

Individual Employment Agreement between the New Zealand Qualifications Authority and

.....
Insert Employee name (please write in block letters)

For the 2015 Exam Cycle

1 The Parties

The parties to this employment agreement are:

1. **New Zealand Qualifications Authority**, the "Employer"; and
2., the "Employee".
Insert employee's name

2 The Position and the Duties

2.1 Position

The Employee is being employed as: Examination Supervisor and/ or Assistant Manager.

2.2 Duties as set out in the job description

The Employee shall perform the duties set out in the Job Description attached to this agreement as Schedule A. These duties may be modified and updated by the Employer from time to time following agreement with the Employee. The Employee also agrees to perform all other reasonable duties and comply with reasonable instructions issued by the Employer.

2.3 Reporting

The Employee shall report to **The Examination Centre Manager** or to any other representative of the Employer designated from time to time by the Employer.

3 Interpretation and Definitions

3.1 Session

In this Agreement, unless the context otherwise requires, **session** means a period of work of usually not more than 4 hours, but which may be less than 4 hours depending upon the nature of the examination or a candidate's needs.

4 Nature and Term of the Agreement

4.1 Casual Individual Employment Agreement (Fixed Period)

This Employment Agreement is an individual employment agreement entered into under the Employment Relations Act 2000. The parties to this agreement agree that the nature of the relationship is a casual "as required" employment relationship. The Employer agrees to provide reasonable notice to the Employee regarding when they will be requested to perform duties and the Employee agrees to take all practicable steps to be available for work during the period over which National Certificate of Educational Achievement examinations are to be held.

The duration of this casual agreement is as follows:

- (i) The Employer and the Employee are entering into the casual agreement for a

fixed period. This period shall start on 9 November 2015 and shall end on 4 December 2015. Assistant Managers and Supervisors may be engaged before this period to assist in ad hoc examination matters.

The reason for the fixed period is to agree with the period over which the NCEA examinations are held.

5 Obligations of the Relationship

5.1 Obligations of the Employer

The Employer shall:

- (i) Act as a good Employer in all dealings with the Employee. A good Employer is one who operates a personnel policy which is consistent with the fair and proper treatment of its employees in all aspects of their employment
- (ii) Deal with the Employee in good faith in all aspects of the employment relationship, and
- (iii) Take all practicable steps to provide the Employee with a safe and healthy work environment.

5.2 Obligations of the Employee

The Employee shall:

- (i) Comply with all reasonable and lawful instructions provided to them by the Employer
- (ii) Perform their duties with all reasonable skill and diligence
- (iii) Conduct their duties in the best interests of the Employer and the employment relationship
- (iv) Deal with the Employer in good faith in all aspects of the employment relationship
- (v) Comply with all policies and procedures (including any Codes of Conduct) implemented by the Employer from time to time, and
- (vi) Take all practicable steps to perform the job in a way that is safe and healthy for themselves and their fellow employees.

6 The Place of Work

The parties agree that the Employee shall perform their duties at

...../.....
Examination Centre. Town or City

7 Hours of Work

The parties agree that because the Employee is being employed on an as required basis, the Employee has no fixed hours of work.

The Employer also agrees that the Employee will be offered work on a session by session basis. By agreement with the Examination Centre Manager, the employee may be employed for a half session for half the session rate. The Employee shall take all practicable steps to be available for all sessions when required.

8 Wages/Salary/Allowances

8.1 Piece Work Payment Rate

The Employee shall be paid on a piece work basis, which shall depend on the number of **sessions** completed by the Employee.

The piece rate per completed unit of work shall be as per the attached schedule,

"Schedule B - Remuneration", at the rate appropriate to the employee's position. The Employee's pay shall be paid upon submission of their claim for sessions worked approved by the Examination Centre Manager following completion of their last session of employment. Payment will be made electronically into the bank account as confirmed on page 7.

8.2 Reimbursement of Expenses

The Employee shall be entitled to reimbursement by the Employer of all expenses reasonably and properly incurred by the Employee in the performance of their duties, provided the Employee produces appropriate receipts to the Employer when requesting reimbursement. No travel costs to or from the Examination Centre will be reimbursed.

9 Holidays and Leave Entitlements

9.1 Holiday Pay

The Employee is being employed to perform work on a casual as required basis. The Employer shall, instead of paying the Employee during any periods of annual leave, pay the Employee's holiday pay at the same time as their salary payments. The amount of holiday pay is **8%** of the total gross payment, which shall be paid less tax, at the same time as the Employee's salary payments. The Employee's pay slip will identify the Employee's base rate (as listed in Schedule B), and the separate holiday pay.

9.2 Public Holidays for Piece Work Employees

Where the work or delivery schedule established under this agreement requires a session of work to be undertaken on a public holiday, payment for piece work on that day shall be made at a rate that is 50% higher than the rate established under the payment clause above.

9.3 Sick Leave

As the employment is of less than 6 months duration there is no entitlement to sick leave.

10 Kiwisaver

In line with the Kiwisaver Act 2006, the Employee will not be automatically enrolled into Kiwisaver as the duration of the employment is less than 28 days.

Although we will not automatically enrol you and you have no requirement to have Kiwisaver deductions made, you can make contributions to Kiwisaver if you wish to. If you would like us to take Kiwisaver deductions, please complete a KS2 Deduction Form (available from www.nzqa.govt.nz/ecm), stating what level of contribution you wish to make, and return to us with your signed acceptance.

For more information about Kiwisaver, please refer to www.kiwisaver.govt.nz.

11 Health and Safety

Both the Employer and the Employee shall comply with their obligations under the Health and Safety in Employment Act 1992. This includes the Employer taking all practicable steps to provide the Employee with a healthy and safe working environment. The Employee shall comply with all directions and instructions from the Employer regarding health and safety and shall also take all reasonable steps to ensure that in the performance of their employment they do not undermine their own health and safety or the health and safety of any other person.

12 Other Employment Obligations

12.1 Confidential Information

The Employee shall not, whether during the currency of this agreement or after its termination for whatever reason, use, disclose or distribute to any person or entity, otherwise than as necessary for the proper performance of their duties and responsibilities under this agreement, or as required by law, any confidential information, messages, data or trade secrets acquired by the Employee in the course of performing their services under this agreement. This includes, but is not limited to, information about the Employer's business.

12.2 Conflicts of Interest

The Employee agrees that there are no contracts, restrictions or other matters which would interfere with their ability to discharge their obligations under this agreement. If, while performing their duties and responsibilities under this agreement, the Employee becomes aware of any potential or actual conflict between their interests and those of the Employer, then the Employee shall immediately inform the Employer. Where the Employer forms the view that such a conflict does or could exist, it may direct the Employee to take action(s) to resolve that conflict, and the Employee shall comply with that instruction. When acting in their capacity as Employee, the Employee shall not, either directly or indirectly, receive or accept for their own benefit or the benefit of any person or entity other than the Employer any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Employer.

12.3 Privacy Obligations

The Employer and the Employee shall comply with the obligations set out in the Privacy Act 1993. The Employee must not breach the privacy of any customer or client in the course of their employment.

13 Termination of Employment

13.1 Termination for Serious Misconduct

Notwithstanding any other provision in this agreement, the Employer may terminate this agreement summarily and without notice for serious misconduct on the part of the Employee. Serious misconduct includes, but is not limited to:

- (i) theft;
- (ii) dishonesty;
- (iii) harassment of a work colleague or customer;
- (iv) serious or repeated failure to follow a reasonable instruction;
- (v) deliberate destruction of any property belonging to the Employer;
- (vi) actions which seriously damage the Employer's reputation.

13.2 Abandonment of Employment

In the event the Employee has been absent from work for three consecutive working days without any notification to the Employer, and the Employer has made reasonable efforts to contact the Employee, this agreement shall automatically terminate on the expiry of the third day without the need for notice of termination of employment.

13.3 Obligations of Employee on Termination

Upon the termination of this agreement for whatever reason, or at any other time if so requested by the Employer, the Employee shall immediately return to the Employer all information, material or property (including but not limited to computer disks, printouts, manuals, reports, letters, memos, plans, diagrams, security cards,

keys, and laptop computers) either belonging to or the responsibility of the Employer and all copies of that material, which are in the Employee's possession or under their control.

14 Resolving Employment Relationship Problems

If any employment issues arise, those should be raised with the Employer as soon as possible so that they can be resolved. If the matter is not resolved either party can seek assistance from the Department of Labour's mediation service. If the issues are not resolved at mediation, they may be referred to the Employment Relations Authority. If the issue is a personal grievance, the Employee must present that grievance within 90 days of the event giving rise to the grievance, or after further time if allowed by the Employer or where the Employment Relations Authority grants an extension of time. If the employee's employment agreement contains a trial period clause, they may not raise a personal grievance on the grounds of unjustified dismissal. The employee may raise a personal grievance on other grounds as specified in sections 103(1)b-g of the Employment Relations Act, and in the trial period clause of this agreement.

15 Acknowledgement of the Agreement

15.1 Variation of Agreement

The parties may vary this agreement, provided that no variation shall be effective or binding on either party unless it is in writing and signed by both parties.

15.2 Non Assignment by Employee

The Employee must personally perform the duties and responsibilities under this agreement and no subcontracting or assignment by the Employee is permissible.

15.3 Entire Agreement

Each party acknowledges that this agreement contains the whole and entire agreement between the parties as to the subject matter of this agreement.

15.4 Employee Acknowledgment

The Employee acknowledges that:

- (i) they have been advised of their right to take independent advice on the terms of this agreement
- (ii) that they have been provided with a reasonable opportunity to take that advice
- (iii) that they have read these terms of employment and understand these terms and their implications, and
- (iv) that they agree to be bound by these terms of employment and the Employer's policies and procedures as implemented by the Employer from time to time.



John Pihema
Manager, Secondary Operations & Support

Acceptance

I,
Employee please insert name, (please write in block letters)
have been advised that I may seek independent advice about the terms and conditions of this offer and have had sufficient time in which to do so. I understand and confirm my acceptance of the terms and conditions of employment set out in this agreement.

Signed: _____
Signature

Date: ____/____/ 2015
Signature date

Received back from Employee and checked/ entered by Examination Centre Manager.

.....
ECM initials

NB: Any Contract not received at NZQA with all the correct documentation by 4 November 2015 may not be paid before February 2016

Details of Employee

Name: / /
First Middle Last

Address:
Street including number

.....
Suburb and/or RD number

..... /
Town or City Post Code

Contact Number:

Email Address:

Please tick the relevant box(es) to confirm which option is appropriate to you and your situation.

IRD number confirmation

I confirm that my IRD number is unchanged, and the IRD number provided last year (as indicated by my ECM) is correct.

OR

I have included a completed IR330 because:

- my IRD number has changed, or
- no record is held by NZQA (as indicated by my ECM), or
- I am a new Supervisor this year, or
- I have not worked as a Supervisor in the last three years.

NB: A Supervisor cannot have the tax code WT.

Bank Account confirmation

I confirm that my bank account number is unchanged, and the bank account number provided last year (as indicated by my ECM) is correct.

OR

I have included pre-printed or bank verified evidence of my bank account because:

- my bank account number has changed, or
- no record is held by NZQA (as indicated by my ECM), or
- I am a new Supervisor this year, or
- I have not worked as a Supervisor in the last three years.

Schedule A – 2015 – Job Description

NEW ZEALAND QUALIFICATIONS AUTHORITY

JOB DESCRIPTION

POSITION TITLE: Examination Supervisor / Assistant Manager

DATE: June 2015

POSITION PURPOSE

The role of an Examination Supervisor/Assistant Manager is to be responsible through the Examination Centre Manager to the New Zealand Qualifications Authority for the effective supervision of examination candidates at examinations held at the exam centre in November/December 2015.

WORKING RELATIONSHIPS

Responsible to: Examination Centre Manager
Responsible for: Nil
Functional Relationships: Examination Centre Manager
Principal's Nominee
Other Supervisors
Examination Assistants
Other staff at the Examination Centre as required.

DUTIES

- Check examination room is set up before candidate/s enter.
- Check candidates' identification on arrival at the examination room and confirm attendance in the examination.
- Supervise examinations in accordance with the 'Instructions for Supervisors' booklet and the Exam Centre Manager.
- Report all examination irregularities to the Examination Centre Manager.
- Arrange for all candidate answer booklets to be packed ready to be collected.

PERSON SPECIFICATION

- Excellent communication skills
- Relates well to young adults
- Well-organised
- Shows initiative
- Integrity beyond question.

CONFIDENTIALITY

No supervisor/exam assistant may discuss any matter relating to examinations with the media or any persons other than NZQA staff, the Examination Centre Manager and the Principal's Nominee.

All examination question papers are confidential to Supervisors and candidates and no other persons are permitted to see them during the applicable examination sessions.

Schedule B – 2015 – Remuneration

Supervisors

All persons engaged by Examination Centre Managers to assist with the supervision of the examinations will be paid in accordance with the following rates:

Position	Payment per Exam Session (\$)
Supervisor	69.00
Home Supervisor	69.00
Assistant Manager	74.00
Supervisor Training	69.00
Relief Supervisor	34.50 per half session

NB: A Relief Supervisor is employed for a half session and is therefore paid at half the exam session rate