**CASUAL INDIVIDUAL EMPLOYMENT AGREEMENT - Template**

# This Casual individual agreement relates to the employment of

# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**[Employee Name]** (the employee)

# by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[Employer Name]** and applies from \_\_\_\_\_\_**[Date].**

**1. Nature of Employment**

1.1 You understand that you will be employed on an ***“as and when required” basis at all times***, and THE EMPLOYER is entitled to offer you casual employment at any time to meet its operational requirements, but is not obliged to offer you work at any time. Similarly, you are entitled to accept or reject any offer of work at any time.

1.2 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. The terms and conditions of this Agreement will apply for each separate engagement.

1.3 Nothing contained in this Agreement, either express or implied, shall mean that any obligation exists for any employment beyond any period of casual employment offered at any one time. You should not have any expectation of further offers of casual employment.

**2. Position and Place of Work**

2.1 You are employed in the position of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**[Position Title]**, on the terms and conditions expressed in this Agreement.

2.2 You will work primarily from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**[Location]**, but may travel to, and work at, such other places as may reasonably be required by THE EMPLOYER.

**3. Your Duties**

3.1 You are required to follow the instructions of your reporting manager with respect to performance, behavioural requirements and the allocation of work duties discussed with you at the time of each engagement.

3.2 During the term of this Agreement you will be responsible for the diligent and faithful performance of the duties set out in the Position Description annexed to this agreement as Schedule 2 or such other duties as THE EMPLOYER may reasonably require ("the Duties")

**4. Term of Agreement**

4.1 This Agreement shall come into force on \_\_\_\_\_\_\_\_\_\_\_\_\_ **[enter date].** THE EMPLOYER will discuss with you the nature and timeframe of each engagement prior to each offer of employment.

**5. Remuneration**

5.1 Your hourly rate will be **$\_\_\_\_\_\_\_\_\_\_ per hour**. For periods of engagement of less than 12 months, 8% Holiday Pay will be calculated on an hourly basis and paid in addition to your hourly rate.

5.2 Payment shall be made to you fortnightly in arrears by direct credit into your nominated bank account.

**6. Deduction by THE EMPLOYER**

* 1. You consent, for the purposes of the Wages Protection Act 1983, to THE EMPLOYER deducting any amount owing by you to THE EMPLOYER (including any loans), from any final pay, and/or monies due to you.

**7. Hours of Work**

7.1 The number of hours worked in each day of your engagement and the start and finish times shall be at the THE EMPLOYER’s discretion. You will be advised when you are required to work, with as much prior notice of the hours you will be required and duration of the engagement as is practicable.

7.2 You are entitled to the meal breaks and rest breaks provided in the Employment Relations Act 2000, and where amended, your entitlements will be amended accordingly.

7.3 For work periods between 2-4 hours: You are entitled to one [1] paid 10-minute rest break;

For work periods between 4-6 hours: You are entitled to one [1] paid 10-minute rest break and one [1] unpaid 30-minute meal break;

For periods of work between 6-8 hours, you are entitled to two [2] paid 10-minute rest breaks and one [1] unpaid 30-minute meal break;

For work periods between 8-12 hours: You are entitled to three [3] paid 10-minute rest break and two [2] unpaid 30-minute meal breaks. The third 10-minute rest break and the second 30-minute meal break must be taken after 8 hours have elapse.

7.4 The timing of rest and meal breaks is flexible and should be agreed with your reporting manager. If an agreement cannot be reached the rest and meal breaks will be set by your reporting manager and, where practicable, will be spread evenly throughout the work period. You acknowledge that the scheduling of rest and meal breaks may be dependent on health and safety requirements and that it may be necessary for you to take breaks at undesirable times on occasion.

**8. Annual Holidays**

* 1. Where a specific engagement for you to work is less than 12 months, or on the basis that it is so intermittent or irregular that it is impracticable for THE EMPLOYER to provide you with annual holidays, you agree that payment for annual holidays shall be incorporated into your hourly rate and paid at a rate not less than 8% of your gross earnings with each weekly pay when worked, and presented as an identifiable component on your pay advice. Consequently, should you take time off as a holiday, it shall be without pay.

**9. Public Holidays**

9.1 You may be entitled to Public Holidays as defined in the Holidays Act 2003 and its amendments, provided they fall on a day that would otherwise have been a working day for you. This is determined by a clear pattern of working on that day prior to the public holiday occurring.

9.2 You may be required to work on a Public Holiday at various times. Where you are required by THE EMPLOYER to work on a Public Holiday that would otherwise be a working day for you *eg. “pre arranged day/s, initiated by THE EMPLOYER and approved by your manager in writing for you to work on the Public Holiday”, y*ou shall be paid at least the portion of your relevant daily pay (less any penal rates) that relates to the time actually worked on the day, plus half that amount again.

9.3 **Transferring of a Public Holiday**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

9.3.1 The parties may agree to transfer a whole public holiday or part of a public holiday, to any 24 hour period. The day or part of the day the public holiday is being transferred to must not be another public holiday. THE EMPLOYER will provide you with agreement in writing, clearly identifying the day or part of the day being transferred, that would otherwise be a working day for you.

9.3.2 THE EMPLOYER is under no obligation to agree to a request to transfer a whole or part of a public holiday

9.4 **Taking of Alternative Holidays**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

9.4.1 In addition, an Alternative Holiday may be taken on a day that would otherwise be a working day for you, but not on a Public Holiday. The day chosen must be by mutual agreement between the parties. If the parties cannot agree when the Alternative Holiday is to be taken, it must be taken on a date determined, on a reasonable basis, by THE EMPLOYER. THE EMPLOYER will give you at least 14 days notice of the requirement to take the Alternative Holiday.

* + 1. Where you are required to work on a Public Holiday that would NOT otherwise be a working day for you, you shall be paid at least the portion of your daily pay (less any penal rates) that relates to the time actually worked on the day, plus half that amount again. In this situation you shall not be entitled to an Alternative Holiday.
  1. Relevant daily pay shall have the same meaning as defined in the Holidays Act 2003 and its amendments. If it is not practical to use ‘relevant daily pay’, then ‘average daily pay’ will apply.

**10. Sick Leave**

10.1 After completing six months current continuous employment with an Employer, working at least an average of ten hours and no less than one hour in every week or not less than forty hours in every month during that period with THE EMPLOYER, employees are entitled to sick leave in accordance with the Holidays Act 2003 and its amendments.

10.2 If you suffer an illness or injury on a day when you are engaged to work you must notify your THE EMPLOYER of your inability to attend work, as soon as practicable on the day of absence or before then if possible, and on subsequent days as requested by THE EMPLOYER. On returning to work you must document your absence in writing to your reporting supervisor/manager. (Where your employment is on a fixed term or *“as required”* basis of less than six (6) months, there shall be no entitlement to sick leave).

10.3 Pursuant to the Holidays Amendment Act 2010, THE EMPLOYER will use ‘relevant daily pay’ or ‘average daily pay’ for the purpose of calculating payments to employees for a public holiday, an alternative holiday, sick leave or bereavement leave.

**11. Bereavement Leave**

11.1 After completing six months current continuous employment with an Employer, working at least an average of ten hours and no less than one hour in every week or not less than forty hours in every month during that period with THE EMPLOYER, employees will be entitled to bereavement leave in accordance with the Holidays Act 2003 and its amendments.

11.2 Pursuant to the Holidays Amendment Act 2010, THE EMPLOYER will use ‘relevant daily pay’ or ‘average daily pay’ for the purpose of calculating payments to employees for a public holiday, an alternative holiday, sick leave or bereavement leave.

**12. Parental Leave**

12.1 The provisions of the Parental Leave and Employment Protection Act 1987 and its amendments shall apply.

**13. Confidentiality**

13.1 "**Confidential Information**" means any information:

(a) relating to the business affairs, clients or trade secrets of THE EMPLOYER; or

(b) disclosed by THE EMPLOYER to you on a confidential basis; or

(c) which might reasonably be expected to be confidential in nature;

and includes but is not limited to: all intellectual property of THE EMPLOYER, THE EMPLOYER's marketing plans, customer lists, prospective customer lists, customers, prospective customers, customer requirements, tariffs or pricing information, supplier lists, suppliers, computer software, costings, price lists and pricing policies, details or organisational structure, financial details, staffing and employee details.

13.2 You acknowledge that you have obligations of confidentiality to THE EMPLOYER, and further you acknowledge that all Confidential Information constitutes valuable, special and unique assets of THE EMPLOYER.

13.3 You will not at any time, whether during or after the termination of this employment directly or indirectly disclose or permit any Confidential Information to be disclosed to any person; or use or permit the use of any Confidential Information except:

(a) as required by law; or

(b) as is already or becomes public knowledge, otherwise than as a result of a breach by you of any provision of this agreement; or

(c) as authorised in writing by THE EMPLOYER; or

(d) to the extent reasonably required by this agreement or otherwise for the proper performance of the Duties.

13.4 You will not use, divulge or communicate to any person, any information, apart from that relevant to normal business with clients or to persons who have proper authority, relating to THE EMPLOYER’s business, without THE EMPLOYER’s prior written approval.

13.5 You agree not to copy any Confidential Information for personal use, or use by any unauthorised person.

13.6 You are required to return all property and records (of whatever type) belonging to THE EMPLOYER including but not limited to any documents or other thing containing or relating in any way to Confidential Information which are in your possession or under your control upon demand.

**14. Employment Relationship Problems**

14.1 Should you have an employment relationship problem, THE EMPLOYER encourages you to bring it to THE EMPLOYER's attention immediately as THE EMPLOYER is committed to resolving any disputes which may arise using the policies and procedures available to THE EMPLOYER as early as possible. You have **90 days** from the date a personal grievance occurs or comes to your attention to raise it with THE EMPLOYER.

14.2 The definition of personal grievance and the procedures used to resolve them, and disputes concerning the interpretation, application or operation of this agreement shall be as set out in the Employment Relations Act 2000. A dispute resolution procedure and an explanation of the services available for the resolution of any personal grievance or other dispute is included in Schedule 1.

**15. Variations**

15.1 No amendment to this agreement shall be valid unless in writing and signed by both parties.

**16. Work Safety**

16.1 THE EMPLOYER shall take all reasonable steps to protect the health, safety and welfare of its employees while they are working. Employees shall comply with all rules, policies and procedures covering health and safety published by THE EMPLOYER from time to time.

16.2 You shall take all reasonable steps to protect their own health, safety and welfare and the health, safety and welfare of others during the course of carrying out your dutiesunder this Agreement.

**17. Termination of Employment**

17.1 Due to the casual nature of your employment formal notice of termination of employment is not required.

17.2 Nothing in this agreement shall prevent you from being summarily dismissed for serious misconduct. Serious misconduct includes, but is not limited to, theft, dishonesty, physical or verbal abuse, failure to comply with legitimate and legal instruction, deliberate destruction of property, etc.

17.3 You shall not be entitled to any compensation, benefits or redundancy compensation.

17.4Because of the nature of your employment, no notice or payment in lieu of notice applies to you under this Agreement.

**18. Declaration**

18 .1 Please sign and return to me the enclosed duplicate copy of this agreement document confirming:

(a) Acceptance of this offer;

(b) That you are legally entitled to accept this offer of employment and to fulfill the obligations of this employment agreement; and

(c) That you have had a reasonable opportunity to seek independent advice on this agreement; and

(d) That you are not aware of any pre-existing physical or psychological condition or illness that will, or is likely to, affect your ability to carry out the Duties of your position or otherwise comply with the provisions of this agreement (note any such condition should be disclosed prior to employment so that discussions can take place as to how, or if, such condition may be accommodated).

(e) The terms of this agreement are fair and reasonable having regard to the term of the employment, the remuneration paid under this agreement, the holidays and leave entitlements and the circumstances in which the employment may be terminated; and

(f) You have freely and without coercion entered into this agreement.

**19. Completeness**

19.1 The terms and conditions set out in this agreement represent the entire arrangement between the parties relating to all your employment by THE EMPLOYER and supersedes any previous arrangements, negotiations, representations and undertakings whether written or oral or both or arising as a result of custom and practice relating to such employment.

**[EMPLOYEE NAME]**  **DATE**

**[EMPLOYEE SIGNATURE]**

**[EMPLOYER NAME] DATE**

**[EMPLOYER SIGNATURE]**  Schedule 1:

Provision for Resolving Employment Relationship Problems

We aim to provide a fair and safe workplace for you. At times you may have concerns about your employment and how you are being treated. We would like you to talk to us if this happens. We will undertake to resolve the matter as soon as possible after the event

If we cannot resolve things between us, we can get outside help. We have set out below the services available to you for resolving employment relationship problems.

**What is an employment relationship problem?**

An employment relationship problem includes a personal grievance, dispute or other problem relating to your employment relationship with us.

It does **not** include any problem with the determination of new terms for your employment.

Listed below are examples of employment relationship problems:

* you think you have been treated unfairly
* a personal grievance
* a breach of your employment agreement
* a dispute over the interpretation, application or operation of your employment agreement
* unfair bargaining for an individual employment agreement
* a question about whether you are an employee or an independent contractor
* a disagreement about arrears of wages or holiday pay, etc
* your not being allowed to attend union meetings or take employment related education leave; or
* you get a warning, or are dismissed

**Who can help you with an employment relationship problem?**

To help you solve your employment relationship problem you can contact:

1. **Within your workplace**

* your manager/supervisor or their manager
* your Human Resources personnel.

**2. Outside your workplace**

* The Ministry of Business, Innovation and Employment (MBIE) offers free information, and has a free mediation service that can provide us with assistance in working together and resolving the problem.
* You can contact MBIE on:
* 0800 800 863 or
* www.mbie.govt.nz
* A union or an advocate
* A lawyer.

**What is a Personal Grievance?**

A personal grievance means any grievance that you have against us because of a claim that:

* you have been unjustifiably dismissed
* an action we have taken disadvantages you in your employment or a term of your employment is unjustifiable
* you are discriminated against in your job
* you are sexually harassed in your job
* you are racially harassed in your job; or
* you have been pressured in your job because of your membership or non-membership of a union or employees' organisation.

**What can you do if you have a Personal Grievance?**

To raise a personal grievance, you should make us aware of your problem (verbally or in writing, or both) **within 90 days** of the personal grievance arising, unless

* we consent to you raising the personal grievance after 90 days; or
* you successfully apply to the Employment Relations Authority ("Authority") for leave to raise the personal grievance after 90 days, in which case we must try to mutually resolve your grievance through mediation.

You have 3 years after raising the personal grievance to bring any action arising from it to the Authority or the Employment Court ("Court").

**Mediation Services**

If we cannot resolve your employment relationship problem between us then either or both of us may request help from MBIE

***MBIE provides mediation services that may include:***

* Information about rights and obligations
* Information about services
* Assistance in resolving problems; and
* Fixing new terms of employment.

***Problem Not Resolved at Mediation***

If we cannot resolve the problem at mediation you can refer it to the Employment Relations Authority.

Schedule 2:

Position Description