

INDIVIDUAL EMPLOYMENT AGREEMENT
(Secondary and Area School Groundstaff)

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 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 Secondary and Area School Groundstaff Collective Agreement 2019-2022 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.

Please note: the pay rates in this IEA are not backdated.

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 Secondary and Area School Groundstaff Collective Agreement 2019-2022, with all the necessary modifications applicable to an individual employment agreement for groundstaff. A copy of the Secondary and Area School Groundstaff Collective Agreement is attached 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]*
..... *[school number]*

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

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Secondary and Area Groundstaff

New employees – where a collective agreement is in force

- New employees who are or become members of the Amalgamated Workers’ Union of New Zealand (AWUNZ) (the union) and who perform the work covered by the Secondary and Area School Groundstaff 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 an individual employment agreement which, for the first 30 days of employment, contains terms and conditions of employment of that collective 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 union, and
 - if the employee joins the union, they will be bound by the collective agreement.
- The employer must give the employee:
 - a copy of the collective agreement
 - any information about the role and functions of the union that the employer is required to provide to prospective employees in accordance with a request by a union under section 30A of the Employment Relations Act
 - a reasonable opportunity to seek independent advice. The employer must also consider any issues that the employee raises and respond to them, and
 - within 10 days after they commence employment, a copy of MBIE’s “Form for new employees to indicate if they intend to join a union”, for the employee to complete and return. A copy of the form [can be found here](#) and further guidance [can be found here](#).
- At the end of the first 30 days of employment, if the employee has not joined the union, 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, whether on appointment or after the 30 day period, they will require concurrence from the Ministry. Note that the employee must be informed that they are entitled to seek independent advice about any variation to the promulgated agreement that is offered.
- 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.