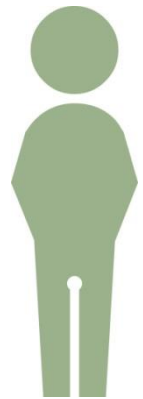




# AgriPeople

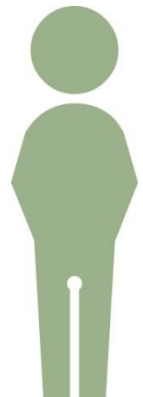
RURAL RECRUITMENT & STAFF MANAGEMENT

**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



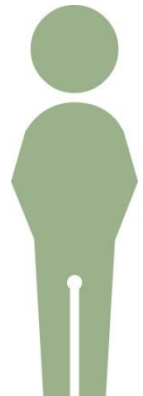
# Form + Content - Employment Agreements

- 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

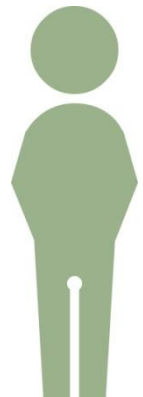
**Employment Relations Act 2000 requires employers to keep a wages and time record**

- 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

