

**INDIVIDUAL EMPLOYMENT AGREEMENT**  
**(SECONDARY AND AREA SCHOOL GROUNDSTAFF)**

The effective date of this Individual Employment Agreement is the date it is signed by both parties  
or the date of promulgation, whichever is the later.

**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  
..... *[school number]* (“the Employer”)

**AND** ..... the Employee”)

**The Board** appoints/continues *[delete one]* the employment of the employee as a .....  
..... *[job title/work to be performed]*,  
working at ..... *[place of work]*, subject  
to the terms and conditions contained in this agreement.

Notwithstanding anything to the contrary in the expired Secondary and Area School Groundstaff Collective Agreement 2017-2019:

- (a) the effective date of any of its provisions in respect to this agreement shall be from the date this individual employment agreement is signed by the employer and employee and no sooner than the date of promulgation of this agreement;
- (b) as at the date of promulgation Minimum Wage is \$17.70 per hour.

The employee’s hours of work would normally be .....

The employee's weekly / hourly *[delete one]* rate shall commence under this agreement at \$..... (Note that minimum wage increases on 1 April each year. The pay rates of any employees on minimum wage will automatically be increased accordingly.)

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 expired Secondary and Area School Groundstaff Collective Agreement 2017-2019, with all the necessary modifications applicable to an individual employment agreement for a groundstaff employee. A copy of the expired Secondary and Area School Groundstaff Collective Agreement 2017-2019 is attached (see [www.education.govt.nz](http://www.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]*

## **New Employees**

In offering the promulgated Individual Employment Agreement to new employees, boards are required to meet their obligations under the Employment Relations Act 2000. Boards should seek advice from NZSTA.

### **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 concurrence from the Ministry.