



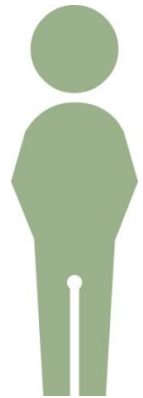
AgriPeople

RURAL RECRUITMENT & STAFF MANAGEMENT

S.M.A.S.H

People Management

Employment Agreements



Topics

- Form and content of Employment Agreements
- Automatically Implied Terms
- Casual Employment Agreements
- Fixed-Term Employment Agreements
- Wage and Time Records
- Loan Employee Considerations
- Conflict Management



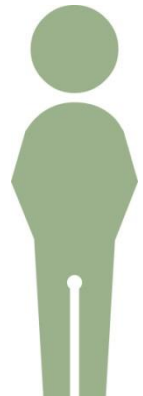
Form + Content - Employment Agreements

- Must be in writing
- May contain such terms and conditions as the employee and employer think fit
- Must contain:
 - names of the parties
 - description of the work to be performed
 - indication of where the work is to be carried out
 - an indication of the arrangements relating to the times the employee is to work
 - wages or salary payable to the employee
 - plain language dispute resolution clause
 - Employee protection clause
- Intended agreements - no signed agreement but demonstrated acceptance
- Deductions - written consent of the employee (Wage Protection)
- Terms that will be contained in the Agreement in addition to the mandatory terms required by the ERA:
 - terms expressly or impliedly agreed by conduct between the parties i.e. disciplinary process
 - terms incorporated by reference i.e. house rules or policies, terms in a job offer
 - terms implied by statutes other than the ERA (e.g. rights to leave under the Holidays Act 2003, the right not to be paid less than the minimum wage)



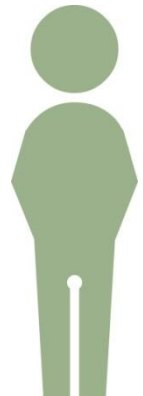
Automatically Implied Terms

- Duties of Employer
 - to pay wages
 - to provide a safe workplace
 - to indemnify the employee
- Duties of the Employees
 - to be present for work
 - personal service
 - to obey reasonable and lawful instruction
- Good Faith - Responsive and Communicative
 - an obligation of trust and confidence (owed by both)
 - obligation of confidentiality (owed by employee)
 - obligation of fidelity (owed by the employee)



Casual Employment Agreements

- Genuinely casual – irregular hours
- No requirement to accept every offer of work made
- Casual agreement to make clear:
 - there is no guarantee of work on a specific day
 - the amount of work they'll get will fluctuate
 - how you'll let them know when you would like them to work
 - they're not obliged to make themselves available for work if asked
 - don't get them confused with part-time workers
- Time off:
 - casual employees are entitled to holidays - "pay as you go"
 - entitled to sick leave and bereavement leave after six months of starting work – conditional



Fixed-Term Employment Agreements

- Agreement to contain:
 - explanation of Fixed Term nature
 - term and end date – i.e. project completion
 - specify the way it will end and reasons why
- To be considered:
 - can't be used as a trial or "try-out" period
 - if you offer permanent work no 90-day trial available
 - disciplinary process in line with other employees
 - finish agreement in agreed timeframe
 - extensions in writing
 - risks of rolling over
 - fixed term for less than a year – 8%
- Example of Fixed-Term - right vs wrong



Wages and Time Records

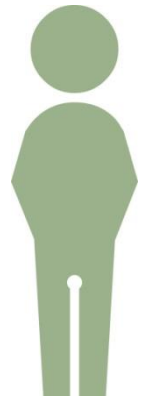
Employment Relations Act 2000 requires employers to keep a wages and time record

- Employee's name and age, if under 20 years
- Employee's postal address
- The kind of work in which the employee is usually employed
- Type of agreement
- The hours and days of employment in each pay period where irregular
- Wages paid to the employee each pay period and the method of calculation – protection around minimum wage.
- Access to records going back six years, and IRD for at least seven years
- Holidays and leave record required by the Holidays Act 2003
- Time sheets and Payroll systems



Loan Employee Considerations

- Existing – consultation in change of agreement
- New – Employment Agreement to specify work locations
- Employer holding agreement ultimately responsible for employees
- Health and Safety Act - loaned employee treated as if an employee while working on site for person (B) but Employer still has some responsibility
- Employment relations issues to be dealt with by the Employer - holds overall responsibility for the relationship
- Joint Venture Company – hiring out of a temporary labour
- Two Employers – Two Agreements (Secondary Employment)



Conflict Management

“Your story is as legitimate to you as mine is to me”

- Managed conflict positive – opportunity for change
- What do we bring – perceptions, values, emotions, disorders
- Separate the people from the problem
- Seek objective criteria
- Create objectives
- Exploring underlying interests and using dangerous questions
- Kenneth Cloke handout

