

# Individual Employment Agreement Support Staff in Schools, including non-teaching Guidance Counsellors

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## BETWEEN

the School Board of

[name of school]

("the Employer")

## AND

[the Employee]

("the Employee")

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Except as outlined in this Individual Employment Agreement (IEA), the Employee's terms and conditions of employment under this agreement are those terms and conditions of the Support Staff in Schools' Collective Agreement 2026-2028 (SSSCA), with all the necessary modifications applicable to an individual employment agreement for support staff.

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

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## Position

The Employer appoints / continues the employment of [tick one]

the Employee as a [job title],

working at [place of work]

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## Position Description

The work to be performed by the Employee is set out in the existing / attached [tick one and note that "existing" is not an option for a new employee] position description.

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## Days and Hours of Work

The Employee is employed [tick the appropriate box in both lines below]:

→ full-year (52 weeks): full-time part-time OR

→ term-time only (fewer than 52 weeks): OR

→ as a casual employee:

**Note:** "full-time", "part-time", "term-time only", and "casual" are defined in clause 2.3 of the SSSCA.

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**For full-year or term-time only employees only (i.e. not casual)**

The Employee's days, hours (and which weeks if term-time only) of work will normally be:

If the Employee is term-time only, they will normally work \_\_\_\_\_ weeks per year

[insert number of weeks and leave blank if the Employee is employed full-year]

**Changing Days and/or Hours of Work – permanent and fixed term employees only (i.e. not casual)**

**The Employee is permanent or is employed for a fixed term of longer than 12 months**

The Employee's hours are fixed for a minimum of 12 months from the commencement of employment, following which they may be varied in accordance with clause 2.5.3 of the SSSCA **OR**

The Employee's position is funded by an external agency other than the Ministry of Education, so where the funding is varied by the external agency the Employee's hours or weeks of work may be varied (at the completion of each three-month period from the date of appointment) in accordance with clause 2.7 of the SSSCA **OR**

These hours are permanent and will not be varied without the agreement of both parties.

**OR**

**The Employee is employed for a fixed term of 12 months or less**

[if both boxes below apply, tick both]

The Employee is employed for a fixed term of less than 12 months

The Employee's position is funded by an external agency other than the Ministry of Education, so where the funding is varied by the external agency the Employee's hours or weeks of work may be varied (at the completion of each three-month period from the date of appointment) in accordance with clause 2.7 of the SSSCA

**Note:** *The Employee's hours of work and the weeks worked per year can be increased by the employer only with the Employee's agreement.*

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**Pay**

The Employee's current pay grade and step (if appropriate) are

[grade]

[step]

and the Employee's salary / hourly rate [tick one] shall commence under this agreement at \$

*Please note that the new pay rates may not be processed by Education Payroll until 23 June 2026, so the Employee will receive backpay if they are entitled to a payrise that is effective before then.*

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## **Resolving Employment Relationship Problems and Information about Holidays Act entitlements**

Part 12 of the KRCA 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 an employee's entitlements under the Holidays Act 2003 from the Ministry of Business, Innovation and Employment, including at [www.employment.govt.nz](http://www.employment.govt.nz).

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### **Pay Equity**

If the Employee is employed as Administration Support Staff, a Teacher Aide, a Librarian, Library Assistant, or Science Technician, then their work is covered by a pay equity claim settlement. The pay equity claim settlement for:

- **Administration Support Staff** can be found here: [Administration Support Staff in Schools' Pay Equity Claim - Ministry of Education](#)
- **Teacher Aides** can be found here: [Teacher Aides' Pay Equity Claim - Ministry of Education](#)
- **Librarians and Library Assistants** can be found here: [Librarians and Library Assistants' Pay Equity Claim - Ministry of Education](#)
- **Science Technicians** can be found here: [Science Technicians' Pay Equity Claim - Ministry of Education](#)

The Employee has been offered the benefit of the relevant settlement, which is incorporated into the SSSCA. As the Employee's terms and conditions of employment include the benefits of the relevant pay equity claim settlement, 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.

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**Effective Date**

Notwithstanding anything to the contrary in the SSSCA and except where expressly indicated otherwise in this IEA, the terms and conditions in this IEA are effective from the date on which it has been signed by both parties.

**Note:** *this date cannot be sooner than the date this Agreement was promulgated.*

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

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

**SIGNED** by (Employee) on [date]

**SIGNED** for and on behalf of the above [date]  
named School Board by

[print name] and [position]

[school number]

# Reminder for School Boards

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

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## INDIVIDUAL EMPLOYMENT AGREEMENT – SUPPORT STAFF IN SCHOOLS

### **New employees – where a collective agreement is in force**

- New employees who are or become members of NZEI Te Riu Roa or E tū (the unions) and who perform the work covered by the Support Staff in Schools' Collective Agreement (the collective agreement) will be bound by that collective agreement.
- New employees who are not members of either 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 either union, and how they can contact the unions, and
  - if the employee joins either 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/school-support-staff-collective-and-individual-employment-agreements>)
  - 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 employer must inform the union as soon as practicable that the employee has entered into an individual employment agreement with the board.

### **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 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.