

**INDIVIDUAL EMPLOYMENT AGREEMENT**  
**ADULT AND COMMUNITY EDUCATION (ACE)**  
**FIXED TERM TUTOR**

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

**AND** .....(the Employee)

The Board has appointed the employee to the position of an ACE tutor at  
..... to teach the following course(s) in  
..... *[enter year]*.

The employer will indicate the arrangements relating to the times the employee is to work either within the agreement or via a letter of appointment. The Employee is appointed for a fixed term from  
..... *[start date]* until ..... *[enter either the expiry date or the event, occurrence, or project whose conclusion denotes the termination of this fixed term arrangement]*, pursuant to section 66 of the Employment Relations Act 2000, and subject to the terms and conditions contained in this agreement.

The employee shall be paid \$..... per hour [refer to subclause 3.1.1-3.1.3 of the Adult and Community Education (ACE) Staff in Schools’ Collective Agreement 2007-2008 (the CA) (see below) for criteria for placement on the correct step].

The terms and conditions of employment under this individual employment agreement are the terms and conditions of the CA which shall apply as an individual employment agreement, with all modifications necessary for this purpose. A copy of the CA is available at [www.minedu.govt.nz/goto/employmentagreements](http://www.minedu.govt.nz/goto/employmentagreements)). Attention is drawn to Part Eight of the CA that includes a plain language explanation of the employment relationship problem resolution services.

The terms and conditions of employment set out in this agreement replace any previous arrangements and understandings from the date of signing by both parties following promulgation.

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**

#### **(ACE TUTOR)**

In offering the promulgated Individual Employment Agreement (IEA) to new employees, boards are required to meet their obligations under the Employment Relations Act 2000. The following adapted extract from Ministry of Education Circular 2000/23 provides a guide to the obligations in relation to new employees where a Collective Agreement (CA) is in place.

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

- The requirements of the Employment Relations Act (ERA) apply in full to any collective agreement or individual employment agreement negotiated after 2 October 2000.
- 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 terms and conditions of employment of the collective agreement.
- Before agreeing to the individual employment agreement and before the employee commences work, the employee must be advised:
  - 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,
  - the employer will give the employee a copy of the collective agreement, and
  - the employer will inform the union that they have entered into an individual employment agreement with the employee, with the agreement of the employee.
- 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.