

Individual employment agreement for casual employment (area school teachers) – short term relief

Note: This individual employment agreement can only be used for a short-term reliever who is not a member of the PPTA or NZEI Te Riu Roa. PPTA and NZEI members are bound by the ASTCA.

PARTIES:

Employer: the Board of

[name of school]
(school)

[school number]

Employee:

(you)

What work might you be offered and how will you be employed?

Under this agreement you may be offered, from time to time, casual employment on a temporary basis as a short-term reliever. Any engagement offered will be for a maximum of three weeks. Because the role is to provide cover in someone else's position for a fixed period, employment is neither permanent nor continuous. You will be employed on a casual basis for the period of each engagement worked.

What will you be doing and where will it be?

The work you will do (if you accept an engagement) is set out in the attached position description, or as otherwise agreed between you and the school for that engagement. The location of work will be

[place of work], unless otherwise agreed with the school at the time the engagement is offered.

Does the school have to offer you work?

No. The school may contact you from time to time to offer you an engagement as a short-term reliever, but it's under no obligation to do so, even if previous engagements have been offered or worked.

Do you have to accept an engagement that is offered to you?

No. You're under no obligation to accept any engagement offered to you. If you do accept an engagement though, that commitment is expected to be met. If you no longer want to be offered engagements for any reason, please let the school know.

Can an engagement that you've accepted be cancelled by the school, and if so, will you be paid for the engagement?

Once you have accepted an engagement changes can only be made in limited circumstances or with your consent. If your engagement finishes early because it is for an event or project (rather than ending on a set date), then if that event occurs earlier than expected or the project finishes early, then your engagement will finish early as well and you will not be entitled to be paid for the balance of the engagement. The other exception is in cases of serious misconduct. Otherwise, if the school withdraws the engagement or wants it to finish early then it still has to pay you for the whole of the engagement.

If you accept an engagement, what will your terms and conditions of employment be?

Once this agreement is signed by both you and the school, it will apply from that date in respect of any engagement that is offered to you that you agree to work. It will also replace any previous arrangements and understandings (whether express or implied) between you and the school. Except as modified in this employment agreement, your terms and conditions during any engagement are:

- those set out in the Area Teachers' Collective Agreement (ASTCA) that is in force at the time of your engagement, to the extent they are applicable to short-term relievers, and
- any terms and conditions specific to the engagement provided when an engagement is offered (noting that if you and the school wish to vary this individual employment agreement the school will need to obtain prior concurrence from the Ministry of Education).

A copy of the current ASTCA is attached. Collective Agreements expire, so a copy of the ASTCA that is in force at any given time can be found at

<https://www.education.govt.nz/education-professionals/schools-year-0-13/people-and-employment/area-school-teachers-collective-and-individual-employment-agreements>.

Part 8 includes a plain language explanation for the services available for resolving employment

relationship problems. You can also find more information at

<https://www.employment.govt.nz/resolving-problems/how-to-resolve-problems>.

What will your days and hours be if you accept an engagement?

That depends on the role you're covering. This will be confirmed by the school at the time the engagement is offered or will otherwise be as agreed between you and the school.

How long will any engagement be?

If known, the length of the engagement will be confirmed by the school at the time it is offered, otherwise the engagement will end when the teacher whose role you're in returns, or after three weeks, whichever happens first.

If the school wants to extend your engagement beyond three weeks then you will be a long term reliever and you and the school will need to sign a different individual employment agreement.

What will you be paid?

Your pay rate for an engagement will be determined based on the ASTCA that is in force at the time of your engagement. This rate is inclusive of holiday pay.

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.

You are entitled to be paid for a minimum of two hours per day of relief unless you are also employed to work part-time on that day in which case only the actual hours worked will be paid. If there is a break in duties of one and a half hours or more, you are entitled to an allowance equivalent to one hour of pay.

Please note that increased pay rates may not be processed by Education Payroll until 26 May 2026. This means that you may receive backpay for any engagements worked between the date you signed this agreement and 26 May 2026.

What about holiday pay?

You will be paid your annual holiday pay at the same time as your pay for an engagement, rather than building up an entitlement to paid annual holidays to take later. This is known as pay-as-you-go holiday pay.

Holiday pay calculation

A permanent employee is paid 1/365th of the appropriate step on the salary scale for one day's work, whereas you will be paid 1/190th of the appropriate step on the salary scale for one day's work. The difference is your holiday pay. For example, as at 1 May 2026 step 6 on the Unified Base Salary Scale for Trained Teachers is \$82,230 per annum. A permanent employee would be paid approximately \$3,154.03 for two weeks' work. A short-term reliever would be paid approximately \$4,327.89, of which approximately \$1,173.86 is holiday pay. ("Approximately" is used because the exact figure may change depending on how they are rounded.)

What about sick leave and other entitlements under the Holidays Act?

If you have accepted an engagement that is offered to you but cannot work some or all of it because you are sick, bereaved or affected by family violence then you may be entitled

to be paid leave. The ASTCA and Holidays Act 2003 set out your entitlements. You can find information about your entitlements under the Holidays Act at

<https://www.employment.govt.nz/leave-and-holidays/>.

Can you seek advice about this agreement before you sign?

You are encouraged to discuss this offer and seek independent advice from a person you trust (for example, family or a lawyer).

You can also find information on employment rights at

www.employment.govt.nz.

Please let the school know if you have any questions about this agreement. If you accept this agreement as set out above, please sign and return the copy of this document. The school will then be in contact with any forms or other information it may need from you.

SIGNED by the Employee

on [date]

SIGNED for and on behalf of the employer

on [date]

[print name] and

[position]

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

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

- New employees who are or become members of PPTA or NZEI Te Riu Roa (the unions) and who perform the work covered by the Area School Teachers' 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 the Board will need to obtain prior concurrence from the Ministry of Education.
- 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>)

**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 Board will need to obtain prior concurrence from the Ministry of Education.