

## Individual Employment Contract – On-Hire Fixed Term Come-and-Go

### Parties

- 1 Palmerston North Personnel ('the Employer')
- 2 \_\_\_\_\_ ('the Employee' or 'I')
- (collectively referred to as the 'parties')

### 1 BACKGROUND

- 1.1 The Employer is an on-hired employee services supplier, which supplies its services to third parties ('Clients') by commercial arrangement with its Clients.
- 1.2 The Employer employs me under this Agreement only when I am working on Assignment arranged by the Employer to supply services to a Client. Employment on Assignment under this Agreement may be concurrent or intermittent.
- 1.3 The Employer will use its best endeavours to determine the nature of the Services required by the Client. However, the Client may wish to terminate the use of the Services before the end of the Assignment.
- 1.4 This Agreement is conditional on me possessing the necessary legal working status to enter into paid employment in New Zealand. Failure to do so may result in termination of employment.

### 2 NATURE OF THE ASSIGNMENT

- 2.1 This Agreement establishes the nature of the employment relationship between the parties and the means of its creation. It sets out, or provides for, the terms and conditions of employment.
- 2.2 The employment relationship is founded on good faith, which is based on mutual trust, confidence and co-operation.
- 2.3 The Employer may employ me in separate concurrent Assignments, each constituting a separate employment, provided that any new Assignment:
- a does not interfere with my existing Assignment/s;
  - b is not a structuring of my work for the purpose of excluding or limiting the rights I have under the Employment Relations Act 2000, the Holidays Act 2003 or any Act amending or replacing them;
  - c does not prejudice me with respect to my statutory leave entitlements; and
  - d enables me to obtain additional hours and/or remuneration not available under existing Assignments.
- 2.4 If I am engaged on a casual basis and my employment is subsequently deemed or found to be other than on a casual basis, the Employer shall be taken to have designated at the time of payment, and I have agreed, that the remuneration paid in excess of the amount which would have been payable had I been paid at the minimum hourly rate required by law to be paid in respect of such non-casual employment be allocated:
- a firstly towards the pecuniary entitlements of such non-casual employment; and
  - b secondly to the non-pecuniary entitlements of such non-casual employment in such order and in such amount as the Employer may unilaterally determine.

### 3 APPLICATION

- 3.1 This Agreement, together with any Confirmation of Assignment issued from time to time contains the whole of the agreement between the parties and supersedes and replaces any previous representations, understandings or arrangements with respect to an Assignment.

#### **4 ASSIGNMENTS**

- 4.1 The Employer is not obliged to make any offer of employment on Assignment to me.
- 4.2 The details of an offer of employment on Assignment will be set out and advised to me in a Confirmation of Assignment.
- 4.3 I have the right to refuse or accept any employment on Assignment offered by the Employer.
- 4.4 An offer of employment on Assignment is accepted by me either by:
- a signing and returning a copy of the Confirmation of Assignment
  - b informing the Employer that I accept the Assignment; or
  - c commencing the Assignment.
- 4.5 When I accept an offer of employment on Assignment, I will:
- a report to work at the Client's premises at the hours stipulated by the Employer;
  - b work to the best of his/her ability;
  - c be dressed and groomed to a high standard ensure I do not use inappropriate language
  - d adhere to manager's or supervisor's reasonable instructions
  - e adhere to the Client's Code of Conduct and all other professional standards
  - f not act within or outside of the workplace in a manner considered by the Employer to be dishonest or unethical or which brings the Employer and/or Client into disrepute
  - g complete the entire Assignment (subject to clause 22 below)
- 4.6 Each Assignment accepted by me will be a separate employment. Once an Assignment is completed or terminated no employment relationship continues of in respect of it or because of it.
- 4.7 Upon the termination of employment, for any reason whatsoever, the Employer will not be under any obligation to offer me alternative or additional employment.

#### **5 TERM OF AGREEMENT AND EMPLOYMENT**

- 5.1 The terms and conditions of this Agreement shall come into force on the commencement date set out in the Confirmation of Assignment and will continue in force until the expiry date set out in the Confirmation of Assignment, unless sooner terminated in accordance with this Agreement.
- 5.2 I agree that employment on Assignment under this Agreement ends upon the earlier of the following:
- a the expiry date of the Assignment as specified in the Confirmation of Assignment; or
  - b the Employer's notifying me, in any manner permitted by law and reasonably calculated by the Employer to reach the attention of me, that the arrangement with its Client for the supply of on-hire employee services in respect of my employment on Assignment has been terminated.
- 5.3 I understand that the Employer has genuine reasons based on reasonable grounds for specifying my employment on Assignment is to end in the way set out at clause 5.2 of this Agreement. The reason my employment will end in that way is that the employment is specific to and for the purpose of the Assignment and is typically for a short period in order to:
- a cover for an absent employee of the Client
  - b undertake a specific project for the Client
  - c assist the Client when it has a heavy workload
- under arrangements by which the Client pays the Employer only for the services that are supplied in accordance with the Client's requirements. The nature of employment on Assignment thus requires the flexibility and responsiveness to Client demand that clause 5.2 provides.
- 5.4 Nothing in this Agreement shall be interpreted or understood to give me any expectation of continued employment after the termination of an Assignment.

#### **6 DUTIES OF THE EMPLOYEE**

- 6.1 I shall perform the duties set out in, or attaching to the position identified in, any Confirmation of Assignment that is accepted by me. These duties may be modified and updated by the Employer from time to time following agreement with me. I also agree to perform all other reasonable duties within my skills and capabilities and comply with reasonable instructions issued by the Employer.

## 7 DIFFICULTY IN ASSIGNMENTS

- 7.1 I will contact the Employer immediately if I experience difficulties during an Assignment.
- 7.2 I will immediately contact the Employer if the Client requests me to work in a place or on tasks/duties not agreed by the Employer or set out in the Confirmation of Assignment.
- 7.3 If, at any time, I feel my safety is at risk during an Assignment, I will advise the Employer and the Client immediately.

## 8 HOURS OF WORK

- 8.1 I shall work the hours set out in the Confirmation of Assignment and these may be varied by agreement between the Parties from time to time.
- 8.2 If the Client requires me to work additional hours, I will immediately advise the Employer.
- 8.3 Punctuality is important. If I am unable to attend work on any particular day or I will be late for work, I shall personally advise my Employer and the Client as soon as possible before the first date of absence.

## 9 MEAL AND REST BREAKS

- 9.1 If my work period on an Assignment in any one day:
- a is 2 hours or more, but not more than 4 hours, I am entitled to one 10 minute paid rest break.
  - b is 4 hours or more but not more than 6 hours, I am entitled to:
    - i one 10 minute paid rest break; and
    - ii one 30 minute unpaid meal break.
  - c is 6 hours or more but not more than 8 hours, I am entitled to:
    - i two 10 minute paid rest breaks; and
    - ii one 30 minute unpaid meal break.
  - d is for more than 8 hours, I am entitled to:
    - i the same breaks as specified in clause 9.1(c); and
    - ii the breaks as specified in clauses 9.1(a) and 9.1(b) above are as if my work period had started at the end of the eighth hour.

## 10 LOCATION

- 10.1 I shall be based at the location specified in the Confirmation of Assignment, but may be required to work at other locations from time to time as reasonably directed by the Employer or the Client.

## 11 REMUNERATION

- 11.1 I will receive the remuneration and any other benefits specified in the Confirmation of Assignment.
- 11.2 Remuneration shall be based solely on the hours that I work on the Assignment.
- 11.3 Remuneration will be agreed between the Employer and I at the commencement of an Assignment. The remuneration must be recorded in the Confirmation of Assignment.
- 11.4 Remuneration will not be paid unless I present the Employer with a complete time sheet duly authorised by both the Client and me. This timesheet is due at the Employer's office no later than 2pm each Monday (or by 8.00 am of the first working day of the week if Monday is a public holiday). Failure to do so may result in my wages being paid in the next pay period.
- 11.5 I warrant that I will not discuss my remuneration or terms and conditions of employment with the Client or any other employee of the Employer or the Client unless such employee is the duly authorised representative of the Employee and receives such information under an obligation of confidentiality that is enforceable by the Employer.

## 12 EXPENSES

- 12.1 I shall be entitled to be reimbursed all reasonable expenses incurred by me in the proper performance of my duties. This entitlement is subject to the production of such receipts or other evidence that the Employer may require.

**13 KIWISAVER**

- 13.1 The Employer will facilitate my participation in KiwiSaver in accordance with the KiwiSaver Act 2006 and any amending or substituting Acts.
- 13.2 Pursuant to the KiwiSaver Act 2006, if my Assignment is for more than 28 days, I will be automatically enrolled into KiwiSaver upon the commencement of employment. It is my choice whether or not to remain in KiwiSaver. Details as to my entitlements are contained in a KiwiSaver Employee Information Pack, which will be provided upon commencement of employment.

**14 INSURANCE**

- 14.1 In the event the Client requests me to use one of the Employer's vehicles, handle cheques, cash, valuables, documentation or equipment, whether on or off the Client's premises, I will obtain confirmation from an authorised representative of the Employer that the appropriate insurance arrangements have been made by the Client which cover me and the Employer against liability to any third party. If I fail to advise the Employer, I may be personally responsible for any damage, fine or loss incurred or suffered.
- 14.2 If I incur any parking, towing or traffic fees or fines in any vehicle, I will be personally liable for such fines or fees.
- 14.3 I am solely responsible for the safety and security of my own personal belongings and property during an Assignment, and whilst travelling to and from an Assignment.

**15 PERSONAL BUSINESS**

- 15.1 During an Assignment, I will not undertake any other business of any nature, either personal or business (i.e. personal telephone calls) without the Client's prior approval.
- 15.2 I may only use the Client's e-technology, plant, equipment and other resources in the course of performing my work while on Assignment and not for any personal reasons.
- 15.3 I must immediately advise the Employer of any other employment or work I am engaged to do for any other person ('Another Person') during the term of the Assignment.

**16 ANNUAL HOLIDAYS**

- 16.1 In the event I am employed on an Assignment by the Employer for 12 months, I am entitled to four weeks' annual leave in accordance with the Holidays Act 2003.
- 16.2 In the event that the term of employment on an Assignment is for a period of less than 12 months, I am entitled to receive annual holiday pay at a rate of 8% of gross earnings on the Assignment with my regular payments of remuneration as follows:
- I agree to the Employer regularly paying my 8% annual holiday pay with my pay. The Employer will ensure that this is paid as an identifiable component of my pay.

**17 PUBLIC HOLIDAYS**

- 17.1 I am entitled to public holidays in accordance with the Holidays Act 2003 and any amending or substituting Acts.
- 17.2 The recognised public holidays are Christmas Day, Boxing Day, New Year's Day, 2 January, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day and Anniversary Day.
- 17.3 For the avoidance of doubt, the regions where an Anniversary Day is recognised are Auckland, Canterbury, Canterbury South, Chatham Islands, Hawkes Bay, Marlborough, Nelson, Otago, Southland, Taranaki, Wellington and Westland.
- 17.4 When any of the above holidays, except Waitangi Day and Anzac Day, fall on a Saturday or a Sunday, it shall be observed on the following Monday or Tuesday.
- 17.5 I agree to work on a public holiday if required by the Employer whilst employed on Assignment. However, unless specifically requested to do so, I shall not otherwise work on a public holiday.

- 17.6 If I work on Assignment (in accordance with my employment agreement) on any part of a public holiday, the Employer must pay me the greater of—
- a the portion of my relevant daily pay (less any penal rates) that relates to the time actually worked on the day plus half that amount again; or
  - b the portion of my relevant daily pay that relates to the time actually worked on the day.
- 17.7 I am entitled to an alternative holiday, instead of a public holiday, if:
- a the public holiday falls on a day that would otherwise be a working day for me; and
  - b I am requested to work and actually work (in accordance with this Agreement) on any part of the day.
18. **SICK LEAVE**
- 18.1 The following entitlements in this Clause 18 are instead of, and not in addition to the sick leave set out in the Holidays Act.
- 18.2 If I have completed six (6) months' current continuous employment with the Employer or, over a period of six (6) months, I worked for the Employer for:
- a an average of at least ten (10) hours per week, including
  - b at least one (1) hour per week or forty (40) hours per month;
- I shall be entitled to five (5) days sick leave in each ensuing period of twelve (12) months.
- 18.3 Sick leave may be taken on a day that would otherwise be a working day for me during an Assignment and provided:
- a I am sick or injured; or
  - b my spouse (including de facto) is sick or injured; or
  - c a person who depends on my care is sick or injured.
- 18.4 I may carry over up to fifteen (15) days' sick leave to a maximum of twenty (20) days' current entitlement in any year. Any accumulated sick leave will not be paid out on termination of my employment with the Employer or at the end of an Assignment.
- 18.5 If I intend to take sick leave, I must notify the Employer as early as possible before I am due to start work on the day that leave is to be taken; or if that is not practicable, as early as possible after that time.
- 18.6 I may be required to produce proof of sickness or injury to support a claim for sick leave if the sickness or injury is for a period of three (3) or more consecutive calendar days, whether or not the days would otherwise be working days for me. This does not prevent the Employer from requesting proof to establish that there are no relevant health and safety reasons that would prevent me from working. If the Employer has reasonable grounds to suspect that the sick leave I am taking is not genuine, I understand that I may be required to produce proof of the illness or injury, in accordance with the Holidays Act 2003.
- 18.7 Payment for sick leave shall be at the rate of my relevant daily pay.
19. **BEREAVEMENT LEAVE**
- 19.1 The following entitlements in this Clause 19 are instead of, and not in addition to the bereavement leave set out in the Holidays Act.
- 19.2 In each ensuing period of twelve months I shall be entitled to bereavement leave if I have completed six (6) months current continuous employment with the Employer or, over a period of six (6) months, I have worked for the Employer for:
- a at least an average of the (10) hours a week during that period; and
  - b no less than one (1) hour in every week during that period or no less than forty (40) hours in every month during that period.
- 19.3 I will be entitled to three (3) days' bereavement leave when these days fall on days that would otherwise be working days for me during an Assignment and the bereavement relates to the death of my:
- a Spouse
  - b Parent
  - c Child
  - d Brother or Sister
  - d Grandparent
  - f Grandchild or
  - g Spouse's parent

- 19.4 I am entitled to one (1) day's bereavement leave on the death of any other person if the Employer accepts that I have suffered a bereavement as a result of the death. I will only be entitled to take this one (1) day's bereavement leave if it falls on a day that would otherwise be a working day for me during an Assignment. When deciding whether to accept that I have suffered a bereavement as a result of the death, the Employer will consider such relevant factors as:
- a. my taking significant responsibility for all or any of the arrangements for the ceremonies relating to the death;
  - b. any cultural responsibilities I may have in relation to the death;
  - c. the closeness of the association between me and the deceased person.
- 19.5 If I intend to take bereavement leave, I must notify the Employer of that intention as early as possible before I am due to start work on the day that intended to be taken as bereavement leave; or if that is not practicable, as early as possible after that time.
- 19.6 Upon request by the Employer, I will provide proof of bereavement to assist the Employer in determining my entitlement to one (1) day's paid bereavement leave in accordance with Clause 19.4 above.
- 19.7 Payment for bereavement leave shall be at the rate of my relevant daily pay.

## **20 SUSPENSION**

- 20.1 The Employer reserves the right to suspend me:
- a while investigating serious misconduct, negligence in the performance of my duties, or any other serious misconduct or repeated breach of this Agreement; or
  - b where, because of a condition, illness, or injury, the Employer believes that I constitute an immediate hazard myself, or to others.

## **21 EARLY CESSATION OF THE ASSIGNMENT**

- 21.1 If, for any reason whatsoever, I will be unable to complete the Assignment, I will advise the Employer of this as soon as practicably possible and in any event, unless there are exceptional circumstances
- a where the Assignment is up to four weeks' duration, I will give the Employer at least forty eight (48) hours notice of my inability to complete the Assignment; or
  - b where the Assignment is over four weeks' duration, I will give the Employer at least five (5) working days' notice of inability to complete an Assignment.
- 21.2 If, for any reason whatsoever, the Client reassesses its needs and terminates the Assignment earlier than originally indicated, then my employment in respect of that Assignment will terminate as provided in clause 5.2 and the Employer is under no obligation to offer me an alternative or additional Assignment.
- 21.3 I understand that my employment is subject to the Client's initial and continuing acceptance of my entry onto their property and my employment may be terminated if this is withdrawn.
- 21.4 I understand and agree that I will not be entitled to receive any compensation in the event of early termination of the Assignment.

## **22 TERMINATION**

- 22.1 In addition to the manner in which employment under this Agreement ends as provided by clause 5.2, I agree that this Agreement, or any employment on Assignment under it, may also be terminated by either party giving notice.
- 22.2 The Employer at its discretion may make a payment in lieu of notice and not require me to work out the notice period.
- 22.3 I understand my employment may be terminated by the Employer if I carry out work for another person and such work:
- a creates a conflict of interest (direct or indirect) with the Employer or the Client; or
  - b is likely to impair my ability to carry out my duties under this Agreement.

- 22.4 This Agreement, or any employment on Assignment under it may be terminated without notice or payment by the Employer in the following circumstances:
- a if I am guilty of gross or serious misconduct or negligence in connection with the performance of my duties; or
  - b if I am convicted of any criminal offence (other than one which in the reasonable opinion of the Employer does not affect my position with the Employer); or
  - c if I act in breach of any material provision of this Agreement in a way which the Employer reasonably considers to be materially prejudicial to the business or reputation of the Employer or to the welfare or interests of its staff.

### **23 DISMISSAL FOR SICKNESS OR INJURY**

- 23.1 I acknowledge that the Employer may terminate my employment, if as a result of sickness or injury I am rendered incapable of the proper ongoing performance of my duties in respect of that employment.
- 23.2 In the course of assessing whether I am capable of the ongoing performance of my duties in respect of employment on Assignment, I agree to undergo a medical examination or assessment under clause 24 of this Agreement.
- 23.3 If I refuse to attend a medical examination or assessment under clause 24 of this Agreement, the Employer reserves the right to make a decision regarding my fitness to perform my duties in respect of employment on Assignment, on the information it has available.

### **24 MEDICAL ASSESSMENT**

- 24.1 I agree that the Employer may require me to undergo a medical or psychiatric examination or assessment by a registered medical practitioner nominated by the Employer:
- a if I have been absent from work due to a condition, illness or injury; or
  - b in the course of assessing whether I am capable of performing my duties in terms of clause 23 of this Agreement; or
  - c if the Employer considers, in its opinion, that my physical and/or mental health may be affecting my ability to perform the duties under this agreement safely and effectively.
- 24.2 I agree that the results of any such medical examination or assessment shall be copied to the Employer.
- 24.3 The Employer shall meet the costs of the requested medical examination or assessment.

### **25 DRUG TESTING**

- 25.1 Where the Employer has reasonable grounds for suspecting that you are under the influence of illegal drugs while at work, the Employer may require you to undergo a non-intrusive drug test (a urine test) which will be conducted by a registered medical professional. The testing process followed will be such as to ensure a safe and accurate test.
- 25.2 In deciding whether to conduct a test the Employer shall have regard for your comments. It is the Employer's policy that use of drugs in the work place is deemed as serious misconduct, therefore, on receipt of a positive test, instant dismissal may result.

### **26 REDUNDANCY**

- 26.1 Redundancy may arise where the position becomes surplus to the needs of the Employer. In the event that my employment is terminated for redundancy, I will be given notice or pay in lieu of notice and will not be entitled to any compensation for redundancy.
- 26.2 There will be no right to redundancy compensation or notice where the Employer restructures, merges, amalgamates, downsizes or re-organises operations in all or part of the business and I am offered employment in the same or similar capacity (or in any other capacity which I am willing to accept) on substantially the same terms and conditions of employment (or on any terms and conditions which I am willing to accept).

### **27 EMPLOYMENT PROTECTION PROVISION**

- 27.1 If the Employer proposes to restructure (as defined in section 69L(1) of the Employment Relations Act), and the proposal may result in my work being performed for a new employer, the Employer will as soon as

is reasonably practicable, taking into account the commercial and confidentiality requirements of the business, commence negotiations with the other party involved in the restructuring ('the Other Party').

- 27.2 In those negotiations, the Employer will, subject to any statutory, commercial confidence or privacy issues:
- a provide the Other Party with all information about me, including details of the terms and conditions of employment set out in this Agreement; and
  - b encourage the Other Party to offer me employment on generally no less favourable terms and conditions of employment (including recognition of my previous service) than those currently enjoyed with the Employer.
- 27.3 In the event that the Other Party does offer me employment on terms and conditions which are generally no less favourable, then I will not be entitled to notice of termination of employment or any redundancy compensation from the Employer, whether I accept the offer or not.
- 27.4 In the event that the Other Party offers me employment on terms and conditions which are generally less favourable or does not offer me employment, then I will be given notice of termination of employment.

## **28 ABANDONMENT**

- 28.1 Where I am absent from work for more than 3 days without the permission of the Employer, in the absence of a reasonable explanation, I shall be deemed to have terminated my employment without notice.

## **29 CLIENT/EMPLOYER PROPERTY**

- 29.1 If, during any Assignment, I am provided with a uniform or equipment or entrusted with any cash or cheques or other valuables, I will return the uniform or equipment undamaged and account for any cash or cheques or other valuables, upon demand by the Client, or upon completion of the Assignment.
- 29.2 If I am required to use protective equipment or clothing during an Assignment, I will notify the Employer if I wish to provide my own equipment. If I choose to provide my own equipment, it should be specified in the Confirmation of Assignment.
- 29.3 The Employer or the Client will provide me with protective equipment or clothing in the event I cannot provide my own.
- 29.4 In the event the Employer or the Client provides protective equipment or clothing to me, I may be required to pay a bond, which must be fully repaid at the earlier of either:
- a the time the equipment or clothing is returned; or
  - b the end of the Assignment.
- 29.5 I will be liable for any of my wilful or negligent acts or omissions causing damage or loss to the Employer or the Client during the Assignment.
- 29.6 Upon the termination of employment, for whatever reason, I will immediately deliver to the Employer all documents, letters, papers, keys and other material of every description (including all copies of or extracts from the same) within the my possession or control, relating to the affairs and business of or belonging to the Employer and/or Client.

## **30 USE OF THE EMPLOYEE'S VEHICLE**

- 30.1 I must receive the Employer's express authority if I am to use my own vehicle in the interests of the Client.
- 30.2 If I use my own vehicle without the Employer's express authority, I will be liable for any damage, loss or fines arising out of or in connection with the use of such vehicle.
- 30.3 If the Employer authorises me to use my own vehicle for travel in the interests of the Assignment, the Employer will reimburse me at rates set and advised by the Employer.
- 30.4 Before I use any vehicle in the interests of the Assignment, the Employer or the Client, I must hold the appropriate class of license for that vehicle and I must have cleared such use with the Employer for insurance purposes pursuant to clause 14 of this Agreement.

### **31 DEDUCTIONS**

- 31.1 During employment, or upon termination of my employment for any reason whatsoever, I hereby authorise the Employer to deduct from my pay (including holiday pay) any over-payments, outstanding debts or moneys owed by me to the Employer, the value of any unreturned property, or, in the event I fail to give the agreed notice of termination, a sum equivalent to the remuneration that would have been payable over the period of notice.

### **32 CONFIDENTIALITY**

- 32.1 In this Agreement 'confidential information' means all confidential information, which is not in the public domain and, which is reasonably regarded by the Employer and the Client with which I am confidential to it, which I become aware during the term of this agreement including, but not limited to:
- a confidential business and technical information
  - b business methods and management systems
  - c detailed information and records relating to clients, employees and parties with whom the Employer deals commercially
  - d strategic information relating to marketing, advertising or any other aspect of business.
- 32.2 I agree that I will hold all confidential information in confidence and will not without the written consent of the Employer or the Client directly or indirectly at any time during the term of this Agreement or following its termination (for so long as the information continues to be confidential information):
- a use any confidential information
  - b disclose any confidential information to any person, firm, company or entity
  - c copy any material containing confidential information for personal use or for use by any other authorised person, firm, company or entity; other than to the extent necessary to carry out my duties under this Agreement or as required by law.
- 32.3 I acknowledge that the Employer will treat a breach of this clause as serious misconduct and may result in summary termination of my employment.

### **33 INTELLECTUAL PROPERTY**

- 33.1 Any trade mark, goodwill, patent, design or copyright work, procedure, process, formula, method of production, invention or other discovery created by me during the my employment relating to the business of the Employer or the business of the Client or capable of being used or adapted for use by the Employer and/or the Client ('the Intellectual Property'), must immediately be disclosed to the Employer and/or Client and shall be the absolute property of the Employer and/or Client.
- 33.2 I will:
- a automatically transfer all of my rights in the Intellectual Property on creation to the Employer and/or the Client without the need for any further documentation; and
  - b irrevocably waive all my moral rights in the Intellectual Property.

### **34 CONFLICT OF INTEREST**

- 34.1 I will not be directly or indirectly interested, engaged, or employed in any business or activity, which may compete in any material respect with the business of the Employer and/or the Client, or affect my performance of the duties under this Agreement, except with the written consent of the Employer and/or Client. In the event that any potential conflict of interest situation arises, I will have an obligation to notify the Employer immediately.

### **35 FURTHER EMPLOYMENT/WORK**

- 35.1 Should I make an approach to, or be approached by, the Client or any other person, firm or organisation where the introduction has resulted as a consequence of any Assignment or interview for an Assignment, to take on employment or engagement as an independent contractor, whether on a permanent, part-time, fixed term, temporary or casual basis, I will immediately notify the Employer before accepting any such employment or engagement.

### **36 HARASSMENT**

- 36.1 Harassment in employment is unlawful behaviour, and the Employer will not tolerate harassment of any kind in the workplace.

**37 HEALTH AND SAFETY**

- 37.1 To maintain a safe working environment I am required to comply with the Employer's and the Client's health and safety rules and procedures and take all practicable steps to ensure my own fitness for work and safety and the safety of others in the workplace. I am required to report all potential hazards to management and co-operate in assisting the Employer and/or the Client to reduce, minimise and monitor such hazards. Failure to comply with the Employer's and/or the Client's health and safety rules may constitute serious misconduct.
- 37.2 I acknowledge that in performing the duties under this Agreement, a certain amount of stress is to be expected and accepted as a normal part of my employment. I agree to advise the Employer, without delay, if I feel stressed at work. The Employer agrees that it will assess the situation, and then work with me to reduce, minimise, and/or monitor such stress as appropriate.

**38 RULES, POLICIES AND PROCEDURES**

- 38.1 The Employer and/or the Client shall be entitled to introduce, vary or cancel, company rules, policies and procedures as it considers necessary. Such rules, policies and procedures, and all variations and cancellations of them shall come into effect as notified by the Employer and/or the Client from time to time. All rules, policies and procedures shall bind me and be fully observed and complied with by me.

**39 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS**

- 39.1 Where the Employer is advised of the existence of an employment relationship problem ('problem') by the me, the Employer will discuss and attempt to resolve the problem directly with me, in the first instance.
- 39.2 If the problem cannot be resolved between the parties directly, I or the Employer may refer the problem to the Department of Labour for mediation. Where the problem cannot be resolved through mediation, the Employment Relations Authority may be asked to determine the problem.
- 39.3 If I believe that I have a personal grievance, then I must raise a grievance with the Employer within 90 days beginning with the date of the alleged action giving rise to the grievance, or coming to the notice of me, whichever is the later.
- 39.4 If I am outside the 90 day period, and the Employer does not consent to waive the time limit, I can apply to the Employment Relations Authority for leave to pursue the grievance on the grounds that my delay in raising the grievance was caused by exceptional circumstances.

**40 VARIATION**

- 40.1 Any variation to this Agreement or any Confirmation of Assignment must be recorded in writing and agreed to by both parties.

**41 WAIVER AND SEVERANCE**

- 41.1 No waiver of any breach of any term of this Agreement shall be effective unless that waiver is in writing and signed by the party against whom that waiver is claimed. No waiver of any breach shall be or be deemed to be a waiver of any other or subsequent breach.
- 41.2 If any term, clause or provision of this Agreement or the application thereof is or is deemed to be judged invalid or unlawful for any reason whatsoever, it shall not invalidate the validity or application of any other term, clause or provision, and shall be deemed severed from this Agreement without affecting the validity of this Agreement.

**DECLARATION OF THE EMPLOYEE**

I, \_\_\_\_\_ declare that:

- 1 I have read, understood the terms and conditions and received a copy of this Agreement.
- 2 I agree and fully understand that, due to the nature of my employment and the fact that my Assignment will vary and generally be on short notice, whilst the Employer will be able to verbally advise me of the details of the Assignment, it may be unable to provide me with the following information in writing, prior to commencing the Assignment:

- a a description of the work to be performed by me
  - b an indication of where I am to perform the work
  - c an indication of the hours I will be required to work
  - d the date on which my Assignment will commence, and the date on which it is, at the commencement of the Assignment, expected to end
  - e the remuneration payable to me.
- 3 I was given the opportunity to seek independent advice and/or explanations of any term or condition which I did not understand prior to signing the Agreement.
- 4 I understand that this Agreement is for a fixed term and the Employer has genuine reasons for my employment ending on the earlier of the following:
- a the expiry date of the Assignment as specified in the Confirmation of Assignment; or
  - b the Employer's notifying me, in any manner permitted by law and reasonably calculated by the Employer to reach my attention, that the arrangement with its Client for the supply of on-hire employee services in respect of my employment on Assignment has been terminated.
- 5 I acknowledge that the Employer informed me, prior to entering into this Agreement, that my employment on assignment would end on upon the earlier of the following:
- a the expiry date of the Assignment as specified in the Confirmation of Assignment; or
  - b the Employer's notifying me, in any manner permitted by law and reasonably calculated by the Employer to reach my attention, that the arrangement with its Client for the supply of on-hire employee services in respect of my employment on Assignment has been terminated,
  - c as well as the reasons for it ending on that date.
- 6 I do not have any disability, medical condition, injury or illness which would affect my ability to carry out my duties and responsibilities under this Agreement.
- 7 The information provided by me is true and correct to the best of my knowledge and belief.
- 8 I understand that if the Employer discovers that I have supplied any false information or have misled the Employer in any way, this Agreement may be terminated immediately.

**Signed by the employee** \_\_\_\_\_

#### **DECLARATION OF THE EMPLOYER**

- 1 Prior to the time the Employee accepts an Assignment, the Employer will verbally provide the Employee with the following information:
- a a description of the work to be performed by the Employee
  - b an indication of where the Employee is to perform the work
  - c an indications of the hours the Employee will be required to work
  - d the date on which the assignment commences, and the date or manner in which it is, at the commencement of the assignment, expected to end
  - e the remuneration payable to the Employee;
  - f an indication of whether the work is offered as casual work or non-casual work
- 2 The Employer will endeavour to provide the information set out above in writing as soon as reasonably practicable.

**Signed by the Employee** \_\_\_\_\_

Dated the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

**Signed by Palmerston North Personnel** \_\_\_\_\_