

KELLY SERVICES (NZ) LIMITED

Individual Employment Agreement – General Terms and Conditions of Employment

2.5 The employee acknowledges that once they have accepted an assignment they will abide by the terms and conditions outlined in this Agreement.

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This Agreement is made between:

_____ (“the Employee”) and Kelly Services (NZ) Limited (“the Employer”)

The following terms and conditions of my temporary employment, read in conjunction with the Health & Safety and Temporary Employee Induction Booklets, will bind me, as an employee of Kelly Services (NZ) Limited (“Kelly Services”), when on Assignment for any third party (“Client”) of Kelly Services.

Section 1 ~ Introduction

- A) This Agreement applies to all subsequent assignments, accepted by the employee.
- B) The employee agrees to be bound by the General Employment Conditions of Kelly Services when employed on assignment for any third party (“Client”). The employee acknowledges and undertakes that:

1. EMPLOYMENT

- 1.1 Employment will take place at Client work locations as directed by Kelly Services.
- 1.2 The employee's employment with Kelly Services commences at the beginning of an assignment at the place where it is to be carried out and ends on termination of that assignment at the place where it is carried out. Kelly Services will provide the employee with an approximate assignment duration as set out in Schedule 1 (Confirmation of Assignment) to this Agreement. However, at any time the period of an assignment may alter in accordance with our client's needs.
- 1.3 The employee accepts that at all times whilst on assignment they are a temporary and casual employee of Kelly Services and as such, are not entitled to receive any payment or compensation for redundancy or certain entitlements under the Holidays Act 2003 (as set out in this Agreement). The employee accepts that no guarantee of assignment duration or continuous employment has been given or implied by this Agreement.

2. ASSIGNMENTS

- 2.1 A description of the work the employee will be required to undertake on each assignment will be outlined prior to the employee's acceptance of any assignment, and documented in Schedule 1 to this Agreement. This Schedule may be amended and replaced from time to time for new assignments.
- 2.2 The employee acknowledges that from time to time assignments will be offered to them that will vary and may not always utilise their full range or preferred skills, which maybe due to a variety of reasons, including rehabilitation.
- 2.3 The employee acknowledges that they are under no obligation to accept any period of employment on an assignment that is offered by Kelly Services (unless it is part of the Kelly Services rehabilitation program). Kelly Services is under no obligation to offer any period of employment on an assignment at any time, but may do so at its discretion if work is available and the employee's services are required.
- 2.4 The hours, days and times of employment on assignment will be provided to the employee prior to his or her acceptance of any assignment, and documented in Schedule 1 to this Agreement.

Section 2 ~ Code of Conduct

3. CODE OF CONDUCT

- 3.1 In an organisation such as Kelly Services, it is necessary to set policies, procedures and rules to meet the needs of our clients and ourselves. Conduct that threatens health, safety and/or security of our employees and our clients is unacceptable. Kelly Services will also not tolerate any action with clients who may threaten our relationship, actual or potential.
- 3.2 During the term of this Agreement the employee shall honestly and diligently perform the duties requested of them and shall;
- report to work at the hours stipulated by Kelly Services; and
 - faithfully serve and promote the interests of Kelly Services; and
 - act in accordance with any policies determined and any directions given to the employee by Kelly Services; and
 - not enter into any other employment agreement or relationship or activity that could bring the employee into conflict with his/her obligations under this Agreement or adversely affect the employee's duty of fidelity to Kelly Services; and
 - comply with all policies, procedures, rules, instructions and directions, with particular regard to safety and health policies and procedures, of Kelly Services and/or the Client that are in force at the time; and
 - not make any statement or take any action intended to, or likely to adversely affect the business or reputation of Kelly Services, its clients, or any employee.
- 3.3 Any breach of this clause will be treated as serious misconduct and may result in termination of employment without notice during any assignment, or the employee not being offered any further assignments.

4. COMPLETION OF ASSIGNMENTS

- 4.1 Once the employee accepts a period of employment on an assignment, the employee is obligated to make every effort to complete the assignment.
- 4.2 If for any reason the employee finds that they are unable to start or complete a short-term assignment (less than 4 weeks), the employee will notify Kelly Services and give a minimum of (2) two working days notice. Failure to do this may result in the employee not being offered further assignments with Kelly Services.
- 4.3 If the employee is unable to complete a long term Assignment (4 weeks or longer) the employee will provide Kelly Services with five (5) working days notice, prior to them terminating the assignment. Failure to do this may result in the employee not being offered further assignments with Kelly Services.
- 4.4 If the employee is no longer available to accept assignments, the employee will notify Kelly Services in writing and Kelly Services will remove the employee's name from the company's files and not offer them any further assignments.
- 4.5 The employee accepts that the assignment length may be varied, shortened or terminated without notice and/or reasons being given to them.

5. DIFFICULTY ON ASSIGNMENTS

- 5.1 Should the employee have difficulty or a problem while on an assignment the employee will contact Kelly Services immediately for assistance.

6. PERSONAL PHONE CALLS

- 6.1 The employee accepts that they may only make personal calls during assignments when absolutely essential, with the permission of the client, and the employee will reimburse any costs incurred to the Client.

7. PUNCTUALITY

- 7.1 If the employee is late for an assignment the employee will advise Kelly Services immediately, not the client, prior to the assignment start time to enable arrangements to be made for a suitable replacement. Failure to do so could result in not being considered for future assignments.

Section 3 ~ Remuneration

8. REMUNERATION

- 8.1 The employee agrees that their wages shall be based solely on the hours worked on each assignment. Unless otherwise agreed in advance, while on assignment the employee will be paid for the actual time worked. The employee is not entitled to remuneration when not working on an assignment provided by Kelly Services.
- 8.2 The employee will be advised of his/her hourly pay rate prior to accepting any assignment, and this will be documented in Schedule 1 to this Agreement. At times special allowances may apply to an assignment and these will be discussed with the employee prior to the commencement of the assignment and documented in Schedule 1.
- 8.3 No wages will be paid to the employee unless the employee presents to Kelly Services a timesheet submitted online through Kelly WebBase system; manual timesheet; ADi system or client letterhead completed with the hours worked and approved by the client and the employee. The employee must ensure that Kelly Services receives the time sheet or letter, either online, fax, post or delivered, no later than 9.30am Monday. If Kelly Services has not received the timesheet by this time, the employee will be paid the amount due the following pay week.
- 8.4 The employee acknowledges that the actual hourly rate may vary with each assignment (as set out in each applicable Schedule 1) and the Kelly Services pay week is Monday through to Sunday with the employee's weekly wages direct credited to their nominated bank account by Wednesday of the following week. Alternatively the employee may choose to have a cheque posted to their home address every Wednesday. Regardless of the method of payment a payslip will be distributed every Wednesday by email or if specifically requested, by post to employee's home address.
- 8.5 If a client specifies a pay week that will differ from Kelly Services, that is, not a Monday to Friday working week, the employee's pay may be divided into different pay weeks. For example, if the client's pay week was from Thursday to Wednesday, Kelly Services will process the pay as usual on the Monday for the first 4 days of the first half of the client's week, and the other 3 days within the next pay week.
- 8.6 If a public holiday occurs during the pay processing cycle, the pay-day will be at a later date, which Kelly Services will endeavour to notify the employee. For example, if Christmas and Boxing Day fall on a Monday and Tuesday, the pay-day will be two days later.
- 8.7 In the event of any overpayment occurring for whatever reason, or any debt being owed to Kelly Services by the employee, Kelly Services shall be entitled, after notifying the employee, to recover such debt or overpayment by making deductions from wage payments and subsequent pay periods or from any final payment due at termination.

- 8.8 In the event that Kelly Services is required to undertake action for the recovery of outstanding debts from the employee, the actual costs and disbursements incurred by the employer shall be recoverable by Kelly Services from the employee.

9. EXTENSION OF HOURS WORKED

- 9.1 If the employee is requested by the Client to work hours in excess of the scheduled hours of the assignment, or in excess of nine hours per day or forty five hours per week on an assignment, the employee will immediately advise Kelly Services before the employee commences any additional work.
- 9.2 An assignment may involve work over a variety of rosters, that is, day, evening and/or weekend work. In such cases, Kelly Services will notify the employee prior to their acceptance of the assignment and this will be documented in Schedule 1 to this Agreement.

Section 4 ~ Leave

10. SICK/BEREAVEMENT LEAVE

- 10.1 In light of the temporary and casual nature of the employee's employment during any assignment, it is not anticipated that the employee will meet the entitlement thresholds set out in the Holidays Act 2003 in relation to sick and bereavement leave. However, if the employee does meet those thresholds, the employee will be entitled in accordance with that Act to:
- up to five days' sick leave per year, to be taken when the employee, the employee's spouse or partner, or the employee's dependent is sick or injured; and
 - bereavement leave of three days for a bereavement the employee suffers on the death of the Employee's: spouse; partner; parent; child; brother or sister; grandparent; grandchild; spouse's parent; or partner's parent, and one day for each bereavement the Employee suffers on the death of any other person if the Employer accepts that the Employee has suffered a bereavement.
- 10.2 Any such sick leave or bereavement leave that the employee may become entitled to may only be taken during an assignment.
- 10.3 Payment for any sick or bereavement leave entitlements that may arise shall be based on the employee's average daily pay in accordance with, and as defined in, the Holidays Act 2003.
- 10.4 If the employee is entitled to take sick leave, the employee shall give Kelly Services at least three hours' notice prior to the expected starting time on any day that an employee is working on an assignment of their intention to take sick leave. The employee shall also give Kelly Services at least three hours' notice of their intention to return to work on an assignment to allow Kelly Services to make appropriate adjustments to staff arrangements.

11. PUBLIC HOLIDAYS

- 11.1 In light of the temporary and casual nature of the employee's employment, the parties agree that the public holidays set out in the Holidays Act 2003 will not generally 'otherwise be a working day' for the employee. Accordingly the employee will not be entitled to be paid for such public holidays on which he or she does not work. However, if an assignment is such that any public holiday would otherwise be a working day for the employee, then the employee will be paid the Employee's average daily pay for that day.
- 11.2 If the employee is required to work on a public holiday during an assignment:
- the employee will be paid his or her wages for each hour worked on the public holiday, plus half of that amount again; and

- the employee will only be entitled to an alternative holiday in respect of such a public holiday if the public holiday 'would otherwise be a working day' for the employee.

12. ANNUAL LEAVE

- 12.1 In light of the temporary and casual nature of the employee's employment, it is anticipated that any periods of employment when the employee is on an assignment will be intermittent and irregular. The parties agree that it is impracticable for Kelly Services to provide the employee with annual holidays and that the employee will instead be paid for annual holidays with the employee's pay, calculated at the rate of eight percent of the employee's gross earnings.
- 12.2 The identifiable component of the employee's pay that will be paid as annual holiday pay is set out in Schedule 1 to this Agreement. Due to the employee being paid eight percent of their gross earnings with the employee's pay, the employee will not usually be entitled to any payment for accrued annual holidays upon the end of each assignment.
- 12.3 If, by virtue of the nature of an assignment, the employee is employed by Kelly Services on an assignment for a continuous period of 12 months or more, the employee will be entitled to paid annual holidays in accordance with the Holidays Act 2003.

Section 5 ~ Company Property/Client Property

13. COMPANY PROPERTY/CLIENT PROPERTY

- 13.1 If the employee is provided with a uniform or equipment, or entrusted with any cash, cheques or other valuables by the client, the employee will return the uniform or equipment undamaged and account for any cash or cheques or other valuables upon demand by the client or upon completion of the assignment.
- 13.2 The employee agrees that any equipment lent to them by Kelly Services will remain Kelly Service's property during an assignment and will be returned undamaged upon completion of an assignment, or at the request of Kelly Services. The replacement value of any equipment not returned will be deducted from any wages and/or holiday pay owing, in accordance with clause 8.7, or pay withheld until equipment returned. Action for the recovery of company or client property will be subject to clause 8.8.
- 13.3 The employee understands that they could be liable for any wilful or negligent acts, or omissions by them causing damage or loss during or after an assignment.

14. INSURANCE

- 14.1 In the event the client requests the employee to handle cheques, cash, valuables, documentation or equipment whether on or off the client's premises, the employee shall advise Kelly Services immediately in order to verify that the appropriate insurance arrangements have been made by the client. If the employee fails to advise Kelly Services, the employee accepts that they will be personally responsible for any damages or loss incurred or suffered.
- 14.2 The employee accepts sole responsibility for the safety and security of their own personal belongings and property during each assignment, and whilst travelling to and from assignments.

15. USE OF CLIENT/COMPANY/PERSONAL VEHICLES

- 15.1 The employee will not use their own vehicle or any client's vehicle for any business purposes for the client without the prior permission of Kelly Services.
- 15.2 The employee agrees that they will only drive vehicles for which they hold an appropriate and current driver's license.
- 15.3 If the employee is required to drive, they will not drive any vehicle that the employee suspects is unsafe, or knows that the load exceeds the licensed allowable weights for that vehicle.

- 15.4 The employee agrees that they understand and will abide, by all traffic rules and regulations, and in particular all regulations regarding vehicle weight limits, driving hours and log books.

- 15.5 Where the employee uses their own vehicle while on assignment, whether by prior arrangement or not, the employee will be entirely liable for any damage or loss arising out of or in connection with the use of the vehicle.

- 15.6 Where prior permission has been given by Kelly Services for the employee to use the employee's vehicle whilst on assignment, the employee will be reimbursed at rates set by Kelly Services and advised to the employee. The employee accepts responsibility for arranging business insurance cover on the employee's vehicle.

- 15.7 The employee agrees that they are personally liable for any traffic or driving related fines or offences that they incur.

- 15.8 The employee agrees to indemnify Kelly Services for any cost, expense or damage incurred; where such cost, expense or damage as arisen as a result of negligence or carelessness by the employee or through the breach by the employee of any clause within this section.

Section 6 ~ Occupational Safety and Health

16. OCCUPATIONAL SAFETY AND HEALTH

- 16.1 Kelly Services acknowledges its obligation to provide a safe and healthy workplace.
- 16.2 The employee acknowledges, that while he/she is on assignment and/or in Kelly Service's offices, that the employee has an obligation to carry out work in accordance with safe practice and shall not do anything or omit to do anything to expose the employee, or any other person, to risk of injury.
- 16.3 While on Assignment the employee will conduct himself or herself in a safe and responsible manner, and comply with the Health and Safety requirements of the client.
- 16.4 If an accident occurs while working on the client's site that results in serious harm, the employee will notify Kelly Services immediately. For any other accidents or near-miss incidents, whether or not resulting in injury, the employee will notify Kelly Services by 5.00pm on the day involved.
- 16.5 The employee agrees to undergo a medical examination, if required, by Kelly Services by an appropriately qualified practitioner of Kelly Services choosing and at the company's expense, in support of any claim or an investigation concerning sick leave (if the employee is entitled to sick leave) or compensation arising from a work-related injury.
- 16.6 The employee consents to Kelly Services seeking, and to the practitioner providing Kelly Services, a report as to the nature and origin of the injury/illness and on the employee's fitness for work, including alternative duties, if available, for the purpose of facilitating rehabilitation. The employee will co-operate with Kelly Services' return-to-work rehabilitation programme.
- 16.7 The employee will familiarise himself/herself and comply with all emergency procedures and any other procedures associated with the safe use of materials, equipment and hygiene requirements, while on assignment.
- 16.8 Any safety clothing/equipment issued to the employee must be worn/used at all appropriate times. Failure to do so may result in disciplinary action being taken against the employee, or the employee not being offered further assignments.
- 16.9 The employee agrees to disclose correct and accurate health and safety information on the form attached, and will notify Kelly Services if they suffer an injury, while on or off assignment, which may affect his or her health and safety at work. That is, including sport and recreation injuries.

Section 7 ~ Administration

17. FURTHER EMPLOYMENT

- 17.1 If the employee is approached by the client or any other person/organisation, where the introduction has resulted as a consequence of any assignment with Kelly Services, to take on employment whether on a permanent, temporary, part-time basis or other contractual basis with any other person/organisation, the employee will immediately notify Kelly Services before accepting any such offer of employment.
- 17.2 The employee agrees not to make approaches to clients or any other person/organisation that may become known to the employee as a consequence of any assignment for employment on a permanent, temporary or part-time basis or other contractual basis without prior discussion and agreement with Kelly Services.
- 17.3 These requirements apply for six (6) months after the completion date of any assignment.

18. TERMINATION OF EMPLOYMENT BY KELLY SERVICES

- 18.1 In the case of a short term assignment (expected duration less than 4 weeks) Kelly Services may terminate the employee's temporary employment during that assignment by providing 24 hours' notice, notwithstanding the length of the employee's term of employment under these terms before such termination.
- 18.2 In the case of a long term assignment (expected duration greater than 4 weeks) Kelly Services may terminate the employee's temporary employment during that assignment by providing the employee with 5 working days' notice subject to receiving notice of the end of the assignment from the client, but in any event will provide at least 1 day's notice of termination for the end of the assignment.
- 18.3 Kelly Services may terminate the employee's employment without notice in the following circumstances:
- Serious misconduct; or
 - If the employee, otherwise than in accordance with the provisions of this Agreement, is either absent or abandons an assignment without Kelly Service's prior permission, or is absent without reasonable cause if such permission cannot be obtained prior to absence, in both cases for a continuous period of two working days or more, and Kelly Services has made all reasonable effort to contact the employee during the period of absence; or
 - Becomes mentally or physically incapable of performing the duties under this Agreement; or
 - Loses any licence or no longer becomes entitled to hold any qualification normally required in the course of this employment; or
 - Failure to disclose correct and accurate personal information during recruitment and throughout my employment
 - If the employee has committed a serious breach or breaches of the terms of this Agreement.
- 18.4 **Employee Protection Provision**
In light of the temporary and casual nature of the employee's employment, it is not anticipated that that during any period of employment on an assignment Kelly Services will propose restructuring by which the employee's work may no longer be required and may be performed for a new employer. However, should that occur, Kelly Services will:
- discuss and negotiate with the new employer as to whether the employee may transfer to the new employer for his or her remaining period of employment on the terms and conditions set out in this Agreement or on other terms and conditions of employment; and
 - meet with the Employee after discussion with the new employer to convey the outcome of the discussion and negotiation outlined above and outline the employee's entitlements under this agreement.

19. RESIGNATION

- 19.1 If the employee is no longer available to accept assignments, the employee will notify Kelly Services, in writing, following the necessary clauses in this Agreement and the employer will remove the employee's name from their files.

Section 8 ~ Negotiation

20. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

- (a) An "*employment relationship problem*" is any problem relating to or arising out of the employment relationship between Kelly Services and the employee. Examples of employment relationship problems include: personal grievance, a breach of an employment agreement, a dispute over the interpretation, application or operation of an employment agreement, unfair bargaining for an individual employment agreement, a question about whether a person is an employee, arrears of wages or holiday pay etc, a union member employee not being permitted to attend union meetings, a union member employee not being permitted to take employment related education leave, wrongful suspension of a non-striking employee.
- (b) This clause sets out the procedure to be followed and services available to help the parties resolve any employment relationship problem that might arise between them during the term of this agreement.
- (c) **STEP 1** – The problem should be referred to the employee's Kelly Services Consultant in the first instance in order that the problem can be dealt with speedily and effectively.

If the problem relates to a personal grievance (see definition below), the employee (or the employee's representative) must raise it by providing a written statement setting out –

- (i) the nature of the grievance
- (ii) the facts relied upon, and
- (iii) the remedy you seek to achieve.

If for some reason the employee does not wish to raise the problem with his or her Kelly Services Consultant, the employee (or the employee's representative) can refer it instead to the employee's local Kelly Services Branch Manager.

It is agreed that this process shall constitute "reasonable steps" for the purpose of section 114, Employment Relations Act 2000.

(PLEASE NOTE: A personal grievance must be raised within 90 days of the action giving rise to it or coming to the employee's attention whichever is the later – if the employee fails to do so Kelly Services shall not be obliged to give the matter further consideration unless the employee makes an application to the Employment Relations Authority for leave to raise it outside of the 90 day period)

STEP 2 – If the problem is not resolved to the employee's satisfaction within 21 days of raising it, it may be referred by either party –

- (i) to the mediation Service of the Department of Labour. (Contact details are provided with the employee's induction packs), or
- (ii) the parties may agree to refer the matter to another alternative dispute resolution provider(s) but if they do so it will not preclude the problem from being referred to the Mediation Service or Employment Relations Authority.

STEP 3 – If settlement is not reached through mediation (or through any alternative agreed procedure), an application can be made to the Employment Relations Authority which will resolve the matter if it is satisfied that the parties have first attempted to resolve the problem in good faith through mediation.

(d) Personal Grievance means – any claim by an employee against the employee’s employer or former employer that the employee has (in relation to the employee’s employment) been – unjustifiably dismissed; unjustifiably disadvantaged with respect to condition of employment; discriminated against on prohibited grounds; sexually harassed; racially harassed; subjected to duress in relation to membership or non-membership of a union or employees organisation.

Section 9 ~ Confidential Information

21. CONFIDENTIAL INFORMATION

- 21.1 During the course of the employee’s employment on any assignment with Kelly Services, the employee may receive and handle knowledge and information relating to the client’s business that is considered to be confidential. The employee shall not, either directly or indirectly, use or disclose such information, verbal or written, which the employee has or may have acquired during the course of employment with Kelly Services while on any assignment with the client concerning the business affairs, property or customers of the client or Kelly Services without the express approval of the client or Kelly Services, if ever.
- 21.2 This section applies to all information whether or not it is recorded or memorised and includes information which is or may be of use to any competitor of the client or Kelly Services.
- 21.3 Upon the employee’s completion of any assignment and employment with Kelly Services, the employee will return all information in the employee’s possession or control.
- 21.4 The employee acknowledges that they may need to sign a separate "non-disclosure" of confidentiality information agreement before they can accept any assignments.
- 21.5 These restrictions will apply throughout the employee’s employment with Kelly Services and after termination of employment without any limit in point of time. However, the restriction will cease to apply to such knowledge or information that may become publicly known other than by breach of this clause on the part the employee.

22. PERSONAL INFORMATION

- 22.1 Kelly Services will take reasonable precautions in accordance with the Privacy Act (1993) to safeguard the employee’s personal information against loss, misuse or unauthorised use or disclosure.
- 22.2 The employee understands that all information provided to Kelly Services will be held securely and used for the purpose of evaluating the employee’s qualifications, experience and suitability for permanent and/or temporary employment with any potential employer/client.
- 22.3 The employee authorises Kelly Services to disclose personal information collected by the employer about the employee to their clients, existing or potential and further authorise the clients to receive the same.
- 22.4 The employee authorises Kelly Services to retain any information on the employee until the employee advises that they no longer wish to seek employment opportunities through the company, and that they wish Kelly Services to delete or destroy any information. The employee understands that due to current legislation all payroll information will be retained for the period of six years.
- 22.5 The employee agrees to allow Kelly Services to collect personal information about the employee from the specified previous employers and referees, which the employee has provided. Employees will not have access to this information.
- 22.6 If requested, the employee agrees for Kelly Services to obtain any information about the employee from credit reference agencies and allow the client agency permission to issue information to Kelly Services.
- 22.7 If requested, the employee agrees for Kelly Services to complete a police check.

22.8 Union Fees

In the event that the employee is a member of a union then the parties agree that Kelly Services will **not** deduct union fees from the employee’s wages.

Section 10 ~ Declaration

I (the employee) _____ declare that I have read and understand the terms of this Agreement, or had them explained to my satisfaction, and fully accept them. I acknowledge that I have had the opportunity of taking independent advice before signing this agreement.

Signed: _____ “the employee”

Signed: _____ for “the employer”

DATED THIS DAY _____ OF (MONTH) _____ (YEAR) _____

ATTACHMENTS

- 1 Agreement Glossary
- 2 Kelly Services (NZ) Limited Induction Booklet
- 2 Health and Safety Booklet
- 3 Health and Safety Declaration
- 4 Personnel Record/Application Form

Glossary

Employee	Kelly Services (NZ) Limited temporary employee
Employer	The employer to this Agreement is Kelly Services (NZ) Limited.
Pay Process Cycle	Pay is currently prepared on a Monday and processed on a Tuesday
Week	A period of seven consecutive days of 24 hours as operated in each particular assignment.