

- 4.2. If the Worker leaves the permanent employment of the Employer within 6 (six) weeks of being made a permanent employee and after the Employer has paid the permanent placement contract fee, FRENZ will arrange another permanent placement without further charge. The provisions of this clause shall not apply in the event that the Employer terminates the Worker's permanent employment other than for reasons relating to the suitability of the Worker.

5. Conversion to a Permanent Placement of a New Zealand citizen or legal resident Worker

- 5.1. The Employer will be charged on a casual fee basis in accordance with Schedule Two for a period up to 90 days from the New Zealand Worker's employment commencement date.
- 5.2. At the completion of the 90 day period, if the Employer elects to continue employment of the Employee, the Employer agrees to pay FRENZ a one off permanent placement fee as per Schedule Two.
- 5.3. The Employer may elect to waive this 90 day period and offer the Employee permanent employment for which the Employer will pay FRENZ the aforementioned permanent placement fee.
- 5.4. In the event that the NZ worker leaves their employment within the first 90 days, and the Employer wishes, FRENZ will arrange another placement. From the date that a suitable replacement's employment has commenced, the Employer agrees to be charged at the casual rate as per Schedule Two for 90 days. Upon completion of that period if the Employer elects to retain the Employee's service, the Employer agrees to pay FRENZ the aforementioned permanent placement fee.

6. Review of terms of this Contract

- 6.1. FRENZ may vary the terms of this Contract by notice in writing to the Employer. If the Employer does not agree to any proposed variation of the terms of this Contract, the Employer shall give written notice of objection (specifying the reasons for the objection) to FRENZ within 10 working days of the date of the notice of variation from FRENZ.
- 6.2. If no objection is received by FRENZ within the 10-working day period, the Employer shall be deemed to have accepted the proposed variations to this Contract. If the Employer does give written notice of objection to FRENZ, the parties shall negotiate to endeavour to reach agreement on the issue.

7. Notification of departures

- 7.1. The Employer will notify FRENZ immediately in the event of any departure of a Worker or the termination of any Employment Agreement with a Worker for any cause.

8. Mediation role

- 8.1. FRENZ will make itself available to mediate in any dispute arising between a Worker and any Employer, the terms of such mediation to be agreed by all the parties prior to the mediation proceeding

9. Termination of placements

- 9.1. Either Employer or Worker may terminate employment in accordance with minimum period set out in the Employment Agreement but not less than 2 weeks' written notice to the other party.
- 9.2. The parties acknowledge and confirm that termination of a placement shall not constitute termination of this Contract, which shall remain in full force and effect for the remainder of the term of this Contract.

10. Inability to work or termination of employment

- 10.1. In the event that any Worker is prevented from fulfilling the terms of his/her employment with the Employer as a result of serious illness, disability or bereavement which requires the Worker to be absent from work for more than 5 days or if the employment contract between the Employer and a Worker is terminated for any reason, the Employer will immediately notify FRENZ. In that event, FRENZ will make all reasonable efforts to replace the Worker in a timely manner, but FRENZ shall not be required to incur cost to do so.

11. No liability for actions of Worker

11.1. FRENZ shall not have any liability or responsibility whatsoever to the Employer for any actions or failures to act on the part of a Worker or for any serious misconduct or deliberate acts on the part of a Worker

12. Tax compliance

12.1. The Employer shall meet all tax compliance obligations associated with the Employer’s employment of the Worker and shall make all payments of PAYE to the Inland Revenue Department as and when they are due and payable.

13. Deductions from Worker’s Pay

13.1. The Employer acknowledges that FRENZ has provided in its contract with the Worker that the Employer may deduct any moneys owed by the Contract Worker to FRENZ from wages due to the Contract Worker. The Employer shall pay those moneys directly to FRENZ.

14. Agency Contract

14.1. The Employer acknowledges and agrees that:
14.1.1. FRENZ is at all times acting solely as an agent to arrange placements of Workers for the Employer;
14.1.2. FRENZ is not the employer of any Worker and this Contract cannot in way be deemed to be an employment agreement between FRENZ and the Worker.

15. Good Faith Reimbursement for Non-NZ citizen or legal resident Job Withdrawal Expenses

15.1. If the Employer rescinds a job offer once they’ve submitted signed documentation to employ a worker and the worker has incurred immigration costs as a result, FRENZ reserves the right to charge up to the full total professional fee of \$2,000 for recovery of those expenses on behalf of the applicants.

16. Travel Reimbursement

16.1. The Employer will meet the cost of domestic travel fare for the permanent Worker from anywhere in New Zealand to the farm up to a maximum claim entitlement of NZ\$400. For non-permanent Workers, the Worker is not entitled to the NZ\$200 travel subsidy claim until and unless complete 12 weeks of work at the placement and have provided receipts. This clause excludes circumstances where the Worker is dismissed for reasons beyond his/ her control.

17. General

17.1. This Contract shall be governed by the laws of New Zealand. Any disputes arising under or in relation to this Contract shall be subject to the jurisdiction of the New Zealand courts.
17.2. The various provisions of this Contract are severable. If any provision is held to be invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the remaining provisions of this Contract.

Signed: The Employer

Signed: FRENZ International 1995 Ltd

Name: _____

Name: Tammy Hendricks

Position: _____

Position: General Manager

Signature: _____

Signature: _____

Date: _____

Date: _____

SCHEDULE ONE – EMPLOYMENT AGREEMENT TERMS

The indicative terms of the employment agreements to be entered into between the Employer and the Workers are as follows.

1. Trial period

The employment agreement may be subject to a trial period of 90 days, pursuant to section 67A and B of the Employment Relations Act 2000. During this trial period, the Employer may dismiss the Worker by giving two weeks' notice prior to the end of the trial period and, in the event of dismissal, the Worker will not be entitled to bring a personal grievance or other legal proceedings in respect of that dismissal.

It is expected that the employer will have in place a formal induction programme with clear instructions and allowance of fair and reasonable time for the (migrant) worker to acclimate to new language, farm systems and culture.

2. Pay rate

The Employer will pay the Worker an hourly wage of no less than that set out by the New Zealand Minimum Wage Act.

3. Accommodation

The Employer will provide a reasonable standard of accommodation to the Worker for the period of the employment. At a minimum, this means a private bedroom, bedding, shared living area furnishings, access to basic kitchen appliance and utensils, utilities, and shower/laundry/toilet. Any rental deductions shall be added on to the gross salary of the Employee. No deductions for rent or accommodation may be made that decrease the gross salary below the minimum rates of pay specified in the NZ Minimum Wage Act; however, the Worker will be expected to meet his/her own cost for power, gas, telephone and food on a "user pays" basis.

4. Deductions

Should the Employer determine that the Worker will be responsible for specific costs which will be deducted from their salary, e.g., power, internet, accommodation damage, the Employer will ensure that this is detailed within the Employment Agreement and agreed to by the Worker.

5. Roster

The Employer will provide rostered working hours and time off. The roster will be scheduled at least 2 weeks in advance unless a different agreement has been reached between the parties.

6. Minimum hours

The Employer will provide the Employee with a minimum of 30 hours of paid work each week

7. Annual Leave

The Employer will pay leave pay, which will be calculated at the rate of 8% of gross earnings in accordance with the Holidays Act 2003. If the Worker works on the same farm for more than a year, the Employer will pay the Worker 4 weeks' leave based on their roster.

8. Statutory holidays

The Employer will pay time and a half (1.5%) as well as a day in lieu for statutory days worked, 11 in total.

9. Sick leave

The Employer will pay sick leave of 5 days per 12 months, commencing after 6 months of continuous placement as well as 3 days' bereavement leave for the death of a family member in accordance with the 2003 Employment Act.

10. Responsibilities of the Worker

The Worker shall:

- I. comply with all reasonable and lawful instructions provided by the Employer;
- II. perform his/her duties with all reasonable skill and diligence;
- III. conduct his/her duties in the best interests of the Employer;
- IV. deal with the Employer in good faith in all aspects;
- V. comply with all policies and procedures (including any codes of conduct) implemented by the Employer from time to time;
- VI. take all practicable steps to perform the work in a way that is safe and healthy;

11. Serious Misconduct

The Employer may terminate the Employment Agreement for serious misconduct on the part of the Worker.

Serious misconduct includes, but is not limited to:

- a. theft;
- b. dishonesty;
- c. harassment of a work colleague or customer;
- d. serious or repeated failure to follow a reasonable instruction;
- e. deliberate destruction of any property belonging to the Employer;
- f. actions that seriously damage the Employer's reputation

12. Drug Testing

The Employer may require the Contract Worker to undergo drug testing.

SCHEDULE TWO - FEES PAYABLE BY THE EMPLOYER TO FRENZ

The fees payable by the Employer to FRENZ, upon worker employment commencement, shall be calculated on the following basis:

a) Casual fee for a Worker*	NZ\$70.00 + GST per week
b) Casual fee for two Workers who are a couple	NZ\$100.00 + GST per week
c) Permanent placement fee for a Worker*	NZ\$3000.00 + GST
d) Permanent placement fee for two senior Workers who are a couple	NZ\$3600.00 + GST
e) Good Faith Reimbursement for Overseas Worker Job Withdrawal	NZ\$2,000.00 + GST

* Casual fees are for the duration of the time that the worker is on the FRENZ contract or until the Employer elects to pay the permanent fee to sever the worker's contractual obligation. Casual fees do not contribute towards the overall permanent fee costs