

**TE AHO O TE KURA POUNAMU  
SPECIALIST AND SUPPORT STAFF  
COLLECTIVE AGREEMENT**

**17 December 2019 – 16 December 2021**

**(Formerly known as The Correspondence School  
Specialist and Support Staff Collective Agreement)**

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## **PART 1 - PARTIES AND TERM OF THIS AGREEMENT**

### **1.1 PARTIES**

The parties to this agreement are the Secretary for Education acting under delegation from the State Services Commissioner made pursuant to s 23 State Sector Act 1988 (“the Ministry”) and acting in accordance with s 74(5) of that Act; and New Zealand Educational Institute Te Riu Roa (Inc.) (“the Union”);

### **1.2 COVERAGE**

This agreement is made pursuant to the Employment Relations Act 2000 and is binding on the following:

- (a) The Board of Trustees of Te Aho o Te Kura Pounamu (“Te Kura” or “the employer”).
  - (b) every employee, as defined in 2.2, who is, or who becomes a member of the Union.
- Note: Appendix A of this agreement outlines the principles, agreed between the employer and the union, for determining collective agreement coverage.

### **1.3 TERM**

The term of this agreement is 17 December 2019 – 16 December 2021.

### **1.4 VARIATION OF AGREEMENT**

- 1.4.1 The parties agree that the terms and conditions in this agreement may be varied at any time by written agreement between the Ministry and the Union.
- 1.4.2 The variation may be limited to employees directly affected by the proposed variation. For the purpose of this clause the phrase "employees directly affected" shall mean only those employees whose terms of employment will be altered as a result of the proposed variation.

## **PART 2 - DEFINITIONS**

**2.1** Unless otherwise specified, terms in this agreement will have the same meaning as the Employment Relations Act 2000 and other relevant legislation.

**2.2** “Employee” means a person employed by Te Kura who is engaged in specialist or support staff positions, with the following exceptions:

- Those employees who are considered members of the Senior Leadership Team and/or the fourth and upward tiers of management; and
- Those in positions reporting directly to members of the Senior Leadership Team; and
- Those in management positions who have responsibility for appraisal and performance management;
- The following positions in the Human Resources Team: Senior HR Adviser, Senior Learning and Development Advisor and Payroll Lead; and
- External teachers aides, which are those occupying positions created by discretionary allocation.

- 2.3** A “permanent salaried employee” (full time or part time) is an employee who is employed on an ongoing basis at the time of the appointment.
- A full time employee is employed for 40 hours per week.
  - A part time employee is an employee who is employed regularly for fewer hours than those specified above and/or for less than 52 weeks of the year. Any employee who was appointed as a limited tenure employee shall continue to work the previously agreed hours and weeks, unless varied by mutual agreement.
- 2.4** A “fixed term employee” is appointed in addition to the regular staff or to replace an absent member of the regular staff, for a specific purpose or for a specific period. Genuine and reasonable grounds for all fixed term positions shall be identified as per s66 of the Employment Relations Act 2000. The purpose or period of employment and the reasons shall be defined in writing. Clause 8.3 shall not apply to a fixed term employee.

## **PART 3 - HOURS OF WORK AND OVERTIME**

### **3.1 HOURS OF WORK**

- 3.1.1 It is expected employees will work the hours they are contracted to work. The normal hours of work per week shall not exceed 40.
- 3.1.2 The hours of operation for Te Kura are Monday to Friday 7am to 6pm with core hours between 9.30am and 3.30pm.
- 3.1.3 Employees are expected to take a morning and afternoon paid break of ten minutes and a minimum of a half hour unpaid break for lunch during their working day. Anyone wanting to take more than a two-hour lunch break during the working day is expected to discuss this with their manager in advance.
- 3.1.4 An employee may be requested to start and / or finish work outside of the hours specified in clause 3.1.2 subject to mutual agreement.

### **3.2 ENHANCED FLEXIBLE WORK ARRANGEMENTS**

- 3.2.1 Te Kura recognises the importance of work life balance: flexibility is a valued way of meeting business and personal needs and enabling a balance of the two to be achieved.
- 3.2.2 Te Kura will work with staff to create an environment where flexible working arrangements are an accepted part of our culture.
- 3.2.3 An employee can request Enhanced Flexible Work Arrangements (as described in 3.2.4 below) from their manager. Employees cannot be required to adopt Enhanced Flexible Work Arrangements.
- 3.2.4 Enhanced Flexible Work Arrangements can be used to change:
- how work is done including job sharing
  - start and finish times daily and flexibility in these as and when required
  - how starting and ending work times are managed
  - how work is managed in the workplace to help employees and Te Kura
  - the location of work if delivery and operational requirements are not affected and are in line with relevant Te Kura policy.

3.2.5 It is expected that conversations will take place between managers and employees regarding the most suitable work arrangements resulting in mutual benefits for both parties. Managers have sole discretion to approve a request for Enhanced Flexible Work Arrangements due to operational requirements, though where declining a request an explanation will be given.

3.2.6 Approval for Enhanced Flexible Work Arrangements may be granted on a permanent basis, for a defined period or the based on completion of a particular project or projects.

### **3.3 OVERTIME**

3.3.1 All time required by the employer to be worked in excess of 40 hours per week, or 8 hours per day or outside of Monday to Friday inclusive or on public holidays shall be deemed to be overtime. Computation shall be on a daily basis and payment for overtime shall be at time and a half or alternatively by mutual agreement time off in lieu may be taken on the basis of up to one hour for each additional hour worked. These provisions apply to all employees covered by this agreement.

3.3.2 The maximum an employee can earn in terms of salary and overtime is \$71,170. In the case of employees whose annual salary is \$71,170 or more no overtime payment shall be made. Time off in lieu may be taken at mutually agreed times on the basis of up to one hour for each additional hour worked.

3.3.3 Meal during overtime

In the event that an employee has agreed to work not less than two hours' overtime, that employee shall be provided with hot food by Te Kura, as agreed with the relevant supervisor.

## **PART 4 - REMUNERATION**

### **4.1 REMUNERATION POLICY OBJECTIVES**

The objectives of the remuneration policy are to:

- ensure fair and equitable remuneration having regard to internal relativity, the rate for the job and Te Kura's equal employment opportunities policy.
- recognise and reward differences in individual ability and performance.
- maximise career path opportunities both horizontally and vertically.
- provide appropriate pay ranges for conditions requiring different levels of responsibility, experience, skills and knowledge.
- reflect Te Kura's ability to pay.

### **4.2 SALARY LEVELS AND RATES**

Jobs of similar responsibility, experience, skills and knowledge have been placed together in four different levels (A-D). Any new or significantly changed position will be evaluated and placed on the appropriate salary rate in the relevant salary level.

The *incremental step* range which operates in all salary levels (A-D) up to specific salary rates provides for annual salary progression based on achievement of reasonable satisfactory performance.

The range of rates range which operates in salary levels B, C and D provides for salary progression based on performance that consistently meets or exceeds the reasonable satisfactory performance level, as evidenced in the performance review.

Each level apart from level D has minimum and maximum salary rates for the designated positions listed in that level. Level D has no maximum above step 7. The level that applies to a specific position will be recorded in the job description for that position.

Employees shall not refuse reasonable requests to provide short term cover in a position in a different level from the employee's own position where the employee has the required skills to do so.

## Level A

<b>Position characteristics</b>				
The position requires				
<ul style="list-style-type: none"> <li>• Knowledge and skill – basic skills and knowledge, performance of activities with specific content and objectives.</li> <li>• Problem solving –the ability to identify basic problems and take appropriate action within a range of known alternative solutions</li> <li>• Accountability – carrying out set duties and tasks within defined work instructions.</li> </ul>				
Step	Current Rates	New step post settlement	Rates effective 12 December 2019 (\$21.15/hr)	Rates effective 11 December 2020 (3% increase to all steps)
1	\$36,816	1	\$44,098	\$45,421
2	\$36,816			
3	\$36,816			
4	\$37,539			
5	\$38,502			
6	\$39,465			
7	\$40,426			
8	\$41,388			
9	\$42,352			

## Level B

<b>Position characteristics</b>				
The position requires				
<ul style="list-style-type: none"> <li>• Knowledge and skill – specific skills and knowledge relevant to the role.</li> <li>• Problem solving – ability to identify and understand possible outcomes and take appropriate action to solve intermediate level problems.</li> <li>• Accountability – some degree of initiative and decision making within defined work instructions.</li> </ul>				
Step	Current Rates	New step post settlement	Rates effective 12 December 2019 (\$21.15/hr or 3% increase on current steps)	Rates effective 11 December 2020 (3% increase to all steps)
1	\$40,087	1	\$44,098	\$45,421
2	\$41,201			
3	\$42,313			
4	\$43,427	2	\$44,730	\$46,072
5	\$44,539	3	\$45,875	\$47,251
6	\$45,652	4	\$47,022	\$48,432
7	\$46,767	5	\$48,170	\$49,615
8	\$47,879	6	\$49,315	\$50,795
9	\$48,994	7	\$50,464	\$51,978
10	\$49,979	8	\$51,478	\$53,023
11	\$51,259	9	\$52,797	\$54,381
RR		RR	↓	↓
Max	\$56,385	Max	\$58,077	\$59,819

## Level C

<b>Position characteristics</b>				
The position requires				
<ul style="list-style-type: none"> <li>• Knowledge and skill – highly developed skills and knowledge relevant to the position, and an understanding of how complex organisations work in order to achieve work objectives.</li> <li>• Problem solving – applying knowledge and judgement to identify and resolve complex issues.</li> <li>• Accountability – providing credible information for use by the organisation to assist decision makers. The position may involve supervision.</li> </ul>				
Step	Current Rates	New step post settlement	Rates effective 12 December 2019 (3% increase on current steps)	Rates effective 11 December 2020 (3% increase to all steps)
1	\$52,181	1	\$53,746	\$55,359
2	\$53,632	2	\$55,241	\$56,898
3	\$55,082	3	\$56,734	\$58,436
4	\$56,532	4	\$58,228	\$59,975
5	\$57,978	5	\$59,717	\$61,509
6	\$59,848	6	\$61,643	\$63,493
7	\$61,464	7	\$63,308	\$65,207
RR		RR	↓	↓
Max	\$71,170	Max	\$73,305	\$75,504

**Level D**

<b>Position characteristics</b>				
The position requires				
<ul style="list-style-type: none"> <li>• Knowledge and skill – advanced specialist skills and technical knowledge relevant to the position. Application of skill and knowledge to influence rational arguments.</li> <li>• Problem solving – expected to use specialist skills to anticipate and resolve a multitude of problems that are complex and diverse.</li> <li>• Accountability – responsibility for results. Informing the school’s high level operational and strategic decisions. The position may involve supervision.</li> </ul>				
Step	Current Rate	New step post settlement	Rates effective 12 December 2019 (3% increase on current steps)	Rates effective 11 December 2020 (3% increase to all steps)
1	\$64,278	1	\$66,206	\$68,193
2	\$66,065	2	\$68,047	\$70,088
3	\$67,850	3	\$69,886	\$71,982
4	\$69,634	4	\$71,723	\$73,875
5	\$71,421	5	\$73,564	\$75,771
6	\$72,870	6	\$75,056	\$77,308
7	\$74,236	7	\$76,463*	\$78,757*
-		RR		
Max	\$97,116		\$100,029*	\$103,030*

\*Grade D rates are minimum rates above step 7.

### **4.3 SALARY ON APPOINTMENT**

Employees may be appointed to a salary anywhere within the minimum and maximum of the applicable salary level. Factors to be considered in deciding the actual starting salary rate will include:

- Previous relevant paid or unpaid work or experience
- Their level of relevant skills and knowledge
- Relevant academic and professional qualifications
- The level of expected performance.

### **4.4 ANNUAL SALARY REVIEW AND PROGRESSION**

4.4.1 The salary of all permanent staff will be reviewed in January each year and will be based on the performance achieved in the performance agreement for the previous 12 month period. The performance review must be completed prior to the salary review being undertaken.

4.4.2 The salary review process will consist of a formal discussion between the employee and their manager and the outcome of the discussion will be recorded. Any resulting increase to salary for the following year may only be formally advised in writing by the chief executive to the individual staff member. Any increase to salary shall be effective from the first day of the first pay period in January.

4.4.3 Where the employee is paid in the *incremental* step range of a salary level, annual progression to the maximum increment level of the employee's level shall be subject to satisfactory performance as defined in 4.4.4. The increase shall be to the next salary step provided this does not exceed the maximum step, except where Te Kura agrees to do so.

4.4.4 An employee shall be deemed to have performed satisfactorily where they have met the requirements of the position to a reasonable satisfactory level and have received no formal written warning for poor performance.

4.4.5 Where the employee is paid within the *range of rates* of a salary level, progression shall be for performance that consistently meets or exceeds the reasonable satisfactory level, as evidenced in the performance review. Any increase shall not exceed the maximum step, except where Te Kura agrees to do so.

4.4.6 The salary of any fixed term employee, provided their term of employment is greater than one (1) year and the term will expire after 1 January of the year following, will be reviewed in January.

### **4.5 BONUS PAYMENTS**

Bonuses may be considered where an employee:

- has made a one-off contribution that was outside of or in excess of the key achievements in the performance agreement; or
- is at the top of their salary range and performs exceptionally well; or
- is on incremental steps, and performs exceptionally well.

Bonuses are usually in line with the appropriate salary increase amount. An employee cannot receive a salary increase and a bonus for the same achievement.

## **4.6 PAYMENT OF SALARIES**

Salaries shall be paid fortnightly by direct credit to the employee's specified bank account. The employee shall be paid the appropriate annual rate, according to the hours and/or weeks actually worked.

## **4.7 QUALIFICATIONS**

4.7.1 An employee with a grandparented qualifications allowance upon the coming into force of this agreement shall retain that allowance.

4.7.2 An employee who, while in the employ of Te Kura, attains a qualification which:

- is equivalent to level 6, or higher, on the NZQA framework; and
- has been agreed by Te Kura and the union to be relevant to the position held by the employee,

shall either move to the next incremental step on their level or, if the employee's salary is within a range of rates, receive an increase to annual salary of no less than \$1000.

## **PART 5 - LEAVE**

### **5.1 PUBLIC HOLIDAYS**

The Holidays Act 2003 shall apply except where otherwise provided.

5.1.1 The following days shall be observed as public holidays and paid in accordance with the provisions set out below:

Christmas Day	Boxing Day
New Years Day	The day after New Years Day
Waitangi Day	Good Friday
Easter Monday	Sovereign's Birthday
ANZAC Day	Labour Day
Anniversary Day as observed in the locality concerned	

In addition, Easter Tuesday and the three working days between Christmas and New Year shall be granted as Board Holidays.

5.1.2 In the event of a public holiday or a Board holiday falling on a Saturday or a Sunday, such holiday shall be observed on the following Monday, and in the event of another holiday falling on such Monday then the whole holiday shall be observed on the succeeding Tuesday.

5.1.3 Employees shall be paid for the public holidays listed in 5.1.1 above on the basis of the hours they would normally work on the day of the week on which the public holiday is observed. For the avoidance of doubt: if an employee would not normally work on a day on which a public holiday falls that employee is not entitled to be paid for that public holiday.

5.1.4 An employee whose employment is terminated (including expiry of a fixed term agreement) but whose final day of work is notionally extended by any annual leave holiday entitlement (in accordance with s40 of the Holidays Act 2003) to include a public holiday falling on a day normally worked would receive the relevant daily pay for that day.

5.1.5 Except as provided in 5.1.3 and 5.1.4 above, it is not intended that an employee specifically on leave without pay would be eligible for a paid public holiday.

5.1.6 An employee who is required to work on a public holiday shall be paid at the rate of time and one half of their relevant daily pay for all time worked. If the public holiday the employee works on is a day that would otherwise be a working day for the employee, the employee shall be entitled to a paid alternative holiday to be taken at a subsequent mutually agreed date.

## **5.2 ANNUAL LEAVE**

5.2.1 The employee shall be entitled to 4 weeks paid leave for the purposes of annual leave in addition to public and Board holidays. Such leave shall be taken at any time during the year but subject to the employer's operational requirements.

5.2.2 Employees engaged on a part time basis for less than 52 weeks of the year are entitled to the equivalent of four weeks' annual leave. Payment for the leave entitlement is to be made in accordance with the Holidays Act and at the commencement of the Christmas break.

5.2.3 Where an employee's employment is terminated before the end of the leave year annual leave shall be paid in accordance with the Holidays Act 2003.

## **5.3 SICK LEAVE**

5.3.1 Employees shall be entitled to ten working days sick leave per annum. That full annual sick leave entitlement shall be prorated for fixed term employees according to the length of their term of employment e.g. entitlement of an employee engaged for six months fixed term is five days. Employees shall be entitled to anticipate up to five days of their next entitlement.

5.3.2 Employees working part time shall be entitled to sick leave on a proportionately reduced annual basis provided that their entitlement shall not be less than that contained in the Sick Leave section of the Holidays Act 2003.

5.3.3 Sick leave may be accumulated to a maximum of 150 days for use in subsequent years, if not used in the year in which it is granted.

5.3.4 Employees who at the date of settlement of the 2010 collective agreement (19 March 2010) had accumulated sick leave in excess of 150 days shall have the accumulation grandparented. For clarity:

- the accumulated balance will reduce if the employee's use of sick leave exceeds the annual entitlement in any given leave year, and
- the accumulated balance shall not increase beyond 150 days should the employee use less than the annual sick leave entitlement in any given leave year.

5.3.5 The production of a medical certificate from a registered medical or dental practitioner or other evidence of their illness may be required for absences exceeding 5 working days.

## **5.4 DOMESTIC LEAVE**

- 5.4.1 The employer may grant an employee leave on pay as a charge against their sick leave entitlement when the employee is absent from work to attend to a person dependent on the employee.
- 5.4.2 Employees working part time shall be entitled also to request that time off is granted to attend to a dependent who is sick.
- 5.4.3 The production of a medical certificate from a registered medical or dental practitioner or other evidence of their illness may be required.
- 5.4.4 Employees are referred to the Parental Leave clause should they wish to take leave in the event of the birth or adoption of a child by an employee or an employee's partner. Domestic leave is not to be used.

## **5.5 PARENTAL LEAVE**

- 5.5.1 Parental leave shall be allowed in accordance with the requirements and provisions of the Parental Leave and Employment Protection Act 1987 (PLEPA).
- 5.5.2 The PLEPA provides that on written application an employee shall be entitled to unpaid parental leave provided that:
  - (a) The employee has worked for the employer for the immediately preceding six months before the expected date of delivery or the date of adoption; and
  - (b) The employee has worked at least 10 hours per week during that period.
- 5.5.3 Parental Leave is:
  - (a) Paid parental leave of up to 22 weeks;
  - (b) Special leave of up to 10 days;
  - (c) Partners leave of up to 2 weeks; and
  - (d) Extended leave of up to 52 weeks.
- 5.5.4 When a staffing surplus is declared involving a position that is usually occupied by an employee who is on parental leave, then the deployment provisions that would apply to other staff members who are part of the same surplus will apply.
- 5.5.5 An employee on parental leave must be notified if their position is to be disestablished as a result of surplus staffing and will be consulted as if they were still working.
- 5.5.6 On returning from parental leave the employee is entitled to resume work in the same or similar position to the one they occupied at the time of commencing parental leave.

## **5.6 BEREAVEMENT/TANGIHANGA LEAVE**

- 5.6.1 An employee shall be granted bereavement/tangihanga leave on full pay to allow a reasonable opportunity for the employee to discharge their obligations and/or to pay their respects to a deceased person with whom they have had a close association. The entitlement to this leave extends to the death of any members of the employee's family, or person who, because of particular cultural requirements on the employee, is obliged to attend to as a part of a tangihanga or its equivalent.

- 5.6.2 In exercising its discretion to grant this leave, and in fixing the length of leave the employer must discharge its obligations in a culturally sensitive manner taking into account the following:
- (a) The closeness of the association between the employee and the deceased
  - (b) The responsibilities of the employee for any or all of the arrangements for the ceremonies resulting from the death
  - (c) The amount of time needed properly to discharge any responsibilities or obligations by an employee
  - (d) Reasonable travelling time, provided that the employer need not take into account total travelling time where an employee must attend a funeral overseas. However, any decision regarding the length of bereavement leave will be no less than the minimum amounts set out by s70 Holidays Act 2003.

Notes:

- (i) The minimum entitlement prescribed in the Holidays Act 2003 for a bereavement on the death of the employee's spouse, parent, child, brother or sister, grandparent, grandchild or spouse's parent is three days' paid leave.
- (ii) The minimum entitlement prescribed in the Holidays Act 2003 for a bereavement on the death of any other person where obligations such as those in clause 5.6.1 exist is one day.

5.6.3 The employer's decision on this leave and the length of such leave will be made as quickly as possible so that the employee is given maximum time possible to make any arrangements necessary. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary. If paid leave is not appropriate then leave without pay shall be granted, but as a last resort, and not where it undermines the entitlements to paid leave outlined in Notes (i) and (ii).

5.6.4 Bereavement while absent on leave

- (a) Where an employee is absent on annual leave and a bereavement occurs the employer shall be notified and will determine the number of days of bereavement leave to be granted in accordance with clause 5.6.2 above. The days shall replace the annual leave.
- (b) If bereavement leave is sought while an employee is absent on sick leave or any other leave with pay, the employer may agree to such leave being interrupted and bereavement leave being granted in its place.
- (c) The above provisions will not apply if the employee is on leave without pay.

5.6.5 Payment of bereavement leave will be an amount that is equivalent to the employee's relevant daily pay for each day of bereavement.

## **5.7 PROFESSIONAL DEVELOPMENT**

5.7.1 The parties agree that ongoing professional development is an important component of the provision of quality support services within schools. Further the parties acknowledge that the provision of quality support services is aided by appropriately qualified staff.

5.7.2 Both the employer and employee are responsible for discussing and identifying appropriate professional development opportunities. This should occur on at least a 12 monthly basis and where possible be linked to the annual appraisal process.

5.7.3 Subject to 5.7.6, the employer may require an employee covered by this agreement to attend professional development opportunities for up to five days in each calendar year.

The identification of such opportunities is likely to arise from the process referred to in 5.7.2.

- 5.7.4 The most appropriate opportunities may be within or outside of the employee's normal working hours. When considering such opportunities, the employer will give every reasonable regard to the employee's external responsibilities and commitments.
- 5.7.5 Where the employee considers that they are not being provided with an appropriate professional development opportunity through the process referred to in 5.7.2, the employee may apply to the Chief Executive or their delegate to have their attendance at a particular course approved and reimbursed in accordance with this clause. Such approval will be at the discretion of the Chief Executive or their delegate based on the principles expressed in this clause (5.7).
- 5.7.6 Where professional development occurs outside of work hours or on a day not normally worked, the employee shall receive full pay for the time spent at the course, including reasonable travelling time, for a maximum of eight hours per day. In addition the course costs and reasonable expenses shall be met by the employer. A minimum of four week's notice of any such course will be given to the employee.
- 5.7.7 Where professional development occurs on a day or days the employee would normally work, the employee will be entitled to have course costs and reasonable expenses paid by the employer in addition to normal wages for the day. Where the course length, including reasonable travelling time, exceeds the hours normally worked on the day, those additional hours shall also be on full pay to a maximum of eight.
- 5.7.8 Where the employer requires the employee to use their own vehicle reasonable expenses shall be as per 6.1. The applicable rate for mileage payments is as per the Inland Revenue guidelines.
- 5.7.9 The overtime provisions in this agreement shall not apply to the time spent on professional development.

## **5.8 EMPLOYMENT RELATIONS EDUCATION LEAVE**

Employment Relations Education Leave will be granted in accordance with Part 7 of the Employment Relations Act 2000.

## **5.9 OTHER LEAVE**

The employer may, at its discretion, grant an employee special leave with or without pay on such terms and conditions as it may approve. Examples of the type of leave are: first aid training, study leave, jury service.

## **5.10 FAMILY VIOLENCE LEAVE**

- 5.10.1 Family Violence Leave as provided for by the Holidays Act 2003 is in addition to other leave allowances within the collective agreement.
- 5.10.2 More information about Family Violence Leave can be found on Te Kura's Policy Framework home page.

## **PART 6 - EXPENSES AND ALLOWANCES**

### **6.1 EXPENSES**

Provided approval in advance has been obtained by an employee, the employer will reimburse the actual and reasonable expenses incurred because of work activities.

### **6.2 HIGHER DUTIES ALLOWANCE**

6.2.1 Where an employee is required to undertake the full duties and responsibilities of a higher position, whether or not covered by this agreement, for more than five consecutive working days (including the management and planning responsibilities), the employee shall be paid a higher duties allowance based on the greater of either:

- the difference between the salary the employee normally receives and salary for the higher position; or
- 6.5% of the salary of the employee acting in the higher position.

6.2.2 The allowance shall only be paid where the employee competently discharges these higher duties.

6.2.3 An employee required to undertake only some of the duties will be paid at a lesser rate.

## **PART 7 - GENERAL TERMS AND CONDITIONS**

### **7.1 EQUAL EMPLOYMENT OPPORTUNITIES AND GOOD EMPLOYER PROVISIONS**

7.1.1 The equal employment opportunities and good employer provisions of the State Sector Act 1988 apply.

7.1.2 The Ministry of Education and NZEI Te Riu Roa agree with the Government's aspiration in the Pay and Employment Equity Plan of Action that remuneration, job choice, and job opportunities in the state education sector should not be affected by gender.

7.1.3 The employer recognises its responsibility as a good employer to have practices in place that ensure fair and just treatment for all employees. The employer is committed to providing a supportive and safe working environment which is free from discriminatory practices and harassment. Te Kura has a policy and mechanisms in place if employees believe they have been subject to any form of discrimination and/or harassment. Information is held on Te Kura's intranet site.

### **7.2 HEALTH, SAFETY AND WELLNESS AT TE KURA**

7.2.1 Attention is drawn to the provisions of the Health and Safety at Work Act 2015. More information on this Act is available on the school's intranet site. Te Kura is committed to ensuring that all employees go home from work healthy and safe.

This is evident through:

- regular meetings of the Health and Safety Committee which contributes to the development of sound health and safety policy and procedures,
- annual health and safety initiatives such as flu vaccinations, and
- free and confidential access to the school's employee assistance programme.

- 7.2.2 Attention is also drawn to the policies and procedures adopted by Te Kura in relation to its commitment to health and safety as outlined on the intranet.
- 7.2.3 The employer will provide protective clothing where necessary.
- 7.2.4 Where an employee (excluding a nurse aide or nurse) holds a current first aid certificate or recognised nursing qualification and is a designated first aider in Te Kura, such an employee shall be paid an allowance of 35 cents per hour while so designated. The employer shall meet the cost (up to a maximum of \$160) of obtaining and renewing a first aid certificate from a recognised provider for a designated first aider.
- 7.2.5 The parties agree to comply with the Code of Practice for Visual Display Units (VDU) issued by Worksafe, Ministry of Business, Innovation and Employment.
- 7.2.6 Eye Tests – any permanent employee whose regular weekly hours of work are not less than 20 and who is required to work on a VDU at least 50% of their normal working time shall be entitled to an eye test biennially or as required at the employer's discretion and expense.
- (a) If the test discloses that prescription lenses are required for the normal viewing distance of a VDU, or that an eyesight problem has been created or worsened by a VDU, then the actual and reasonable cost of the lenses will be met by the employer. The employer will also meet the actual and reasonable cost of spectacle frames where the employee requires prescription lenses for the first time. The cost to Te Kura shall not exceed \$300 biennially for any individual, as reflected in the policy of Te Kura.
- (b) If the employee chooses contact lenses the employer will meet the costs only up to the level required to be met under (a) above.

### **7.3 EMPLOYEE ASSISTANCE**

- 7.3.1 The parties commit themselves to the continuation of an employee assistance programme based on the following statement of principle:  
"It is in the best interest of the employer and the employee that a person with impaired work performance should receive early assistance and at the same time be assured that receiving such assistance will in no way be detrimental to their career."
- 7.3.2 On-site and off-site assistance will be provided to employees on the following basis:
- It will be voluntary
  - It will be confidential and no records will be placed on personal files
  - Appropriate professional personnel will be available
  - Consideration will be given to meeting costs
  - Sick leave provisions apply.
  - Employees will not be adversely affected or penalised by participation in respect of promotional opportunities and job security.
  - Self referral is encouraged
  - It is available when the work of the employee is affected by the personal problems of family members.

### **7.4 VACANCIES AND APPOINTMENTS**

- 7.4.1 Where an employer intends to fill a position that is vacant in Te Kura (other than with a fixed term employee) the employer shall wherever practicable, notify or advertise the vacancy in a manner sufficient to enable suitably qualified persons to apply for the position.

- 7.4.2 Attention is drawn to the State Sector Act 1988 in so far as it provides that the person best suited to the position shall be appointed.
- 7.4.3 Every appointee to a vacancy shall be notified in writing of:
- (a) the appointment; and
  - (b) the salary to be paid; and
  - (c) the hours and weeks to be worked; and
  - (d) the purpose and /or duration of employment if the appointment is to a fixed term position.

## **7.5 RE-ENTRY AFTER ABSENCE DUE TO CHILDCARE**

- 7.5.1 An employee who resigned to care for pre-school children may apply for re-employment under preferential provisions provided that:
- (a) The absence does not exceed four years from the date of resignation or, five years from the date of cessation of duties to take up parental leave.
  - (b) The applicant must:
    - Produce a birth certificate for the pre-school child;
    - Sign a statutory declaration to the effect that absence has been due to the care of a pre-school child and paid employment has not been entered into for more than 15 hours per week or other income received during that absence.

Note: Where paid employment has been entered into for substantially more than 15 hours per week, or other income earned at a rate in excess of a weekly average equivalent to 15 hours, eligibility for re-entry under these provisions will be at the discretion of the employer.

- (c) An applicant seeking re-employment with the employer should give at least 3 months' notice and renew that notice at least one month before the date they wish to return to work, or one month before the expiry of the period in (a), whichever is the earlier.
- 7.5.2 Where the applicant meets all the provisions of clause 7.5.1 above and, at the time of application:
- (a) has the necessary skills to competently fill a vacancy which is available; and
  - (b) the position is substantially the same in character and at the same or lower salary and grading as the position previously held,
- then the applicant under these provisions is to be appointed in preference to any other applicant for the position.
- 7.5.3 Absence for child care reasons will interrupt service but not break it. The period of absence will not count as service for the purposes of sick leave or annual leave or any other leave entitlement.
- 7.5.4 If an applicant under these provisions is not appointed to any position within three months after the expiry of the period in clause 7.5.1(a) the benefits of these provisions will lapse.

## **7.6 UNION MATTERS**

- 7.6.1 The employer recognises the rights of employees, in respective work areas, to select a fellow employee to represent their interests on employee relations issues.
- 7.6.2 The employer acknowledges the key role that representatives play in the positive development of the workplace industrial relationship including:
- Recognition of elected representatives; and
  - Reasonable time for representatives to meet with members to discuss work related matters.
- 7.6.3 A representative of the Union shall be entitled to enter at all reasonable times upon the premises for purposes related to the employment of its members or for purposes related to the union's business or both. The representative shall enter at a reasonable time and in a reasonable way and comply with existing safety, health and security procedures and requirements applying in respect of Te Kura.
- 7.6.4 The employer shall, in accordance with relevant legislation, grant union members leave on relevant daily salary /pay to attend union education and development courses or health and safety courses provided:
- This does not unreasonably disrupt the operation of the organisation;
  - The union/member has given the employer at least two weeks' notice in writing of the intention to take paid union leave.
- 7.6.5 The employer shall deduct union dues from those employees who are bound by this agreement and who have given the employer written authority to make such a deduction. The employer shall retain an administration fee of 2.5 per cent. The employer shall remit such deductions to the union at mutually accepted intervals.

## **PART 8 - TERMINATION OF EMPLOYMENT**

### **8.1 NOTICE / ABANDONMENT OF EMPLOYMENT**

- 8.1.1 Unless otherwise agreed, the employee shall give the employer one month's notice of termination and the employer shall give the employee one month's notice of termination, or if mutually agreed a payment in lieu of notice, except in cases of serious misconduct which may warrant instant dismissal.
- 8.1.2 Where an employee is absent from work for a continuous period exceeding three working days without the consent of the employer and without good cause or without notification to the employer they shall be deemed to have terminated their employment.

### **8.2 DISCIPLINE AND DISMISSAL**

- 8.2.1 The following principles are to be followed when dealing with disciplinary matters:
- (a) The employee must be advised of their right to request union assistance and/or representation at any stage.
  - (b) The employee must be advised of the specific matter(s) causing concern and a reasonable opportunity provided for the employee to state any reasons or explanations.
  - (c) The employee must be advised of the corrective action required to amend their conduct and given a reasonable opportunity to do so.
  - (d) Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by management.

- (e) Depending upon the seriousness of the misconduct an oral warning should usually precede a written warning.
- (f) The process and results of any disciplinary action is to be recorded in writing, sighted by the employee and placed on their personal file.
- (g) If the offence is sufficiently serious an employee is to be placed on suspension pending an investigation under (d).
- (h) An employee aggrieved by any action taken by an employer must be advised on their right to pursue a grievance in terms of the personal grievance procedure.

### **8.3 RESTRUCTURING AND SURPLUS STAFFING**

8.3.1 The parties to this agreement and those bound by this agreement recognise the serious consequences that the loss of employment can have on individual employees and propose to minimise this as far as possible by using the provisions in this agreement to keep as many employees as possible in employment.

8.3.2 The restructuring of the whole or any part of the employer's operation will be undertaken through a change management process, this process will include development of any new or significantly changed positions. During this process employees will be consulted and given an opportunity for feedback and/or contribution.

8.3.3 Following a change management process a surplus staffing situation may arise when the work undertaken by the employee ceases to exist or is significantly changed. This may be the result of the restructuring of the whole or any part of the employer's operations because of, for example:

- the reorganisation or review of work;
- staffing or work practices relevant to the individual employee; or
- merger, change of status or closure of Te Kura, or the sale or transfer of all or part of Te Kura.

8.3.4 Should a surplus staffing situation arise the employer will consult with the union in regard to a reasonable timeframe. The first option that will be examined is retraining and/or redeployment. Declaring an employee redundant is the last option. The employer will consult with the employee to examine all the available options. One of the purposes of consultation is to encourage the suggestion of options, which may suit the employee. These may include items such as shortened notice, extended notice, redeployment or other options the employee may favour.

8.3.5 The employer will endeavour to redeploy the person to a suitable alternative position either within the organisation or elsewhere. In any redeployment situation the agreement of the employee (which cannot be unreasonably withheld) will be sought.

8.3.6 A suitable alternative position would be one which:

- involves duties that are reasonable given the employee's skills, abilities and employment history which may entail on the job training provided by the employer
- has terms and conditions, including any service related and redundancy conditions and any conditions relating to superannuation, that are no less favourable
- is at the same location or within reasonable commuting distance
- does not place an unreasonable imposition on the employee's individual circumstances.

Where an offer of a suitable alternative position is made the employee is not entitled to a redundancy payment.

- 8.3.7 Where the employer offers the employee a position, which is not a suitable alternative position, a salary protection package shall be negotiated if the position attracts a lower salary rate. The duration of the salary protection package will be negotiated between the parties; however, it shall not be for a period greater than two years. If the employee accepts the position they will not be entitled to a redundancy payment.
- 8.3.8 Employees who are not redeployed to another position shall be given a minimum of one month's written notice of termination of employment.
- 8.3.9 During the notice period both the employer and the employee shall make reasonable efforts to locate alternative employment for the employee. The employer will provide reasonable paid time to attend interviews where the employee has obtained the employer's prior approval (which shall not be unreasonably withheld).

#### **8.4 REDUNDANCY PAYMENT**

In the event that an employee is made redundant they are entitled to redundancy payments as per the following provisions. Payment will be based on the following:

- One months notice of redundancy or payment in lieu of notice; and
- 10 percent of total ordinary pay for the preceding 12 months; and
- 4.165 percent of total ordinary pay for the preceding 12 months for one person (other than a dependent child) who is dependent on the employee; and
- 8.33 percent of total ordinary pay for the preceding 12 months for each dependent child.

*"Dependent child" means all children up to the age of 15 years and all children between the ages of 15 and 18 who are not:*

- (a) in paid employment; or*
- (b) in receipt of a state benefit; or*
- (c) in receipt of a basic grant or an independent circumstances grant under the Student Allowances Regulations; and*
- (d) including those for whom the employee is paying maintenance in terms of Ministry of Social Development requirements and those for whom liable parent contributions are made.*

*Where both parents are declared surplus, only one parent can claim for dependent children. It is the employee's choice as to which one claims.*

*"Dependent person" means a person who is dependent on the employee and who earns an annual taxable income of \$23,492 or less.*

*"Ordinary pay" is defined as basic taxable salary, plus regular taxable allowances paid on a continuous basis, except in the case of employees on parental leave where ordinary pay shall be ordinary pay at the time of taking leave.*

These payments are regardless of length of service but are conditional on finishing on an agreed date.

**In addition**, an employee with 12 months or more continuous service will receive:

- 10 percent of total ordinary pay for the preceding 12 months; and
- 4 percent of total ordinary pay for the preceding 12 months multiplied by the number of years of continuous service minus one, up to a maximum of 15; and
- 0.333 percent of total ordinary pay for the preceding 12 months multiplied by the number of completed months in addition to completed years of service, provided total service is less than 16 years; and

- 5 percent of total ordinary pay for the preceding 12 months multiplied by the number of years of continuous service between 16 and 19 years; and
- 0.416 percent of total ordinary pay for the preceding 12 months multiplied by the number of completed months in addition to completed years of continuous service provided total service in years is between 16 and 19 and less than 20 years.

**Note:** The total amount paid to an employee under the above provisions (excluding the payments made for dependents and for the notice period) shall not exceed \$42,000.

**Cessation Leave** in accordance with the scales below will be paid, subject to the leave being reduced by the amount of paid anticipated retiring leave already taken where this applies.

Qualification Required	Amount of Leave
Under 5 years' service	Nil
Completion of 5 and under 10 years' service	22 working days
Completion of 10 years and under 15 years' service	44 working days
Completion of 15 years and under 25 years' service	65 working days

**Cessation Leave (days) for employees with 25 years or more service**

Years	0 mths	2 mths	4 mths	6 mths	8 mths	10 mths
25	65	66	66	67	68	69
26	69	70	71	71	72	73
27	74	74	75	76	76	77
28	78	79	79	80	81	81
29	82	83	84	84	85	86
30	86	87	88	89	89	90
31	91	91	92	93	94	94
32	95	96	96	97	98	99
33	99	100	101	101	102	103
34	104	104	105	106	106	107
35	108	109	109	110	111	111
36	112	113	114	114	115	116
37	116	117	118	119	119	120
38	121	121	122	123	124	125
39	125	126	126	127	128	129
40	131					

“Service” for the purposes of the surplus staffing provisions shall mean service within Te Kura. Employees who were last appointed to Te Kura (previously known as The Correspondence School) prior to 1 January 1997 who had conditions in relation to “service” in excess of those defined above will continue to be eligible for their entitlements according to the conditions which existed at the time of their appointment.

In addition the employee will be paid for any outstanding annual leave.

**8.5 EMPLOYEE PROTECTION PROVISIONS**

8.5.1 Where work undertaken by an employee covered by this Agreement will be, or is likely to be undertaken by a new employer the employer will:

- Provide the new employer with details of the work currently performed by the employees concerned together with details of the terms and conditions of their employment; and
- Seek a proposal for the employment (if any) of the affected employees by the new employer, including the terms and conditions upon which those employees would be offered employment by the new employer; and
- Arrange to meet with the new employer for the purpose of negotiating on the proposal; and
- Notify the National Office of the union where any affected employees are union members; and

Note that the notice provisions of the surplus staffing provisions in this Agreement shall apply.

8.5.2 The following shall be matters for negotiation with the new employer in relation to employees affected by the restructuring and again should be read in conjunction with the surplus staffing provisions:

- The number and type of positions that may be offered by the new employer to employees affected by the restructuring; and
- The terms and conditions of employment to be offered to those employees (including whether the employees will transfer to the new employer on the same terms and conditions of employment); and
- The arrangements, if required, for the transfer of any accrued benefits and entitlements in relation to those employees; and
- The arrangements, if required, for when and how offers of employment are to be made to the affected employees and the mode of acceptance.

8.5.3 The process to be followed at the time of the restructuring to determine what entitlements, if any, are available for employees who do not transfer to the new employer are set out in clause 8.3. This clause as a whole shall be read in conjunction with those provisions.

## **PART 9 - DISPUTES AND PERSONAL GRIEVANCES**

### **9.1 EMPLOYMENT RELATIONSHIP PROBLEMS**

An employment relationship problem is a problem between employee and employer. For example, it might be a personal grievance or a dispute about the interpretation, application, or operation of a provision in an employment agreement.

### **9.2 RESOLVING AN EMPLOYMENT RELATIONSHIP PROBLEM**

The employee and employer should first make a reasonable effort to discuss the problem and settle it by mutual agreement. (If it's a personal grievance, it must first be raised with the employer and within 90 days - Personal Grievances are explained further below).

An employee (or employer) has the right to be represented at any stage. When a problem arises, union members should contact their local NZEI Te Riu Roa field officer for advice and representation.

### **9.3 PERSONAL GRIEVANCES**

A personal grievance is a particular type of employment relationship problem that normally must be raised with the employer within 90 days of the grievance arising.

An employee may have a personal grievance where:

- They have been dismissed without good reason, or the dismissal was not carried out properly
- They have been treated unfairly
- Their employment or a condition of their employment has been affected to their disadvantage by an unjustified action of their employer.
- They have experienced sexual or racial harassment, or have been discriminated against because of their involvement in a union or other employee organisation, or have suffered duress over membership or non-membership of a union or other employee organisation.
- They have been discriminated against in terms of the prohibited grounds of discrimination under the Human Rights Act 1993.

**Note:** The full meaning of the terms personal grievance, discrimination, sexual harassment, racial harassment, and duress, shall be the meaning given by sections 103 to 110 inclusive of the Employment Relations Act 2000 only.

As with other employment relationship problems, the parties should always try to resolve a personal grievance through discussion.

Either party can refer a personal grievance to the Employment Relations Service of the Ministry of Business, Innovation and Employment for mediation assistance, or to the Employment Relations Authority.

If the problem relates to a type of discrimination that can be the subject of a complaint to the Human Rights Commission under the Human Rights Act 1993, the person can either take a personal grievance, or complain to the Human Rights Commission, but not both. If in doubt, advice should be sought before deciding.

#### **9.4 EMPLOYMENT RELATIONS SERVICES AVAILABLE**

To help resolve employment relationship problems, the Ministry of Business, Innovation and Employment provides:

- **An information service**

This is free. It is available by contacting the Ministry of Business, Innovation and Employment or by phoning toll free 0800 20 90 20. The Ministry of Business, Innovation and Employment's Employment Relations Service internet address is [www.ers.dol.govt.nz](http://www.ers.dol.govt.nz) and can be contacted by e-mail at [info@ers.dol.govt.nz](mailto:info@ers.dol.govt.nz).

- **The Mediation Service**

The Mediation Service is a free and independent service available through the Ministry of Business, Innovation and Employment.

This service helps to resolve employment relationship problems and generally to promote the smooth conduct of employment relationships.

Mediation is a mutual problem solving process, with the aim of reaching an agreement, assisted by an independent third party.

If the parties can't reach a settlement they can ask the mediator, in writing, to make a final and binding decision.

A settlement reached through mediation and signed by the mediator at the request of the parties is final, binding and enforceable. Neither party can then take the matter any further and, either party can be made to comply with the agreed settlement by court order.

If the problem is unresolved through mediation either party may apply to have the matter dealt with by the Employment Relations Authority.

- **The Employment Relations Authority**

This Authority is an investigative body that operates in an informal way. It looks into the facts and makes a decision on the merits of the case and not on the legal technicalities.

Either an employer or an employee can refer an unresolved employment relationship problem to the Authority by filing the appropriate forms.

The Authority may call evidence, hold investigative meetings, or interview anyone involved. It can direct the parties to try mediation. If mediation is unsuitable or has not resolved the problem, the Authority will make a decision that is binding on all parties. Any party can contest the Authority's decision through the Employment Court.

**Note:** All employment relationship problems, including personal grievances and any disputes about the interpretation or application of this agreement, must be resolved under Parts 9 and 10 of the Employment Relations Act 2000.

## **PART 10 - SAVINGS CLAUSE**

10.1 Schedule A lists various entitlements for which staff may be eligible depending upon the appointment criteria listed. Subject to meeting the specified appointment criteria in any provision listed an employee will be eligible to the content as listed.

## **SIGNATORIES**

This collective agreement has been signed by the duly authorised representatives on behalf of the parties on the 17th day of December 2019.

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For the Secretary for Education

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For the New Zealand Educational Institute Te Riu Roa

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Witnessed by Te Aho o Te Kura Pounamu

## SCHEDULE A – PRIOR ENTITLEMENTS

### RETIRING LEAVE

Employees who were appointed or last appointed to Te Kura (previously known as The Correspondence School) prior to **22 December 1993** are entitled to retiring leave provided they have completed either 30 or more years' service or have 10 years or more service and are aged 50 years or more. Any part-time service will be calculated on a pro rata basis.

#### Entitlement (in working days) with Service of Years and Months Specified

Years	0 months	2 months	4 months	6 months	8 months	10 months
10	22	23	24	24	25	26
11	26	27	28	29	29	30
12	31	31	32	33	34	34
13	35	36	36	37	38	39
14	39	40	41	41	42	43
15	44	44	45	46	46	47
16	48	49	49	50	51	51
17	52	53	54	54	55	56
18	56	57	58	59	59	60
19	61	61	62	63	64	64
20-25	65	65	65	65	65	65
25	65	66	66	67	68	69
26	69	70	71	71	72	73
27	74	74	75	76	76	77
28	78	79	79	80	81	81
29	82	83	84	84	85	86
30	86	87	88	89	89	90
31	91	91	92	93	94	94
32	95	96	96	97	98	99
33	99	100	101	101	102	103
34	104	104	105	106	106	107
35	108	109	109	110	111	111
36	112	113	114	114	115	116
37	116	117	118	119	119	120
38	121	121	122	123	124	124
39	125	126	126	127	128	129
40	131					

An employee who has established eligibility to retire on medical grounds shall be granted a minimum of 65 working days retiring leave regardless of length of service, with the exception that an employee with more than 25 years service may be granted additional leave in accordance with the above.

For employees whose services are dispensed with through no fault of their own before reaching retiring age, the Chief Executive Officer will consider granting retiring leave in accordance with this table.

<b>Qualification Required</b>	<b>Retiring Leave (Working Days)</b>
Completion of 5 and under 10 years service	22 days
Completion of 10 and under 15 years service	44 days
Completion of 15 years service	65 days

While the leave may be taken in a lump sum or by fortnightly payments, employees are encouraged to receive payment for the leave in a lump sum.

An employee who has more than 20 years continuous service, or is eligible to retire on the grounds of age or service, shall be entitled to anticipate retiring leave.

### **Medical Retirements**

Retirement on medical grounds must be acceptable to the Government Superannuation Board if the employee is a member of GSF. If the employee is not a member of GSF the Chief Executive Officer may approve the medical retirement on production of satisfactory medical evidence.

Satisfactory medical evidence is considered to be the results of two independent registered medical practitioners.

### **Grant in Lieu of Retiring Leave**

On the death of an employee the Chief Executive Officer may approve a cash grant, in lieu of retiring leave, to:

- (a) the surviving partner; or
- (b) dependent children; or
- (c) the estate of a deceased employee.

## RESIGNING LEAVE

Employees who were appointed or last appointed to Te Kura (previously known as The Correspondence School) prior to **22 December 1993** may be granted to employees who are not eligible for retiring leave:

Years of Continuous Service	Leave Working Days	Years of Continuous Service	Leave Working Days
20	32	30	46
20.5	33	30.5	47
21	34	31	48
21.5	34	31.5	49
22	35	32	49
22.5	36	32.5	50
23	36	33	51
23.5	37	33.5	51
24	38	34	52
24.5	39	34.5	53
25	39	35	54
25.5	40	35.5	55
26	41	36	55
26.5	42	36.5	56
27	42	37	56
27.5	43	37.5	57
28	44	38	58
28.5	44	38.5	59
29	45	39	59
29.5	46	39.5	60

Resigning leave is payable only to those employees who have given one month notice of resignation, and where the work record is satisfactory.

Where an employee has taken long service leave prior to resignation, the resigning leave due is to be reduced by 20 days but for each complete period of six months worked after the taking of long service leave, an additional credit of one day is to be granted up to a maximum of twenty days.

Where an employee resigns on the grounds of ill health the full resigning leave entitlement will be granted and no reduction will be made for any long service leave taken.

Resigning leave entitlements for reduced hour or part-time employees will reflect the pattern of service of the employee.

## **EX GRATIA PAYMENT ON RETURN FROM PARENTAL LEAVE**

Employees who were appointed or last appointed to Te Kura (previously known as The Correspondence School) prior to **22 December 1993** will be granted an ex gratia payment of 30 working days, paid at the rate applying for the 30 days prior to ceasing work, when they return from parental leave and once they have completed six months continuous service.

This payment recognises the extra costs of childcare and is designed to encourage and assist employees to return to work. Application for the payment should be made to the manager. Employees on parental leave for less than six weeks (30 working days) are entitled to a proportion of the payment.

## **MEMORANDUM OF UNDERSTANDING**

### **Renewal of the collective agreement**

The parties agree that substantive bargaining for succeeding agreements will proceed in a timely manner, which will afford the opportunity for negotiations to be concluded before the expiry of this document.

## **APPENDIX A – PRINCIPLES FOR DETERMINING COVERAGE**

### **Overarching Principles:**

The NZEI and Te Kura agree that the main principles that determine collective agreement coverage for this agreement should reflect the requirements of the Employment Relations Act 2000 and the bargaining parameters for the State Sector, as determined by the State Services Commission, in order to build productive employment relationships through the promotion of good faith in all aspects of the employment environment and the employment relationship.

### **Principles determining collective agreement coverage:**

1. Employees engaged in specialist or support staff positions, other than positions covered by the exclusions in (3) below and in clause 2.2 of this agreement, will have the opportunity to be covered by this collective agreement.
2. Eligibility for coverage will be determined by the job title, occupational grouping and employer requirements.
3. Positions will be excluded from collective agreement coverage of this agreement where the employer requirements of a position include:
  - Acting as the direct agent of the employer in employment matters (e.g. direct responsibility for disciplinary matters and performance management);
  - Representing the employer in governmental and/or public forums;
  - Providing specialist advice to the CEO and the Board of Trustees;
  - Developing Te Kura-wide policies.

Note: For clarity positions excluded from coverage are stated in clause 2.2 of this agreement.

4. Placement of positions within the agreement will be based on these principles. The generic level of responsibilities, technical knowledge, skills and experience together with the competencies required for each position will determine the position placement within the collective.

*Positions for the fourth organisational tier and upward and positions which report to the Senior Leadership Team, have the opportunity to be covered by a collective agreement particular to the responsibilities and sensitivities of those positions. Any so negotiated collective agreement will seek to reflect the core terms and conditions of Te Aho o Te Kura Pounamu Specialist and Support Staff to ensure consistency of provisions across Te Kura.*

## TERMS OF SETTLEMENT

### Terms of Settlement – Te Kura Specialist and Support Staff Collective Agreement 2019-2021 Dated 12 December 2019

This document sets out the agreed components of the settlement of the **Te Kura Specialist and Support Staff Collective Agreement 2019-2021**.

This agreement has been settled between the Secretary for Education and the New Zealand Educational Institute Te Riu Roa (NZEI Te Riu Roa). It shall be subject to ratification by NZEI Te Riu Roa members pursuant to section 51 of the Employment Relations Act 2000.

The terms outlined in this document are valid for ratification by NZEI Te Riu Roa provided ratification is confirmed and the new collective agreement is signed no later than 5pm on 17 December 2019.

#### 1. Term

The **Te Kura Specialist and Support Staff Collective Agreement 2019-2021** shall be effective from 17 December 2019 to 16 December 2021.

#### 2. Remuneration

(a) The following scales replace the scales at clause 4.2.

TKSS-A				
Step	Current Rates	New step post settlement	Rates effective 12 December 2019 (\$21.15/hr)	Rates effective 11 December 2020 (3% increase to all steps)
1	\$36,816	1	\$44,098	\$45,421
2	\$36,816			
3	\$36,816			
4	\$37,539			
5	\$38,502			
6	\$39,465			
7	\$40,426			
8	\$41,388			
9	\$42,352			

TKSS-B				
Step	Current Rates	New step post settlement	Rates effective 12 December 2019 (\$21.15/hr or 3% increase on current steps)	Rates effective 11 December 2020 (3% increase to all steps)
1	\$40,087	1	\$44,098	\$45,421
2	\$41,201			
3	\$42,313			
4	\$43,427	2	\$44,730	\$46,072
5	\$44,539	3	\$45,875	\$47,251
6	\$45,652	4	\$47,022	\$48,432
7	\$46,767	5	\$48,170	\$49,615
8	\$47,879	6	\$49,315	\$50,795
9	\$48,994	7	\$50,464	\$51,978
10	\$49,979	8	\$51,478	\$53,023
11	\$51,259	9	\$52,797	\$54,381
RR		RR		
Max	\$56,385	Max	\$58,077	\$59,819

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1	\$40,087	1	\$44,098	\$45,421
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9	\$48,994	7	\$50,464	\$51,978
10	\$49,979	8	\$51,478	\$53,023
11	\$51,259	9	\$52,797	\$54,381
RR		RR		
Max	\$56,385	Max	\$58,077	\$59,819

TKSS-C				
Step	Current Rates	New step post settlement	Rates effective 12 December 2019 (3% increase on current steps)	Rates effective 11 December 2020 (3% increase to all steps)
1	\$52,181	1	\$53,746	\$55,359
2	\$53,632	2	\$55,241	\$56,898
3	\$55,082	3	\$56,734	\$58,436
4	\$56,532	4	\$58,228	\$59,975
5	\$57,978	5	\$59,717	\$61,509
6	\$59,848	6	\$61,643	\$63,493
7	\$61,464	7	\$63,308	\$65,207
RR		RR		
Max	\$71,170	Max	\$73,305	\$75,504

TKSS-D				
Step	Current Rates	New step post settlement	Rates effective 12 December 2019 (3% increase on current steps)	Rates effective 11 December 2020 (3% increase to all steps)
1	\$64,278	1	\$66,206	\$68,193
2	\$66,065	2	\$68,047	\$70,088
3	\$67,850	3	\$69,886	\$71,982
4	\$69,634	4	\$71,723	\$73,875
5	\$71,421	5	\$73,564	\$75,771
6	\$72,870	6	\$75,056	\$77,308
7	\$74,236	7	\$76,463*	\$78,757*
-		RR		
Max	\$97,116		\$100,029*	\$103,030*

\*Grade D rates are minimum rates above step 7.

The parties agree that the above increases will take effect from 12 December 2019, and 11 December 2020 respectively. Payment of the new 12 December 2019 rates will be implemented in March 2020.

(b) Amend wording of Clause 4.2, as highlighted below:

#### 4.2 SALARY LEVELS AND RATES

Jobs of similar responsibility, experience, skills and knowledge have been placed together in four different levels (A-D). Any new or significantly changed position will be evaluated and placed on the appropriate salary rate in the relevant salary level.

The *incremental step* range which operates in all salary levels (A-D) up to specific salary rates provides for annual salary progression based on achievement of reasonable satisfactory performance.

The range of rates range which operates in salary levels B, C and D provides for salary progression based on performance that consistently meets or exceeds the reasonable satisfactory performance level, as evidenced in the performance review.

Each level apart from level D has minimum and maximum salary rates for the designated positions listed in that level. Level D has no maximum above step 7. The level that applies to a specific position will be recorded in the job description for that position.

Employees shall not refuse reasonable requests to provide short term cover in a position in a different level from the employee's own position where the employee has the required skills to do so.

### **3. Enhanced Flexible Work arrangements**

**Current wording in clauses 3.1 and 3.2 will be replaced by the following text**

#### **“3.1 Hours of Work**

3.1.1 It is expected employees will work the hours they are contracted to work. The normal hours of work per week shall not exceed 40.

3.1.2 The hours of operation for Te Kura are Monday to Friday 7am to 6pm with core hours between 9.30am and 3.30pm.

3.1.3 Employees are expected to take a morning and afternoon paid break of ten minutes and a minimum of a half hour unpaid break for lunch during their working day. Anyone wanting to take more than a two-hour lunch break during the working day is expected to discuss this with their manager in advance.

3.1.4 An employee may be requested to start and / or finish work outside of the hours specified in clause 3.1.2 subject to mutual agreement.

#### **3.2 Enhanced Flexible Work Arrangements**

3.2.1 Te Kura recognises the importance of work life balance: flexibility is a valued way of meeting business and personal needs and enabling a balance of the two to be achieved.

3.2.2 Te Kura will work with staff to create an environment where flexible working arrangements are an accepted part of our culture.

3.2.3 An employee can request Enhanced Flexible Work Arrangements (as described in 3.2.4 below) from their manager. Employees cannot be required to adopt Enhanced Flexible Work Arrangements.

3.2.4 Enhanced Flexible Work Arrangements can be used to change:

- how work is done including job sharing
- start and finish times daily and flexibility in these as and when required
- how starting and ending work times are managed
- how work is managed in the workplace to help employees and Te Kura
- the location of work if delivery and operational requirements are not affected and are in line with relevant Te Kura policy.

3.2.5 It is expected that conversations will take place between managers and employees regarding the most suitable work arrangements resulting in mutual benefits for both parties. Managers have sole discretion to approve a request for Enhanced Flexible Work Arrangements due to operational requirements, though where declining a request an explanation will be given.

3.2.6 Approval for Enhanced Flexible Work Arrangements may be granted on a permanent basis, for a defined period or the based on completion of a particular project or projects.”

#### **4. Increase to Overtime cap**

**The wording in clause 3.2.2 will be replaced as follows:**

##### **Current**

3.2.2 The maximum an employee can earn in terms of salary and overtime is the maximum step of level B(iv). In the case of employees whose annual salary is the maximum step of level B(iv) or more no overtime payment shall be made. Time off in lieu may be taken at mutually agreed times on the basis of up to one hour for each additional hour worked.

##### **New wording**

3.2.2 The maximum an employee can earn in terms of salary and overtime is \$71,170. In the case of employees whose annual salary is \$71,170 or more no overtime payment shall be made. Time off in lieu may be taken at mutually agreed times on the basis of up to one hour for each additional hour worked.

#### **5. Exclusion of Te Kura HR staff from coverage**

**The wording in clause 2.2 will be replaced as follows:**

##### **Current wording**

**2.2** “Employee” means a person employed by Te Kura who is engaged in specialist or support staff positions, with the following exceptions:

- Those employees who are considered members of the Senior Leadership Team and/or the fourth and upward tiers of management; and
- Those in positions reporting directly to members of the Senior Leadership Team; and
- Those in management positions who have responsibility for appraisal and performance management; and
- External teacher’s aides, which are those occupying positions created by discretionary allocation.

##### **New wording**

**2.2** “Employee” means a person employed by Te Kura who is engaged in specialist or support staff positions, with the following exceptions:

- Those employees who are considered members of the Senior Leadership Team and/or the fourth and upward tiers of management; and
- Those in positions reporting directly to members of the Senior Leadership Team; and
- Those in management positions who have responsibility for appraisal and performance management;
- The following positions in the Human Resources Team: Senior HR Adviser, Senior Learning and Development Advisor and Payroll Lead; and
- External teacher’s aides, which are those occupying positions created by discretionary allocation.

## **6. Related Matters**

An Individual Employment Agreement (IEA) will be promulgated by the Secretary for Education on the date the collective agreement is ratified (i.e. 17 December 2019).

The new pay rates will be effective from the date of promulgation for those employees who were employed on the day the IEA is promulgated, if the IEA is signed on or before 29 February 2020.

For employees who sign the IEA after 29 February 2020 the new pay rates will be effective from the date the IEA is signed by the employee.

## **7. Technical amendments**

The parties have agreed on technical amendments as detailed in Appendix 1 to bring the collective agreement into conformity with relevant legislation.

These technical amendments relate to Parental leave, Bereavement/tangihanga leave, Annual Leave and Family violence leave.

Signed in Wellington on 12 December 2019:

Alex Davies  
Advocate  
for NZEI Te Riu Roa

Tim Day  
Advocate  
for the Secretary for Education

Witnessed:  
Lynn McKenzie  
for Te Aho o Te Kura Pounamu (Te Kura)