

# Variation to Terms and Conditions of Employment for Kaiārahi i te reo and Therapists

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## 1 The Parties

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**Note:** *This VTE may be offered only to current employees. There is a separate IEA for new employees.*

### **BETWEEN**

the School Board of

[name of school]

("the Employer")

### **AND**

[the Employee]

## 2 General

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Except as expressly modified in this Variation to Terms and Conditions of Employment (VTE), the Employee's terms and conditions of employment continue to be those in their existing employment agreement, which is based on the expired Kaiārahi i te reo and Therapists' Collective Agreement 2022-2024 (KRCA).

A copy of the KRCA is attached ([available on the Ministry of Education website](#)).

For the avoidance of doubt, if the employee is a union member, their union-related rights continue to apply.

## 3 Days, Hours of Work and Weeks of Work

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The Employee is employed [tick the appropriate box in both lines below]:

→ full time                      part time                      as a casual employee

→ full-year                      term-time only

The Employee's days and hours (and weeks if term-time only) of work are normally:

If the Employee is term-time only, they will normally work                      weeks per year.

[leave blank if the Employee is employed full-year or casual].

## 4 Pay and Allowances

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### **Minimum Pay Rates**

The minimum pay rates in the expired KRCA are replaced with the pay rates in Appendix One of this VTE and are payable from the date this VTE is signed by both parties.

*Please note that the new pay rates may not be processed by Education Payroll until 12 May 2026, so the Employee will receive backpay if they are entitled to a pay rise that is effective before then.*

The Employee's current pay grade and step (if appropriate) are

[grade] [step]

and the Employee's new salary / hourly rate [tick one] shall commence under this agreement at \$

### **Pay for Additional Hours worked by Part Time or Term-Time Only Employees**

Where an employee is employed to work part time and/or term-time only, and the Employer and Employee agree that the Employee will work additional hours and/or weeks, those additional hours/weeks will be paid at the employee's normal rate, unless overtime applies.

### **Motor Vehicle Allowance**

*Clause 5.1.1 of the KRCA is replaced with*

- 5.1.1 Employees required by their employer to use their own vehicles for school business will be paid an allowance of \$0.83 per kilometre.

### **Tiaki Allowance**

*Clause 5.5.2 of the KRCA is replaced with*

- 5.5.2 Where a therapist is required to clean up a student or the student's environment soiled with vomit, excreta, urine or blood (other than blood associated with minor cuts and abrasions and minor nose bleeds) in the course of their duties, they will be paid an allowance of \$4.95 per day or part thereof.

*Clause 1.6 of the KRCA*

Clause 1.6 of the KRCA has expired and no longer applies.

## **5 Performance and Conduct**

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*Part 8 of the KRCA is replaced with the text in Appendix Two of this VTE.*

**Note** that the *Complaints and Discipline clauses have been updated from the text in the KRCA and a new performance management clause has been added.*

## **6 Resolving Employment Relationship Problems and Information about Holidays Act entitlements**

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Part 12 of the KRCA includes a plain language explanation for the services available for resolving employment relationship problems, but you should note that you have 12 months to raise a personal grievance in respect of sexual harassment, rather than the 90 days referred to in the KRCA. Further information can also be found at <https://www.employment.govt.nz/resolving-problems/how-to-resolve-problems>.

Information about an employee's entitlements under the Holidays Act 2003 from the Ministry of Business, Innovation and Employment, is included at [www.employment.govt.nz](http://www.employment.govt.nz).

## 7 Pay Equity

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The Employee's work is covered by a pay equity claim settlement in accordance with the Equal Pay Act 1972.

The pay equity claim settlement for:

- Kaiārahi i te reo can be found here: [Kaiārahi i te reo Pay Equity Claim - Ministry of Education](#)
- Therapists can be found here: [Therapists' Pay Equity Claim - Ministry of Education](#)

Note that the review clause(s) in the above settlements have no effect pursuant to Schedule 1, clause 10 of the Equal Pay Act 1972.

The Employee has been offered the benefit of the relevant settlement, which is incorporated into the KRCA (noting that the review clauses in the KRCA have no effect pursuant to Schedule 1, clause 10 of the Equal Pay Act 1972). As the Employee's terms and conditions of employment include the benefits of the relevant pay equity claim settlement, the Employee understands and acknowledges that they are barred from raising their own claim in relation to pay equity in accordance with sections 2B and 13E(6) of the Equal Pay Act 1972.

## 8 Effective Date

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Notwithstanding anything to the contrary in the KRCA, the terms and conditions in this VTE are effective from the date on which it has been signed by both parties.

**Note:** *this date cannot be sooner than the date this Agreement was promulgated.*

**The Employer and Employee agree that this VTE updates the Employee's existing terms and conditions of employment as described above.**

The Employee acknowledges that they understand they are entitled to seek independent advice about this VTE (including from their union if they are a member) and that they have had a reasonable opportunity to seek independent advice.

**SIGNED** by the Employee [date]

**SIGNED** for and on behalf of the above-named School Board by [date]

[print name] and [position]

[school number]

# Appendix One: Minimum Pay Rates

## Pay rates for Kaiārahi i te Reo

The minimum pay rates for Kaiārahi i te Reo are as shown below:

Grade	Step	Current rates	Hourly rates effective 24 February 2026
1	1	\$40.67	\$41.61
	2	\$41.64	\$42.60
	3	\$42.60	\$43.58
	4	\$43.56	\$44.56
	5	\$44.53	\$45.55
	6	\$45.50	\$46.55
2	1	\$46.47	\$47.54
	2	\$47.43	\$48.52
	3	\$48.40	\$49.51
	4	\$49.37	\$50.51
	5	\$50.33	\$51.49

## Pay rates for Therapists

The minimum pay rates for Therapists are as shown below:

Step	Current rates	Rates effective 24 February 2026
1	\$75,800	\$77,543
2	\$78,613	\$80,421
3	\$82,796	\$84,700
4	\$86,975	\$88,975
5	\$91,162	\$93,259
6	\$95,453	\$97,648
7	\$99,743	\$102,037
8	\$104,032	\$106,425
9	\$108,321	\$110,812
10	\$112,442	\$115,028

**Note:** Employers have the ability to pay above these printed rates including for additional leadership and/or management responsibilities, where appropriate.

# Appendix Two:

## Conduct and Performance

### 8.1 Conduct

8.1.1 The following principles will be followed when dealing with conduct concerns:

- a. 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.
- b. Questions of conduct and/or discipline should be handled in a manner which as far as possible protects the mana and dignity of the employee concerned.
- c. Employees may seek whānau, family, professional and/or NZEI Te Riu Roa support in relation to such matters at any stage. Employees will be advised of this at the time the employer raises their concerns with the employee.
- d. The employee must be advised in writing of the specific matter(s) causing concern and be given a reasonable opportunity to provide an explanation along with any supporting evidence. The employer must provide the employee with relevant information in accordance with their obligations of good faith. Before making a final decision, the employer may need to make further inquiries in order to be satisfied as to the facts of the specific matter(s) causing concern.
- e. Except where clause 8.1.3 applies, the employee must be advised of any corrective action required to amend their conduct and given a reasonable opportunity to do so.
- f. If a concern is sufficiently serious, an employee may be suspended until those concerns have been addressed. In most situations the suspension will be on pay. Before any suspension, the employee will be consulted so that they may give their views on this proposed course of action.
- g. In exceptional cases where the circumstances warrant, following discussion with the employee and their representative, leave without pay may be considered.
- h. The conduct process findings and any resulting action will be recorded in writing and a copy provided to the employee and placed on their personal file.

8.1.2 The provisions in Part 12 explain the processes available under the Employment Relations Act 2000 to any employee aggrieved by any action of the employer taken under these provisions.

8.1.3 The employer may dismiss without notice in the case of serious misconduct (subject to following the steps set out in clause 8.1.1 (d) above). Serious misconduct is behaviour that fundamentally compromises the employer's trust and confidence in the employee.

### 8.2 Ngā Kōrero Me Ngā Tikanga/ Discussions in a Māori Context

8.2.1 Me tuku reta atu ki te kaimahi hei whakamā-rama 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.

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.

- 8.2.2 Anei rā ētahi momo tikanga hei kōwhiringa mā rātou:
- he huihuinga kei te marae;
  - he whakawhiti kōrero kanohi ki te kanohi;
  - ka hui mai te whānau hei tuarā mō te katoa; ā  
ka hui mai ngā kaumātua me ngā kuia hei ārahi hei tohutohu i a rātou katoa.

A Māori context and manner relates to the following:

- meetings can be held on marae;
- there is face to face engagement;
- there can be whānau support for all involved; and
- guidance and advice is often provided by kaumātua and kuia for all involved.

- 8.2.3 Mēnā ka whakaaetia e te kaimahi rāua ko tōna tumuaki (he 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.

Should the employee and employer, or their representatives on their behalf, agree to a resolution of the matter then this shall 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.

- 8.2.4 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 8.1, me 8.3 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 8.1 me 8.3 i raro nei, me tuhituhi hei whakamārama ki tērā atu taha.

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 8.1 and/or 8.3 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 8.1 and/or 8.3 will be notified in writing to the other party.

### **8.3 Performance**

- 8.3.1 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 will alert the employee to these concerns and may put in place informal solutions to support the employee to address the concerns. This could include training, professional development, mentoring, or a change in report frequency.

8.3.2 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 may seek whānau, family, professional and/or NZEI Te Riu Roa support in
- (c) relation to these processes. Employees will be advised of this at the time the employer raises their concerns with the employee.
- (d) If after hearing the employee's response the employer determines that corrective action is required, the employer may implement a performance improvement plan. The employer may collaborate with the employee on the development of a plan.
- (e) At the commencement of a performance improvement process, the employee must be advised the continued poor performance may result in termination of employment.
- (f) The performance improvement plan must set out what expectations the employee is expected to meet, provide for regular assessment and reporting on how the employee is performing against those expectations, and set out what support the employee will be given to meet those expectations.
- (g) The employee must be provided a reasonable amount of time to meet the expectations.
- (h) If the above steps fail to resolve the matter of concern, the employer may, where justified, dismiss the employee immediately by providing one month's salary in lieu of notice without the need to follow the provision of clauses 9.1.

**Note 1:** *Employers are encouraged to seek advice from NZSBA before engaging in a formal performance management process.*

**Note 2:** *Managing a performance issue is different to managing a conduct issue. Performance management – not disciplinary action – is needed to fix most performance issues however, there will be times where disciplinary action is appropriate. Questions of performance should be handled in a manner which, as far as possible, protects the mana and dignity of the employee concerned.*

**Note 3:** *Employers and employees are encouraged to have regular conversations about performance including as part of their annual appraisal processes.*