

**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 the employment of *[delete one]* 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 2007-2009 (the CA) 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. Note this does not apply to new employees, who will be employed on the CA linked terms and conditions for at least the first 30 days from the date their employment begins.**

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

The employee's weekly/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 2007-2009, with all the necessary modifications applicable to an individual employment agreement for a groundstaff employee. A copy of the Secondary and Area School Groundstaff Collective Agreement 2007-2009 is attached (*available at [www.minedu.govt.nz/goto/employmentagreements](http://www.minedu.govt.nz/goto/employmentagreements)*).

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** **(SECONDARY AND AREA SCHOOL GROUNDSTAFF)**

#### **New Employees**

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 an Amalgamated Workers Union (AWU) party to the collective agreement and perform the work covered by the Secondary and Area School Groundstaff Collective Agreement will be bound by that collective agreement.
- New employees who are not AWU members and perform the work covered by the Secondary and Area School Groundstaff Collective Agreement shall 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 the collective agreement exists and covers the work to be done by the employee, and
  - that the employee may join the AWU, and how they can contact the union.
- The employer will give the employee a copy of the collective agreement.
- 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 an AWU, 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.

#### **Existing Employees**

Note: Attention is again drawn to Part 2 of the collective agreement, which allows an employee employed before 28 March 2002 (i.e., the date of the Secondary and Area School Collective Agreement) to choose to retain their entitlements at that date or move to the remuneration provisions under the 2007-2009 collective agreement.