

## CASUAL INDIVIDUAL EMPLOYMENT AGREEMENT

**Note: This casual individual employment agreement is for Board of Trustees employees (such as school transport drivers and hostel workers) whose work does not fall within the coverage clause of a collective agreement. It cannot be offered to anyone whose work falls within the coverage clause of a collective agreement.**

### Table of Contents

1	The Parties.....	3
2	Nature and Term of the Agreement .....	3
3	Your Position and Duties .....	3
3.1	Position .....	3
3.2	Duties and job description.....	3
3.3	Reporting.....	3
4	Obligations of the Relationship .....	3
4.1	Your obligations .....	3
5	Your Place of Work.....	3
6	Hours of Work.....	4
6.1	Days and hours .....	4
6.2	Meal and tea breaks.....	4
7	Remuneration .....	4
7.1	Hourly rate and frequency of payment .....	4
8	Leave.....	4
8.1	Annual leave .....	4
8.2	Public holidays .....	4
8.3	Sick leave, bereavement leave and family violence leave .....	4
9	Health and Safety .....	4
9.1	General health and safety obligations.....	4
9.2	Alcohol and drug testing.....	5
10	Other Employment Obligations .....	5
10.1	Employer policies, procedures and any other form of rule .....	5
10.2	Criminal charges and convictions.....	5
10.3	Confidential information.....	5
10.4	Transporting of students.....	5
11	Transfer of undertaking.....	6
11.1	Application of clause .....	6
12	Termination of Employment.....	6
12.1	General termination of employment .....	6
13	Resolving Employment Relationship Problems .....	6
13.1	Definition .....	6
13.2	Informal resolution.....	6
13.3	External assistance .....	6
13.4	Timeframe for raising personal grievance .....	7
13.5	Support.....	7

**IEA for casual employees not covered by a collective agreement**

14 Acknowledgement of the Agreement .....7  
14.1 Variation of Agreement.....7  
14.2 Entire Agreement .....7  
15 Declaration.....7

## 1 The Parties

The parties to this employment agreement (Agreement) are:

- (a) [Employer's name], the "Employer"; and
- (b) [Employee's name], the "Employee" or "you".

## 2 Nature of the Agreement

2.1 You will work on a casual "as required" basis with no expectation of ongoing employment. The Employer will give reasonable notice when asking you to work, and you may choose whether to accept or decline the work. If the offer of work is accepted, you must complete it — unless either the employer or you end this agreement.

2.2 Each time you accept such an offer of work it is considered a new period of employment (**assignment**). The terms of this agreement will apply to each new assignment unless you and the Employer agree to any changes.

## 3 Your Position and Duties

### 3.1 Position

You are employed as [title of position].

### 3.2 Duties and job description

Your duties are set out in the Job Description attached to this Agreement, but may be modified and updated by the Employer following consultation with you. Your duties also include carrying out all instructions the Employer asks you to do (as long as the instructions are lawful and reasonable).

### 3.3 Reporting

You will report to [insert name of Manager] or to any other representative of the Employer designated by the Employer.

## 4 Obligations of the Relationship

### 4.1 Your obligations

4.1.1 You will:

- (a) comply with all policies and procedures (including any Codes of Conduct) implemented by the Employer from time to time;
- (b) comply with all lawful and reasonable instructions issued by the Employer;
- (c) perform your duties with all reasonable skill and diligence;
- (d) deal with the Employer in good faith in all aspects of the employment relationship;
- (e) comply with all relevant obligations arising from relevant legislation (e.g. Health and Safety at Work Act 2015, Vulnerable Children Act 2014); and
- (f) take all practicable steps to perform the job in a way that is safe and healthy for you, your fellow employees and the students.

## 5 Your Place of Work

You will perform your duties at [insert location(s) of where work will be required to be completed].

## **6 Hours of Work, Meal and tea breaks**

### **6.1 Days and hours**

6.1.1 You are employed on a casual “as required” basis and may agree to work if the Employer asks you to. The Employer may offer work during its usual hours of business of Monday to Friday, between the core hours of <<type hours, eg 9am-5pm>>. There is no obligation on the Employer to offer work or on you to accept offered work.

6.1.2 The Employer will offer no minimum number of hours for each assignment.

### **6.2 Meal and tea breaks**

You are entitled to paid rest breaks and unpaid meal breaks based on the number of hours worked. Rest breaks are 10 minutes and meal breaks are 30 minutes. Breaks will be taken at times agreed to by you and the Employer or when the law says breaks must be taken.

## **7 Remuneration**

### **7.1 Hourly rate and frequency of payment**

You shall be paid \$[insert figure (minimum of \$18.90)] gross per hour, which shall be paid into a bank account nominated by you.

### **7.2 KiwiSaver**

As you are employed on a casual basis, you will not be automatically enrolled with KiwiSaver. If you are already a member of a KiwiSaver scheme, you must provide the Employer with a completed KiwiSaver deduction notice (KS2) or a notice from IRD that you are on a contributions holiday.

## **8 Leave**

### **8.1 Holiday Pay**

You will get holiday pay at the same time as your regular pay instead of being paid during your holidays. This is known as pay-as-you-go leave and will be paid at a rate of 8% on top of your gross earnings.

### **8.2 Public holidays**

The Employer may ask you to work on a public holiday, but you do not have to agree. If you work on a public holiday you will be paid your relevant daily pay or average daily pay, plus half that amount again for each hour worked (time and a half).

### **8.3 Sick leave, bereavement leave and family violence leave**

If you work for the Employer an average of at least 10 hours a week during a six month period and no less than one hour in every week or 40 hours per month during that period), you will become entitled, in any ensuing 12-month period of employment, to up to five days’ sick leave, in accordance with the Holidays Act 2003. In such circumstances, you will also be entitled to bereavement leave and family violence leave in accordance with the Holidays Act 2003. Any such leave will be paid in accordance with the Holidays Act 2003.

## **9 Health and Safety**

### **9.1 General health and safety obligations**

9.1.1 Both you and the Employer will meet your obligations under the Health and Safety at Work Act 2015. This includes the Employer providing and maintaining a safe working environment for you. You will follow the Employer’s health and safety rules and procedures. You will take reasonable care to look after your own health and safety at work, your fitness for work, and the health and safety of others including students.

- 9.1.2 You must report any potential risks, incidents and near misses so the Employer can investigate, and eliminate or minimise harm or risk of harm.
- 9.1.3 Failure to follow reasonable health and safety rules may be considered serious misconduct.

## **9.2 Alcohol and drug testing**

- 9.2.1 Where the Employer has reasonable grounds for suspecting that you are under the influence of alcohol or drugs while at work, the Employer may require you to undergo a non-intrusive alcohol or drug test which will be conducted by a registered medical professional. In deciding whether to conduct such a test the Employer shall have regard for any comment by you. The testing process followed will be such as to ensure a safe and accurate test.
- 9.2.2 You agree to:
  - (a) not be impaired or potentially impaired by drugs or alcohol when at work, travelling for work or representing the Employer
  - (b) be tested for drugs or alcohol if asked
  - (c) follow the testing procedures and not tamper with, or try to tamper with, the test or its results
  - (d) agree to the results being given to the Employer.If you do not meet one or more of these requirements, this might be considered serious misconduct.

## **10 Other Employment Obligations**

### **10.1 Employer policies, procedures and any other form of rule**

- 10.1.1 The Employer has policies and procedures that relate to all employees.
- 10.1.2 The Employer will make you aware of the policies and procedures, and will make sure they are available to you. You must ensure you are familiar with these rules and follow them at all times.
- 10.1.3 The Employer may introduce new policies or procedures, or change or cancel existing ones, but must give reasonable notice of any changes.
- 10.1.4 If you don't follow the policies and procedures, the Employer might take disciplinary action.

### **10.2 Criminal charges and convictions**

You will inform the Employer, before accepting any offer of an assignment, if you have been charged with or convicted of any offence that may affect your suitability for that assignment.

### **10.3 Confidential information**

You shall not, during your employment (or after it has ended) use, disclose or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Agreement, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of performing your services under this Agreement. This includes, but is not limited to, information about individual students and the Employer's business.

### **10.4 Transporting of students**

- 10.4.1 If your duties include transporting students:
  - (a) Your primary obligation will be ensuring the safety and wellbeing of students that you are transporting.
  - (b) You must obtain and maintain an up-to-date driver's licence with a minimum of a P Endorsement.
  - (c) All accidents/damage to the vehicle must be reported to your manager as soon as possible and an accident report is to be completed and filed as soon as practicable.
  - (d) If the vehicle is unable to function because of an accident your manager must be contacted as soon as possible, together with anyone else the Employer's policies and procedures require to be contacted.
  - (e) No medication which carries specific warning in relation to driving a motor vehicle is to be consumed for at least 12 hours prior to you driving the vehicle.

## **11 Transfer of undertaking**

### **11.1 Application of clause**

Clause 11 applies in the event that the Employer proposes to restructure (as defined in section 69OI of the Employment Relations Act 2000) during an assignment, and the work you perform may or will be performed for or by a new employer.

### **11.2 Employer's obligations**

The Employer will:

- (a) schedule talks with the new employer
- (b) tell you about the upcoming talks and the intended timeframes
- (c) tell you what will generally be discussed
- (d) arrange for representatives of the Employer to engage in the talks with the new employer
- (e) subject to any statutory, commercial confidence or privacy issues, give the new employer all information about affected employees, including details of terms and conditions of employment
- (f) encourage the new employer to offer all affected employees jobs with generally the same or better terms and conditions
- (g) report back to you on the outcome of the meetings to the extent they relate to you.

### **11.3 If transfer of employment does not occur**

- (a) Whether you are offered further assignments, and on what terms and conditions, will ultimately be the decision of the new employer.
- (b) As a casual employee you are not entitled to any redundancy entitlements.

## **12 Termination of Employment**

### **12.1 General termination of employment**

12.1.1 Should you find for any reason whatsoever that you are unable to complete your assignment, you will be required to give the Employer a minimum of 48 hours' notice. If the assignment is of more than four weeks' duration, you will be required to give the Employer five working days' notice before terminating the assignment.

12.1.2 Due to the casual nature of your employment, your assignment may be varied, shortened, or terminated on 4 hours' notice, or if the assignment is of more than four weeks' duration, five working days' notice. At the Employer's discretion, any such notice may be paid out in lieu in whole or in part.

12.1.3 As you are a casual employee, you will have no right to any compensation for redundancy.

## **13 Resolving Employment Relationship Problems**

### **13.1 Definition**

13.1.1 A problem between you and the Employer might be a personal grievance, dispute or other issue.

### **13.2 Informal resolution**

If you have any concerns about your employment, or how you are treated at work, you should tell the Employer as soon as possible so these can be resolved. The first step is for you and the Employer to talk about the problem and try to find possible solutions.

### **13.3 External assistance**

13.3.1 If the problem cannot be resolved, you or the Employer can seek help from an external party, e.g. one or more of the following:

- (a) Ministry of Business, Innovation & Employment, which offers free information and mediation to help employers and employees work together to resolve problems

- (b) a union or an advocate
- (c) a lawyer.

13.3.2 If it cannot be resolved at mediation, you or the Employer might want to go to the Employment Relations Authority.

13.3.3 Some of these steps may come at a cost.

#### 13.4 Timeframe for raising personal grievance

13.4.1 If it is a personal grievance, you have 90 days from the time the problem occurred, or became known by you, to raise the grievance with the Employer.

#### 13.5 Support

13.5.1 You can invite a support person or representative to attend all steps in the process.

### 14 Acknowledgement of the Agreement

#### 14.1 Variation of Agreement

The parties may vary this Agreement with the prior written concurrence of the Secretary for Education but no variation shall be effective or binding on either party unless it is in writing and signed by both parties.

#### 14.2 Entire Agreement

Each party acknowledges that this Agreement, together with the letter of appointment and any documents referred to in this Agreement or the letter of appointment, contains the entire agreement between the parties and supersedes any previous agreements.

### 15 Declaration

I, **[Employer's name]**, offer this Agreement to **[Employee's name]**.

Signed by:..... Date:.....

In signing this agreement I, **[Employee's name]**, accept the terms and conditions of my employment as detailed within this offer and declare that:

- I have read, and fully understood the terms and conditions of this agreement, and have received a copy of it.
- I was told about my right to get independent advice on the terms and conditions of this agreement and I have been given time to take that advice.
- I have raised any issues I have about the terms and conditions of this agreement and my employer has responded to these issues.
- I understand I am being employed on a casual “as required” basis, which means my employer will only offer work as and when it is available and I am free to accept or decline the offer. I also understand my annual holiday entitlement will be met by my employer giving me holiday pay on a “pay as you go” basis.
- I have told my employer about any existing physical and/or health conditions that might be worsened by doing the job, or might affect my ability to do the job.
- I confirm there are no contractual or other legal reasons that could stop me from working for my employer.
- The information I have given is true and correct to the best of my knowledge and belief, and I have not left out anything that could affect the decision to employ me.
- I am, and will remain, able to work legally in New Zealand for the term of this agreement.

Signed by:..... Date:.....

IEA for casual employees not covered by a collective agreement

**[JOB DESCRIPTION]**