TEMPORARY ENTRY FROM FIJI

MEMORANDUM OF UNDERSTANDINGS BETWEEN THE GOVERNMENT OF NEW ZEALAND AND THE GOVERNMENT OF FIJI

Introduction

This Memorandum and the Annexes hereto place on record the understandings reached between the Government of New Zealand and the Government of Fiji concerning the terms and conditions which shall govern, subject to the discretion of the Government of New Zealand and the laws in force in New Zealand, the temporary entry into New Zealand of citizens of Fiji in the following categories and under the following Schemes:

(a) citizens of Fiji admitted under a Bona Fide Visitor's Permit;

(b) citizens of Fiji admitted under Special Arrangements between the two Governments;

(c) citizens of Fiji admitted under the Four Month Rural Work Permit Scheme;

(d) citizens of Fiji admitted under the Four Month Urban Work Permit Scheme;

(e) citizens of Fiji admitted under any future employment and training schemes, including Longer-term Employment and Training Schemes.

2. Under all Schemes, whenever a citizen of Fiji is required to be designated or recorded by name, that full name shall be used which appears first in that citizen's passport. The surname shall be underlined in any subsequent document.

.../Bona Fide

Bona Fide Visitors Permits

3. Citizens of Fiji who are to be admitted under a Bona Fide Visitor's Permit must show that, in addition to the normal requirements concerning travel documents and return travel tickets, they have sufficient funds to maintain themselves during their period of authorised stay in New Zealand.

4. A Bona Fide Visitor's Permit shall not entitle a citizen of Fiji to work in New Zealand.

5. On the introduction of the Four Month Urban Work Permit Scheme referred to in paragraph 1(d) above, citizens of Fiji who are granted Bona Fide Visitor's Permits will be allowed to stay in New Zealand under the aforesaid permit for a period not exceeding one month, although in special circumstances the permit may be issued for a longer period.

Special Arrangements

6. The Government of New Zealand, in response to requests from the Government of Fiji, may from time to time agree on arrangements for citizens of Fiji to come to New Zealand for special purposes such as medical treatment, full-time specialist training or, in the case of employees of the Government of Fiji, refresher leave.

7. The Government of New Zealand may at its discretion limit the numbers and categories of persons to be granted entry under such special arrangements and may attach conditions to their entry permits.

.../Four

Four Month Rural Work Permit Scheme

8. In 1968 the Government of New Zealand introduced, under an arrangement with the Government of Fiji, a Four Month Rural Work Permit Scheme (hereinafter referred to as "the Rural Scheme") which provides for the employment of male Fiji workers in agricultural industries in rural areas. The two Governments now understand that female workers may be included in the Rural Scheme. Under the Rural Scheme, responsible organisations such as Federated Farmers administer the scheme locally and are the nominal employers. Individual New Zealand employers employ workers through the appropriate local organisation and may not themselves nominate individual workers.

9. The responsibilities of the parties to the Rural Scheme shall be as follows:

(1) The Government of Fiji shall:

(a) have the sole right to select workers and explain to them their responsibilities;

(b) ensure that each worker is of good health and character;

(c) provide workers with suitable predeparture instruction.

(2) For each worker the New Zealand employer shall:

(a) advance fares free of interest;

(b) arrange accommodation of a standard acceptable to the New Zealand Department of Labour for the duration of the worker's employment;

(c) take out and bear all costs of insurance against sickness and hospitalisation not covered by the Accident Compensation Act 1972;

.../(d)

(d) recover the cost of the fares from the wages payable to the worker, in equal instalments over a period not exceeding twelve weeks from the arrival of the worker.

(3) The worker shall:

(a) be carried to and from New Zealand by Air New Zealand or Air Pacific;

(b) be issued with a permit for four months, which may be extended by up to two months at the request of the worker and with the support of the employer or of any other employer who offers employment and who is approved by the New Zealand Department of Labour;

(c) not be permitted to return to New Zealand until twelve months has elapsed between the date of departure from and next arrival in New Zealand to work under the Rural Scheme or under the Four Month Urban Work Permit Scheme or under any Longer term Employment and Training Scheme which may be introduced;

(d) enjoy rights of equivalent New Zealand workers and be employed under not less favourable conditions and accept the same obligations;

(e) if employed by contractors, be subject to safeguards determined by the New Zealand Department of Labour.

10. The Rural Scheme may be amalgamated with the Longer-term Employment and Training Scheme referred to in paragraphs 19-22 below when that scheme is introduced.

.../Four

Four-Month Urban Work Permit Scheme

11. (1) The Government of New Zealand intends to introduce a Four Month Urban Work Permit Scheme (hereinafter referred to as "the Urban Scheme") which will enable citizens of Fiji (hereinafter referred to as "the worker/s") who have been issued with four month work permits to undertake urban employment in New Zealand subject to the conditions specified hereunder and in Annex A.

(2) The Government of New Zealand shall implement the Urban Scheme as soon as all necessary arrangements have been completed. The Government of New Zealand reserves the right, however, to impose a limit on the number of Fiji workers accepted under the Urban Scheme, in the light of factors such as availability of work or accommodation in New Zealand.

(3) The Urban Scheme will cease to operate when the Longer-term Employment and Training Scheme, referred to in paragraphs 19-22 below, is introduced.

12. The Basic Procedures, including travel and associated administrative arrangements, to be followed in giving effect to the Urban Scheme are set forth in detail in Annex A.

13. The worker may undertake urban employment in New Zealand only in response to specific offers of employment by New Zealand employers and initially only for a period of four months. Before the permit expires, however, the worker may request an extension of two further months provided that the extension is endorsed and supported either by his employer or by another employer who offers employment and who is approved by the New Zealand Department of Labour.

.../14.

14. The Government of New Zealand (acting principally through the Department of Labour) and the Government of Fiji, together with employers and Air New Zealand, shall cooperate in the operation and management of the Urban Scheme.

15. The Government of Fiji, which will play a key part in the operation of the Urban Scheme, shall:

(a) have the sole right to select workers;

(b) explain to the workers their responsibilities;

(c) provide workers with suitable pre-departure instruction;

(d) ensure, in respect of each and any worker, that a period of twelve months elapses between the date of the worker's departure from and next arrival in New Zealand to work under the Urban Scheme.

16. For each worker, the New Zealand employer shall:

(a) provide continuous employment;

(b) advance fares free of interest;

(c) arrange accommodation of a standard acceptable to the New Zealand Department of Labour for the duration of the worker's employment;

(d) take out and bear all costs of insurance against sickness and hospitalisation not covered by the Accident Compensation Act 1972;

(e) cooperate with Air New Zealand and the New Zealand Department of Labour in making arrangements for the worker's welfare.

.../17.

17. The worker shall:

(a) enjoy the rights of equivalent New Zealand workers and be employed under not less favourable conditions and accept the same obligations;

(b) depart from New Zealand at the expiry of the permit;

(c) if travelling by air, be carried to and from New Zealand by Air New Zealand or Air Pacific.

18. Both employer and worker shall comply with the Employment Agreement (the form of which is set out in Annex C) embodying the responsibilities of each party.

Longer-term Employment and Training Schemes

19. The Government of New Zealand wishes to assist the countries of the South Pacific to develop their economies and improve the standard of living of their people in order to provide better opportunities for purposeful employment in the home countries of those people. It is recognised that, if the entry of workers from the South Pacific into New Zealand is to contribute effectively to the attainment of this wish, it will be necessary to improve the qualifications of workers and to provide for the further development of schemes such as the Urban Scheme.

20. This development should meet the following objectives:

(a) a period of stay in New Zealand which should normally be of six months duration but which could be extendable to a maximum of twelve months where a special course or training, involving some off-the-job instruction, is required;

.../(b)

(b) the progressive introduction of agreed arrangements for the employment of workers from the South Pacific which would enable the upgrading of their qualifications, in particular where training could meet present or possible future skills needed to sustain a development project or other requirements in their own countries;

(c) the progressive introduction of measures to satisfy the social needs of workers from the South Pacific and to assist them to adapt better to the New Zealand way of life and meet the challenge of an industrial environment;

(d) the phased provision of some hostel accommodation, to introduce newcomers to the New Zealand way of life and assist in promoting community activities.

21. These and related objectives should be achieved through the development of employment and training schemes, the management of which would, in so far as appropriate, follow those set out above for the Urban Scheme. The planning and development of the Longer-term Employment and Training Scheme will, however, require the participation and cooperation of the Government of New Zealand, individual Pacific Governments, governmental authorities, employers, employer organisations and associations, trade unions and church and voluntary organisations including those representing the Pacific Island community in New Zealand.

22. The Government of New Zealand will arrange further consultations on the planning of employment and training schemes with a view to giving effect to the objectives set out in paragraph 20.

.../General

General

23. The provisions of this Memorandum may be reviewed as the need arises at the request of either Government.

The undersigned, being duly authorised by their respective Governments, have signed the present Memorandum of Understandings. Done at Suva this 28th day of November, 1975 in the English language in two copies, both texts being equally authentic.

For and on behalf of the Government of Fiji

For and on behalf of the Government of New Zealand

ANNEX A

BASIC PROCEDURES

FOUR-MONTH URBAN WORK PERMIT SCHEME ("URBAN SCHEME")

1. Pursuant to paragraph 12 of the Memorandum of Understandings, this Annex sets forth the Basic Procedures to be followed in giving effect to the Urban Scheme.

2. Unless the context otherwise requires, all references to the "Department of Labour" or to the "District Office of the Department of Labour" shall mean, as appropriate, the New Zealand Department of Labour or District Office in New Zealand of that Department.

3. (1) Employers will secure from the District Office of the Department of Labour an appropriate number of copies of each of the following forms:

   (a) the "Request for Temporary Workers from Fiji for Urban Work" (hereinafter referred to as "Request for Urban Workers") (Lab. Imm. 64(C), as set forth in Annex B);

   (b) the "Employment Agreement" (Lab. Imm. 64(D), as set forth in Annex C) which is printed in English, Fijian and Hindi and which incorporates a "Consent to Deduction from Wages".

   (2) Not less than eight weeks prior to the date on which the employer would prefer the worker to arrive in New Zealand, that employer should return to the District Office of the Department of Labour:

   (a) two duly completed and signed copies of the Request for Urban Workers form;

   (b) in respect of each worker, two copies of the

.../Employment

Employment Agreement with relevant sections completed.

(3) Employers will arrange accommodation for workers accepted under the Urban Scheme for the duration of their employment.

4. (1) The Department of Labour will:

(a) check that the forms have been correctly completed by employers;

(b) inspect the accommodation. If the accommodation is suitable, the Department of Labour will endorse both copies of the Request for Urban Workers form to that effect. If the accommodation is unsuitable, the Department of Labour will advise the employer.

(2) If the forms have been correctly completed and the accommodation is suitable, the Department of Labour will:

(a) retain one copy of the Request for Urban Workers form;

(b) send one Request for Urban Workers form (the original) and in respect of each worker two copies of the Employment Agreement to Air New Zealand, Auckland, who shall forward them to Air New Zealand, Suva.

5. (1) When advised by Air New Zealand, Auckland, that the Department of Labour has approved the Request for Urban Workers and on receipt of an invoice from Air New Zealand, the employer shall pay direct to Air New Zealand, Auckland, either:

(a) the worker's return fare from the point of embarkation in Fiji to the point of destination

.../in

in New Zealand; or

(b) the inward portion of the worker's return fare from the point of embarkation in Fiji to the point of destination in New Zealand and at the same time give a firm undertaking to Air New Zealand, Auckland, either directly or through a representative employer organisation, to pay the outward portion of the return air fare not later than twelve weeks after the arrival of the worker in New Zealand.

(2) Whichever mode of payment set forth in paragraph 5. (1) is adopted, the employer shall subsequently recover from the wages payable to the worker the cost, free of interest, of the worker's return air fare. The cost shall be recovered in equal instalments over a period not exceeding twelve weeks from the arrival of the worker.

6. On receipt of the relevant forms,

(a) Air New Zealand, Auckland, will:

(i) send the Request for Urban Workers form and the Employment Agreement forms to Air New Zealand, Suva;

(ii) arrange recovery of fares from individual employers;

(iii) forward prepaid travel advice (leaving the name to be advised to Air New Zealand, Suva) utilising the then current Government directed fare;

(b) Air New Zealand, Suva, will forward the Request for Urban Workers form and Employment Agreement forms to the Permanent Secretary for Labour, Fiji.

7. The Permanent Secretary for Labour, Fiji, or his authorised deputy, will:

(a) establish an adequate list of pre-selected workers from throughout the country ensuring that each worker is of good health and character;

(b) ensure that the workers selected are between the ages of 20 and 45 years, provided that the New Zealand Immigration Attache, Suva, may authorise the acceptance of workers up to the age of 50 in special circumstances and where all necessary steps have been taken to ensure that the workers are of sound health;

(c) verify the ability of workers to communicate in English;

(d) provide pre-departure instruction for the selected workers to impart information on work and living conditions in New Zealand;

(e) on receipt of Request for Urban Workers form and Employment Agreement forms (from Air New Zealand, Suva) send to Air New Zealand, Suva, the names of workers and of their employers, and their proposed travel arrangements, to enable Air New Zealand, Suva, to make bookings for the worker;

(f) arrange for selected workers to complete an "Application for Temporary Permit to Work in New Zealand - Four-month Urban Scheme" (Lab. Imm. 64(B)) as set forth in Annex D;

(g) (i) give to the worker one of the English language copies, and (according to the choice of the worker) a Fijian or Hindi translation, of the Employment Agreement including the terms of

.../employment

employment offered by the employer;

(ii) explain the Agreement and its terms to the worker;

(iii) ensure that the worker completes Section B (Acceptance) of the two English copies of the Employment Agreement (which includes the Consent to Deduction from Wages);

(iv) certify on the two English language copies of the Employment Agreement that its terms have been explained to and understood by the worker;

(v) explain to the worker any other matters relating to or arising from his employment, such as union membership;

(h) endorse the form "Application for Temporary Permit to Work in New Zealand" that the worker meets the requirements and has been selected for employment in New Zealand;

(i) complete Section A of the Employment Voucher (Lab. Imm. 64(E)) in the form set forth in Annex E;

(j) give one copy of the Employment Agreement to the worker for him to retain and send the original by airmail to the Chief Booking Officer, Air New Zealand, Auckland;

(k) at least seven clear days before the departure of the worker, send to the New Zealand Immigration Attache, Suva:

(i) a copy of the Application for Temporary Permit to Work in New Zealand, duly endorsed;

(ii) the Employment Voucher;

(iii) the worker's passport.

8. The Immigration Attache, Suva, who reserves the right to refuse to issue a temporary entry permit (Employment), will:

(a) retain the application for Temporary Permit to Work in New Zealand (Lab. Imm. 64(B));

(b) endorse the passport with a temporary entry permit (Employment);

(c) insert a serial number in the Employment Voucher;

(d) return the worker's passport and Employment Voucher to the office of the Permanent Secretary for Labour, Fiji, who shall, in due course, return them to the worker.

9. (1) On receipt from the Permanent Secretary for Labour, Fiji, of the name of the worker and of his employer, and the dates on which the worker will be available to travel, Air New Zealand, Suva, will:

(a) make bookings for travel to and from New Zealand referring to the prepaid travel advice of Air New Zealand, Auckland. If the worker elects to travel by air he must travel on Air New Zealand, or Air Pacific;

(b) send tickets, endorsed so that they may not be cashed, to the Permanent Secretary for Labour, Fiji;

(c) advise Air New Zealand, Auckland, of the names of the worker and of his employer, and the details of all travel arrangements.

(2) Air New Zealand, Auckland, will:

(a) advise the employer and District Office of the Department of Labour at the point of arrival of the name of the worker and details of his travel arrangements;

.../(b)

(b) where the ultimate destination is outside Auckland, request the employer to confirm details of travel arrangements made by him for the worker from that worker's point of arrival to his ultimate destination and of any necessary overnight accommodation. On receipt of this information Air New Zealand, Auckland, will pass the details to the District Offices of the Department of Labour at the points of arrival and of destination respectively;

(c) notify employers of the airport of arrival in New Zealand so that they can meet the aircraft, supervise (where necessary) the onward movements within New Zealand of the worker and enable the worker to take up employment and accommodation without delay.

10. The employer will:

(a) make all necessary arrangements for the worker's overnight accommodation and internal travel from the point of arrival in New Zealand to the ultimate destination of the worker;

(b) arrange for the worker to be met at the point of his arrival in New Zealand;

(c) notify in writing the District Office of the Department of Labour nearest to the worker's place of employment immediately if the worker leaves either the employment or the accommodation arranged for him;

(d) make arrangements for the worker to leave the country on expiry of his permit and re-confirm bookings with an Air New Zealand office.

11. The Department of Labour representative at the point of arrival in New Zealand will also meet aircraft and will:

(a) take custody of the worker's passport and travel tickets (other than those for internal travel), record the Employment Voucher number and, where the worker is destined for another district, send the passport and tickets by registered mail under cover of a schedule to the District Office of the Department of Labour nearest to the worker's place of employment;

(b) complete Section B of the Employment Voucher and give the Voucher to the worker.

12. The District Office of the Department of Labour nearest the worker's place of employment will:

(a) maintain a register for Fiji workers in that area and, in respect of each worker, record therein all details relating to the worker's stay in New Zealand, including passport number, worker's name, date of arrival in New Zealand, name of employer, Employment Voucher number, permit extensions granted, date of departure from New Zealand;

(b) ensure that the worker's Employment Voucher is produced to that office before the worker's four-month temporary permit expires;

(c) where a worker's permit has been extended,

(i) send the Employment Voucher and travel tickets to Air New Zealand or its authorised agent;

(ii) on receipt of confirmation of outward bookings, endorse the extension details in the Employment Voucher with the impression of the office seal and the signature of the appropriate officer;

.../(iii)

(iii) after details of outward bookings have been entered in the Employment Voucher and in the travel tickets, send the Employment Voucher to the worker's employer for passing to the worker, retain the tickets, make a formal endorsement of the extension in the worker's passport and enter details in the register;

(d) advise the worker to uplift his passport and travel tickets approximately one week before departure;

(e) at the time the worker uplifts his passport repossess the Employment Voucher from the worker (recording its receipt in the register), check the worker against the passport photograph, release passport and travel tickets to the worker and secure the worker's signature acknowledging receipt of the passport and travel tickets. If a worker claims to have lost the Employment Voucher, that office will secure a declaration from the worker to this effect.

13. Air New Zealand, Auckland, will confirm with employers arrangements for the workers to leave the country on expiry of their permits to stay in New Zealand.

14. The Department of Labour will:

(a) from time to time request Air New Zealand or its authorised agent, as the case may be, to convene meetings with appropriate organisations and participating employers:

.../(i)

(i) to ascertain demand and make provision for passenger movements;

(ii) to check that arrangements are made for permits for the remittance of savings to Fiji, for refunds of tax before departure, and for the departure of the workers;

(iii) to discuss welfare arrangements for the workers and any other matters affecting the operation of the Urban Scheme;

(b) consider matters arising out of the Employment Agreement referred to it by workers or employers and matters for which no procedure is prescribed, consulting other authorities as appropriate.

15. If that worker fails to uplift his passport within a week of approved departure date, the District Office of the Department of Labour nearest the worker's place of employment will make enquiries of the employer regarding the departure arrangements of that worker. If the worker does not uplift his passport prior to approved departure date, the aforementioned District Office of the Department of Labour will commence enquiries with a view to taking appropriate action.

16. If the worker is travelling by sea, it will be the responsibility of the District Office of the Department of Labour at the port (normally Auckland) to check that he departs.

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ANNEX B

REQUEST FOR TEMPORARY WORKERS FROM FIJI
FOR URBAN WORK

(to be completed in duplicate)

Note: Employers should lodge this form with the nearest District Office of the Department of Labour in New Zealand AT LEAST 8 WEEKS before the preferred date the worker(s) is/are required in New Zealand.

The District Officer/Superintendent,
Department of Labour,

NEW ZEALAND.

I wish to inform you that I have available for Fiji workers temporary urban employment for a minimum of four months, which may be extended for a further two months, as outlined below.

Name of Employer (Company name if applicable) _____

_____

Address of Workplace _____

Telex No. _____ Telephone No. _____

Brief outline of work to be performed _____

_____

_____

Sex of Employee preferred: No preference/Male/Female.
If special aptitudes required please state _____

_____

No. of jobs offered _____

Preferred date by which workers should arrive in New Zealand (see Note above). _____

Ordinary hours of work per week _____. Present ruling rate of wages per week NZ$ _____*

Overtime normally available _____ hours per week.

Present overtime rates payable per hour NZ$ _____*

(*Subject to fluctuation)

Will the worker(s) be required to work on shifts? Yes/No

Any other comments about job: _____

Proposed travel arrangements from point of entry into New Zealand to destination: _____

_____

In the attached Offer(s) of Employment I include the following undertakings:

(1) To arrange accommodation at _____ (address of accommodation) which will be available for the worker(s) for the duration of the employment at a weekly cost to each worker of NZ$_____ which covers the full cost of

_____ (state whether full board and lodgings, bed and breakfast, accommodation only etc.)

(2) To pay the cost of the return fare from point of embarkation to point of destination in New Zealand and recover the cost free of interest from each worker by equal weekly deductions from wages over a period not exceeding 12 weeks until the total amount for each worker is repaid, at which point deductions will cease.

(3) To arrange at my expense a policy of insurance which will provide benefits for the worker(s) in the event of his/her/their suffering sickness or requiring hospitalisation not covered by the Accident Compensation Act, 1972.

(Name of Insurance Company: _____)

I enclose two copies of an employment agreement for completion by each worker.

_____
(Signature of employer)

_____
(Designation)

_____
(Date)

FOR OFFICE USE ONLY

The accommodation has been inspected and found satisfactory.

No. of seat held
Flight No.
Date

Signed _____
Air New Zealand

OFFICE STAMP

for District Supt/Officer
Department of Labour

NOTES FOR EMPLOYERS

A. Insurance Benefits to be provided:

1. Incapacity: A daily allowance payable from the eighth day of incapacity, at a rate to yield, on a weekly basis, not less than the Social Security sickness benefit for a single person.

2. Reimbursement of medical expenses up to a limit of $1,000 for:

   Treatment by a registered medical practitioner.
   Hospitalisation.
   Drugs and medicines prescribed.
   Nursing.

3. Death: A lump sum payment of $500.

B. Procedure:

This request form may relate to several workers where the terms of employment, and the address and cost of accommodation, are the same for all workers covered by the request, and the preferred date of arrival is the same. Separate forms are necessary where the above elements will not be common to all workers.

In all cases two forms of employment agreement are required in respect of each worker.

ANNEX C

EMPLOYMENT AGREEMENT

A. OFFER

(1) Employer to fill in.

1. Employer's Offer

_____ (1) of _____ (1)
(name of employer) (address)
(hereinafter called "the employer") hereby offers one position of employment as a

_____ (1) at _____ (1)
(job description) (locality)

in New Zealand. The employment shall be for a continuous period of four months, but subject to clause 4 of the Schedule of Terms, it may be extended for a further period of two months. The performance of the employment shall commence on the next working day after the date of the worker's arrival at the place of employment.

2. Conditions

The terms and conditions of employment are those contained in this Offer, and also those set out in the Schedule of Terms which shall be read with and form part of this Offer.

3. Definitions

In the Schedule of Terms, "employer" has the same meaning as in this Offer, and "worker" means the worker who accepts this Offer.

4. Workers Eligible

(2) Employer to delete what is not applicable.

This Offer is made to any worker / male worker / female worker (2) capable of performing the work and who is of good health.

(3) Employer to fill in gross weekly remuneration.

(4) Employer to specify 40 hour week etc., as the case may be.

5. Wages

The worker's remuneration and other conditions of employment shall be not less favourable than those applying to equivalent New Zealand workers in the same locality and in any case shall be not less favourable than those contained in the relevant award or collective agreement as the case may be. The remuneration at present being paid to equivalent New Zealand workers is NZ$_____(3) per week for a _____(4) hour week.

6. Accommodation

The employer shall arrange for the worker living accommodation approved by the Department of Labour for the purpose, for the duration of this Agreement. The weekly cost to each worker for the accommodation shall be NZ$_____(5) which shall include the full cost of _____(6). (state whether full board and lodgings, bed and breakfast, accommodation only etc.)

(5) Employer to fill in weekly accommodation cost.

(6) Employer to fill in.

7. Deductions

The employer with the consent of the worker shall make equal deductions from wages payable to the worker at a rate per week to reimburse the employer over a period not exceeding twelve weeks the sum of NZ$_____ (7), subject to changes in transport charges, being monies paid or to be paid by him for the cost of fares for the worker's transport from his point of embarkation from Fiji to his place of work in New Zealand, and return.

(7) Employer to fill in the amount.

8. Mode of acceptance

Acceptance of this Offer, by proper completion of Section B of this agreement, by any worker who satisfies the requirement of Clause 4 of this Offer at the time of acceptance, thereby completes an agreement with the employer, as and from the time of acceptance, upon and subject to the terms and conditions of this Offer and the attached Schedule of Terms.

(8) Employer's full name - full company etc. name if applicable.

(8)

SIGNED by _____ at _____
(name of employer) (town or city)

this _____ day of _____ 19_____

Signature: _____

(If signed on behalf of company or other body, person signing to add his designation.)

SCHEDULE OF TERMS

1. The Employer shall arrange transport for the Worker from his point of embarkation from Fiji to his place of work in New Zealand to enable the Worker to take up his employment and the Employer shall also arrange transport for the Worker from that place in New Zealand to Fiji at the expiry of this agreement. The Employer shall pay for the transport but the Worker shall reimburse the Employer in the manner provided in Section A of this Agreement. Nothing in this Agreement shall render the Worker liable to pay to the Employer any interest on monies spent by the Employer on transport for the Worker.

2. The Employer or his representative shall meet the Worker at the airport at which he shall leave the aircraft on which he shall have arrived in New Zealand and shall arrange transport for the Worker to the place at which he is to work.

3. (a) The Employer shall, at his expense, take out a policy of insurance to provide for the Worker the following benefits:

(i) Incapacity: a daily allowance, payable from the eighth day of incapacity, at a rate to yield, on a weekly basis, not less than the Social Security sickness benefit for a single person.

(ii) Reimbursement of medical expenses up to a limit of $1,000 for:

Treatment by a registered medical practitioner;

Hospitalisation;

Drugs and medicines prescribed;

Nursing.

(iii) Death: a lump sum payment of $500.

If payments under paragraph 3(a) (i) above are received by the Employer he may make deductions, where applicable, under clause 7 of Section A of this Agreement. Nothing in this subclause shall apply in respect of personal injury by accident within the terms of the Accident Compensation Act, 1972.

(b) If the Worker shall receive any earnings related compensation from the Accident Compensation Commission in respect of any period during which the Employer would have been entitled to make reimbursement deductions as provided in this agreement, the Worker shall pay to the Employer the sums which would have been deducted.

4. If the Minister of Immigration on the application of the Worker shall extend the Worker's temporary entry permit by any period of up to two months AND the Employer supported the application for extension, then this Agreement shall be deemed to be extended by such period.

5. The Worker shall occupy and pay for the accommodation and remain in the employment for the duration of this Agreement.

6. If the Worker shall before completion of this Agreement leave the employment or the approved accommodation arranged by the Employer, the Employer shall, as soon as he learns of either event, give notification in writing of the event to the nearest District Office of the Department of Labour.

7. If for any reason the Worker shall terminate the employment before its completion then:

(a) The Employer's obligation to pay the cost of transport from the Worker's place of work in New Zealand to Fiji shall continue and

(b) The worker shall be liable to pay forthwith to the Employer the balance then owing to him for the transport agreed to be provided by the Employer in this Agreement.

8. The Employer or the Worker may notify the nearest District Office of the Department of Labour of any matter arising out of this Agreement which calls for attention and for which no other procedure is prescribed or available.

9. The Employer shall give to the Worker all reasonable assistance in arranging the remission of his savings to Fiji and the securing of any refund of New Zealand income tax to which he may be entitled.

10. The authoritative text of this Agreement shall be the text in the English language which shall prevail if there is any discrepancy between it and the text in the Fijian or Hindi languages.

11. This Agreement shall be governed by the law of New Zealand which shall be deemed to be the proper law of the contract.

B ACCEPTANCE

(9) Employer to fill in

(10) Worker to fill in full name.

(11) Worker to fill in full address.

(12) Worker to fill in.

(13) Worker to fill in.

(14) Worker to fill in date, month and year.

To: _____ (9)
(full name of employer)

I _____ (10) of _____
(full name of worker)

_____ (11)
(worker's full address)

_____ (12)
(worker's present occupation)

hereby accept the above offer.

SIGNED by _____ (13) at _____
(full name of worker) (Locality

_____ (13)
where acceptance is signed)

This _____ (14) day of _____ (14) 19 _____ (14)

Signature of Worker _____

CONSENT TO DEDUCTION FROM WAGES

(15) Employer to fill in.

(16) Worker to fill in.

(17) Employer to fill in.

(18) Employer to fill in total amount.

To: _____ (15)
(full name of employer)

I, _____ (16), a worker
(full name of worker)
employed by you in accordance with the foregoing agreement, hereby give my consent for you to deduct from my wages the sum of NZ$_____ (17) per week until a total amount of NZ$_____ (18) (subject to changes in transport charges) has been deducted. These deductions are to be a reimbursement to you for the cost of my transport from my point of embarkation from Fiji to my place of work in New Zealand and return, already paid or to be paid by you. This consent is given in terms of Section 7(1) of the Wages Protection Act, 1964 (New Zealand).

(19) Worker fill in date, month and year.

SIGNED by _____ (16) at _____ (16)
(full name of worker) (locality)

this _____ (19) day of _____ (19)

19 _____ (19).

Signature of Worker: _____

CERTIFICATE OF WITNESS

I _____
(full name of witness)

of _____,
(witness's full address)

_____
(witness's occupation)

hereby certify that I explained the foregoing employment agreement, including the Schedule of Terms, and the Consent to Deducation from Wages,

to _____ before
(full name of worker)

he signed the Acceptance, and he appeared to understand fully the nature and content of the agreement and the consent. He then signed the Acceptance in my presence. After signing the Acceptance, he then signed the Consent in my presence.

Signature of Witness _____

_____
(date)

ANNEX D

DEPARTMENT OF LABOUR - NEW ZEALAND

APPLICATION FOR TEMPORARY PERMIT TO WORK IN NEW ZEALAND

FOUR MONTH URBAN SCHEME 64 (B)

To: Immigration Attache,
New Zealand High Commission,
Suva,
FIJI.

I hereby apply for a temporary permit to work in New Zealand under an employment agreement which I will sign before this application is granted.

1. Full name as shown in passport _____

_____

2. Male/Female Married/Single
3. Father's name _____
4. Place and Country of Birth _____
5. Date of Birth ____/____/____
6. Address _____
7. Nationality _____
8. Passport Number _____
9. Occupation _____
10. Names and Addresses of Relatives and Friends in New Zealand _____

_____

_____

_____

11. If you have previously been in New Zealand, state the date of last departure from New Zealand _____
12. Have you ever been refused a permit to enter New Zealand? Yes/No
13. Have you ever been convicted of a criminal offence, deported from or asked to leave any country? Yes/No.
If "Yes" give details _____

_____

_____

14. I hereby declare that:

(i) The above particulars are true and correct.
(ii) I am of good health and character.
(iii) I will on arrival in New Zealand deposit my passport and my return ticket with the New Zealand immigration authorities.

(iv) I fully understand that should I remain in New Zealand after my permit has expired, I will be liable to prosecution and deportation.

Signature _____

Date _____/_____/_____

IMPORTANT

The following Certificate should be completed where the applicant has not personally completed this application:

"I _____ of _____
(full name)

_____ certify that I
(address)

personally completed this application at _____

_____ on _____ at the
(place) (date)

request of _____ from
(name of applicant)

information supplied to me by the said applicant in the

_____ language and that the
(state language used)

applicant appeared to understand the contents and to approve of them before he/she signed the application."

Signed _____

N.B. (a) The applicant must attach two recently taken passport size photographs of himself/herself. The photographs must show on the reverse side the name of the person in the photograph.

(b) Any person who arrives in New Zealand who has obtained a permit by a false statement or misrepresentation is liable to imprisonment and deportation.

The applicant meets the requirements and has been selected for employment in New Zealand.

_____
for Permanent Secretary for Labour

ANNEX E

NEW ZEALAND DEPARTMENT OF LABOUR

EMPLOYMENT VOUCHER

FIJI WORKER

NOTES: 1. This card and your passport must be presented to the Immigration Officials on arrival in New Zealand. Your passport and return ticket will be retained by the New Zealand Labour Department and you must collect them prior to your departure from New Zealand. Section B of this card is a receipt for your passport and ticket. It will be completed by a Labour Department Official on your arrival in New Zealand.

2. After you have been in New Zealand for three months, with the support of your employer your permit to work in New Zealand may be extended to allow a total stay of up to six months. If an extension is sought you and your employer should complete Section C of this card. The card should then be taken to the Labour Department for the extension of your permit.

IF YOU REQUIRE HELP CALL AT THE LABOUR DEPARTMENT

3. This card is important and should be kept in a safe place. It must be surrendered to the Labour Department when you call to pick up your passport and ticket about one week prior to your departure from New Zealand.

SECTION A

PASSPORT NO. _____

NAME AS SHOWN IN PASSPORT _____

_____

DATE & PLACE OF BIRTH _____

ADDRESS IN NEW ZEALAND _____

_____

NEW ZEALAND EMPLOYER'S NAME AND ADDRESS _____

_____

SECTION B

Receipt is acknowledged of Fiji Passport No_____ and ticket No._____ issued to the bearer who arrived in New Zealand on the date of this receipt.

for Department of Labour

Date

(Stamp)

SECTION C

I hereby apply for an extension of my temporary permit to stay and work in New Zealand until _____ being a date not more than six months from the date of my arrival in New Zealand.

Signed _____

Date _____

I/We _____
(Name of Employer)
support the abovenamed's application for the extension of his/her temporary permit and undertake to provide employment for the abovenamed for the period of the extension being sought.

Signed _____

Designation _____

Date _____

Company Stamp

SECTION D

Temporary permit has been extended to _____

for Department of Labour

Date

(Stamp)

SECTION E

To: Air New Zealand (or authorised IATA agent)

_____

Please indicate below details of new booking.

Date: Flight No:

Destination: Point of Departure:

Departure Time:

(Validation Stamp)

for Air New Zealand