

Individual Employment Agreement Specialist Residential Schools

BETWEEN

the School Board of

[name of school]

("the Employer")

AND

[the Employee]

Select one of the employment positions from the buttons below

The School Board appoints / continues the employment of [tick one]

the Employee as a [job title/work to be performed],

working at [place of work].

Hours of Work

The Employee's hours of work will normally be

Pay

The Employee's Step (if appropriate) shall commence under this agreement at

[step] and the Employee's annual salary / hourly [tick one]

rate shall commence under this agreement at \$

Where this IEA is signed on or before 30 June 2023, the pay rates will be effective from 1 December 2022. Where this IEA is signed after 30 June 2023 the rates are effective from the date the IEA is signed by both parties. *Please note that the new pay rates will not be processed by Education Payroll until July 2023, so you will receive backpay if you are entitled to a payrise that is effective before then.*

Job Description

The work to be performed by the Employee is set out in the existing / attached job description [tick one and note that "existing" is not an option for a new employee] position description.

Other terms and conditions of employment

Your terms and conditions of employment under this agreement are those in the Specialist Residential Schools' Collective Agreement 2022-2025 ("SRSCA"), with the following modifications:

- clause 1.7.2 does not apply to you;
- notwithstanding anything to the contrary in the SRSCA, the effective date of the application of any
- of its provisions in respect to this individual employment agreement is the actual date both parties
- sign it or the date of promulgation, whichever is the later. The exception to this is the effective date
- for pay (see the section on "Pay" above); and
- all the necessary modifications applicable to an individual employment agreement.

Section 7 of the SRSCA includes a [plain language explanation](#) for the services available for resolving employment relationship problems, but you should note that from 13 June 2023 you have 12 months to raise a personal grievance in respect of sexual harassment, rather than the 90 days referred to in the collective agreement.

A copy of the Specialist Residential Schools' Collective Agreement 2022-2025 is available at (www.education.govt.nz/collective-agreement/).

[named School Board by]

SIGNED by (Employee) on

[date]

SIGNED for and on behalf of the above

[date]

[print name] and

[position]

[school number]

Reminder for School Boards

(NB: this reminder does not form part of the IEA, but can be provided to the employee as part of ensuring new employees receive the required information)

INDIVIDUAL EMPLOYMENT AGREEMENT SPECIALIST RESIDENTIAL SCHOOL STAFF

New employees

- The employer should inform the employee that they can obtain information about their entitlements under the Holidays Act 2003 from their union (if they are a member) and from the Ministry of Business, Innovation and Employment. Information about the Holidays Act and other minimum entitlements can also be found at www.employment.govt.nz.

New employees – where a collective agreement is in force

- New employees who are or become members of the NZ Public Service Association (the union) and who perform the work covered by the Specialist Residential Schools' Collective Agreement (the Collective Agreement 2022-2025) will be bound by that collective agreement.
- New employees who are not members of the union and who perform the work covered by the Collective Agreement must be offered an individual employment agreement which, for the first 30 days of employment, contains terms and conditions of employment of that collective agreement.
- Before agreeing to the individual employment agreement and before the employee commences work, the employee must be advised that:
 - they are entitled to seek independent advice about the proposed employment agreement
 - the collective agreement exists and covers the work to be done by the employee
 - the employee may join the union, and how they can contact the union, and
 - if the employee joins the union, they will be bound by the collective agreement.

- The employer must give the employee:
 - a copy of the collective agreement
 - any information about the role and functions of the union that the employer is required to provide to prospective employees in accordance with a request by a union under section 30A of the Employment Relations Act
 - a reasonable opportunity to seek independent advice. The employer must also consider any issues that the employee raises and respond to them, and
 - within 10 days after they commence employment, a copy of MBIE's "Form for new employees to indicate if they intend to join a union", for the employee to complete and return. A copy of the form can be found [here](#) and further guidance can be found [here](#).
- At the end of the first 30 days of employment, if the employee has not joined the union, the employer and employee may agree to vary the terms and conditions of employment.
- If the parties wish to vary the promulgated individual employment agreement, whether on appointment or after the 30 day period, they will require concurrence from the Ministry. Note that the employee must be informed that they are entitled to seek independent advice about any variation to the promulgated agreement that is offered.
- If the employer and employee choose not to vary the terms and conditions of the promulgated individual employment agreement after the 30 day period it remains in force unchanged.