

INDIVIDUAL EMPLOYMENT AGREEMENT

Kaiarahi i te Reo, Therapists, ATSSD and Special Education Assistants

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 Board of Trustees (“the Board”) of
..... *[name of school]* (“the Employer”) a
statutory body constituted pursuant to section 93 of the Education Act 1989
..... *[school number]* (“the Employer”)

AND the Employee”)

The Employer appoints/continues the employment of *[delete one]* the Employee as a
..... *[job title/work to be performed]*,
working at *[place of work]*, with effect
from the date this agreement has been signed by both signatories (except as provided below) upon and subject
to the terms and conditions contained in this agreement.

Notwithstanding anything to the contrary in the Kaiarahi i te Reo, Therapists’, ATSSD and Special Education Assistants’ Collective Agreement 2017-2019 the effective date of the application of any of its provisions in respect to this agreement shall be the date this individual employment agreement is signed by the Employer and Employee and shall be no sooner than the date of promulgation of this agreement.

The Employee’s hours of work will normally be

The Employee's salary step (if appropriate) shall commence under this agreement at *[step]*
and the Employee’s salary/hourly *[delete one]* rate shall commence under this agreement at
\$..... (Note that minimum wage increases on 1 April each year. The pay rates
of any employees on minimum wage will automatically be increased accordingly.)

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

The terms and conditions of employment under this agreement are those terms and conditions of the Kaiarahi i te Reo, Therapists’, ATSSD and Special Education Assistants’ Collective Agreement 2017- 2019, with all the necessary modifications applicable to an individual employment agreement for support staff modified as necessary to ensure that any rates that are below minimum wage are replaced with the rate set out in the annual Minimum Wage Order. A copy of the Kaiarahi i te Reo, Therapists’, ATSSD and Special Education Assistants’ Collective Agreement 2017-2019 is attached (see www.education.govt.nz).

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

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

SIGNED by (Employee) on *[date]*

SIGNED for and on behalf of the above named Board of Trustees 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 Kaiarahi i te Reo, Therapists, Assistants to Teachers with Students with Severe Disabilities and Special Education Assistants’ 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.