

Kaiārahi i te Reo and Therapists' Collective Agreement

Effective 24 March 2026 to 23 June 2028

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Part 1: Application

1.1 Parties to the Agreement

1.1.1 The parties to this agreement are NZEI Te Riu Roa 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 and acting in accordance with s 586(5) of the Education and Training Act 2020.

1.2 Coverage

1.2.1 This agreement is binding on every employer as defined in 1.3.1.

1.2.2 This agreement is applicable to every employee employed as a kaiārahi i te reo, occupational therapist, physiotherapist or a music therapist as defined in clauses 3.1 and 3.2.

1.2.3 This agreement is binding on those employees who are or who become members of NZEI Te Riu Roa.

1.3 Interpretation and Definitions

1.3.1 “Employer” means the board (or Commissioner if applicable) of a state or integrated primary, intermediate, secondary or composite school, as defined in the Education and Training Act 2020. It does not include the board of Te Aho o Te Kura Pounamu.

1.3.2 Ko ngā mahi matua a te kaiārahi i te reo

- Whakamana tāngata
- Whakarauora te reo me ōna mātauranga Māori
- Whakararau, whakarahi te ao Māori

The core role of a kaiārahi i te reo is to:

- Uphold the dignity of people; and
- Revitalise Māori language and knowledge; and
- Embed and amplify a Māori worldview.

1.3.3 “Therapist” means an employee engaged as:

- (i) a nationally registered physiotherapist and/or occupational therapist holding a current annual practicing certificate; or
- (ii) a qualified music therapist.

1.3.4 “Converted School” has the same meaning as in clause 114 of Schedule 1 of the Education and Training Act 2020.

1.3.5 “Transferred Employee” means any employee who was transferred from employment in a state or state integrated school to employment in a charter school under clause 119 of Schedule 1 of the Education and Training Act 2020.

1.4 Term of the Agreement

1.4.1 The term of this agreement is 24 March 2026 to 23 June 2028.

1.5 Variation Clause

- 1.5.1 The parties agree that the terms and conditions in this agreement may be varied at any time by written agreement between NZEI Te Riu Roa and the Secretary for Education acting under delegation from the Public Service Commissioner made under clause 6 of Schedule 3 of the Public Service Act 2020.

Part 2: Terms of Employment

2.1 Good Employer/Equal Employment Opportunities and Pay and Employment Equity

2.1.1 Good Employer/Equal Employment Opportunities - Attention is drawn to s 597 of the Education and Training Act 2020 which outlines the responsibilities of the employer with regard to the operation of a personnel policy that complies with the principle of being a good employer and the equal employment opportunity responsibilities of the employer.

2.1.2 Pay and Employment Equity - The Ministry of Education | Te Tāhuhu o te Mātauranga and NZEI Te Riu Roa agree that remuneration, job choice, and job opportunities in the state education sector should not be affected by gender.

2.2 Appointments

2.2.1 All appointments will be permanent unless identified as being fixed term for genuine reasons based on reasonable grounds as specified in clause 2.4.2.

2.2.2 Every appointee to a vacancy will receive employment documents that include:

- (a) details of the appointment;
- (b) the pay rate/salary to be paid;
- (c) the hours of work (see clause 2.5) and the weeks of the year to be worked. These are set by the employer in accordance with the requirements of the school. The employer will consider the duties required of the role which may include:
 - (i) time spent on school business, trips, noho marae, camps, kapa haka practice meetings, preparation and planning; and/or
 - (ii) attendance at professional development, home visits, whānau hui and/or hui with kaiako/ākonga;
- (d) whether the appointment is fixed term or permanent (see clause 2.4 below);
- (e) if the appointment is for a fixed term; when or how the employment will end (see clause 2.4.2.1 below); and
- (f) whether the employee is expected to work if the school is closed for instruction during term time, such as teacher only days.

2.3 Appointment Criteria

2.3.1 Attention is drawn to s 603 of the *Education and Training Act 2020* insofar as it provides that the person best suited to the position will be appointed. In applying that provision, the employer will have regard to the experience, qualifications and abilities relevant to the position and such other relevant matters as it determines.

2.4 Categories of Employment

2.4.1 In addition to permanent employment, employees may also be employed under the following categories of employment:

2.4.2 Fixed Term Employment

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

- (i) at the close of a specified date or period; or
- (ii) on the occurrence of a specified event; or
- (iii) at the conclusion of a specified project.

- 2.4.2.2 Before an employee and employer agree that the employment of the employee will end in a way specified in 2.4.2.1, the employer must:
- (i) have genuine reasons based on reasonable grounds for specifying that the employment of the employee is to end in that way; and
 - (ii) advise the employee of when or how their employment will end and the reasons for their employment ending in that way (see clause 2.2.2).

- 2.4.2.3 The following reasons are not genuine reasons for the purposes of 2.4.2:
- (i) to exclude or limit the rights of the employee under the Employment Relations Act 2000;
 - (ii) to establish the suitability of the employee for permanent employment.

2.5 Hours of Work

2.5.1 Part-time employees

- 2.5.1.1 A part-time employee is an employee who is regularly employed for less than the full-time hours as specified in clauses 2.5.2 and 2.5.3 below and/or employed for less than 52 weeks a year.

2.5.2 Kaiārahi i te Reo

- 2.5.2.1 The regular working hours of kaiārahi i te reo will be set by the employer, at the time of appointment in consultation with the employee, as per clause 2.2 but will not exceed 40 hours per week unless otherwise agreed by the employer and employee.

2.5.3 Therapist Hours of Work

- 2.5.3.1 The ordinary hours of a full-time therapist will be 38 hours per week, Monday to Friday inclusive. Therapists' duties may include:
- (i) preparation, planning and organisation of equipment and therapy;
 - (ii) evaluation, reporting and follow-up;
 - (iii) professional liaison and home visits;
 - (iv) updating systems, contracts and case notes;
 - (v) administration and recording;
 - (vi) attending meetings and courses; and
 - (vii) professional development.

2.6 Meal Breaks

- 2.6.1 No employee will be required to work more than five hours without an uninterrupted break for a meal, such breaks to be not less than 30 minutes and no more than one hour in duration except where otherwise agreed.

2.7 Paid Breaks

- 2.7.1 Employees will be entitled to paid breaks under clause 2.7.2 and 2.7.3 below.
- 2.7.2 Employees working 5 hours or more per day may, on any such day, take either:
- (i) one 20 minute break in the morning; or
 - (ii) one 10 minute break in the morning and one 10 minute break in the afternoon.

- 2.7.3 The timing of the break(s) will take into account:
- (i) That the operational needs of the school are not compromised; and
 - (ii) That the employee concerned is afforded a genuine break.
- 2.7.4 Employees working 2 hours or more but less than 5 hours per day are entitled to either one break of 10 minutes in the morning or one break of 10 minutes in the afternoon. The timing of the break will take into account:
- (i) That the operational needs of the school are not compromised; and
 - (ii) That the employee concerned is afforded a genuine break.
- 2.7.5 Coffee, tea, sugar and milk will be provided at all meal intervals and rest periods.

Part 3: Remuneration

3.1 Kaiārahi i te Reo

3.1.1 Part 3.1 applies to employees who routinely undertake work described in the Kaiārahi i te Reo Work Matrix Table set out in clause 3.1.2 below whether titled as a kaiārahi i te reo or not.

3.1.2 Work Matrix Table

3.1.2.1 The core role of kaiārahi i te reo will be delivered through a range of the following responsibilities:

- Identifying whakapapa (genealogical) links for students.
- Holding relationships with Māori communities and/or external agencies.
- Acting as a conduit for information between the school and whānau.
- Assisting colleagues to develop their skills in te reo and/or te ao Māori.
- Identifying opportunities for Māori students and their whānau to engage in their cultural identity.
- Introducing programmes to increase te reo capability and/or pronunciation.
- Determining student capability in te reo Māori.
- Determining whānau capability in te reo and/or connection to their cultural identity.
- Assisting teachers in planning and delivering classes.
- Explaining Māori concepts.
- Normalising use of tikanga and kawa.
- Providing mana whenua knowledge, including appropriate mita (local dialect).
- Planning activities to celebrate significant Māori events.
- Conducting karanga, whaikōrero and karakia for pōwhiri.

3.1.2.2 The following Kaiārahi i te Reo Work Matrix Table applies to employees who, however titled or described, routinely undertake the work described in that table. The Kaiārahi i te Reo Work Matrix Table sets out the most common skills, responsibilities and demands that apply to kaiārahi i te reo working within Grades 1 and 2.

Work Matrix Grade	Whakamana Tāngata <i>Uphold the dignity of people</i>	Whakarauora Te Reo me ōna Mātauranga Māori <i>Revitalise Māori language and knowledge</i>	Whakararau, Whakarahi Te Ao Māori <i>Embed and amplify a Māori Worldview</i>
Grade 1 Adapts programmes and supports colleagues	Provides pastoral care for students and/or whānau. Implements programmes for whānau to engage in their cultural identity. Provides professional development for staff. Works with external agencies/ Māori communities to improve outcomes for students.	Translates resources and materials into either Te Reo or English. Adapts programmes or lesson plans to suit Māori bilingual and immersion classes. Plans and delivers Toi Māori programmes such as raranga or kapa haka. Plans and delivers Te Reo Māori and Mātauranga programmes. Uses Mātauranga Māori and/or Māori pedagogical approaches to achieve learning outcomes.	Adapts tikanga to fit the context of the school environment. Uses appropriate cultural practice to ensure proper care for taonga. Leads cultural events such as noho marae.

Work Matrix Grade	Whakamana Tāngata <i>Uphold the dignity of people</i>	Whakarauora Te Reo me ōna Mātauranga Māori <i>Revitalise Māori language and knowledge</i>	Whakararau, Whakarahi Te Ao Māori <i>Embed and amplify a Māori Worldview</i>
Grade 2 Creates, leads and advises	Creates professional development programmes for staff. Works with external agencies/ local Māori communities to effect organisational outcomes that benefit Māori.	Creates learning programmes and/or lesson plans. Creates tools and/or resources in te reo Māori. Adapts curriculum to reflect Mātauranga Māori. Advises School Leaders on Mātauranga Māori or Māori Pedagogical approaches.	<ul style="list-style-type: none"> Develops processes or guidelines to embed tikanga and/or kawa. Creates physical and intellectual taonga for kura including waiata composition.

3.1.3 Kaiārahi i te Reo pay rates

3.1.3.1 The following minimum pay rates will apply to all employees to whom clause 3.1 applies.

3.1.3.2 Employers may agree a pay rate above the stated rate for each Grade specified in the pay rate table.

Kaiārahi i te Reo Pay Rates:

Grade	Step	Hourly Rates effective 1 December 2023	Hourly rates effective 24 March 2026	Hourly rates effective 23 March 2027
1	1	\$40.67	\$41.69	\$42.52
	2	\$41.64	\$42.68	\$43.53
	3	\$42.60	\$43.67	\$44.54
	4	\$43.56	\$44.65	\$45.54
	5	\$44.53	\$45.64	\$46.56
	6	\$45.50	\$46.64	\$47.57
2	1	\$46.47	\$47.63	\$48.58
	2	\$47.43	\$48.62	\$49.59
	3	\$48.40	\$49.61	\$50.60
	4	\$49.37	\$50.60	\$51.62
	5	\$50.33	\$51.59	\$52.62

Notes:

To calculate an indicative annual salary for a 40 hour/week, 52 week/year employee, the hourly rate will be multiplied by 2,080.

The minimum step for an employee placed in either Work Matrix Grade is step 1 of that Grade.

3.1.3.3 Kaiārahi i te reo employed to relieve for another kaiārahi i te reo or employed for a fixed-term position will be paid at the appropriate rate specified in the table above.

3.1.3.4 Shared positions - Employees who are in shared positions will be paid on a proportion of the salary rate that they would have been paid had they been employed full-time, excluding any allowances to which they would otherwise have been entitled.

3.1.4 Placement on appointment

3.1.4.1 As part of the recruitment process, the employer will determine the applicable Work Matrix Grade, the job descriptions and / or other written requirements of each role.

- 3.1.4.2 On appointment as a kaiārahi i te reo, the employee's role must be placed in a Work Matrix Grade using the Kaiārahi i te Reo Work Matrix Table set out in clause 3.1.2.2.
- 3.1.4.3 The Work Matrix Grade of each role will be determined by identifying one or more of the highest level skills / demands / responsibilities, as set out in the Kaiārahi i te Reo Work Matrix Table in clause 3.1.2.2, required for the competent performance of the role. The skills / demands / responsibilities must be a routine and ongoing part of the role; isolated or one-off demands must not be included. The employer should do this using the joint NZSBA/NZEI TE Riu Roa/Ministry of Education guidance provided for this purpose.
- 3.1.4.4 A kaiārahi i te reo employed for two or more distinct positions, must be placed in the appropriate Work Matrix Grade for each position.
- 3.1.4.5 The pay rate can be at any step within the minimum and maximum rates of the applicable Work Matrix Grade. In determining the applicable pay rate, the employer should also consider any particular skills and qualifications held by the kaiārahi i te reo as well as any previous relevant paid or unpaid work experience, the level of responsibility required for the position, the level of te reo Māori and understanding of ngā tikanga Māori required for the position, and the ease or difficulty in recruiting and / or retaining the specific skills and / or experience required for the position.
- 3.1.4.6 Where an employee has previously been employed as a kaiārahi i te reo, 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.
- 3.1.5 Progression within the Work Matrix grades
- 3.1.5.1 Subject to clause 3.1.5.2 below, progression through the steps to the maximum of the applicable grade will occur on the employee's anniversary date. Progression does not occur beyond the top step of the applicable grade.
- 3.1.5.2 Progression is subject to the employee meeting or exceeding standards of performance as assessed by the employer against the job description and/or written requirements for the position. Progression will occur unless the employer considers this requirement has not been met and has informed the employee in writing no later than two months prior to the progression becoming due.
- 3.1.5.3 An employee, who has the right to representation at any stage, may request their employer reconsider their salary progression.
- 3.1.6 Movement between grades
- 3.1.6.1 Movement between grades may occur in one of the following ways:
- by appointment to a new position that has a different grade; or
 - by re-grading of a position where the requirements of the position have altered substantially.

3.1.6.2 An employer will consider the Kaiārahi i te Reo Work Matrix Table set out in clause 3.1.2.2 as criteria for movement between grades. Where a change of grade occurs, the annual rate the employee is paid in the new grade must be no less than the rate they were previously paid.

3.1.7 Overtime

3.1.7.1 For employees to whom this Part 3.1 applies, all time requested by the employer to be worked in excess of 40 working hours per week or 8 hours per day or outside of Monday to Friday inclusive is deemed to be overtime. The rate of payment for overtime will be time and a half or alternatively, by mutual agreement, time off in lieu may be taken.

3.2 Therapists

Part 3.2 applies to professional therapists who work as occupational therapists, physiotherapists, and music therapists. Therapists apply the scope of their professional practice as set by the applicable regulatory body. Therapists are registered, or eligible for registration, or eligible for membership of, and according to the relevant regulatory body.

Therapists are employed by school boards in state and state integrated schools to support ākonga, and tamariki who have an identified need for therapy due to their developmental or disability needs. Ākonga and tamariki may require therapy due to difficulties with communication, cognitive development, and/or the function or movement of the body.

Therapists lead or contribute to the assessment, design, and delivery of therapy or other therapeutic services for tamariki, individuals and/or groups of ākonga to enable them to access the curricula, and to participate and achieve at schools and in society. In some cases, therapy is provided in the home or wider community. Therapists may provide professional advice and training to whānau, caregivers, colleagues, and education provider staff members. They also provide support with assistive equipment or technology, learning environment modifications, and students' transitions between or out of education settings.

Therapists not described by the above should refer to *Annexe 1: Grandparented therapists' pay scale*.

3.2.1 Therapists' pay rates

Below is the table outlining the minimum annual rates payable for therapists:

Step	Rates effective 1 December 2023	Rates effective 24 March 2026	Rates effective 23 March 2027
1	\$75,800	\$77,695	\$79,249
2	\$78,613	\$80,578	\$82,190
3	\$82,796	\$84,866	\$86,563
4	\$86,975	\$89,149	\$90,932
5	\$91,162	\$93,441	\$95,310
6	\$95,453	\$97,839	\$99,796
7	\$99,743	\$102,237	\$104,281
8	\$104,032	\$106,633	\$108,765
9	\$108,321	\$111,029	\$113,250
10	\$112,442	\$115,253	\$117,558

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

3.2.2 Progression

3.2.2.1 Incremental progress on the pay scale will be on an annual basis unless the employer considers that the employee has failed to meet standards of performance as assessed by the employer against the job description and/or written requirements for the position and has informed the employee of this in writing no later than two months prior to the progression due date.

3.2.2.2 Any employee paid in excess of a printed rate at the time of settlement will retain that rate until it is exceeded by progression from which point progression as per clause 3.2.2.1 will apply. A board may pay a rate above the maximum rate of the therapists' pay scale at their discretion from their own funding.

3.2.3 Salary on Appointment

3.2.3.1 A therapist will, on initial appointment, be placed on a step in the salary scale in accordance with their relevant academic or professional qualification(s) and recognised previous relevant service.

3.2.3.2 As a guide, a therapist who has a relevant academic or professional qualification(s) but who has no recognised previous relevant service should be placed in the salary scale according to the following:

Relevant Academic or Professional Qualification(s) and entry steps

- A three year (360 credit) Bachelor Degree - step 1
- A four year (480 credit) Bachelor Degree - step 1
- A three-year (360 credit) Bachelor Degree plus a one-year (120 credit) Graduate (level 7) Diploma - step 1
- A Bachelor Degree plus a one-year (120 credit) Post-Graduate (level 8) Diploma - step 2
- A Masters Degree - step 3
- A Masters Degree plus a one – year (120 credit) Post – Graduate (level 8 or higher) Diploma - step 4

3.2.3.3 A therapist who, in addition to their relevant academic or professional qualification(s), has recognised previous relevant service will be credited with a further step in the scale for each completed full-time year of recognised previous relevant service up to step 7. Recognised previous relevant part-time service will be credited on a pro-rata basis.

For the purposes of this provision:

- (i) Recognised previous relevant service will include service in New Zealand as an occupational therapist, physiotherapist or music therapist.
- (ii) Recognised previous relevant service may also include other service relevant to the employee's position.
- (iii) Less than full credit may be given on appointment for other related, but not directly relevant, experience.

3.2.4 Reimbursement of professional fees

3.2.4.1 Where a therapist is required by law or by their employer to hold one of the following, the ministry will reimburse that cost of:

- (a) an annual practicing certificate
- (b) registration
- (c) membership of a professional body relating to their employment as a therapist.

- 3.2.4.2 The cost of that annual practicing certificate and / or professional body membership will be reimbursed by the employer on provision of a receipt and completion of any necessary reimbursement form.
Note: Further advice regarding these reimbursements can be found online in the Therapists' Pay Equity Claim Settlement Guidelines.

3.3 Remuneration Review Process

- 3.3.1 Where an employee wishes to have their salary review reconsidered they will refer the matter to the school board. The employee will have the right to representation at any stage.

3.4 Part-time Employees

- 3.4.1 The salary of a part-time employee will be a proportion of the rate in the basic scale which would apply to that employee if the employee were employed full-time.
- 3.4.2 Where a part-time employee is employed to work less than 52 weeks per year and the employer and employee agree for that employee to work additional weeks (whether as part of agreed weeks of work under clause 2.2.2 or in addition to those agreed weeks) those hours will be paid at the employee's normal rate, unless overtime applies.

3.5 Direct Crediting of Salaries

- 3.5.1 Salaries will be paid fortnightly by direct credit to the employee's nominated bank account.

3.6 Recognised Qualifications

- 3.6.1 Employees holding qualifications on the New Zealand Qualifications Framework that the employer, in discussion with the employee, agrees that the qualification is relevant to the employee's job description and current position will be paid an allowance as follows:
- (a) Group One: level 4-5 qualifications and level 3 teacher aide qualifications - to a maximum of \$625 per annum
 - (b) Group Two: level 6 qualifications - to a maximum of \$875 per annum
 - (c) Group Three: level 7-8 qualifications - to a maximum of \$1,125 per annum.
- Note 1:** *This includes those qualifications agreed to be an equivalent level by the New Zealand Qualifications Authority and the Ministry of Education | Te Tāhuhu o te Mātauranga verified He Tohu Mātauranga.*
- Note 2:** *The effective date for payment of the allowance in clause 3.6.1 recognising qualifications that have been agreed at an equivalent level by the New Zealand Qualifications Authority (as per Note 1. above) is from the date the employee lodged an application with the New Zealand Qualifications Authority.*
- 3.6.2 Salaried employees will receive the appropriate allowance of \$625, \$875 or \$1,125 as the case may be in fortnightly instalments, pro-rated for part-time employees.
- 3.6.3 Only one allowance will be paid for a qualification that the employer agrees is relevant to the employee's position which will be for the highest qualification held by the employee. On obtaining a higher recognised qualification that the employer agrees is relevant to the employee's position and job description, the employee will become eligible for the higher payment.

3.6.4 Anyone that was eligible for a qualification allowance up until 27 January 2012 as per provisions in the Kaiārahi i te Reo, Therapists', Assistants to Teachers of Students with Severe Disabilities and Special Education Assistants' Collective Agreement 27 January 2010 to 31 March 2011, will continue to be eligible for that allowance for as long as they remain employed by that employer in that position.

Part 4: Training and Professional Development

4.1 Training

- 4.1.1 The employer will consult with employees on training on an annual basis.
- 4.1.2 Employees will be offered such ongoing training as may be necessary as determined by the employer to ensure they maintain up to date skills and knowledge.
- 4.1.3 At the discretion of and with the prior agreement of the employer, the following may be granted:
 - (a) paid leave to attend training that is directly related to their work;
 - (b) reimbursement of expenses related to training.

4.2 Professional Development

- 4.2.1 The parties agree that ongoing professional development is an important component of the provision of quality support services within schools. Further the parties acknowledge that the provision of quality support services is aided by appropriately qualified staff.
- 4.2.2 Both the employer and employee are responsible for discussing and identifying appropriate professional development opportunities. This should occur on at least a 12 monthly basis and where possible be linked to the annual appraisal process.
- 4.2.3 Subject to 4.2.6, a Board may require an employee covered by this agreement to attend professional development opportunities for up to five days in each calendar year. The identification of such opportunities is likely to arise from the process referred to in 4.2.2.
- 4.2.4 The most appropriate opportunities may be in term time or during term breaks, and may be during the employee's normal working hours or outside those hours. When considering such opportunities, the employer will give every reasonable regard to the employee's external responsibilities and commitments.
- 4.2.5 Where an employee considers that they are not being provided with an appropriate professional development opportunity through the process referred to in 4.2.2, the employee may apply to the school board to have their attendance at a particular course approved and reimbursed under this clause. Such approval will be at the discretion of the school board based on the principles expressed in this clause (4.2).
- 4.2.6 Where professional development occurs outside of work hours or on a day not normally worked, the employee will receive full pay for the time spent at the course, including reasonable travelling time, for a maximum of eight hours per day. In addition, the course costs and reasonable expenses will be met by the board. A minimum of four weeks' notice of any such course will be given to the employee.
- 4.2.7 Where the professional development occurs on a day or days the employee would normally work, the employee will be entitled to have course costs and reasonable expenses paid by the employer in addition to normal wages for the day. Where the course length, including reasonable travelling time, exceeds the hours normally worked on the day, those additional hours will also be on full pay to a maximum of eight hours.
- 4.2.8 Where the employer requires the employee to use their own vehicle reasonable expenses will include mileage payments as per 5.1.

Part 5: Expenses and Allowances

5.1 Motor Vehicle Allowance

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.

5.2 Protective Clothing

5.2.1 Where necessary therapists will be provided with appropriate protective clothing (such as gloves, smocks or overalls). The clothing will remain the property of the employer.

5.2.2 Where any employee, in the course of their employment is expected to work in swimming pools assisting children with special needs, the employer will meet the cost of swimwear up to a maximum of \$75 per year on production of receipts.

5.3 First Aid Allowance

5.3.1 Where an employee holds a current first aid certificate or recognised nursing qualification and is a designated first aider in the school, such an employee will be paid an allowance of \$0.35 per hour. The employer will meet the cost (up to a maximum of \$160.00) of obtaining or reviewing a first aid certificate, from a recognised provider for a designated first aider.

5.4 Work During School Trips and School Camps

5.4.1 For any school camp or school trip, where the employee is required to be in attendance (including staying overnight) the employee will be paid at the minimum adult wage rate for any hours worked between 6pm and 8am.

***Note:** For avoidance of doubt, these hours must be paid, whether or not the employee is required by circumstance to be awake in the night.*

5.4.2 By mutual agreement, time in lieu may be substituted.

5.5 Tiaki Allowance

5.5.1 The following provisions will apply to therapists only.

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.

5.5.3 Where a therapist is required to clean up a student soiled with other forms of body fluids, the allowance will be payable at the employer's discretion.

5.5.4 This allowance will be payable for no more than one attendance to such duties per day.

5.6 Reimbursement of Expenses

- 5.6.1 The employer will pay the actual and reasonable expenses incurred by the employee in carrying out duties required by the employer. This will include, for example, expenses when the employee has been required to work outside normal working hours and has had to purchase an evening meal, or has incurred costs in the course of official business such as attending staff development courses or school trips as required by the employer. The employee may be asked to provide receipts to support a claim for expenses.

5.7 Supervision of Therapists

- 5.7.1 A therapist who is permanently employed for 0.6FTE or above and for whom there is a mandatory requirement for supervision for the demonstration of competency will have the cost of the supervision met by the employer, where costs arise.
- 5.7.2 The employer will, in consultation with the employee, determine whether the supervision can be provided internally or whether external supervision is required.

5.8 Team Leader Allowance

- 5.8.1 Where an employer employs four or more therapists they may allocate at their discretion an allowance of \$4,000 per annum to the therapist(s) who are designated to lead a team.
- 5.8.2 Where the employer allocates a Team Leader Allowance, the employer will specify in writing what duties the allowance is being allocated for, and whether those duties are for a fixed duration or will be ongoing.
- 5.8.3 Where the employer no longer requires the employee to perform the duties in clause 5.8.2, or no longer employs four or more therapists, the employer must provide 1 month's written notice of the termination of the allowance.
- 5.8.4 Where a part-time employee is designated as a team leader, the Team Leader Allowance will be pro-rated based on the employee's agreed ordinary hours of work relative to a full-time equivalent.
- 5.8.5 An employee may relinquish their team leader duties as specified by the employer under clause 5.8.2, only with the employer's written agreement. The Team Leader Allowance will cease from the date of relinquishment.

Transitional Arrangements

- 5.8.6 Prior to the date this collective agreement came into force, some employees may have already received additional remuneration for performing team leader duties. In these circumstances, the employer and employee may agree that some or all of that remuneration will be replaced by the team leader allowance, provided that the employee's total remuneration must not decrease and their salary must not be reduced below the applicable minimum rate.

Part 6: Leave Provisions

6.1 Public Holidays and additional paid holidays

6.1.1 The Holidays Act 2003 will apply except where otherwise provided.

- 6.1.2 (a) The days set out in s 44(1) of the Act will be observed as public holidays and paid in accordance with the provisions set out below:
- Christmas Day
 - Boxing Day
 - New Year's Day
 - The day after New Year's Day
 - Waitangi Day
 - Good Friday
 - Easter Monday
 - Anzac Day
 - Sovereign's Birthday
 - Matariki
 - Labour Day
 - Anniversary Day (as observed in the locality concerned)
- (b) In addition to the public holidays listed in clause 6.1.2(a), all staff will be entitled to observe Easter Tuesday as an additional paid holiday. Therapists will also be entitled to observe the day after Boxing Day as an additional paid holiday.
- (c) Employees, for whom clause 6.3.7 below applies, will no longer be entitled to an additional paid holiday on Easter Tuesday and, for therapists, the day after Boxing Day.

6.1.3 In the event of a public holiday falling on a Saturday or Sunday, in accordance with the Holidays Act 2003, such holiday will be observed on the following Monday, and in the event of another holiday falling on that Monday then the whole holiday will be observed on the succeeding Tuesday. For clarity this clause does not apply to paid additional holidays listed in clause 6.1.2 (b).

6.1.4 Other than as provided in 6.1.6 below, employees will be paid for the public holidays listed in 6.1.2(a) and the additional paid holidays listed in clause 6.1.2(b) above on the basis of the hours they would normally work on the day of the week on which the public holiday or additional paid holiday is observed. For clarity, public holidays and additional paid holidays which are observed during a term break will be paid provided that the employee:

- (i) During term time normally works on the day of the week on which the public holiday is observed; and
- (ii) Is in continuous employment which extends beyond that term break.

6.1.5 An employee whose employment is terminated (including expiry of a fixed term agreement) but whose final date of work is notionally extended by any annual leave holiday entitlement (in accordance with s.40 of the Holidays Act 2003) to include a public holiday falling on a day normally worked (including during a term break), would receive the relevant daily pay for that day.

- 6.1.6 With regard to Christmas Day, Boxing Day, New Year's Day and the day after New Year's Day, these will be paid public holidays for all employees who are employed within ten working days of the last day the school is open for instruction in an academic year. Provided that this will also apply where the employee's employment ceases due to termination of the delivery of the curriculum to a particular student or students and this occurs within one month prior to the last day the school is open for instruction in an academic year. Payment for these public holidays will be on the basis that the employee:
- (a) During term time normally works on the day of the week on which the public holiday is observed; and
 - (b) Is in continuous employment which extends beyond the particular period during which the school is not open for instruction.
- 6.1.7 Except as provided under 6.1.4 and 6.1.5 above, it is not intended an employee specifically on leave without pay would be eligible for a paid public holiday. Provided that an employee who has applied for and been granted a period of leave without pay which spans a term break will not be entitled to payment for any public holiday which is observed within that term break.
- 6.1.8 An employee who is required to work on a public holiday will be paid at the rate of time and one half of their relevant daily pay for all time worked and will be entitled to a paid day in lieu to be taken at a subsequent mutually agreed date.

6.2 Service for Annual, Sick and Long Service Leave Purposes

- 6.2.1 Service for annual and sick leave purposes is the aggregate of all full and part-time employment with:
- (a) any state or integrated school in any role covered by this Agreement or the Support Staff in Schools' Collective Agreement, and
 - (b) any converted school as a transferred employee as defined in clause 1.3.
- 6.2.2 Parental leave will count as service as provided for under s43 of the Parental Leave and Employment Protection Act 1987.
- 6.2.3 Recognition of service as a transferred employee at a converted school is conditional on the employee providing a certificate of service from the converted school which shows:
- (a) the employee's length of service as a transferred employee;
 - (b) how many days' sick leave was taken at the converted school;
 - (c) when and how many days long service leave has been taken at the converted school;
 - (d) and any other information necessary to determine leave entitlements.
- 6.2.4 Where service is recognised under clauses 6.2.1 and 6.2.3 above, any sick leave and long service leave entitlement will be reduced by any sick leave or long service leave taken by the transferred employee at the converted school.

6.3 Annual Leave

- 6.3.1 All annual leave will be taken at a time in which the school is officially closed for instruction (unless there is, or has been, agreement to do otherwise).
- 6.3.2 All employees are entitled, based on their service (as defined in clause 6.2) to the leave provisions contained in 6.3.5, 6.3.6 or 6.3.7. No employee will be covered by more than one of these three clauses at any point in time.

- 6.3.3 For the purposes of annual leave, a ‘week’ of leave for an employee is based on their ordinary working week.
- 6.3.4 Holiday pay will be paid in the employees’ fortnightly cycle as per clause 3.5. An employee can elect the option of having their holiday pay paid as a lump sum prior to taking annual leave by giving their employer two weeks’ notice.
- 6.3.5 For all employees
- (a) All employees will be entitled to four weeks annual leave in addition to public holidays and additional paid holidays provided for in clause 6.1.2
 - (b) Where the employee commences employment with an employer after the beginning of the school year the employer will, in that first year, pay to the employee, when they take leave at the end of the school year, an amount equal to 8% of gross earnings for the period worked for that employer during that school year, less any annual leave payment made in advance by that employer.
 - (c) Where an employee’s employment terminates before the end of the school year annual leave will be paid in accordance with the Holidays Act 2003.
- 6.3.6 For all employees who have completed five years’ current continuous service as defined in clause 6.2:
- (a) will for the sixth and subsequent years be entitled to accrue 4.6 weeks of annual leave in addition to public holidays and the additional paid holidays described in clause 6.1.2.
 - (b) Where the employee commences employment with an employer after the beginning of the school year the employer will pay to the employee an amount equal to 9.2% of gross earnings for the period worked for that employer during that school year, less any annual leave payment made in advance by that employer.
 - (c) Where an employee’s employment is terminated before the end of the school year, annual leave will be paid in accordance with the Holidays Act 2003, except that holiday pay will be calculated on the basis of annual leave entitlements provided for in 6.3.6(a) and (b).
- 6.3.7 For all employees who have completed ten years’ current continuous service as defined in clause 6.2 the following applies:
- (a) Employees will for the eleventh and subsequent years be entitled to accrue five weeks annual leave in addition to public holidays and the additional paid holidays described in clause 6.1.2, subject to clause 6.3.7 (b) and (c) below.
 - (b) Employees entitled to five weeks annual leave under this clause, will no longer be entitled to the day after Boxing Day (where provided for in the collective agreement) and Easter Tuesday as additional paid holidays (as outlined in clause 6.1.2 (b)). Notwithstanding clause 6.3.1, employees agree to take the day after Boxing Day and Easter Tuesday as paid annual leave days.
 - (c) Where the employee commences employment with an employer after the beginning of the school year the employer will pay an amount equal to 10% of gross earnings for the period worked during that school year for that employer less any annual leave payment made in advance by that employer.
 - (d) Where an employee’s employment is terminated before the end of the school year annual leave will be paid in accordance with the Holidays Act 2003, except that the holiday pay will be calculated on the basis of annual leave entitlements provided for in clause 6.3.7(a) and (b).

6.4 Long Service Leave

6.4.1 On the completion of 20 years' service therapists will be granted 4 weeks' long service leave with full pay. Such leave is to be taken within 5 years of the completion of 20 years' service.

6.5 Sick Leave

6.5.1 A full or part-time employee will be entitled to sick leave on full pay on account of sickness or injury as follows:

	Entitlement	Accumulated entitlement
On first appointment in a role covered by this Agreement	20 days	20 days
6 months service	10 days	30 days
12 months service	10 days	40 days
18 months service	10 days	50 days
24 months service	10 days	60 days
30 months service	10 days	70 days
Each subsequent 12 months of completed continuous service	10 days	+10 days

6.5.2 Service in the above table means the same as in clause 6.2.

6.5.3 Application

- (a) Sick leave is to be deducted for the days or half days of absence.
- (b) Sick leave will not be deducted for an absence that is less than 25% of the hours normally worked on that day
- (c) An employee will be granted, as a charge against the employee's sick leave entitlement, leave with pay if an employee's spouse (or partner) or a person who depends on the employee for care, is sick or injured.
- (d) If requested by the employer, an employee will produce a medical certificate or other evidence for absences exceeding five or more consecutive calendar days, whether or not the days would otherwise be working days for the employee.
- (e) The employee must inform the employer of the intention to take sick leave as early as possible before they are due to start work, or if this is not practical as early as possible after that time.
- (f) Sick leave will not be deducted in respect of any public holiday for which the employee is entitled.

6.6 Bereavement/Tangihanga Leave

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

6.6.2 In exercising its discretion to grant this leave, and in fixing the length of leave, the employer must discharge its obligations in a culturally sensitive manner, taking into account the following:

- (a) the closeness of the association between the employee and the deceased;
- (b) the responsibilities of the employee for any or all of the arrangements for the ceremonies resulting from the death;
- (c) the amount of time needed properly to discharge any responsibilities or obligations by an employee; and
- (d) reasonable travelling time, provided that the employer need not take into account total travelling time where an employee must attend a funeral overseas.

However, any decision regarding the length of bereavement leave will be no less than the minimum amounts set out by s70 of the Holidays Act 2003.

Note 1: *The minimum entitlement prescribed in the Holidays Act 2003 for a bereavement on the death of the employee's spouse, parent, child (including by reason of miscarriage or still birth), brother or sister, grandparent, grandchild or spouse's parent is three days' paid leave.*

Note 2: *The minimum entitlement prescribed in the Holidays Act 2003 for a bereavement on the death of any other person where obligations (such as those in 6.6.1) exist is one day.*

- 6.6.3 The employer's decision on this leave and the length of such leave will be made as quickly as possible so that the employee is given maximum time possible to make any arrangements necessary. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary. If paid leave is not appropriate then leave without pay will be granted, but as a last resort.
- 6.6.4
- (a) Where an employee is absent on annual leave and a bereavement occurs the employer will be notified and will determine the number of days of bereavement leave to be granted in under clause 6.6.2 above. The days will replace the annual leave.
 - (b) If bereavement leave is sought while an employee is absent on sick leave or any other leave with pay, the employer may agree to such leave being interrupted and bereavement leave being granted in its place.
 - (c) The above provisions will not apply if the employee is on leave without pay.
- 6.6.5 Payment of bereavement leave will be an amount that is equivalent to the employee's relevant daily pay for each day of bereavement taken by the employee that would otherwise be a working day for the employee.

6.7 Parental Leave

- 6.7.1 Parental leave will be allowed in accordance with the requirements and provisions of the Parental Leave and Employment Protection Act 1987. The following provisions are by way of summary of the Act. Further details are available at <https://www.employment.govt.nz/leave-and-holidays/parental-leave/> or free phone 0800 20 90 20.
- 6.7.2 This Act provides that on written application an employee will be entitled to unpaid parental leave provided that:
- (a) the employee has worked for the same employer for 6 months before the expected date of delivery or the date of adoption; and
 - (b) the employee has worked at least 10 hours per week during that period.
- 6.7.3 Parental leave is:
- (a) primary carer leave of up to 26 weeks;
 - (b) special leave of up to 10 days;
 - (c) paternity leave of up to 2 weeks; and
 - (d) extended leave of up to 52 weeks.

6.7.4 The same leave provisions apply to parents adopting children of not more than 5 years of age.

6.7.5 Attention is drawn to the employment protection clauses of the Parental Leave and Employment Protection Act 1987.

6.7.6 An employee's position will be held open, subject to any redundancy situation arising at the school or the expiry of the employee's employment agreement, for the duration of the parental leave.

6.8 Parental payment (kaiārahi i te reo and therapists)

6.8.1 Part 6.8 applies to kaiārahi i te reo (for whom Part 3.1 applies) who take primary carer leave after 4 July 2022, and therapists (for whom Part 3.2 applies) who take primary carer leave after 13 March 2024.

6.8.2 Where an employee takes primary carer leave (as defined in section 2 of the Parental Leave and Employment Protection Act 1987) and returns to duty before or at the expiration of their parental leave and completes a further six months' service, they qualify for a payment equivalent to six weeks' pay at the rate applying for the six weeks immediately prior to the commencement of parental leave.

6.8.3 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 one and only one payment, and they may choose (after they have qualified) who will receive it.

6.8.4 Any adjustments to the salary scale that are backdated into the period covered will apply.

6.8.5 An employee who is absent on parental leave for less than six weeks will have their payment prorated based on the period of absence on parental leave.

6.8.6 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.

6.9 Re-entry After Absence Due to Childcare

6.9.1 An employee who resigns to care for pre-school children may apply to be re-employed by the employer from whose employment they resigned and be appointed to a vacancy with that employer under preferential provisions provided that:

- (a) the absence does not exceed four years from the date of resignation or, five years from the date of cessation of duties to take up parental leave; and
- (b) the applicant must:
 - produce a birth certificate for the pre-school child;
 - sign a statutory declaration indicating that absence has been due to the care of a pre-school child and paid employment has not been entered into for more than 15 hours per week during absence.

6.9.2 Where the applicant meets all the provisions of 6.9.1 above and, at the time of application:

- (a) has the necessary skills to fill competently, a vacancy which is available; and
- (b) the position is substantially the same in character and at the same or lower salary and grading as the position previously held,

then the applicant under these provisions is to be appointed in preference to any other applicant for the position.

6.9.3 Absence for childcare reasons will interrupt service but not break it. The period of absence will not count as service for the purposes of sick leave or annual leave or any other leave entitlement.

6.9.4 The period of preferential appointment expires 3 months after the period in 6.9.1(a).

6.10 Jury Service

6.10.1 The employer will grant leave with pay when an employee is required to serve on a jury provided that all fees for service are reimbursed to the employer.

6.11 Other Special Leave

6.11.1 The employer may, where there are special circumstances, grant discretionary leave with or without pay to any employee during periods when the school is officially open for instruction, provided that such leave does not unreasonably impinge on the operational requirements of the school.

6.11.2 Before approving any discretionary leave, the employer will ensure that the granting of such leave complies with any funding arrangements applying to the school in respect of such leave.

6.12 Family Violence Leave

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

6.13 Disregarded sick leave

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

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

6.13.2 The employee will produce:

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

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

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

6.13.4 Where paid sick leave has been deducted for any period subsequently granted as disregarded sick leave under clause 6.13.1 above, the sick leave will be reinstated.

Part 7: Other Working Conditions

7.1 Sexual harassment statement

7.1.1 The parties to this agreement consider sexual harassment in the workplace is not acceptable and attention is drawn to Part 12 of this Agreement.

7.2 Health and safety

7.2.1 Attention is drawn to the provisions of the Health and Safety at Work Act 2015, the Ministry of Education | Te Tāhuhu o te Mātauranga/New Zealand School Boards Association *Health and Safety Practical Guide for Boards of Trustees and School Leaders 2016*, any amendment or any other relevant legislation or code subsequently introduced.

7.3 Immunisation

7.3.1 The parties agree in principle that responsibility for pre-exposure immunisation of employees rests with employers who should accept responsibility for safety in the workplace, advised as necessary by health officials.

7.3.2 In situations where employees may be at significantly increased risk of acquiring hepatitis B or similar diseases because of the nature of their job, the situation will be assessed on an individual basis to decide if immunisation would be appropriate. Immunisation will be provided by the employer if appropriate.

7.3.3 In all situations where there is a risk of infection of the kind envisaged in clause 7.3.2, it will be the duty of the employer to require safe working practices on the part of the employee and to ensure appropriate hygiene practices to reduce such risk to a minimum, whether or not immunisation is considered advisable.

7.4 Privacy Act

7.4.1 Attention is drawn to the Privacy Act 2020 which outlines responsibility for the collection, storage and availability of personal information.

Part 8: 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.

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 relation to these processes. Employees will be advised of this at the time the employer raises their concerns with the employee.
- (c) 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.
- (d) At the commencement of a performance improvement process, the employee must be advised the continued poor performance may result in termination of employment.

- (e) 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.
- (f) The employee must be provided a reasonable amount of time to meet the expectations.
- (g) 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 provisions 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.*

Part 9: Termination and Abandonment of Employment and Record of Service

9.1 Termination of employment

9.1.1 Unless otherwise agreed between the employer and the employee and except as provided in clause 9.1.2, termination of employment will be by one month's notice by either the employee or the employer, to the other party; except in cases of serious misconduct which may warrant instant dismissal.

9.1.2 Where an employee is appointed for a fixed term under clause 2.4.2(ii), and the date of the specified event is unknown at the time of appointment, the employee will have their employment terminated on the occurrence of that specified event. The employer is required to give at least two weeks' notice of termination of employment.

9.2 Abandonment of employment

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

9.3 Record of service

9.1.4 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 10: Employment Protection and Surplus Staffing Provisions

10.1 Employment Protection Provision

- 10.1.1 'Restructuring' is given the same definition as in section 69OI of the ERA 2000 and includes:
- (i) Contracting out; or
 - (ii) Selling or transferring the employer's business (or part of it) to another person; but excludes mergers (in the case of mergers clause 10.3 will apply).
- 10.1.2 Where work undertaken by an employee covered by this Agreement will be, or is likely to be, undertaken by a new employer (whether or not the new employer is an "employer" defined in 1.3) the employer will notify the National Office of the union(s) where one or more of the employees affected by the restructuring is a member of the union(s). In such circumstances the employer will meet with representative(s) of the union(s) to:
- (a) Identify the issues the employee(s) wish to have considered by the new employer;
 - (b) Ensure that all current terms and conditions of employment of the employee(s) are accurately recorded; and
 - (c) Determine the process by which communications to/from the employee(s) will be conducted.
- 10.1.3 The employer will encourage the new employer to agree to the involvement of the union(s) in the processes described in clauses 10.1.4 and 10.1.5 below.
- 10.1.4 Having completed the process described in 10.1.2 above, the employer will meet with the new employer to:
- (a) 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
 - (b) seek a proposal for the employment of the affected employees by the new employer, including clarification of the terms and conditions on which those employees would be offered employment by the new employer.
- 10.1.5 The following will be matters for clarification under clause 10.1.4(b) and again should be read in conjunction with the surplus staffing provisions of this collective agreement.
- (a) the number and type of positions that may be offered by the new employer to employees affected by the restructuring;
 - (b) 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);
 - (c) the arrangements, if required, for the transfer of any accrued benefits and entitlements in relation to those employees;
 - (d) the arrangements, if required, for when and how offers of employment are to be made to the affected employees and the mode of acceptance, including whether any offers of employment made by the new employer will be conveyed through the representatives of the union(s).
- 10.1.6 The notice provisions of the surplus staffing provisions will apply as described in 10.2.3 and 10.2.4 below.
- 10.1.7 The process to be followed at the time of the restructuring to determine what entitlements, if any, are available for employees who do not transfer to the new employer are set out in 10.2 below. This clause as a whole will be read in conjunction with those provisions.

10.1.8 Clause 10.1 will be read in conjunction with clause 10.2.

10.2 Surplus Staffing Provisions

10.2.1 The surplus staffing provisions will not apply to any employee who is employed on a fixed term basis as defined in 2.4.2. The provisions in relation to staff affected by a merger of 2 or more schools are set out under clause 10.3 and any provisions in 10.2 will only apply where they are specifically provided for in clause 10.3.

10.2.2 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;
- a change in plant (or like cause) relevant to the individual employees' employment; or
- change of status or closure of the school, or the sale or transfer of all or part of the school.

10.2.3 The employer will, at least one month prior to issuing notice of termination, advise any affected employee(s) of the possibility of a surplus staffing situation within an occupational category in the school.

10.2.4 The period of notice is to allow time for discussion between the employer and the employee(s) of the reasons for the possible surplus staffing situation and to determine whether this surplus can be absorbed by attrition. 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.

10.2.5 If the required number of positions cannot be achieved through attrition (refer clause 10.2.4) and a surplus staffing situation still exists, all available positions in the occupational category will be internally advertised and appointments made from existing employees in that category. Where there is only one position in the identified occupational category in which the surplus exists identification of the position will be automatic.

10.2.6 Employees who are not appointed in terms of 10.2.5 above, or who are identified as surplus in terms of 10.2.5 above will be given a minimum of one month's written notice of termination of employment provided for in clause 9.1. 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.

10.2.7 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 be sought by the employee. Such approval will not be unreasonably withheld by the employer.

10.2.8 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.

10.2.9 For the purposes of 10.2.8 a reasonable offer of employment will constitute an offer of employment that:

- (a) is in the same location or within reasonable commuting distance;
- (b) has comparable duties and responsibilities; and
- (c) has terms and conditions that are no less favourable
- (d) 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.

- 10.2.10 If the offer of employment referred to in 10.2.9 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.
The employer must first ensure that in granting such extended notice that this complies with any funding arrangement applying to the school.
- 10.2.11 In the event of a school closure, the employee may be made an offer of employment prior to the disestablishment of the position at another state or integrated school. Where this is an offer of employment to a lower graded position or a position at a lower hourly/salary rate than that previously held, the employee will be entitled to an equalisation allowance calculated under clause 10.3.10(f). Where this is an offer of employment to a position with reduced hours to that previously held, the employee will be entitled to a partial redundancy payment calculated under clause 10.3.10(g). Where the employee accepts such an offer the employer of the closing schools' responsibilities under 10.2.12 below will be fulfilled. Where the employee does not accept such an offer the provisions of 10.2.12 will apply.
- 10.2.12 Except as provided under 10.2.11, 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 subsequent year or part thereof to a maximum of 30 weeks' pay in total.
Note 1: *This is calculated on current gross weekly earnings as at the last day of service or on average gross weekly earnings over the previous 12 months service whichever is the greater.*
Note 2: *For the purposes of the redundancy calculation the definition of service for employees other than therapists is the same as that defined in 6.2.1 provided that no period of service that ended with the employee receiving a redundancy or severance payment will be counted as service.*
Note 3: *For the purposes of the redundancy calculation the definition of service for therapists is the same as that defined in 6.2.1 provided that no period of service that ended with the employee receiving a redundancy or severance payment will be counted as service.*
Note 4: *An employee with less than one year's service will receive a pro-rata payment.*
 - (b) All holiday pay and wages owing.
- 10.2.13 A work reference or record of service will be provided on the employee's request.

10.3 Staffing merger provisions

(Note: Any reference to "support staff" in the clauses below means a kaiārahi i te reo or a therapist.)

- 10.3.1 The purposes of these provisions are to:
- (a) Provide a staffing merger process that facilitates a fair and orderly transition;
 - (b) Ensure an appropriate structure is in place to enable the merged school to function efficiently and effectively;
 - (c) Ensure that as many employees as possible currently employed in a merging school are re-assigned or re-confirmed to positions in the merged school;
 - (d) Ensure that employees of the merging schools who are not reconfirmed or reassigned to positions in the merged school have access to redundancy compensation in a fair and timely manner.

- 10.3.2 “Merging schools” includes the merging school(s) and the continuing school before the date of merger; and “merged school” is the continuing school from the date of merger.
- 10.3.3 “Employee” will mean a permanent employee of one of the merging schools who falls within the coverage clause of this Agreement.
- 10.3.4 Employment Protection
- (a) Actual vacancies that arise at the schools involved in a merger or the merged school, from the earlier of the announcement of a staff review or Gazette notices will be filled with temporary appointments. However, if operational needs require, the employer may determine, in consultation with the union, that any such position may be made permanent. This moratorium applies until the completion of the reconfirmation/reassignment process and notice period, except as provided elsewhere in clause 10.3.
 - (b) Throughout the staffing merger process the employer will attempt to meet any reduction required by the use of attrition.
 - (c) Throughout the staffing merger process no support staff position at the merged school will be externally advertised until the reconfirmation and reassignment processes described in clauses 10.3.9 and 10.3.10 respectively have been finalised.
- 10.3.5 Needs Analysis
- (a) The needs analysis is the process that designs the staffing structure for the merged school. This process will be conducted by representatives of all the boards involved in the merger (the joint schools’ committee or merger committee).
 - (b) This committee will conduct a needs analysis in consultation with employees and the union.
 - (c) The needs analysis will:
 - (d) identify the future support staff structure and needs of the merged school; and
 - (e) ensure that the required staff roles have been clearly defined in terms of occupational category and appropriate grade
 - (f) As a result of the consultation process, a draft ‘staffing plan’ will be developed and made available to each employee, and to the nominee(s) of the NZEI Te Riu Roa, for further consultation.
 - (g) No less than ten working days will be made available for this consultation to occur before any further step is taken, unless otherwise agreed.
(**Note:** The parties agree that it is desirable to have the same number of days as the teachers in the affected school.)
 - (h) If, as a result of consultation, there are alterations to this draft, the amended versions will also be made available for a further three working days.
 - (i) When the final staffing structure is announced, the employer will invite all employees to express a preference (or preferences) in writing, for a position (or positions) at the merged school. Where this announcement identifies the possibility of a position or positions being disestablished, any affected employee(s) will be given one month’s written notice of a possible surplus staffing situation within their occupational category in the school. This period of notice must be allowed before notice of termination, as described in clause 10.3.11(a) of this clause, may be given.
 - (j) Employees will have at least one calendar week’s notice of the closing date for expressions of interest in the position(s) at the merged school.
- 10.3.6 Appointments Process
- (a) The boards involved in the merger may agree on a Joint Appointments Committee or use the committee referred to in 10.3.5 (a) above (hereafter referred to as the Committee). The Committee should be responsible for managing the reconfirmation and reassignment process for all staff.

- (b) The principal of the merged school, once appointed, should be included on the Committee.

10.3.7 Voluntary Option

- (a) Following the publication of the final staffing structure, the employer board will invite written expressions of interest in the option of voluntary redundancy. Subject to the employee completing the required period of notice (two months, or less by mutual agreement) an employee whose application for voluntary redundancy is accepted will receive their full entitlement to redundancy pay as prescribed by clause 10.2.12 (Surplus Staffing) of the Agreement.
- (b) An employee may continue to volunteer for this option without prejudice or withdraw from it at any point in the staffing merger process, providing the employer has not already accepted the application in writing. No letter of acceptance will be issued without the agreement of the Committee.
- (c) The employer will not be bound to agree to any application for voluntary redundancy.

10.3.8 Appointment/Selection Process

- (a) For the purpose of clauses 10.3.9, 10.3.10 and 10.3.11 below:
 - (i) 'Reconfirmation' will mean the process whereby employees are transferred to suitable positions at the merged school.
 - (ii) A 'suitable position' is one which has similar duties and/or for which the applicant is appropriately qualified and experienced or could become so with reasonable access to re-training. The new position will have the same or a higher grading.
 - (iii) 'Reassignment' will mean the process that applies to functionally equivalent positions.
 - (iv) 'Functionally equivalent' will mean positions which are generally similar in role, duties and status and which require similar qualifications, training, skills and experience but may have different titles.
 - (v) 'Merit' means the most suitable person and primarily includes assessment of qualifications, training, skills and experience.

10.3.9 Reconfirmation

- (a) The employer will reconfirm (as defined in clause 10.3.8(a)(i) above) employees to suitable positions at the merged school.
- (b) An employee may be reconfirmed to their preferred position or, subject to their agreement, to a position for which they are appropriately qualified and experienced.
- (c) Where there are two or more employees eligible for re-confirmation to a single position, the employer will reconfirm the most suitable candidate(s) based on merit.
- (d) Where a permanent employee is reconfirmed, this must be into a position of at least the same hours. Provided that where an employee accepts redeployment to a position with reduced hours in a situation where a position with at least the same hours is not available, that employee will be entitled to a partial redundancy payment.
- (e) Partial redundancy will be calculated on the basis of applying the redundancy pay formula described in clause 10.2.12 (Surplus Staffing) of this agreement to the total number of reduced hours as set out under clauses 2.5 and 2.6 (Hours of Work) of this Agreement. This total will be paid as an allowance over the number of weeks of entitlement. Should the employee's hours increase over this period the allowance will be reduced or removed accordingly.

10.3.10 Re-assignment to Functionally Equivalent Positions

- (a) Following completion of the reconfirmation process, the employer may reassign an employee, who has not been reconfirmed in under clause 10.3.9, to a suitable position at the merged school.

- (b) Subject to the provisions in this section, if an employee expresses a preference for a position that is functionally equivalent (as defined under 10.3.8(a)(iv) above) to their current position, and they are the only suitably qualified and experienced employee for that position, they will be reassigned to that position.
- (c) An employee may be reassigned to their preferred position or, subject to the agreement of the employee, to a position for which they are appropriately qualified and experienced.
- (d) Where there are more employees in positions that are functionally equivalent than there are such positions at the merged school, the employer will seek internal applications for the position(s) from those employees and will appoint the most suitable candidate(s) based on merit.
- (e) An employee who is not appointed to a functionally equivalent position at the merged school may be reassigned to any vacant position for which they are suitable, or could become suitable with access to re-training, provided the terms and conditions are no less favourable and the duties and responsibilities are comparable.
- (f) An employee who accepts reassignment to a position assessed as being at a lower grade and/or offering a lower hourly rate/salary rate will be entitled to an equalisation allowance for a period of one year from the date on which the reassignment takes effect. The equalisation allowance will be calculated on the basis of the difference between the hourly rate/salary rate paid to the employee prior to reassignment and that paid for the position to which they have been reassigned. Should the position be upgraded, or a higher graded position obtained during the 12 month period, the allowance would be reduced accordingly or removed.
- (g) An employee who accepts reassignment to a position with reduced hours will be entitled to a partial redundancy payment. Partial redundancy will be calculated on the basis of applying the redundancy pay formula described in clause 10.2.12 (Surplus Staffing) of this Agreement to the total number of reduced hours, as set under clause 2.5 (Hours of Work) of this Agreement. This total will be paid as an allowance over the number of weeks of entitlement. Should the employee's hours increase over this period it will be reduced or removed accordingly.
- (h) An employee who does not wish to accept reassignment to a position with less favourable terms and/or conditions will be deemed to have had their position disestablished. The provisions of clause 10.3.11 below will apply to any such employee.

10.3.11 Notice and Disestablishment of Positions

- (a) Any employee who is not reconfirmed or reassigned as per clauses 10.3.9 and 10.3.10 above will be deemed to have had their position disestablished and will be given written notice of termination advising of the date that the notice will take effect. This notice period will be a minimum of one month.
- (b) If, during the two-month notice period, a suitable permanent position arises at the merged school the employee may seek appointment to that position and, if they are suitably qualified and experienced, they will be appointed to that position.
- (c) During the notice period the employer will provide reasonable paid time for the employee to attend interviews.
- (d) Clauses 10.2.7 – 10.2.10 (Surplus Staffing) will apply in relation to the notice period. These provisions emphasise the responsibilities in relation to securing alternative employment on the employer and employee. Where a reasonable offer of employment, as defined in clauses 10.2.8 and 10.2.9, is made in the education or state service, the employer has no further obligation in relation to redundancy payments. Scope exists to co-ordinate the notice period and availability of the new position.

- (e) If at the completion of the notice period alternative employment is not found in under clauses 10.3.9 and, 10.3.10 or clauses 10.2.7 and 10.2.8 (Surplus Staffing) of this Agreement, the employee will receive redundancy and a work reference or record of service under clauses 10.2.12 and 10.2.13 (Surplus Staffing) of this Agreement.

Part 11: Union Related Rights

11.1 Access

11.1.1 A representative of the NZEI Te Riu Roa will be entitled to enter at all reasonable times on the premises for purposes related to the employment of its members or for purposes related to the union's business or both. The representative will enter at a reasonable time and in a reasonable way and comply with existing safety, health and security procedures applying in respect of the school.

11.2 Deductions

11.2.1 The employer will deduct union fees from those employees who are bound by this Agreement and who have given the employer written authority to make such a deduction. The employer will retain an administration fee of 2.5%. The employer will remit such deductions to the NZEI Te Riu Roa at mutually accepted intervals of not more than three months.

11.3 Paid Union Meetings

11.3.1 The employer must allow every union member employed by the employer to attend at least 2 union meetings (each of a maximum of 2 hours' duration) in each calendar year.

11.3.2 The union must give the employer at least 14 days' notice of the date and time of any union meeting to be held.

11.3.3 The union must make such arrangements with the employer as necessary to ensure that the school remains open for instruction during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the school to remain open for instruction.

11.3.4 Work must resume as soon as practicable after the meeting, but the employer is not obliged to pay any union member for a period longer than 2 hours in respect of any meeting.

11.3.5 An employer must allow a union member employed by the employer to attend a union meeting under clause 11.3 on ordinary pay to the extent that the employee would otherwise be working for the employer during the meeting.

11.3.6 For the purposes of clause 11.3.5 the union must:
(i) supply to the employer a list of members who attended the union meeting; and
(ii) advise the employer of the duration of the meeting.

11.4 Worksite Representative (WSR)

11.4.1 The employer will recognise the appointed or elected WSR and their role in representing union members.

11.4.2 WSRs have entitlements set out in section 18A of the Employment Relations Act 2000 relating to reasonable paid time for union activities. In addition to these entitlements, the employer, on request, will provide a communication channel (notice board or online) to enable the WSRs to share union notices and information with employees.

Part 12: Employment Relationship Problems

12.1 What is an employment relationship problem?

12.1.1 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.

12.2 Resolving an employment relationship problem

12.2.1 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** – except in the case of a personal grievance for sexual harassment, for which the employee has **12 months**. Personal Grievances are explained further below).

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

12.2.3 When a problem arises, union members should contact their local NZEI Te Riu Roa field officer for advice and representation.

12.2.4 Employers should contact New Zealand School Boards Association or other adviser/representative of choice.

12.3 Personal Grievances

12.3.1 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. 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.

12.3.2 An employee may have a personal grievance where:

- They have been dismissed without good reason, or the dismissal was not carried out properly.
- They have been treated unfairly.
- Their employment or a condition of their employment has been affected to their disadvantage by an unjustified action of their employer.
- They have experienced sexual or racial harassment, or have been discriminated against because of their involvement in a union or other employee organisation, or have suffered duress over membership or non- membership of a union or other employee organisation.
- They have been discriminated against in terms of the prohibited grounds of discrimination under the Human Rights Act 1993.
- They have been treated unfairly on the ground that the employee is suspected or assumed or believed to be a person affected by family violence.
- They have been subject to adverse conduct for a prohibited health and safety reason.
- They have been retaliated against, or threatened, because the employee intends to make or had made a protected disclosure.
- They have been disadvantaged by the employee's employment agreement not being in accordance with [section 67C](#), [67D](#), [67G](#), or [67H](#);
- The employer has contravened [section 67F](#) or [67G\(3\)](#);

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>.

12.4 Services Available

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

- (a) An information service
This is free. It is available by contacting MBIE or by phoning toll free 0800 20 90 20. MBIE's Employment Relations Service internet address is <https://www.employment.govt.nz>
- (b) Employment Mediation Services
The Employment Mediation Services is a free and independent service available through MBIE.
This service helps to resolve employment relationship problems and generally to promote the smooth conduct of employment relationships.
Mediation is a mutual problem solving process, with the aim of reaching an agreement, assisted by an independent third party.
If the parties 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.
- (c) The Employment Relations Authority
This Authority is an investigative body that operates in an informal way. It looks into the facts and makes a decision on the merits of the case and not on the legal technicalities.
Either an employer or an employee can refer an unresolved employment relationship problem to the Authority by filing the appropriate forms.
The Authority may call evidence, hold investigative meetings, or interview anyone involved. It can direct the parties to try mediation. If mediation is unsuitable or has not resolved the problem, the Authority will make a decision that is binding on all parties. Any party can contest the Authority's decision through the Employment Court.

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

<http://www.legislation.govt.nz/act/public/2000/0024/latest/DLM58317.html>

Part 13: Terms of Settlement

This section sets out the components of the settlement of the *Kaiārahi i te Reo and Therapists' Collective Agreement (2026-2028)*.

This offer is made by the Secretary for Education to NZEI Te Riu Roa. It will be subject to ratification by NZEI Te Riu Roa members pursuant to section 51 of the Employment Relations Act 2000 and will be deemed to have lapsed if it is not ratified by 5pm on 24 March 2026 and the new collective agreement signed no later than 5pm on 30 March 2026.

1. Term of agreement

The *Kaiārahi i te Reo and Therapists' Collective Agreement (KRCA) 2026-2028* will be a 27-month term effective from 24 March 2026 provided it is ratified no later than 5pm 24 March 2026 and signed no later than 5pm 30 March 2026.

2. Pay rates for Kaiārahi i te Reo

The parties agree that the pay rates for kaiārahi i te reo are as shown below:

Grade	Step	Printed Rates in the KRCA 2022-2024	Hourly rates effective 24 March 2026	Hourly rates effective 23 March 2027
1	1	\$40.67	\$41.69	\$42.52
	2	\$41.64	\$42.68	\$43.53
	3	\$42.60	\$43.67	\$44.54
	4	\$43.56	\$44.65	\$45.54
	5	\$44.53	\$45.64	\$46.56
	6	\$45.50	\$46.64	\$47.57
2	1	\$46.47	\$47.63	\$48.58
	2	\$47.43	\$48.62	\$49.59
	3	\$48.40	\$49.61	\$50.60
	4	\$49.37	\$50.60	\$51.62
	5	\$50.33	\$51.59	\$52.62

3. Pay rates for Therapists

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

Step	Printed Rates in the KRCA 2022-2024	Rates effective 24 March 2026	Rates effective 23 March 2027
1	\$75,800	\$77,695	\$79,249
2	\$78,613	\$80,578	\$82,190
3	\$82,796	\$84,866	\$86,563
4	\$86,975	\$89,149	\$90,932
5	\$91,162	\$93,441	\$95,310
6	\$95,453	\$97,839	\$99,796
7	\$99,743	\$102,237	\$104,281
8	\$104,032	\$106,633	\$108,765
9	\$108,321	\$111,029	\$113,250
10	\$112,442	\$115,253	\$117,558

4. Therapist Team Leader Allowance

The parties agree to include the following provision for therapists who lead three or more therapists in their school. The wording is as follows:

5.8 Team Leader Allowance

5.8.1 Where an employer employs four or more therapists they may allocate at their discretion an allowance of \$4,000 per annum to the therapist(s) who are designated to lead a team.

5.8.2 Where the employer allocates a Team Leader Allowance, the employer will specify in writing what duties the allowance is being allocated for, and whether those duties are for a fixed duration or will be ongoing.

5.8.3 Where the employer no longer requires the employee to perform the duties in clause 5.8.2, or no longer employs four or more therapists, the employer must provide 1 month's written notice of the termination of the allowance.

5.8.4 Where a part-time employee is designated as a team leader, the Team Leader Allowance will be pro-rated based on the employee's agreed ordinary hours of work relative to a full-time equivalent.

5.8.5 An employee may relinquish their team leader duties as specified by the employer under clause 5.8.2, only with the employer's written agreement. The Team Leader Allowance will cease from the date of relinquishment.

Transitional Arrangements

5.8.6 Prior to the date this collective agreement came into force, some employees may have already received additional remuneration for performing team leader duties. In these circumstances, the employer and employee may agree that some or all of that remuneration will be replaced by the team leader allowance, provided that the employee's total remuneration must not decrease and their salary must not be reduced below the applicable minimum rate.

5. Motor Vehicle Allowance increase

The parties agree to increase the Motor Vehicle Allowance to \$0.83 per kilometre. The wording is as follows:

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.

6. Recognition of Service for Employees Transferred to Converted (Charter) Schools who Return to State and State-integrated Schools

The parties agree to amend clauses 6.2 Service for Annual, Sick and Long Service Leave Purposes, 6.3 Annual Leave, and 6.4 Long Service Leave to recognise previous service in a Converted School for employees who were transferred to a charter school under clause 119 of Schedule 1 of the Education and Training Act 2020, provided the employee's service is continuous.

Clause 1.3 Definitions will also be amended to include definitions for “Converted School” and “Transferred Employee”:

1.3.4 *“Converted School” has the same meaning as in clause 114 of Schedule 1 of the Education and Training Act 2020.*

1.3.5 *“Transferred Employee” means any employee who was transferred from employment in a state or state integrated school to employment in a charter school under clause 119 of Schedule 1 of the Education and Training Act 2020.*

Complete wording is available in the tracked change collective agreement.

7. Hours of Work for Term Time Employees

The parties agree to amend clause 2.2.2 to require employers to specify the hours and weeks of work in letters of offer and to consider the duties required for a role when doing so.

Complete wording is available in the tracked change collective agreement.

The parties agree that NZEI Te Riu Roa and Te Whakarōputanga Kaitiaki Kura o Aotearoa | New Zealand School Boards Association will develop guidance to support this including how to correctly load these roles in the payroll system. This guidance will also ensure that all kaiārahi i te reo who are employed as term time only and who are expected to perform any work, including but not limited to translation work, over term breaks or outside paid work hours, are paid for this as per clause 3.1.7 of the collective agreement.

8. Conduct and Performance

The parties agree to amend the current Part 8 Complaints and Discipline clauses and rename to Conduct and Performance. These amendments set out a more detailed process for conduct concerns (clause 8.1) and introduce a separate process for performance matters (clause 8.3).

The full amendments to Part 8 are detailed in the tracked changes of the KRCA provided.

Te Whakarōputanga Kaitiaki Kura o Aotearoa | New Zealand Boards Association has agreed to produce guidance for employers, in consultation with NZEI Te Riu Roa, to assist them in understanding the clarified conduct and performance provisions.

9. Extension to the Medical Certificate Timeframe

The parties agree to amend clause 6.5.3 (d) Sick Leave, as follows:

(d) If requested by the employer, an employee will produce a medical certificate or other evidence for absences exceeding five or more consecutive calendar days, whether or not the days would otherwise be working days for the employee.

10. Recognition of Worksite Representatives

The parties agree to the following wording regarding recognition of workplace delegates:

11.4 *Worksite Representative (WSR)*

11.4.1 *The employer will recognise the appointed or elected WSR and their role in representing union members.*

11.4.2 WSRs have entitlements set out in section 18A of the *Employment Relations Act 2000* relating to reasonable paid time for union activities. In addition to these entitlements, the employer, on request, will provide a communication channel (notice board or online) to enable the WSRs to share union notices and information with employees.

11. Technical changes

The parties agree to a number of technical changes intended to clarify employment settings, provisions, and readability. The tracked change version of the KRCA is provided.

Key technical changes are highlighted below:

- Clarification on requirements when making appointments, and definitions of employment settings (clauses 2.2, 2.4 and 2.5)
- Removal of grandparented hours of work under *Therapist Hours of Work*, which is not applicable to current employees (clause 2.5.3)
- Clarification that employers can pay above printed rates (clauses 3.1.3.2 and 3.2.1)
- The application of the Tiaki Allowance to include cleaning the student and the environment (clause 5.5)
- Clarification for the circumstances and process for the reimbursement of professional fees for therapists (clause 3.2.4)
- Removal of clauses which are inconsistent with or cannot be enforced under current legislation.

All changes to the collective agreement are set out in the tracked change collective agreement provided.

Terms of Settlement Only

12. Professional Learning and Development Fund

The parties have agreed that the Ministry will establish and administer a Professional Learning and Development (PLD) fund of up to \$8 million (inclusive of administration costs), available to staff whose work falls within coverage of the *Support Staff in Schools and Kaiarahi i te Reo Collective Agreements* and who work directly with neurodiverse students to support students' participation and progress.

This fund will open in Term 1 2027 and will provide PLD through Ministry approved providers until the earlier of the end of 2028 or when the funds are exhausted.

The fund will cover the cost of the approved PLD, the Ministry's administration costs, staff members' remuneration for the time attending the course, and reimbursement of reasonable travel and accommodation costs of up to \$500 if the staff member:

- is located more than 100km from a population centre of more than 20,000 people, or
- has to travel to a specialist course that is only delivered in limited locations that are at least 100km from the staff member's home.

13. Fixed-Term Agreements

The parties agree that the Ministry will communicate directly to schools where data identifies that employees under coverage of the KRCA have been employed on fixed-term agreements for longer than two years. The communication will encourage schools to consider a review of employment documentation with the assistance of the New Zealand School Board's Association, if required, to make sure that any fixed-term agreements are for genuine reasons based on reasonable grounds (as specified in the *Employment Relations Act 2000*). The Ministry will communicate with identified schools at the end of September 2026 and September 2027.

14. Related Matters

Provided that the settlement is ratified by 24 March 2026 and signed by 30 March 2026, Education Payroll Limited has committed to implement the pay rates and increased Motor Vehicle Allowance no later than in Pay Period 06, paid on 23 June 2026.

Signed in Wellington on _____ by:

Jen Natoli
Advocate for NZEI Te Riu Roa

Angela von Dadelszen
Advocate for the Secretary for Education

Witnessed:
Carla Palmer
For Te Whakarōputanga Kaitiaki Kura o Aotearoa

SIGNATORIES

The parties signed this document on 30 March 2026

Angela von Dadelszen, Senior Adviser Employment Relations

Jen Natoli, Advocate NZEI Te Riu Roa

Witnessed by:

Carla Palmer, Principal Adviser, Employment Practice, NZ School Boards Association

Annexe 1: KRCA 2022-24 Grandparented therapists' pay scale

Below is the table outlining the minimum annual rates payable for therapists who are not covered by Part 3.2:

Step	Annual Rates effective 2 June 2022	Annual Rates effective 1 December 2022	Annual Rates effective 2 June 2023	Step	Annual Rates effective 1 December 2023
1	\$53,633	\$55,633	\$57,331	1	\$60,484
2	\$56,484	\$58,484	\$58,484		
3	\$59,270	\$61,270	\$61,270	2	\$63,270
4	\$62,085	\$64,085	\$64,085	3	\$66,085
5	\$65,048	\$67,048	\$67,048	4	\$69,059
6	\$67,899	\$69,899	\$69,899	5	\$71,996
7	\$70,724	\$72,724	\$72,724	6	\$74,906
8	\$73,732	\$75,732	\$75,732	7	\$78,004
9	\$76,582	\$78,582	\$78,582	8	\$80,939
10	\$79,452	\$81,452	\$81,452	9	\$83,896
11	\$82,962	\$84,962	\$84,962	10	\$87,511
12	\$86,233	\$88,233	\$88,233	11	\$90,880

Note: Step 1 increase on 2 June 2023 as agreed in the KRCA settlement, all other rates remain as per 1 December 2022 increase; Steps 1 & 2 are merged effective 1 December 2023.

- Incremental progress on the pay scale will be on an annual basis unless the employer considers that the employee has failed to meet standards of performance as assessed by the employer against the job description or written requirements for the position and has informed the employee of this in writing no later than two months prior to the progression due date.
- Any employee paid in excess of a printed rate at the time of settlement will retain that rate until it is exceeded by progression from which point progression as per clause 3.2.2 will apply. A board may pay a rate above the maximum rate of the therapists pay scale at their discretion from their own funding.

Salary on Appointment

- A therapist will, on initial appointment, be placed on a step in the salary scale in accordance with their relevant academic or professional qualification(s) and recognised previous relevant service.
- As a guide, a therapist who has a relevant academic or professional qualification(s) but who has no recognised previous relevant service should be placed in the salary scale according to the following:

Relevant Academic or Professional Qualification(s) and entry steps

- A three year (360 credit) Bachelor Degree - step 1
- A four year (480 credit) Bachelor Degree - step 1
- A three-year (360 credit) Bachelor Degree plus a one-year (120 credit) Graduate (level 7) Diploma - step 1
- A Bachelor Degree plus a one-year (120 credit) Post-Graduate (level 8) Diploma - step 2
- A Masters Degree - step 3
- A Masters Degree plus a one – year (120 credit) Post – Graduate (level 8 or higher) Diploma - step 4

5. A therapist who, in addition to their relevant academic or professional qualification(s), has recognised previous relevant service will be credited with a further step in the scale for each completed full-time year of recognised previous relevant service up to step 7. Recognised previous relevant part-time service will be credited on a pro-rata basis.

For the purposes of this provision:

- (i) Recognised previous relevant service will include service in New Zealand as an occupational therapist or physiotherapist.
- (ii) Recognised previous relevant service may also include other service relevant to the employee's position.
- (iii) Less than full credit may be given on appointment for other related, but not directly relevant, experience.