

AN INDIVIDUAL EMPLOYMENT AGREEMENT

SEASONAL AS-AND-WHEN-REQUIRED EMPLOYMENT

Between

THE EMPLOYER:

CENTRAL CHERRIES PACKHOUSE LTD referred to
as the EMPLOYER

And

THE EMPLOYEE:

Signed by Employer:

Signed by Employee:

Date:

The Agreement

This agreement is for fixed-term, as-and-when-required seasonal employment at Employer premises commencing on and ending at the completion of the fruit season, which event shall as it applies to the Employee, be determined solely by the Employer.

Hours of Work

The hours of work shall be those required on an "as-and-when-required" basis by Employer, and include paid 15-minute rest intervals in each period of 4 hours worked and an unpaid 30-minute meal break in each period of 5 hours worked. The employee accepts that no minimum number of hours of work is guaranteed or promised on any day and that the employee may be stood down without pay if harvesting or packing or both is interrupted by unfavourable weather, or where operations cease for whatever reason.

Remuneration

If employed on an hourly basis, the Employee shall be paid a minimum hourly rate of \$11.75 + 8% holiday pay except for public holidays when time and a half will be paid.

If employed as a sorter on piece rates the rate will be \$0.55 per kg . When the Employee works a Public Holiday on piece rates, they shall be paid an additional 50% on those rates.

Payment of wages

The Employee shall be paid weekly by cheque or by direct credit into the account nominated by the Employee. The Employer may deduct from remuneration owed to the Employee including holiday pay, payments made in error or for time lost through sickness, accident or default; by agreement; for payments made in advance to which the employee subsequently is not entitled; or as provided for in this agreement.

Should you terminate your employment with Central Cherries Ltd within two weeks of starting an administration fee of \$30.00 will be deducted from your pay.

Annual Holidays

Holiday pay is calculated at each pay, and will appear on the Employee's payslip.

Public Holidays

Under the provisions of the Holidays Act, the Employee does not qualify for any alternative paid holiday when they work a Public Holiday. When required, the Employee must work any Public Holiday.

Health and Safety

The Employee shall read and shall abide by the Employer's health and safety instructions and procedures.

The Employer shall provide, and the Employee shall use or wear as required, safety equipment and clothing. A failure to use or wear safety equipment or clothing shall be considered serious misconduct rendering the Employee liable to summary dismissal.

The Employee shall report any hazard noticed or developing in the workplace as soon as practicable. Failure

to report hazards is also considered serious misconduct warranting summary dismissal. The Employee shall report work-related accidents or injuries as soon as practicable and on the day of occurrence. Late reports without good cause may lead to acceptance of injuries as a work-related accident being declined.

The Employee shall provide copies of claims to ACC for work-related accidents to the Employer together with documents submitted in support of the claim, including doctor's and specialist's certificates.

The employee will familiarise themselves with the policies displayed on the staff notice board and abide by those policies.

Termination of Employment

This agreement shall terminate at the conclusion of the fruit season, which event shall be determined solely by the Employer. At least 4 hours notice shall be given by either party.

If notice is not given, the Employee shall forfeit 8 hours ordinary pay. Notice shall be paid or worked as determined by the Employer.

The Employer retains the right to summarily dismiss the Employee if serious misconduct occurs.

If the Employee is absent from work without notice for more than 1 working day, they shall be deemed to have abandoned and terminated this employment without notice unless a satisfactory explanation is accepted.

On termination of employment, the Employee shall return all items and clothing which have been issued; and all other Company items which have come into the Employee's possession. If items are not returned, the Employer may deduct the value of items not returned from final pay.

Redundancy

Redundancy occurs if the Employee's position is no longer required. If redundancy is being considered, the Employer shall consult with the Employee, and shall consider the Employee's alternatives and suggestions before determining whether or not the position is redundant. If redundancy is confirmed, the Employer shall give the Employee one day's notice of termination of employment. The Employer may determine that the Employee need not work that day, and pay the Employee instead. No other compensation for redundancy shall be payable.

Other Employment

The Employee shall not undertake other employment or private work if the other employment or private work conflicts with the Employer's business interests or impairs the Employee's ability to undertake normal or additional work to the Employer's satisfaction.

Certificates and Licences

The Employee shall maintain any certificates or licences required for this employment. If a required certificate or licence is lost for any reason, this employment shall be

deemed to have been terminated immediately by the Employee unless otherwise notified by the Employer.

Employment Relationship Problems

Disputes about the interpretation or application of this agreement, personal grievances or other employment relationship problems shall be resolved by use of the procedures included in this agreement.

Code of Conduct and Procedures

The employee agrees to be bound by the employer's code of conduct, disciplinary procedures, sexual harassment and smoking policies and any other notified procedure or policy.

Employee's Declaration

I declare that the information I gave about my suitability for employment and my qualifications and experience are true and correct, and that I have disclosed all matters which may have affected Employer's decision to employ me. I agree that if I gave incorrect information or I did not disclose a relevant matter then I may be summarily dismissed without compensation.

I agree that during and after this employment I will not disclose to anyone or use confidential information about Employer's business, methods or clients, without the written authorisation of Employer.

I further declare that I have read and understand this agreement and that I have been given reasonable opportunity to obtain independent advice about it.

I acknowledge the seasonal and as-and-when-required nature of this employment. I understand that no minimum number of hours of work or pay per day or per week is guaranteed or promised, and I accept that on some days or in some weeks that no work may be offered, and that I may be stood down without pay if adverse weather or decreased demand or offer occurrence temporarily interrupts harvesting or packing,

I further acknowledge that Employer has the absolute discretion about when and to whom as-and-when-required work is offered, and the order in which employees are laid off as the demand for labour declines at the end of the season.

DISCIPLINARY PROCEDURES

If misconduct has or is suspected to have occurred, the following procedure shall apply:

An investigation shall commence.

The employee shall be advised that alleged misconduct or serious misconduct is being investigated.

If the alleged conduct is serious misconduct, the employee may be suspended on pay while the allegation is investigated.

If the investigation reveals that misconduct may have occurred, the employee shall be informed of the need to attend an interview about the matter, and that the employee is entitled to have a support person or representative of their choice present at the interview, and that a possible outcome of the meeting may be dismissal or other appropriate penalty. The employee and representative shall be advised of the time, day and place of the interview.

The person(s) investigating the alleged serious misconduct shall ensure the matter is not prejudged or the outcome prejudiced.

At the interview, the alleged specific breach shall be put to the

employee, and the employee shall be invited to explain the alleged misconduct or to make representations about the matter.

Following that meeting, the person(s) investigating the matter shall decide the action to be taken if misconduct has occurred.

Actions which may be taken in the event of serious misconduct may be any one or any combination of the following:

Instant dismissal, or

A reduction in remuneration of not more than 15% of salary or ordinary wage, and/or

Rearrangement of the employee's responsibilities or duties or both, and/or

Demotion to a lesser position, and/or

Suspension without pay for a period of up to 10 working days, and/or

The issue of a final written warning.

None of the above actions shall constitute redundancy of the employee's position.

If the misconduct is less serious and the action to be taken is the issue of a warning, the warning shall be one of the following

A verbal warning with the details noted, or

A written warning with a copy retained, or

A final written warning clearly stating that any further breach of failure

to perform to required standards will result in dismissal, with a copy retained.

BELOW STANDARD PERFORMANCE

A warning also may be issued if the Employee's work performance is below the Employer's standard.

CONTENT OF WRITTEN WARNINGS

Written warnings shall include the following:

A clear statement of the misconduct or the performance standard not attained

The Employee's explanation

The reasons why the Employee's explanation was not acceptable

The penalty to be imposed, if any

The corrective action to be taken by the Employee

The assistance to be given by the Employer

The timetable to achieve the corrective action, and

A clear statement that a failure to complete the corrective action could result in dismissal.

PROCEDURE FOR RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS

If the Employee believes that an employment relationship problem exists, or feels aggrieved because of some action by the Employer, or disputes the interpretation or application of some part of this agreement, the Employee should as soon as possible raise the matter informally. If the Employee does not wish to raise the matter informally, the Employee may have the matter raised by a representative.

The submission should include:

- Details of the concern or grievance
- The reason(s) why the Employee is concerned or feels aggrieved
- The action(s) the Employee wants taken to resolve the concern or grievance.

The Employer will acknowledge a written submission within 5 working days, or meet with the Employee as soon as is possible to resolve the matter.

Where the matter is resolved, the Employer at their sole discretion may require the resolution be signed by a Mediator of the Department of Labour as a "full and final" settlement.

If the matter is not resolved, the Employee may refer the matter to the Mediation Service of the Department of Labour, or if appropriate to the Employment Authority for resolution. The Mediation Service Helpline number is 0800 863.

NOTE

The Employment Relations Act 2000 specifies that a personal grievance must be raised within 90 days of the event which gave rise to the grievance or came to the Employee's notice.