

Individual Employment Agreement

Te Aho o Te Kura Pounamu Specialist and Support Staff

BETWEEN

the School Board of Te Aho o Te Kura Pounamu (“the Employer”)

[school number]

(“the Employer”)

AND

[the Employee or You]

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]

Select one of the employment positions from the buttons below

Position Description

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

Hours of Work

The Employee’s hours of work will normally be

Pay

The Employee’s pay grade/level and step (if appropriate) shall commence under this agreement at
[grade] / [level] and [step]
and the Employee’s salary / hourly [tick one]
rate shall commence under this agreement at \$

Effective Date of Employee’s Terms and Conditions

Notwithstanding anything to the contrary in the Te Aho o Te Kura Pounamu Specialist and Support Staff Collective Agreement 2022 - 2024, the terms and conditions in this IEA are effective from the date on which it has been signed by both parties, if signed after 30 September 2023.¹

The terms and conditions of employment are those terms and conditions of the Te Aho o Te Kura Pounamu Specialist and Support Staff Collective Agreement 2022 - 2024, with all the necessary modifications applicable to an individual employment agreement for a
[job title].

Part 9 of Te Aho o Te Kura Pounamu Specialist and Support Staff Collective Agreement includes a plain language explanation for the services available for resolving employment relationship problems.

A copy of the Te Aho o Te Kura Pounamu Specialist and Support Staff Collective Agreement 2022 - 2024 is attached (www.education.govt.nz/collective-agreements/).

The terms and conditions of employment set out in this agreement replace any previous arrangements and understandings.

The Employee acknowledges they have had a reasonable opportunity to seek independent advice.

¹ Note that this cannot be sooner than the date of promulgation of this IEA

SIGNED by (Employee) on

[date]

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

[print name] and

[position]

[date]

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 Specialist and Support Staff Collective Agreement (the Collective Agreement 2019-2021) 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.