

Individual Employment Agreement

Primary School Teachers

Note: This individual employment agreement can only be used for teachers and speech language therapists who are not a member of the NZEI. NZEI members are automatically bound by the Primary Teachers' Collective Agreement.

BETWEEN

the School Board of

[name of school]

("the Employer")

AND

("the Employee" or "you")

Job Description and Place of Work

The Employer appoints / continues your employment [tick one] as a

[name of role]

The work you are to perform is set out in the existing / attached position description. [tick one and note that "existing" is not an option for a new employee] working at

Hours of Work

You are employed full time / part time [tick one]

If part-time insert the proportion of full time FTTE to be worked per day, noting that these can only be changed in accordance with the Primary Teachers' Collective Agreement 2026-2028 [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

General

Your conditions of employment under this agreement are:

- (a) Those terms and conditions of the Primary Teachers' Collective Agreement 2026 - 2028 (PTCA), with all necessary modifications applicable to an Individual Employment Agreement (IEA); and
- (b) Any other terms and conditions set out in this IEA

A copy of the PTCA is [available on the Ministry of Education website](#).

Remuneration

You are entitled to the remuneration set out in 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.

Resolving Employment Relationship Problems and Information about Holidays Act entitlements

Part 11 of the PTCA includes a plain language explanation of the services available for resolving employment relationship problems. Further information can also be found at <https://www.employment.govt.nz/resolving-problems/how-to-resolve-problems>.

Information about your entitlements under the Holidays Act 2003 is available from the Ministry of Business, Innovation and Employment, including at www.employment.govt.nz.

Pay Equity - Speech Language Therapists

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 pay equity claim 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 the relevant 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 about this IEA and that they have had a reasonable opportunity to seek independent advice.

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.

Signatories

SIGNED by the Employee

[date]

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

[date]

[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 conditions of employment

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

INDIVIDUAL EMPLOYMENT AGREEMENT PRIMARY TEACHERS

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 the employer must obtain **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; 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 the employer must obtain **prior concurrence** from the Ministry.