

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.

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 ("PTCA")) and are employed

full time 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
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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 PTCA prior to completing this section.)

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of a specified event (such as where the purpose of the position ceases or substantially alters or funding for it is withdrawn) (*event details*)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

Except as expressly modified in this IEA, the Employee's conditions of employment are:

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

5. Pay and Allowances

- (a) The rates in the base salary scale and unit value (if applicable) that are applicable to the Employee are as set out in Appendix One. Any other applicable allowances for an engagement will be determined based on the PTCA
- (b) 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 available on the Ministry of Education website www.education.govt.nz

Clause 1.8 of the PTCA has expired and no longer applies.

6. Resolving Employment Relationship Problems and Information about Holidays Act entitlements

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.

7. Term Breaks and other times when schools are not open for instruction

Clauses 2.10.2 - 2.10.5 of the PTCA are replaced with the following text (new text is underlined, deleted text is struck through)

- 2.10.2 It is acknowledged that employees are required to undertake such responsibilities and duties as:
- Preparation, evaluation and assessment time generated by classes/sessions and the students within them, or by other requirements such as the need to report on the progress of individual students;
 - Counselling of students;
 - Administrative responsibilities of individual teachers;
 - Attending courses and meetings;
 - Attending school community activities;
 - Professional development

in addition to their normal class contact time, and that these factors have been taken into consideration in determining the employee's hours of work and leave entitlements.

- 2.10.3 Except as provided in clause 2.10.1 and in this clause, employees ~~shall~~ will not be required to attend school during any time when the school is officially closed for instruction. Boards may require employees to attend school, or elsewhere, when the school is officially closed for instruction (except on weekends or public holidays unless by agreement) for up to ten days per school year (or the equivalent). These days can be required for all or any of the following purposes – school administration, school preparation and co-ordination, pre-term planning curriculum, and/or technical refreshment, and/or professional development, and/or school community activities. The employer will endeavor to arrange matters at the school in such a way that any requirement under this section is not unreasonable and that employees' individual needs are taken into account. Employees' own initiatives in undertaking work for the above purposes will ~~shall~~ be counted when applying this clause.
- 2.10.4 Subject to clause 2.10.5, where employees are required to attend school or elsewhere when the school is closed for instruction pursuant to ~~under~~ clause 2.10.3 they ~~shall~~ will be reimbursed for any actual and reasonable costs incurred in accordance with Part 5 of this Agreement.
- 2.10.5 Where employees are required to attend school during the term dates prescribed by the Minister, but the school is closed for instruction, clause 2.10.4 will not apply.

Note: clause 2.10.5 also applies to Saturdays and Sundays where a school opens for instruction on those days as part of their usual timetable.

Public Holidays (new text is underlined, deleted text is struck through)

- 2.10.5 ~~Any employee required by their employer to work on a Public Holiday (as listed in section 44 Holidays Act 2003) shall be paid time and a half rates as per section 50 of that Act.~~
- 2.10.6 Payment for Public Holidays
- (a) Teachers may be asked to work on a public holiday, but they do not have to agree. Teachers agree not to work on any public holiday unless asked to do so.
- (b) In accordance with the Holidays Act 2003, if a teacher does not work on a public holiday, they will get a paid day off if the public holiday falls on a day that would otherwise be a working day for them.
- (c) If a teacher works on a public holiday they will be paid time and a half in accordance with s 50 of the Holidays Act 2003. If it was a day that would otherwise be a working day for them, they will also get a paid day off on a day when the school is open for instruction. The date of this alternative holiday will be agreed between the school and teacher. If they cannot agree, the school can decide and give the teacher at least 14 days' notice.

Clause 2.10.6 is renumbered 2.10.7

- ~~2.10.6~~ 2.10.7 Teachers will take their annual leave outside the gazetted term dates.

8. Disregarded Sick Leave

Clauses 4.3.1 and 4.3.2 of the PTCA are amended as shown below (new text is underlined, deleted text is struck through)

- 4.3.1 Subject to (vi) below, disregarded sick leave not exceeding an overall aggregate of two years shall will be granted by the Secretary for Education where in the opinion of the Secretary one of the following conditions has been met:

- (i) The sickness can be traced directly to the conditions or circumstances under which the teacher is working; or
- (ii) The injury was suffered by the teacher in the discharge of duties through no fault of the teacher ~~and in circumstances where payment has not been made by the Accident Compensation Corporation~~; or
- (iii) The absence was due to war injury or to war service; or
- (iv) The teacher has contracted a notifiable disease listed in Part 1 of Schedule 1 of the Health Act 1956, and the teacher is either:
 - complying with a written request or direction from a Medical Officer of Health under the Health Act 1956 to refrain from attending school for a specified period, or
 - is otherwise required by a relevant Public Health Order to refrain from attending school for a specified period
- (v) The teacher has contracted hepatitis or tuberculosis, where the period of disregarded sick leave is the time that the teacher's treating registered medical practitioner decides is necessary for the teacher to remain away from school to avoid the risk of transmission.
- (vi) Disregarded sick leave will not be granted:
 - Where the raising of a complaint/personal grievance against the employer has substantially caused a stress-related or non-physical illness; or
 - Where the employee being subject to a disciplinary or competency process has substantially caused the sickness; or
 - Where the employer has agreed to support an application for disregarded sick leave as part of settlement of an employment relationship problem or a negotiated exit from employment; or
 - Where payment has been made by the Accident Compensation Corporation.
- (vii) For the avoidance of doubt:
 - Where an employee qualifies for disregarded sick leave, that qualification is not lost by subsequent raising or pursuit of a personal grievance, nor by the employer's subsequent initiation of a performance management process;
 - If a personal grievance is lodged as the result of the employer's handling of an employee's request for disregarded sick leave, this does not disqualify the employee from being granted disregarded sick leave;
 - Illnesses (including those that are stress-related) that are not barred by (vi) above can confer eligibility for disregarded sick leave.

4.3.2 Where sick leave has been deducted for any period granted as disregarded sick leave under clause 7.5.1 ~~4.3.1(iv)~~ above, the sick leave will be reinstated the maximum number of days of sick leave that can be reinstated is the period specified by the Medical Officer of Health or the relevant Public Health Order, if applicable.

9. 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 of the conditions of the Employee's employment. The settlement can be found here: <https://www.education.govt.nz/education-professionals/schools-year-0-13/people-and-employment/therapists-pay-equity-claim> and guidance on how it applies can be found at the same site. 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 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.

10. Independent Advice

The Employee acknowledges that they understand that they are entitled to seek independent advice and that they have had reasonable opportunity to seek independent advice.

11. Completeness

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

12. Signatories

on [date]

SIGNED by the Employee

on [date]

SIGNED for and on behalf of the Employer by

[print name] and

[position]

[school number]

Appendix One: Pay Rates

Please note that the new pay rates and increase to units may not be processed by Education Payroll until 9 June 2026. The Employee will receive the new rate from the date this agreement is signed by both parties if this is before 9 June.

Base Salary Scale for Trained Teachers

The Base Salary Scale for Trained Teachers in clause 3.2 of the PTCA is replaced with

Step	Qualification Groups	Rates effective date this IEA is signed by both parties	Rates effective 28 January 2027
1	Q1E, Q2E, Q3E	\$62,862	\$64,119
2	Q3+E	\$65,685	\$66,999
3	Q4E	\$68,251	\$69,616
4	Q5E	\$72,548	\$73,999
5		\$77,224	\$78,768
6		\$82,230	\$83,874
7		\$88,276	\$90,042
8		\$93,234	\$95,099
9	Q3M	\$100,368	\$102,475
10	Q3+M, Q4M, Q5M	\$105,686	\$107,886

Salary Scale for Untrained Employees

The Salary Scale for Untrained Employees in clause 3.4 of the PTCA is replaced with

Step	Rates effective date this IEA is signed by both parties	Rates effective 28 January 2027
Minimum	\$53,780	\$54,855
Maximum	\$55,891	\$57,009

Salary Scale, appointment for Speech Language Therapists

If you are a Speech Language Therapist, a new Base Scale for Speech Language Therapists is inserted into your employment agreement immediately under the Base Salary Scale for Trained Teachers in clause 3.2 of the PTCA

Base Scale - Speech Language Therapists

Step	Qualification Group	Rates effective date this IEA is signed by both parties	Rates effective 28 January 2027
1	Group 3E, Group 3+E	\$78,725	\$80,300
2	Group 4E	\$83,499	\$85,169
3	Group 5E	\$88,409	\$90,178
4		\$93,346	\$95,213
5		\$98,029	\$99,990
6		\$102,642	\$104,695
7		\$107,256	\$109,401
8		\$111,867	\$114,105
9	Group 3M, Group 3+M, Group 4M, Group 5M	\$116,481	\$118,811

Clause 3.6.1 (Salary on Appointment for Speech Language Therapists)

All references in clause 3.6 to “the base salary scale” are replaced with “Base Scale - Speech Language Therapists”, and cl 3.6.1(a) will now read as follows (*new text is underlined, deleted text is struck through*):

- (a) Base salary on appointment for all SLTs shall have regard to previous service and qualifications. The criteria for each qualification group are as follows:

<u>Qualification Group</u>	<u>Criteria</u>
<u>Group 3 / Group 3+</u>	<ul style="list-style-type: none"> • <u>Level 7 subject or specialist qualification, i.e. a SLT Bachelor Degree, or</u> • <u>Equivalent overseas qualifications recognised by the NZQA.</u> • <u>Employees with a dual teaching and SLT diploma may apply to MoE to confirm qualification recognition, otherwise be registered with NZ Speech-language Therapists’ Association.</u>
<u>Group 4</u>	<ul style="list-style-type: none"> • <u>Level 8 subject or specialist qualification, i.e. SLT degree with honours or post graduate, or</u> • <u>Two (or more) Level 7 or 8 subject or specialist qualifications i.e. a SLT Bachelors Degree and another Bachelor Degree (not an initial teaching qualification), or</u> • <u>Level 9 initial teacher qualification, or</u> • <u>Equivalent overseas qualifications recognised by the NZQA.</u>
<u>Group 5</u>	<ul style="list-style-type: none"> • <u>Level 9 specialist qualification – i.e. Masters of SLT</u>

Units

Clauses 3.9.2 and 3.9.3 of the PTCA are replaced with the following text. Those clauses will now read as follows (new text is underlined, deleted text is struck through):

- 3.9.2 Until 27 January ~~2024~~ 2027, permanent units are paid at the rate of ~~\$4,000~~ \$5,100. From 28 January ~~2024~~ 2027, permanent units are paid at the rate of ~~\$4,500~~ \$5,250. They are additional salary regardless of the level of aggregation and are paid at the substantive rate (i.e. not divisible) to both full-time and part-time teachers. The only circumstance in which permanent units may be proportioned is in an approved full-time job share position.
- 3.9.3 Until 27 January ~~2024~~ 2027, fixed-term units are paid at the rate of ~~\$4,000~~ \$5,100. From 28 January ~~2024~~ 2027, fixed-term units are paid at the rate of ~~\$4,500~~ \$5,250. They are additional salary regardless of the level of aggregation and are paid to both full-time and part-time teachers at the substantive rate and are not divisible unless clause 3.9.1(b) applies.

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

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 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 (it is available at <https://www.education.govt.nz/education-professionals/schools-year-0-13/people-and-employment>)

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
- 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.