

Long-term (reliever) – area school teacher individual employment agreement

Note: This individual employment agreement can only be used for a long term reliever who is not a member of the PPTA or NZEI. PPTA and NZEI members are bound by the ASTCA.

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

[name of school]
("the Employer")

AND

("the Employee")

1. Fixed Term Employment

The Employee is employed as a long-term reliever teacher (refer to clause 3.27.1(b) of the Area School Teachers' Collective Agreement 2023-2025) upon, and subject to, the terms and conditions contained in this agreement and shall be employed full time or part time (*delete one*).

If part-time insert the proportion of full time FTTE to be worked per day

[eg: 0.04 on Monday plus 0.2 on Tuesday plus 0.16 on Wednesday = 0.4 for the week]:

Monday

Tuesday

Wednesday

Thursday

Friday

Total FTTE

2.**Period of Employment**

(**Essential Note:** refer to Section 66 of the Employment Relations Act 2000 and/or clause 2.2.2A of the Area School Teachers' Collective Agreement 2023-2025 prior to completing this section.)

The Employee is employed for the period from *(insert start date)*

UNTIL *(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of a specified event (such as where the purpose of the position ceases or substantially alters or funding for it is withdrawn) *(event details)*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

(a) The terms and conditions of employment under this agreement are:

Those terms and conditions of the Area School Teachers' Collective Agreement 2023-2025 that are applicable to long-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

Your pay rate and any applicable allowances for an engagement will be determined based on the ASTCA. (In the very unlikely event that an engagement includes work on a public holiday, you would be paid in accordance with section 50 of the Holidays Act 2003.)

In addition, the attached plain language explanation of the services available for the resolution of employment relationship problems shall apply.

[Employment relationship problem resolution - Education in New Zealand](#)

4. Copy of the Collective Agreement

A copy of the [Area School Teachers' Collective Agreement](#) 2023-2025 is attached.

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:

**The following material contains information for school boards and employees.
It does not form part of the employee's terms and conditions of employment**

Prospective or 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.

Where a collective agreement is in force

- New employees who are or become members of the NZEI Te Riu Roa or NZPPTA (the union) and who perform the work covered by the Area School Teachers' Collective Agreement 2023-2025 (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 contains the terms and conditions of employment of that collective agreement, and the steps below apply to these employees.
- Before agreeing to the individual employment agreement and before the employee commences their first engagement, 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

- if the employee joins the union, they will be bound by the Collective Agreement, and
- for the first 30 days, their terms and conditions will be the same as the terms and conditions in the Collective Agreement, plus any additional terms and conditions mutually agreed by employer and employee (*Note that any additional terms and conditions must be no less favourable than those in the Collective Agreement **and** that if the parties wish to vary the promulgated individual employment agreement the employer will require concurrence from the Ministry*).

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.

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- MBIE form
 - Within 10 days after they commence their first engagement, the employee must be given a copy of MBIE's "Form for new employees to indicate if they intend to join a union", to complete and return. A copy of the form can be found [here](#) and further guidance can be found [here](#).
 - The employer is also required to provide certain information to the union depending on whether the employee completes and returns the MBIE form above, and what they say on that form (see the guidance [here, including for information about when this step must be completed by](#)).
 - At the end of the first 30 days, if the employee has not joined the union, the employer and employee may agree to vary the terms and conditions of employment. *(Note that if the parties wish to vary the promulgated individual employment agreement, whether on appointment or after the 30 day period, the employer will require prior concurrence from the Ministry).* The employee must be informed that they are entitled to seek independent advice about any variation to the promulgated agreement that is offered, and be given a reasonable opportunity to do so.
 - 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.

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