

Individual Employment Agreement

Te Aho o Te Kura Pounamu Specialist and Support Staff

BETWEEN

the School Board of Te Aho o Te Kura Pounamu (“the Employer”)

[school number]

(“the Employer”)

AND

[the Employee or You]

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

the Employee as a [job title/work to be performed]

working at [place of work]

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.

The terms and conditions of employment are those terms and conditions of the Te Aho o Te Kura Pounamu Specialist and Support Staff Collective Agreement 2026 - 2028, with all the necessary modifications applicable to an individual employment agreement for a [job title].

A copy of the Te Aho o Te Kura Pounamu Specialist and Support Staff Collective Agreement 2026 - 2028 is attached (www.education.govt.nz/collective-agreements/).

The terms and conditions of employment set out in this agreement replace any previous arrangements and understandings.

Hours of Work

The Employee's hours of work will normally be:

Note for Teacher Aides: Refer to the attached Letter of Offer and schedule of work. The schedule identifies the specific students and hours assigned and forms part of the employment documentation.

Changing Days and/or Hours of Work (Teacher Aides only)

Note this applies to permanent Teacher Aides ONLY:

These hours are fixed for a minimum of 12 months from the commencement of employment following which they may be varied in accordance with clause 3.4 of the Te Aho o Te Kura Pounamu Specialist and Support Staff Collective Agreement 2026-2028.

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

[select this box if the employee is employed for a fixed term of less than 12 months]

Pay

The Employee's pay grade/level and step (if appropriate) shall commence under this agreement at [grade] / [level] and [step]

and the Employee's salary / hourly [tick one]

rate shall commence under this agreement at \$

Pay Equity

If the Employee is employed as Administration Support Staff, a Teacher Aide, a Librarian, Library Assistant 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](#)

The Employee has been offered the benefit of the relevant settlement, which is incorporated into the Te Aho o Te Kura Pounamu Specialist and Support Staff Collective Agreement 2026-2028 (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 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.

Resolving Employment Relationship Problems and Information about Holidays Act entitlements

Part 9 of Te Aho o Te Kura Pounamu Specialist and Support Staff Collective Agreement includes a plain language explanation for the services available for resolving employment relationship problems.

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

Effective Date of Employee's Terms and Conditions

Notwithstanding anything to the contrary in the Te Aho o Te Kura Pounamu Specialist and Support Staff Collective Agreement 2026 - 2028, the terms and conditions in this IEA are effective from the date on which it has been signed by both parties.

Independent Advice

The Employee acknowledges 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]

Reminder for School Boards

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

INDIVIDUAL EMPLOYMENT AGREEMENT TE KURA SPECIALIST AND SUPPORT STAFF

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 Te Aho o Te Kura Pounamu Specialist and Support Staff 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 unions, and
 - if the employee joins either union, they will be bound by the collective agreement.
 - they can obtain information about their entitlements under the Holidays Act 2003 from their union (if they are a member) and 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.
- 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>)

- 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 school board must inform NZEI Te Riu Roa as soon as practicable that the employee has entered into an individual employment agreement with the board
- If the parties wish to vary the promulgated individual employment agreement the Employer will need to obtain **prior concurrence from the Ministry**.

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
 - they can obtain information about their 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.
- 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.