

Individual Employment Agreement (kindergarten teachers)

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

[name of Association],

a Kindergarten Association that controls a free kindergarten within the meaning of section 10 of the Education and Training Act 2020 (the “employer” or “Association”).

AND

(the “Employee” or “You”)

Your Position and Hours of Work

The Employer appoints / continues your employment in the role of:

[tick the one that applies]

Teacher

Head Teacher

Senior Teacher

You are employed full time / part time [tick one]

Your position is Permanent / Fixed Term or Long-Term Reliever [tick one]

Working at [identify Kindergarten(s)]

from

[enter the start date of this agreement whether you are a new employee or an existing employee]

Your Pay

Salary rates are paid in accordance with the Kindergarten Teachers, Head Teachers and Senior Teachers’ Collective Agreement 2023-2026. Note that minimum wage increases on 1 April each year. The pay rates of any employees on minimum wage will automatically be increased accordingly.

Other Terms and Conditions of Employment

Your other terms and conditions of employment are the terms and conditions of the Kindergarten Teachers, Head Teachers and Senior Teachers’ Collective Agreement 2023-2026 (KTCA), with all the necessary modifications are applicable to an individual employment agreement for teachers employed by Kindergarten Associations. In addition, the [attached plain language](#) explanation of the services available for the resolution of employment relationship problem shall apply.

A full copy of the KTCA is published on the Ministry of Education website ([see www.education.govt.nz](http://www.education.govt.nz)).

In signing this agreement the Employer and the Employee agree that the terms and conditions of employment set out in this individual employment agreement replace all previous arrangements and understandings.

You acknowledge you have had a reasonable opportunity to seek independent advice.

SIGNED by (Employee) on [date]

SIGNED for and on behalf of the above [date]
named Association by

[print name] and [position]

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 Associations should also seek independent advice. New employees must also be advised that they can obtain information about their entitlements under the Holidays Act 2003 from their union (if they are a member) and from the Ministry of Business, Innovation and Employment. Information about the Holidays Act and other minimum entitlements can also be found at www.employment.govt.nz

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 Kindergarten Teachers, Head Teachers and Senior 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 prior 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 prior concurrence from the Ministry.