**CASUAL INDIVIDUAL EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** is between………………………………………………………………. ("the employer")

 **AND** …………………………………………………………………………………………. ("the employee")

**Interpretation**

In this agreement, unless the context otherwise requires:

"Act" means the Employment Relations Act 2000, and its amendments;

"Employer" means the company (or as the case may be) the medical practitioner(s) named above and includes where the context permits any person (such as a manager) to the extent that such person from time to time exercises the powers or duties of the employer;

**Commencement of Employment**

This individual agreement shall come into force on ……………………………….….

This agreement is an individual employment agreement between the employer and the employee within the meaning of the Act.

This agreement constitutes the entire agreement between the employer and employee and supersedes all previous representations, negotiations, commitments, communications, either written or oral, between the parties.

**Work Duties and Location**

The employee is engaged as a casual ………………….(position) based at………………...(address).

**Remuneration**

The employee shall be entitled to receive remuneration at the rate of $……… per hour paid weekly/fortnightly by direct credit into a nominated bank account.

**Hours and Days of Work**

The parties agree that because the Employee is being employed on an as required basis, the Employee has no fixed hours of work.

After each period of work, nothing in this agreement, either express or implied, requires the employer to offer any ongoing employment to the employee

Policies and Procedures

The employee shall comply with the employer’s policies and procedures in force from time to time, to the extent that such policies and procedures are not inconsistent with the terms and conditions of this Agreement.

The employee will be consulted regarding any additions/amendments to those policies and procedures, where such additions/amendments have a material effect on employees’ conditions of employment.

**Vulnerable Children Act 2014**

Where employers are required under the Vulnerable Children Act 2014 to safety check employees who will have contact with children, the parties agree that all employees covered by this agreement may be required to undergo such checks as prescribed by Regulation.  This may include both vetting and screening processes.  An employee who refuses to participate in the required safety checks or who does not pass such required screening may have their employment terminated.

If a New Zealand Police Vetting check has been conducted on the employee but has not been completed, the employee agrees not to treat any person under the age of 18 unless they are accompanied by a parent, caregiver, guardian or a senior staff member.

**Leave Provisions**

Annual, Sick and Bereavement Leave will be allowed in accordance with the Holiday’s Act 2003.

**Employee’s Responsibilities**

The employee agrees to:

(a) comply with all proper and lawful instructions of the employer;

1. respect the confidentiality of policies, plans, documents and other material relating to the business, or to the business affairs of the employer during and after employment;
2. not disclose to any unauthorised persons confidential information at any time during the term of this agreement, after its termination, or after termination of employment. Any unauthorised disclosure of information is considered “serious misconduct”.

**Information on Services Available for the Resolution of Employment Relationship Problems**

Employment relationship problems will be dealt with in accordance with the problem resolution process attached as Schedule A to this agreement.

**Acknowledgement**

I **………………………….** (employee) acknowledge that I fully understand the terms and conditions in this individual employment agreement and was given a reasonable opportunity to seek independent advice before I entered into the agreement.

*Employee's Signature* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Employer's Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*For and on behalf of the Employer*

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE A**

***Information on Services Available for the Resolution of Employment Relationship Problems***

The employer and employee can save time and help preserve their working relationship by solving their own problems as far as possible.

The following are suggestions for what the employee might do if they think there is a problem, and what help is available.

1. Clarify the problem
2. The employee should make sure there really is a problem by checking facts and ensuring nothing has been assumed or misunderstood. The employee might discuss the apparent problem with family, friends or advisers and find out what the laws and/or what this employment agreement says.
3. The employee can:
* Contact Ministry of Business, Innovation and Employment’s Infoline
* call free 0800 20 90 20
* visit the website at www.dol.govt.nz
* Get pamphlets/fact sheets from Employment Relations Service offices.
* Talk to a Union, a lawyer, community law office, industrial relations consultant, or other adviser.
	1. Discussion with the Employer

 The employee can arrange to discuss the facts with the employer to clear up any assumptions or misunderstandings, and try and find a solution. The employee may bring a friend, relative, or colleague to support them in the discussion at any time.

 1.3 What are the Next Steps?

 If the problem cannot be solved by discussion, either the employee or the employer can do some or all of the following things:

1. Contact Employment Relations Infoline, who may provide information and/or refer both parties to mediation;
2. participate in mediation provided by the Employment Relations Service (or the employer and employee can agree to use their own private mediator);
3. if there is agreement, a mediator provided by the Employment Relations Service can sign the agreed settlement, and that will be binding. Otherwise both parties can choose to have the mediator provided by the Employment Relations Service decide the matter, and if so, that decision will be binding;
4. if mediation does not resolve the problem, either or both parties can take the problem to the Employment Relations Authority for investigation;
5. the Employment Relations Authority may direct both parties to mediation or it can investigate and make a determination about the problem;
6. any party dissatisfied with the determination of the Authority, can take the problem to the Employment Court for a judicial hearing. (The Court may also tell both parties to go back and have more mediation).

1.4 Personal Grievances

1. If the employee considers that there are grounds for raising a personal grievance (for unjustified dismissal, unjustifiable disadvantage, discrimination, duress, sexual or racial harassment), the employee must notify the employer within 90 days of the action occurring or coming to the employee’s notice, otherwise the claim may be out of time.
2. The employee must let the employer know what the grievance is about, by either telling the employer, or putting the grievance in writing, so the employer can respond to the claim.
3. If the grievance is raised out of time, the employer may reject it, in which case the employee can ask the Employment Relations Authority to allow the grievance to be raised out of time but only if there are exceptional circumstances.