

# Individual employment agreement

## Primary school teachers

### (Casual employment – short term relief)

**Note: This individual employment agreement can only be used for a short term reliever who is not a member of the NZEI. NZEI members are bound by the PTCA.**

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#### **PARTIES:**

Employer: the Board of

[name of school]  
(school)

[school number]

Employee:

(you)

#### **What work might you be offered and how will you be employed?**

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Under this agreement you may be offered, from time to time, casual employment on a temporary basis as a short term reliever. Any engagement offered will be for a maximum of three weeks. Because the role is to provide cover in someone else's position for a fixed period, employment is neither permanent nor continuous. You will be employed on a casual basis for the period of each engagement worked.

#### **What will you do be doing and where will it be?**

The work you will do (if you accept an engagement) is set out in the attached position description, or as otherwise agreed between you and the school for that engagement. The location of work will be

[place of work], unless otherwise agreed with the school at the time the engagement is offered.

#### **Does the school have to offer you work?**

No. The school may contact you from time to time to offer you an engagement as a short term reliever, but they're under no obligation to do so, even if previous engagements have been offered or worked.

#### **Do you have to accept an engagement that is offered to you?**

No. You're under no obligation to accept any engagement offered to you. If you do accept an engagement though, that commitment is expected to be met. If you no longer want to be offered engagements for any reason, please let the school know.

### **Can an engagement that you've accepted be cancelled by the school, and if so, will you be paid for the engagement?**

Once you have accepted an engagement changes can only be made in limited circumstances or with your consent. If your engagement finishes early because it is for an event or project (rather than ending on a set date), then if that event occurs earlier than expected or the project finishes early, then your engagement will finish early as well and you will not be entitled to be paid for the balance of the engagement. The other exception is in cases of serious misconduct. Otherwise, if the school withdraws the engagement or wants it to finish early then it still has to pay you for the whole of the engagement.

### **If you accept an engagement, what will your terms and conditions be?**

Once this agreement is signed by both you and the school, it will apply from that date in respect of any engagement that is offered to you that you agree to work. It will also replace any previous arrangements and understandings (whether express or implied) between you and the school. Your terms and conditions during any engagement are those set out in the PTCA, to the extent they are applicable to short-term relievers, together with any terms and conditions specific to the engagement provided when an engagement is offered. A copy of the PTCA is attached. Part 11 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 PTCA.

### **What will your days and hours be if you accept an engagement?**

That depends on the role you're covering. This will be confirmed by the school at the time the engagement is offered, or will otherwise be as agreed between you and the school.

### **How long will any engagement be?**

If known, the length of the engagement will be confirmed by the school at the time it is offered, otherwise the engagement will end when the teacher whose role you're in returns,

or after three weeks, whichever happens first. If the school wants to extend your engagement beyond three weeks then you will be a long term reliever and you and the school will need to sign a different individual employment agreement.

### **What will you be paid?**

Your pay rate for an engagement will be determined based on the PTCA. (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.) If an engagement is on an hourly basis, clause 3.23.3 of the PTCA says that you are entitled to be paid a minimum of two hours per day of relief and, if there is a break in duties of one and a half hours (1.5) or more, you are entitled to be paid an allowance equivalent to one (1) hours pay.

### **What about holiday pay?**

You will be paid your annual holiday pay at the same time as your pay for an engagement, instead of receiving an entitlement to take paid annual holidays at another time (see cl 3.23.3 of the PTCA). This is known as pay-as-you-go holiday pay.

### **What about sick leave and other entitlements under the Holidays Act?**

If you have accepted an engagement that is offered to you but cannot work some or all of it because you are sick, bereaved or affected by family violence then you may be entitled to be paid leave. The PTCA and Holidays Act 2003 set out your entitlements. You can find information about your entitlements under the Holidays Act at <https://www.employment.govt.nz/leave-and-holidays/>.

### **Can you seek advice about this agreement before you sign?**

Yes. If you want to seek advice about the terms and conditions of employment prior to signing this agreement, you have a reasonable opportunity to do so.

Please let me know if you have any questions about this agreement. If you accept this agreement as set out above, please sign and return the copy of this document. The school will then be in contact with any forms or other information it may need from you.

**SIGNED** by the Employee

on [date]

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**SIGNED** for and on behalf of the employer

on [date]

[print name] and

[position]

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# Reminder for School Boards

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

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## INDIVIDUAL EMPLOYMENT AGREEMENT PRIMARY TEACHERS - CASUAL OR SHORT TERM RELIEVER

### New employees - where a collective agreement is in force

- New employees who are or become members of NZEI Te Riu Roa 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 the promulgated individual employment 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 unions, and
  - if the employee joins either union, they will be bound by the collective agreement.
  - 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](http://www.employment.govt.nz).
- The employer must give the employee:
  - a copy of the collective agreement (it is available at <https://www.education.govt.nz/education-professionals/schools-year-0-13/people-and-employment>)

- a reasonable opportunity to seek independent advice. The employer must also consider any issues that the employee raises and respond to them, and
- If the employee agrees, the school board must inform NZEI Te Riu Roa as soon as practicable that the employee has entered into an individual employment agreement with the board
- If the parties wish to vary the promulgated individual employment agreement the Employer will need to obtain **prior concurrence from the Ministry**.

### 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; and
  - they can obtain information about their 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).
- The employer must also 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.