

Individual employment agreement

Primary teacher

(Long-term reliever)

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 Primary Teachers' Collective Agreement.

The effective date of this Individual Employment Agreement (IEA) 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" or "you")

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]

2. Fixed Term Employment

You are employed as a long-term reliever teacher (refer to clause 1.6.9 of the Primary Teachers' Collective Agreement 2023-2025) and are employed

full time or part time [tick 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
--------	---------	-----------	----------	--------	------------

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of a specified event (such as where the purpose of the position ceases or substantially alters or funding for it is withdrawn) *(event details)*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)*

4. Terms and Conditions of Employment

The terms and conditions of employment under this IEA are:

- (a) Those terms and conditions of the Primary Teachers' Collective Agreement 2023-2025 (PTCA), that are applicable to long-term relievers, with all the necessary modifications applicable to an individual employment agreement; and; and
- (b) Any other terms and conditions set out in this agreement.

Your pay rate and any applicable allowances 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.)

A copy of the PTCA is attached and is available on the Ministry of Education website 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, but you should note that you have 12 months to raise a personal grievance in respect of sexual harassment, rather than the 90 days referred to in the PTCA. Further information can also be found at <https://www.employment.govt.nz/resolving-problems/how-to-resolve-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.

5. Pay Equity

If the Employee is a Speech Language Therapist who performs work covered by the Therapists' Pay Equity Claim settlement (which includes being registered with, or eligible for registration with, the New Zealand Speech-Language Therapists' Association) then the Employee is covered by that settlement.

As part of this offer of employment, the Employee is offered the benefit of the settlement, including the remuneration specified in it, and it will form part the terms and conditions of the Employee's employment. The settlement can be found [here](#) and guidance on how it applies can be found [here](#). Note that the review clause(s) in the settlement have no effect pursuant to Schedule 1, clause 10 of the Equal Pay Act 1972.

As the Employee's terms and conditions of employment include the benefits of the relevant pay equity claim settlement, in accepting this IEA, the Employee understands and acknowledges that they are barred from raising their own claim in relation to pay equity in accordance with sections 2B and 13E(6) of the Equal Pay Act 1972.

6. Independent Advice

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

7. 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.

8. Signatories

on [date]

SIGNED by the Employee

on [date]

SIGNED for and on behalf of the Employer by

[print name] and

[position]

[school number]

Reminder for School Boards

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

INDIVIDUAL EMPLOYMENT AGREEMENT PRIMARY TEACHERS - LONG 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.
- 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.
- 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.