

FIXED-TERM (RELIEVER) - PRIMARY TEACHER

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 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”)

1. Fixed Term Employment

The Employee is employed as a fixed-term reliever teacher upon, and subject to, the terms and conditions contained in this agreement and shall be employed either:

- (a) (i) short term - a period not exceeding three weeks (refer to section 1.6.9 of the Primary Teachers’ Collective Agreement 2016-2018); or
- (ii) long term - a continuous period beyond three weeks; (refer to section 1.6.9 of the Primary Teachers’ Collective Agreement 2016-2018) (*delete (i) or (ii) as necessary*) and
- (b) full time or part-time. (*delete one*) If part-time the pro-rata hours of work per week are _____ *[indicate proportion of full-time hours, e.g 0.2 = one day per week]*.

2. Period of Employment

(Essential Note: refer to Section 66 of the Employment Relations Act 2000 and/or Section 2.2.5 of the Primary Teachers’ Collective Agreement 2016-2018 prior to completing this section.)

The Employee is employed for the period from _____ (*insert start date*)
UNTIL [either] (*tick the one appropriate option below, fill in the space and strike out the others*)

A specified date (*insert date*) _____ because (*state reasons*) _____

OR

The occurrence of a specified event (such as where the purpose of the position ceases or substantially alters or funding for it is withdrawn) (*event details*) _____
because (*state reasons*) _____

OR

Conclusion of a specified project (for example entering catalogue of library book collection onto computer database) (*project details*) _____
because (*state reasons*) _____

3. Terms and Conditions of Employment

The terms and conditions of employment under this agreement are:

- (a) Those terms and conditions of the Primary Teachers' Collective Agreement 2016-2018 that are applicable to fixed-term reliever teachers, modified as necessary to apply within this individual employment agreement; and
- (b) Any other terms and conditions set out in this agreement.

The place of work will normally be _____

The Employee's salary shall commence under this agreement at \$ _____
per annum (pro-rated accordingly if part time) _____ *[and if applicable state number and type of salary units]*

4. Copy of the Collective Agreement

A copy of the Primary Teachers' Collective Agreement 2016-2018 is attached (available on the Ministry website www.education.govt.nz).

5. Independent Advice

The Employee acknowledges that he/she has had reasonable opportunity to seek independent advice on the proposed agreement.

6. Completeness

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

7. Signatories

_____ on _____ [date]

SIGNED by the Employee

_____ on _____ [date]

SIGNED for and on behalf of the Employer by

_____ *[print name and position]*

School number: _____

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 (the union) and who perform the work covered by the Primary Teachers’ 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.