

Individual Employment Agreement between the New Zealand Qualifications Authority and

Insert Employee's Full Name (please write in block letters)

1. The Parties

The parties to this employment agreement are:

1. **New Zealand Qualifications Authority**, the "Employer"; and
2. _____, the "Employee".

Insert employee's full name

2. The Position and the Duties

2.1 Position

The Employee is being employed as an **Examination Assistant**.

2.2 Duties

The Employee shall perform the duties set out in the Job Description attached to this agreement as Schedule A. These duties may be modified and updated by the Employer from time to time following agreement with the Employee. The Employee also agrees to perform all other reasonable duties and comply with reasonable instructions issued by the Employer.

2.3 Reporting

The Employee shall report to the **Examination Centre Manager** or to any other representative of the Employer designated from time to time by the Employer.

3. Interpretation and Definitions

3.1 Session

In this Agreement, unless the context otherwise requires, **session** means a period of work of usually not more than 4 hours, but which may be less than 4 hours depending upon the nature of the examination or a candidate's needs.

4. Nature and Term of the Agreement

4.1 Casual Individual Employment Agreement (Fixed Period)

This Employment Agreement is an individual employment agreement entered into under the Employment Relations Act 2000. The parties to this agreement agree that the nature of the relationship is a casual "as required" employment relationship.

The Employer agrees to provide reasonable notice to the Employee regarding when they will be requested to perform duties and the Employee agrees to take all practicable steps to be available for work during the period over which National Certificate of Educational Achievement examinations are to be held.

paid upon submission of their claim for sessions worked approved by the Examination Centre Manager following completion of their last session of employment.

Payment will be made electronically into the bank account as confirmed by the Employee.

8.2 Reimbursement of Expenses

The Employee shall be entitled to reimbursement by the Employer of all expenses reasonably and properly incurred by the Employee in the performance of their duties, provided the Employee produces appropriate receipts to the Employer when requesting reimbursement. No travel costs to or from the Examination Centre will be reimbursed.

9. Holidays and Leave Entitlements

9.1 Holiday Pay

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 salary payments. The amount of holiday pay is 8% of the total gross payment, which shall be paid less tax, at the same time as the Employee's salary payments.

The Employee's pay slip will identify the Employee's base rate (as listed in Schedule B), and the separate holiday pay.

9.2 Public Holidays

Where the work or delivery schedule established under this agreement requires a session of work to be undertaken on a public holiday, payment for piece work on that day shall be made at a rate that is 50% higher than the rate established under the payment clause above.

9.3 Sick Leave

As the employment is of less than 6 months duration there is no entitlement to sick leave.

10. KiwiSaver

As a casual employee you do not meet the eligibility criteria for automatic enrolment to KiwiSaver. However, if you are already contributing to KiwiSaver, or you would like to, please complete a KS2 Deduction Form (available from your ECM), stating what level of contribution you wish to make, and return to us with your signed acceptance. Once completed and returned to us, we will commence deductions. If you decide to contribute to KiwiSaver, NZQA will pay employer contributions. For more information about KiwiSaver, please refer to www.kiwisaver.govt.nz.

11. Health and Safety

Both the Employer and the Employee shall comply with their obligations under the Health and Safety at Work Act 2015. This includes the Employer taking all practicable steps to provide the Employee with a healthy and safe working environment.

The Employee shall comply with all directions and instructions from the Employer regarding health and safety and shall also take all reasonable steps to ensure that in the performance of their employment they do not undermine their own health and safety or the health and safety of any other person.

12. Other Employment Obligations

12.1 Confidential Information

The Employee shall not, whether during the currency of this agreement or after its termination for whatever reason, use, disclose or distribute to any person or entity, otherwise than as necessary

for the proper performance of their duties and responsibilities under this agreement, or as required by law, any confidential information, messages, data or trade secrets acquired by the Employee in the course of performing their services under this agreement. This includes, but is not limited to, information about the Employer's business.

12.2 Conflicts of Interest

The Employee agrees that there are no contracts, restrictions or other matters which would interfere with their ability to discharge their obligations under this agreement. If, while performing their duties and responsibilities under this agreement, the Employee becomes aware of any potential or actual conflict between their interests and those of the Employer, then the Employee shall immediately inform the Employer.

Where the Employer forms the view that such a conflict does or could exist, it may direct the Employee to take action(s) to resolve that conflict, and the Employee shall comply with that instruction. When acting in their capacity as Employee, the Employee shall not, either directly or indirectly, receive or accept for their own benefit or the benefit of any person or entity other than the Employer any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Employer.

12.3 Privacy Obligations

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.

12.4 Background Checking

NZQA policy requires that all Examination Assistants hold or are able to obtain a satisfactory Police Vetting Report. If the results of your report are unsatisfactory, or NZQA determines that you have provided untrue, incorrect, incomplete, or misleading information to support your application you will be advised and this offer of casual employment will be automatically withdrawn. If you have commenced employment with NZQA and NZQA determines that you have provided untrue, incorrect, incomplete, or misleading information to support your application, this constitutes serious misconduct and you may be dismissed without notice.

If you do not currently hold a current Police Vetting Report, please complete a request form (available from your ECM), and return to us with your signed acceptance

13. Termination of Employment

13.1 Termination for Serious Misconduct

Notwithstanding any other provision in this agreement, the Employer may terminate this agreement summarily and without notice for serious misconduct on the part of the Employee. 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 which seriously damage the Employer's reputation.

13.2 Abandonment of Employment

In the event the Employee has been absent from work for three consecutive working days without any notification to the Employer, and the Employer has made reasonable efforts to contact the Employee, this agreement shall automatically terminate on the expiry of the third day without the need for notice of termination of employment.

13.3 Obligations of Employee on Termination

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.

14. Resolving Employment Relationship Problems

If any employment issues arise, those should be raised with the Employer as soon as possible so that they can be resolved. If the matter is not resolved either party can seek assistance from the Ministry of Business Innovation and Employment's mediation service. If the issues are not resolved at mediation, they may be referred to the Employment Relations Authority.

If the issue is a personal grievance, the Employee must present that grievance within 90 days of the event giving rise to the grievance, or after further time if allowed by the Employer or where the Employment Relations Authority grants an extension of time.

If the employee's employment agreement contains a trial period clause, they may not raise a personal grievance on the grounds of unjustified dismissal. The employee may raise a personal grievance on other grounds as specified in sections 103(1)b-g of the Employment Relations Act, and in the trial period clause of this agreement.

15. Acknowledgement of the Agreement

15.1 Variation of Agreement

The parties may vary this agreement, provided that no variation shall be effective or binding on either party unless it is in writing and signed by both parties.

15.2 Non Assignment by Employee

The Employee must personally perform the duties and responsibilities under this agreement and no subcontracting or assignment by the Employee is permissible.

15.3 Entire Agreement

Each party acknowledges that this agreement contains the whole and entire agreement between the parties as to the subject matter of this agreement.

15.4 Employee Acknowledgment

The Employee acknowledges that:

- a) they have been advised of their right to take independent advice on the terms of this agreement
- b) that they have been provided with a reasonable opportunity to take that advice
- c) that they have read these terms of employment and understand these terms and their implications, and
- d) that they 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.



Alan Bailey
Manager, Operations & Logistics
Assessment Division
on behalf of NZQA

Acceptance

I, _____

Employee's full name (please write in block letters)

have been advised that I may seek independent advice about the terms and conditions of this offer and have had sufficient time in which to do so. I understand and confirm my acceptance of the terms and conditions of employment set out in this agreement.

Signed: _____

Date: _____

Received back from Employee and checked/entered by Examination Centre Manager.

ECM initials

NB: Any agreement not received at NZQA **with all the correct documentation** by 1 November 2019 may not be paid before February 2020

Employee's Personal Details

Please confirm your personal details for our records:

Surname	
First Name(s)	
Preferred Name	
Date of Birth	
<i>Note: Date of birth is required to assist NZQA with the Police Vetting Report process and as verification for enabling you to log in to the NZQA system.</i>	
Postal Address (including postcode)	
Contact Number	
E-mail Address	

Please tick the relevant box(es) to confirm which option is appropriate to you and your situation.

IRD Number Confirmation

I confirm that my IRD number is unchanged, and the IRD number provided last year (as indicated by my ECM) is correct.

OR

I have attached a completed IR330 because:

- my IRD number has changed, or
- no record is held by NZQA (as indicated by my ECM), or
- I am a new Examination Assistant this year, or
- I have not worked as an Examination Assistant in the last three years.

Note: An Examination Assistant cannot have the tax code WT.

Bank Account Confirmation

I confirm that my bank account number is unchanged, and the bank account number provided last year (as indicated by my ECM) is correct.

OR

I have attached pre-printed or bank verified evidence of my bank account because:

- my bank account number has changed, or
- no record is held by NZQA (as indicated by my ECM), or
- I am a new Examination Assistant this year, or
- I have not worked as an Examination Assistant in the last three years.

Police Vetting Report Confirmation

I confirm that the Police Vetting Report that NZQA holds for me is still current and valid.

OR

I have attached a copy of my current and valid Police Vetting Report.

OR

I do not hold a current Police Vetting Report and have attached a completed request form for one to be completed.

Code of Conduct, Conflict of Interest and Confidentiality Declarations

In respect of the Code of Conduct and the expectations of NZQA as the employer or principal

I, _____ (*employee's full name*), a temporary employee of NZQA, undertake that I have read and understood the Code of Conduct, made available to me on www.nzqa.govt.nz/ecm and this Declaration and that I will:

- perform my duties as an employee / provide services to NZQA to the best of my skill and knowledge and according to the law of New Zealand; and
- comply with the Code of Conduct (as may be amended from time to time by NZQA) and any instructions issued by NZQA, or the Chief Executive (or the Chief Executive's representative) of NZQA; and

I am aware that, should I breach the provisions of this Code of Conduct or not follow any lawful instruction, I may be subject to: disciplinary action, including the possibility of dismissal in the case of employees; or termination of my engagement with NZQA, in the case of contractors, in accordance with the NZQA Policy.

I, _____ (*employee's full name*), declare that I:

	have no actual or potential conflict of interest. This includes any financial or other interest as well as any charge of having committed an offence against the law (other than minor traffic offences) that could compromise the performance of my official duties or the integrity or standing of the New Zealand Qualifications Authority.
	have an actual or potential conflict(s) of interest as follows (<i>please provide details below</i>):

I will manage the conflict(s) declared above as follows (If you would like assistance completing this section, please contact your Examination Centre Manager).

Should any further actual or potential conflict(s) of interest arise during the period of my Agreement with NZQA, I agree to inform NZQA, and, if required, implement agreed way(s) to manage them.

Should I be offered any other work which might conflict with my obligations under this Agreement, I agree to inform NZQA. If, in the opinion of NZQA, a conflict does exist, I will not accept the offer. NZQA undertakes that consent will not be withheld unreasonably.

I verify that the content of all the material and information associated with my role with NZQA will remain confidential. This includes the identity of any/all contractors involved in the examination setting and marking processes.

Signed: _____

Date: _____

Schedule A – 2019 – Job Description

NEW ZEALAND QUALIFICATIONS AUTHORITY

JOB DESCRIPTION

POSITION TITLE: Examination Assistant

DATE: June 2019

POSITION PURPOSE

The role of an Examination Assistant is to be responsible through the Examination Centre Manager to the New Zealand Qualifications Authority for the effective supervision and assistance of an individual examination candidate at examinations held at the examination centre in November 2019.

WORKING RELATIONSHIPS

Responsible to: Examination Centre Manager

Responsible for: Nil

Functional Relationships: Examination Centre Manager
Principal's Nominee
Special Needs Co-ordinator
Supervisors
Other Examination Assistants
Other staff at the Examination Centre as required.

DUTIES

- Check examination room is set up before candidate/s enter.
- Check candidates' identification on arrival at the examination room and confirm attendance in the examination.
- Supervise examination procedures in accordance with the 'Reader/Writer Guide' and the Examination Centre Manager.
- Complete their Examination Assistant role as per the training by the school. The correct application of this training will be checked periodically by the person allocated to do this from the school.
- Report all examination irregularities to the Examination Centre Manager.
- Advise the Examination Centre Manager if a candidate has written valid answers in both the labelled and unlabelled booklets
- Ensure all candidate answer booklets are checked and taken to the Examination Centre Manager ready to be collected.

PERSON SPECIFICATION

- Excellent communication skills
- Relates well to young adults
- Well-organised
- Shows initiative
- Integrity beyond question
- Trained by the school as an Examination Assistant.

CONFIDENTIALITY

No examination assistant may discuss any matter relating to examinations with the media or any persons other than NZQA staff, the Examination Centre Manager and the Principal's Nominee.

All examination question papers are confidential to Examination Assistants and candidates and no other persons are permitted to see them during the applicable examination sessions.

Schedule B – 2019 – Remuneration

All persons engaged by NZQA through the Examination Centre Managers to work as an Examination Assistant will be paid in accordance with the following rates if they have indicated they are not receiving any payment for this work from another source:

Position	Payment per Examination Session (\$)
Examination Assistant, eg Reader/Writer	\$72.00