

Individual Employment Agreement (Primary School Principal – NZEI)

Note: This IEA can only be offered to new principals and to existing principals other than those who were bound by the Primary Principals' (PPCBU) Collective Agreement 2022-2024 but have subsequently resigned their membership of PPCBU.

BETWEEN

the Board of

[name of school]

("the Employer")

AND

(the "Employee" or "You")

The Employer appoints you to continues your employment in [tick one] the role of.

[name of school] working at

[place of work]

Job Description

The work you are to perform is set out in the existing attached position description.

[tick one and note that "existing" is not an option for a new employee]

Remuneration

You are entitled to remuneration set out in Part 5 of the Primary Principals' (NZEI) Collective Agreement 2023-2025 ("PPCA-NZEI"). Your salary shall be the rate payable for the U-grade of the school as advised in the entitlement notice from the Ministry of Education. You are also entitled to the staffing-based salary component, the Equity Index payment (where applicable), the Leadership in Literacy and Numeracy payment and the career structure payment (where applicable), at the rates set out in the PPCA-NZEI.

If you meet the criteria for the additional payment described in clause 1.7.4 of the PPCA-NZEI then you are entitled to that payment if you have not received a lump sum payment under another employment agreement since 1 December 2023 and this IEA is signed on or before 6 November 2023.

Other terms and conditions of employment

Your other terms and conditions of employment are those of the PPCA-NZEI with all the necessary modifications applicable to an individual employment agreement for a Primary School Principal.

The PPCA-NZEI is available on the Ministry of Education's website:

<http://www.education.govt.nz>

Appendix 3 of the PPCA-NZEI contains a [plain language explanation](#) of the services available for the resolution of employment relationship problems.

Effective Date: The terms and conditions in this IEA are effective from the date on which it has been signed by both parties.

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, except those to which concurrence had previously been sought and granted in terms of Circular 2020/10.

The Employee acknowledges they have had reasonable opportunity to seek independent advice.

SIGNED by (Employee) on [date]

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

[print name] and [position]

[school number]

REMINDER FOR SCHOOL BOARDS

(NB: this reminder does not form part of the IEA, but can be provided to the principal as part of ensuring that a new principal receives all of the required information)

Notes re new employees – Primary Principals

- There are two collective agreements that cover the work of Primary Principals: one with NZEI Te Riu Roa (NZEI), and one with the Primary Principals' Collective Bargaining Union (PPCBU).
- If you employ a new primary principal and they are or become a member of:
 - NZEI, they will be bound by the NZEI collective agreement (PPCA – NZEI)
 - PPCBU, they will be bound by the PPCBU collective agreement (PPCA – PPCBU).
- If the primary principal is a **member of both** NZEI and PPCBU they will be bound by the PPCA - PPCBU.
- If your new primary principal is not a **member of either** union then they must be offered an individual employment agreement which, for the first 30 days of employment, contains terms and conditions of employment of the PPCA – NZEI (ie this promulgated IEA). Before agreeing to the individual employment agreement and before the new primary principal commences work, they must be advised that:
 - if they enter into an individual employment agreement with the school board, their terms and conditions of employment will, during the first 30 days of their employment, comprise:
 - › the terms and conditions in the collective agreement that would bind the prospective employee if the prospective employee were a member of the union; and
 - › any additional terms and conditions mutually agreed to by the parties that are no less favourable to the prospective employee than the terms and conditions in the collective agreement. *Note that the school board must obtain **prior written concurrence from the Ministry** to any additional terms and conditions.*
 - they are entitled to seek independent advice about the proposed employment agreement
 - the collective agreements exist and cover the work to be done by the employee
 - they may join either union, and how they can contact the unions
 - if they join one of the unions, they will be bound by the collective agreement that union is party to, and
 - 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.
- As the employer, the school board must give the principal:
 - a copy of the collective agreements (they are available at <https://www.education.govt.nz/school/people-and-employment/employment-agreements/collective-agreements/>)
 - any information about the role and functions of the union(s) 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

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- a reasonable opportunity to seek independent advice. The board must also consider any issues that the prospective 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 principal has not joined either NZEI or PPCBU, the school board and principal may agree to vary the terms and conditions of employment.
 - If the school board and principal choose not to vary the terms and conditions of this promulgated individual employment agreement after the 30 day period then it remains in force unchanged
 - If the parties wish to vary the promulgated individual employment agreement, whether on appointment or after the 30 day period, the school board will need to obtain **prior concurrence from the Ministry**. Note that the principal must be informed that they are entitled to seek independent advice about any variation to the promulgated agreement that is offered.