

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

**1 December 2022 – 1 December 2024**

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

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

### **1.1 PARTIES**

The parties to this agreement are the Secretary for Education acting under delegation from the Public Service Commissioner made pursuant to clause 6 of Schedule 3 of the Public Service Act 2020 (“the Ministry”) and acting in accordance with s 586(5) of the Education and Training Act 2020; and New Zealand Educational Institute Te Riu Roa (Inc.) (“the Union”);

### **1.2 COVERAGE**

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

- (a) The School Board of Te Aho o Te Kura Pounamu (“Te Kura” or “the employer”).
- (b) every employee, as defined in 2.2, who is, or who becomes a member of the Union.

Note: Appendix A of this agreement outlines the principles, agreed between the employer and the union, for determining collective agreement coverage.

### **1.3 TERM**

The term of this agreement is 1 December 2022 – 1 December 2024.

### **1.4 VARIATION OF AGREEMENT**

1.4.1 The parties agree that the terms and conditions in this agreement may be varied at any time by written agreement between the Ministry and the Union.

1.4.2 The variation may be limited to employees directly affected by the proposed variation. For the purpose of this clause the phrase "employees directly affected" shall mean only those employees whose terms of employment will be altered as a result of the proposed variation.

### **1.5 ADDITIONAL PAYMENTS**

*Partnership with NZEI Te Riu Roa - \$750 lump sum to members employed as at 1 December 2022*

1.5.1 The parties to this Agreement recognise the value in their ongoing and productive relationship, including their joint efforts to ensure Te Kura employees are valued and well supported. Collective bargaining is a key part of those joint efforts.

1.5.2 In recognition of the benefits arising out of the parties’ relationship, including NZEI Te Riu Roa’s role in negotiating terms and conditions for Te Kura employees, each full-time employee who was a member of NZEI as at 1 December 2022 will be paid a one-off payment of \$750 gross.

The payment will be pro-rated for:

- i. Part-time employees based on their full-time equivalent (FTE) as at 1 December 2022.
- ii. Casual employees who have worked a minimum of 8 hours over the period 1 July to 1 December 2022, based on the total number of hours worked in proportion to 1 FTE during that period. Casual employees who worked less than 8 hours during that period are not entitled to the payment.

Employees who were a member of NZEI as at 1 December 2022 and on that day were on approved unpaid leave under Part 5 of this Agreement are entitled to

receive the one-off payment of \$750 gross when they return to work, providing that they return on or before the end of Term 2, 2023 or on or before the end of Term 4, 2023 for those on parental leave. The payment will be based on the calculation for the position that would have been applicable on 1 December 2022 had they not been on approved leave.

An employee may be eligible to have the payment calculated under more than one category. However, no eligible employee will receive a total gross payment that is less than \$75 or more than \$750 in total.

*\$500 Lump sum for employees employed as at 1 December 2023*

**1.5.3** A one-off lump sum of \$500 gross will be paid to all full-time employees who are employed on 1 December 2023.

The payment will be pro-rated for:

- i. Part-time employees based on their full-time equivalent (FTE) as at 1 December 2023.
- ii. Casual employees who have worked a minimum of 8 hours over the period 1 July to 1 December 2023, based on the total number of hours worked in proportion to 1 FTE during that period. Casual employees who worked less than 8 hours during that period are not entitled to the payment.

Employees who are on approved unpaid leave under Part 5 of this Agreement on 1 December 2023 are entitled to receive the one-off payment of \$500 gross when they return to work, providing that they return on or before the end of Term 2, 2024 or on or before the end of Term 4, 2024 for those on parental leave. The payment will be based on the calculation for the position that would have been applicable on 1 December 2023 had they not been on approved leave.

An employee may be eligible to have the payment calculated under more than one category. However, no eligible employee will receive a total gross payment that is less than \$50 or more than \$500 in total.

Note: Clause 1.5 will be removed in subsequent collective agreements.

## **PART 2 - DEFINITIONS**

- 2.1** Unless otherwise specified, terms in this agreement will have the same meaning as the Employment Relations Act 2000 and other relevant legislation.
- 2.2** “Employee” means a person employed by Te Kura who is engaged in specialist or support staff positions, with the following exceptions:
- Those employees who are considered members of the Senior Leadership Team and/or the fourth and upward tiers of management; and
  - Those in positions reporting directly to members of the Senior Leadership Team; and
  - Those in management positions who have responsibility for appraisal and performance management;
  - The following positions in the Human Resources Team: Principal Employment Relations Advisor, Senior HR Adviser, Senior Learning and Development Advisor, Payroll Lead.
- 2.3** A “permanent salaried employee” (full time or part time) is an employee who is employed on an ongoing basis at the time of the appointment.
- A full time employee is employed for 40 hours per week.
  - A part time employee is an employee who is employed regularly for fewer hours than those specified above and/or for less than 52 weeks of the year. Any employee who was appointed as a limited tenure employee shall continue to work the previously agreed hours and weeks, unless varied by mutual agreement.
- 2.4** A “fixed term employee” is appointed for a specified event or project or for a specified period. Genuine reasons based on reasonable grounds for all fixed term positions shall be identified as per s66 of the Employment Relations Act 2000. The purpose or period of employment and the reasons shall be defined in writing Clause 8.3 shall not apply to a fixed term employee.

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

### **3.1 HOURS OF WORK**

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

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

- 3.2.1 Te Kura recognises the importance of work life balance: flexibility is a valued way of meeting business and personal needs and enabling a balance of the two to be achieved.
- 3.2.2 Te Kura will work with staff to create an environment where flexible working arrangements are an accepted part of our culture.
- 3.2.3 An employee can request Enhanced Flexible Work Arrangements (as described in 3.2.4 below) and as detailed on the Te Kura intranet here [to come] from their manager. Employees cannot be required to adopt Enhanced Flexible Work Arrangements.
- 3.2.4 Enhanced Flexible Work Arrangements can be used to change:
- how work is done including job sharing
  - start and finish times daily and flexibility in these as and when required
  - how starting and ending work times are managed
  - how work is managed in the workplace to help employees and Te Kura
  - the location of work if delivery and operational requirements are not affected and are in line with relevant Te Kura policy.
- 3.2.5 It is expected that conversations will take place between managers and employees regarding the most suitable work arrangements resulting in mutual benefits for both parties. Managers have sole discretion to approve a request for Enhanced Flexible Work Arrangements due to operational requirements, though where declining a request an explanation will be given.
- 3.2.6 Approval for Enhanced Flexible Work Arrangements may be granted on a permanent basis, for a defined period or the based on completion of a particular project or projects.

### **3.3 OVERTIME**

- 3.3.1 All time required by the employer to be worked in excess of 40 hours per week, or 8 hours per day or outside of Monday to Friday inclusive or on public holidays shall be deemed to be overtime. For clarity: any additional hours need to be discussed and agreed with the relevant manager first. Computation shall be on a daily basis and payment for overtime shall be at time and a half or alternatively by mutual agreement

time off in lieu may be taken on the basis of up to one hour for each additional hour worked. These provisions apply to all employees covered by this agreement.

3.3.2 The maximum an employee can earn in terms of salary and overtime is the rate for the maximum step of Grade 5 of the Administration Support Staff rates. In the case of employees whose annual salary is at or higher than that amount, no overtime payment shall be made and time off in lieu shall be provided instead. Time off in lieu may be taken at mutually agreed times on the basis of up to one hour for each additional hour worked.

3.3.3 Meal during overtime

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

## **PART 4 - REMUNERATION**

### **4.1 REMUNERATION POLICY OBJECTIVES**

The objectives of the remuneration policy are to:

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

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

The following pay scales will apply to all employees defined in clause 2.2 except

- (a) those who routinely undertake work described in the Administration Support Staff Work Matrix Table set out in clause 4A.2.1, whether designated as administration support staff or not; and
- (b) those who routinely undertake work described in the Librarian and Library Assistants' Work Matrix Table set out in clause 4B.2, whether designated as a librarian or library assistant or not.
- (c) Those who routinely undertake work described in the Teacher Aide Work Matrix Table set out in clause 4C.3.3, whether designated as a Teacher Aide or not.

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

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

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

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

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

#### **Level A**

Position characteristics

The position requires

- Knowledge and skill – basic skills and knowledge, performance of activities with specific content and objectives.
- Problem solving –the ability to identify basic problems and take appropriate action within a range of known alternative solutions
- Accountability – carrying out set duties and tasks within defined work instructions.

Step	Salary prior to 1 December 2022	Salary effective 1 December 2022	Salary effective 1 December 2023
1	\$45,421	\$49,421	\$51,421

## Level B

### Position characteristics

#### The position requires

- Knowledge and skill – specific skills and knowledge relevant to the role.
- Problem solving – ability to identify and understand possible outcomes and take appropriate action to solve intermediate level problems.
- Accountability – some degree of initiative and decision making within defined work instructions.

Step	Salary prior to 1 December 2022	Salary effective 1 December 2022	Salary effective 1 December 2023
1	\$45,421	\$49,421	\$51,421
2	\$46,072	\$50,072	\$52,072
3	\$47,251	\$51,251	\$53,251
4	\$48,432	\$52,432	\$54,432
5	\$49,615	\$53,615	\$55,615
6	\$50,795	\$54,795	\$56,795
7	\$51,978	\$55,978	\$57,978
8	\$53,023	\$57,023	\$59,023
9	\$54,381	\$58,381	\$60,381
Range of Rates			
Max	\$59,819	\$63,819	\$65,819

## Level C

### Position characteristics

#### The position requires

- Knowledge and skill – highly developed skills and knowledge relevant to the position, and an understanding of how complex organisations work in order to achieve work objectives.
- Problem solving – applying knowledge and judgement to identify and resolve complex issues.
- Accountability – providing credible information for use by the organisation to assist decision makers. The position may involve supervision.

Step	Salary prior to 1 December 2022	Salary effective 1 December 2022	Salary effective 1 December 2023
1	\$55,359	\$59,359	\$61,359
2	\$56,898	\$60,898	\$62,898
3	\$58,436	\$62,436	\$64,436
4	\$59,975	\$63,975	\$65,975
5	\$61,509	\$65,509	\$67,509

6	\$63,493	\$67,493	\$69,518
7	\$65,207	\$69,207	\$71,283
Range of Rates			
Max	\$75,504	\$79,504	\$81,889

## Level D

### Position characteristics

The position requires:

- Knowledge and skill – advanced specialist skills and technical knowledge relevant to the position. Application of skill and knowledge to influence rational arguments.
- Problem solving – expected to use specialist skills to anticipate and resolve a multitude of problems that are complex and diverse.
- Accountability – responsibility for results. Informing the school's high level operational and strategic decisions. The position may involve supervision.

Step	Salary prior to 1 December 2022	Salary effective 1 December 2022	Salary effective 1 December 2023
1	\$68,193	\$72,193	\$74,359
2	\$70,088	\$74,088	\$76,311
3	\$71,982	\$75,982	\$78,261
4	\$73,875	\$77,875	\$80,211
5	\$75,771	\$79,771	\$82,164
6	\$77,308	\$81,308	\$83,747
7	\$78,757	\$82,757	\$85,240
Range of Rates			
Max	\$103,030	\$107,030	\$110,241

## 4.3 SALARY ON APPOINTMENT

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

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

## 4.4 ANNUAL SALARY REVIEW AND PROGRESSION

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

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

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

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

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

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

#### **4.5 BONUS PAYMENTS**

Bonuses may be considered where an employee:

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

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

#### **4.6 PAYMENT OF SALARIES**

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

#### **4.7 QUALIFICATIONS**

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

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

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

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

## PART 4A – ADMINISTRATION SUPPORT STAFF REMUNERATION

### 4A.1 APPLICATION

4A.1.1 This Part 4A applies to employees who routinely undertake work described in the Administration Support Staff Work Matrix Table set out in clause 4A.2.1 whether designated as administration support staff or not.

4A.1.2 The following clauses from Part 4 do NOT apply to employees to whom Part 4A applies: clause 4.1; clause 4.2; clause 4.3 and clause 4.4.

### 4A.2 WORK MATRIX TABLE

4A.2.1 The following Administration Support Staff Work Matrix Table applies to employees who, however designated or described, routinely undertake the work described in that table. The Administration Support Staff Work Matrix Table sets out the most common skills, responsibilities and demands that apply to administration staff working within Grades 1 to 7.

Work Matrix Grade	General Description	Elements
1	Sufficient skills and knowledge to perform work assignments which have substantial routine elements.	<ul style="list-style-type: none"> <li>Operate office equipment such as or photocopier or scanner.</li> <li>Responsible for own work under general supervision.</li> <li>Problems to be solved will be clearly identified and solutions will fall into established patterns and procedures.</li> <li>Problems outside the norm will be referred for guidance.</li> <li>Communicating with others includes cooperation with colleagues, the ability to request and provide information.</li> </ul>
2	Skills and knowledge required to carry out general office work, involving varied routine and non-routine procedures.	<ul style="list-style-type: none"> <li>Develops the experience to consider the most appropriate process or procedure to follow to take account of changing work circumstances.</li> <li>Responsible for own work under limited supervision.</li> <li>Applies interpretation and judgement to solve problems within established policies and procedures.</li> <li>The role has frequent interactions with others inside and outside the school.</li> <li>Active listening, patience, discretion and tact will be required and persuasion may be necessary from time to time.</li> <li>Difficult situations are generally referred up.</li> <li>Provides occasional mentoring or short-term supervision.</li> </ul>
3	Specialised skills and in-depth knowledge of more complex methods and processes to provide multi-faceted or confidential services.	<ul style="list-style-type: none"> <li>The role has substantial independence on a day-to-day basis and will use initiative to identify and resolve problems that may be complex or unusual.</li> <li>Receives or provides complex or sensitive information and may have to utilise a range of different approaches to ensure understanding.</li> <li>Persuasion, influencing and negotiation may be required to diffuse difficult situations.</li> <li>Mentors or trains colleagues.</li> <li>Supervises junior staff.</li> </ul>
4	Provides advanced specialised technical services which are complex in nature within their area of expertise.	<ul style="list-style-type: none"> <li>Analyses a wide range of problems before selecting the most appropriate solution/s and have the freedom to resolve these within established policy frameworks.</li> <li>Supervises staff which may include contractors.</li> <li>Provides confidential executive secretarial services.</li> <li>Provides translation from one language to another.</li> </ul>

		<ul style="list-style-type: none"> <li>• Communication skills are a critical element in determining success.</li> <li>• Achieves outcomes through logical and reasoned arguments, negotiations or building on-going empathetic relationships.</li> </ul>
The positions in the next three grades require specialist and/or broad knowledge of school and/or kura practices and settings.		
5	<p>Positions at this grade tend to fall into two categories:</p> <ol style="list-style-type: none"> <li>1. Subject matter experts within a particular field. Operate independently and apply established principles in a particular field. The role requires either extensive practical experience or a tertiary level qualification plus experience.</li> <li>2. The first level of “management” where planning, controlling, implementing plans and/or projects are required.</li> </ol> <ul style="list-style-type: none"> <li>• Staff supervision including the ability to develop, motivate and appraise performance is usually required.</li> <li>• Clear accountability for results rest with these roles.</li> <li>• Influences medium-term decisions either through direct control or through expert advice.</li> </ul>	
6	<p>Positions at this grade manage functions within the school.</p> <ul style="list-style-type: none"> <li>• Responsible for short- and long-term planning and the resulting outcomes for their function as well as a contribution to wider results.</li> <li>• Responsible for policy and business development for their function within the school’s overall business plans and objectives.</li> <li>• Strong collaboration with other areas is essential to align priorities and achieve successful results.</li> </ul>	
7	<p>Positions at this grade are senior management roles with multifunctional responsibilities.</p> <ul style="list-style-type: none"> <li>• Integrates several business functions and resolve internal conflicts.</li> <li>• Assigns resources to optimise results rather than focusing on a single function and their outlook is typically on the medium- to long-term.</li> </ul>	

#### 4A.3 ADMINISTRATION SUPPORT STAFF RATES

4A.3.1 The following minimum pay rates will apply to all employees who routinely undertake work described in the Administration Support Staff Work Matrix Table, whether designated as administration support staff or not. The new pay rates will apply from 20 August 2021.

4A.3.2 Employers may agree a pay rate above the stated maximum rate for each Grade specified in the payrate table.

4A.3.3 Administration Support Staff Pay Rates:

Grade	Step	Salary prior to 1 December 2022	Salary effective 1 December 2022	Salary effective 1 December 2023
1	1	\$47,320	\$51,320	\$53,320
2	1	\$49,026	\$53,026	\$55,026
	2	\$50,710	\$54,710	\$56,710
	3	\$52,416	\$56,416	\$58,416
	4	\$54,104	\$58,104	\$60,104
3	5	\$55,412	\$59,412	\$61,412
	6	\$56,720	\$60,720	\$62,720
	7	\$58,029	\$62,029	\$64,029
	8	\$59,337	\$63,337	\$65,337
4	9	\$61,136	\$65,136	\$67,136
	10	\$62,936	\$66,936	\$68,944
	11	\$64,735	\$68,735	\$70,797
	12	\$66,535	\$70,535	\$72,651
	13	\$68,397	\$72,397	\$74,569
5	1	\$70,990	\$74,990	\$77,240
	2	\$73,611	\$77,611	\$79,939
	3	\$76,211	\$80,211	\$82,617
	4	\$78,811	\$82,811	\$85,295
	5	\$81,411	\$85,411	\$87,973
	6	\$84,011	\$88,011	\$90,651
	7	\$86,616	\$90,616	\$93,334
6	1	\$88,629	\$92,629	\$95,408
	2	\$90,646	\$94,646	\$97,485
	3	\$92,643	\$96,643	\$99,542
	4	\$94,661	\$98,661	\$101,621
7	1	\$98,155	\$102,155	\$105,220
	2	\$101,670	\$105,670	\$108,840
	3	\$105,165	\$109,165	\$112,440
	4	\$108,680	\$112,680	\$116,060
	5	\$112,174	\$116,174	\$119,659
	6	\$115,688	\$119,688	\$123,279

Notes:

- (i) To calculate the indicative hourly rate for a 40 hour/week, 52 week/year employee, the annual rate will be divided by 2,080.
- (ii) To calculate the indicative hourly rate for a 37.5 hour/week, 52 week/year employee, the annual rate will be divided by 1,950
- (iii) The minimum step for an employee placed in any of the Work Matrix Grades is step 1 of that Grade.

#### **4A.4 PLACEMENT ON APPOINTMENT**

- 4A.4.1 The employer will determine job descriptions and / or other written requirements and the applicable Work Matrix Grade for all positions as part of the recruitment process.
- 4A.4.2 Upon appointment to an administration support position, the employee's role must be placed in a Work Matrix Grade using the Administration Support Staff Work Matrix Table set out in clause 4A.2.1.
- 4A.4.3 The Work Matrix Grade of each role will be determined by identifying one or more of the highest level skills / demands / responsibilities, as set out in the Administration Support Staff Work Matrix Table in 4A.2.1, required for the competent performance of the role. The skills / demands / responsibilities must be a routine and ongoing part of the role; isolated or one-off demands must not be included. The employer should do this using the joint NZSTA / NZEI Te Riu Roa / Ministry of Education | Te Tāhuhu o te Mātauranga guidance provided for this purpose.
- 4A.4.4 An administrator employed for two or more distinct positions, must be placed in the appropriate Work Matrix Grade for each position.
- 4A.4.5 The pay rate can be at any step within the minimum and maximum rates of the applicable Work Matrix Grade. In determining the applicable pay rate, the employer should also consider any particular skills and qualifications held by the administration support staff as well as any previous relevant paid or unpaid work experience.
- 4A.4.6 Where an employee has previously been employed in an administration support role covered by the Administration Support Staff Pay Equity Claim Settlement, and the break in employment (including between employers) has been less than 12 months then the following applies:

Based on information about their previous employment provided by the employee, placement on appointment must take into account their previous service as follows:

- Where the skills / demands / responsibilities of the new role is within the same Work Matrix Grade as the previous role, the starting step should be at least the step they last held.
- The employer should also consider any particular skills and qualifications held, as well as any previous relevant paid or unpaid work experience undertaken by the employee since they were last employed.

#### **4A.5 PROGRESSION WITHIN THE WORK MATRIX GRADES**

- 4A.5.1 Subject to clause 4A.5.2 below, from 20 August 2021, for employees paid in Grades 5, 6 and 7 progression through the steps included **within** each grade will be on an annual basis, either on the employee's anniversary date or, where no anniversary date is established, 12 calendar months from the effective date of the pay equity rates and annually thereafter until the employee reaches the maximum step of their grade. Progression does not occur beyond the top step of these grades.
- 4A.5.2 Progression is subject to the employee meeting or exceeding standards of performance as assessed by the employer against the job description and/or written requirements for the position. Progression will occur unless the employer considers this requirement has not been met and has informed the employee in writing no later than two months prior to the progression becoming due.
- 4A.5.3 Subject to clause 4A.5.4, from 20 August 2021, for employees paid in Grades 2, 3 and 4 progression through the steps of Grades 2, 3, and 4 will be on an annual basis, either on their anniversary date or, where no anniversary date is established, 12

calendar months from the effective date of the pay equity rates and annually thereafter. Progression does not occur beyond the top step Grade 4.

- 4A.5.4 Progression under clause 4A.5.3 will occur unless:
- (a) the employee is not meeting, or exceeding standards of performance as outlined in 4A.5.2 above; or
  - (b) the work is deemed to stay in the current grade, i.e., where the employer considers the work is solely within the current grade and has informed the employee in writing no later than two months prior to the progression becoming due; or
  - (c) the employee has progressed to the maximum step of their applicable grade.
- 4A.5.5 An employee, who has the right to representation at any stage, may request their employer reconsider their salary progression.
- 4A.5.6 For employees employed prior to 4 July 2022, if progression on the basis of the rules set out in clauses 4A.5.1 to 4A.5.5 above would put the employee in a worse position than they would have been in had they remained subject to the pay scale and progression rules existing prior to 20 August 2021, the employee shall be entitled to progress to the rate they would have been on under the previous system.

#### **4A.6 PAY EQUITY REVIEW**

- 4A.6.1 The remuneration of employees who routinely undertake work described in the Administration Support Staff Work Matrix Table set out in clause 4A.2.1 will be reviewed periodically to ensure that pay equity is maintained. These reviews will be aligned with the collective bargaining round.
- 4A.6.2 The parties agree to consider a range of available information as part of any review, including but not limited to, trends in changes to the Labour Cost Index, Consumer Price Index, and Treasury analysis of labour movements, as well as trends in changes to the remuneration of the comparator workforces used to assess the Administration Support Staff Pay Equity Claim.

#### **4A.7 PARENTAL PAYMENT**

- 4A.7.1 Where an employee to whom this Part 4A applies takes primary carer leave (as defined in section 2 of the Parental Leave and Employment Protection Act 1987) after 4 July 2022, and returns to duty before or at the expiration of their parental leave and completes a further 6 months service, they qualify for a payment equivalent to 6 weeks' pay, at the rate applying for the 6 weeks immediately prior to the commencement of parental leave.
- 4A.7.2 Provided that, if both parents are employed in the school, or the employee's partner is employed in the Education Service or Public Service, and are both eligible for payment, then they are entitled to 1 and only 1 payment, and they may choose (after they have qualified) who will receive it.
- 4A.7.3 Any adjustments to the salary scale that are backdated into the period covered will apply.
- 4A.7.4 An employee who is absent on parental leave for less than 6 weeks will have their payment prorated based on the period of absence on parental leave.
- 4A.7.5 Any payment is to be based on the percentage rate of employment prior to absence on parental leave. However, an employee who works less than their normal hours for a short period only, prior to their commencing parental leave, may have their case for full payment considered by the employer.

## **PART 4B – LIBRARIAN AND LIBRARY ASSISTANT REMUNERATION**

### **4B.1 APPLICATION**

- 4B.1.1 This Part 4B applies to employees to whom the Librarian and Library Assistants' Work Matrix Table set out in clause 4B.2 applies, whether designated as a librarian or library assistant or not.
- 4A.1.2 The following clauses from Part 4 do NOT apply to employees to whom Part 4B applies: clause 4.1; clause 4.2; clause 4.3 and clause 4.4.

### **4B.2 WORK MATRIX TABLE**

- 4B.2.1 The parties have agreed on the following Librarian and Library Assistants' Work Matrix Table. To be covered by the Librarian and Library Assistants' Work Matrix Table, an employee will maintain and / or procure and / or provide and / or grow a physical and / or digital collection of books, archives, learning resources / programmes, devices and library management systems. A full description of the work can be found in the Work Matrix Table.
- 4B.2.2 The Librarian and Library Assistants' Work Matrix Table sets out the most common skills, responsibilities and demands that apply to librarians and library assistants working within Grades A to D.
- 4B.2.3 When determining where a role fits within the Work Matrix Table, an employer will need to assess the routine and ongoing skills, demands and responsibilities of the role, and not things that are a one-off or isolated event. Not every activity in a grade must be part of the role for the role to be placed in a particular grade, but the grade must recognise the highest-level skills, demands and responsibilities that are required for competent performance of the role.
- 4B.2.4 The Librarian and Library Assistants' Work Matrix Table is set out below.

## LIBRARIAN AND LIBRARY ASSISTANTS' WORK MATRIX TABLE

Work Matrix Grade	General Description	Supervision and Management	Level of Necessary Skills and Knowledge	Problem Solving	Interpersonal and Communications Skills
<b>A</b>	Holds responsibility for own work under general supervision.	No formal supervision or mentoring of others is required.  Provides occasional advice or direction.	Assists with cataloguing, issuing and receiving books, laptops and other resources.  Undertakes or assists with routine tasks including repairs, cleaning, weeding and processing books and stocktaking.  Uses relevant library management systems effectively.  Undertakes a range of general administration tasks, including setting up signage, displays and posters.	Uses clear patterns and procedures to deal with clearly defined problems.	Exchanges day-to-day information effectively, including questioning, providing information and maintaining collaboration with colleagues, students and/or staff.  Responds with tact, patience and calmness to enquiries or challenges. Active listening, empathy and observation of physical cues are expected.  Respects and has basic knowledge of te reo Māori and tikanga or relevant other cultures.  Creates library signage and labels in languages other than English.  Contributes to the library being viewed as a safe and welcoming space.
<b>B</b>	Manages own work and day-to-day priorities under limited supervision. Includes sole charge librarians and archivists.	Oversees or trains colleagues or student librarians.  Assists with the supervision of students in the library during break times, study classes, meetings and activities.  Plans and provides games and creative activities in order to engage students.	Manages assigned collections and maintains relevant material and content. This includes administering relevant online research databases and digital learning resources and creating and maintaining catalogue records.  Works with teachers to develop activities, workshops and events within the library and to support curriculum delivery.	Works within existing policies and procedures and identifies when issues need to be escalated.  Organises and determines the layout of the library and its facilities in a systematic way to make resources easier to locate.  Works with students, whānau and teachers to ensure books and resources are returned and overdue items are recovered.	Provides direct support to individual students and teachers requiring assistance with locating or researching material.  Provides immediate support and response to students who are upset or distressed and escalates to other staff as required for further support.  Fosters a safe and welcoming environment in the library.

			<p>Purchases and orders books, resources, capital assets and services for the library/archives within a financially delegated budget.</p> <p>Applies for external funding and/or grants.</p> <p>Manages, customises and updates the Library Management System to meet school needs.</p> <p>Designs and hosts activities, workshops and clubs within the library.</p> <p>Develops and delivers literacy based presentations or sessions.</p> <p>Promotes a reading culture within the school among staff and students.</p> <p>Implements weeding and stock-taking procedures.</p> <p>Conserves archives or taonga collections.</p>		<p>Understands that students have emotional requirements and monitors them for escalating behaviours. Persuasion, and negotiation skills are frequently required to assist de-escalation and encouragement of alternative behaviours.</p> <p>Uses te reo Māori or another relevant language/s in day-to-day interactions with students, whānau and staff.</p> <p>Promotes inclusivity around gender/faith/culture/disability/sexuality when engaging with students. This level works with diverse learners in terms of learning ability and cultural diversity.</p> <p>Arranges for guest speakers to come to the library to share knowledge and stories.</p> <p>Builds and maintains relationships with parent groups, local communities, book and resource suppliers.</p> <p>Conducts research on Te Tiriti o Waitangi principles, Kaupapa Māori and local iwi, to enhance the library collection.</p>
<b>C</b>	<p>Holds full responsibility for the management of the library and library staff with direct accountability for results.</p>	<p>Manages the recruitment, development and appraisal of other library staff.</p> <p>Authorises staff expenditure for the library and its facilities.</p>	<p>Works with internal and external staff to identify and support future curriculum planning and changes and undertakes research to ensure currency and diversity of the library collection.</p>	<p>Identifies and instigates system and policy changes to provide improved efficiency and effectiveness of library services.</p>	<p>Models appropriate support for student wellbeing and is the escalation point for behaviour management in the library.</p> <p>Initiates and creates library resources to support students in times of crisis. At this grade employee may play an active part in a group overseeing pastoral care at the school.</p>

		Develops and delivers a library budget for the school board/finance committee.	<p>Designs and runs structured programmes to aid student learning.</p> <p>Uses knowledge of Aotearoa/ New Zealand schools and kura curricula to help students at all levels with research and literacy skills. This includes research for external exams such as NCEA and Cambridge or specialist areas such as te reo Māori and in tikanga Māori.</p> <p>Uses the school's foundational knowledge of te ao Māori to inform the design and layout of the library.</p> <p>Responsible for annual planning and influencing medium-term strategic plans and decisions for the library through direct control or expert advice to senior leadership.</p>		Responsible for leading the promotion of Māori literature and resources and ensuring accessibility.
<b>CONTEXT: These roles in grade D may be timebound (project based) or ongoing and while they will have day-to-day library management responsibilities at grade C, they require additional specialist knowledge to enable the provision of library services that meet the changing information and literacy needs of the school.</b>					
<b>D</b>	Positions at this grade are fully autonomous. Work requires subject matter expertise based on extensive practical experience or a relevant tertiary level qualification plus experience.	<p>Holds relevant professional knowledge, specialist skills or relevant qualifications/significant relevant experience to provide distinct expert services.</p> <p>Manages the environment/s with substantial independence, and reports to the school board.</p> <p>Holds full accountability for major financial resources and responsibility for several significant physical/digital assets to provide services.</p> <p>Responsible for strategic long-term planning and business development for the library, and its role and objectives within the school's overall business plans and objectives.</p> <p>Strong, innovative and collaborative approaches required to troubleshoot complex problems involving multiple variables and a range of options. Investigative research and analysis necessary.</p>			

### 4B.3 LIBRARIAN AND LIBRARY ASSISTANT PAY RATES

4B.3.1 The following pay rates apply to all employees who routinely undertake work described in the Librarian and Library Assistants' Work Matrix Table, whether designated as a librarian or library assistant or not..

4B.3.2 Only if an employee is on the top step in a grade may employers agree a pay rate above the printed rate for that step.

4B.3.3 Librarian and library assistant pay rates

Grade	Step	Rates prior to 1 December 2022	Rates effective 1 December 2022	Rates effective 1 December 2023
A	1	\$51,973	\$55,973	\$57,973
	2	\$54,709	\$58,709	\$60,709
	3	\$57,588	\$61,588	\$63,588
B	1	\$58,399	\$62,399	\$64,399
	2	\$60,205	\$64,205	\$66,205
	3	\$62,067	\$66,067	\$68,067
	4	\$63,987	\$67,987	\$70,027
	5	\$65,966	\$69,966	\$72,065
	6	\$68,006	\$72,006	\$74,166
	7	\$70,046	\$74,046	\$76,267
C	1	\$75,112	\$79,112	\$81,485
	2	\$77,836	\$81,836	\$84,291
	3	\$80,659	\$84,659	\$87,199
	4	\$83,584	\$87,584	\$90,212
	5	\$86,616	\$90,616	\$93,334
D	1	\$92,001	\$96,001	\$98,881
	2	\$94,846	\$98,846	\$101,811
	3	\$97,780	\$101,780	\$104,833
	4	\$100,804	\$104,804	\$107,948

Notes:

- (i) To calculate the indicative hourly rate for a 40 hour/week, 52 week/year employee, the annual rate will be divided by 2,080.
- (ii) To calculate the indicative hourly rate for a 37.5 hour/week, 52 week/year employee, the annual rate will be divided by 1,950
- (ii) The minimum step for an employee placed in any of the Work Matrix Grades is step 1 of that Grade.

### 4B.4 PLACEMENT ON APPOINTMENT

4B.4.1 The employer will determine job descriptions and / or other written requirements and the applicable Work Matrix Grade for all positions as part of the recruitment process.

4B.4.2 Upon appointment to a librarian or library assistant position, the employee's role must be placed in a Work Matrix Grade using the Librarian and Library Assistants' Work Matrix Table set out in clause 4B.2.

4B.4.3 A librarian or library assistant employed for two or more distinct positions, must be placed in the appropriate Work Matrix Grade for each position.

4B.4.4 The pay rate can be at any step within the minimum and maximum rates of the applicable Work Matrix Grade. In determining the applicable step, the employer should also consider any particular skills and qualifications held by the librarian or library assistant as well as any previous relevant paid or unpaid work experience.

4B.4.5 Where an employee has previously been employed in a librarian or library assistant role covered by the Librarians and Library Assistants' Pay Equity Claim Settlement, and the break in employment (including between employers) has been less than 12 months then the following applies:

Based on information about their previous employment provided by the employee, placement on appointment must take into account their previous service as follows:

- Where the skills / demands / responsibilities of the new role is within the same Work Matrix Grade as the previous role, the starting step should be at least the step they last held.
- The employer should also consider any particular skills and qualifications held, as well as any previous relevant paid or unpaid work experience undertaken by the employee since they were last employed.

#### **4B.5 PROGRESSION WITHIN THE WORK MATRIX GRADES**

4B.5.1 Subject to clause 4B.5.2 below, employees will progress through the steps included within a Grade on an annual basis, either on the employee's anniversary date or, where no anniversary date is established, 12 calendar months from the effective date of the pay equity rates, and annually thereafter until the employee reaches the maximum step of their Grade. Progression does not occur beyond the top step of a Grade.

4B.5.2 Progression will occur unless the employer considers that the employee has failed to meet standards of performance as assessed by the employer against the job description and/or written requirements for the position and has informed the employee of this in writing no later than two months prior to the progression due date.

4B.5.3 For employees in Grade B, progression will occur as outlined in clauses 4B.5.1 and 4B.5.2 to the maximum step of the Grade. Once an employee is at the maximum step of the Grade, no further change beyond that step will occur unless:

- (a) the employee has been on the top step of Grade B for at least 12 calendar months; and
- (b) the employee is meeting or exceeding standards of performance as assessed by the employer against the job description and / or written requirements for the position; and
- (c) the employer considers the employee's work is not solely within Grade B because some of the routine and ongoing skills, demands and responsibilities required by the role and performed by the employee fall within Grade C.

Where the employer considers this to have occurred, the employee will be placed on step 1 of Grade C.

4B.5.4 For employees employed prior to 6 March 2023, if progression on the basis of the rules set out in clauses 4B.5.1 to 4B.5.3 above would put the employee in a worse position than they would have been in had they remained subject to the pay scale and progression rules existing prior to 23 November 2022, the employee shall be entitled to progress to the rate they would have been on under the previous system.

#### **4B.6 PAY EQUITY REVIEW**

4B.6.1 The remuneration of employees who routinely undertake work described in the Librarian and Library Assistants' Work Matrix Table set out in clause 4B.2 will be

reviewed periodically to ensure that pay equity is maintained. These reviews will be aligned with the collective bargaining round.

- 4B.6.2 The parties agree to consider a range of available information as part of any review, including but not limited to, trends in changes to the Labour Cost Index, Consumer Price Index, and Treasury analysis of labour movements, as well as trends in changes to the remuneration of the comparator workforces used to assess the Librarian and Library Assistants' Pay Equity Claim.

#### **4B.7 PARENTAL PAYMENT**

- 4B.7.1 Where an employee to whom this Part 4B applies takes primary carer leave (as defined in section 2 of the Parental Leave and Employment Protection Act 1987) after 6 March 2023, returns to duty before or at the expiration of their parental leave and completes a further six months service, they qualify for a payment equivalent to six weeks' pay, at the rate applying for the six weeks immediately prior to the commencement of parental leave.
- 4B.7.2 Provided that, if both parents are employed in the school, or the employee's partner is employed in the Education Service or Public Service, and are both eligible for payment, then they are entitled to one and only one payment, and they may choose (after they have qualified) who will receive it.
- 4B.7.3 Any adjustments to the salary scale that are backdated into the period covered will apply.
- 4B.7.4 An employee who is absent on parental leave for less than 6 weeks will have their payment prorated based on the period of absence on parental leave.
- 4B.7.5 Any payment is to be based on the percentage rate of employment prior to absence on parental leave. However, an employee who works less than their normal hours for a short period only, prior to their commencing parental leave, may have their case for full payment considered by the employer.

## **Part 4C – TEACHER AIDES**

### **4C.1 APPLICATION**

4C.1.1 This Part 4C applies to employees who routinely undertake work described in the Teacher Aide Work Matrix Table set out in clause 4C.3.3 whether designated as a Teacher Aide or not.

4C.1.2 Unless expressly stated otherwise, the following clauses from Part 4 and Part 8 do NOT apply to employees to whom Part 4C applies: clause 4.1; clause 4.2; clause 4.3; clause 4.4, and for fixed term teacher aides (for whom 4C.11 applies): clause 8.1; clause 8.3; clause 8.4.

### **4C.2 TEACHER AIDE PAY EQUITY**

4C.2.1 The work of employees who routinely undertake work set out in the Teacher Aide Work Matrix Table, whether designated as a Teacher Aide or not, is covered by a pay equity claim settlement.

4C.2.2 The pay equity claim settlement agreed between the parties to resolve the pay equity claim was recorded in a Settlement Agreement which is available here <https://www.education.govt.nz/school/people-and-employment/pay-equity/teacher-aide-pay-equity-claim/> and forms part of the terms of this collective agreement.

4C.2.3 The parties agree that the process undertaken and the information collated to assess and resolve the pay equity claim was suitable and sufficient for the parties to reach agreement on the claim.

4C.2.4 The parties agree that the Teacher Aide Pay Equity Claim Settlement Agreement is a full and final resolution of the Claim. The agreement reached reflected the parties view that it achieves pay equity and that there was no differentiation between male and female employees in the manner set out in section 2AAC of the Equal Pay Act 1972 at the time of settlement. Nor will any claim be made by either NZEI Te Riu Roa nor any employee covered by this agreement that any remuneration paid to any teacher aide is or was subject to any differentiation or undervaluation based on sex.

### **4C.3 TEACHER AIDE WORK MATRIX TABLE**

4C.3.1 The parties have agreed on a Teacher Aide Work Matrix Table for employees who, however designated or described, routinely undertake the work described in that table. The Work Matrix Table sets out the most common skills, responsibilities and demands that apply to teacher aides working within Grade A, Grade B, Grade C or Grade D.

4C.3.2 The employer will need to assess the regular and ongoing skills/demands/responsibilities of each teacher aide role so that the grade recognises the highest level skills/demands/responsibilities that are required for competent performance of the role. An employer will need to consider what makes up the majority of the role, and not things that are a one-off or isolated event. Teacher Aides do not have to do every activity in a grade in order to be placed in a particular grade.

### 4C.3.3 Teacher Aide Work Matrix Table

	General Support	Additional Support	Te Ao Māori
<b>Grade A</b>	<p><b>Follows structured programmes, lesson plans and activities</b></p> <ul style="list-style-type: none"> <li>• Works with students under teacher supervision on a set variety of standardised and specified tasks, e.g. EarlyWords, SRA reading programme.</li> <li>• Assists students to stay on task.</li> <li>• Monitors and observes students and acts to build trusting relationships with students and colleagues.</li> <li>• Responsible for own work under regular supervision although may show others how to perform tasks as part of their orientation.</li> <li>• Collaborates with others in their team.</li> <li>• Prepares resources required by the class e.g. photocopying, laminating, paint preparation.</li> <li>• Respects and accommodates language, heritage and cultures in a multi-cultural environment.</li> </ul>	<p><b>Supports learner's well-being, health and safety</b></p> <ul style="list-style-type: none"> <li>• Primary responsibility of the role is the health and safety of a student/s and may perform simple tasks related to feeding, personal hygiene and/or monitoring and observing these students inside or outside the classroom.</li> </ul>	<p><b>Developing</b></p> <ul style="list-style-type: none"> <li>• Requires some familiarity and ability to function on an informal basis in a Māori cultural context AND/OR</li> <li>• Respects, accommodates and has some basic knowledge of Māori language/pronunciation, culture, beliefs, values and heritage and an interest and commitment to further develop their reo.</li> </ul>
Grade A - Core skills will include; listening, patience, empathy, encouraging and resilience.			
	General Support	Additional Support	Te Ao Māori
<b>Grade B</b>	<p><b>Follows structured programmes but can make minor adaption and creates activities</b></p> <ul style="list-style-type: none"> <li>• Works with individual students and small groups delivering a range of subjects and topics OR works more in depth in a single or limited range of subjects.</li> <li>• Will make minor adaptations to lesson plans and resources to ensure learning objectives are achieved and in response to individual student needs.</li> <li>• Designs activities to supplement programmes.</li> <li>• Supports inclusion in school and amongst peers and takes appropriate action to support students' wellbeing.</li> <li>• Has more day to day independence although will have regular conversations with colleagues.</li> <li>• Has occasional supervisory responsibility for other employees, parent help or volunteers.</li> <li>• Uses a language other than English in daily conversations to provide assistance or respond to needs.</li> <li>• Uses multi-cultural knowledge to guide students and colleagues or develop rapport.</li> </ul>	<p><b>Directly supports students with specific health, behavioural and/or other needs</b></p> <ul style="list-style-type: none"> <li>• Provides direct support for specific health, behavioural and/or other needs of student/s in order to enhance the student's ability to integrate, improve, be independent and participate more fully in the school.</li> <li>• Implements behavioural, physiotherapy, and/or occupational therapy programmes as prescribed by specialists.</li> <li>• Responsible for a range of physical care and will be required to ensure the students' dignity is maintained.</li> <li>• Precision in providing care and safe handling is required.</li> <li>• If responsible for behavioural needs students, must be constantly monitoring for escalating behaviours and diffuse these situations.</li> </ul>	<p><b>Supporting, guiding reo and tikanga</b></p> <ul style="list-style-type: none"> <li>• Adapts and prepares te reo Māori resources and activities to support programmes.</li> <li>• Uses te reo Māori in daily conversations to provide assistance or respond to needs.</li> <li>• Supports teachers by guiding students and colleagues in tikanga on marae and during pōwhiri.</li> <li>• Participates in activities that encourage kaitiakitanga.</li> <li>• Supports and encourages the use of te reo in the classroom.</li> </ul>
Grade B - Additional skills at this level may include: active listening, calmness, tact			

	<b>General Support</b>	<b>Additional Support</b>	<b>Te Ao Māori</b>
<b>Grade C</b>	<p><b>Independently delivers ongoing programmes with ability to adapt as required</b></p> <ul style="list-style-type: none"> <li>• Has a high level of day to day independence which includes planning tasks and activities and clear accountability for delivering specific programmes to agreed standards.</li> <li>• Will involve tailoring, testing, adapting and creating individual plans and resources within the programme.</li> <li>• Provides regular provision of coaching and mentoring, guidance and training to other employees.</li> <li>• Will identify and take action to understand the causes of students' emotional states and provide appropriate support or alert others where escalation is required.</li> <li>• Provides cultural leadership which requires specific language skills, knowledge and expertise.</li> <li>• Translates resources and materials into languages other than English.</li> <li>• Provides translation support for students.</li> </ul>	<p><b>Supports students with complex health, behavioural and/or other needs</b></p> <ul style="list-style-type: none"> <li>• Specific expertise requiring active intervention to support students with additional needs. These needs include some or all of medical, behavioural, academic, pastoral and personal care. Skills may include learned physiotherapy techniques, proficiency in braille, sign, Makaton, and medical support e.g. mic-key.</li> <li>• If responsible for behavioural needs students, must be constantly vigilant for escalating behaviours and defuses difficult situations which may pose risks to themselves or others e.g.: deescalating to avoid the need for restraint.</li> <li>• Supports a student's wellbeing by engaging with family to address identified pastoral issues and enhance the student's ability to attend school and/or participate. This would include assisting new migrants with their transition into Aotearoa New Zealand culture and environment.</li> </ul>	<p><b>Speaks and role models te reo</b></p> <ul style="list-style-type: none"> <li>• Delivers te reo Māori programmes including adapting and preparing resources and activities.</li> <li>• Translates resources and learning materials into te reo Māori.</li> <li>• Speaks te reo Māori when representing the school in the community.</li> <li>• Coordinates and delivers kapa haka and/or other Māori arts programmes.</li> <li>• Uses knowledge of students' background and whānau in order to make connections and provide appropriate support.</li> <li>• Works with whānau and kaiako to support and encourage students' learning.</li> <li>• Provides leadership at cultural events.</li> </ul>
Grade C - Additional skills may include: ongoing mentoring, emotional engagement, de-escalating difficult situations, negotiation and/or persuasion.			
	<b>General Support</b>	<b>Additional Support</b>	<b>Te Ao Māori</b>
<b>Grade D</b>	<p><b>Creates, plans and delivers ongoing programmes requiring strong technical proficiency and skills</b></p> <ul style="list-style-type: none"> <li>• Develops programmes, lesson plans and associated resources.</li> <li>• Develops and organises or has a major collaboration role in a number of complex activities or programmes requiring the development and approval of longer term plans.</li> <li>• The role de-escalates emotionally charged situations and overcomes significant barriers to learning by employing a wide range of techniques and competencies over time.</li> <li>• The role has permanent supervision of other Teacher Aides or support staff.</li> <li>• Requires immersion in at least two cultures and provides leadership across cultural boundaries.</li> </ul>	<p><b>Provides highly specialised support for students with complex health, behavioural and/or other needs</b></p> <ul style="list-style-type: none"> <li>• Highly specialised skills are required to provide services to students with highly complex needs.</li> <li>• In-depth understanding of the students' conditions and capabilities involves the independent or shared responsibility to amend, adjust or modify the level and type of support in response to progress or change.</li> <li>• Formulates programmes for student/s.</li> <li>• Leads crisis management interventions.</li> <li>• The role de-escalates extreme emotionally charged situations and overcomes significant barriers to learning by employing a wide range of techniques and competencies over time.</li> <li>• If working with behavioural students will need to be aware and respond to unpredictable behaviours where there are significant risks of harm to the student or others.</li> <li>• Provides pastoral support, services or cultural liaison to student families on the school's behalf, to enable them to engage with education, integrate into the community and/or access appropriate community assistance.</li> </ul>	<p><b>A strong leader and advocate for te reo Māori in the kura and community</b></p> <ul style="list-style-type: none"> <li>• Plans, coordinates, develops and delivers learning programmes to support students' achievement in Te Marautanga o Aotearoa.</li> <li>• Teaches subjects from Marau ā-kura in the national or local curriculum.</li> <li>• Provides expert advice and guidance to teachers on te reo Māori, tikanga and/or how best to work with Māori students.</li> <li>• Supports Kaiako and works with whānau to address serious issues of physical, emotional and/or mental wellbeing of students.</li> <li>• The role requires a high level of fluency and good tikanga to apply a broad application of te reo Māori skills, customary concepts and traditions together with the ability to function effectively in Māori culture.</li> <li>• Provides leadership in the school and/or community.</li> </ul>
Grade D - Additional skills at this level may include: de-escalating extreme emotionally charged situations, complex planning, leadership.			

#### 4C.4 TEACHER AIDE PAY RATES

4C.4.1 The following pay rates will apply to all employees who routinely undertake work described in the Teacher Aide Work Matrix Table, whether designated as a Teacher Aide or not.

4C.4.2 Employers may treat the stated rates as minimum rates of pay and can agree an hourly rate above the maximum of the rate for each Grade specified in this table.

Work Matrix Grade	Step	Rates effective 2 June 2022	Rates effective 1 December 2022	Step	Rates effective 1 December 2023
A	1	\$22.75	\$23.76	1	\$25.18
	2	\$23.21	\$24.22		
	3	\$23.67	\$24.68	2	\$25.64
B-C	1	\$24.62	\$25.63	1	\$26.59
	2	\$25.37	\$26.38	2	\$27.34
	3	\$26.13	\$27.14	3	\$28.10
	4	\$26.88	\$27.89	4	\$28.85
	5	\$27.63	\$28.64	5	\$29.60
	6	\$28.25	\$29.26	6	\$30.22
	7	\$29.00	\$30.01	7	\$30.97
	8	\$29.75	\$30.76	8	\$31.72
	9	\$30.50	\$31.51	9	\$32.47
	10	\$31.25	\$32.26	10	\$33.23
D	1	\$31.25	\$32.26	1	\$33.23
	2	\$32.33	\$33.34	2	\$34.34
	3	\$33.40	\$34.41	3	\$35.45
	4	\$34.48	\$35.49	4	\$36.56
	5	\$35.05	\$36.06	5	\$37.14
	6	\$36.63	\$37.64	6	\$38.77

Notes:

- The minimum step for Work Matrix A is step A1
- The minimum step for Work Matrix B is step B-C1
- The minimum step for Work Matrix C is step B-C6
- The minimum step for Work matrix D is step D1

#### 4C.5 JOB DESCRIPTIONS: TEACHER AIDES

4C.5.1 The job description and/or written requirements for the role may be reviewed by the employer and teacher aide and may be updated as required by the employer following consultation with the teacher aide.

4C.5.2 Substantial changes to the job description and / or written requirements for the position may not be made until after the employer has consulted the teacher aide and endeavoured to reach agreement.

#### 4C.6 PLACEMENT ON APPOINTMENT FOR TEACHER AIDES

4C.6.1 The employer will determine job descriptions and / or other written requirements and the applicable Work Matrix Grade for all positions as part of the recruitment process.

4C.6.2 Upon appointment, each teacher aide role must be placed in a Work Matrix Grade (A, B, C, or D) using the Work Matrix Table set out in clause 4C.3.3.

4C.6.3 The Work Matrix Grade of each role will be determined by identifying one or more of the highest level skills / demands / responsibilities, as set out in the Work Matrix Table in clause 4C.3.3, required for the competent performance of the role. The skills / demands / responsibilities must be a routine and ongoing part of the role; isolated or one-off demands must not be included. The employer should do this using the joint NZSTA / NZEI Te Riu Roa / Ministry of Education | Te Tāhuhu o te Mātauranga guidance provided for this purpose.

4C.6.4 A teacher aide employed for two or more distinct positions, must be placed in the appropriate Work Matrix Grade for each position.

4C.6.5 A teacher aide's pay rate can be at any point within the minimum and maximum rates of the applicable Work Matrix Grade as set out in the Teacher Aide Work Matrix Table in clause 4C.4.2. In determining the applicable pay rate the employer should also consider any particular skills and qualifications held by the teacher aide as well as any previous relevant paid or unpaid work experience.

4C.6.6 Where a teacher aide has previously been employed as a teacher aide in the education service, and the break in employment (including between employers) has been less than 12 months, based on information about their previous employment provided to the employer by the teacher aide, placement on appointment must take account of their previous service as follows:

- a. Where the skills / demands / responsibilities of the new role is within the same Work Matrix Grade as the previous role, the starting step should be at least the step they last held.
- b. The employer should also consider any particular skills and qualifications held, as well as any previous relevant paid or unpaid work experience undertaken by the teacher aide since they were last employed.

#### **4C.7 PROGRESSION WITHIN THE WORK MATRIX GRADES FOR TEACHER AIDES**

4C.7.1 Progression through steps within the minimum and maximum rates that apply to each Work Matrix Grade will occur on a teacher aide's anniversary date each year, unless the employer considers that the teacher aide has failed to meet standards of performance as assessed by the employer against the job description or written requirements for the position, and has informed the teacher aide of this in writing no later than two months prior to the progression becoming due.

4C.7.2 Notwithstanding clause 4C.7.1 above, from 17 October 2022 teacher aides who on their anniversary date have been on the maximum step of Work Matrix Grade B-C step 5 for at least 12 months, will progress to step 6, unless the employer considers the teacher aide's role remains solely within Work Matrix Grade B, and has informed the teacher aide of this decision in writing no later than two months prior to the progression becoming due, together with the reasons for that decision.

4C.7.3 A teacher aide, who has the right to representation at any stage, may request their employer reconsider their salary progression.

#### **4C.8 HOURS OF WORK**

4C.8.1 A teacher aide's hours of work are as detailed in the specific work assignment schedule appended to their letter of offer of employment.

4C.8.2 In general, these hours are worked during the school terms. However, with prior written approval from the Team Leader Learning Support or Regional Manager hours may be worked when the school is closed for instruction during term breaks if this is of benefit to the student.

4C.8.3 Teacher aides may be requested to work different patterns each week to suit the student and their parent/ supervisor as long as the total number of hours allocated to the student is neither reduced nor exceeded in each term. If such a request is made to meet the requirements of the student, then the employee must endeavour to meet those requirements.

#### **4C.9 VARIATION TO HOURS: TEACHER AIDES**

4C.9.1 Except as provided for in clause 4C.10, each time the hours of work and the weeks worked per year for permanent teacher aides are fixed by the employer, they shall be fixed by written advice to the employee for a minimum of twelve months. The hours of work and / or the weeks to be worked may be varied during the twelve-month period:

- a. where the employer and employee agree;
- b. where the employer and employee do not agree, only after following the process in clauses 4C.9.3 and 4C.9.4 below.

4C.9.2 The employer's ability to vary the hours of work and / or weeks worked per year of a teacher aide will be restricted to a maximum variation of 25% of the hours and / or weeks the employee is currently employed to work in any 12 month period. For any variation in excess of 25%, the provisions of clause 8.3 will apply. The employer and employee may agree to vary the employee's hours of work and / or weeks worked per year over and above the 25% maximum. Where this is by agreement, clause 8.3 will not apply.

#### **4C.9.3 Consultation**

Where the employer and permanent teacher aide do not agree to a variation to the hours of work and/or the weeks to be worked during the 12-month period, the employer will consult with the employee for a minimum of two weeks. The period of consultation between employee and employer will include discussions about the following:

- a. Reasons for the variation
- b. Whether the variation can be avoided or lessened
- c. In the case of reduction of hours, whether that reduction can be absorbed by attrition
- d. In the case of increase in hours and/or weeks per year, whether that increase will create any difficulties for the employee
- e. Whether in a reduction of hours there are alternative hours of work available in Te Kura, with terms and conditions no less favourable. This may involve retraining
- f. In the case of reduction in hours of work, consultation on any amendments to deliverables within the job description which will take into account the reduction in hours applicable to the employee

Any discussions during the period may involve others in the employee's team or a support person from outside the employee's team; provided that:

- a. making arrangements for the support person to participate in discussions does not delay the start of the process unreasonably (e.g. by more than 72 hours), or the continuation of the process unreasonably (e.g. by more than 24 hours on any given occasion); and
- b. both parties should be informed of who will be attending or any changes to who will be attending at least 24 hours ahead of any discussion.

Note: Support is available to both the employee and employer to provide advice and guidance if required. [NZEI Te Riu Roa and New Zealand School Trustees Assn]

4C.9.4 If, following consultation detailed in 4C.9.3 above, the employer decides to vary the employee's hours of work and/or the weeks to be worked during the upcoming 12-month period, the employer shall give the employee not less than one month's written notice of the variation, prior to it coming into effect. The consultation period and notice period are separate, consecutive periods and must not overlap.

4C.9.5 Except in exceptional circumstances (e.g., where an employee is absent on long term sick leave) this notice shall be given at such a time as to ensure it covers a period during which the employee is paid and at work. Any part of the notice period that falls during a period the school is closed for instruction for a term break will not count towards the one month's notice.

#### **4C.10 VARIATION TO HOURS: FIXED TERM TEACHER AIDES**

4C.10.1 Fixed term appointment

- a. An employee and an employer may agree that the employment of the employee will end:
  - i. at the close of a specified date or period; or
  - ii. on the occurrence of a specified event; or
  - iii. at the conclusion of a specified project.
- b. Before an employee and employer agree that the employment of the employee will end in a way specified in (a) above, the employer must:
  - i. have genuine reasons based on reasonable grounds for specifying that the employment of the employee is to end in that way; and
  - ii. 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.
- c. The following reasons are not genuine reasons for the purposes of (b)(i) above:
  - i. to exclude or limit the rights of the employee under the Employment Relations Act 2000;
  - ii. to establish the suitability of the employee for permanent employment.

4C.10.3 Hours that have been agreed to be worked in a school term must be worked in that school term and may not be carried forward to the next school term, unless prior approval is obtained from the Team Leader – Learning Support or Regional Manager.

4C.10.4 The employer will require parents/caregivers to give the teacher aide at least 24 hours' notice if the student will not be available at the agreed time. If the session cannot be rescheduled within a week the teacher aide shall be paid the hours they would otherwise have worked on that day. The employer may also make reasonable variations to the timing of the performance of duties from time to time.

4C.10.5

- a. A fixed term teacher aide whose position is funded by an external funding agency other than the Ministry of Education may have their hours or weeks of work varied at the completion of each three-month period from the date of appointment where that funding is varied by the external agency; or due to ākongā need. No hours shall be reduced under this provision before a reduction in funding by the external agency takes effect. Notice is provided to the employee of the variation as soon as this is known by the employer. The notice periods otherwise provided in this agreement shall not apply.
- b. Where the teacher aide and the employer agree, the hours of work and/or weeks to be worked may be varied during the three month period.

#### **4C.11 NOTICE/ABANDONMENT OF EMPLOYMENT: FIXED TERM TEACHER AIDES**

- 4C.11.1 Unless otherwise agreed, a fixed term teacher aide shall give the employer two weeks' written notice of termination. If the employer terminates the employee's employment before the end of the fixed term, the employer shall give the teacher aide two week's written notice of termination, except in cases of serious misconduct which may warrant summary dismissal.
- 4C.11.2 Unless terminated earlier in accordance with this Agreement, a fixed term teacher aide's employment will terminate on the termination date, on the occurrence of the specified event, or at the conclusion of the specified project set out in their letter of offer of employment. The specified event may be, for example:
- a. The funding agent ceases to provide the funded hours for the student(s) referred to in the teacher aide's letter of offer of employment; or
  - b. The student(s) referred to in the teacher aide's letter of offer of employment becoming unavailable, which may occur due to, for example:
    - the ongoing ill-health of the student,
    - the withdrawal of the student from the Te Aho o Te Kura Pounamu roll,
    - irreconcilable differences between the student, parents/caregivers and employee,
    - the parent or guardian elects not to continue to access teacher aide support, or
    - a significant change of location of the student.
  - c. The above list is not intended to be fully exhaustive of all possible reasons for the unavailability of the student and consequent termination of employment. Additionally, the occurrence of such events will not always require termination of employment. Each situation will need to be evaluated on its own facts.
- 4C.11.3 Nothing in this Agreement shall be interpreted or understood to give a fixed-term teacher aide any expectation of continued employment after the fixed term employment has come to an end.
- 4C.11.4 Where a fixed-term teacher aide is absent from work for a continuous period exceeding three working days without the consent of the employer and without good cause or without notification to the employer they shall be deemed to have terminated their employment.
- 4C.11.5 A fixed-term teacher aide shall have no entitlement to redundancy compensation in relation to the termination or expiry of a fixed term employment where effected in accordance of the provisions of this agreement and section 66 of the Employment Relations Act 2000.

## **PART 5 - LEAVE**

### **5.1 PUBLIC HOLIDAYS**

The Holidays Act 2003 shall apply except where otherwise provided.

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

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

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

- 5.1.2 In the event of a public holiday or a Board holiday falling on a Saturday or a Sunday, such holiday shall be observed on the following Monday, and in the event of another holiday falling on such Monday then the whole holiday shall be observed on the succeeding Tuesday.
- 5.1.3 Employees shall be paid for the public holidays listed in 5.1.1 above on the basis of the hours they would normally work on the day of the week on which the public holiday is observed. For the avoidance of doubt: if an employee would not normally work on a day on which a public holiday falls that employee is not entitled to be paid for that public holiday.
- 5.1.4 An employee whose employment is terminated (including expiry of a fixed term agreement) but whose final day of work is notionally extended by any annual leave holiday entitlement (in accordance with s40 of the Holidays Act 2003) to include a public holiday falling on a day normally worked would receive the relevant daily pay for that day.
- 5.1.5 Except as provided in 5.1.3 and 5.1.4 above, it is not intended that an employee specifically on leave without pay would be eligible for a paid public holiday.
- 5.1.6 An employee who is required to work on a public holiday shall be paid at the rate of time and one half of their relevant daily pay for all time worked. If the public holiday the employee works on is a day that would otherwise be a working day for the employee, the employee shall be entitled to a paid alternative holiday to be taken at a subsequent mutually agreed date.

### **5.2 ANNUAL LEAVE**

- 5.2.1 The employee shall be entitled to 4 weeks paid leave for the purposes of annual leave in addition to public and Board holidays. Such leave shall be taken at any time during the year but subject to the employer's operational requirements.
- 5.2.2 For those employees employed under Part 4C all annual leave shall be taken at a time in which the school is officially closed for instruction during term breaks (unless there is, or has been, agreement by the employer to do otherwise).
- 5.2.3 Employees engaged on a part time basis for less than 52 weeks of the year are entitled to the equivalent of four weeks' annual leave. Payment for the leave

entitlement is to be made in accordance with the Holidays Act and at the commencement of the Christmas break.

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

### **5.3 SICK LEAVE**

5.3.1 Employees shall be entitled to ten working days sick leave per annum. That full annual sick leave entitlement shall be prorated for fixed term employees engaged for less than 6 months according to the length of their term of employment e.g. entitlement of an employee engaged for three months fixed term is 2.5 days, provided that their entitlement shall not be less than that contained in the Holidays Act 2003. Employees shall be entitled to anticipate up to five days of their next entitlement.

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

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

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

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

### **5.4 DOMESTIC LEAVE**

5.4.1 The employer shall grant an employee leave on pay as a charge against their sick leave entitlement when the employee is absent from work to attend to a person dependent on the employee.

5.4.2 Employees working part time shall be entitled also to take that time off to attend to a dependent who is sick.

5.4.3 The production of a medical certificate from a registered health practitioner or other evidence of their illness may be required.

5.4.4 Employees are referred to the Parental Leave clause should they wish to take leave in the event of the birth or adoption of a child by an employee or an employee's partner. Domestic leave is not to be used.

### **5.5 PARENTAL LEAVE**

5.5.1 Parental leave shall be allowed in accordance with the requirements and provisions of the Parental Leave and Employment Protection Act 1987 (PLEPA).

5.5.2 The PLEPA provides that on written application an employee shall be entitled to unpaid parental leave provided that:

- (a) The employee has worked for the employer for the immediately preceding six months before the expected date of delivery or the date of adoption; and
- (b) The employee has worked at least 10 hours per week during that period.

- 5.5.3 Parental Leave is:
- (a) Paid parental leave of up to 26 weeks;
  - (b) Special leave of up to 10 days;
  - (c) Partners leave of up to 2 weeks; and
  - (d) Extended leave of up to 52 weeks.
- 5.5.4 When a staffing surplus is declared involving a position that is usually occupied by an employee who is on parental leave, then the deployment provisions that would apply to other staff members who are part of the same surplus will apply.
- 5.5.5 An employee on parental leave must be notified if their position is to be disestablished as a result of surplus staffing and will be consulted as if they were still working.
- 5.5.6 On returning from parental leave the employee is entitled to resume work in the same or similar position to the one they occupied at the time of commencing parental leave.

## **5.6 BEREAVEMENT/TANGIHANGA LEAVE**

- 5.6.1 An employee shall be granted bereavement/tangihanga leave on full pay to allow a reasonable opportunity for the employee to discharge their obligations and/or to pay their respects to a deceased person with whom they have had a close association. The entitlement to this leave extends to the death of any members of the employee's family, or person who, because of particular cultural requirements on the employee, is obliged to attend to as a part of a tangihanga or its equivalent.
- 5.6.2 In exercising its discretion to grant this leave, and in fixing the length of leave the employer must discharge its obligations in a culturally sensitive manner taking into account the following:
- (a) The closeness of the association between the employee and the deceased
  - (b) The responsibilities of the employee for any or all of the arrangements for the ceremonies resulting from the death
  - (c) The amount of time needed properly to discharge any responsibilities or obligations by an employee
  - (d) Reasonable travelling time, provided that the employer need not take into account total travelling time where an employee must attend a funeral overseas.
- However, any decision regarding the length of bereavement leave will be no less than the minimum amounts set out by s70 Holidays Act 2003.

### Notes:

- (i) The minimum entitlement prescribed in the Holidays Act 2003 for a bereavement on the death of the employee's spouse, parent, child (including by miscarriage or stillbirth), brother or sister, grandparent, grandchild or spouse's parent is three days' paid leave.
  - (ii) The minimum entitlement prescribed in the Holidays Act 2003 for a bereavement on the death of any other person where obligations such as those in clause 5.6.1 exist is one day.
- 5.6.3 The employer's decision on this leave and the length of such leave will be made as quickly as possible so that the employee is given maximum time possible to make any arrangements necessary. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary. If paid leave is not appropriate then leave without pay shall be granted, but as a last resort, and not where it undermines the entitlements to paid leave outlined in Notes (i) and (ii).
- 5.6.4 Bereavement while absent on leave
- (a) Where an employee is absent on annual leave and a bereavement occurs the employer shall be notified and will determine the number of days of bereavement leave to be granted in accordance with clause 5.6.2 above. The days shall replace the annual leave.

- (b) If bereavement leave is sought while an employee is absent on sick leave or any other leave with pay, the employer may agree to such leave being interrupted and bereavement leave being granted in its place.
- (c) The above provisions will not apply if the employee is on leave without pay.

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

## **5.7 PROFESSIONAL DEVELOPMENT**

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

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

5.7.3 Subject to 5.7.6, the employer may require an employee covered by this agreement to attend professional development opportunities for up to five days in each calendar year. The identification of such opportunities is likely to arise from the process referred to in 5.7.2.

5.7.4 The most appropriate opportunities may be within or outside of the employee's normal working hours. When considering such opportunities, the employer will give every reasonable regard to the employee's external responsibilities and commitments.

5.7.5 Where the employee considers that they are not being provided with an appropriate professional development opportunity through the process referred to in 5.7.2, the employee may apply to the Chief Executive or their delegate to have their attendance at a particular course approved and reimbursed in accordance with this clause. Such approval will be at the discretion of the Chief Executive or their delegate based on the principles expressed in this clause (5.7).

5.7.6 Where professional development occurs outside of work hours or on a day not normally worked, the employee shall receive full pay for the time spent at the course, including reasonable travelling time, for a maximum of eight hours per day. In addition the course costs and reasonable expenses shall be met by the employer. A minimum of four weeks' notice of any such course will be given to the employee.

5.7.7 Where professional development occurs on a day or days the employee would normally work, the employee will be entitled to have course costs and reasonable expenses paid by the employer in addition to normal wages for the day. Where the course length, including reasonable travelling time, exceeds the hours normally worked on the day, those additional hours shall also be on full pay to a maximum of eight.

5.7.8 Where the employer requires the employee to use their own vehicle reasonable expenses shall be as per 6.1. The applicable rate for mileage payments is as per the Inland Revenue guidelines.

5.7.9 The overtime provisions in this agreement shall not apply to the time spent on professional development.

## **5.8 EMPLOYMENT RELATIONS EDUCATION LEAVE**

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

## **5.9 OTHER LEAVE**

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

## **5.10 FAMILY VIOLENCE LEAVE**

5.10.1 Family Violence Leave as provided for by the Holidays Act 2003 is in addition to other leave allowances within the collective agreement.

5.10.2 More information about Family Violence Leave can be found on Te Kura's Policy Framework home page and at [www.employment.govt.nz](http://www.employment.govt.nz).

## **5.11 DISREGARDED SICK LEAVE**

5.11.1 Disregarded sick leave will be granted where the employer is satisfied that the employee has contracted a notifiable infectious disease listed in Part 1 of Schedule 1 of the Health Act 1956, and is either:

- a. complying with a written request or direction from a Medical Officer of Health to refrain from attending work for a specified period, or
- b. is otherwise prevented from attending work by a relevant Public Health Order or a similar type of legislation.

5.11.2 The employee shall produce:

- a. medical certificate or other evidence of illness, as required by their employer, for absences exceeding two days; and
- b. evidence of the written request or direction from the Medical Officer of Health or a copy of the relevant Public Health Order.

5.11.3 The maximum number of days of sick leave that can be disregarded is the lesser of:

- a. The period specified by the Medical Officer of Health or the relevant Public Health Order; or
- b. The number of days of paid sick leave available to the employee on the day prior to the first day of the period specified by the Medical Officer of Health or Public Health Order.

5.11.4 Where paid sick leave has been deducted for any period subsequently granted as disregarded sick leave under clause 5.11.1 above, the sick leave will be reinstated.

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

### **6.1 EXPENSES**

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

### **6.2 HIGHER DUTIES ALLOWANCE**

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

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

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

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

### **6.3 TIAKI ALLOWANCE**

6.3.1 Where an employee who routinely undertakes work set out in the Teacher Aide Work Matrix Table, whether designated as a Teacher Aide or not, is required to provide personal care by cleaning up a student soiled with vomit, excreta, urine, or blood (other than blood associated with minor cuts and abrasions and minor nose bleeds), the employee shall be paid one of the following two allowances:

- (a) where the personal care is required as part of the employee's ongoing responsibilities and occurs at least once per day or five times in any week, the employee shall be paid an hourly allowance at the rate of 10% of step 5 of Grade B-C of the teacher Aide Pay Rates set out in clause 4C.4.2.
- (b) where the personal care is required in the course of the employee's duties on an occasional or one-off basis, the employee shall be paid an allowance of \$4.95 per incident to a maximum payable of once per day.

6.3.2 No employee will receive more than one Tiaki allowance at any point in time.

Note: The hourly allowance in 6.3.1(a) shall be paid for all hours worked, regardless of whether cleaning of bodily fluids is actually required. For example, it is payable when a child requiring personal care is absent so the employee in receipt of the allowance does not have to perform this work.

Note: The current Tiaki allowance set out in clause 6.3.1(a) will be \$2.86 per hour on signing, increasing to \$2.96 per hour from 1 December 2023.

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

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

- 7.1.1 The equal employment opportunities and good employer provisions of the Education and Training Act 2020 apply.
- 7.1.2 The Ministry of Education | Te Tāhuhu o te Mātauranga and NZEI Te Riu Roa agree with the Government's aspiration in the Pay and Employment Equity Plan of Action that remuneration, job choice, and job opportunities in the state education sector should not be affected by gender.
- 7.1.3 The employer recognises its responsibility as a good employer to have practices in place that ensure fair and just treatment for all employees. The employer is committed to providing a supportive and safe working environment which is free from discriminatory practices and harassment. Te Kura has a policy and mechanisms in place if employees believe they have been subject to any form of discrimination and/or harassment. Information is held on Te Kura's intranet site.

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

- 7.2.1 Attention is drawn to the provisions of the Health and Safety at Work Act 2015. More information on this Act is available on the school's intranet site. Te Kura is committed to ensuring that all employees go home from work healthy and safe. This is evident through:
- regular meetings of the Health and Safety Committee which contributes to the development of sound health and safety policy and procedures,
  - annual health and safety initiatives such as flu vaccinations, and
  - free and confidential access to the school's employee assistance programme.
- 7.2.2 Attention is also drawn to the policies and procedures adopted by Te Kura in relation to its commitment to health and safety as outlined on the intranet.
- 7.2.3 The employer will provide protective clothing where necessary.
- 7.2.4 Where an employee (excluding a nurse aide or nurse) holds a current first aid certificate or recognised nursing qualification and is a designated first aider in Te Kura, such an employee shall be paid an allowance of 35 cents per hour while so designated. The employer shall meet the actual and reasonable costs of obtaining and renewing a first aid certificate from a recognised provider for a designated first aider.
- 7.2.5 The parties agree to comply with the Code of Practice for Visual Display Units (VDU) issued by Worksafe, Ministry of Business, Innovation and Employment.
- 7.2.6 Eye Tests – any permanent employee whose regular weekly hours of work are not less than 20 and who is required to work on a VDU at least 50% of their normal working time shall be entitled to an eye test biennially or as required at the employer's discretion and expense.
- (a) If the test discloses that prescription lenses are required for the normal viewing distance of a VDU, or that an eyesight problem has been created or worsened by a VDU, then the actual and reasonable cost of the lenses will be met by the employer. The employer will also meet the actual and reasonable cost of spectacle frames where the employee requires prescription lenses for the first time. The cost to Te Kura shall not exceed \$400 biennially for any individual, as reflected in the policy of Te Kura.

- (b) If the employee chooses contact lenses the employer will meet the costs only up to the level required to be met under (a) above.

### **7.3 EMPLOYEE ASSISTANCE**

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

### **7.4 VACANCIES AND APPOINTMENTS**

- 7.4.1 Where an employer intends to fill a position that is vacant in Te Kura (other than with a fixed term employee) the employer shall wherever practicable, notify or advertise the vacancy in a manner sufficient to enable suitably qualified persons to apply for the position.
- 7.4.2 Attention is drawn to section 603 of the Education and Training Act in so far as it provides that the person best suited to the position shall be appointed.
- 7.4.3 Every appointee to a vacancy shall be notified in writing of:
- (a) the appointment; and
  - (b) the salary to be paid; and
  - (c) the hours and weeks to be worked; and
  - (d) the purpose and /or duration of employment if the appointment is to a fixed term position.

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

- 7.5.1 An employee who resigned to care for pre-school children may apply for re-employment under preferential provisions provided that:
- (a) The absence does not exceed four years from the date of resignation or, five years from the date of cessation of duties to take up parental leave.
  - (b) The applicant must:
    - Produce a birth certificate for the pre-school child;
    - Sign a statutory declaration to the effect that absence has been due to the care of a pre-school child and paid employment has not been entered into for more than 15 hours per week or other income received during that absence.
- Note: Where paid employment has been entered into for substantially more than 15 hours per week, or other income earned at a rate in excess of a weekly average equivalent to 15 hours, eligibility for re-entry under these provisions will be at the discretion of the employer.
- (c) An applicant seeking re-employment with the employer should give at least 3 months' notice and renew that notice at least one month before the date they

wish to return to work, or one month before the expiry of the period in (a), whichever is the earlier.

- 7.5.2 Where the applicant meets all the provisions of clause 7.5.1 above and, at the time of application:
- (a) has the necessary skills to competently fill a vacancy which is available; and
  - (b) the position is substantially the same in character and at the same or lower salary and grading as the position previously held,
- then the applicant under these provisions is to be appointed in preference to any other applicant for the position.
- 7.5.3 Absence for childcare reasons will interrupt service but not break it. The period of absence will not count as service for the purposes of sick leave or annual leave or any other leave entitlement.
- 7.5.4 If an applicant under these provisions is not appointed to any position within three months after the expiry of the period in clause 7.5.1(a) the benefits of these provisions will lapse.

## **7.6 UNION MATTERS**

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

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

Note: The following clauses from Part 8 do not apply to fixed term employees to whom Part 4C applies: clause 8.1; clause 8.3; clause 8.4.

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

8.1.1 Unless otherwise agreed, the employee shall give the employer one month's notice of termination and the employer shall give the employee one month's notice of termination, or if mutually agreed a payment in lieu of notice, except in cases of serious misconduct which may warrant instant dismissal.

8.1.2 Where an employee is absent from work for a continuous period exceeding three working days without the consent of the employer and without good cause or without notification to the employer they shall be deemed to have terminated their employment.

### **8.2 DISCIPLINE AND DISMISSAL**

8.2.1 The following principles are to be followed when dealing with disciplinary matters:

- (a) The employee must be advised of their right to request union assistance and/or representation at any stage.
- (b) The employee must be advised of the specific matter(s) causing concern and a reasonable opportunity provided for the employee to state any reasons or explanations.
- (c) The employee must be advised of the corrective action required to amend their conduct and given a reasonable opportunity to do so.
- (d) Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by management.
- (e) Depending upon the seriousness of the misconduct an oral warning should usually precede a written warning.
- (f) The process and results of any disciplinary action is to be recorded in writing, sighted by the employee and placed on their personal file.
- (g) If the offence is sufficiently serious an employee is to be placed on suspension pending an investigation under (d).
- (h) An employee aggrieved by any action taken by an employer must be advised on their right to pursue a grievance in terms of the personal grievance procedure.

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

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

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

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

- the reorganisation or review of work;
- staffing or work practices relevant to the individual employee; or

- merger, change of status or closure of Te Kura, or the sale or transfer of all or part of Te Kura.

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

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

8.3.6 A suitable alternative position would be one which:

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

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

8.3.7 Where the employer offers the employee a position, which is not a suitable alternative position, a salary protection package shall be negotiated if the position attracts a lower salary rate. The duration of the salary protection package will be negotiated between the parties; however, it shall not be for a period greater than two years. If the employee accepts the position they will not be entitled to a redundancy payment.

8.3.8 Employees who are not redeployed to another position shall be given a minimum of one month's written notice of termination of employment.

8.3.9 During the notice period both the employer and the employee shall make reasonable efforts to locate alternative employment for the employee. The employer will provide reasonable paid time to attend interviews where the employee has obtained the employer's prior approval (which shall not be unreasonably withheld).

## 8.4 REDUNDANCY PAYMENT

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

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

*"Continuous service" means service at Te Kura.*

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

- in paid employment; or*
- in receipt of a state benefit; or*

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

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

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

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

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

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

- 10 percent of total ordinary pay for the preceding 12 months; and
- 4 percent of total ordinary pay for the preceding 12 months multiplied by the number of years of continuous service minus one, up to a maximum of 15; and
- 0.333 percent of total ordinary pay for the preceding 12 months multiplied by the number of completed months in addition to completed years of service, provided total service is less than 16 years; and
- 5 percent of total ordinary pay for the preceding 12 months multiplied by the number of years of continuous service between 16 and 19 years; and
- 0.416 percent of total ordinary pay for the preceding 12 months multiplied by the number of completed months in addition to completed years of continuous service provided total service in years is between 16 and 19 and less than 20 years.

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

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

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

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

Years	0 mths	2 mths	4 mths	6 mths	8 mths	10 mths
25	65	66	66	67	68	69
26	69	70	71	71	72	73
27	74	74	75	76	76	77
28	78	79	79	80	81	81
29	82	83	84	84	85	86
30	86	87	88	89	89	90
31	91	91	92	93	94	94
32	95	96	96	97	98	99
33	99	100	101	101	102	103

34	104	104	105	106	106	107
35	108	109	109	110	111	111
36	112	113	114	114	115	116
37	116	117	118	119	119	120
38	121	121	122	123	124	125
39	125	126	126	127	128	129
40	131					

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

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

## **8.5 EMPLOYEE PROTECTION PROVISIONS**

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

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

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

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

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

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

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

### **9.1 EMPLOYMENT RELATIONSHIP PROBLEMS**

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

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

The employee and employer should first make a reasonable effort to discuss the problem and settle it by mutual agreement. (If it's a personal grievance, it must first be raised with the employer and within 90 days, or within 12 months if it is about sexual harassment. - Personal Grievances are explained further below).

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

### **9.3 PERSONAL GRIEVANCES**

A personal grievance is a particular type of employment relationship problem that normally must be raised with the employer within 90 days of the grievance arising. In the case of personal grievances for sexual harassment, this must be raised within 12 months of the date that the act is alleged to have taken place or when the act came to the notice of the employee (whichever is later).

An employee may have a personal grievance where:

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

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

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

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

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

## 9.4 EMPLOYMENT RELATIONS SERVICES AVAILABLE

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

- **An information service**

This is free. It is available by contacting the Ministry of Business, Innovation and Employment or by phoning toll free 0800 20 90 20. The Ministry of Business, Innovation and Employment's Employment Relations Service internet address is <https://www.employment.govt.nz/about/contact-us/> and can be contacted by e-mail at <https://www.employment.govt.nz/about/email-us/>.

- **The Mediation Service**

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

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

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

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

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

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

- **The Employment Relations Authority**

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

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

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

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

## **PART 10 - SAVINGS CLAUSE**

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

## **SIGNATORIES**

This collective agreement has been signed by the duly authorised representatives on behalf of the parties on **31 July 2023**.

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Tim Day  
- for the Secretary for Education

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Joschka Hoffman  
- for the New Zealand Educational Institute Te Riu Roa

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Witnessed by Courtenay Parkes  
- for Te Aho o Te Kura Pounamu

## SCHEDULE A – PRIOR ENTITLEMENTS

### RETIRING LEAVE

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

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

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

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

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

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

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

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

**Medical Retirements**

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

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

**Grant in Lieu of Retiring Leave**

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

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

## RESIGNING LEAVE

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

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

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

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

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

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

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

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

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

## **MEMORANDUM OF UNDERSTANDING**

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

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

## APPENDIX A – PRINCIPLES FOR DETERMINING COVERAGE

### Overarching Principles:

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

### Principles determining collective agreement coverage:

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

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

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

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

## Appendix B: TRANSLATION TO NEW ADMINISTRATION SUPPORT STAFF RATES

- Administration support staff who were employed under this Agreement on or after 20 August 2021 will translate to the applicable pay equity rate based on the step or steps held from 20 August 2021, as set out in the table below:

Current Grade and Step	Current Annual Rate	Translation Grade	Translation Step	Translation Rate
A1	\$45,421	1	1	\$47,320
B1	\$45,421	2	2	\$50,710
B2	\$46,072	2	4	\$54,104
B3	\$47,251	3	6	\$56,720
B4	\$48,432	3	6	\$56,720
B5	\$49,615	3	7	\$58,029
B6	\$50,795	3	7	\$58,029
B7	\$51,978	3	8	\$59,337
B8	\$53,023	4	10	\$62,936
B9	\$54,381	4	10	\$62,936
B-RR	above \$54,381 up to \$59,819	4	11	\$64,735
Max	\$59,819	4	11	\$64,735
C1	\$55,359	5	1	\$70,990
C2	\$56,898	5	2	\$73,611
C3	\$58,436	5	2	\$73,611
C4	\$59,975	5	3	\$76,211
C5	\$61,509	5	4	\$78,811
C6	\$63,493	5	5	\$81,411
C7	\$65,207	5	6	\$84,011
C-RR	above \$65,207 up to \$68,100	5	6	\$84,011
	\$68,100 up to \$75,504	5	7	\$86,616
Max	\$75,504	5	7	\$86,616
D1	\$68,193	6	1	\$88,629
D2	\$70,088	6	1	\$88,629
D3	\$71,982	6	2	\$90,646
D4	\$73,875	6	2	\$90,646
D5	\$75,771	6	3	\$92,643
D6	\$77,308	6	3	\$92,643
D7	\$78,757	6	4	\$94,661
D-RR	Employees in these range of rates will translate to the nearest higher step between Grade 6, step 4 and Grade 7, step 6			
Max	\$103,030	7	6	\$115,688

- Executive Managers, who at the date prior to the pay equity rates coming into effect, are paid above \$103,030 and up to \$115,688 per annum will translate to \$115,688 per annum.
- There is no pay equity correction required for Executive Managers, who at the date prior to the pay equity rates come into effect, are paid above \$115,688 per annum.

4. Administration support staff whose hourly rate upon translation exceeds the applicable Work Matrix maximum hourly rate will retain that higher rate.
5. These increases are additional to, not a replacement for, annual progression under clause 4A.5.