

# Long-term (reliever) - primary 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 NZEI. NZEI members are bound by the PTCA.**

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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”)

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**1.**

## Employment

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

Working at

[Your place of work will normally be]

Working as

[Name of role]

Tick if employed as a Speech Language Therapist

## 2. Fixed Term Employment

The Employee is employed as a long-term reliever teacher (refer to clause 1.6.9 of the Primary 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
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## 3. Period of Employment

(**Essential Note:** refer to Section 66 of the Employment Relations Act 2000 and/or clause 2.2.5 of the Primary 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of a specified event** (such as where the purpose of the position ceases or substantially alters or funding for it is withdrawn) (*event details*)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*)

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#### **4. Terms and Conditions of Employment**

Your terms and conditions of employment under this agreement are:

- (a) Those terms and conditions of the Primary Teachers' Collective Agreement (PTCA), modified as necessary to apply within this Individual Employment Agreement (IEA); and
- (b) Any other terms and conditions set out in this IEA.

Your terms and conditions are not backdated, so any terms and conditions that are in the PTCA or otherwise applicable as set out in this IEA that have an implementation date prior to the date of this IEA being signed (including any increases in remuneration) shall only apply from the date this IEA is signed by you and the Employer.

A copy of the PTCA is available on the Ministry of Education website [www.education.govt.nz](http://www.education.govt.nz)

Part 11 of the PTCA contains a [plain language explanation](#) of the services available for the resolution of employment relationship problems.

You can obtain information about your entitlements under the Holidays Act 2003 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](http://www.employment.govt.nz).

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#### **5. Independent Advice**

The Employee acknowledges that they have had reasonable opportunity to seek independent advice on the proposed agreement.

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#### **6. Completeness**

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

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## 7. Signatories

**SIGNED** by the Employee on [date]

**SIGNED** for and on behalf of the Employer by on [date]

[print name] and [position]

School number:

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

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### 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 New Zealand School Boards Association.

### Where a collective agreement is in force

- New employees who are or become members of the NZEI 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 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.