

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.

BETWEEN:

the Board of

[name of school]
("the Employer")

AND

("the Employee" or "you")

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]

Hours of Work

You are employed as a long-term reliever teacher (you can find the definition of long-term reliever in clause 1.6 of the Primary Teachers' Collective Agreement 2026-2028 ("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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Fixed Term 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of a specified event (such as where the purpose of the position ceases or substantially alters or funding for it is withdrawn) *(event details)*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)*

Terms and Conditions of Employment

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

- (a) Those terms and 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 terms and conditions set out in this agreement.

A copy of the PTCA is available on the Ministry of Education website at

<https://www.education.govt.nz/school/people-and-employment/principals-and-teachers/primary-teachers>

Pay and Allowances

- (a) Your pay rate and any applicable allowances for an engagement will be determined based on the PTCA.

Please note that the new pay rates will not be processed by Education Payroll until 7 July 2026, so you will receive backpay if you are entitled to a pay rise that is effective before then.

- (b) In the very unlikely event that an engagement includes work on a public holiday, you will be paid in accordance with section 50 of the Holidays Act 2003.
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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. 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.

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:

- your work is covered by a pay equity claim settlement. The settlement can be found here: <https://www.education.govt.nz/education-professionals/schools-year-0-13/people-and-employment/therapists-pay-equity-claim> (Note that the review clause(s) in the settlement have no effect pursuant to Schedule 1, clause 10 of the Equal Pay Act 1972).
 - you have been offered the benefit of that settlement, which forms part of your terms and conditions of employment. As your terms and conditions of employment include the benefits of the Therapists' pay equity claim settlement, you understand and acknowledge that you are barred from raising your own claim in relation to pay equity in accordance with sections 2B and 13E(6) of the Equal Pay Act 1972.
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Effective Date

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

Independent Advice

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

Completeness

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

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

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

(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. If the parties wish to vary the promulgated individual employment agreement they will require **prior concurrence** from the Ministry
- 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
- 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.