

**1 PARTIES**

1.1 This Employment Agreement is between:

COVERSTAFF (INTERNATIONAL) LIMITED ("us", "we", "our"),

AND

\_\_\_\_\_ ("you", "your").

**2 TERMS OF AGREEMENT**

2.1 We agree to employ you, and you agree to be employed, under terms and conditions set out in this agreement.

2.2 This agreement shall remain in force until it is terminated by either you or us. The terms and conditions set out in this agreement can only be varied by mutual agreement which is recorded in writing and attached to this agreement.

2.3 We are an employment agency. You are employed by us, and for all legal intents and purposes we are your employer, and you are our employee.

2.4 We will offer you periods of work (assignments) during which you will perform duties not directly for us, but for our clients on our behalf.

**3 PERIOD OF EMPLOYMENT**

3.1 You are employed on an "as and when required" basis.

3.2 At our sole discretion, we will offer you work based on demand from our clients. Each occasion that we offer you work is deemed to be a separate assignment, with each assignment being covered by the terms and conditions set out in this agreement and any agreed variation (refer clause 2.2).

3.3 There is no obligation for us to offer you work or assignments. There is also no obligation for you to accept assignments that we offer you.

**4 DUTIES**

4.1 We will advise you of the nature of any assignment that we offer to you.

4.2 You will report to our client during the period of the assignment.

4.3 The duties you will perform will be as directed by our client. Our client will supervise your work during the period of the assignment.

**5 OBLIGATIONS**

5.1 You shall work to the best of your ability while on assignment. You are a representative of our company.

5.2 While you will be under the direction and supervision of our client, we remain your legal employer. If you have concerns regarding your assignment and/or employment you must advise us so we can deal with them. Our client is not our agent and we are not responsible for any representations that they make.

5.3 You agree to comply with our rules and policies, including our health and safety procedures. A Health & Safety Booklet is provided to you for your information. It is your responsibility to familiarise yourself with these documents. At our discretion we can add to, remove or modify any of our policies or rules; we will notify you if we do.

5.4 You agree to comply with any rules and policies of our client for whom you are working on assignment. You agree to comply with all reasonable directives.

**6 ALCOHOL AND DRUGS**

6.1 You consent to undertake a pre-employment urine based drug screen if requested by us for specific assignments.

6.2 Refusal to submit to a pre-employment drug screen may preclude you from specific assignments.

6.3 You shall not report for work under the influence of alcohol and/or drugs. You shall not consume any alcohol and/or drugs during work hours or meal or rest breaks. You shall not bring or have in your possession any drugs or alcohol on work premises.

6.4 The above applies to both legal and illegal substances.

6.5 Where there is reasonable cause to believe that you are under the influence of any substances, we may send you home and/or suspend you on pay.

6.6 You agree to undergo a drug screen at our direction. We may require such a drug screen, under conditions determined by us, where we have reasonable cause to believe that you are under the influence of any substances, post incident or accident, or randomly. This drug screen will be carried out by a qualified person nominated by us.

6.7 Refusal to submit to a drug and/or alcohol screen will be viewed as serious misconduct.

6.8 Any breach of the above provisions will be viewed as serious misconduct and may result in dismissal.

**7 HOURS OF WORK**

7.1 You do not have set or guaranteed hours or days of work. We will offer you periods of engagement (assignments) working for our clients at our discretion.

7.2 While on assignment our client will direct your specific hours of work. The hours of work for an assignment may change at any time without notice.

7.3 You shall be paid only for hours you actually work.

**8 LOCATION**

8.1 The location of work will vary in accordance with the assignment on which you are working.

## 9 PUNCTUALITY

- 9.1 You shall arrive at the scheduled time on every day you are on an assignment.
- 9.2 If, for genuine reasons, you are unable to report for work on an assignment, you must notify us as early as possible to enable us to find a suitable replacement. The absolute minimum notice is one hour prior to the scheduled start time.
- 9.3 If you for whatever reason, do not show to a verbally agreed assignment without contacting us within the agreed timeframes to advise (with a relevant reason), we reserve the right to treat the situation as abandonment of employment and the subsequent penalties may apply at our discretion.

## 10 REMUNERATION

- 10.1 You will be paid a wage for each hour you actually work.
- 10.2 The wage will be agreed between you and us for each assignment. The wage may vary for different assignments. Unless otherwise agreed, the wage is a flat rate and no overtime is payable.
- 10.3 You must present us with a time sheet by 1:00pm on a Monday that specifies the hours you have worked in the week prior. The time sheet must be completed in accordance with our requirements, and signed by both you and our client for whom you have been working on assignment. If you do not provide a time sheet in accordance with this clause you will not be paid for any work you have completed in that pay period.
- 10.4 Wages shall be paid weekly by direct credit into a bank account you nominate.

## 11 INSURANCE AND SECURITY

- 11.1 If our client requests that you:
- (a) Use a company vehicle, handle cheques, cash or valuables, or
  - (b) Use, handle or work on, equipment or documents falling outside the range of equipment or documents which you would normally expect to encounter upon such an assignment, and with which you are not experienced in using:
- You shall immediately and prior to conducting the work, advise us and allow us to verify that we have appropriate insurance arrangements in place. You accept that, if you fail to advise us in such circumstances, you will be personally liable for any damage or loss incurred or suffered.
- 11.2 You accept sole responsibility for the safety and security of your personal belongings and property during each assignment, and whilst travelling to and from each assignment.

## 12 HOLIDAY AND LEAVE ENTITLEMENTS

- 12.1 It is accepted that temporary assignments cease periodically and the specific start and finish dates cannot always be accurately predicted. You shall accrue annual holiday entitlement calculated and paid in accordance with the Holidays Act 2003.
- 12.2 Holiday pay can only be paid when you are actually taking a period of holidays, or when employment is terminated. Annual holidays are to be taken at a mutually agreed time. You must apply for annual holidays in writing.
- 12.3 Sick leave and bereavement leave shall be allowed in accordance with the Holidays Act 2003.
- 12.4 Public holidays shall be allowed in accordance with the Holidays Act 2003. You shall not work on a public holiday without our prior express consent. If you do work on a public holiday you are entitled to be paid at the rate of time and a half of your normal pay for all hours actually worked.  
(*You can find out more about your entitlements under the Holidays Act 2003 from the Department of Labour: 0800 20 90 20 or [www.dol.govt.nz](http://www.dol.govt.nz).)*)

## 13 UNIFORM AND PROTECTIVE CLOTHING/EQUIPMENT

- 13.1 You shall comply with our client's procedures and directives regarding the wearing or supply of a uniform, protective clothing, or any other equipment.
- 13.2 If our client provides you with a uniform, protective clothing, or other equipment, you shall ensure it remains in good condition and return it to our client when they request it or when you finish working on the assignment.
- 13.3 You agree that, where a uniform, protective clothing or other equipment is provided to you, we may deduct a bond of an agreed amount (not more than \$150.00 per item) from your wages. If the uniform, protective clothing, or equipment is not returned within 48 hours of request or when you finish working on the assignment, or if it is damaged (allowing for normal wear and tear), or not in a tidy state (within reason), then you forfeit the right to a refund of the bond paid.
- 13.4 You may provide your own protective clothing or equipment for reasons of your own comfort or convenience only if we are satisfied that such protective clothing and equipment is suitable.

## 14 HEALTH & SAFETY

- 14.1 Your role and responsibilities are to:
- (i) Ensure you are fully trained and authorised by our client to operate vehicle, plant, equipment or machinery prior to operating any vehicle, plant, equipment or machinery.
  - (ii) Comply with the instructions of our client's health and safety policies or procedures,
  - (iii) Comply with the instructions of the senior person on site without delay.
  - (iv) Report any potentially unsafe conditions to the supervisor on site and to Coverstaff without delay.
  - (v) Use all safeguards, notices or other approved means to protect the work sites and ensure those entering worksites do not come to harm.
  - (vi) Wear all protective clothing and equipment as supplied necessary for safe operation on that particular site.
  - (vii) Comply with our client's code of conduct.
  - (viii) Comply with the smoking policy of our client.
  - (ix) Agree to undertake pre-assignment drug testing if required by our client.
  - (ix) In the event of a work-related accident you shall notify us within 24 hours. Failure to do so may result in us refusing to accept your claim as a work related accident.
  - (x) Ensure no action or inaction on your behalf causes harm to any other person.
- 14.2 Failure to comply with these policies is a breach of this agreement, which may result in termination of employment.

## 15 CONFIDENTIAL INFORMATION

- 15.1 During the course of your employment you may receive and handle knowledge and information relating to one of our client's business, principles and agents, and/or our business, principles and agents, which is considered to be confidential. You shall not, either directly or indirectly, use or disclose such information which has or may be acquired during the performance of your work concerning the business affairs, property, principles, agents of us or our client.
- 15.2 This clause applies to all information whether or not it is recorded or memorised and includes information which is or may be of use to a competitor of us or our client.
- 15.3 The restriction applies without any limit in point of time. However, the restriction will cease to apply to such confidential knowledge or information that may become publicly known other than by you breaching this clause.
- 15.4 Upon termination of each assignment with one of our clients, or at any time as our client may direct, you shall deliver to our client all documents, manuals, pages, equipment and property belonging to our client. Upon termination of this agreement you shall deliver to us all documents, manuals, pages, equipment and property belonging us.

## 16 CONFLICT OF INTEREST

- 16.1 You shall not enter into any form of employment or other contractual engagement, relationship or activity that could represent a conflict of interest with your obligations to us or our client under this agreement, or that could have any adverse affect on your ability to perform duties for our client. Any breach of this clause will be treated as serious misconduct and may result in the termination of your employment without notice.
- 16.2 If we offer you an assignment which may involve a conflict of interest, you shall immediately, and prior to undertaking any work on the assignment, disclose to us full details of the potential or actual conflict of interest.

## 17 FURTHER EMPLOYMENT

- 17.1 If you are approached or offered any form of employment or any other contractual engagement whatsoever, by;
- (i) one of our clients, or
  - (ii) any other person or organisation where the introduction has resulted as a consequence of an assignment you have conducted on our behalf;
- You shall notify us immediately and prior to accepting any offer of engagement.
- 17.2 The requirement at clause 17.1 shall apply from the signing of this agreement, and cease six months following the completion date of an assignment or the termination of this agreement, whichever is the later.

## 18 COMPLETION OF ASSIGNMENT

- 18.1 If, for any reason whatsoever, you are unable to complete an assignment, you must notify us as soon as possible, with a minimum of 5 working days notice in writing where assignments are over 5 days in duration and 2 days notice for assignments less than 5 days in duration.
- 18.2 If you give us less than the required notice, we are entitled to deduct up to 5 days pay from any wages and holiday pay owing to you in lieu of the required notice period.
- 18.3 Due to the nature of temporary employment, any assignment may be varied, shortened or terminated by us without notice and without reasons being given to you. However, we will attempt to provide appropriate notice where possible.

## 19 TERMINATION OF AGREEMENT

- 19.1 This agreement may be terminated by either party giving one week's notice in writing.
- 19.2 However, we can terminate this agreement without notice if you commit serious misconduct.
- 19.3 Due to the nature of temporary employment, and the availability of 24/7 freephone contact to us, if you fail to attend an assignment without contacting us with a relevant reason after accepting an assignment or whilst on assignment, then at our discretion you can be deemed to have abandoned your employment and subsequently we are entitled to deduct up to 5 days pay in lieu of the required notice period from your wages and holiday pay as penalty.

## 20 REDUNDANCY

- 20.1 Due to the temporary nature of the work and assignments, redundancy shall not apply. Under no circumstances will you be entitled to redundancy compensation.

## 21 EMPLOYEE PROTECTION PROVISION

- 21.1 If we sell or transfer ownership of our company, and this means that your employment will be governed by a new employer, we will discuss with the new employer the possibility of them engaging you as an employee. The aim will be to secure ongoing employment for you if possible.

## 22 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

### 22.1 Definitions

**Employment Relationship Problem** includes a personal grievance, a dispute, and any other problem relating to or arising out of an employment relationship, but does not include any problem with the fixing of new terms and conditions of employment.

**Personal Grievance** means a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union or employees' organisation.

**Dispute** means a dispute about the interpretation, application or operation of an employment agreement.

### 22.2 Raising a Personal Grievance or Other Problem

- (a) If you consider you have a **personal grievance**, you must raise the grievance with us by making us aware of the personal grievance that you want to have addressed.
- (b) You must raise the **personal grievance** within 90 days after the action complained of, or the date you became aware of it, unless there are exceptional circumstances.
- (c) For any other **employment relationship problem**, you should advise us of the existence and nature of the problem, as soon as practicable and that you wish Coverstaff to undertake an investigation into your problem.

22.3 **Procedure – All Employment Relationship Problems (including personal grievance)**

- (a) If the employment relationship problem cannot be resolved by discussion between you and us, then either party may request assistance from the Department of Labour who may provide mediation services.
- (b) If the problem is not resolved by mediation, you may apply to the Employment Relations Authority for investigation and resolution.

**DECLARATION**

I \_\_\_\_\_ [employee's name], acknowledge that:

- Prior to entering into this Individual Employment Agreement I was provided with a copy of this intended Agreement.
- I was advised that I had the opportunity to seek advice about this intended agreement and was given a reasonable opportunity to seek independent advice prior to signing this Agreement.
- At the time of bargaining for and entering into this Agreement I had read and understood the terms and conditions of the Agreement.
- At the time of bargaining for and entering into this Agreement I was not of diminished capacity. The following conditions did not affect my ability to understand the terms and conditions of this Agreement: age, sickness, mental or educational disability, disability relating to communication, emotional distress.
- I did not rely upon the skill, care or advice of my employer and/or a representative acting on behalf of my employer in entering into this Agreement.
- I was not induced to enter into this Agreement by oppressive means, undue influence or duress.

THE EMPLOYEE: \_\_\_\_\_  
Signature of Employee

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

THE EMPLOYER: \_\_\_\_\_  
Signature of Employer

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_