

## INDIVIDUAL EMPLOYMENT AGREEMENT

### Teacher Aides/Employees who undertake work described in the Work Matrix Table Set out in 3A.3.3 of the Support Staff in Schools' Collective Agreement as varied on 29 June 2020

**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 ..... *[teacher aide/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 2019-2022 as varied on 29 June 2020, the effective date of the application of the following provisions in respect to this Individual Employment Agreement shall be:

- In relation to the whole of part 3A, clause 3.2.2, clause 3.6, clause 5.4.1, clause 5.4.4, and clause 5.4.5, 12 February 2020 or the date of the commencement of the role, whichever is the later.
- In relation to clause 2.5.1A, the date this agreement has been signed by both signatories.
- In relation to the remainder of the Agreement, the date of the commencement of the role.

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 \$.....

Please note that the new pay equity rates will not be processed by Education Payroll until November 2020, so will be backdated to the effective date. Until then you will receive the rate in the Support Staff in Schools' Collective Agreement 2019-2022 prior to its 29 June 2020 variation.

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 2019-2022 as varied on 29 June 2020, with all the necessary modifications applicable to an individual employment agreement for support staff. A copy of the Support Staff in Schools' Collective Agreement 2019-2022 as varied on 29 June 2020 is attached ([available on the Ministry of Education website](#)).

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.

The Employee acknowledges and accepts that the work of employees who routinely undertake work set out in the Teacher Aide Work Matrix Table set out in clause 3A.3.3 of the Support Staff in Schools' Collective Agreement 2019-2022 as varied on 29 June 2020, whether designated as a Teacher Aide or not, is covered by a pay equity claim settlement and in signing this agreement, the Employee accepts the benefit of that settlement.

The Employee acknowledges and accepts that the Teacher Aide Pay Rates set out in clause 3A.4 of the Support Staff in Schools' Collective Agreement 2019-2022 as varied on 29 June 2020 reflect pay equity and that there is no differentiation between male and female employees in the manner set out in section 3(1) of the Equal Pay Act 1972. In consideration for being offered these terms and conditions the Employee agrees not to bring any claim that the remuneration paid to them pursuant to this agreement is subject to any differentiation or undervaluation based on sex. The Employee also agrees not to bring any claim against either the State Services Commissioner or the Secretary for Education or a Board of Trustees seeking back pay for any period prior to 12 February 2020.

**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**

#### **TEACHER AIDES**

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

- New employees who are or become members of the NZ Educational Institute – Te Riu Roa (NZEI Te Riu Roa) or E tū (the union) and who perform the work covered by the Support Staff in Schools' 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.

##### **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.