TE AHO O TE KURA POUNAMU EARLY CHILDHOOD TEACHERS' INDIVIDUAL EMPLOYMENT AGREEMENT

The effective date of this Individual Employment Agreement is the date it is signed by both parties or the date of promulgation, whichever is the later.

BETWEEN the School Board of Te Aho o Te Kura Pounamu a statutory body constituted pursuant to section 118 of the Education and Training Act 2020 …… *[school number]* ("the Employer")

AND …… ("the "Employee")

The School Board appoints / continues the employment *[delete one]* of the Employee as a ……..... *[job title/work to be performed]* working at ..... *[place of work]* working times as specified in Te Aho o Te Kura Pounamu Early Childhood Teachers' Collective Agreement 2018-2021: indicate either: full-time / part-time *[delete one]*.

The Employee's hours of work will normally be ……..……with effect from ……. *[date]* upon and subject to the terms and conditions contained in this agreement.

Salary rates are paid in accordance with Te Aho o Te Kura Pounamu Early Childhood Teachers' Collective Agreement 2018-2021 modified as necessary to ensure that any rates that are below minimum wage are replaced with the rate set out in the Minimum Wage Order.

The work to be performed by the Employee is set out in the attached position description.

The terms and conditions of employment under this agreement are those applicable terms and conditions of Te Aho o Te Kura Pounamu Early Childhood Teachers' Collective Agreement 2018-2021 which, with all the necessary modifications, are applicable to an individual employment agreement for early childhood teachers employed by Te Aho o Te Kura Pounamu. In addition, the attached plain language explanation of the services available for the resolution of employment relationship problems shall apply. The terms and conditions of employment set out in this agreement replace any previous arrangements and understandings.

Any relevant term or condition in the collective agreement, including increases in remuneration, that has an implementation date prior to the date of this Individual Employment Agreement being signed shall apply from the date of signing.

A copy of Te Aho o Te Kura Pounamu Early Childhood Teachers' Collective Agreement 2018-2021 is available on the Ministry's website at (see www.education.govt.nz).

The Employee acknowledges he/she has had reasonable opportunity to seek advice.

SIGNED by …….. (Employee) on ....*[date]*

SIGNED for and on behalf of the above named School Board by

…….. *[signature]*

……. *[print name and position]*

…….. *[date]*

New Employees

In offering the promulgated Individual Employment Agreement to new employees, boards are required to meet their obligations under the Employment Relations Act 2000. Set out below is a guide to the obligations in relation to new employees, but Boards should also seek advice from NZSTA.

New employees – where a collective agreement is in force

- New employees who are or become members of the NZ Educational Institute – Te Riu Roa (NZEI Te Riu Roa) (the union) and who perform the work covered by the Te Aho o Te Kura Pounamu Early Childhood Collective Agreement (the Collective Agreement) 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.

New employees - where a collective agreement is not in force

- 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 agreement offered.
- The employer must give the employee:
    - a copy of the individual employment agreement being offered, and
    - a reasonable opportunity to seek independent advice. The employer must also consider any issues that the employee raises and respond to them.
- If the parties wish to vary the promulgated individual employment agreement they will require concurrence from the Ministry.