

# PLANT TRIMMING / PACKER / PROCESS

I:\Data\Excel\Manuals Payroll Employment Contract\Employment Contracts (FULL)

## PERRYS BERRYS LTD - EMPLOYMENT APPLICATION

E1-E13 & IR330 (E12 x number of conditions)

WAITING LIST NUMBER

S1

S1-S9

Scanned to file

EMPLOYEE NUMBER

S2

### SECTION 1 - EMPLOYEE TO COMPLETE

SURNAME

FIRST NAMES

ADDRESS

PHONE NUMBER

TAX CODE

IRD NUMBER

You must use your own IRD number or you will pay "No Declaration" Tax at 45 cents (plus earners levy) in the dollar

DATE OF BIRTH

SEX (Male OR Female)

BANK ACCOUNT

Bank

Branch

Account Number

Suffix

Make sure your bank account is still open. Do not give Cash Flow Card numbers.

### DEPOSIT SLIP ATTACHED

Employment is on an 'as required' basis and staff must be able to work weekends

JOB DESCRIPTION:

And any other duties the Employer may reasonably require the Employee to perform.

DO YOU HAVE ANY OF THE FOLLOWING; - IF YES PLEASE SPECIFY

Allergies (especially to strawberries or strawberry plants)

Y / N

E1

Illnesses that could be transmitted through food (I.e. hepatitis)

Y / N

E2

Illnesses/medical conditions that could affect your ability to work

Y / N

E3

Please give contact details for the person you would like us to call in case of accident or

illness.

Name:

Phone:

E4

A COPY OF THE EMPLOYMENT CONTRACT, SAFETY PROCEDURES, CODE OF CONDUCT AND DISPUTE RESOLUTION HAS BEEN MADE AVAILABLE TO ME. I HAVE READ, UNDERSTOOD AND ACCEPTED THESE CONDITIONS. I HAVE ALSO BEEN PROVIDED WITH COPIES OF INFORMATION FOR KIWISAVER AND BEEN GIVEN THE OPPORTUNITY TO COMPLETE FORMS AND JOIN THIS SCHEME (SIGN TO CONFIRM).

E5

Number plates of cars dropping me on site / own car:

E6

Where you heard about the job:

E6a

START DATE

S3

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## SECTION 2 - SUPERVISOR TO COMPLETE - OFFICE USE ONLY

<b>PASSPORT INFORMATION</b>		
<b>NAME</b>		S4
<b>PASSPORT NO</b>	<b>VISA</b>	S5
<b>WORK PERMIT</b>	<b>EXPIRES</b>	S6
<b>DEPARTMENT (time sheet type)</b>		S7
<b>IR330 TAX FORM - SIGNED, DATED AND ONLY ONE TAX CODE GIVEN</b>		
<b>CONDITIONS OF EMPLOYMENT - COMPLETED AND SIGNED</b>		
<b>SUPERVISOR SIGNATURE</b>	<b>WAGE CLERK SIGNATURE</b>	S8

<b>ATTEMPTS TO CONTACT PERSON (Please record date, time, who spoke to etc)</b>					
1	<table border="1"> <tr> <td>Date:</td> <td>Time:</td> <td>Ph No:</td> <td>Supervisor:</td> </tr> </table>	Date:	Time:	Ph No:	Supervisor:
Date:	Time:	Ph No:	Supervisor:		
2	<table border="1"> <tr> <td>Date:</td> <td>Time:</td> <td>Ph No:</td> <td>Supervisor:</td> </tr> </table>	Date:	Time:	Ph No:	Supervisor:
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3	<table border="1"> <tr> <td>Date:</td> <td>Time:</td> <td>Ph No:</td> <td>Supervisor:</td> </tr> </table>	Date:	Time:	Ph No:	Supervisor:
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4	<table border="1"> <tr> <td>Date:</td> <td>Time:</td> <td>Ph No:</td> <td>Supervisor:</td> </tr> </table>	Date:	Time:	Ph No:	Supervisor:
Date:	Time:	Ph No:	Supervisor:		
<p>Person is:</p> <table border="0"> <tr> <td><input type="checkbox"/></td> <td>Coming in to start work tomorrow</td> <td><input type="checkbox"/></td> <td>Unable to work for us</td> </tr> </table>		<input type="checkbox"/>	Coming in to start work tomorrow	<input type="checkbox"/>	Unable to work for us
<input type="checkbox"/>	Coming in to start work tomorrow	<input type="checkbox"/>	Unable to work for us		

# Individual Employment Agreement

BETWEEN : .....Perrys Berrys Ltd..... (The Employer)

AND : ..... (The Employee) E7.

## 1. Term of agreement

1.1 This agreement shall commence on the date specified in the Statement of Personal Terms in Schedule 1 of this agreement. The Employee's physical commencement of work date is also specified in Schedule 1 of this agreement.

1.2 Employment is on a **casual, as and when required basis and there is no expectation of ongoing work**.

The work performed under this agreement is intermittent or irregular and is **not continuous**. Each casual engagement is to be treated as a separate period of employment and a separate contractual engagement.

However, the parties agree that this casual agreement continues to reflect the terms and conditions between the parties and shall apply on each occasion the Employee agrees to work for the Employer, and shall remain in force until terminated by either party.

1.3 **The Employer is under no obligation to provide work.**

1.4 On being offered work the Employee may, but is not obliged to, accept work and must notify the Employer of their decision within such time fixed for that purpose by the Employer. Once work is accepted the Employee is committed to work.

1.5 This agreement shall replace all previously expressed contractual terms that may have existed prior to entering into this agreement. Each party acknowledges that this agreement contains the whole and entire agreement between the parties.

1.6 This agreement may only be varied by agreement between the parties in writing.

## 2. Title and Duties (Position)

The Employees Duties and Conditions of Employment are as described in Schedule 3 attached to the employment application.

In addition to Schedule 3, employees can expect to be involved in any horticultural activities required. This may include but not be limited to: weighing, cleaning and various other duties.

The Employee may perform any other duties reasonably requested by the employer.

## 3. Places of Work

3.1 The principal work location is detailed in the Statement of Personal Terms in Schedule 1 of this agreement.

3.2 The Employee agrees to work at other branches throughout New Zealand (on a temporary basis) as required or anywhere the Employer might reasonably request.

## 4. Times and Hours of Work

4.1 The parties agree that because the Employee is being employed on an as required basis, the Employee has no fixed hours of work, nor any minimum number of hours of work. The hours of work and days to be worked will be as agreed between the Employer and Employee from time to time. The Employee shall take all reasonable steps to be available when required.

4.2 The Employee's hours of work may be varied by the Employer, following consultation with the Employee.

4.3 Pursuant to section 69ZE, the Employee agrees that rest breaks and meal intervals will be taken as follows:

### **WORKING INSIDE:**

One paid 10 min rest break between two and four hours from start time. **OR**

One paid 10 min rest break and one unpaid 30 min meal break if the work period is between four and six hours.

**OR**

Two paid 10 min rest breaks and one unpaid 30 min meal break if the work period is between six and eight hours.

**WORKING OUTSIDE: (Break times are different as the work is hot and for your own health and safety additional breaks MUST be taken and will be deducted. Breaks may be taken in the paddock in the rows if required):**

One paid and one unpaid 10 min rest break between two and four hours from start time. **OR**

One paid and one unpaid 10 min rest break and another unpaid 30 min meal break if the work period is between four and six hours. **OR**

Two paid and two unpaid 10 min rest breaks and another unpaid 30 min meal break if the work period is between six and eight hours.

The Employee agrees that the above agreed times may be varied where it is not practicable to stop work, and in those circumstances the break shall be taken as soon afterwards as reasonably practicable. **The Employee**

**agrees to take the breaks recorded above and the Employer agrees to deduct the breaks recorded above plus any unpaid additional breaks the employee takes.**

4.4 The Employee will accurately complete time sheets recording working hours for each day of work, and will submit those time sheets to the Employer by the end of each day of work, or immediately upon request.

## **5. Remuneration Details and Deductions**

5.1 All wages or salary shall be paid by direct credit to the Employee's nominated bank account, or if not provided by cheque in accordance with the payment provisions of the Statement of Personal Terms in Schedule 1 of this agreement.

5.2 Details of the Employee's wage and salary calculations can be found in the Statement of Personal Terms in Schedule 1 to this agreement.

5.3 The Employee will be paid at an hourly rate plus holiday pay calculated at eight per cent of gross earnings. A breakdown of the two figures and the total Hourly Rate will be set out in Statement of Personal Terms in Schedule 1 of this agreement.

5.4 Where employment ends for any reason the Employee shall receive their final pay on the first pay day after termination.

5.5 i) The Employee authorises the Employer to make a deduction from the Employee's pay for; damage or loss to the Employer's, or a customer's premises, plant, stock or equipment, where such damage or loss has been caused by the Employee's misuse of machinery / equipment, failing to follow instruction, or reckless actions; or for any time the Employee is absent from work without good reason; or for time lost through the Employee's fault.

ii) In the event of an overpayment of wages to the Employee, the Employee authorises the Employer to deduct the overpayment from any subsequent payment due to the Employee, provided the Employee is given written notification of the Employer's intention to recover the overpayment and the amount to be deducted.

5.6 The employee authorises the Employer to make deductions from the Employee's pay for fruit purchases, transport costs and other charges where the employee has signed requesting these deductions be made.

5.7 The Employee agrees that the Employer is not required to deduct union fees from the Employee's pay.

## **6. Holidays and leave**

6.1 The Employee's holiday pay will be shown as an identifiable component of the Employee's pay in the Statement of Personal Terms in Schedule 1 of this agreement.

6.2 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 hourly or piece rate payments. The amount of holiday pay is **8% of gross pay**, which shall be paid less tax, at the same time as the Employee's hourly or piece rate payments. **The Employee's pay slip will identify the Employee's base hourly rate, and the separate holiday pay.**

## **7. Public Holidays**

7.1 The employee shall be entitled to be paid for the time actually worked on a Public Holiday at time and a half.

The Employee agrees that he or she is not entitled to an alternative holiday if he or she works on a public holiday.

This is because the Employee only works for the Employer when work is available and the Employee's work pattern is intermittent or irregular. A public holiday will not otherwise be a working day for the Employee

## **8. Sick and Bereavement Leave**

8.1 Casual employees are not entitled to sick leave or bereavement leave except where, over any six month period, they have worked at least an average of 10 hours a week and no less than one hour in every week or 40 hours in every month during that period. Sick and bereavement leave may be taken only when the Employee will be absent on a day when the Employee had agreed to work.

## **9. Policy and Rules**

9.1 The requirements contained in the Employee Handbook and any policies and procedures supplied by the Employer are incorporated into this agreement. The Employee must observe and comply with all rules, policies and procedures in force and failure to do so could result in dismissal. The Employer is entitled from time to time to amend, cancel or introduce such rules, policies and procedures as it considers necessary and such amendments will take effect when notified to the Employee.

## **10. Employee Obligations**

10.1 Under no circumstances must Employees come to work under the influence of alcohol or drugs (unless the drugs are prescribed by a doctor and the Employer has previously been advised in writing). No alcohol (unless permission has been granted in writing) or non-prescribed drugs are to be brought onto the premises of the Employer, **this includes inside cars in the carpark**. Employees must report to work in such a condition that they are able to perform duties properly and safely. If the Employer has reasonable grounds to believe that the Employee may be unfit to work (for any reason including that the Employee may be suffering from an infectious disease), or under the influence of drugs/alcohol, the Employer may require the Employee to immediately cease work and undergo medical examination (including testing for drugs / alcohol / infectious disease) by a person

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nominated by the Employer and not to report to work until the Employee is certified fit to work by an appropriate health professional. Further where the Employee is deemed by the Employer to be carrying out safety sensitive tasks or working in a safety sensitive area the Employer may carry out random drug and alcohol testing and in accordance with the Employer's policies. **The Employer is entitled to search both person and property on site including the car park areas.**

## 11. Privacy Obligations

11.1 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.

## 12. Health and Safety

12.1 Health and Safety at Work Act 2015.

Employer's obligations

(i) The Employer acknowledges it has many duties under the Health and Safety at Work Act 2015 which are detailed in the Employer's OSH system, which includes such things as an up to date written list of hazards, practical control instructions, procedures for monitoring and methods of training and supervision.

(ii) The Employer will provide and maintain a safe working environment for the Employee, through providing systems and procedures of OSH and train staff in those systems and procedures.

12.2 Employee's Obligations

(i) The Employee shall comply at all times with the Employer's OSH system. **The Employee must view the health and safety board located at the main employment office (5 Campana Rd) and understand all risks on site.**

(ii) The Employee shall ensure that all protective/safety equipment is worn/used whenever required for the purpose it was issued.

(iii) **The Employee must report to the Employer (complete an accident report at Perrys Berrys Ltd main employment office located at 5 Campana Rd), as soon as reasonably practicable after the occurrence of an incident involving an accident, work related injuries, irresponsible conduct endangering the health and safety of the Employee or any other person.**

## 13. Sale and purchase of business

13.1 If the Employer is proposing a sale, transfer or restructuring of its business so that Employee's work may be performed for a new Employer, the Employer will adhere to the following process when negotiating with the new Employer about the sale, transfer or restructure to the extent that it relates to affected Employees:

-The Employer will consult (where possible) with affected Employees regarding the proposed sale, transfer or restructuring.

-The Employer will negotiate with the new Employer regarding the possible transfer of affected Employees on the same terms and conditions of employment or whether the new Employer can offer alternative positions to Employees.

-The Employer will inform the Employee of the outcome of those negotiations

- If the Employee is not able to transfer, the Employer will consider what assistance if any will be available to those who do not transfer.

## 14. Redundancy

14.1 As a casual employee the Employee has no expectation of ongoing work from the employer and therefore no right to any compensation for redundancy.

## 15. Smoke Free Environment

15.1 Smoking is not permitted anywhere in the workplace. Employees who breach this policy may be subject to disciplinary action or dismissal. The workplace includes toilets, lifts and vehicles.

15.2 The Employer can designate certain places for smoking, provided that the public has no access to the place.

## 16. Social Networking and Blogging Restrictions and Confidential Information

16.1 Employees are not permitted to refer to the Employer in any social media forum except as expressly agreed by the Employer.

16.2 Employees are not permitted to identify any person associated with the Employer's business except as expressly agreed to by the Employer and the person concerned.

16.3 The Employee shall not, either during the period of his or her employment with the Employer or thereafter for whatever reason copy, publish, reveal or disclose to any person or entity any confidential information or use such information to his or her own benefit without the consent of the Employer or otherwise is necessary for the proper performance of the Employees duties.

16.4 At all times, the Employee must not breach the privacy of any persons associated with the Employer's business under the Privacy Act 1993.

## 17. Security

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17.1 All Employees are to secure doors and windows and turn off any equipment or machinery that must be turned off before leaving the building at closing time or when they are leaving the building outside the Employer's normal working hours.

17.2 The Employee is responsible for the security of his or her personal property and is advised not to leave money or valuables unattended or in places where they could be taken or interfered with.

17.3 The Employee agrees to permit the Employer to search, where the Employer has reasonable cause, the Employee's personal effects or vehicles which are on the Employer's premises, for property belonging to the Employer, or to customers other Employees, or to look for drugs or alcohol.

#### 18. Use of Surveillance Cameras

18.1 The Employer may use surveillance equipment including cameras, global positioning satellite, or telephone voice recording for safety and security reasons, performance monitoring and training purposes, as a deterrent, or to investigate loss / damage. The Employee is aware that he or she may be monitored by surveillance equipment while working for the Employer. The Employee consents to collection of information in this way. The Employer will abide by the provisions of the Privacy Act 1993 when collecting and storing such information.

#### 19. Obligations of Employee on Termination

19.1 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.

#### 20. Employment Relationship Problems

20.1 Any employment relationship problem shall be dealt with using the procedure detailed in Schedule 2 and referred to in the Employment Relations Act 2000. If the employment relationship problem is an alleged personal grievance, the Employee must raise the alleged personal grievance with the Employer within 90 days of the action occurring or the alleged personal grievance coming to the Employee's notice.

#### 21. This Employment Agreement

21.1 The Employee agrees to keep the terms of this employment agreement confidential.

21.2 The Employee acknowledges that he or she is aware that they are free to join a union.

#### 22. Force Majeure

22. Neither party is liable to the other for any failure to perform the party's obligations under this agreement by reason of circumstances beyond the party's reasonable control, including Acts of God, war, natural disaster, health epidemic or pandemic, or governmental actions

### CASUAL EMPLOYEES CONFIRMATION OF ENGAGEMENT

Employee's name: E8

Location: This confirmation of engagement is to be read in conjunction with the Individual Employment Agreement dated

E9. You will be working as a Casual horticultural employee working an irregular pattern of hours with no expectation of ongoing work.

Perrys Berrys Ltd Periods of Operation are generally:

Planting	between	10 April	and	05 June
Leaves	between	01 July	and	31 August
Straw	between	01 September	and	30 September
Harvest	between	15 September	and	31 January
Plant Nurseries	between	01 September	and	30 October

Duties include as specified by **[Reporting to department supervisor]** all horticultural work and other duties as described in the conditions of the employment contract.

The Employee may perform any other duties reasonably requested by the employer.

**This does not guarantee that work will be made available on any particular day or week.** This confirmation of engagement will also act as your time sheet on which you will record the date employed, start and finish times, total hours worked, and the type of task or project being worked on. Wages shall be paid at the remuneration rates recorded in the individual employment agreement. Holiday pay of 8% shall be paid weekly, in addition to wages, in full recognition of the Employer's obligation towards annual leave entitlement.

**I, acknowledge that:-**

I have had an adequate opportunity to read, consider and take independent advice before agreeing to the terms of this

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employment agreement, which records all of the terms agreed between us.

I 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.

I confirm that I am a New Zealand Citizen or have a valid work permit that covers the Term of this Agreement, or am otherwise legally permitted to work in New Zealand.

I have consented to my Employer making authorised deductions from my wages.

I have viewed this contract, the conditions of employment, Schedule 1 and 2 and understand the content included in them.

I am not automatically enrolled in Kiwisaver and will need to advise in writing if I would like Kiwisaver deductions made.

The Employer takes no responsibility for items confiscated, they should not be brought into the workplace eg phones, jewellery, watches etc.

If I would like an additional photocopy of my contract it is available on request.

Employee's signature \_\_\_\_\_ Date \_\_\_\_\_ E10

Employer's signature \_\_\_\_\_ Date \_\_\_\_\_

#### **18 and 19 YEAR OLDS ONLY**

Employee's signature \_\_\_\_\_ Date \_\_\_\_\_ E11

18 and 19 year old Employees ONLY to sign above and record below what details they have attached to this application **if any** confirming they have completed six months of continuous employment with a single employer. Note: signing above gives Perrys Berrys Ltd and its office employees authority to contact your previous employers and request confirmation of your employment and other information.

### **Schedule 1: Statement of Personal Terms**

Mandatory terms

Date of this Employment Agreement: \_\_\_\_\_ E12

Date of intended Physical Commencement of Work (weather and production dependant): \_\_\_\_\_ E13

If this date is not known when you apply and request a copy of your contract please come back for us to complete it for you.

Principal Work Location: 185 Clevedon Takanini Rd (Garden) and 5 Campana Rd, Wiri (Packhouse).

Time of Rest and Meal Breaks:

#### **WORKING INSIDE:**

One paid 10 min rest break between two and four hours from start time. **OR**

One paid 10 min rest break and one unpaid 30 min meal break if the work period is between four and six hours.

**OR**

Two paid 10 min rest breaks and one unpaid 30 min meal break if the work period is between six and eight hours.

**WORKING OUTSIDE:** (Break times are different as the work is hot and for your own health and safety additional breaks **MUST** be taken and will be deducted. Breaks may be taken in the paddock in the rows if required):

One paid and one unpaid 10 min rest break between two and four hours from start time. **OR**

One paid and one unpaid 10 min rest break and another unpaid 30 min meal break if the work period is between four and six hours. **OR**

Two paid and two unpaid 10 min rest breaks and another unpaid 30 min meal break if the work period is between six and eight hours.

The Employee agrees that the above agreed times may be varied where it is not practicable to stop work, and in those circumstances the break shall be taken as soon afterwards as reasonably practicable. **The Employee agrees to take the breaks recorded above and the Employer agrees to deduct the breaks recorded above plus any unpaid additional breaks the employee takes.**

Frequency of Payment of Remuneration: The Employee's pay shall be paid weekly on Wednesday (except in the case of a public holiday where pay will be delayed to allow for processing). Payment will be made into a bank account nominated by the Employee or by Cheque.

Remuneration:

Employees **aged 16 and over who are NOT starting out workers or trainees** shall be paid according to an hourly rate which shall be **\$17.70 per hour** plus holiday pay calculated at 8% of Gross Earnings of \$1.416. Total Hourly Rate (including holiday pay) \$19.116 **or by bonus piecerate described in the conditions of employment** whichever is greater.

Employees **aged 16 and 17 who have not yet completed six months of continuous employment with their current employer (Perrys Berrys Ltd)** shall be paid according to an hourly rate which shall be **\$14.16 per hour** plus holiday pay calculated at 8% of Gross Earnings of \$1.1328. Total Hourly Rate (including holiday pay) \$15.2928 **or by bonus piecerate described in the conditions of employment** whichever is greater.

Employees **aged 18 and 19 who have been paid a specified social security benefit for six months or more and who have not yet completed six months of continuous employment with any employer since they started being paid a benefit** shall be paid according to an hourly rate which shall be **\$14.16 per hour** plus holiday pay calculated at 8% of Gross Earnings of \$1.1328. Total Hourly Rate (including holiday pay) \$15.2928 **or by bonus piecerate described in the conditions of employment** whichever is greater.  
Once they have completed six months continuous employment with a single employer they shall be paid according to an hourly rate which shall be **\$17.70 per hour** plus holiday pay calculated at 8% of Gross Earnings of \$1.416. Total Hourly Rate (including holiday pay) \$19.116 **or by bonus piecerate described in the conditions of employment** whichever is greater.

It is the employees responsibility to provide the employer with written evidence confirming if they have completed six months of continuous employment with a single employer. If this information is not provided it will be assumed that the employee has not completed six months continuous employment with a single employer.

The bonus piecerate payment is able to be gained from the first day of work if the Employee reaches the quality and production levels required. The bonus piecerate is calculated across the pay period and may be averaged across that period at the sole discretion of the Employer.

If hourly wages are paid the start time is the time an Employee commences working (either in the field or the packhouse) after reporting to their supervisor and not as they log on to the log on machine.  
It is the Employees responsibility to produce enough to earn at least the minimum wage in order to retain their position. The production rate required varies based on weather and fruit / plant size among other factors and the Employees production progress will be updated daily on the notice board or by a supervisor, if you are unsure please see the employment office.

8 Percent Holiday Pay on top of Remuneration: as described above.

Total Remuneration with Holiday Pay: as described above.

Time sheets to be completed and given to the Employer: immediately upon request.



## **Schedule 2: Resolving an Employment Relationship Problem**

This is the plain language explanation about the services available for resolving employment relationship problems as required by the Employment Relations Act 2000.

'Employment Relationship Problems' include such things as personal grievances, disputes, claims of unpaid wages, allowances or holiday pay.

Where the Employee or Employer believes that there may be an employment relationship problem, either party may wish to call a meeting with the other party to discuss the problem to ensure that there is a problem and not just a misunderstanding. If there is a problem, this should be raised as soon as possible with the other party.

Either party may wish to discuss the situation with someone else. Both parties can obtain information or advice on employment matters from a number of sources including friends, family, employment advocates, lawyers, unions, and the Ministry of Business, Innovation and Employment (0800 209 020).

If the parties have had a meeting but are unable to resolve the problem by talking to each other, either party may contact the Ministry of Business, Innovation and Employment who can provide information and refer the parties to mediation. A mediator can help the parties resolve the problem.

If the employment relationship problem is a personal grievance, the Employee must raise the personal grievance with the Employer within 90 days of when the facts that gave rise to the personal grievance occurred or came to the Employee's attention. A personal grievance can only be raised outside this timeframe in exceptional circumstances.

If mediation is unable to resolve the problem, either party can refer the problem to the Employment Relations Authority for investigation who may issue a determination. If either one of those parties is not happy with the Employment Relations Authority's determination, they can refer the matter to the Employment Court and then to the Court of Appeal.

**Schedule 3: Follows on next pages.....**

Use this form if you're receiving salary or wages as an employee.

Don't use this form if you're a contractor or use a WT tax code, you'll need to use the *Tax rate notification for contractors* (IR330C) form.

## Once completed:

**Employee** Give this form to your employer.

If you receive a payment such as a benefit or superannuation, return this form to Work and Income.

**Employer** Do not send this form to Inland Revenue. You must keep this completed IR330 with your business records for seven years following the last wage payment you make to the employee.

When an employee hands you this form you must change their tax code, even if you have received different advice in the past.

## 1 Your details

First name/s (in full)

Family name

IRD number

(8 digit numbers start in the second box. 1 2 3 4 5 6 7 8 )

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## 2 Your tax code

You must complete a separate *Tax code declaration* (IR330) for each source of income

**Choose only ONE tax code** Refer to the flowchart on page 2 and then enter a tax code here.

If you're a casual agricultural worker, shearer, shearing shedhand, recognised seasonal worker, election day worker or have a special tax code refer to "Other tax code options" at the bottom of page 2, choose your tax code and enter it in the tax code circle.

Tax code



## 3 Your entitlement to work

I am entitled under the Immigration Act 2009 to do the work that this tax code declaration relates to (tick the box that applies to you).

☐ I am a New Zealand or Australian citizen or am entitled to work indefinitely in New Zealand.

☐ I hold a valid visa with conditions allowing work in New Zealand.

Find out whether you are entitled to work in New Zealand by calling 0508 558 855 or 09 914 4100.

Your employer can check your work entitlement status through VisaView [www.immigration.govt.nz/visaview](http://www.immigration.govt.nz/visaview) if they are registered for this service, or by calling Immigration New Zealand on one of these numbers:

Auckland toll-free calling area	09 969 1458
Wellington	04 910 9916
Other parts of New Zealand	0508 WORK NZ

Your employer may also ask you for additional evidence about your entitlement to work status.

**Note to employers:** It is an offence to employ someone who is not entitled to work under the Immigration Act 2009. An employer has a defence if the employer did not know the person was not entitled to work, took reasonable precautions and exercised due diligence to ascertain whether the person was entitled to do the work. Relying solely on this IR330 form does not constitute reasonable precautions or due diligence. Instead, employers may check entitlements using the online VisaView service ([www.immigration.govt.nz/visaview](http://www.immigration.govt.nz/visaview)) or by contacting Immigration New Zealand or by seeking documentary evidence.

## 4 Declaration

Signature

		2	0
Day	Month	Year	

Please give this completed form to your employer. If you don't complete Questions 1, 2 and 4, your employer must deduct tax from your pay at the no-notification rate of 45 cents (plus earners' levy).

### Privacy

Meeting your tax obligations means giving us accurate information so we can assess your liabilities or your entitlements under the Acts we administer. We may charge penalties if you don't.

We may also exchange information about you with:

- some government agencies
- another country, if we have an information supply agreement with them
- Statistics New Zealand (for statistical purposes only).

If you ask to see the personal information we hold about you, we'll show you and correct any errors, unless we have a lawful reason not to. Call us on 0800 377 774 for more information. For full details of our privacy policy go to [www.ird.govt.nz](http://www.ird.govt.nz) (keyword: privacy).

# **NOTICE TO ALL EMPLOYEES - WAGES**

## **EMPLOYEES WORKING ON WEDNESDAY**

**COLLECT YOUR PAY AT THE END OF THE  
WORK DAY**

## **EMPLOYEES NOT WORKING ON WEDNESDAY**

**MAY PICK THEIR PAY UP ON  
THURSDAY BETWEEN 12-12.30 ONLY**

**OR**

**COLLECT PAY FROM THE PACKHOUSE ON  
THURSDAY, FRIDAY AND SATURDAY  
BETWEEN 12 AND 12.30 ONLY.  
YOU MUST BRING IDENTIFICATION.**

## **EMPLOYEES UNABLE TO COLLECT PAY**

**THE PERSON PICKING UP THE PAY  
MUST BRING A LETTER GIVING THEM  
PERMISSION TO COLLECT YOUR PAY.  
AT THE TIMES NOTED ABOVE.  
YOU MUST BRING IDENTIFICATION.**

**PLEASE WRITE YOUR EMPLOYEE NUMBER  
ON THE LETTER AND SIGN IT.**

**OR**

## **PAY CAN BE POSTED**

**PLEASE NOTE: IF PAY IS POSTED IT WILL HAVE TO BE BANKED**

**SIGNED \_\_\_\_\_ E14**

## **PERRYS BERRYS LIMITED**

### **SCHEDULE 3 -TRIMMING & COUNTING**

<b>I AGREE AND ACCEPT THAT THE FOLLOWING ARE CONDITIONS OF EMPLOYMENT WITH PERRYS BERRYS LTD</b>
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#### **I WILL**

PUT two crate cards on each of my crates trimmed (if counting one card).

PUT all reject plants in the CRATE on the floor by me.

PUT the correct number of plants in a crate (if counting).

Be able to do any horticultural work which may include cleaning the site if required.

#### **NOTE :**

You are not recorded as starting work until you report to your Supervisor and start working.

**TRIMMING PIECERATE will be at least \$0.025 per plant.**

**COUNTING PIECERATE will be at least \$0.009 per plant.**

**PENALTY RATE staff will be paid minimum hourly rate as per contract.**

All staff who continually produce poor work for example not counting or trimming properly and whose performance does not improve will be paid a PENALTY rate on each day their work remains below standard.

Staff must ensure to log in and out at beginning and end of your shift AND report to your supervisor. This includes getting your EE card scanned at each break (if your card is not scanned you will only be paid to the last scan we have for you).

PLEASE NOTE: We require staff that can work a full day. If you are unable to work a full day then please do not apply to work in Trimming or Counting.

<b>I AGREE AND ACCEPT THE CONDITIONS ABOVE AND THAT IF I DO NOT LOG IN AND OUT AND REPORT TO A SUPERVISOR I WILL NOT BE PAID</b>
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<b>EE Signature</b>	<b>E12</b>
<b>EE No.</b>	<b>S9</b>

# PERRYS BERRYS LTD

## SCHEDULE 3 - PACKERS

**PACKERS PIECERATE - 0.084 cents per punnet MINIMUM**

**PLEASE NOTE THE FINISH TIME WILL DEPEND ON THE NUMBER OF BINS HARVESTED. AS THE FRUIT IS PACKED 7 DAYS A WEEK, PRIORITY TO WORK WILL BE GIVEN TO CASUALS WHO ARE AVAILABLE TO WORK ON BOTH DAYS OF THE WEEKEND, AND COMPLETE FULL DAYS OF WORK.**

### PACKERS RESPONSIBILITIES

1. Ensure that they obtain a PACKER CARD from their Supervisor and keep this for the remainder of the season. Lost PACKER CARDS will be charged at \$2.00 each and deducted from pay.
2. Receive from their Supervisor a receipt for each stack of punnets they are allocated. Retain these receipts as evidence of punnets packed on any day in order to calculate your pay.
3. At the end of the day return your crate containing scales and punnets remaining to the punnet allocation desk.
4. The Packer must report to their Supervisor if their scales are broken. It is agreed and acknowledged that scales not returned or reported as lost will be charged to the packer at the rate of \$250.00.
5. To ensure you log in and out at beginning and end of your shift AND report to your supervisor. This includes getting your EE card scanned at each break (if your card is not scanned you will only be paid to the last scan we have for you).
6. **All staff must wear a hair net which covers all hair.** Staff members who continually loose nets will be charged at the rate of \$1 per net.
7. All staff must use hand sanitisers before handling fruit.
8. All staff who continually produce poor quality work and whose performance does not improve will be paid a PENALTY rate (minimum hourly rate as per the contract).
9. Staff MUST NOT wear any jewellery other than a plain wedding band with no stones in it. No nail polish can be worn at any time. No fake nails. This will be STRICTLY ENFORCED.
10. No Bags to be taken into the packhouse, only water is allowed.
11. Cellphone use is not allowed at any time during work hours.
12. Those Packers NOT seated in Priority Packer Seats who make piecerate may be paid a higher rate, than those in the Priority Seats.
13. Cellphones and Jewellery found on site will be confiscated and we take no responsibility for these items.

**I AGREE AND ACCEPT THAT IF I DO NOT LOG IN AND OUT AND REPORT TO A SUPERVISOR I WILL NOT BE PAID**

**EMPLOYEE SIGNATURE** \_\_\_\_\_

**E12**

**S9**

**EMPLOYEE NO.** \_\_\_\_\_

# PERRYS BERRYS LTD

## SCHEDULE 3 - PROCESS

All staff are expected to load fruit onto the unit.

All staff are paid hourly but a group BONUS PIECERATE HOURLY RATE may be set if staff meet the minimum production requirements in a day. This RATE will be at least the minimum hourly rate as per the contract.

Staff members will be rostered by the Supervisor to clean the process area at the end of the day. Staff will take turns at cleaning.

**All process staff must wear a hair net which covers all hair.**

Staff members who are provided with equipment (at our discretion) and continually loose equipment will be charged at the rate of:

Hair net	\$1.00
Aprons	\$2.00
Gloves	\$3.00
Id Card	\$2.00

**NO JEWELLERY IS PERMITTED - INCLUDING  
WATCHES, EARRINGS AND RINGS**

All staff must use hand sanitisers before handling fruit.

No nail polish is to be worn at any time. No fake nails.

Staff must ensure to log in and out at beginning and end of your shift AND report to your supervisor. This includes getting your EE card scanned at each break (if your card is not scanned you will only be paid to the last scan we have for you).

PLEASE NOTE: We require staff that can work a full day. If you are unable to work a full day then please do not apply to work in process.

No Bags to be taken into the packhouse, only water is allowed in approved approved bottles.

Cellphone use is not allowed at any time during work hours.

Cellphones and Jewellery found on site will be confiscated and we take no responsibility for these items.

<b>I AGREE AND ACCEPT THAT IF I DO NOT LOG IN AND OUT AND REPORT TO A SUPERVISOR I WILL NOT BE PAID</b>	
<b>EMPLOYEE SIGNATURE</b>	<b>E12</b>

**S9**

**EMPLOYEE NO.**