INDIVIDUAL Employment AGREEMENT

CASUAL

INDIVIDUAL Employment AGREEMENT - CASUAL EMPLOYEE

Part One: SUMMARY OF YOUR EMPLOYMENT DETAILS

|  |  |
| --- | --- |
| Date of this agreement |  |
| Place of work |  |
| Remuneration | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ gross per hour plus 8% Holiday Pay. |
| Pay Frequency | At least weekly |
| Hours of Work | As and when required. Due to the casual nature of this employment agreement, it is not possible in this agreement to set out any specific hours of work.  You can accept or reject each offer of hours of work.  You will be informed of the days and hours of work when each offer of casual employment is made.  You agree to maintain such time recording systems provided by us to accurately record hours worked, and, where required, breaks taken. |
| Public Holidays | You may be offered work on public holidays as due to the nature of our work, we are normally operational on public holidays. |
| Notice period | One day’s notice from either party during a period of engagement |

Parties to the Agreement

**[Employer name]**

Referred to in this agreement as ‘we’ or ‘us’ or ‘the Employer’

and

**[Employee name]**

Referred to in this agreement as ‘you’ or ‘your’ or ‘the Employee’

This is a Casual Individual Employment Agreement between the Employer and the Employee.

The agreement and any attachments are the entire agreement between the parties and replace any terms and conditions of employment either written or verbal that may have applied prior to the date of this agreement.

**Term and Nature of the Agreement**

This agreement shall come into effect on the date it is signed by both parties and shallcontinue in force until terminated by either party in accordance with this agreement.

The parties agree that:

* The casual employment is on an “as and when required” basis at all times. We are entitled to offer you casual employment at any time to meet our operational requirements. We are not obliged to offer you work. Similarly, you are entitled to accept or reject any offer of work at any time.
* Each period of casual employment is a separate engagement. Where more than one period of casual employment is undertaken, the employment ceases at the end of each period. The service is not continuous.
* Nothing in this agreement provides any entitlement to further employment beyond each period of casual employment. You should not have any expectation of further offers of casual employment.

**Place of Work**

The principal place of work is set out in Part One. During working hours you are required to attend our place of work and other such places as we may reasonably require without any accompanying change in remuneration or allowances.  You accept that we may change our place of work without any change in your remuneration.

**Position**

You shall perform the duties set out in the position description attached to this agreement. Due to the casual nature of the employment, it is not possible to be more specific in this agreement regarding the duties that will be required of you.

You are required to comply with reasonable instructions issued by the Employer in respect of performance, behaviour and the allocation of work duties as appropriate.

**Remuneration**

Your remuneration and pay frequency is set out in Part One.

**Variation to the Agreement**

The parties may vary this agreement in writing with any variation to be signed by both parties.

**Duties of the Parties**

We will act as a good employer in all aspects of your employment by providing fair and proper treatment.

You will:

* be responsible for the diligent and faithful performance to the best of your ability, of the duties as set out in the position description, and any other duties properly assigned to you from time to time;
* carry out and comply with all reasonable and lawful instructions given by us, or any other person(s) authorised by us to give such directions;
* assist with or do any other job (other than your normal duties) within your capability and related to our business activity which may be required, provided you are paid at not less than your ordinary rate of remuneration;
* comply in all respects with all/any of our policies and procedures, which have been or may in the future be, established by us for the conduct of our employees;
* present yourself at all times in a professional manner, acknowledging our requirement for excellence in relationships with all persons associated with our work.
* agree not to do anything whereby the goodwill and reputation of us may be detrimentally affected.

**Hours of Work**

Due to the casual nature of your employment, the work performed under this agreement is intermittent or irregular and is not continuous. There is no obligation on us to offer work or for you to accept work.

You have no expectation of any minimum hours of work. Due to the casual nature of this employment you accept that the Employer is not required to offer you work at any time.

**Rest Breaks and Meal Breaks**

Breaks will be provided for in accordance with the Employment Relations Act 2000. Currently the legislation provides for the following breaks:

|  |  |
| --- | --- |
| **Time Period** | **Break** |
| between two and four hours | one 10-minute paid rest break |
| between four and six hours | one 30-minute unpaid meal break |
| between six and eight hours | one 10-minute paid rest break |
| beyond eight hours | cumulative repetition of the above |

In the absence of agreement as to when breaks are to be taken, so far as it is reasonable and practical to do so, the breaks are to be taken in the middle of each time period.

**Absences**

Lateness or absences from work for any reason shall be personally reported to the Employer before the usual starting time on each day of absence. You will not be paid for any unauthorised absences.

**Deductions**

Following consultation with you, we may make rateable deductions from your remuneration for:

* those authorised by you
* those provided for under another Act
* those ordered by the Courts
* time lost by you due to employment default, sickness, accident (where no special leave has been approved), absence at own request
* overpayments, where deductions arising from such circumstances and occurring in one pay period may be made from subsequent pay periods
* wages/salary or other monies paid in advance
* unreturned goods, company issued clothing, PPE, equipment, tools, stock or other legitimate debt owing by you to us.

In the event of termination of employment, you agree that deductions from your final pay may be made for any of those specified above.

**Holidays and Leave**

The parties have agreed that your annual holiday pay will be paid to you regularly with each pay at a rate of 8% of your gross earnings.

Sick leave and bereavement leave will only be provided if you meet the criteria set out in the Holidays Act 2003 and any amendments relating to such entitlements for casual employees.

A Food Control Plan is implemented at our sites and you must adhere to its requirements. This may require you to obtain a clearance from your doctor that you are fit to return to work if you have been absent due to illness

**Public Holidays**

You may agree to work on a public holiday. In such circumstance you shall be paid for working on the public holiday in accordance with applicable legislation. You shall not normally to be also entitled to a day in lieu as it would not otherwise be a day that you would normally work.

**Termination of Employment**

The casual nature of this agreement means that each period of engagement ends when it is complete. No formal notification of termination of this agreement is required. However, if either party wishes to terminate this employment agreement before the conclusion of the engagement, then 24 hours notice is required. We may elect to pay you in lieu of some or all of the notice period.

If you give notice that is longer than required, we are not obliged to accept such longer notice period, nor will we be liable to pay more than the notice period in wages if we do not require you to work out the notice period.

On termination, you shall return any property belonging to us, including but not limited to, all records, documents, digital documentation, PPE, plans, equipment (incl. knives), manuals, letters, keys, security cards, laptop computers and other property or materials of every description which is ours, including copies of the same, which are within your possession or control, and which relate to our business.

We shall deduct from your final pay any amount owing for unreturned property and/or any other debt owed to us as per the Deductions clause of this agreement.

**Employee Protection Provision**

The purpose of this provision is to provide protection for the employment of the affected employee if our business is restructured.

*Restructuring*

Restructuring, in relation to our business means:

* entering into a contract or arrangement under which our business (or part of it) is undertaken for us by another person; or
* selling or transferring our business (or part of it) to another person.

In the event of restructuring that may affect your future employment, we will undertake the following steps:

* initiate and agree on a negotiation process and timeframe with the potential new employer around the extent to which the proposed restructuring relates to affected employees’ positions as soon as practicable;
* negotiate with the potential new employer the following:
* whether or not your position would transfer to the potential new employer, and if so, the start date, and terms and conditions of employment that would be offered to you;
* whether the new employer will treat affected employees’ service as continuous; and
  + whether the new employer can offer suitable alternative positions to employees.

In the event that you are not offered employment with the potential new employer for whatever reason, your redundancy entitlements will be determined in accordance with the Redundancy clause of this agreement.

There shall be no right to redundancy compensation where our business is restructured and you are offered employment with the potential new employer on substantially the same terms and conditions of employment.

**Workplace Health and Safety**

The parties’ attention is drawn to the Health and Safety at Work Act 2015, regulations and any amendments. The principal objective of this Act is to provide for a balanced approach to secure the health and safety of workers (employees) and workplaces.

The Act requires that all parties participate in workplace health and safety programmes as a step towards ensuring the workplace is a safe and healthy environment.

We will take reasonably practicable steps to systematically identify and manage potential and specific hazards/risks by eliminating or minimising them, before or as they arise.

You agree to take reasonable care precautions for the safety and health of yourself and others in the workplace:

1. You will take reasonable care to ensure your own safety while at work;
2. You will take reasonable care that no action or inaction by yourself causes harm to any other person in the workplace;
3. You will comply, as far as you are reasonably able, with any reasonable instruction that is given by us to comply with the Health and Safety at Work Act 2015;
4. You will co-operate with any reasonable policy or procedure of ours relating to health and safety at the workplace, that has been notified to the worker;
5. You may attend other workplaces that having their own health and safety, and/or food safety requirements and you must comply with these;
6. You must immediately report all accidents and near miss incidents;
7. Where you become aware of damage or faults to equipment or the existence of other hazards/risks that may endanger the health and safety of others, you will immediately report such damage, fault or hazard to management;
8. You agree that you know and understand our health and safety rules and procedures.Where you fail to comply with health and safety rules and procedures, disciplinary action may result;
9. You agree to observe all safety precautions and procedures including, where required, correctly wearing protective clothing and equipment;
10. You acknowledge that you have read and understand our Occupational Health and Safety policy;
11. You will report to work in such a condition that enables your duties to be performed properly and safely at all times.

**Employee Conduct**

You shall undertake the tasks and duties associated with your position in a professional manner and to an acceptable standard.

You should familiarise yourself with any policy documents which apply generally to all employees. These policies may be amended from time to time and you will be made aware of such amendments.

You must comply with all Food Safety requirements at all times including any Food Control Plan implemented at our sites and you must adhere to its requirements. This may require you to obtain a clearance from your doctor that you are fit to work if you have been ill.

The Employer requires that no person smokes at any time within the company premises (including company vehicles) and that no person smokes while they are working. Any employee who wishes to smoke must do so during their breaks and away from the company premises.

**Disciplinary Proceedings**

We shall act fairly, promptly and consistently in all disciplinary proceedings.

**Suspension**

Where alleged serious misconduct is involved, we may suspend you on pay, for a reasonable period, while we conduct an investigation into the matter. The ability to suspend shall not be invoked unless you have first been given an opportunity (which may be brief) to make any submissions on the appropriateness of suspension.

General Conditions

Food Control Plan

A Food Control Plan is implemented at our sites and you must adhere to its requirements. Any failure to adhere to these requirements will be considered serious misconduct.

Use of phone during work hours

You shall not use your personal mobile phone during work hours except during your break times or for emergency purposes.

Uniform and Equipment

We may require you to wear specific clothing (including footwear) and a uniform. You are also required to wear all applicable safety gear – including mesh gloves or other PPE as required.

You are responsible for any costs associated with damage to equipment, machinery and premises arising from your unreasonable negligence or recklessness.

Bulling and Harassment

The parties acknowledge that bullying or harassment in the workplace is totally unacceptable. All employees must behave in a manner than contributes towards a safe and enjoyable environment which includes refraining from any form of bullying, harassment, or discrimination.

Privacy

You have obligations under the Privacy Act 2020 and in particular you must not breach the privacy of any customer or fellow employee.

We may collect and retain personal information concerning any aspect of your employment and you consent to us collecting and retaining relevant personal information.

Security

No materials, tools or equipment of any description ( including knives) may be borrowed or removed from our premises without our prior consent.

You are responsible for the security of your personal property and are advised not to leave money or valuables unattended or in places where they could be taken or interfered with at the workplace (including from any company vehicle).

You are also responsible for the security of any company vehicle you may be assigned to drive on any particular day.

We reserve the right to search your personal effects, or vehicles which are on our premises, for property belonging to us or your fellow colleagues.

Confidentiality

During your employment with us you will have access to confidential information of the Employer concerning our business, operations, affairs, property, customers, clients, suppliers, employees and principals .You shall keep such information confidential and shall not, during or after employment, disclose to other people or organisations or make use of any such confidential information.

In particular our customer base is the property of the Employer and therefore all information concerning the client base is the confidential information of the Employer.

You shall take all necessary and reasonable steps to prevent any confidential information being disclosed to any unauthorised person.

You shall not copy or retain, in any form, any confidential information for personal use either during or after employment.

Any unauthorised use of this information may result in dismissal without notice.

Other employment/ work

Due to the casual nature of your employment it is accepted that you are entitled to be involved in other employment or work so long as such other employment or work does not interfere in your ability to perform your role with us. Of particular importance is you must not engage in any work which would mean you would breach our hygiene and/or Food Control Plan requirements.

However, you agree that you will not be involved, directly or indirectly, with any business or employment which competes in any way with our business without our knowledge and approval due to the risk of breach of confidentiality (being a real or potential risk) that this creates.

Intellectual Property

Any work, process, design, system, business information or other material created, discovered or produced by you and arising from employment under this agreement, shall remain the property of us. We shall have full rights to such information whether those rights are exercised in any form or not, during the term of this agreement or on cessation of the agreement, unless expressly agreed otherwise in writing.

Business interruption

Due to the casual nature of your employment you accept that we may terminate an engagement immediately if we suffer business interruption caused by an event outside our control including (but not limited to) natural disaster, health epidemic or pandemic, governmental actions, war, extreme weather event or “Act of God”. For the avoidance of doubt, this includes a government imposed lockdown during a pandemic.

**Resolution of Employment Relationship Problems**

Any relationship problem, personal grievance or dispute over the application or interpretation of this agreement, or any other employment relationship problem which may arise, will be resolved using the procedures in the Employment Relations Act 2000.

Any issue that arises should first be discussed with us. If it cannot be resolved, you or your representative, or we, may seek mediation assistance by contacting the nearest branch of the Ministry of Business, Innovation and Employment (MBIE).

If the employment relationship problem, personal grievance or dispute is not resolved by mediation, we, the union or you may refer the matter to the Employment Relations Authority for an investigation and determination by the Authority. If any party wishes to dispute the determination, the matter may be referred to the Employment Court.

Attention is drawn to the requirement for any personal grievance to be lodged with us 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 you.

**Employee Representations**

You warrant that all representations made by you whether verbally or in writing as to qualifications, skills, experience, personal circumstances and health issues are true and complete.

You warrant that you have not failed to disclose to us any matter, including any relevant criminal convictions (not including any concealed under the Criminal Records (Clean Slate) Act), or previous dismissals from employment, which might have substantially influenced our decision whether or not to employ you.

**Completeness**

You acknowledge that prior to entering into this agreement, you have been provided with a copy of this intended employment agreement, have been advised that you are entitled to seek independent advice upon it, and have been given a reasonable opportunity to do so. You also acknowledge that you have not relied on the skill or advice of the Employer in entering this agreement.

You accept and agree to comply with and abide by the terms and conditions of employment contained in this agreement, the attached appendices, and our policies, which may be amended from time to time.

You understand that the rights and obligations contained in this agreement shall continue to apply after termination of employment without limit in point of time, but shall cease to apply to knowledge or information which may become public knowledge or a matter of public record.

Signatories

SIGNED by us, the Employer ……………………………………………… Date:

SIGNED by you, the Employee……………………………………………… Date: