

INDIVIDUAL EMPLOYMENT AGREEMENT
Support Staff in Schools

BETWEEN the Board of Trustees ("the Board") of
..... *[name of school]* ("the Employer")
a statutory body constituted pursuant to section 93 of the Education Act 1989

AND(the Employee)

The Employer appoints/continues the employment of *[delete one]* the Employee as a
..... *[job title/work to be performed]*,
working at *[place of work]*, with effect
from the date this agreement has been signed by both signatories (except as provided below) upon and
subject to the terms and conditions contained in this agreement.

Notwithstanding anything to the contrary in the Support Staff in Schools' Collective Agreement 2014-2016 the effective date of the application of any of its provisions in respect to this agreement shall be the date this individual employment agreement is signed by the Employer and Employee and shall be no sooner than the date of promulgation of this agreement. Note: this does not apply to new employees, who will be employed on the same terms and conditions of the Support Staff in Schools' Collective Agreement 2014-2016 for at least the first 30 days of employment.

The Employee's hours of work will normally be

The Employee's pay grade and step (if appropriate) shall commence under this agreement at *[grade]*
..... *[step]*and the Employee's salary/hourly *[delete one]* rate shall
commence under this agreement at \$.....

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

The terms and conditions of employment under this agreement are those terms and conditions of the Support Staff in Schools' Collective Agreement 2014-2016, with all the necessary modifications applicable to an individual employment agreement for support staff. A copy of the Support Staff in Schools' Collective Agreement 2014-2016 is attached (see www.employment.education.govt.nz).

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

The Employee acknowledges he/she has had a reasonable opportunity to seek independent advice.

SIGNED by (Employee) on *[date]*

SIGNED for and on behalf of the above named Board of Trustees by

..... *[signature]*
..... *[print name and position]*
..... *[date]*
..... *[school number]*

REMINDER FOR BOARDS OF TRUSTEES
(NB: this reminder does not form part of the IEA)

INDIVIDUAL EMPLOYMENT AGREEMENT
SUPPORT STAFF

In offering the promulgated Individual Employment Agreement to new employees, Boards are required to meet their obligations under the Employment Relations Act 2000. The following provides a guide to the obligations in relation to new employees where a Collective Agreement is in place.

New employees – where a collective agreement is in force

- The requirements of the Employment Relations Act 2000 apply in full to all collective agreements and individual employment agreements.
- New employees who are members of the union (or unions) party to the collective agreement and perform the work covered by a collective agreement will be bound by that collective agreement.
- New employees who are not union members and perform the work covered by a collective agreement shall be offered an individual employment agreement which, for the first 30 days of employment, contains the terms and conditions of employment contained in the applicable collective agreement.
- At the time the employee enters into the individual employment agreement and before the employee commences work, the employer must advise the employee:
 - that the collective agreement exists and covers the work to be done by the employee,
 - that the employee may join the union that is party to the collective agreement, and how they can contact the union,
 - that if they join the union they will be bound by the collective agreement, a copy of which the employer will give to the employee and
 - that for the first 30 days of employment their terms and conditions of employment will be those of the collective agreement that would bind them if they were a union member.
- If the employee agrees, the employer will inform the union as soon as practicable that the employee has entered into an individual employment agreement with the employer.
- At the end of the 30 days, if the employee has not joined the union which is party to the collective agreement, the employer and employee may agree to vary the terms and conditions of employment.
- If the parties wish to vary the promulgated individual employment agreement, either on appointment or after the 30 day period, they will require concurrence from the Ministry.
- If the employer and employee choose not to vary the terms and conditions of the promulgated individual employment agreement after the 30 day period it remains in force unchanged.