



STANDARD CASUAL STAFF INDIVIDUAL EMPLOYMENT AGREEMENT

Parties: The Parties to this Casual Employment Agreement are the Vice-Chancellor of the University of Otago **(the Employer)**

and
First name Surname
(the Employee)

Payroll Office Use Only

Notes: ¹Casual employment is defined as the employment of a person on an on call and as required basis without any commitment from either party to ongoing employment. This includes staff engaged for one-off situations. They do not have pre-determined hours of work and work arrangements are made on an hourly, daily or weekly basis as the employer's needs arise.

A casual employee is defined as an employee who:

- is engaged to work only on an "as and when" required basis; and
- is under no obligation to accept work offered; and
- is employed for a discrete casual work engagement(s); and
- has no expectation of ongoing or further casual work engagements being offered; and
- is paid in full at the end of each completed casual work engagement (including holiday pay).

PAYMENT TYPE

A: DETAILS OF POSITION (To be completed by the Department)

Department: **Position Number:**

Position Title:

Description of duties:

Location: Duties are to be carried out at

Reason for short term nature of appointment:

Nothing contained or implied in this agreement shall be read to create an expectation of an ongoing employment relationship beyond the end of the specified term. The dates specified do not constitute a guarantee that work will be available to the Employee for all of this period. Work will occur only on an as and when required basis.

Term of Appointment:

Period of employment will be carried out between the dates and (if appropriate)

Hours of Work: the days and hours of work will be by arrangement with the supervisor on an as and when required basis¹

Remuneration:

EITHER The University agrees to pay the Employee gross remuneration, for the work specified above, for those hours worked as follows. Payment will be made only on submission of authorised timesheets/pay requests.

Award Grade: Hourly Rate: **plus** a separate payment of 8% holiday pay in lieu of annual leave,

OR *An agreed fee of **plus** a separate payment of 8% holiday pay in lieu of annual leave,
 per **OR** for the completion of the specified work.
(for example per day, per item of work)

Reporting to the Head of Department through (Supervisor) **Tel Extn:**

***Divisional (or Dean in Health Sciences) Approval for agreed rate only:**

B: TIMESHEET AUTHORISATION / COST CENTRE DETAILS

NB: for Single payment please fill in Section F

Online Time sheet entry by (please tick one) Employee Administrator

Time sheets may be approved by (Signature) Tel Extn

Name Designation

Account Code: Payments are to be charged against GL PL

(Note: the appropriate dissection of this account code must be open on Finance One and be valid for wage payments to be drawn against. Please check before submitting this form to Payroll Services).

C: DETAILS OF PERSON BEING APPOINTED (To be completed by Applicant)

Name: Employee ID

Private address:

Phone Number: Date of Birth Former Name (if applicable)

Citizenship Status: Work Permit Expiry date (if applicable): (Please attach certified copy of NZ Permanent Resident / Work Permit)

Previously or currently employed by the University of Otago?

Start date Finish date Department:

Currently enrolled as a student at the University of Otago: Enrolment EFT: (if yes, refer to section D vii)

Health: Do you have any condition(s) which may affect your ability to perform, or may be aggravated by, the duties of this position?

If yes, please give details:

Tax Form: A completed Tax Code Declaration Form (IR330) must be enclosed. IR330 is enclosed

Bank Authority: I hereby authorise Payroll Services to pay all wages due to me into my bank account:
(Please attach an original bank deposit slip if possible)

Bank Branch Customer Code Suffix

(Please note: Existing staff members receiving salary or wages will have payment for this work deposited in the bank account previously notified).

D: OTHER TERMS AND CONDITIONS OF APPOINTMENT

- i. **University Policies:** The Employee is required to comply with the policies of the University of Otago including the University's Smoke-Free Policy, the Ethical Behaviour Policy, and the Accident Reporting and Rehabilitation Policy. These can be viewed on line at <http://www.otago.ac.nz/humanresources> or provided by the supervisor on request.
- ii. **Confidentiality:** During the term of employment and at all times thereafter the Employee will maintain the confidentiality of the University's business including research information, student and staff information and all other information of a commercially sensitive nature. The Employee will not make use of any information or documents to which the Employee has access during their employment at any time thereafter, except on behalf of the University.
- iii. **Holiday Pay, Other Leave and Public Holidays:** Your holiday entitlement will accrue at the rate of 8% of your gross earnings and will be paid to you on a pay as you go basis. This will be calculated and shown as a separate payment of 8% of the gross earnings for each period paid.

Sick leave will be without pay, unless you have completed six (6) months' current continuous employment with the Employer or, over a period of six (6) months, you worked for the Employer for:

1. at least an average of ten (10) hours a week during that period; and
2. 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;

You are entitled to five (5) days sick leave in each ensuing period of twelve (12) months.

Payment will only be made for a Public Holiday not worked, where it falls on a day you would normally have worked under an established pattern of work. If you are required to work on a Public Holiday you will be paid normal pay for time actually worked plus half as much again. In addition, if the day is a day you would normally have worked under an established pattern of work, you will receive an alternative paid holiday as provided in Holidays Act 2003.

- iv. **Termination:** Either party may terminate this Agreement by giving one day's notice in writing to the other party, except the University reserves the right to terminate without notice for serious misconduct. Nothing contained or implied in this agreement shall be read to create an expectation of an ongoing employment relationship beyond the end of the specified term.
- v. **Employment Relationship Problems:** The University of Otago plain language explanation of the employment relationship resolution process is attached and forms part of this employment agreement. It is also available on line at <http://www.otago.ac.nz/humanresources>.
- vi. **Right to seek advice:** Under the Employment Relations Act 2000 the Employee is entitled to seek independent advice before accepting this individual employment agreement, and will be given reasonable time to do so, should they wish to.
- vii. **Applicable for Students only:** A student is defined as 'Any student currently enrolled at the University in an undergraduate course of study of 0.6 EFTS value, or 0.5 EFTS value for postgraduate study, or greater, over an academic year and who is employed less than 20 hours per week during semester time or up to full-time during vacations.' The Employee will advise their Supervisor should they obtain additional employment within the University. The Employee will advise their Supervisor of any reduction in EFT or withdrawal from study. Should the employee cease to be defined as a student under these conditions then this agreement terminates one month from the date of withdrawal without express notice.
- viii. **KiwiSaver:** As the University is a KiwiSaver exempt employer it will not enrol you automatically. However if you wish to join please complete the KS2 application form available at www.kiwisaver.govt.nz and return it to HR Payroll who will start the deductions.

E: AUTHORISATION AND SIGNATURES

Signed on behalf of the University of Otago: Date

Name Designation

Employee Declaration: I accept this casual employment agreement on the terms as outlined in this agreement and certify that I have read and understood these conditions of employment, and agree to abide by them. I confirm that the information I have supplied is true and correct and I understand that if any information I have provided is misleading or incorrect then I may be subject to summary dismissal.

Employee's Signature: Date:

F: SINGLE PAYMENT REQUEST ONLY (To be completed after work finished)

Please pay the above named person, who has now completed the specified work in

Department :

Either Hours Worked Award Grade: Hourly Rate: \$
 plus a separate payment of 8% holiday pay in lieu of annual leave,

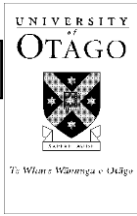
OR *An single payment of \$ plus a separate payment of 8% holiday pay in lieu of annual leave,

Account Code: Payments are to be charged against GL PL

(Note: the appropriate dissection of this account code must be open on Finance One and be valid for wage payments to be drawn against. Please check before submitting this form to Payroll Services).

Payment authorised by: Signature Designation:
 Name Date of Request:

*Divisional (or Dean in Health Sciences) Approval for agreed rate only:



EMPLOYMENT RELATIONSHIP PROBLEM RESOLUTION PROCESS

(To be retained by the Employee. NOT to be attached and sent to HRMIS Unit (formerly the Payroll Office) with the Agreement.)

Employment Relationship Problems

Employment relationship problems include such things as personal grievances, disputes about the interpretation or application of employment agreements, or other workplace issues that may harm the employment relationship, but does not include problems with the fixing of new terms and conditions of employment.

Raising the Problem

If you think you have a problem in your employment, then you should raise it with your Head of Department or Manager as soon as possible, so we can try and resolve it with you. If for any reason you feel unable to raise it with your Head of Department, you should approach another appropriate manager or an Adviser in Human Resources. In some cases, there is a **time limit** on when you have to do this – see “Personal Grievances” below.

Representation

At any stage, you have the right to seek advice and support from your union or a representative. We will work with you and that person to try to resolve the problem. Information may also be sought from the Department of Labour Mediation Service at any time.

Mediation Services

If we are unable to resolve the problem, then either party can contact the Department of Labour Mediation Service (a government department) for free assistance. The mediator will try to help us resolve the problem, but won't make a decision as to who is right or wrong unless both parties want this.

Employment Relations Authority

If the problem is still not resolved to your satisfaction, then you can apply to the Employment Relations Authority to have the problem investigated and a determination made. This decision can be appealed, by either party, to the Employment Court and then to the Court of Appeal.

Personal Grievances

If your employment problem is a personal grievance (i.e. unjustified dismissal, unjustifiable disadvantage, discrimination, duress, sexual or racial harassment), then you must raise it within 90 days of the problem actually occurring or coming to your attention for the first time. A personal grievance can only be raised outside of this timeframe with the agreement of the employer, or where the Employment Relations Authority deems there to be exceptional circumstances.

You should raise any personal grievance with your Head of Department or Section as above. It is preferable that you put your grievance in writing, but this is not compulsory. You may ask your union or representative to raise the grievance on your behalf.

University of Otago Ethical Behaviour Procedure

Certain types of employment relationship problems may be able to be dealt with through the University of Otago Ethical Behaviour Policy and Procedures, particularly problems involving harassment. This policy is available on the University website (<http://www.otago.ac.nz>) under Human Resources Policies.

Human Rights Commission Procedures

If you believe you have a grievance based on discrimination or sexual or racial harassment an alternative procedure is available through the Human Rights Commission. However, you cannot refer your grievance to both the Human Rights Commission as a complaint and to the Employment Relations Authority as a personal grievance. You have to choose one option or the other.

The above plain language explanation is required by the Employment Relations Act 2000.