

# Individual Employment Agreement Support Staff in Schools

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**BETWEEN**

the School Board of

[name of school]

(“the Employer”) a statutory body constituted pursuant to  
section 118 of the Education and Training Act 2020

**AND**

[the Employee]

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*Select one of the employment positions from the buttons below*

**The Employer** appoints      / continues      the employment of [tick one]

the Employee as a [job title],

working at [place of work].

**The terms and conditions of employment** under this agreement are those terms and conditions of the Support Staff in Schools' Collective Agreement 2022-2024, with all the necessary modifications applicable to an individual employment agreement for support staff. A copy of the Support Staff in Schools' Collective Agreement 2022-2024 is attached ([available on the Ministry of Education website](#)). Part 12 includes a [plain language explanation](#) for the services available for resolving employment relationship problems, but you should note that from 13 June 2023 you have 12 months to raise a personal grievance in respect of sexual harassment, rather than the 90 days referred to in the SSSCA.

Notwithstanding anything to the contrary in the Support Staff in Schools' Collective Agreement 2022-2024, the effective date of the application of any of its provisions in respect to this Individual Employment Agreement shall be the date this Individual Employment Agreement is signed by the Employer and Employee and no sooner than the date of promulgation of this Agreement.

The Employee's hours of work will normally be

If the Employee is employed for a fixed term longer than 12 months, these hours are fixed for a minimum of 12 months from the commencement of employment following which they may be varied in accordance with clause 2.5 of the Support Staff in Schools' Collective Agreement 2022-2024.

These hours are permanent and will not be varied without the agreement of both parties.  
[\[select this box if the employee is employed for a fixed term of less than 12 months\]](#)

The Employee's pay grade and step (if appropriate) shall commence under this agreement at  
[\[grade\]](#) [\[step\]](#) and the Employee's salary / hourly [\[tick one\]](#)  
rate shall commence under this agreement at \$

The work to be performed by the Employee is set out in the existing / attached [\[tick one\]](#)  
[and note that "existing" is not an option for a new employee\]](#) position description.

The terms and conditions of employment set out in this agreement replace any previous arrangements and understandings. The Employee acknowledges he/she has had a reasonable opportunity to seek independent advice.

[\[date\]](#)

**SIGNED** by (Employee) on

[\[date\]](#)

**SIGNED** for and on behalf of the above  
named School Board by

[\[print name\]](#) and

[\[position\]](#)

[\[school number\]](#)

# Reminder for School Boards

(NB: this reminder does not form part of the IEA)

## INDIVIDUAL EMPLOYMENT AGREEMENT SUPPORT STAFF

### **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) or E tū (the union) and who perform the work covered by the Support Staff in Schools' 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.