

---

**TE AHO O TE KURA POUNAMU  
EARLY CHILDHOOD TEACHERS'  
COLLECTIVE AGREEMENT**

**2018-2021**  
**(includes variation agreed 19 September 2019)**

---

**(Formally known as  
THE CORRESPONDENCE SCHOOL  
EARLY CHILDHOOD TEACHERS'  
COLLECTIVE AGREEMENT)**

# CONTENTS

## **Part One – General**

- 1.1 Name of the agreement
- 1.2 Parties
- 1.3 Application
- 1.4 Coverage
- 1.5 Term of agreement
- 1.6 Variations
- 1.7 Definitions
- 1.8 Declaration Pursuant to the State Sector Act

## **Part Two – Terms of Employment**

- 2.1 Appointments
- 2.2 Job Sharing
- 2.3 Fixed term Employment
- 2.4 Hours of Work
- 2.5 Service Recognition
- 2.6 Training and Professional Development
- 2.7 Good Employer/Equal Employment Opportunities
- 2.8 Privacy Act
- 2.9 Human Rights Act 1993

## **Part Three – Health and Safety**

- 3.1 Statutory Requirements
- 3.2 Reporting Accidents
- 3.3 Immunisation

## **Part Four – Pay**

- 4.1 Teachers' Scale
- 4.2 Units
- 4.3 Team Leaders
- 4.4 Salary Qualifications Groups
- 4.5 Recognition of Improved Qualifications
- 4.6 Progression (Scale Increments)
- 4.7 Payment of Salaries
- 4.8 Deductions
- 4.9 Future Increases
- 4.10 Retirement Savings

## **Part Five – Allowances**

- 5.1 Travelling Allowance
- 5.2 Private Stay Allowance
- 5.3 Off Site Allowance
- 5.4 Motor Vehicle Reimbursement
- 5.5 Miscellaneous Expenses
- 5.6 Teacher Acting in Higher Position

## **Part Six – Leave**

- 6.1 Leave
- 6.2 Public Holidays
- 6.3 Holiday Pay
- 6.4 Holiday Pay after Leave Without Pay
- 6.5 Sick Leave
- 6.6 Domestic Leave
- 6.7 Bereavement/Tangihanga Leave
- 6.8 Parental Leave
- 6.9 Special Leave With or Without Pay
- 6.10 Unpaid Refreshment Leave
- 6.11 Employment Relations Education Leave
- 6.12 Jury Service and Witness Leave

## **Part Seven – Other Matters**

- 7.1 Termination of Employment
- 7.2 Surplus Staffing
- 7.3 Disciplinary Matters
- 7.4 Termination for incapacity

## **Part Eight – Representation**

- 8.1 Deduction of Union Fees
- 8.2 Paid Union Meetings
- 8.3 Right of Entry
- 8.4 Leave for NZEI Te Riu Roa Business

## **Part Nine – Disputes/Personal Grievance Procedures**

- 9.1 Disputes and Personal Grievance Procedures

## **Signature Page**

<b>Appendix One</b>	Qualification Groups for Salaries
<b>Appendix Two</b>	Professional Standards
<b>Appendix Three</b>	Employment Relations Education Leave
<b>Appendix Four</b>	Sections 103, 103A, 106-110 Employment Relations Act 2000

## **Terms of Settlement**

## **PART ONE – GENERAL**

### **1.1 Name of Agreement**

This Agreement shall be known as the Te Aho O Te Kura Pounamu Early Childhood Teachers' Collective Agreement and referred to hereafter as the "Agreement".

### **1.2 Parties**

The parties to this Agreement shall be:

- (a) the Secretary for Education acting under delegation from the State Services Commissioner made pursuant to section 23 of the State Sector Act 1988 and acting in accordance with section 74(5) of the State Sector Act 1988.
- (b) the New Zealand Educational Institute Te Riu Roa ("NZEI Te Riu Roa" or "the union").

### **1.3 Application**

The Agreement is a Collective Agreement made pursuant to Part 5 of the Employment Relations Act 2000 and shall be binding on:

- (a) each employee who comes within the coverage clause and who is or becomes a member of NZEI Te Riu Roa.
- (b) Te Aho O Te Kura Pounamu Board of Trustees ("Te Kura" or "the employer").

### **1.4 Coverage**

This agreement covers work undertaken by teachers, as defined in 1.7 below, employed in the Early Childhood Service of Te Kura.

### **1.5 Term of Agreement**

This agreement shall come into force on 22 November 2018 and shall expire on 21 November 2021, except as provided for under s.53 of the Employment Relations Act 2000.

### **1.6 Variations**

The parties agree that the terms and conditions contained in this agreement may be varied at any time by written agreement between NZEI Te Riu Roa and the Secretary for Education, acting under delegation from the State Services Commissioner made pursuant to section 23 of the State Sector Act 1988, in accordance with section 74 of the State Sector Act 1988. Any such variation agreed shall be binding on employees and the employer of those employees covered by this agreement in accordance with s74(6) of the State Sector Act 1988 (as amended by the Employment Relations Act 2000).

### **1.7 Definitions**

The following definitions apply for the purposes of this agreement unless specified otherwise:

- (a) "Teacher" means any person who is employed in a teaching position in the Early Childhood Service of Te Kura. Teachers must be fully certificated, provisionally certificated or certificated subject to confirmation by the Education Council. For clarity this includes teachers who hold designated management responsibilities.
- (b) References to "any time when Te Kura is officially closed for instruction" in this agreement shall be deemed to mean the term breaks annually gazetted for composite schools.

### **1.8 Declaration Pursuant to the State Sector Act**

Pursuant to section 75 of the State Sector Act 1988 the Secretary for Education acting pursuant to the delegated authority of the State Service Commissioner has declared that all the conditions contained in this collective agreement are actual conditions of employment provided that the Secretary for Education may from time to time give approval to the salary rates or allowances being treated as minimum rates where there is agreement to this between the employer and any of its employees.

## PART TWO – TERMS OF EMPLOYMENT

### 2.1 Appointments

#### 2.1.1 Advertising positions:

- (a) All positions of at least one year's duration must be advertised nationally. Except that where a permanent unit is to be allocated but there is no vacancy attached to that unit, the employer shall advertise internally the roles and responsibilities attached to the unit.

#### 2.1.2 Permanent positions:

- (a) All part-time and full-time positions shall be permanent unless identified as being fixed term in accordance with clause 2.3.

#### 2.1.3 Appointment criteria:

- (a) Attention is drawn to the State Sector Act 1988 insofar as it provides that the person best suited to the position shall be appointed. In applying that provision the employer will have regard to the experience, qualifications and abilities relevant to the position and such other relevant matters as it determines.
- (b) Employers are required to make available to all applicants on request details of the duties to be carried out and the criteria being adhered to in making that appointment.
- (c) Equal employment opportunities principles shall be applied and demonstrated in appointments procedures. The intent of these principles is to provide equal access and consideration and equal encouragement in areas of recruitment, selection, promotion and career development. These principles are to be applied to enable people to pursue their careers without their chances being reduced by factors which are irrelevant to the requirements of the position under consideration.

#### 2.1.4 Letter of Appointment:

- (a) The employer will advise the teacher in writing of their starting salary (including any units) and the nature of the position, i.e. fixed term or permanent. Where the appointment is fixed-term the letter of appointment will need to state the way in which the employment will end, and the reasons for his or her employment ending in that way, in accordance with 2.3.

### 2.2 Job Sharing

**Note:** Teachers may also refer to Flexible Working Arrangements and changes to contracted working arrangements – Procedures for staff.

[www.intranet.correspondence.school.nz/policies-and-procedures/policy-framework/staff-procedures](http://www.intranet.correspondence.school.nz/policies-and-procedures/policy-framework/staff-procedures).

#### 2.2.1 Teachers may apply to job share in the following situations:

- (a) Any two teachers may jointly apply for appointment to an advertised position and be assessed as one applicant. On appointment the position would be a shared position.
- (b) On the joint application of two permanent teachers the employer may appoint the two applicants to a shared position without advertising a vacancy.

#### 2.2.2 If one of the joint holders subsequently resigns or retires, Te Kura may:

- (a) appoint the other holder to the position on a full time basis without advertising the position.
- (b) with the agreement of the remaining joint holder, appoint a new sharer to establish a new permanent shared position. The new sharer may be any teacher already permanently appointed in Te Kura, or a teacher from outside of the permanent staff.

- (c) offer the remaining teacher the right to be permanent part-time.
- (d) convert the position back to an individual, full-time permanent position. If the remaining joint holder declines to take up the full time position then the employer may advertise the position for a new appointment.

2.2.3 A job sharer's salary is paid on a pro rata basis. Increments shall be as for full-time teachers. Job sharers are entitled to:

- (a) leave on the same basis as permanent full-time teachers.
- (b) sick leave as if permanent full-time. Entitlement is based on length of service, irrespective of hours worked. Deductions from the entitlement are made on a consecutive day basis.

## **2.3 Fixed Term Employment**

2.3.1 An employee and an employer may agree that the employment of the employee will end:

- (a) at the close of a specified date or period.
- (b) on the occurrence of a specified event.
- (c) at the conclusion of a specified project.

2.3.2 Before an employee and an employer agree that the employment of the employee will end in a way specified in subclause 2.3.1 the employer must:

- (a) have genuine reasons based on reasonable grounds for specifying that the employment of the employee is to end in that way.
- (b) advise the employee of when or how his or her employment will end and the reasons for his or her employment ending in that way.

2.3.3 The following reasons are not genuine reasons for the purpose of subclause 2.3.2:

- (a) To exclude or limit the rights of the employee under the Employment Relations Act 2000.
- (b) To establish the suitability of the employee for permanent employment.

2.3.4 Fixed term teachers may be employed:

- (a) as relievers to replace a teacher who is absent from an established position. Such absence may be for any reason including leave, on assignment or acting in another position. More than one reliever may be employed to cover the absence.
- (b) to carry out specific assignments or to meet fluctuations in the normal workload.

2.3.5 Fixed term teachers will not be entitled to the redundancy provisions in this agreement.

## **2.4 Hours of Work**

2.4.1 It is acknowledged that teachers are required to undertake such duties as:

- (a) preparation, evaluation and assessment time generated by classes and students within them, or by other requirements such as the need to report on the progress of individual students;
- (b) support of students, whanau, parents and caregivers;
- (c) administrative responsibilities of individual teachers;
- (d) attending courses and meetings;
- (e) professional development;
- (f) participating in the extra-curricula programmes of Te Kura;

in addition to their normal class/student contact time, and these factors have been taken into consideration in determining the teachers hours of work and leave entitlements.

2.4.2 Teachers will be expected to complete some of their duties on-site and some of their duties off-site.

2.4.3 In order to carry out their duties in terms of this Agreement it may be necessary for teachers to work for more than 40 hours per week. The normal hours of work for teachers however should, as far as practicable, not exceed 40 hours per week Monday to Friday.

2.4.4 Teachers are normally required to be present on the site for at least 35 of their working hours per week. Teachers should, wherever possible, be granted the opportunity of working flexible hours (i.e. teachers may vary their starting times between 7.00am and 9.00am, and their finishing times between 3.00pm and 6.00pm). This does not preclude the possibility of additional work off-site. A teacher who works flexible hours may be required to keep a record of attendance by the employer. Subject to public holidays, and authorised leave of absence, a teacher shall normally observe the hours of work as defined above, except that part-time teachers shall observe such on-site hours as are agreed with the employer.

2.4.5 A lunch break of one hour is to be taken generally between the hours of 12.00 noon and 1.00pm unless otherwise agreed. This lunch break is in addition to the normal hours of work defined in clause 2.4.

## **2.5 Service Recognition**

2.5.1 Service within New Zealand of a trained early childhood teacher in a teaching capacity in a licensed early childhood centre or the Early Childhood Service of Te Kura shall be recognised, upon production of the relevant records from the previous employer. Service of relieving and temporary teachers shall be recognised for salary purposes. Any other service (e.g. overseas service) may be recognised for salary purposes.

## **2.6 Training and Professional Development**

2.6.1 Te Kura recognises the importance of training and professional development and appropriate provision will be available in line with the current Learning and Development framework, policy and procedures.

2.6.2 Appropriate provision may include the granting of leave with or without pay in accordance with clause 6.9 Special Leave. The employer may also give consideration to reimbursing all or part of the course fees where such leave is granted.

## **2.7 Good Employer/Equal Employment Opportunities**

2.7.1 Attention is drawn to the State Sector Act 1988 which outlines the responsibilities of the employer with regard to the operation of a personnel policy that complies with the principles of being a good employer and the equal employment opportunity responsibilities of the employer.

## **2.8 Privacy Act**

2.8.1 Attention is drawn to the Privacy Act 1993 which outlines responsibility for the collection, storage and availability of personal information.

## **2.9 Human Rights Act 1993**

2.9.1 Attention is drawn to the Human Rights Act 1993 which prohibits discrimination on the grounds of:

- (a) sex, which includes pregnancy and childbirth
- (b) marital status
- (c) religious belief
- (d) ethical belief
- (e) colour
- (f) race
- (g) ethnic or national origins
- (h) disability
- (i) age
- (j) political opinion
- (k) employment status
- (l) family status
- (m) sexual orientation

## **PART THREE – HEALTH AND SAFETY**

### **3.1 Health and Safety**

3.1.1 Te Kura and the employees covered by this collective agreement recognise the importance of supporting Health and Safety. Appropriate provision will be available, in line with relevant legislation or code and the school policies and procedures, and is outlined on the school intranet.

3.1.2 Attention is also drawn to the provisions of the Health and Safety at Work Act 2015.

### **3.2 Reporting Accidents**

3.2.1 Accidents and injuries can be prevented. All work accidents must be promptly reported and the accident recorded in the accident register, preferably on the day of the accident.

### **3.3 Immunisation**

3.3.1 In situations where teachers may be at significantly increased risk of acquiring Hepatitis B (or any other transferable and notifiable diseases) because of the nature of their work, immunisation will be provided by the employer. In all situations where a risk of being infected by the Hepatitis B virus or other transferable and notifiable diseases exists, it shall be the duty of the employer to require safe working practices on the part of the teacher and to ensure appropriate hygiene practices to reduce such risk to a minimum.

## PART FOUR – PAY

### 4.1 Teachers' Scale

4.1.1 The following salary rates are payable to teachers covered by this agreement from the dates specified.

Unified Base Salary Scale for Trained Teachers									
Step	Qualification Group Notations	Rates effective 2 May 2017	Step	Qualification Group Notations	Rates effective 1 July 2019	Step	Qualification Group Notations	Rates effective 1 July 2020	Rates effective 1 July 2021
1	Q1E	\$36,692	1	Q1E, Q2E, Q3E	\$48,410	1	Q1E, Q2E, Q3E	\$49,862	\$51,358
2	Q2E	\$39,513							
3		\$43,745							
4	Q3E	\$47,980	2		\$50,470	2		\$51,984	\$53,544
5	Q3+E	\$49,588	3	Q3+E	\$52,736	3	Q3+E	\$54,318	\$55,948
6	Q4E	\$51,508	4	Q4E	\$54,796	4	Q4E	\$56,440	\$58,133
7	Q5E	\$54,330	5	Q5E	\$58,247	5	Q5E	\$59,994	\$61,794
8	Q1M	\$59,621	6	Q1M	\$62,000	6		\$63,860	\$65,776
9	Q2M	\$63,929	7	Q2M	\$66,100	7		\$68,000	\$70,040
10		\$68,446	8		\$71,000	8		\$73,000	\$75,190
11	Q3M	\$71,891	9	Q3M	\$75,200	9		\$77,100	\$79,413
12	Q3+M, Q4M, Q5M	\$75,949	10	Q3+M, Q4M, Q5M	\$80,500	10	Q1M, Q2M, Q3M	\$83,000	\$85,490
						11	Q3+M, Q4M, Q5M	\$87,000	\$90,000

4.1.2 Part Time Teachers:

The salaries set out in 4.1.1, above shall be prorated where a teacher is employed for less than full time.

### 4.2 Units

4.2.1 Units may be allocated to teachers on a permanent basis, to positions with permanent responsibilities, and to individuals given additional responsibilities at a higher level for a fixed term, and may be given to teachers seconded to Te Kura for a specified fixed term. Positions with responsibilities will be assigned units according to the degree of responsibilities assigned to these positions. The number of units assigned will be determined each time there is a vacancy or if changes to the job description require adjustments to the units.

4.2.2 Units are paid at the rate of \$4,000 and are additional salary regardless of the level of aggregation. They are paid at the substantive rate (i.e. not divisible) to both full-time and part-time teachers. The only circumstance in which units may be proportioned is in an approved full-time job share position.

4.2.3 Until 30 June 2020 teachers holding permanent units (including permanent additional units) shall be entitled to progress pursuant to clause 4.6, beyond their qualification maxima, to Q3 maximum of the base scale provided that:

- If they progress beyond their qualification maximum they will revert to their qualification maximum if their permanent unit(s) are lost through voluntary relinquishment or acceptance of a position without permanent units;
- If they subsequently regain permanent unit(s) they will receive an immediate base scale increment (if not already at Q3 maximum of the scale) and will become eligible for any further increment(s) due from the anniversary of that date.

- (c) If on 30 June 2020 they have progressed to a step beyond the Q1 or Q2 maxima (as applicable) they will, on 1 July 2020 remain on the step they have progressed to and will continue to be eligible for any further increment(s) from their anniversary date until they reach the Q3 maximum of the base scale regardless of whether they retain their permanent unit(s) or not.

Note: Clause 4.2.3 is a transitional clause. The parties agree that clause 4.2.3 will be deleted when this collective agreement is renewed.

- 4.2.4 Fixed term units, allocated for any reason, will be paid in addition to the teacher's rate of pay, including any permanent units.
- 4.2.5 At the time of allocating a fixed term unit or units, the employer shall specify in writing either the period of time for which the teacher shall be entitled to that fixed-term unit or units, or the particular assignment or task to be undertaken for which the fixed-term unit or units has been allocated.
- 4.2.6 The entitlement to that fixed-term unit or units shall cease at the expiry of the specified period of time or on the completion of the specified assignment or task.
- 4.2.7 The employer may reallocate a fixed-term unit or units to the same or another teacher for a further period of time or for a further particular assignment or task.

### **4.3 Team Leaders**

- 4.3.1 Team Leaders will be paid on the teachers' scale according to their qualifications and length of service and in addition will be paid management units for responsibility.

### **4.4 Salary Qualifications Groups**

- 4.4.1 The salary of each teacher to whom this agreement applies shall be classified in a salary qualification group by the employer based on the qualifications group notations below.
- 4.4.2 From 1 July 2019 the Qualification Group Notations for the base salary scale entry points (E) and base scale maximum points (m) for each qualification group are defined below:

**Q1, Q2 and Q3** for teachers who hold a current practicing certificate issued by the Teaching Council of Aotearoa New Zealand but no subject or specialist qualification at level 7 or above on the NZQF, or equivalent overseas teaching qualifications recognised by the NZQA.

**Q3+** for teachers who hold a current practicing certificate issued by the Teaching Council of Aotearoa New Zealand and:

- a subject or specialist level 7 qualification on the NZQF (i.e. not an initial teacher education qualification) which can be a Diploma (excluding a National Diploma), Graduate diploma or Degree; or
- an honours degree of teaching; or
- equivalent overseas qualifications recognised by the NZQA or an overseas qualification where NZQA has determined that the qualification has level 7 (graduate) study in a subject or specialist area(s) i.e. any area of study that is not initial teacher education.

**Q4** for teachers who hold a current practicing certificate issued by the Teaching Council of Aotearoa New Zealand and:

- a subject or specialist level 8 qualification on the NZQF which can be an honours degree or a Post Graduate Diploma; or
- two subject or specialist level 7 qualifications on the NZQF (as listed above); or
- a masters degree of teaching; or
- equivalent overseas qualifications recognised by the NZQA.

**Q5** for teachers who hold a current practicing certificate issued by the Teaching Council of Aotearoa New Zealand and:

- a subject or specialist level 9 qualification on the NZQF – masters or doctorate; or
- equivalent overseas qualifications recognised by the NZQA.

*Note: The Qualifications Chart will continue to be used to inform judgements about qualifications unable to be allocated a level by reference to the New Zealand Qualifications Framework.*

4.4.3 Salary on Appointment -A teacher on appointment or reappointment shall be paid at the appropriate salary scale step having regard to qualification group classification and any service recognised for salary purposes as follows:

- (a) a teacher with no service credits, as defined in clause 2.5, will be paid on the relevant entry step for their qualification group as per clause 4.1.1.
- (b) a teacher with service credits, as defined in clause 2.5, will be paid at the appropriate step for their qualification group, but no less than the relevant entry step as per clause 4.1.1.
- (c) a teacher with overseas qualifications must have their qualifications recognised by the New Zealand Qualifications Authority against the New Zealand Qualifications Framework (NZQF).

#### **4.5 Recognition of Improved Qualifications**

4.5.1 Upon obtaining the appropriate qualifications for one of the salary qualification groups set out in clause 4.4.3, a teacher shall be entitled to progress annually to the appropriate qualifications maximum, providing the teacher meets the requirements for progression.

4.5.2 Teachers who improve their qualification(s) and are eligible for a higher salary qualification group shall, on the effective date of improving the qualification(s), receive at least the minimum commencing step for the new qualification(s). The effective date for the improvement of qualification(s) to a higher group in this situation is:

- (a) Where qualifications are improved at the end of the academic year – the commencing date of the following school year, that is 28 January; or
- (b) Where qualifications are improved during an academic year – the date of the official notification from the relevant tertiary provider of achievement of the qualification(s).

4.5.3 Teachers who, in accordance with 4.5.1 above, have been held at the maximum point of the salary scale for their qualification group for one or more years of service for salary purposes and who subsequently improve their qualification(s) shall be entitled to progress one salary step towards the maximum step of their new qualification group from the effective date of improving their qualification(s). This date shall become their new anniversary date for salary progression purposes. The effective date for the improvement of qualification(s) to a higher salary group is the date of official notification from the relevant tertiary provider of achievement of the qualification(s).

#### **4.6 Progression (Scale Increments)**

4.6.1 For the purposes of determining annual progression from one step to the next, the teacher's performance will be assessed annually against the professional standards agreed between the teachers and Te Kura and attached as Appendix Two.

4.6.2 When setting performance expectations and development objective/s with the individual teachers for the coming year, the standards against which the teacher is to be assessed should be confirmed between the teacher and the employer.

4.6.3 For each teacher to progress annually to their next step they will need to demonstrate that they meet the professional standards.

- 4.6.4 (a) where a teacher has not met the standards throughout the assessment period they will be advised of the specific concerns and the Chief Executive may defer salary progression.
- (b) where salary progression has been deferred a timeframe will be agreed between the teacher and the Chief Executive during which the teacher will have the opportunity to address these concerns.
- (c) (i) if it is agreed that the teacher has demonstrated within the timeframe agreed in (b) above that they are meeting the appropriate standards, they will progress to the next step from the date of the second assessment. The teacher's anniversary date for the purposes of progression only, would move to the date on which the teacher's performance was deemed to have met the required standards.
- (ii) if the standards are not met at the conclusion of the timeframe agreed in (b) above the provisions of clause 7.3 will apply.

4.6.5 Local review process:

- (a) where a teacher disagrees with the deferral of their salary increment the teacher may, within 14 working days of being notified of the deferral, seek a review.
- (b) the teacher may be represented during the process.
- (c) the reviewer shall be a person nominated by the Board of Trustees and acceptable to the teacher. The reviewer may be another staff member but should not be someone connected with the original decision to defer progression. In the event that agreement cannot be reached on a reviewer within a reasonable time the Board shall determine who the reviewer shall be.
- (d) the reviewer will give the teacher and the Chief Executive fair opportunity to make representations.
- (e) the reviewer shall make recommendations to the Board within 30 days of receiving the teacher's application for review.
- (f) the Board shall make a final decision within 14 days of receiving the recommendation.
- (g) where requested, the teacher shall have access to the information about him/herself provided to the Board by the reviewer.
- (h) nothing in this clause prevents the teacher from taking a personal grievance in accordance with Part 9 of this agreement.

#### **4.7 Payment of salaries**

- 4.7.1 The salaries of permanent and relieving and temporary teachers shall be paid fortnightly by direct credit.

#### **4.8 Deductions**

- 4.8.1 Where time off is to be unpaid including if a teacher is absent from work without authority, or otherwise in default, Te Kura may make the appropriate adjustment to the teacher's base salary. Where this occurs the teacher will be notified.

#### **4.9 Future Increases**

- 4.9.1 The purpose of this clause is to maintain a Unified Pay System between primary and early childhood teachers employed at Te Kura. The salary scales set out in clause 4.1 above reflect the applicable rates for primary teachers at the date of settlement of this agreement.
- 4.9.2 The Secretary for Education shall, within one month of ratification of any collective agreement (or variation thereof) applicable to primary teachers
- (a) notify the NZEI Te Riu Roa National Secretary of any new or changed base scale salary rates and unit values and payments across the board (but excluding payments made to individual teachers who meet specific criteria, such as allowances) in the other collective agreement;

- (b) consult the National Secretary of NZEI Te Riu Roa regarding the applicable terms and conditions that the Secretary for Education should include in the offer referred to in (c) below, including terms and conditions reflective of the agreement of the parties that the Secretary for Education is not obliged to offer terms and conditions that would result in early childhood teachers, during the term of this agreement, receiving a remuneration advantage over teachers covered by the other collective agreement referred to in (a) above; and
- (c) offer by way of a variation to this collective agreement:
  - (i) any such changed salary rates and unit values that are in excess of rates/values in this agreement;
  - (ii) any across the board payments;
  - (iii) any terms and conditions made in accordance with (b) above.

4.9.3 The National Secretary of NZEI Te Riu Roa shall, within one month of receipt of the offer described in clause 4.9.2, advise the Secretary for Education whether NZEI Te Riu Roa wishes to accept such offer. The parties agree that upon receipt of NZEI Te Riu Roa's acceptance of the offer the Agreement shall be deemed to be varied pursuant to clause 1.6 in the terms outlined in the offer as advised by the Secretary for Education.

4.9.4 The intention of this clause is to enable changes to the rates in the base salary scale; the value of units; and payments made across-the-board, together with the attached conditions, in the Primary Teachers' Collective Agreement to apply to early childhood teachers covered by this agreement.

4.9.5 This clause shall apply from the date of signing to 21 November 2021. Thereafter this clause will cease to apply and shall have no effect.

#### **4.10 Retirement Savings**

4.10.1 Teachers are eligible to join a KiwiSaver scheme in accordance with the terms of those schemes.

4.10.2 Employer or government contributions to retirement or superannuation schemes which are closed to new members (and include the State Sector Retirement Savings Scheme and the Government Superannuation Fund), shall continue in accordance with the terms of those schemes.

4.10.3 A teacher is not eligible to receive employer or government contributions to a KiwiSaver scheme where government or employer contributions are made to another retirement or superannuation scheme of which that teacher is a member.

**Note:** For information on retirement savings schemes go to [www.education.govt.nz](http://www.education.govt.nz)

## **PART FIVE – ALLOWANCES**

### **5.1 Travelling Allowance**

5.1.1 Where a teacher is required by the employer to travel within New Zealand on school business the teacher is entitled to actual and reasonable travel, meal and accommodation expenses.

5.1.2 Any claim pursuant to 5.1.1 must be supported by tax invoice receipts.

**Note:** For guidance on what is considered reasonable, in a particular case, teachers are expected to consult their manager. General guidance is available on the HR section of the Te Kura intranet.

### **5.2 Private Stay Allowance**

5.2.1 Where the teacher stays privately when he/she is required to travel, a private stay allowance instead of the travelling allowance shall be payable as follows:

(a)	accommodation allowance per night	\$33.37
(b)	meals for each 24 hour period	\$28.49
(c)	meals for additional periods of less	
	(i) than 24 hours but more than 10 hours	\$28.49
	(ii) for additional periods up to 10 hours	\$28.49

### **5.3 Off site Allowance**

5.3.1 Where a teacher is on official school business (such as camp) and where meals are provided by Te Kura and the teachers not eligible to receive the travelling allowance or the private stay allowance, the teacher will be paid a \$15.76 per night off site allowance for each night spent away from home.

5.3.2 When as a result of such business the teacher is unable to return to home or Te Kura (whichever is appropriate) until after 1pm on the final day, but there is no need to stay for a further night, the teacher shall be entitled to an \$8.41 off site allowance in respect of that final day.

5.3.3 Where the teacher is paid the offsite allowance the teacher is not eligible for the incidentals allowance.

### **5.4 Motor Vehicle Reimbursement**

5.4.1 Where a teacher is authorised to use his/her own vehicle on school business, he/she will be reimbursed at the appropriate Inland Revenue mileage rate.

### **5.5 Miscellaneous Expenses**

5.5.1 A teacher will be reimbursed for authorised actual and reasonable expenses incurred in the proper performance of his/her duties upon production of receipts.

### **5.6 Teacher Acting in Higher Position**

5.6.1 A permanent teacher who is required to carry out the full responsibilities of a higher position shall be paid a higher duties allowance. This allowance will be at the rate representing the difference between his/her salary and the rate which would be payable to the teacher if permanently appointed to that position. The allowance is only payable after the teacher has acted in the higher position for a period of five consecutive days and is subject to such conditions as agreed with the employer. These conditions must be met on each occasion that the higher duties are performed. Any leave taken during a period of acting in a higher position shall include the Higher Duties Allowance. On conclusion of the period of acting in a higher position the teacher shall be entitled to receive 16 percent of the value of the Higher Duties Allowance less the higher duties component of leave already taken.

## **PART SIX – LEAVE**

### **6.1 Leave**

6.1.1 Except as provided in clause 2.4 teachers shall not be required to attend school during any time when Te Kura is officially closed for instruction. However the employer may require teachers to attend school or elsewhere, when Te Kura is closed for instruction (except on weekends or public holidays unless by agreement) for up to ten days per school year (or the equivalent) for all or any of the following purposes – school administration, school preparation and co-ordination, pre-term planning curriculum and/or technical refreshment and/or professional development. The employer will endeavour to arrange matters at the school in such a way that any requirement under this section is not unreasonable and that teachers' individual needs are taken into account. Teachers' own initiatives in undertaking work for the above purposes shall be counted when applying this clause.

6.1.2 Where teachers are required to attend school or elsewhere when Te Kura is closed pursuant to 6.1.1 they shall be reimbursed for any actual and reasonable costs incurred in accordance with Part 5 of this agreement.

### **6.2 Public Holidays**

6.2.1 Any teachers required by their employer to work on a Public Holiday (as listed in section 44 Holidays Act 2003) shall be paid time and a half rates as per section 50 of the Act.

### **6.3 Holiday Pay**

6.3.1 Holiday pay is based on the school year and is not payable beyond 27 January. For holiday pay purposes, teaching service in a school year comprises all paid service including weekends and statutory holidays, but not school vacations. Calculation of holiday pay during the year is made to the nearest day and when a half-day is involved the calculation is made to the benefit of the teacher. Subject to clause 4.7, in calculating holiday pay the following rules apply:

- (a) Holiday Pay = 30 percent of the number of days of teaching service in a school year defined above.
- (b) When a teacher resigns, any half-day resulting from calculation of holiday pay is to the benefit of the teacher.
- (c) When a school closes on a Friday and the vacation commences on the Monday following, the intervening weekend is school time and not vacation time.
- (d) The number of days holiday pay is counted from the beginning of the vacation. Deductions of holiday pay are made from the end of the vacation.
- (e) This provision shall also apply to long term relieving teachers appointed to relieving positions for a term of one year or less.

### **6.4 Holiday Pay after Leave Without Pay**

6.4.1 If a permanent teacher has had leave without pay for a period exceeding five consecutive days, the holiday pay to be deducted is based on the total number of days without pay.

6.4.2 This provision does not apply in the following circumstances:

- (a) No deduction is to be made from the holiday pay of teachers for periods of sick leave without pay or accident leave without pay for periods not exceeding three months in any one school year. Where the total number of days sick/accident leave without pay is in excess of three months the deduction is based on the period subsequent to the three months. The initial three months period is not taken into account.

- (b) No deduction is made to the holiday pay of permanent teachers for study leave without pay for periods not exceeding three months in any one year. For periods in excess of three months the deduction is based on the whole period of leave. The leave must be for study for qualifications recognised by the Ministry as of value to teaching.
- (c) No deduction from holiday pay is made for leave without pay for voluntary military training or subsequent part-time training.

## **6.5 Sick Leave**

- 6.5.1 Teachers shall be entitled to ten days' sick leave per annum. Teachers shall be entitled to anticipate up to five days of their next year's entitlement.
- 6.5.2 Teachers working part time or on a temporary or relieving basis shall be entitled to sick leave on a proportionately reduced annual basis.
- 6.5.3 Sick leave not used in the year in which it is granted may be accumulated for use in subsequent years, to a maximum of 306 days.
- 6.5.4 Existing teachers will retain current accumulations.

## **6.6 Domestic Leave**

- 6.6.1 The employer may grant a teacher leave on pay as a charge against their sick leave entitlement when the teacher is absent from work to attend to a person dependent on the teacher.
- 6.6.2 Teachers working part time or on a temporary basis shall be entitled also to request that time off be granted to attend to a dependant who is sick. Such time off will be offset against the teacher's sick leave entitlement.
- 6.6.3 The production of a medical certificate or other evidence of illness may be required.

## **6.7 Bereavement/Tangihanga Leave**

- 6.7.1 A teacher shall be granted special bereavement leave on full pay to discharge their obligations and/or to pay their respects to a deceased person with whom they have had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent).
- 6.7.2 In granting time off the employer must administer these provisions in a culturally sensitive manner taking into account:
  - (a) the closeness of the association between the teacher and the deceased (**Note: This association need not be a blood relationship**).
  - (b) whether the teacher has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death.
  - (c) the amount of time needed to discharge properly any responsibilities or obligations.
  - (d) reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel.
- 6.7.3 A decision must be made as quickly as possible so that the teacher is given maximum time possible to make any arrangements necessary. In most cases the necessary approval will be given immediately, but maybe given retrospectively where necessary.
- 6.7.4 If paid special leave is not appropriate then leave without pay should be granted.

## **6.8 Parental Leave**

**Note:** Employees are encouraged to contact the Employment Relations Service on 0800 20 90 20 for more information on parental leave.

6.8.1 The Parental Leave and Employment Protection Act 1987 provisions apply.

6.8.2 An employee on parental leave must give at least one month's notice before they return to work, but if they had a miscarriage or stillbirth they may choose to return to work earlier by mutual agreement.

**Note:** This does not preclude the employee requesting leave, as appropriate, such as bereavement leave, domestic leave, or special leave.

6.8.3 In addition to the provisions at 4.5.1, the following also apply:

- (a) Employees intending to resign because of pregnancy or childbirth must be advised of their parental leave rights.
- (b) Primary carer leave may start at any time during the pregnancy. The employee must give the employer one month's written notice with a medical certificate, but shorter notice will be accepted if a medical practitioner recommends it.
- (c) Any primary carer leave taken will not count against the extended leave entitlement.
- (d) An employee with less than 52 weeks' service is entitled to 26 weeks' extended leave from the date of birth and or adoption placement. Their employer may choose to grant up to a further 26 weeks.
- (e) Employees on parental leave are still covered by the surplus staffing/school closure provisions of this Agreement.

6.8.4 Parental Grant

- (a) If an employee takes, or is eligible to take primary carer and/or extended leave, they will be paid a lump sum parental grant when they produce a birth certificate or adoption papers. The grant is six weeks' pay at the full salary rate that applied on the day before their leave began. If they worked less than full normal hours for a short time before taking leave, the employer may still give full payment.
- (b) If an employee takes primary carer or extended leave for less than six weeks (30 working days), the full grant equivalent to six weeks' salary is still payable. The parental grant is not reduced because salary is received.
- (c) If both the employee and their partner are employed in the Public Service or Education Service and are eligible for a parental grant, then they are entitled to only one payment between them, and they may choose who will receive it.
- (d) There is no entitlement to a parental grant in the case of miscarriage.

## **6.9 Special Leave with or without Pay**

6.9.1 Upon application, a teacher may be granted special leave with or without pay on whatever conditions teachers and the employer may agree at the time the leave is granted.

## **6.10 Unpaid Refreshment Leave**

6.10.1 Full-time certificated teachers and part-time certificated teachers employed for at least 0.8 FTTE per week, attested at the experienced teacher level against the professional standards in this Agreement, shall be entitled (subject to 4.9.2) to take a single, one-off period of unpaid refreshment leave of up to 10 weeks after three years' service in the school.

6.10.2 Entitlement to unpaid refreshment leave in clause 6.10.1 is subject to:

- (a) The employer's ability to find a suitable reliever to fill the vacancy created by the teacher taking the leave. A suitable reliever is a teacher who will be able, to the satisfaction of the employer, to relieve in the school during the period of the teacher's leave. The employer shall use reasonable endeavours to find a suitable reliever. Reasonable endeavours in this context means accessing the usual pool of relievers, advertising locally if necessary, and does not mean advertising regionally or nationally. It does not require the employer to place more than one advertisement; and
- (b) The teacher not being subject to current competency or disciplinary processes at the time that leave is sought; and
- (c) The maximum number of early childhood teachers who can be on unpaid refreshment leave at any one time is one.

6.10.3 Time off on unpaid refreshment leave will count as service for the purposes of salary increments, long service and severance calculations. It will not count for the purposes of sick leave or holiday pay calculations or for entitlement to public holidays.

6.10.4 A teacher taking unpaid refreshment leave shall not accept employment as a teacher or principal in another state or state-integrated New Zealand school. However, a teacher may agree to undertake occasional day relief work.

#### **6.11 Employment Relations Education Leave**

6.11.1 The employer shall grant paid leave to teachers to attend employment related education courses in accordance with the provisions of Appendix Three of this agreement.

#### **6.12 Jury Service and Witness Leave**

6.12.1 Except where teachers are pursuing their own interests or where answering charges against themselves, the employer will grant leave with pay when a teacher is required by subpoena to attend court proceedings as a witness or to serve on a jury, provided that where fees are paid, these fees shall be repaid to the employer.

## **PART SEVEN – OTHER MATTERS**

### **7.1 Termination of Employment**

7.1.1 In the case of all teachers, except fixed term teachers (including temporary and relieving), a minimum of one month's notice in writing of termination of employment shall be given by either the teacher or employer unless otherwise agreed. This shall not prevent dismissal without notice for serious misconduct. In the case of fixed term (including temporary and relieving) teachers as much notice as practicable will be given.

### **7.2 Surplus Staffing**

7.2.1 The following clauses will apply to all teachers except for fixed term (including relievers and temporary) teachers.

7.2.2 (a) When the management structure, curriculum and/or other staffing needs within the Early Childhood section of Te Kura are being reviewed by the employer, and this may result in a decrease in the number of staff, the employer shall advise the teachers and the NZEI Te Riu Roa.

(b) When a review shows that a staffing surplus will exist the employer shall, at the first instance, consider in consultation with staff whether this staffing surplus can be absorbed by attrition.

(c) If the required number of positions cannot be achieved through attrition and if a surplus staffing situation still exists, the employer shall conduct a needs analysis in consultation with staff to identify the most appropriate area(s) for the surplus position(s) to be identified from. For determining the surplus teachers the following process shall apply:

(i) If the needs analysis identifies a specific position, the teacher holding that position will be deemed surplus;

(ii) Where there is more than one position in the affected area(s) the remaining positions from the affected area(s) will be advertised internally;

(iii) The teachers from the affected area(s) will automatically be considered for those positions in their respective area(s).

(d) Once the identification process is completed the employer shall provide each teacher identified as surplus with 2 months' notice in writing.

(e) During the notice period the employer will assist the teacher in seeking alternative employment. This may include:

(i) Assistance with Curriculum Vitae preparation;

(ii) Assistance with interview techniques;

(iii) Paid leave to attend job interviews.

### **7.2.3 Redeployment**

(a) It may be that although the position the teacher currently occupies is redundant, Te Kura may offer the teacher a new position within the school. Where the offer of a new position amounts to a suitable alternative position, the teacher will not be eligible for redundancy compensation if the teacher declines such an offer.

(b) Whether a position is a suitable alternative will be considered on a case by case basis, taking into account the teacher's skills, experience and employment history with Te Kura and providing that the position:

(i) is in the same location or within reasonable commuting distance;

(ii) has comparable duties and responsibilities;

(iii) has terms and conditions that are no less favourable; and

(iv) is available to be taken up by the teacher prior to or at the conclusion of the notice of termination period.

- (c) The teacher may be offered a position which involves a reduction in total salary. If the teacher accepts such a position the teacher will not be eligible for redundancy compensation, but they may elect either to receive two years' salary protection or the payment of a lump sum (equal to two years at the difference in the current and new salary). If the teacher resigns their position during the two year period of salary protection, and they have elected to receive the lump sum payment, the employee shall refund the difference between the total number of weeks paid and the number of weeks employed under salary protection.
- (d) No salary increases (to other than the salary related to the substantive position) shall be payable during the period of salary protection.
- (e) The employer and any affected teacher and the union may agree in writing to an alternative arrangement to the provisions contained in these clauses. Alternative arrangements may also be discussed in the event of a change of employer.

#### 7.2.4 Technical Redundancy

No redundancy will arise by reason of the sale or transfer of the whole or part of Te Kura's operations where the person acquiring the operation offers the teacher employment in the same capacity on similar conditions of employment, and agrees to treat the teacher's service as continuous.

#### 7.2.5 Overview of surplus staffing options

- (a) In the event of a surplus staffing situation, the following options shall be available:
  - (i) Redeployment to another position at Te Kura (under section 7.2.3)
  - (ii) Supernumerary redeployment (includes mutually agreed special projects)
  - (iii) Retraining
  - (iv) Redundancy Compensation
- (b) The following provisions relating to supernumerary redeployment/retraining/redundancy will apply at the expiry of the sunset redundancy compensation provisions for existing teachers (i.e., from 14 January 2016) and for new teachers from 28 August 2013.  
This means that for existing teachers, the supernumerary redeployment and retraining options below will not override automatic access to the existing redundancy compensation provisions during the sunset period.
- (c) Once the surplus teacher(s) have been identified and before the date the surplus staffing takes effect, the options set out in clauses 7.2.5(a)(i) to (iv), and further detailed in clauses 7.2.3, 7.2.6, 7.2.7 and 7.2.8 will be considered for permanently employed teachers.
- (d) Where a surplus staffing situation exists and a teacher's position is to be disestablished, the redeployment, supernumerary redeployment and retraining options must, in the first instance, be thoroughly explored by the employer in consultation with the employee.
- (e) This means that the redundancy compensation provisions will only be offered by the employer after the redeployment, supernumerary redeployment and retraining options have been thoroughly explored by the employer in consultation with the employee and these options are considered inappropriate in the circumstances.
- (f) After all options have been thoroughly explored with the employee, the employer shall agree to one of the four surplus staffing options (i) to (iv) outlined in 7.2.5 (a) above, however the employer shall not be bound to agree to any particular option. The employer's decision shall be final.

#### 7.2.6 Supernumerary Redeployment – in line with clause 7.2.5(a)(ii) above, the option of supernumerary redeployment within Te Kura for 30 school weeks:

- (a) This option will not require that there is an actual vacancy to be filled.
- (b) Should the supernumerary option involve a move to another teaching role at Te Kura, this will require the approval of the Chief Executive, with respect to confirmation that the teacher has the appropriate skills, experience, and qualifications to meet the teaching requirements for that part of Te Kura.

- (c) Alternatively, the teacher may undertake defined special project(s) of work during the supernumerary period by mutual agreement with the employer.
- (d) If during the period of supernumerary redeployment, a suitable permanent position at the same or lower level arises or becomes available within Te Kura, then the teacher shall be offered that vacant position, unless the position requires specialist skills not possessed by the teacher.
- (e) If at the conclusion of that supernumerary redeployment no suitable permanent vacancy has arisen or become available, the employee's employment shall cease with no further payment.
- (f) If the employment is likely to be terminated in these circumstances, Te Kura will advise the teacher of this in writing not less than one month before the expiry of the period of supernumerary redeployment.

7.2.7 Retraining – in line with clause 7.2.5(a)(iii) above, the option of retraining in a course approved by the Te Kura Chief Executive, which enhances or upgrades the professional skills, experience and knowledge of the teacher:

- (a) The maximum period for which retraining is payable is 30 school weeks. If at the conclusion of the period of retraining no permanent teaching position has been secured, the teacher's employment shall cease with no further payment.
- (b) If a vacancy occurs at the school after confirmation of the retraining option the position may be offered to the teacher. The teacher may elect to accept the position or continue with the retraining option.
- (c) There is no requirement on Te Kura to meet any costs and expenses of training, including course fees.

7.2.8 Redundancy Compensation

- (a) Where a reasonable offer of employment under clause 7.2.3 is not made by the time of the expiry of the notice period or no alternative arrangements have been agreed, the employer shall give the union and the affected teacher(s) one month's notice of redundancy.
- (b) Notice of redundancy shall specify the number of teachers affected in the occupational grouping and the reasons for the disestablishment of the position(s).
- (c) Teachers shall be entitled to payment for all holiday pay and salary owing.
- (d) Affected teachers will have the following options:
  - (i) Redeployment to another position in Te Kura (as in 7.2.3 above); or
  - (ii) If no suitable positions are available, redundancy compensation (as below in 7.2.8 (e)).
- (e) Teachers shall be entitled to redundancy compensation, to a maximum of 30 weeks of total salary, based on gross salary as follows:
  - (i) six weeks' pay for the first 12 months or part year of service;
  - (ii) thereafter two weeks' pay for every complete year of service; and
  - (iii) two weeks pro-rated for the remaining part year of service.
 Service includes all service as a trained teacher in any licensed early childhood service or free kindergarten. The recognition of service with employers other than Te Kura is subject to the production of the relevant records from the previous employer.

7.2.9 Refund of redundancy payments

Where a teacher who has received redundancy compensation commences permanent employment in a state or state integrated school within a number of weeks which is less than the number of weeks of payment of redundancy compensation received under the TKECECA, the teacher shall refund the difference between the number of weeks for which they were without employment and the number of weeks for which redundancy compensation was received.

### **7.3 Disciplinary Matters**

7.3.1 The following principles shall be used in addressing complaints against teachers and matters of discipline and competence to ensure that such matters can in the interests of the parties be fully and fairly addressed. Many complaints will be able to be resolved by discussion between the employer or delegated nominee and the teacher concerned without the need to take the matter any further. The employer or delegated nominee should, wherever appropriate, seek to resolve complaints in this manner in the first instance. Questions of competence, conduct and/or discipline should be handled in a manner which as far as possible protects the mana and dignity of the teacher concerned. Teachers may seek whanau, family, professional and/or NZEI support in relation to such matters.

#### **7.3.2 Discipline**

In any disciplinary action the following principles shall be observed:

- (a) the teacher must be advised in writing of the specific problem and given reasonable opportunity to provide an explanation.
- (b) before any substantive disciplinary action is taken, appropriate investigation is to be undertaken by the employer.
- (c) the response of the teacher must be considered before a decision is made.
- (d) the teacher must, if appropriate in the circumstances, be advised of any improvement required, given reasonable opportunity and assistance to change, and advised of the consequences if the problem continues.
- (e) The notification of complaint and results of any action are to be recorded in writing, and sighted and signed by the teacher as having been seen
- (f) The teacher must be advised by the employer of their right to request union assistance, and/or representation at any stage.

#### **7.3.3 Suspension and Instant Dismissal**

Nothing in this clause prevents suspension with or without pay, temporary placement on other duties, or dismissal without notice in the case of serious misconduct.

- (a) Where a teacher has been suspended and the allegation is subsequently found to be without substance, the teacher must be entitled to resume the position from which they were suspended and be reimbursed for any loss of pay.
- (b) The employer shall not, unless there are exceptional circumstances, suspend the teacher without first allowing the teacher a reasonable opportunity to make submissions to the employer about the alleged misconduct and the appropriateness of suspension in all of the circumstances. The employer shall take into account any submissions made by the teacher before determining the matter of suspension.
- (c) The employer shall use its best endeavours to ensure that the period of suspension is kept to the minimum possible time consistent with ensuring that the allegations of misconduct are properly investigated and that the teacher is treated fairly at all times.

#### **7.3.4 Competency**

- (a) Where there are matters of competency which are causing concern in respect of any teacher (for example failing to meet the beginning or fully registered professional standards as appropriate) the employer or their delegated nominee shall put in place appropriate assistance and personal guidance to assist that teacher.
- (b) When this assistance and guidance has not remedied the situation, the following provisions should govern the action to be taken:
  - (i) the teacher must be advised in writing of the specific matter(s) causing concern and of the corrective action required, and the timeframe allowed. This timeframe should be determined by the employer and be relevant to the matters causing concern.
  - (ii) the process and results of any evaluation are to be recorded in writing, sighted and signed by the teacher as having been seen.

- (iii) a copy of any report made to the employer or to the Teachers Council shall be given to the teacher.
- (iv) no action shall be taken on a report until the teacher has had a reasonable time to comment.
- (v) if the above steps (i-iv) fail to resolve the matter of concern, the employer may, where justified, dismiss the teacher immediately by providing one calendar month salary in lieu of notice without the need to follow the provisions of 7.3.2 above.

#### **7.4 Termination for Incapacity**

7.4.1 Te Kura may terminate a teacher's employment by giving such notice as is appropriate in the circumstances if Te Kura is of the opinion that the teacher is incapable of the proper performance of his/her duties under this Agreement as a result of physical or mental illness.

7.4.2 Before taking any action under this provision Te Kura will require the teacher to undergo a medical examination by a registered medical practitioner nominated by Te Kura or if the teacher wishes, two medical practitioners, one nominated by Te Kura and one by the teacher. Te Kura will take into account any report or recommendations made available to it as a result of that examination and any other medical reports or recommendations which Te Kura might receive or which the teacher might wish to be tendered to Te Kura on the teachers behalf.

## **PART EIGHT – REPRESENTATION**

### **8.1 Deduction of Union Fees**

- 8.1.1 In accordance with authorities signed by individual employees the employer shall arrange for the deduction of union subscriptions for all union members covered by this contract except in cases agreed to between the employer and the union.
- 8.1.2 The manner of deduction and remittance shall be determined by agreement with the national secretary of the union.
- 8.1.3 The employer shall undertake to provide on request each employee at the time of appointment with an application form for membership of the union.
- 8.1.4 Except as may be otherwise agreed, the commission payable by the NZEI Te Riu Roa for this service shall not exceed 2.5 per cent of the aggregate sum of the amount deducted.

### **8.2 Paid Union Meetings**

- 8.2.1 These provisions are not in addition to the provisions of the Employment Relations Act 2000:
- (a) subject to (b), (c), (d) and (e) the employer shall allow every employee covered by this Agreement who has nominated NZEI Te Riu Roa as their bargaining agent to attend on ordinary pay up to two meetings (each of a maximum two hours' duration) with NZEI Te Riu Roa in each year.
  - (b) the union shall give the employer at least 14 days' notice of the date and time of any meeting to which sub-clause (a) applies.
  - (c) the union shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.
  - (d) work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any union member for a period greater than two hours in respect of any meeting.
  - (e) only union members who actually attend a union meeting shall be entitled to pay in respect of that meeting and to that end the union shall supply the employer with a list of members who attended and shall advise of the time the meeting finished.

### **8.3 Right of Entry**

- 8.3.1 In accordance with the Employment Relations Act 2000, a representative of the union shall be entitled to enter the workplace at all reasonable times for purposes related to the employment of its members and to the union's business. The representative will exercise this right in a reasonable way, having regard to the normal operations of the workplace and will comply with any reasonable procedures and requirements relating to health and safety and security.

### **8.4 Leave for NZEI Te Riu Roa Business**

- 8.4.1 Upon application, leave without pay may be granted to the NZEI Te Riu Roa President, members of the NZEI Te Riu Roa Executive or any other NZEI Te Riu Roa member to enable that person to participate in the internal affairs of the NZEI Te Riu Roa; not being business for which leave on pay may be granted in terms of clause 6.9.

## PART NINE – DISPUTES/PERSONAL GRIEVANCE PROCEDURES

Personal grievances and disputes shall be addressed in accordance with the provisions of Part 9 of the Employment Relations Act 2000.

The following is a plain language explanation of the employment relationship problem resolution services.

What is an employment relationship problem?

It is a problem between employee and employer. For example, it might be a personal grievance or a dispute about a provision in an employment agreement.

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 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.

Employers should contact an adviser/representative of choice.

### 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:

- (a) they have been dismissed without good reason, or the dismissal was not carried out properly.
- (b) they have been treated unfairly.
- (c) their employment or a condition of their employment has been affected to their disadvantage by an unjustified action of their employer.
- (d) 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.
- (e) 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. For ease of access these are attached at the end of this agreement as Appendix Four.*

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 (MBIE) 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.

## **Services Available**

To help resolve employment relationship problems, the MBIE provides:

### **An Information Service**

This is free. It is available by contacting the MBIE or by phoning toll free 0800 209020. The Ministry'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 [workplaceinfo@ers.dol.govt.nz](mailto:workplaceinfo@ers.dol.govt.nz).

### **Mediation Service**

The Mediation Service is a free and independent service available through the MBIE. 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 cannot 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.*

## **SIGNING OF THIS AGREEMENT**

This collective agreement has been signed by the parties in Wellington on 22 November 2018.

New Zealand Educational Institute – NZEI Te Riu Roa  
on behalf of the employees by its duly authorised representative

Charmaine Thomson

\_\_\_\_\_

Ministry of Education  
by its duly authorised representative

Tim Day

\_\_\_\_\_

Witnessed by

Te Aho o Te Kura Pounamu

Mark Hunter

\_\_\_\_\_

## APPENDIX ONE – Kindergarten Teachers: Qualification Groups for Salaries

(New Zealand Qualifications)

THIS CHART IS FOR THE KINDERGARTEN SERVICE

Qualification Group	Arts	Science	Agric. Science	Home Economics	Commercial	Music	Art	Physical Education	Technological	Teaching	Theological
Q3	M.A. Dip. Town Planning (Ak) B.A. Hons. M. Phil. Dip. Arts (Otago) M.Ed. B.Ed. Hons M.A. (Applied) Recr. Admin. B.A. B.Ed B.Ed. Studies (VUW) M.Soc.Sc. B.Soc.Wk. (Massey) B.Soc.Sc Hons (Waikato) B. Soc. Sc. (Waikato)	M.Sc. B.Sc. Hons Dip. Sci (Otago) B. Tech. (Massey) B. Min. Tech. Hons (Otago) Dip.Sc. (Massey) Dip O.R.S. (VUW) B.V.Sc. (Massey) B.Sc. (Otago) B.Pharm. (Otago) Dip. Pharm. (CIT) Dip. Stats. (Ak) Dip. Comp. Maths. (Ak) Dip. Math. Ed. (Ak) B.Sc. (Tech.) (Waikato) B. Min.Tech. (Otago) B.H.B. (Ak)	M.Ag.Sc. B.Ag.Sc.Hons. B.Ag.Sc. B.Com (Ag.) Hons (Lincoln) B.Agr.Sc. B.Hort.Sc. M.For.Sc. B.For.Sc.Hons. B.For.Sc. Dip.Nat.Res. (Lincoln) B.Ag. B.Agr. B.Com.(Ag) (Lincoln) B.Hort. Dip.Agr.Sc. (Lincoln) B.Hort. Dip.Agr.Sc. (Lincoln) Dip.Hort.Sc. (Lincoln)	M.H.Sc. B.H.Sc. Dip.H.Sc. Home Econ. Teachers Advanced Dip.exam BCAS	M.Com. LL.M B.C.A.Hons. B.M.S.Hons. B.M.S. 4 year Univ. Degree Hons. in Commerce, Law, Economics Dip. Arts in Com. (Otago) B.Com. B.B.S. (Massey) B.C.A. A.C.A. LL.B. A.C.I.S. exam (1980) syllabus M.P.P. (VUW) B.Hort. M.M.S. (Waikato) M.M.S. N.D.B.E.	Mus.D. M.Mus. B.Mus.Hons B.Mus. (Performance) B.Mus Dip.Mus. Dip.Mus. (Well.Poly.) F.T.C.L.	M.F.A. (Ak) B.F.A. (Ak) Dip. F.A. Hons. Dip.Ind.Des. 4 year (Well.Poly.) Dip F.A. Dip.Vis.Com.3 year (Well Poly) Dip. Tex.Des. 3 year (Well. Poly.) Dip.F.A. 3 year (Otago Poly.) Dip. Vis.Com. Hons. 4 year (Well.Poly.) Cert.Vis. Com. 3 year (Well.Poly.) Dip Graph. Des. 3 year (Ak.T.I.) Dip.Vis.Com. 3 year (ChCh Poly)	B.Ph.Ed. (Otago) Dip.Ph.Ed. (Otago)	M.E. B.E. B.Arch. B.B.Sc. (VUW) N.Z.Cert. in Building Engineering Quantity Surveying Draughting (all subjects) Adv. Tech. T.C. Higher Tech. TC plus Adv. Tr. Cert. ANCTED	Advanced Dip. of Teaching	M Theology (Otago) B. Theology (Otago) BD. (Otago) post bachelors degree
Q2	2/3 or equiv. percent of degree Dip.Ed. (Waikato) F.T.C.L. (Speech) Dip Speech Bd. (NZ) NZ Cert. Town Planning	2/3 or equiv. percent of degree NZ Cert. Sc. C.O.P. Med. Lab. Tech. NZ Cert. Computer Tech. NZ Cert. Stats.	2/3 or equiv. percent of degree Nat. Dip. Hort. (N.Z.R.I.H.) Dip. P. and R. (Lincoln)	2/3 or equiv. percent of Dip H.Sc. Home Econ. Teachers Dip.exam BCAS	2/3 or equiv. percent of degree or A.C.A. NZ Cert. Com. Processing AIB. (NZ)	2/3 or equiv. percent of degree or Univ.Dip. L.R.S.M. L.T.C.L. L.Mus.T.C.L. G.M.T.D. Exec.Mus.2 year (Well Poly)	2/3 or equiv. percent of degree Dip.F.A. 2nd Prof. Cert.Graph.Des. 2 year (Chch. Poly.) Cert. Graph. Des. 2 year (Ak.T.I)	2/3 Dip. Ph.Ed. (Otago) 5 units of degree plus A.H.P.E.R	Adv.Tr.Cert. Higher Tech. T.C. Adv.Tech T.C. approved passes Craftsman Reg. In Plumbing Gasfitting Plumbing and Gasfitting	2/3 or equiv. percent of degree Higher Dip. Of Teaching	2/3 or equiv. percent of B.Theology (Otago)
Q1										Kindergarten Dip. (FKU)	

NOTE 1: The basic qualification for kindergarten teaching is the New Zealand Kindergarten Diploma (Free Kindergarten Union). Teachers are assessed on the highest qualification held. Qualifications obtained overseas are assessed in relation to the nearest equivalent New Zealand qualifications. Advanced Trade Certificates are recognised in approved trades - Education Gazette 1 September 1987 refers.

NOTE 2: This qualifications chart will be updated on an on-going basis as and when appropriate without the need for a specific variation to the agreement.

## APPENDIX TWO – PROFESSIONAL STANDARDS

### PERFORMANCE MONITORING – EARLY CHILDHOOD TEACHERS

Standards A satisfactory teacher demonstrates knowledge of:	Indicators
<b>Dimension 1 – Professional knowledge</b>	
1.1 Curriculum documents, Te Whariki curriculum - Framework - DOPs - The subjects being taught and current learning theory	Demonstrates knowledge of curriculum documents, DOPs and current learning theories Responds to parents/supervisors and students on curriculum matters Demonstrates knowledge of parent resources and their relationship to the curriculum
1.2 Treaty of Waitangi and te reo Maori me ona tikanga	Demonstrates knowledge of the Treaty of Waitangi and its implications Supports Te Reo and tikanga Maori in practice
1.3 The characteristics and progress of students	Demonstrates an understanding of individual student development and learning needs Responds to student, parent/supervisor questions
1.4 Appropriate teaching objectives	Develops individualised programmes Uses current education theories and practices Demonstrates understanding of resources and their objectives
1.5 Appropriate technology and resources	Uses appropriate media to deliver programmes, provide feedback and support parents/supervisors
1.6 Appropriate learning activities, programmes and assessment	Adheres to school policy and ECH procedures for assessment Uses assessment outcomes to plan further learning experiences Chooses appropriate material to successfully engage students in learning
<b>Dimension 2 – Professional Practice – the learning environment</b>	
2.1 Creates an environment of respect and understanding	Demonstrates knowledge of family situation Supports the development of responsive and reciprocal relationships with families Demonstrates respect for families' needs and wants, and their cultural and philosophical background Models respect and understanding
2.2 Establishes high expectations that value and promote learning	Communicates realistic learning expectations to students/parents Gives individualised feedback including specific teaching strategies
2.3 Manages student learning processes	Recognises and positively reinforces students' efforts Organises appropriate programme for students Conveys realistic expectations Assesses student/parent learning needs and wants effectively
2.4 Manages student behaviour positively	Guides supervisors with techniques for managing behaviour Models appropriate techniques in feedback to students and supervisors Interacts with students in a warm, caring and respectful way
2.5 Establishes a safe physical and emotional environment	Demonstrates an understanding of health and safety issues in regular contact with families and when planning face to face events Follows school policies and guidelines

<b>Dimension 3 – Professional practice – teaching</b>	
3.1 Communicates clearly and accurately in either or both official languages of New Zealand	Communicates clearly and accurately with student and family , with colleagues Shows support for Te Reo and tikanga Maori in practice
3.2 Uses a range of teaching approaches	Uses the most effective medium for communicating with student, parent/supervisor Selects appropriate teaching material for student, parent/supervisor Demonstrates an awareness of distance teaching techniques
3.3 Engages students in learning	Provides motivational guidance and support for parent/supervisor Makes explicit links between parent/child feedback and the programme Maintains regular contact with student/supervisor
3.4 Provides feedback to students and assesses learning	Develops and builds on meaningful relationships with student and parent/supervisor in order to provide quality feedback Supports parents/supervisors to observe, reflect and feed back on student progress/participation Communicates links drawn between parent/child feedback and the programme Encourages students to reflect on their own learning
3.5 Demonstrates flexibility and responsiveness	Seeks out/creates learning resources to support individual programmes Uses programmes and resources flexibly to meet family/student learning needs Demonstrates responsiveness to family/child circumstances
<b>Dimension 4 – Professional relationships</b>	
4.1 Reflects on teaching with a view to improve	Evaluates individual programmes Takes part in a monitoring system Takes part in appraisal system
4.2 maintains accurate records	Follows ECH guidelines for recording information Keeps records in respect of <ul style="list-style-type: none"> <li>▪ Portfolio duties</li> <li>▪ Communication with other professionals, agencies</li> <li>▪ Professional development, appraisal and monitoring</li> </ul>
4.3 Communicates with families, Whanau and caregivers	Responds to family/supervisor educational wants, needs or concerns Communicates regularly with parent/supervisor about <ul style="list-style-type: none"> <li>▪ Student work returned</li> <li>▪ Child's progress</li> <li>▪ Teaching techniques/strategies</li> </ul>
4.4 Contributes to the life of the learning centre	Follows school policies and procedures Participates in wider school activities Organises and participates in face to face school events
4.5 Develops professionally	Participates in on-going professional development Seeks opportunities for individual professional development Consults and shares ideas with colleagues
4.6 Maintains confidentiality, trust and respect	Shows respect and sensitivity towards colleagues and families Follows school policies and procedures

<b>Dimension 5 – Professional leadership</b>	
5.1 Demonstrates flexibility and adaptability	Incorporates new ideas, skills and knowledge in practice Collaborates in group processes Takes account of diverse views when making decisions
5.2 Focuses on teaching and learning	Attends professional development programmes Participates in appraisal programme
5.3 Leads and supports other teachers	Shares ideas and skills with colleagues Participates in buddy/support system Gives encouragement to colleagues professionally Communicates leadership decisions effectively
5.4 Displays ethical behaviour and responsibility	Follows the ECE Code of Ethics for Aotearoa Follows the ECH Group Operating Code Follows school policies
5.5 Recognises and supports diversity among groups and individuals	Plans, supports and co-operates with colleagues Accepts diverse teaching styles among colleagues Enables colleagues to work to their strengths Contributes knowledge and understandings of cultural diversity
5.6 Encourages others and participate in professional development	Provides motivational guidance and support for colleagues Attends professional development programmes Recognises colleagues' skills, knowledge, strengths and interests Makes professional development information accessible to all staff
5.7 Manages resources safely and effectively	Demonstrates an understanding of health and safety issues Follows school policies and guidelines Makes principled decisions about selection/storage of resources

## APPENDIX THREE – EMPLOYMENT RELATIONS EDUCATION LEAVE

### 1. Interpretation

In this Appendix, unless the context otherwise requires, -

- (a) **Eligible employee**, in relation to a union or employer, means an employee who is a member of NZEI Te Riu Roa.
- (b) **Specified date** means 1 April.
- (c) **Year** means a period of 12 months beginning on 1 April and ending on the close of the last day of March in the following year, the first such year being 1 April 2001 to 31 March 2002.

### 2. NZEI to allocate employment relations education leave in accordance with this appendix

- (a) The maximum number of days of employment relations education leave that NZEI is entitled to allocate in a year in respect of an employer's eligible employees is the number of days calculated in accordance with 3, unless the employer agrees to the allocation of additional days
- (b) The maximum number of days of employment relations education leave that NZEI is entitled to allocate in a year to an eligible employee is 5 days, unless the employee's employer agrees to the allocation of additional days
- (c) Employment relations education leave expires if it is not allocated by the end of the year in respect of which it is calculated under 3, unless the employer agrees that the leave may be carried forward to the next year.

### 3. Calculation of maximum number of days of employment relations education leave

- (a) The maximum number of days of employment relations education leave that NZEI is entitled to allocate in respect of an employer is based on the number of full-time equivalent eligible employees employed by the employer as at 1 April in that year, and is determined in accordance with the following table:

Full time equivalent eligible employees as at the specified date in a year	Maximum number of days of employment relations education leave that union entitled to allocate
1-5	3
6-50	5
51-280	1 day for every 8 full-time equivalent eligible employees or part of that number
281 or more	35 days plus 5 days for every 100 full-time equivalent eligible employees or part of that number that exceeds 280

- (b) For the purposes of calculating the number of full-time equivalent eligible employees employed by an employer:
  - (i) an eligible employee who normally works 30 hours or more during a week is to be counted as 1
  - (ii) an eligible employee who normally works less than 30 hours during a week is to be counted as one-half.

### 4. Notification of employment relations education leave calculated

- (a) After calculating the maximum number of days of employment relations education leave NZEI must before 1 May in each year give the employer concerned a notice containing:
  - (i) the maximum number of days calculated in respect of the employer
  - (ii) the details of the calculation.

- (b) NZEI must comply with (a) within 1 month after 1 May each year.
- (c) Until NZEI complies with this section, the union must not allocate employment relations education leave.
- (d) The employment relations education leave that NZEI is entitled to allocate in respect of an employer in any one year shall be reduced by one twelfth for each complete month after 1 May in which NZEI has not complied with (a) and (b).

**5. Allocation of employment relations education leave calculated in respect of another employer**

- (a) NZEI may allocate employment relations education leave calculated in respect of an employer to 1 or more eligible employees of another employer only if, and to the extent that, the employers concerned agree, and subject to any terms and conditions agreed with the employers.

**6. Allocation of employment relations education leave to eligible employee**

- (a) Employment relations education leave is allocated to an eligible employee by giving a notice to the employee, and a copy of the notice to the employee's employer, that informs the employee:
  - (i) that NZEI has allocated employment relations education leave to the employee
  - (ii) of the number of days of employment relations education leave allocated to the employee
  - (iii) that the employee must take the employment relations education leave by the end of the year in which it is allocated
  - (iv) of the terms or effect of 7 and 8.
- (b) The allocation of employment relations education leave does not, of itself, entitle the employee to take the leave.

**7. Eligible employee proposing to take employment relations education leave**

- (a) An eligible employee proposing to take employment relations education leave must tell her or his employer:
  - (i) that the employee proposes to take that leave; and
  - (ii) the dates on which the employee proposes to take that leave; and
  - (iii) the employment relations education that the employee proposes to undertake during that leave.
- (b) An eligible employee must not take employment relations education leave unless the employee complies with (a) as soon as possible, but in any event no later than 14 days before the first day of such leave.
- (c) An employer may refuse to allow an eligible employee to take employment relations education leave if the employer is satisfied, on reasonable grounds, that the employee taking employment relations education leave on the dates notified would unreasonably disrupt the employer's business.
- (cA) To avoid doubt, a representative of an eligible employee may comply with (a) on behalf of the eligible employee.
- (d) In (b) **day** means a day of the week other than a day in the period beginning with 25 December in any year and ending with 5 January in the following year.

**8. Eligible employee taking employment relations education leave entitled to ordinary pay**

- (a) An employer must pay to an eligible employee the employee's relevant daily pay (as defined in section 9 of the Holidays Act 2003) for every day or part of a day taken by the employee as employment relations education leave.
- (b) However, an employer is not required to comply with (a) in respect of any day for which the eligible employee is paid weekly compensation under the Injury Prevention, Rehabilitation, and Compensation Act 2001.

## **APPENDIX FOUR - SECTIONS 103, 103A, 106-110 OF THE EMPLOYMENT RELATIONS ACT 2000**

### **103 Personal Grievance**

- (1) For the purposes of this Act, personal grievance means any grievance that an employee may have against the employee's employer or former employer because of a claim—
- (a) that the employee has been unjustifiably dismissed; or
  - (b) that the employee's employment, or 1 or more conditions of the employee's employment (including any condition that survives termination of the employment), is or are or was (during employment that has since been terminated) affected to the employee's disadvantage by some unjustifiable action by the employer; or
  - (c) that the employee has been discriminated against in the employee's employment; or
  - (d) that the employee has been sexually harassed in the employee's employment; or
  - (e) that the employee has been racially harassed in the employee's employment; or
  - (f) that the employee has been subject to duress in the employee's employment in relation to membership or non-membership of a union or employees organisation; or
  - (g) that the employee's employer has failed to comply with a requirement of Part 6A.
- (2) For the purposes of this Part, a representative, in relation to an employer and in relation to an alleged personal grievance, means a person—
- (a) who is employed by that employer; and
  - (b) who either—
    - (i) has authority over the employee alleging the grievance; or
    - (ii) is in a position of authority over other employees in the workplace of the employee alleging the grievance.
- (3) In subsection (1)(b), unjustifiable action by the employer does not include an action deriving solely from the interpretation, application, or operation, or disputed interpretation, application, or operation, of any provision of any employment agreement.

### **103A Test of justification**

For the purposes of section 103(1)(a) and (b), the question of whether a dismissal or an action was justifiable must be determined, on an objective basis, by considering whether the employer's actions, and how the employer acted, were what a fair and reasonable employer would have done in all the circumstances at the time the dismissal or action occurred.

### **106 Exceptions in relation to discrimination**

- (1) Section 104 must be read subject to the following provisions of the Human Rights Act 1993 dealing with exceptions in relation to employment matters:
- (a) section 24 (which provides for an exception in relation to crews of ships and aircraft):
  - (b) section 25 (which provides for an exception in relation to work involving national security):
  - (c) section 26 (which provides for an exception in relation to work performed outside New Zealand):
  - (d) section 27 (which provides for exceptions in relation to authenticity and privacy):
  - (e) section 28 (which provides for exceptions for purposes of religion):
  - (f) section 29 (which provides for exceptions in relation to disability):
  - (g) section 30 (which provides for exceptions in relation to age):
  - (h) section 31 (which provides for an exception in relation to employment of a political nature):
  - (i) section 32 (which provides for an exception in relation to family status):
  - (j) [Repealed]

- (k) section 34 (which relates to regular forces and Police);
  - (l) section 35 (which provides a general qualification on exceptions);
  - (m) section 70 (which relates to superannuation schemes).
- (2) For the purposes of subsection (1), sections 24 to 35 of the Human Rights Act 1993 must be read as if they referred to section 104 of this Act, rather than to section 22 of that Act. In particular,—
- (a) references in sections 24 to 29, 31, and 32 of that Act to section 22 of that Act must be read as if they were references to section 104(1); and
  - (b) references in section 30 or section 34 of that Act—
    - (i) to section 22(1)(a) or 22(1)(b) of that Act must be read as if they were references to section 104(1)(a); and
    - (ii) to section 22(1)(c) of that Act must be read as if they were references to section 104(1)(b); and
    - (iii) to section 22(1)(d) of that Act must be read as if they were references to section 104(1)(c).
- (3) Nothing in section 104 includes as discrimination—
- (a) anything done or omitted for any of the reasons set out in paragraph (a) or paragraph (b) of section 73(1) of the Human Rights Act 1993 (which relate to measures to ensure equality); or
  - (b) preferential treatment granted by reason of any of the reasons set out in paragraph (a) or paragraph (b) of section 74 of the Human Rights Act 1993 (which relate to pregnancy, childbirth, or family responsibilities); or
  - (c) retiring an employee or requiring or causing an employee to retire at a particular age that has effect by virtue of section 149(2) of the Human Rights Act 1993 (which is a savings provision in relation to retirement ages specified in certain employment contracts).

**107 Definition of Involvement in Activities of Union for Purposes of Section 104**

- (1) For the purposes of section 104, involvement in the activities of a union means that, within 12 months before the action complained of, the employee—
- (a) was an officer of a union or part of a union, or was a member of the committee of management of a union or part of a union, or was otherwise an official or representative of a union or part of a union; or
  - (b) had acted as a negotiator or representative of employees in collective bargaining; or
  - (ba) had participated in a strike lawfully; or
  - (c) was involved in the formation or the proposed formation of a union; or
  - (d) had made or caused to be made a claim for some benefit of an employment agreement either for that employee or any other employee, or had supported any such claim, whether by giving evidence or otherwise; or
  - (e) had submitted another personal grievance to that employee's employer; or
  - (f) education leave under this Act; or
  - (g) was a delegate of other employees in dealing with the employer on matters relating to the employment of those employees.
- (2) An employee who is representing employees under the Health and Safety in Employment Act 1992, whether as a health and safety representative (as the term is defined in that Act) or otherwise, is to be treated as if he or she were a delegate of other employees for the purposes of subsection (1)(g).

**108 Sexual Harassment**

- (1) For the purposes of sections 103(1)(d) and 123(d), an employee is sexually harassed in that employee's employment if that employee's employer or a representative of that employer—
- (a) directly or indirectly makes a request of that employee for sexual intercourse, sexual contact, or other form of sexual activity that contains—
    - (i) an implied or overt promise of preferential treatment in that employee's employment; or

- (ii) an implied or overt threat of detrimental treatment in that employee's employment; or
  - (iii) an implied or overt threat about the present or future employment status of that employee; or
- (b) by—
- (i) the use of language (whether written or spoken) of a sexual nature; or
  - (ii) the use of visual material of a sexual nature; or
  - (iii) physical behaviour of a sexual nature,—  
directly or indirectly subjects the employee to behaviour that is unwelcome or offensive to that employee (whether or not that is conveyed to the employer or representative) and that, either by its nature or through repetition, has a detrimental effect on that employee's employment, job performance, or job satisfaction.
- (2) For the purposes of sections 103(1)(d) and 123(d), an employee is also sexually harassed in that employee's employment (whether by a co-employee or by a client or customer of the employer), if the circumstances described in section 117 have occurred.

### **109 Racial Harassment**

For the purposes of sections 103(1)(e) and 123(d), an employee is racially harassed in the employee's employment if the employee's employer or a representative of that employer uses language (whether written or spoken), or visual material, or physical behaviour that directly or indirectly—

- (a) expresses hostility against, or brings into contempt or ridicule, the employee on the ground of the race, colour, or ethnic or national origins of the employee; and
- (b) is hurtful or offensive to the employee (whether or not that is conveyed to the employer or representative); and
- (c) has, either by its nature or through repetition, a detrimental effect on the employee's employment, job performance, or job satisfaction

### **110 Duress**

(1) For the purposes of section 103(1)(f), an employee is subject to duress in that employee's employment in relation to membership or non-membership of a union or employees organisation if that employee's employer or a representative of that employer directly or indirectly—

- (a) makes membership of a union or employees organisation or of a particular union or employees organisation a condition to be fulfilled if that employee wishes to retain that employee's employment; or
- (b) makes non-membership of a union or employees organisation or of a particular union or employees organisation a condition to be fulfilled if that employee wishes to retain that employee's employment; or
- (c) exerts undue influence on that employee, or offers, or threatens to withhold or does withhold, any incentive or advantage to or from that employee, or threatens to or does impose any disadvantage on that employee, with intent to induce that employee—
  - (i) to become or remain a member of a union or employees organisation or a particular union or employees organisation; or
  - (ii) to cease to be a member of a union or employees organisation or a particular union or employees organisation; or
  - (iii) not to become a member of a union or employees organisation or a particular union or employees organisation; or
  - (iv) in the case of an employee who is authorised to act on behalf of employees, not to act on their behalf or to cease to act on their behalf; or
  - (v) on account of the fact that the employee is, or, as the case may be, is not, a member of a union or employees organisation or of a particular union or employees organisation, to resign from or leave any employment; or

- (vi) to participate in the formation of a union or employees organisation; or
  - (vii) not to participate in the formation of a union or employees organisation.
- (2) In this section and in section 103(1)(f), employees organisation means any group, society, association, or other collection of employees other than a union, however described and whether incorporated or not, that exists in whole or in part to further the employment interests of the employees belonging to it.

## Elements of the Te Kura ECE CA Terms of Settlement 12 November 2018

This document sets out the elements of the 2018 settlement for the Te Aho o Te Kura Pounamu Early Childhood Teachers Collective Agreement (TKECECA) between the Secretary for Education and the New Zealand Educational Institute Te Riu Roa (NZEI Te Riu Roa).

### 1. Term

The term will be for 36 months from the date the collective agreement is signed.

### 2. Renewal of the Unified Pay System clauses

Clause 4.9 will be renewed effective from the date of signing of the renewed collective agreement, to the date of its expiry, by amending the expiry date of clause 4.9.5.

### 3. Health and Wellbeing Support

The collective agreement will be updated as follows:

Current: *3.1.1 - Te Kura recognises the importance of Health and Safety.*

New wording added to first sentence of clause 3.1.1 as follows: *3.1.1 - Te Kura and the employees covered by this collective agreement recognise the importance of supporting Health and Safety.*

### 4. Travelling Allowance

The collective agreement will be updated as follows:

The existing clause 5.1 will be replaced by the following text:  
(Replacement)

#### 5.1 Travelling Allowance

*5.1.1 Where a teacher is required by the employer to travel within New Zealand on school business the teacher is entitled to actual and reasonable travel, meal and accommodation expenses.*

*5.1.2 Any claim pursuant to 5.1.1 must be supported by tax invoice receipts.*

**Note:** *For guidance on what is considered reasonable, in a particular case, teachers are expected to consult their manager. General guidance is available on the HR section of the Te Kura intranet.*

### 5. Parental leave

The collective agreement will be updated as follows (Replacement):

#### 6.8 Parental Leave

**Note:** *employees are encouraged to contact the Employment Relations Service on 0800 20 90 20 for more information on parental leave.*

6.8.1 The Parental Leave and Employment Protection Act 1987 provisions apply.

6.8.2 An employee on parental leave must give at least one month's notice before they return to work, but if they had a miscarriage or stillbirth they may choose to return to work earlier by mutual agreement.

**Note:** This does not preclude the employee requesting leave, as appropriate, such as bereavement leave, domestic leave, or special leave.

- 6.8.3 In addition to the provisions at 4.5.1, the following also apply:
- (a) Employees intending to resign because of pregnancy or childbirth must be advised of their parental leave rights.
  - (b) Primary carer leave may start at any time during the pregnancy. The employee must give the employer one month's written notice with a medical certificate, but shorter notice will be accepted if a medical practitioner recommends it.
  - (c) Any primary carer leave taken will not count against the extended leave entitlement.
  - (d) An employee with less than 52 weeks' service is entitled to 26 weeks' extended leave from the date of birth and or adoption placement. Their employer may choose to grant up to 26 weeks.
  - (e) Employees on parental leave are still covered by the surplus staffing/school closure provisions of this Agreement

6.8.4 Parental Grant

- (a) If an employee takes, or is eligible to take primary carer and/or extended leave, they will be paid a lump sum parental grant when they produce a birth certificate or adoption papers. The grant is six weeks' pay at the full salary rate that applied on the day before their leave began. If they worked less than full normal hours for a short time before taking leave, the employer may still give full payment.
- (b) If an employee takes primary carer or extended leave for less than six weeks (30 working days), the full grant equivalent to six weeks' salary is still payable. The parental grant is not reduced because salary is received.
- (c) If both the employee and their partner are employed in the Public Service or Education Service and are eligible for a parental grant, then they are entitled to only one payment between them, and they may choose who will receive it.
- (d) There is no entitlement to a parental grant in the case of miscarriage.

**6. Unpaid Refreshment Leave**

The collective agreement will be updated as follows:

Insert under 6.10 **Unpaid Refreshment Leave**, (and renumber existing 6.10 to 6.11 and existing 6.11 to 6.12).

- 6.10.1 *Full-time certificated teachers and part-time teachers employed for at least 0.8 FTTE per week, attested at the experienced teacher level against the professional standards in this Agreement, shall be entitled (subject to 4.9.2) to take a single, one-off period of unpaid refreshment leave of up to 10 weeks after three years' service in the school.*
- 6.10.2 *Entitlement to unpaid refreshment leave in clause 6.10.1 is subject to:*
- (a) *The employer's ability to find a suitable reliever to fill the vacancy created by the teacher taking the leave. A suitable reliever is a teacher who will be able, to the satisfaction of the employer, to relieve in the school during the period of the teacher's leave. The employer shall use reasonable endeavours to find a suitable reliever. Reasonable endeavours in this context means accessing the usual pool of relievers, advertising locally if necessary, and does not mean advertising regionally or nationally. It does not require the employer to place more than one advertisement; and*
  - (b) *The teacher not being subject to current competency or disciplinary processes at the time that leave is sought; and*

- (c) *The maximum number of early childhood teachers who can be on unpaid refreshment leave at any one time is one.*
- 6.10.3 *Time off on unpaid refreshment leave will count as service for the purposes of salary increments, long service and severance calculations. It will not count for the purposes of sick leave or holiday pay calculations or for entitlement to public holidays.*
- 6.10.4 *A teacher taking unpaid refreshment leave shall not accept employment as a teacher or principal in another state or state-integrated New Zealand school. However, a teacher may agree to undertake occasional day relief work.*

## **7. Technical updates**

If minor wording changes are required to this collective agreement due to changes in legislation, the parties will consider the need for a formal variation, in terms of clause 1.6.

Signed at Wellington on 12 November 2018

.....

Tim Day  
Senior Advisor  
Employment Relations  
Ministry of Education

.....

Charmaine Thomson  
Executive Officer  
NZEI Te Riu Roa

Witnessed by:

.....

Mark Hunter,  
Acting Manager  
Human Resources  
Te Aho o Te Kura Pounamu