

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

**BETWEEN** the School Board of Te Aho o Te Kura Pounamu [498] ("the Employer")

**AND** ..... ("the "Employee" or "You")

**The Employer** appoints / continues the employment of the Employee *[strike out one]* as a .....  
..... *[job title/work to be performed]*  
working at ..... *[place of work]*.

**Job Description**

The work you are to perform is set out in the existing ..... / attached ..... [tick one; note that "existing" is not an option for a new employee] job description.

**Days and Hours of Work**

Your days and hours of work will normally be .....

**Pay**

Your annual rate shall commence under this agreement at \$.....  
*(Note that any minimum wage increases occur on 1 April each year. The pay rates for any employees on the minimum wage will automatically be increased accordingly)*

**Other Terms and Conditions of Employment**

Your terms and conditions of employment are the terms and conditions of Te Aho o Te Kura Pounamu Early Childhood Teachers' Collective Agreement 2022-2024 ("the collective agreement"), with the exception of the lump sum payment at clause 1.9.2 and with all the necessary modifications as are applicable to an individual employment agreement for early childhood teachers.

Any provisions in the collective agreement that are backdated to take effect before You and the Employer sign this individual employment agreement will apply to You provided this individual employment agreement is signed by You and the Employer no later than 6 April 2023. Where this individual employment agreement is signed after 6 April 2023, the effective date of any such provisions is the date this individual employment agreement is signed by both You and the Employer. *(Note: this cannot be earlier than the date this agreement promulgated)*

A copy of Te Aho o Te Kura Pounamu Early Childhood Teachers' Collective Agreement 2022-2024 is available on the Ministry's website at (see [www.education.govt.nz](http://www.education.govt.nz)).

You acknowledge you have had a reasonable opportunity to seek independent advice.

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

**SIGNED** for and on behalf of the Te Aho o Te Kura Pounamu Board by

..... *[Employer 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 the New Zealand School Trustees Association.

### **New employees – where a collective agreement is in force**

- New employees who are or become members of the NZ Educational Institute – 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.