

Signed for and on behalf of the Chief Executive of the New Zealand Food Safety Authority by

[Director Name, Business Group]

In the presence of

Occupation:

Address:

SCHEDULE A

CASUAL EMPLOYEES CONFIRMATION OF ENGAGEMENT AND TIMESHEET

Name:

Employee Number:

Location: Telecom South Tower

Finance Code:

This confirmation of engagement is to be read in conjunction with the Individual Employment Agreement dated [Date of Agreement]. You will be working as a Casual **[Position Title]** working an irregular pattern of hours from ____/____/____ until ____/____/____. Duties include as specified by **[reporting to]**.

This does not guarantee that work will be made available on any particular day or week. This confirmation of engagement will also act as your time sheet on which you will record the date employed, start and finish times, total hours worked, and the type of task or project being worked on. Wages shall be paid at \$ 12.00 per hour. Holiday pay of 8% shall be paid fortnightly, in addition to wages, in full recognition of NZFSA's obligation towards annual leave entitlement.

Yours sincerely

Manager's Name:

Fortnight Ending: Sunday ____/____/____

Day	M	T	W	Th	F	S	Su	M	Tu	W	Th	F	S	Su
Date														
am														
pm														
TOTAL HOURS														

Employment reason:
Task/Project/Relief

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I certify that the above dates and hours of time worked within the fortnight are correct.

Employee Signature:

Manager Signature: