# Community Education Collective Agreement 2025 – 2028

Between the Secretary for Education and the New Zealand Post Primary Teachers' Association

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#### **Part 1: Application**

#### 1.1 Parties to this Agreement

The parties to this agreement are the Secretary for Education, acting under delegation from the Public Service Commissioner made under Clause 6 of Schedule 3 of the Public Service Act 2020 and under Section 586 (5) of the Education and Training Act 2020, and the New Zealand Post Primary Teachers' Association Te Wehengarua (hereafter "the NZPPTA" or "the Union").

#### 1.2 Application of this Agreement

This agreement will be binding on:

- Each employee defined in the coverage clause ("the employee"), who is employed by a school board of a state or state integrated school (excluding the Correspondence School) and who is, or who becomes, a member of the NZPPTA and who is entitled under the Employment Relations Act 2000 to be bound by this agreement.
- Each school board (or Commissioner, where relevant) of a state or state integrated school (excluding the Correspondence School), hereafter referred to as "the employer", that employs an employee that is bound or entitled to be bound by this agreement.

#### 1.3 Coverage

This collective agreement covers work undertaken by:

- (i) tutors, coordinators, professional supervisors and coordinator assistants (as those terms are defined in this agreement) employed by school boards in the provision of adult and community education (ACE), and
- (ii) tutors, coordinators, professional supervisors and coordinator assistants (as those terms are defined in this agreement) employed by school boards in the provision of Ministry of Education | Te Tāhuhu o te Mātauranga funded out of hours music and art programmes for children in Year 1–8 (OOHMA).

#### 1.4 Employees Bound Subsequent to Settlement

- 1.4.1 New employees whose work falls within the coverage clause of this agreement will, under the Employment Relations Act 2000, be advised of the existence of this collective agreement and be offered the opportunity to join the NZPPTA and thereby become bound by this collective agreement.
- 1.4.2 Employees whose work falls within the coverage clause and who join the NZPPTA subsequent to the date on which this agreement is signed and thereby become bound by this agreement will only be entitled to have the provisions of this agreement apply to them from the date on which they joined the NZPPTA.

#### 1.5 Variations

The parties agree that the terms and conditions of this agreement may be varied by written agreement between the NZPPTA on behalf of its members, and the Secretary for Education, acting under delegation from the Public Service Commissioner made under Clause 6 of Schedule 3 of the Public Service Act 2020.

#### 1.6 Term of this Agreement

This agreement will come into effect from 28 November 2025 and will continue in force until 28 January 2028.

#### 1.7 Appointments

The parties recognise the strong predominance of fixed term employment under the agreement, however, for every appointment an employer is required to determine whether it is fixed term or permanent, applying section 66 of the Employment Relations Act as printed below:

- 66 Fixed term employment
- (1) An employee and an employer may agree that the employment of the employee will end—
  - (a) at the close of a specified date or period; or on the occurrence of a specified event; or
  - (b) at the conclusion of a specified project.
- (2) Before an employee and employer agree that the employment of the employee will end in a way specified in subsection (1), the employer must—
  - (a) have genuine reasons based on reasonable grounds for specifying that the employment of the employee is to end in that way; and
  - (b) advise the employee of when or how their employment will end and the reasons for their employment ending in that way.
- (3) The following reasons are not genuine reasons for the purposes of subsection (2)(a):
  - (a) to exclude or limit the rights of the employee under this Act:
  - (b) to establish the suitability of the employee for permanent employment
  - (c) to exclude or limit the rights of an employee under the Holidays Act 2003.
- (4) If an employee and an employer agree that the employment of the employee will end in a way specified in subsection (1), the employee's employment agreement must state in writing:
  - (a) the way in which the employment will end; and
  - (b) the reasons for ending the employment in that way.
- (5) Failure to comply with subsection (4), including failure to comply because the reasons for ending the employment are not genuine reasons based on reasonable grounds, does not affect the validity of the employment agreement between the employee and the employer.
- (6) However, if the employer does not comply with subsection (4), the employer may not rely on any term agreed under subsection (1):
  - (a) to end the employee's employment if the employee elects, at any time, to treat that term as ineffective; or
  - (b) as having been effective to end the employee's employment, if the former employee elects to treat that term as ineffective.

#### **Part 2: Role Definitions**

For the purposes of this agreement the roles covered are defined as below, regardless of the titles used by individual employers.

ACE is an abbreviation of Adult and Community Education.

**OOHMA** is an abbreviation of Out of Hours Music and Art.

A **Coordinator** is a person employed to coordinate a programme of community education courses or out of hours music and art run by a school board or boards of a state or state integrated school or schools.

#### A **Teaching Coordinator** is a coordinator, who either:

- is employed concurrently as a teacher within the same school under the terms of the applicable teacher's collective agreement, or
- was previously employed as a teaching coordinator within that school and continues as a coordinator even though they no longer teach classes within the school.

A **Non-teaching Coordinator** is a coordinator who is not a teaching coordinator and is graded as follows.

- Level One: administers and coordinates the community education/OOHMA
- programme on a day-to-day basis.
- Level Two: in addition to the Level One duties has a strategic focus including significant community liaison and marketing, and may include professional leadership.
- Level Three: in addition to the Level Two duties and responsibilities, involves:
  - professional leadership in the development of ACE or OOHMA networks; and
  - identifying and meeting wider community needs; and
  - responsibility for the professional development of tutors and others within the ACE or OOHMA sector.

A **Professional Supervisor** assists the coordinator and their duties include the assessment of, coaching of, and providing guidance to tutors.

A **Coordinator Assistant** assists the coordinator and their duties do not include the assessment of, coaching of, and providing guidance to tutors.

A **Tutor** instructs a class or a course which is part of an ACE or OOHMA programme.

#### **Part 3: Remuneration**

The Administration Support Staff Pay Equity Claim Settlement covers the work of **Non-Teaching Coordinators** and **Coordinator Assistants** who routinely undertake the work described in the Work Matrix Table set out in clause 3.6. Terms and conditions from the settlement have been included in this agreement where they apply to these roles. How existing Non-Teaching Coordinators and Coordinator Assistants will be translated to the new pay rates and how backdated pay rates will apply is detailed in **Appendix A**.

#### 3.1 Hours of Work

Employees will be paid for all hours required to perform their role, as agreed by the employer and employee. The employee's step or grade (if applicable) and their hours will be recorded in writing at the time of employment and set in accordance with the requirements of the role. Any subsequent agreed changes to hours of work will be recorded in writing.

In addition to tuition, examples of role requirements to be counted towards the paid hours of tutors include:

- Lesson planning and preparation
- Preparation of resources
- Administration, meetings, and reporting
- Student activities, including examination preparation

#### 3.2 Tutors

#### 3.2.1 The minimum hourly rates for tutors are as follows:

Step	Effective 1 December 2023	Effective 26 November 2025	Effective 26 November 2026
1	\$35.52	\$36.23	\$36.88
2	\$46.52	\$47.45	\$48.30

#### 3.2.2 Application of salaries – ACE

- (a) An ACE tutor will be placed on step 1 unless:
  - (i) The tutor satisfies the coordinator that they have either successfully completed a recognised course in the tutoring of adults, or holds a Diploma of Teaching, and has at least 100 hours of adult tutoring experience; or
  - (ii) The tutor has completed 200 hours of ACE tutoring.
  - (iii) The tutor was placed on step 2 of the salary scale prior to this agreement coming into force.

Where (i), (ii) or (iii) above apply, a tutor will be placed on step 2.

(b) Subject to verification, other experience of tutoring students (including in continuing education programmes, polytechnics, universities, colleges of education, and equivalent organisations either in New Zealand or overseas) will be considered as relevant experience for placement on step 2 under clause 3.2.2(a)(i) and (ii).

**Note:** Where an ACE tutor is also a fully registered teacher nothing in clause 3.2.2 (a) (i) will prevent an employer choosing to place that teacher on step 2.

#### 3.2.3 Application of salaries – OOHMA

- (a) An OOHMA tutor will be placed on step 1 unless
  - The tutor satisfies the coordinator that they hold a Diploma of Teaching, and has at least 100 hours of tutoring experience with children (tutoring experience includes private or community music and arts teaching); or
  - (ii) The tutor has completed 200 hours of OOHMA tutoring; or
  - (iii) The tutor was placed on step 2 of the salary scale prior to this agreement coming into force.

Where (i), (ii) or (iii) apply, a tutor will be placed on step 2.

**Note:** Where a tutor is also a fully registered teacher nothing in 3.2.3 (a)(i) shall prevent an employer choosing to place that teacher on step 2.

#### 3.2.4 Cancelled classes

- (a) **Cancelled ACE classes** –Tutors of ACE classes that are cancelled because no students attend will be paid for one hour only regardless of the normal duration of the class. If the tutor is notified at least twenty-four hours beforehand of the cancellation of the class, no payment will be made.
- (b) Cancelled OOHMA classes The payment of tutors for OOHMA classes that are cancelled and subsequently rescheduled will be made as usual and not delayed to the date of the rescheduled class.

#### 3.3 Professional Supervisors

The professional supervisors' minimum hourly rate of pay is as follows:

Effective	Effective	Effective
1 December 2023	26 November 2025	26 November 2026
\$52.34	\$53.39	\$54.35

#### 3.4 Coordinators

Teaching Coordinators in all ACE programmes will (except as provided in clause 3.4.2) be given a time allowance based on the size of their position, as set out below:

Size of position	Time Allowance
(Full-time equivalent)	(Weekly teaching half days per school year)
0.1	1
0.2	2
0.3	3
0.4	4
0.5	5
0.6	6
0.7	7
0.8	8
0.9	9
1.0 (FT)	10

- **Note 1**: The above time allowances for a teaching coordinator are based on a teacher's weekly timetabled hours (e.g., 25 hours per week in the Secondary Teachers' Collective Agreement, see clause 5.2.2).
- 3.4.2 The remuneration rates (and related time allowance) for a **Teaching Coordinator** who is no longer employed as a teacher within the school are the relevant rates within the applicable teachers' collective agreement. That employee's other conditions are as per this agreement (including Clause 10.3) except where more advantageous conditions are agreed in writing with the employer.
- 3.4.3 The Administration Staff Pay Equity Claim Settlement covers the work of **Non-Teaching Coordinators** who routinely undertake the work described in the Work Matrix Table set out in clause 3.6 below. The following pay rates will apply to **Non-Teaching Coordinators** (see Part 2, Role Definitions). Employers may agree a pay rate above the stated rate (Level Two Non-Teaching Coordinators) or above the maximum rate for the applicable Grade (Level One and Three Non-Teaching Coordinators) specified in the pay rate tables below:

Role Level	Work Matrix Grade	Step	Effective 1 December 2023	Effective 26 November 2025	Effective 26 November 2026
	3	8	\$31.41	\$32.01	\$32.41
		9	\$32.27	\$32.87	\$33.27
Level One		10	\$33.15	\$33.75	\$34.15
Non-teaching Coordinator	4	11	\$34.03	\$34.63	\$35.03
		12	\$34.93	\$35.53	\$35.93
		13	\$35.85	\$36.45	\$36.85
Level Two Non-teaching Coordinator*			\$36.27	\$37.00	\$37.66
		5	\$87,973	\$89,221	\$90,053
	5	6	\$90,651	\$91,899	\$92,731
Level Three		7	\$93,334	\$94,582	\$95,414
Non-teaching		1	\$95,408	\$96,656	\$97,488
Coordinator	6	2	\$97,485	\$98,733	\$99,565
	6	3	\$99,542	\$100,790	\$101,622
		4	\$101,621	\$102,869	\$103,701

\*Note: As a result of the application of the Administration Support Staff Pay Equity Claim Settlement (settled 4 July 2022), the work of Level Two Non-Teaching Coordinators aligns with Grade 4 of the Administration Support Staff Pay Equity Claim Settlement work matrix (see clause 3.6 below). At the date prior to the pay equity rates coming into effect, the pay rate for Level Two Non-Teaching Coordinators was above the top step rate for work matrix Grade 4 under the pay equity claim settlement.

3.4.4 In addition to the time allowances/salary outlined in clause 3.4.1 and the rate specified in clause 3.4.3, the ACE coordinator with overall responsibility for the programme will be entitled to receive a responsibility allowance paid at the rate set out in the table below unless they hold a permanent or fixed term unit or units (or 3R payments) for ACE which exceed the relevant payment listed below:

Annual allowance Current rate	Size of position (Full-time equivalent)
\$545	0.1
\$1,089	0.2
\$1,361	0.3
\$1,634	0.4
\$2,178	0.5
\$3,266	0.6
\$3,811	0.7
\$4,900	0.8
\$5,989	0.9 – 1.0

#### 3.5 Coordinator Assistants

3.5.1 The Administration Support Staff Pay Equity Claim Settlement covers the work of **Coordinator Assistants** who routinely undertake the work described in the Work Matrix Table set out in clause 3.6 below. The following pay rates will apply to Coordinator Assistants. Employers may agree a pay rate above the stated maximum rate for the applicable Grade specified in the pay rate tables below.

	Work Matrix Grade	Step	Effective 1 December 2023	Effective 26 November 2025	Effective 26 November 2026
	2	4	\$28.89	\$29.49	\$29.89
		5	\$29.52	\$30.12	\$30.52
	3	6	\$30.15	\$30.75	\$31.15
Coordinator	3	7	\$30.78	\$31.38	\$31.78
Assistant		8	\$31.41	\$32.01	\$32.41
		9	\$32.27	\$32.87	\$33.27
		10	\$33.15	\$33.75	\$34.15
	4	11	\$34.03	\$34.63	\$35.03
		12	\$34.93	\$35.53	\$35.93
		13	\$35.85	\$36.45	\$36.85

#### 3.6 Work Matrix for Non-Teaching Coordinators and Coordinator Assistants

3.6.1 The following Work Matrix Table was included in the Administration Support Staff Pay Equity Claim Settlement. The Work Matrix Table sets out the most common skills, responsibilities and demands that apply to Non-Teaching Coordinators and Coordinator Assistants working within Grades 2 to 6.

3.6.2 Grades 3 to 6 of the Work Matrix Table apply to Non-Teaching Coordinators and Grades 2 to 4 of the Work Matrix Table apply to Coordinator Assistants who, however designated or described, routinely undertake the work described in that table. The Work Matrix Table applies from 20 August 2021.

Grade	General Description	Elements				
	Skills and knowledge	Develops the experience to consider the most appropriate process				
	required to carry out	or procedure to follow to take account of changing work				
	general office work,	circumstances.				
	involving varied	Responsible for own work under limited supervision.				
	routine and non-	Applies interpretation and judgement to solve problems within				
	routine procedures.	established policies and procedures.				
2		The role has frequent interactions with others inside and outside				
		the school.				
		Active listening, patience, discretion and tact will be required and				
		persuasion may be necessary from time to time.				
		Difficult situations are generally referred up.				
		Provides occasional mentoring or short-term supervision.				
	Specialised skills and	The role has substantial independence on a day-to-day basis and				
	in-depth knowledge	will use initiative to identify and resolve problems that may be				
	of more complex	complex or unusual.				
	methods and	Receives or provides complex or sensitive information and may				
3	processes to provide	have to utilise a range of different approaches to ensure				
	multi-faceted or	understanding.				
	confidential services.	Persuasion, influencing and negotiation may be required to diffuse				
		difficult situations.				
		Mentors or trains colleagues.				
		Supervises junior staff.				
	Provides advanced	Analyses a wide range of problems before selecting the most				
	specialised technical	appropriate solution/s and have the freedom to resolve these				
	services which are	within established policy frameworks.				
	complex in nature	Involves supervision of staff which may include contractors.				
4	within their area of	Provides confidential executive secretarial services.				
	expertise.	Provides translation from one language to another.  Communication skills are a critical element in determining				
		success.				
		Achieves outcomes through logical and reasoned arguments,				
		negotiations or building on-going empathetic relationships.				
Position	s in grades 5 and 6 requi	ire specialist and/or broad knowledge of school or kura practices				
and set		no specialist ana/or broad knowledge or seriout or kara practices				
	_	tend to fall into two categories:				
	_	within a particular field. Operates independently and applies				
	established principles in area particular field. The role requires either extensive practical					
	experience or a tertiary level qualification plus experience.					
5	The first level of "management" where planning, controlling, implementing plans and/or					
3	projects are required.					
	Staff supervision including the ability to develop, motivate and appraise performance is					
	usually required.					
	Holds clear accountability for results.					
	Influences medium-term decisions either through direct control or expert advice.					
	_	manage functions within the school.				
	-	and long-term planning and the resulting outcomes for their				
		ontribution to wider results.				
6		and business development for their function within the school's				
	overall business plans					
	_	th other areas is essential to align priorities and achieve successful				
	results.					

# 3.7 Work Matrix Grade on Appointment for Non-Teaching Coordinators and Coordinator Assistants

- 3.7.1 The employer will determine job descriptions and / or other written requirements and the applicable Work Matrix Grade for all Non-Teaching Coordinator and Coordinator Assistant positions as part of the recruitment process.
- 3.7.2 Upon appointment to a Non-Teaching Coordinator or Coordinator Assistant position, the employee's role must be placed in an applicable Work Matrix Grade within Grades 2 to 6 using the Work Matrix Table set out in clause 3.6.
- 3.7.3 The Work Matrix Grade 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 3.6, 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.
- 3.7.4 A Non-Teaching Coordinator or Coordinator Assistant employed for two or more distinct positions, must be placed in the appropriate Work Matrix Grade for each position.

#### 3.8 Rate on Appointment and Progression for Level One and Three Non-Teaching Coordinators and Coordinator Assistants

- 3.8.1 The pay rate on appointment for Level One and Three Non-Teaching Coordinators and Coordinator Assistants can be at any step within the minimum and maximum rates of the applicable Work Matrix Grades. In determining the applicable pay rate, the employer should also consider any particular skills and qualifications held, as well as any previous relevant paid or unpaid work experience.
- 3.8.2 Where the employee has previously been employed in a 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.
- 3.8.3 Subject to clause 3.8.5 below, from 20 August 2021, Level Three Non-Teaching Coordinators will progress through the steps included within the applicable grade (Grade 5 or Grade 6) 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.

- 3.8.4 Subject to clauses 3.8.5 and 3.8.6 below, from 20 August 2021, **Level One Non-Teaching Coordinators and Coordinator Assistants** paid in Grades 2, 3 and 4 will progress through the steps of Grades 2, 3, and 4 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 of Grade 4, step 13.
- 3.8.5 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.
- 3.8.6 Progression between grades for Grades 2, 3, and 4 will not occur 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.
- 3.8.7 An employee, who has the right to representation at any stage, may request their employer reconsider their salary progression.

#### Part 4: Leave

[**Note:** Except as provided under clause 3.4.2 above, a Teaching Coordinator's provisions in relation to leave are contained within the appropriate teachers' collective agreement.]

#### 4.1 Public Holidays

- 4.1.1 The following days will, under the Holidays Act 2003, be observed as public holidays: Christmas Day, Boxing Day, New Year's Day, the day after New Year's Day, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the birthday of the Reigning Sovereign, Labour Day, Matariki and Provincial Anniversary Day.
- 4.1.2 If an employee does not work on a public holiday and the day would otherwise be a working day for the employee, the employer must pay the employee not less than the employee's relevant daily pay for that day.
- 4.1.3 If it is unclear whether a day would otherwise be a working day for the employee, the employer and employee must take into account the factors in clause 4.1.2.3 below with a view to reaching agreement on the matter.

#### 4.1.4 The factors are:

- (a) the employee's employment agreement;
- (b) the employee's work patterns;
- (c) any other relevant factors, including:
  - (i) whether the employee works for the employer only when work is available
  - (ii) the employer's rosters or other similar systems
  - iii) the reasonable expectation of the employer and the employee that the employee would work on the day concerned.
- 4.1.5 As provided under section 13 of the Holidays Act 2003 if the employer and employee cannot agree as per 4.1.2.2 and 4.1.2.3 above on whether a specific day would otherwise be a working day the issue may be referred to a Labour Inspector for determination.
- 4.1.6 Where an employee is required to work on a public holiday they will receive a minimum payment of time and a half for the time required to be worked on the day. Except as provided under the Holidays Act 2003, the employee will also be entitled to an agreed alternative holiday.

#### 4.2 Annual Leave and Holiday Pay

- 4.2.1 The provisions of the Holidays Act 2003 will apply in relation to annual leave.
- 4.2.2 Where an employee is either fixed term for less than 12 months or irregularly employed as per section 28 of the Holidays Act 2003, the employer will pay annual holiday pay with the employee's pay unless otherwise agreed. Holiday pay will be 8% of gross earnings and paid as an identifiable component of the employee's pay.

4.2.3 A permanent employee whose employment pattern does not fall under clause 4.2.2 above will receive their annual leave entitlement during the end of year closedown except as otherwise agreed. This will be 8% in the employee's first year of entitlement. Thereafter the entitlement will be 4 week's annual leave per annum.

**Note:** The parties would, in general terms, see tutors, liaison assistants and professional supervisors falling under clause 4.2.2 and non-teaching coordinators under clause 4.2.3.

#### 4.3 Sick Leave and Bereavement Leave for Permanent and Fixed-Term Employees

4.3.1 An employee who has completed six months of continuous employment with the employer is entitled to the sick leave and bereavement provisions, set out in clauses 4.3.2 through 4.3.9. The employer may agree to more generous provisions.

#### Sick Leave

- 4.3.2 After 6 months continuous employment, the employee will be entitled to 10 days paid sick leave in each subsequent 12 months of employment.
- 4.3.3 Unused sick leave can be accumulated, up to a maximum of 20 days.
- 4.3.4 A fixed-term employee, whose break in fixed-term employment with the same employer is less than three months, will have their employment considered to be continuous for the purposes of clause 4.3.2.
- 4.3.5 Sick leave can be taken where the employee is sick or injured, or where the employee's partner or dependent is sick or injured.
- 4.3.6 The employee must advise their employer as soon as practicable from the time they are aware that sick leave will be taken.

#### Bereavement Leave

#### 4.3.7 Notice to employer

An employee who intends to take bereavement leave will inform their manager, as soon as they can, of their relationship to the person who has died, and the dates they intend to be away from work.

#### 4.3.8 Close relationships

An employee is entitled to three days paid bereavement leave in relation to the death of the employee's parent, grandparent, sibling, child (including miscarriage or stillbirth), grandchild, partner, or parent of the employee's partner.

#### 4.3.9 Other persons

An employee will receive one day paid bereavement leave if the employer accepts that the employee has suffered bereavement through the death of a person who is not a close relative.

The employer must consider the closeness of association (which does not have to be a blood-relationship), whether the employee has significant responsibilities for arrangements for the ceremonies, and/or the cultural responsibilities of the employee in relation to the death.

The employer will make a decision quickly, so the employee has as much time as possible to make necessary arrangements.

#### 4.4 Sick Leave and Bereavement Leave for Casual Employees

4.4.1 If the employee works for the employer an average of at least 10 hours a week during a six-month period, and no less than one hour in every week, or 40 hours per month during that period, the employee will become entitled, in any ensuing 12-month period of employment, to sick and bereavement leave as outlined in clause 4.3. Any such leave will be paid under the Holidays Act 2003.

**Note:** For the purpose of clause 4.4 a casual employee works on an irregular basis, as and when required, and with no expectation of ongoing employment.

#### 4.5 Parental Leave

Parental leave will be allowed under the requirements and provisions of the Parental Leave and Employment Protection Act 1987 or any amendment or Act passed in substitution for this Act. Further information at <a href="mailto:info@mbie.govt.nz">info@mbie.govt.nz</a>.

#### 4.6 Family Violence Leave

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

# 4.7 Parental Payment for Non-Teaching Coordinators and Coordinator Assistants

- 4.7.1 This clause 4.7 applies solely to Non-Teaching Coordinators and Coordinator Assistants (due to being covered by the Administration Support Staff Pay Equity Claim Settlement).
- 4.7.2 Where an employee, to whom this clause 4.7 applies, takes primary carer leave (as defined in section 2 of the Parental Leave and Employment Protection Act 1987) after 4 July 2022, 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.
- 4.7.3 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.
- 4.7.4 Any adjustments to the salary scale that are backdated into the period covered will apply.

- 4.7.5 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.
- 4.7.6 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 5: Reimbursement

#### 5.1 Use of Private Vehicles for Official Business

An employee who is required by the employer to use their private vehicle for official business will be reimbursed for that usage at the following rates:

- (a) Motorcars 83 cents per kilometre
- (b) Motorcycle, moped, or motor scooter 20 cents per kilometre

#### 5.2 Reimbursement of Course Associated Costs

ACE and OOHMA personnel will be reimbursed for approved expenditure related to their course (e.g. stationery, supplies, equipment, printing materials etc.) on production of receipts.

Alternatively, schools may provide printing and/or photocopying services or facilities to ACE and OOHMA employees whose work requires printing and/or photocopying.

#### Part 6: Union Issues

#### 6.1 Union Deductions

- 6.1.1 Under authorities signed by persons bound by this agreement the employer will arrange for the deduction of union subscriptions for all such union members except in cases agreed between the employer and the union.
- 6.1.2 The manner of deduction and remittance will be determined by agreement with the general secretary of the union.
- 6.1.3 Except as otherwise agreed between the parties, the commission payable by the NZPPTA for this service will not exceed 2.5% of the aggregate sum of the amount deducted.
- 6.1.4 The employer will, at the time of appointment and under section 62 of the Employment Relations Act 2000, advise every employee that they may join the NZPPTA and thereby become bound by this Agreement, and will supply the employee with information on how to contact the union.

#### 6.2 Union Meetings

- 6.2.1 Under the Employment Relations Act 2000 and subject to clauses 6.2.2 to 6.2.5 of this section, every employer will allow every union member employed by that employer to attend, on ordinary pay, at least two union meetings (each of a maximum of two hours' in each calendar year). Payment will occur to the extent that the employer would otherwise be working for the employer during the meeting.
- 6.2.2 The union will give the employer at least 14 days' notice of the date and time of any union meeting to which subclause 6.2.1 of this section is to apply.
- 6.2.3 The union will make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.
- 6.2.4 Work will resume as soon as practicable after the meeting, but the employer will not be obliged to pay any union member for a period greater than two hours in respect of any meeting.
- 6.2.5 Only union members who actually attend a union meeting will be entitled to pay in respect of that meeting and to that end the union will supply the employer with a list of members who attended and will advise the employer of the time the meeting finished.

#### Part 7: Termination notice and record of service

#### 7.1 Termination of Employment for Permanent Employees

- 7.1.1 Either party may terminate employment by giving a minimum of one month's written notice to the other party; unless the employer or employee agree otherwise, or in cases of serious misconduct which may warrant instant dismissal. The employer may decide to pay the employee instead of the employee working out their notice period.
- 7.1.2 Where an employee is appointed for a fixed term under clause 1.7, and the date of the specified event is unknown at the time of appointment, the employment will be terminated on the occurrence of that specified event. In these circumstances, the employer must give at least two weeks' notice of termination of employment because of that specified event.

#### 7.2 Record of Service

7.2.1 Each employee on leaving or being discharged from their employment will, on request, be given as soon as practicable, a certificate in writing signed by the employer and stating the position held and the length of service.

#### Part 8: Restructuring

#### 8.1 Technical Redundancy

If a technical redundancy situation arises during the term of this agreement, where the work of an employee is contracted out or the operation or part of the operation of the employer is transferred or sold, the parties will meet to discuss how to deal with the situation and endeavour to reach a mutually agreeable solution that does not disadvantage those employees affected.

Depending on the circumstances clauses 8.2 and/or 8.3 below may be applicable.

#### 8.2 Employment Protection Provisions

- 8.2.1 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
  - (ii) seek a proposal for the employment 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
  - (iii) arrange to meet with the new employer for the purpose of negotiating
  - (iv) on the proposal; and
  - (v) notify a representative of the NZPPTA where any member may be affected.
- 8.2.2 The following will be matters for negotiation with the new employer in
  - (i) relation to employees affected by the restructuring:
  - (ii) the number and type of positions that will be offered by the new employer to employees affected by the restructuring;
  - (iii) 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
  - (iv) the arrangements, if required, for the transfer of any accrued benefits and entitlements in relation to those employees.
- 8.2.3 At the time of the restructuring the employer and any affected employees will meet to negotiate on what entitlements if any will be available to those employees who are not employed by the new employer. Notice requirements in relation to specific coordinators are set out in clauses 8.3 and 8.4. While recognising some difficulties may exist these periods of notice should be taken into account in relation to other employees under this agreement.

#### 8.3 Surplus Staffing: Non-Teaching Coordinators

8.3.1 The following provisions will apply to permanent non-teaching coordinators and will not apply to any fixed term employee. They include a permanent Teaching Coordinator who is not concurrently employed as a teacher within the same school.

- 8.3.2 A surplus staffing situation may arise when the work undertaken by the employee ceases to exist. 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; or
  - change of status or closure of the school, or the sale or transfer of all or part of the school.
- 8.3.3 The employer will, at least one month prior to issuing notice of termination, advise the affected employee(s) of the possibility of a surplus staffing situation. During this period the employer will consider whether or not it is able to offer an alternative position within the school with terms and conditions that are no less favourable, which may also entail on the job retraining. Where relevant the provisions of clause 8.2 above will also apply.
- 8.3.4 An employee identified as surplus in terms of clause 8.3.3 above will be given a minimum of one month's written notice of termination of employment. Except in exceptional circumstances (e.g., long-term sick leave), or as agreed with the employee, this notice will be given at such a time as to ensure it covers a period of a full month during which the employee is paid and at work.
- 8.3.5 During the notice of termination period both the employer and the employee will make reasonable efforts to locate alternative employment for the employee. The employer will provide reasonable paid time to attend interviews, where prior approval will not be unreasonably withheld.
- 8.3.6 In the event that a reasonable offer of employment in the education or state service is made the employer's responsibilities under these provisions will be fulfilled. As reasonable offer of employment will constitute an offer of employment that:
  - is in the same location or within reasonable commuting distance;
  - has comparable duties and responsibilities; and
  - has terms and conditions that are no less favourable

providing the employment being offered is available to be taken up by the employee prior to or at the conclusion of the notice of termination period.

- 8.3.7 If the offer of employment referred to in clause 8.3.6 is not a reasonable offer by reason only that it is not available to be taken up by the employee before or at the conclusion of the notice period, the employer may extend the notice period until such time as the position is available to be taken up by the employee; and under these circumstances the offer will be deemed to be reasonable.
- 8.3.8 The employee may be made an offer of employment prior to the disestablishment of the current position either within the education or state service. This offer may be to a lower graded position to that previously held or to a position with reduced hours and will include an allowance which provides some recognition of the reduced income arising from the new position. For the avoidance of doubt, any such allowance forms part of the employee's ordinary weekly pay for Holidays Act purposes. Where the employee accepts such an offer, the employer's responsibilities under clause 8.3.9 below will be fulfilled. Where the employee does not accept such an offer the provisions of clause 8.3.9 will apply.

- 8.3.9 Except as provided under clause 8.3.8 above, where a reasonable offer of employment is not made before the expiry of the notice of termination period the employee will be entitled to redundancy pay calculated as follows:
  - (a) 6 weeks' pay for the first year of service and two weeks' pay for every year or part year thereafter to a maximum of 30 weeks' pay in total.
    - **Note 1:** This is calculated on average gross weekly earnings as a non-teaching coordinator over the previous 12 months service.
    - **Note 2:** A worker with less than one year's service will receive a pro-rata payment.
    - For the purposes of the redundancy calculation the definition of service is the service as a coordinator with the current employer provided that no period of service that ended with the employee receiving a redundancy or severance payment will be counted as service.
  - (b) All holiday pay and wages owing.
- 8.3.10 A work reference or record of service will be provided on the employee's request.

#### 8.4 Surplus Staffing: Teaching Coordinators

- 8.4.1 The employer and teaching coordinator may agree at any time to the teaching coordinator replacing their ACE time allowance with equivalent teaching time within the school.
- 8.4.2 The following provisions will apply where the employer either withdraws from ACE or otherwise alters its involvement, so that the ACE time allowance allocated to a permanent teaching coordinator is placed at risk.
- 8.4.3 Where the employer is seriously considering a course of action which places the teaching coordinator's ACE/OOHMA role at risk, a meeting will be held, including the coordinator and/or their representative, with a view to reaching an agreed resolution prior to any final board decision. This will be held at least two months prior to any decision in ACE/OOHMA provision at the school and within a timeframe that ensures that the return to teaching is a viable option.
- 8.4.4 Where the ACE/OOHMA coordination role is to be disestablished, the employee will receive at least two months' notice. As a first option the employer will enable a return to full-time permanent teaching for the teaching coordinator by the use of attrition or other non-permanently allocated teaching hours wherever possible. A teaching coordinator may require additional professional development in moving to a full-time teaching role.
- 8.4.5 Where before or during the notice period the employer offers the coordinator equivalent teaching time to any coordination time lost, this will constitute a reasonable offer of employment and the coordinator will have no entitlement to surplus staffing provisions.
- 8.4.6 Where the employer is looking to combine allocated ACE/OOHMA funding with another employer resulting in the creation of a similar or larger position this would also be discussed with the coordinator. Attention is also drawn to clause 8.2 of this collective agreement (Employment Protection Provisions) which will be relevant in certain circumstances.

- 8.4.7 Where the employee receives an offer from the new employer this will need to be discussed with the current employer in relation to the teacher's ongoing teaching responsibility. A coordinator who accepts such a position with the new employer will not be entitled to surplus staffing provisions. Should the larger coordinator role accepted not involve teaching classes the employee will be regarded as a Teaching Coordinator, but one who no longer teaches classes, as per the definition in Part 2.
- 8.4.8 If a suitable position in relation to clauses 8.4.5-8.4.7 above is unable to be offered, the employer will support the coordinator finding a suitable alternative teaching position (which incorporates the coordination hours lost) outside the school and will then meet the actual and reasonable cost of attending interviews where prior approval is given.
- 8.4.9 A permanent teaching coordinator who is not able to secure the equivalent lost teaching time or ACE/OOHMA coordination role as described, will have the options available under clauses 3.9.3 and 3.9.4 of the Secondary Teachers' Collective Agreement (or the equivalent clauses of the Area or Primary Teachers' Collective Agreement where either is the appropriate collective agreement) and will notify the employer prior to the disestablishment date. The clauses will be read in conjunction with the following:
  - (a) Any entitlement will only relate to the teaching hours or weekly teacher half days (WTHDs) lost as a teaching coordinator. Teaching time will remain permanent and unaffected;
  - (b) For the purposes of supernumerary employment the employee will be a supernumerary employee only for the coordination time lost for a period of 30 school weeks from the date of disestablishment of the position. It is not envisaged supernumerary employment would occur at another school. At the end of the supernumerary period should the teacher not have returned to a full teaching role then they will continue as a permanent part-time teacher.
  - (c) Any agreed retraining option would be focused upon professional development and/or study to support a full return to teaching. Any course requirements will not interfere with the employee's ongoing permanent teaching role except by agreement of the employer.
  - (d) In relation to a severance payment this will be payable from the date of disestablishment, except where otherwise agreed. Any calculation again will reflect WTHDs lost as per clause 3.2.1. In the STCA clauses 3.9.4(3)(c) will be followed in relation to determining service.
  - (e) The Long Service Payment provision is not applicable.

#### Part 9: Conduct and Performance

#### 9.1 Conduct

- 9.1.1 The following principles will be followed when dealing with conduct concerns:
  - (a) Employers recognise that questions of conduct may be difficult for parties involved and should be handled in sensitive manner.
  - (b) Many conduct concerns will be able to be resolved by discussion between the principal or other delegated employer representative and the employee concerned without the need to take the matter any further. Boards should, wherever appropriate, seek to resolve concerns in this manner in the first instance.
  - (c) The employee must be advised of the right to request representation at any stage. Employees may seek whānau, family, professional and/or NZPPTA Te Wehengarua support in relation to such matters. Employees will be advised of this at the time the employer initiates formal disciplinary procedures.
  - (d) Where an employer decides to initiate formal disciplinary procedures, the employee must be advised in writing of the specific matter(s) causing concern and be given a reasonable opportunity to provide an explanation.
  - (e) The employer must provide the employee with relevant information in accordance with their obligations of good faith.
  - (f) Before making a final decision, an investigation must be undertaken by the employer. The employee will be invited to make a statement concerning the matter either personally or through a representative. Where relevant, the employee must be advised of any corrective action required to amend their conduct and given a reasonable opportunity to do so, where appropriate.
  - (g) If the allegation is sufficiently serious an employee may be suspended while an investigation is being conducted. In most situations the suspension will be on pay. In exceptional cases where the circumstances warrant, following discussion with the employee and their representative, leave without pay may be considered.
  - (h) The disciplinary findings and any resulting action will be recorded in writing and a copy provided to the employee and placed on their personal file.
  - (i) The provisions in Part 10 explain the processes available under the Employment Relations Act 2000 to any employee aggrieved by any action of their employer taken under these provisions.
  - (j) The employer may dismiss without notice in the case of serious misconduct (subject to following the steps set out in clause 9.1.1(d) above). Serious misconduct is behaviour that fundamentally compromises the employer's trust and confidence in the employee.
    - **Note:** Employers are encouraged to seek advice about the specific circumstances to determine whether the issue may be serious misconduct

#### 9.2 Ngā Kōrero Me Ngā Tikanga

9.2.1 Me tuku reta atu ki te kaimahi hei whakamārama atu i ngā raruraru kua puta noa. Mehemea he pai ki te kaimahi rāua tahi ko tōna tumuaki (hei māngai mō te Poari ā-Kura), e āhei ana ki te whakahaere tonu i ngā whakaritenga i raro i ngā tikanga Māori.

- 9.2.2 Anei rā ētahi momo tikanga hei kōwhiringa mā rātou:
  - (a) he huihuinga kei te marae;
  - (b) he whakawhiti kōrero kanohi ki te kanohi;
  - (c) ka hui mai te whānau hei tuarā mō te katoa; ā
  - (d) ka hui mai ngā kaumātua kuia hei ārahi hei tohutohu i ā rātou katoa.
- 9.2.3 Mēnā ka whakaaetia e te kaimahi rāua ko tōna tumuaki (hei māngai mō te Poari ā-Kura), ō rāua kaihautū rānei, kia oti pai ai te kaupapa, mā rāua mā ngā kaihautū rānei e haina ngā whakaaetanga i tuhia. Makaia atu tētahi kape o ngā whakaaetanga nei ki te kōnae whaiaro o te kaimahi.
- 9.2.4 He māmā noa iho ēnei whakawhiringa mehemea e hiahia ana tētahi taha kia waiho tārewa ake ngā tikanga Māori kia huri kē ia ki ētahi (te katoa rānei) o ngā whakaritenga, arā 9.1 me 9.3 e whai ake nei. Engari, mehemea ka huri kē atu i ngā tikanga Māori, ehara tērā i te tino raruraru kia oti hē rawa ngā whakaritenga katoa. Ina hoki ka tahuri mai tētahi taha ki ēnei ki 9.1 me 9.3 i raro nei, me tuhituhi hei whakamārama ki tērā atu taha.

#### 9.2 Discussions in a Māori context

- 9.2.1 The employee must be advised in writing of the specific matter(s) causing concern.

  The employee and employer may, depending on the nature of the complaint, agree to attempt to deal with a complaint by it being heard in a Māori context and manner.
- 9.2.2 A Māori context and manner relates to the following:
  - (a) meetings can be held on marae;
  - (b) there is face to face engagement;
  - (c) there can be whanau support for all involved; and
  - (d) guidance and advice is often provided by kaumātua and kuia for all involved.
- 9.2.3 Should the employee and employer, or their representatives on their behalf, agree to a resolution of the matter then this will be recorded in writing and signed by both parties and/or their representatives on their behalf. A copy of the agreement will be placed on the employee's personal file.
- 9.2.4 This is a discretionary option and either party may withdraw at any time, and nothing in this section prevents the employer or the employee deciding at any time that any or all of the procedures in clauses 9.1 and/or 9.3 will be used. Where either party decides to withdraw from this process such a decision will not of itself give rise to any claim of procedural deficiency or unfairness. The decision to withdraw from this process and/or for the employer to use any or all the procedures in clauses 9.1 and/or 9.3 will be notified in writing to the other party.

#### 9.3 Performance

9.3.1 Employers play an important role in supporting employees to succeed in their role and profession. Both employees and employers are encouraged to be proactive in seeking and offering support. Where performance concerns exist, the employer should alert the employee to these concerns and consider informal solutions to support the employee to address the concerns. This could include professional development, training, mentoring or a change in report frequency.

- 9.3.2 Where informal measures have not addressed performance concerns, the following provisions will apply:
  - (a) The employee must be advised in writing of the specific performance matter(s) causing concern and provided an opportunity to respond to those concerns.
  - **(b)** Employees will be advised on their right to seek whānau, family, professional and/or NZPPTA Te Wehengarua support and representation in relation to these processes.
  - (c) If after hearing the employee's response the employer determines that corrective action is required, the employer may implement a performance improvement plan.
  - (d) The performance improvement plan must set out what standards the employees is expected to meet, provide for regular assessment and reporting on how the employee is performing against those standards, and set out what support the employee will be given to meet those standards. The employee will be given an opportunity to respond to each assessment.
  - (e) The employer must provide a reasonable amount of time for the employee to meet the standards.
  - (f) The employer must advise the employee that continued poor performance may result in termination of employment prior to any proposal to terminate.
  - (g) If the employee fails to meet the standards after the above steps have been taken, the employer may terminate employment in accordance with Part 7.

**Note:** Managing a performance issue is different to managing a conduct issue. Performance management — not disciplinary action — is needed to fix most performance issues. Questions of performance should be handled in a manner which, as far as possible, protects the mana and dignity of the employee concerned.

#### Part 10: Personal Grievance and Disputes Procedures

Personal grievances and disputes will be addressed under the provisions of Part 9 of the Employment Relations Act 2000.

#### 10.1 Employment Relationship Problem Resolution Services

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

#### 10.2 What is an employment relationship problem?

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

#### 10.3 Resolving an employment relationship problem

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

An employee (or employer) has the right to be represented at any stage.

When a problem arises, union members should contact their local NZPPTAfield officer for advice and representation.

Employers should contact Te Whakarōpūtanga Kaitiaki Kura o Aotearoa | New Zealand School Boards Association (NZSBA) or other representative of their choice.

#### 10.4 Personal Grievances

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

An employee may have a personal grievance where:

- They have been dismissed without good reason, or the dismissal was not carried out properly.
- They have been treated unfairly.
- Their employment or a condition of their employment has been affected to their disadvantage by an unjustified action of their employer.
- They have experienced sexual or racial harassment, or have been discriminated against because of their involvement in a union or other employee organisation, or have suffered duress over membership or nonmembership 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, will be the meaning given by sections 103 to 110 inclusive of the Employment Relations Act 2000 only. For ease of access these are available at:

http://www.legislation.govt.nz/act/public/2000/0024/latest/DLM60322.html

#### 10.5 Services Available

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.

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 209020. The Ministry's Employment Relations Service's web address is <a href="www.employment.govt.nz">www.employment.govt.nz</a> and can be contacted by e-mail at <a href="mailto:info@mbie.govt.nz">info@mbie.govt.nz</a>.

#### 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 dispute about the interpretation or application of this agreement, must be resolved under Parts 9 and 10 of the Employment Relations Act 2000.

#### Part 11: Health and Safety

- 11.1 The parties recognise the importance of ensuring good and safe working conditions through Health and Safety in the workplace and that it is a mutual obligation of the employer and employees to achieve this through a representative, engagement and participative approach.
- 11.2 To this end, the employers' and employees' attention is drawn to the Health and Safety at Work Act 2015 and associated Regulations. This and other legislation, relevant Codes of Practice and Guidelines are the reference points for gaining a common understanding of what those obligations are, what will assist in meeting those mutual obligations and also in promoting best practice.
- 11.3 Where employees' health, safety or welfare is shown to be at risk in the carrying out of their duties the employer will take all reasonably practicable steps to eliminate or minimise the identified risk for the employees and to do so in consultation with the relevant health and safety representatives, committees and authorities that may be identified.
- 11.4 The employer will have health and safety policies and practices in place to cover the work and environment of employees, including where ACE or OOHMA programmes are operating outside of normal school hours. Specific health and safety plans may need to be developed for employees onsite outside of normal school hours to ensure that any unique risks or hazards are identified and managed, including first aid and emergency procedures. Health and safety management practices must occur in line with the requirements in clauses 11.1, 11.2 and 11.3, including engagement with affected employees.

#### Part 12: Signatories

Date of Signing: 28 November 2025

Jo Brunskill on behalf of New Zealand Post Primary Teachers' Association

Rose O'Sullivan on behalf of the Secretary for Education

Witnessed by Maynard Scott on behalf of Te Whakarōpūtanga Kaitiaki Kura o Aotearoa | the New Zealand School Boards Association

# Appendix A: Implementation of the Administration Support Staff Pay Equity Claim Settlement for Non-Teaching Coordinators and Coordinator Assistants

- 1. Appendix A relates to the implementation of the Administration Support Staff Pay Equity Claim Settlement for Non-Teaching Coordinators and Coordinator Assistants and will be removed in subsequent collective agreements.
- 2. The Administration Support Staff Pay Equity Claim Settlement covers the work of Non-Teaching Coordinators and Coordinator Assistants who routinely undertake the work described in the Work Matrix Table set out in clause 3.6 of this agreement. However, an employee performing this work as at 26 November 2025 (date of ratification) who does not want to be covered by the Administration Support Staff Pay Equity Claim Settlement can contact the Ministry of Education on employment.relations@education.govt.nz to opt out.

#### **Pay Equity Implementation for Non-Teaching Coordinators**

- 3. The Administration Support Staff Pay Equity Claim Settlement covers the work of Non-Teaching Coordinators who routinely undertake the work described in the Work Matrix Table set out in clause 3.6 of this agreement.
- 4. The following pay rates will apply from 20 August 2021 to Non-Teaching Coordinators (see Part 2, Role Definitions), who routinely undertake work described in the Work Matrix Table set out in clause 3.6, whether designated as a Non-Teaching Coordinator or not. Employers may agree a pay rate above the stated rate (Level Two Non-Teaching Coordinators) or above the maximum rate for the applicable Grade (Level One and Three Non-Teaching Coordinators) specified in the pay rate tables below:

Table 1: Back dated pay rates for Non-Teaching Coordinators

Role Level	Work Matrix	Step	Effective	Effective	Effective
	Grade		20 August 2021	1 December 2022	1 December 2023
Level One	3	8	\$28.53	\$30.45	\$31.41
Non-Teaching	4	9	\$29.39	\$31.31	\$32.27
Coordinator		10	\$30.26	\$32.18	\$33.15
		11	\$31.12	\$33.04	\$34.03
		12	\$31.99	\$33.91	\$34.93
		13	\$32.88	\$34.80	\$35.85
Level Two					
Non-Teaching			\$33.29	\$35.21	\$36.27
Coordinator*					
Level Three	5	5	\$81,411	\$85,411	\$87,973
Non-Teaching		6	\$84,011	\$88,011	\$90,651
Coordinator		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

\*Note: As a result of the application of the Administration Support Staff Pay Equity Claim Settlement (settled 4 July 2022), the work of Level Two Non-Teaching Coordinators aligns with Grade 4 of the Administration Support Staff Pay Equity Claim Settlement work matrix (see clause 3.6 of this agreement). At the date prior to the pay equity rates coming into effect, the pay rate for Level Two Non-Teaching Coordinators was above the top step rate for work matrix Grade 4 under the pay equity claim settlement.

#### **Pay Equity Implementation for Coordinator Assistants**

- 5. The Administration Support Staff Pay Equity Claim Settlement covers the work of Coordinator Assistants who routinely undertake the work described in the Work Matrix Table set out in clause 3.6 of this agreement.
- 6. The following pay rates will apply from 20 August 2021 to Coordinator Assistants who routinely undertake work described in the Work Matrix Table set out in clause 3.6, whether designated as a Coordinator Assistant or not. Employers may agree a pay rate above the stated maximum rate for the applicable Grade specified in the pay rate tables below.

Table 2: Back dated pay rates for Coordinator Assistants

Coordinator	Work Matrix	Step	Effective	Effective	Effective
Assistant	Grade		20 August 2021	1 December 2022	1 December 2023
	2	4	\$26.01	\$27.93	\$28.89
	3	5	\$26.64	\$28.56	\$29.52
		6	\$27.27	\$29.19	\$30.15
		7	\$27.90	\$29.82	\$30.78
		8	\$28.53	\$30.45	\$31.41
	4	9	\$29.39	\$31.31	\$32.27
		10	\$30.26	\$32.18	\$33.15
		11	\$31.12	\$33.04	\$34.03
		12	\$31.99	\$33.91	\$34.93
		13	\$32.88	\$34.80	\$35.85

# Translation to new steps for existing Level One and Level Three Non-Teaching Coordinators and Coordinator Assistants

- 7. Level One and Level Three Non-Teaching Coordinators and Coordinator Assistants employed at or prior to 26 November 2025 (date of ratification) will be translated to a work matrix grade and step aligned to the work matrix from the Administration Support Staff Pay Equity Claim Settlement, set out in clause 3.6 in this agreement. The following translations will be effective from 20 August 2021 or from the date of appointment, whichever is the later:
  - (a) Level One Non-Teaching Coordinators will translate to Grade 3, step 8.
  - (b) Level Three Non-Teaching Coordinators will translate to Grade 5, step 5.
  - (c) Coordinator Assistants role will translate to Grade 2, step 4.
- 8. Where a Non-Teaching Coordinator or a Coordinator Assistant is in receipt of a salary allowance (other than an allowance pursuant to clause 3.4.4 of this agreement) in addition to their pay rate that in combination is higher than the rates specified in the pay scales they will translate to the pay equity rate and receive a reducing salary allowance being the value of the difference between their combined rate and the pay equity rate.

  Note the employer may choose to maintain the allowance at the rate upon translation or at a higher rate at their discretion.

#### **Appendix B: Terms of Settlement**

This section sets out the components of the settlement of the *Community Education Collective Agreement 2025 – 2028*.

This agreement has been settled between the Secretary for Education and PPTA Te Wehengarua. It shall be subject to ratification by PPTA Te Wehengarua members pursuant to section 51 of the Employment Relations Act 2000.

The terms outlined in this document are valid for ratification by PPTA Te Wehengarua provided ratification is confirmed and the new collective agreement is signed no later than 5pm on 28 November 2025.

#### 1. Term of agreement

The Community Education Collective Agreement 2025 – 2028 shall be effective from [Date of settlement] to [Date 26 months after settlement], provided it is signed no later than 5pm on 28 November 2025.

#### 2. Remuneration for Tutors

The parties agree that the pay rates for Tutors are as shown below:

Step	Effective 1 December 2023 (Current)	Date of ratification	Date of ratification + 12 months
1	\$35.52	\$36.23	\$36.88
2	\$46.52	\$47.45	\$48.30

#### 3. Remuneration for Professional Supervisors

The parties agree that the pay rates for Professional Supervisors are as shown below:

Step	Effective 1 December 2023 (Current)	Date of ratification	Date of ratification + 12 months
1	\$52.34	\$53.39	\$54.35

#### 4. Remuneration for Non-Teaching Coordinators

The parties agree that the pay rates for Level 1 Non-Teaching Coordinators are as shown below. The new pay scales and rates which apply prior to the date of ratification are set out in Appendix A of the tracked change Collective Agreement provided.

Level One	Work	Step	Effective 1	Date of	Date of
Non-	Matrix		December	ratification	ratification +
Teaching	Grade		2023		12 months
Coordinator					
	3	8	\$31.41	\$32.01	\$32.41
	4	9	\$32.27	\$32.87	\$33.27
		10	\$33.15	\$33.75	\$34.15
		11	\$34.03	\$34.63	\$35.03
		12	\$34.93	\$35.53	\$35.93
		13	\$35.85	\$36.45	\$36.85

The parties agree that the pay rates for Level 2 Non-Teaching Coordinators are as shown below:

Level Two Non-Teaching Coordinator	Effective 1 December 2023 (Current)	Date of ratification	Date of ratification + 12 months
	\$36.27*	\$37.00	\$37.66

<sup>\*</sup>Rates on CECA 2022-2025 are unchanged by the application of the Administration Pay Equity Claim Settlement.

The parties agree that the pay rates for Level 3 Non-Teaching Coordinators are as shown below. The new pay scales and rates which apply prior to the date of ratification are set out in Appendix A of the tracked change Collective Agreement provided.

Level Three	Work	Step	Effective	Date of	Date of
Non-Teaching	Matrix		1 December	ratification	ratification +
Coordinators	Grade		2023		12 months
	5	5	\$87,973	\$89,221	\$90,053
		6	\$90,651	\$91,899	\$92,731
		7	\$93,334	\$94,582	\$95,414
	6	1	\$95,408	\$96,656	\$97,488
		2	\$97,485	\$98,733	\$99,565
		3	\$99,542	\$100,790	\$101,622
		4	\$101,621	\$102,869	\$103,701

#### 5. Remuneration for Coordinator Assistants

The parties agree that the pay rates for Coordinator Assistants are as shown below. The new pay scales and rates which apply prior to the date of ratification are set out in Appendix A of the tracked change Collective Agreement provided.

Work Matrix	Step	Effective	Date of	Date of ratification
Grade		1 December 2023	ratification	+ 12 months
2	4	\$28.89	\$29.49	\$29.89
3	5	\$29.52	\$30.12	\$30.52
	6	\$30.15	\$30.75	\$31.15
7		\$30.78	\$31.38	\$31.78
	8 \$31.41		\$32.01	\$32.41
4	9	\$32.27	\$32.87	\$33.27
10 11 12		\$33.15	\$33.75	\$34.15
		\$34.03	\$34.63	\$35.03
		\$34.93	\$35.53	\$35.93
	13	\$35.85	\$36.45	\$36.85

#### 6. Motor vehicle reimbursement

The parties agree to **amend clause 5.1 Use of Private Vehicles for Official Business**, as follows:

5.1 Use of Private Vehicles for Official Business

An employee who is required by the employer to use their private vehicle for official business shall be reimbursed for that usage at the following rates:

- (a) Motorcars 83 cents per kilometre
- (b) Motorcycle, moped, or motor scooters 20 cents per kilometre.

#### 7. OOHMA Tutor progression pathway

The parties agree to **amend clause 3.1.3 Application of Salary - OOMHA** (3.2.3 in the new tracked changes in the CECA provided), as follows:

#### 3.2.3 Application of salaries – OOHMA

- (a) An OOHMA tutor will be placed on step 1 unless:
  - (i) The tutor satisfies the coordinator that they hold a Diploma of Teaching, and has at least 100 hours of tutoring experience with children (tutoring experience includes private or community music and arts teaching); or
  - (ii) The tutor has completed 200 hours of OOHMA tutoring; or
  - (iii) The tutor was placed on step 2 of the salary scale prior to this agreement coming into force.

Where (i), (ii) or (iii) apply, a tutor shall be placed on step 2.

**Note:** Where a tutor is also a fully registered teacher nothing in 3.2.3 (a)(i) shall prevent an employer choosing to place that teacher on step 2.

#### 8. Health and safety plans for work after hours

The parties agree to **amend Part 9 Health and Safety** (Part 11 in the new tracked changes in the CECA provided), to include the following:

#### Part 11: Health and Safety

11.4 The employer will have health and safety policies and practices in place to cover the work and environment of employees, including where ACE or OOHMA programmes are operating outside of normal school hours. Specific health and safety plans may need to be developed for employees onsite outside of normal school hours to ensure that any unique any risks or hazards are identified and managed, including first aid and emergency procedures. Health and safety management practices must occur in line with the requirements in clauses 11.1, 11.2 and 11.3, including engagement with affected employees.

#### 9. Printing materials included in course associated costs

The parties agree to amend clause 5.2 Reimbursement of course associated costs, as follows:

5.2 Reimbursement of Course Associated Costs

ACE and OOHMA personnel shall be reimbursed for approved expenditure related to their course (e.g. stationery, supplies, equipment, printing materials etc.) on production of receipts.

Alternatively, schools may provide printing and/or photocopying services or facilities to ACE and OOHMA employees whose work requires printing and/or photocopying.

Further to this clause amendment, Te Whakarōpūtanga Kaitiaki Kura o Aotearoa (New Zealand School Boards Association) will provide schools with information that clarifies how to provide employees with reasonable and proportionate reimbursement of printing materials that are used for home and work printing.

#### 10. Termination notice period

The parties agree to introduce a new **Part 7 Termination notice and record of service**, as follows:

#### Part 7: Termination notice and record of service

#### 7.1 Termination of employment for permanent employees

- 7.1.1 Either party may terminate employment by giving a minimum of one month's written notice to the other party; unless the employer or employee agree otherwise, or in cases of serious misconduct which may warrant instant dismissal. The employer may decide to pay the employee instead of the employee working out their notice period.
- 7.1.2 Where an employee is appointed for a fixed term under clause 1.7, and the date of the specified event is unknown at the time of appointment, employment will be terminated on the occurrence of that specified event. In these circumstances, the employer must give at least two weeks' notice of termination of employment because of that specified event.

#### 7.2 Record of service

7.2.1 Each employee on leaving or being discharged from their employment shall, on request, be given as soon as practicable, a certificate in writing signed by the employer and stating the position held and the length of service.

#### 11. Conduct and performance

The parties agree to introduce a new **Part 9 Conduct and Performance**. This adds shared understanding of the processes undertaken to address conduct or performance concerns.

The new Part 9 is detailed in the tracked changes of the CECA provided.

#### 12. Technical changes

Application of the Administration Support Staff Pay Equity Claim Settlement to Non-Teaching Coordinators and Assistant Coordinators

The parties agree to update the collective agreement to reflect the extension of the Administration Support Staff Pay Equity Claim (APEC) Settlement to Non-Teaching Coordinators and Assistant Coordinators. These changes apply to Non-Teaching Coordinators and Coordinator Assistants and include:

- Pay scales and rates applicable from 20 August 2021
- Where applicable, subsequent pay rate increases in 2022 and 2023
- Introduction of steps and grades aligned to the Administration Support Staff Work Matrix Table
- Introduction of a parental payment (applicable from 4 July 2022).

Additionally, the parties agree to a number of technical changes intended to update clauses and improve readability. The technical changes are detailed in the tracked changes of the Collective Agreement provided.

#### 13. Related Matters

Provided that the settlement is ratified by 28 November 2025, the first implementation of pay rates and allowances will be implemented by Education Payroll Limited on 17 February 2026. Employees covered by the introduction of new pay scales who are currently employed, will translate to the first step of pay scale on the first implementation date.

A second implementation phase will apply to the backdated application of the APEC Settlement. The progression increments, re-calculation of allowances, holiday pay, will be paid by 28 April 2026, and termination pay will be processed by 12 May 2026. A separate process for eligible former employees will be established by the Ministry of Education.

The parties note that following ratification the Secretary for Education will promulgate an individual employment agreement for non-union employees based on the terms and conditions in the collective agreement.

Signed in Wellington on 17 November 2025 by:

Jo Brunskill Rose O'Sullivan

Advocate for NZPPTA Te Wehengarua Advocate for the Secretary for Education

Witnessed: Maynard Scott

For Te Whakarōpūtanga Kaitiaki Kura o Aotearoa