

**INDIVIDUAL EMPLOYMENT AGREEMENT**

**Kaiārahi i te Reo, Therapists, ATSSD and Special Education Assistants**

**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

**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 Kaiārahi i te Reo, Therapists’, ATSSD and Special  
Education Assistants’ Collective Agreement 2019-2022, the effective date of the application of any of its  
provisions in respect to this Individual Employment Agreement shall be:

- 13 December 2019, if signed on or before 29 May 2020, or
- the actual date signed if signed after 29 May 2020

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 \$.....

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  
Kaiārahi i te Reo, Therapists’, ATSSD and Special Education Assistants’ Collective Agreement 2019-  
2022, with all the necessary modifications applicable to an individual employment agreement for support  
staff. A copy of the Kaiārahi i te Reo, Therapists’, ATSSD and Special Education Assistants’ Collective  
Agreement 2019-2022 is attached ([available on the Ministry of Education website](#))

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]*  
..... *[school number]*

**REMINDER FOR BOARDS OF TRUSTEES**  
**(NB: this reminder does not form part of the IEA)**

**INDIVIDUAL EMPLOYMENT AGREEMENT**

**Kaiārahi i te Reo, Therapists, ATSSD and Special Education Assistants**

**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 Kaiārahi i te Reo, Therapists', ATSSD 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.