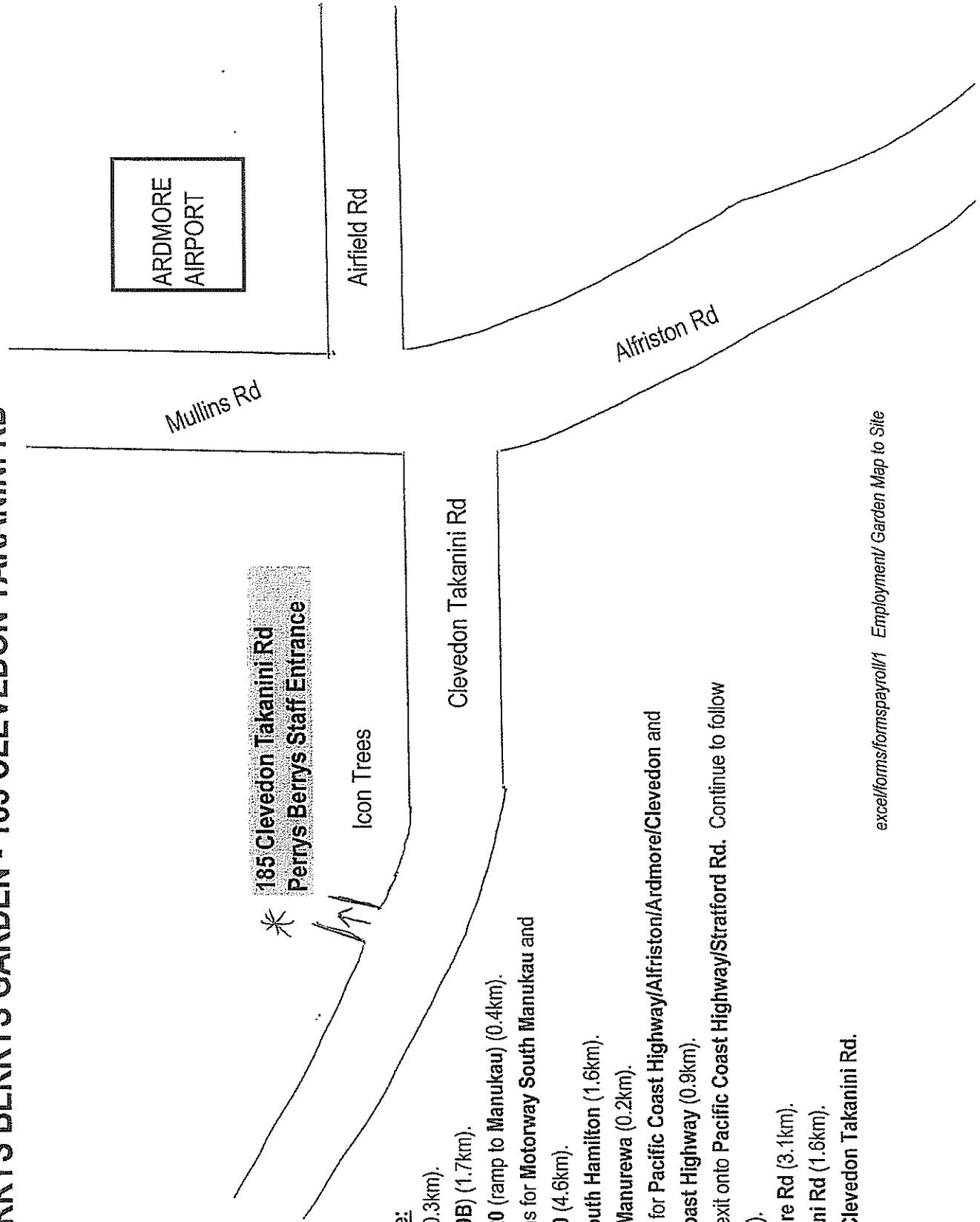


DIRECTIONS TO PERRYS BERRYS GARDEN - 185 CLEVEDON TAKANINI RD



Directions by Car from Packhouse:

1. Drive back down Campana Rd (0.3km).
2. Turn left (onto State Highway 20B) (1.7km).
3. Turn right onto State Highway 20 (ramp to Manukau) (0.4km).
4. Keep right at the fork, follow signs for Motorway South Manukau and merge onto State Highway 20 (4.6km).
5. Merge onto State Highway 1, South Hamilton (1.6km).
6. Take exit 451 for Hill Rd toward Manurewa (0.2km).
7. Keep left at the fork, follow signs for Pacific Coast Highway/Alfriston/Ardmore/Clevedon and merge onto Hill Rd/Pacific Coast Highway (0.9km).
8. At the roundabout, take the 2nd exit onto Pacific Coast Highway/Stratford Rd. Continue to follow Pacific Coast Highway (4.6km).
9. Turn right onto Alfriston-Ardmore Rd (3.1km).
10. Turn left onto Clevedon-Takanini Rd (1.6km).
11. Destination on your right - 185 Clevedon Takanini Rd.

excel/forms/forms payroll/1 Employment/ Garden Map to Site

Yours to Keep.

EE NEW STARTERS Instructions - Garden

Yours to keep

WHERE YOU COMPLETE YOUR FORM IS NOT WHERE YOU WILL BE WORKING, ITS ONLY A FEW MINUTES DOWN THE ROAD PLEASE MAKE SURE YOU GET A MAP TO GET THERE.

PLEASE TAKE YOUR ID AND SHOW TO THE GARDEN SUPERVISOR TO BE ENROLLED.

GENERAL INFORMATION:

- Work is on a casual basis - there is no guarantee of on going work.
We will attempt to ring you and let you know if work isn't available but may not always reach you.
- Priority to work is given to staff who can work both days of the weekend and stay to finish a full day, finish time depends on how many bins picked, you may need to stay late.
- To maintain your position you must produce enough to earn at least the minimum wage, your progress will be updated on the board or by a supervisor.
- We reserve the right to search your property and person (including bags, car etc).
- NO alcohol is to be kept on site, this includes in your car.
- Drinking water if needed while on site is only to be taken from the filtered tap by the main container office.

PAYMENT:

- Paid hourly, but if you reach BONUS piecerate (work faster and well) you will be paid a higher piecerate rate from the first day of work, for each day you reach that BONUS rate - please refer to your contract.
- Breaks - please ensure you take them as per your contract as they will be deducted (most breaks are unpaid please read contract). If needed the breaks can be taken in the rows or at the end of the rows.
- Hours worked - you are paid from the time you start working, not the time you place your hand in the machine to verify that you are on site.
- Days worked Monday to Sunday are paid on the following Wednesday.
- Pay is AFTER work on a Wednesday if you are working, if you are not working its between 12-12.30 on Thursday ONLY. If you can not come at this time you can send someone with a note signed by you confirming they can collect it and some ID or we can cross and post the cheque.
- If you have a query please fill out a wage query form and provide information on your hours worked, breaks taken, rows worked on, number of punnets picked per row so we can verify this against our timesheets, cameras and supervisors notes.
- Kiwisaver - as you are a casual employee we do not automatically make deductions for Kiwisaver.
If you want these deductions to be made you need to fill out a form to let us know.

EACH DAY:

- MUST NOT wear any jewellery (other than a plain wedding band) or nail polish.
This is a food safety issue and you will not be able to work if this criteria is not meet.
- NO bags to be taken into the garden except clear plastic bags.
- MUST bring wet weather gear to work in the rain if needed.
- MUST NOT bring children to the garden.
- Cellphones must not be used during work hours.
- MUST register your hand in the log in machine at the start and end of work.
- MUST get your sticker scanned by the supervisor at the start of each row you work on.
- MUST keep a record of each row you have worked on and how many trays picked in each.
- MUST wash your hands with hand sanitizer BEFORE you touch the fruit.
- MUST advise the employment office immediately of any sickness or cuts / open wounds.

FIRST DAY:

- Make sure you have no jewellery or nail polish on.
- Please come at the time the person advises you to.
- Please clock in and collect your stickers from the printer.
- Please go to the block that is being picked and get your sticker scanned by the supervisor so you can start picking a row.

ANY JOB:

- MUST NOT stand on the rows.
- MUST NOT save rows for other people, one person is scanned one row.
- MUST NOT take too many stickers (waste them).
- MUST check the board near the hand machine to see your kilos / metres & any notes on your work.
- MUST work to the instructions on the piecerate board where your piecerate information is held (near clock in machine).
- MUST keep a record of the rows you have done.

PICKING:

- MUST pick properly, not overfill the punnets or damage the fruit, or pick the wrong colour.
- MUST NOT pick with gloves on, it will damage the fruit.
- MUST make sure the green part of the fruit isn't pullet out (calyx) when you pick it.
- MUST NOT hold fruit in your hands, MUST pick straight into a punnet.
- MUST put a paper number with your employee number on it in the bottom of one punnet in your tray.
- MUST NOT throw the fruit away if its damaged, put it in the punnet we will sort it at the packhouse.
- MUST NOT take or eat fruit from the garden.

PLANTING:

- PLANT all plants given to you properly. DO NOT plant them too deep or too high - check the board for the picture of how to plant and ask your supervisor.
- DO NOT drop plants in the rows.
- DO USE the planting tool allocated to you.
- DO return your planting tool to the supervisor and sign the form (or you will be charged for it).
- DO push in any plants that are loose.
- DO half of one row at a time i.e. go down one side and up the other.
- DO NOT stand, lean or kneel on rows.
- DO put your label at each end of the row you worked on.

LEAVES:

- **DO NOT PULL OUT PLANTS.**
- REMOVE all dead leaves.
- REMOVE all weeds.
- HOLD plants with one hand and remove dead leaves and weeds with the other hand.
- DO push in any plants that are loose.
- DO half of one row at a time i.e. go down one side and up the other.
- DO NOT stand, lean or kneel on rows.
- DO put your label at each end of the row you worked on.

STRAW:

- Spread all straw out evenly.
- Make sure there are no areas left without straw.
- Once spread nicely (not too thick or thin) if there is too much straw leave it at the end of the row.
- DO NOT leave the straw in lumps.
- NO SMOKING near straw.
- DO put your label at each end of the row you worked on.

SAFETY:

- If you have any illnessess that could be transmitted through food, advise the supervisor in the employment office at the packhouse.
- MUST watch out for the tractors at all times as it can be hard for the drivers to see you.
- If you have an accident you must report it to the supervisor in the employment office at the packhouse.

NOTE ANY CELLPHONES OR JEWELLERY FOUND IN THE GARDEN WILL BE CONFISCATED AND WE TAKE NO RESPONSIBILITY FOR THEM.

NOTE: this is some basic information for you, please refer to your contract for more full information.

PLANTING / PICKING / GARDEN WORK

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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:

PREVIOUS EXPERIENCE:

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

PLANTING / PICKING / GARDEN WORK

I:\Data\Excel\Manuals Payroll Employment Contracts\Employment Contracts (FULL) ready to print

SECTION 2 - SUPERVISOR TO COMPLETE - OFFICE USE ONLY

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

ATTEMPTS TO CONTACT PERSON (Please record date, time, who spoke to etc)	
1	Date: Time: Ph No: Supervisor:
2	Date: Time: Ph No: Supervisor:
3	Date: Time: Ph No: Supervisor:
4	Date: Time: Ph No: Supervisor:
Person is: <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 piecework 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 piecework 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

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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8.

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 bought 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 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) 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 (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 _____

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PERRYS BERRYS LIMITED

SCHEDULE 3 - PICKERS

PICKERS PIECERATE

MINIMUM RATE .40 cents per kilo

PLEASE NOTE: AS THE FRUIT IS PICKED 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.

1. Pickers **MUST** wash their hands with hand sanitiser **BEFORE** they touch the fruit.
2. Pickers must not:
 - Stand on tops of Rows
 - Stand on irrigation lines
 - Hold fruit in hands **AND** must use punnets
 - Wear Gloves and **MUST** use sanitizer on their hands
 - Fight
 - Bring children to Garden
 - Miss Rows
 - Save Rows for other people
 - Damage Fruit
 - Eat or take Fruit from the Garden
 - Take more stickers than required or stick stickers in the bottom of punnets. If more stickers are taken than required then there will be a charge of 10 cents per label.
 - Bring bags, only clear plastic bags are allowed.
3. Pickers who constantly damage fruit will be paid a penalty rate (minimum hourly rate as per the contract).
4. Pickers are required to pick in all weather, including the rain.
Please bring your own raincoat and boots.
5. Ensure you log in and out on the Log in Machine.
Ensure that you get your row number and picking sticker scanned by the supervisor as you start your row.
Ensure that you put picker stickers on your picking basket.
These are all to calculate your pay.
6. Pickers must put paper numbers in the bottom of the punnets in their picking baskets **AND** keep records of the number of trays picked in each block for each row number (forms are available from the office). Queries relating to baskets harvested are not able to be investigated unless this is done.
7. Breaks are as per the employment contract and must be taken.
8. Pickers **MUST** check the staff notice board in the cafeteria for their rates and quality records.

	E12
EMPLOYEE SIGNATURE	

PERRYS BERRYS LIMITED

SCHEDULE 3 - PLANTING

**I AGREE AND ACCEPT THAT THE FOLLOWING ARE
CONDITIONS OF EMPLOYMENT WITH PERRYS BERRYS LTD**

I WILL NOT

Stand on tops of rows or irrigation lines
Miss Rows or Planting holes
Fight or bring children to the garden
Bring alcohol to the garden

I WILL

Work in all weather (INCLUDING RAIN)
Bring a raincoat and boots, or a change of clothes

Priority to work will be given to staff that are available to work the full day.

Log in and out on the LOG IN machine and report to a Supervisor before the start and finish of work.
You are not recorded as starting work until you report to your Supervisor and start working.

Stick row labels at BOTH ends of each row and will put a row label at the end of where my work finishes if the row is not finished.

Keep records of the row numbers planted on each day (forms are available from the packhouse office). Queries relating to rows planted are not able to be investigated unless this is done.

Return the planting tools to the OFFICE or a charge of \$10 will be deducted from wages for tools not returned.

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

NOTE

PLANTING PIECERATE will be at least \$0.24 per metre.
LEAVES PIECERATE will be at least \$0.14 per metre.
STRAW PIECERATE will be at least \$0.055 per metre.

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

STAFF MUST check the staff notice board in the cafeteria for their rates and quality records.

All staff who continually produce poor work and whose performance does not improve after a written warning will be paid a PENALTY rate on each day their work remains below standard.

Breaks are as per the employment contract and **must be taken.**

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

EE Signature

E12

EE No.

S9