

**KINDERGARTEN TEACHERS, HEAD  
TEACHERS AND SENIOR TEACHERS'  
COLLECTIVE AGREEMENT 2026-2028**

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## **PART ONE: GENERAL**

### **1.1 Parties to the Agreement**

- 1.1.1 The parties to this Agreement will be the Secretary for Education acting under delegation from the Public Services Commissioner made clause 6 of schedule 3 of the Public Service Act 2020 and acting in accordance with section 586 of the Education and Training Act 2020 (herein known as “the Ministry” or “the Secretary”); and
- 1.1.2 New Zealand Educational Institute Te Riu Roa (herein known as “the Union” or “NZEI Te Riu Roa”).

### **1.2 Application of the Agreement**

- 1.2.1 This Agreement will be binding on the parties to it and:
- 1.2.2 Each teacher as defined in the coverage clause who is employed by a Free Kindergarten Association and who is a member or becomes a member of NZEI Te Riu Roa.
- 1.2.3 Each Free Kindergarten Association that controls a free kindergarten within the meaning of section 10(1) of the Education and Training Act 2020 that employs a teacher who is bound or entitled to be bound by this Agreement (herein known as the “employer” or “Association”).

### **1.3 Coverage**

- 1.3.1 The parties agree that the terms and conditions of this Collective Agreement cover kindergarten base scale teachers, head teachers and senior teachers (as those terms are defined in this Agreement) who are employed by free kindergarten associations as per section 10 and Schedule 2A of the Education and Training Act 2020.
- 1.3.2 New teachers of associations bound by this Agreement whose work is within the coverage clause of this Agreement, will, in accordance with the Employment Relations Act 2000, be advised of the existence of this Collective Agreement and be offered the opportunity to join NZEI Te Riu Roa and become bound by this Collective Agreement.

### **1.4 Term of Agreement**

- 1.4.1 This Agreement will come into force on 29 June 2026 and will expire on 28 December 2028, except as provided for under section 53 of the Employment Relations Act 2000.

### **1.5 Variations**

- 1.5.1 The parties agree that the terms and conditions of this Agreement may be varied by written agreement between NZEI Te Riu Roa on behalf of its members, and the Secretary for Education, acting under delegation from the Public Service Commissioner made pursuant to section 592 of the Education and Training Act 2020, in consultation with the employers bound by the Agreement.

## 1.6 Definitions

1.6.1 In this Agreement, unless the context otherwise requires:

- (a) **Teacher** means a trained and qualified teacher certificated by the Teaching Council of Aotearoa New Zealand who is employed on teaching duties in a free kindergarten.
- (b) **Head Teacher** means a trained and qualified teacher certificated by the Teaching Council who is the pedagogical and operational lead of a free kindergarten in addition to undertaking teaching duties, as determined by the employer in agreement with the teacher and in accordance with the teacher's position description.
- (c) **Senior Teacher** means a trained and qualified teacher certificated by the Teaching Council who provides professional support and guidance and carries out administrative and management roles under delegation from their employer across free kindergartens within or across a Kindergarten Association(s) as determined by the employer in agreement with the teacher and in accordance with the teacher's position description.
- (d) **Full-time Teacher** means a teacher who is appointed to a position for which the total hours of work should, as far as practicable, not exceed 40 hours per week, worked from Monday to Friday inclusive.
- (e) **Part-time Teacher** means a teacher who is appointed to a position for which the total hours of work are less than 40 hours per week, worked between Monday and Friday.
- (f) **Hours of Work** means the total hours required for teachers to properly fulfil the duties and responsibilities connected with their employment, inclusive of child-contact time and professional time as per clause 2.5.
- (g) **Long-term Reliever** means a teacher who is a fixed term teacher who relieves in a position for which the tenure at the time of appointment is known to be more than six weeks.
- (h) **Short-term Reliever** means a teacher who is a fixed term teacher who relieves in a position for which the tenure at the time of appointment is known to be not more than six weeks and includes relievers employed on a day-to-day basis.
- (i) **Kindergarten** means a free kindergarten as defined in section 10(1) of the Education and Training Act 2020.
- (j) **Kindergarten Session:** a kindergarten that operates sessionally and holds a sessional licence; or operates two separate periods in a day separated by a break with no children; and/or has one period in a day operating to the teacher:child ratio of a sessional licence three or more days a week, as set out in the Education (ECE) regulations 2008 (3).
- (k) **Kindergarten Day:** a kindergarten that holds an all day licence, operating to the teacher:child ratio of an all-day licence and does not operate sessionally as defined under kindergarten session, as set out in the Education (ECE) regulations 2008 (3).

- (l) **Child Contact Time:** is time spent directly engaged with a child or group of children (including pedagogical observation) when the kindergarten is open for instruction.
- (m) **Professional Time:** is time spent undertaking responsibilities other than child contact within a teacher's normal hours of work.
- (n) **Head Teacher Professional Time:** is time when the head teacher is released from normal child-contact duties, when the kindergarten is open for instruction, in order for them to undertake responsibilities related to the head teacher's role as professional leader. The head teacher will use this time to develop strong professional leadership skills, to support the teaching team and improve the quality of teaching and learning.
- (o) **Professional Standards:** means the Teaching Council Standards for the Teaching Profession.

## **1.7 Declaration Pursuant to the Education and Training Act**

- 1.7.1 Pursuant to section 595 of the Education and Training Act 2020 the Secretary for Education acting pursuant to the delegated authority of the Public Service Commissioner has declared that all of the conditions contained in this Collective Agreement are actual conditions of employment.
- 1.7.2 Provided that the Secretary for Education may from time to time give approval to the terms and conditions being treated as minimum rates where there is agreement to this between the employer and teacher and where such terms are not inconsistent with the terms and conditions of this Collective Agreement.

## **1.8 Senior Teachers**

- 1.8.1 The provisions in this Agreement apply in their entirety except where senior teachers who were members of NZEI Te Riu Roa at 24 November 2000 and who had benefits not otherwise provided for under the provisions of this Agreement, including the personal use of an association's vehicle, will retain these benefits. The parties agree that such arrangements were made between the employer and teacher in good faith and may be changed in accordance with association policy.
- 1.8.2 The following provisions will not apply to senior teachers:
  - 2.5: Hours of Work
  - 3.1: Salary Scales
  - 3.3: Salary on Appointment
  - 3.4: Appointment to a Lower Salary Scale
  - 3.5: Improved Qualifications
  - 3.6: Salary Progression
  - 3.7: Deferred Progression
  - 4.2: Annual Leave
  - 5.1: Expenses incurred in the Use of Private Vehicles
  - 5.2: Meal Allowance
  - 5.3: Relieving Allowance
- 1.8.3 Alternative provisions applicable to senior teachers are found in Part 8.

## **1.9 Commitment to Te Tiriti o Waitangi**

- 1.9.1 The parties acknowledge the principles of Te Tiriti o Waitangi, and the bicultural foundations of Aotearoa New Zealand and are committed to honouring Te Tiriti o Waitangi.

## **PART TWO: TERMS OF EMPLOYMENT**

### **2.1 Good Employer Practice / Equal Employment Opportunities**

2.1.1 Attention is drawn to section 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 principles of being a good employer and the equal employment opportunity responsibilities of the employer. These responsibilities include:

- (a) Good and safe working conditions;
- (b) Equal employment opportunities;
- (c) Recognition of the aims and aspirations and employment requirements of Māori people;
- (d) Opportunities for the enhancement of the abilities of individual teachers;
- (e) Recognition of the aims and aspirations and the cultural differences of ethnic or minority groups;
- (f) Recognition of the employment requirements of women; and
- (g) Recognition of the employment requirements of persons with disabilities.

### **2.2 Appointments**

2.2.1 Attention is drawn to the Education and Training Act 2020 insofar as it provides that the employer will, wherever practicable, notify the vacancy in a manner sufficient to enable suitably qualified persons to apply for the position and the person best suited to the position will be appointed.

2.2.2 Equal employment opportunities principles will be applied and demonstrated in appointments procedures. The intent of these principles is to provide equal access and consideration and equal encouragement in areas of recruitment, selection, promotion and career development. These principles are to be applied to enable people to pursue their careers without their chances being reduced by factors which are irrelevant to the requirements of the position under consideration. In particular, the employer will have regard to the experience, qualifications and abilities relevant to the position, and such other relevant matters as the employer determines.

2.2.3 Where a teacher is appointed to another position within the same Association, it will not be considered a new appointment for service-based entitlements.

2.2.4 All appointments (part-time and full-time) will be permanent unless identified as being for a fixed term (see clause 2.2.6).

2.2.5 Every appointee to a vacancy will be notified in writing of:

- (a) the details of the appointment; and
- (b) the salary and step (where applicable) to be paid for the position; and
- (c) the hours, days and weeks to be worked; and
- (d) the maximum contact hours; and
- (e) the minimum professional time; and
- (f) whether the appointment is permanent or fixed term (see clause 2.2.6).

2.2.6 Fixed term appointments

- (a) A teacher and an employer may agree that the employment of the teacher will end:
  - (i) at the close of a specified date or period; or

- (ii) on the occurrence of a specified event; or
  - (iii) at the conclusion of a specified project.
- (b) Before a teacher and employer agree that the employment of the teacher will end in a way specified in 2.2.6(a) the employer must:
- (i) have genuine reasons based on reasonable grounds for specifying that the employment of the teacher is to end in that way; and
  - (ii) advise the teacher of when or how their employment will end and the reasons for their employment ending in that way.
- (c) The following reasons are not genuine reasons for the purpose of 2.2.6(b):
- (i) to exclude or limit the rights of the teacher under the Employment Relations Act 2000.
  - (ii) to establish the suitability of the teacher for permanent employment.
- (d) Fixed term teachers other than relievers, as defined under 1.6, are referred to and treated as relievers for the purposes of this Agreement.

#### 2.2.7 Short-term Relief Teacher

- (a) A short-term relief teacher is a teacher who relieves in a position for less than six weeks as defined in clause 1.6.1(h).
- (b) Once a short-term relief engagement has been accepted by the teacher, changes can only be made with the teacher's consent unless:
- (i) the engagement finishes early because it is for an event or project (rather than ending on a set date). If that event occurs earlier than expected or the project finishes early, then the engagement will finish early as well, and the teacher will not be entitled to be paid for the balance of the engagement; or
  - (ii) in cases of serious misconduct, subject to the operation of clause 6.5 and 6.6.
- (c) If the Employer withdraws the engagement or wants it to finish early, then the teacher must be paid for the whole of the engagement unless there is agreement to an alternate arrangement.

#### 2.2.8 Hard-to-Staff Kindergartens

The employer may make payments to recruit and retain teachers in hard-to-staff kindergartens. Such payments will be at the discretion of the employer and may include but are not limited to:

- (i) an allowance; and/or
- (ii) reimbursement of travel; and/or
- (iii) relocation costs.

The establishment of hard-to-staff payments will be made on a case-by-case basis (pursuant to clause 2.7), will be time-bound and will be subject to kindergarten association review processes.

#### 2.2.9 Alternate Leadership roles

The employer may establish an alternate leadership role enhance the professional leadership in kindergarten associations, pursuant to clause 2.7.

## **2.3 Job Sharing**

- 2.3.1 The employer will decide whether a position is suitable for job sharing. If so, any two teachers may jointly apply for a position and will be considered for joint suitability.
- 2.3.2 If one of the joint holders subsequently resigns or retires, the remaining job share participant may approach the employer with a new suitable job share partner or transfer to the vacancy arising in respect of the balance of the position thereby becoming full-time. In the event that the remaining job share participant elects to resign as a result of the end of the job share, no redundancy will be payable.
- 2.3.3 Salaries will be paid on a pro-rata basis. Annual increments will be payable on the same basis as for full-time teachers. Teachers will be entitled to public holidays, annual holidays, sick leave and other leave (on the same basis as permanently appointed full-time teachers) but will be paid on a pro-rata basis.

## **2.4 Health and Safety**

- 2.4.1 Where a teacher's health and safety are shown to be significantly at risk through the course of their duties, the employer will, in consultation with the appropriate health and safety authorities, take such steps as are necessary to provide protection for the teacher.
- 2.4.2 The employer will ensure safe working practices and appropriate hygiene measures are in place to reduce the risk of infection by contagious disease. Where there is significantly increased risk, the situation will be assessed on an individual basis and pre-exposure immunisation made available as advised by the Ministry of Health.
- 2.4.3 Employers will take all practical steps to ensure a safe working environment for teachers. Teachers also have a role in ensuring their own health and safety and that of people around them as described in the Health and Safety at Work Act 2015.

## **2.5 Hours of Work**

- 2.5.1 Employers recognise the importance of managing a life balance.
  - (a) For a full-time teacher the normal hours of work to properly fulfil the duties and responsibilities connected with their employment should, as far as practicable, not exceed 40 hours per week to be worked from Monday to Friday inclusive.
  - (b) For a part-time teacher the normal hours of work to properly fulfil the duties and responsibilities connected with their employment should be less than 40 hours per week and, as far as practicable, not exceed the total hours of work set out in their letter of appointment to be worked from Monday to Friday inclusive.
- 2.5.2 The hours for which a teacher is employed each week in excess of child-contact time will be considered professional time.
- 2.5.3 The hours of work for full-time teachers either in Kindergarten Session, as defined in clause 1.6.1(j) or Kindergarten Day, as defined in clause 1.6.1(k), operations are those described below:

<b>Kindergarten Type</b>	<b>Maximum child-contact hours</b>	<b>Minimum professional time*</b>	<b>Additional Head Teacher professional time</b>
Session - with a sessional licence	26 hours per week	15 days per annum (or three ordinary working weeks) when the kindergarten is open or closed for instruction (term breaks)	40 hours per calendar year
Session - with an all-day licence	28 hours per week		
Day - open for instruction ≤ 32.5 hours per week	30 hours per week	15 days per annum (or three ordinary working weeks) when the kindergarten is open or closed for instruction and will be timetabled by the employer	40 hours per calendar year
Day - open for instruction >32.5 hours per week	Teacher: 35 hours per week	7 days per annum when the kindergarten is open or closed for instruction	40 hours per calendar year
	Head Teacher: 30 hours per week		

\*Professional time is additional to the professional time provided as part of the total hours of work

- 2.5.4 The maximum child-contact hours for part-time teachers will be less than the hours per week outlined in the table above.
- 2.5.5 The maximum child-contact hours for full-time and part-time teachers, may vary from week to week provided that when averaged over a four-week period they do not exceed the maximum.
- 2.5.6 The additional Head Teacher Professional Time, to be used as described in clause 1.6.n., will be taken at a time agreed with the employer when the kindergarten is open for instruction.
- 2.5.7 By 30 September each year Associations will inform all teachers where to access the published kindergarten calendar for the following calendar year. This calendar will include the days the kindergarten will be open for instruction and the days intended for professional time as per clause 2.5.3.
- 2.5.8 A teacher may be required to attend the kindergarten, or elsewhere, as per clause 2.5.3 when the kindergarten is closed for instruction to carry out duties and responsibilities connected with their employment including planning and preparation and/or professional learning and development and/or administration, except where those duties have already been satisfactorily completed by a teacher.
- 2.5.9 A teacher will be paid during times when the kindergarten is closed for instruction (term breaks). This will include times when the teacher is not on annual leave and is not required by the employer to attend a kindergarten or elsewhere to carry out duties and responsibilities connected with their employment.

- 2.5.10 The employer will give at least two months' notice to teachers where all teachers are required to attend a kindergarten or elsewhere at specific times when the kindergarten is closed for instruction, to carry out duties and responsibilities connected with their employment. In all other situations the employer will endeavour to give reasonable notice to the teachers affected.
- 2.5.11 A teacher may apply to not attend the kindergarten or elsewhere during term breaks when required to do so; the employer will take the individual needs of the teacher into account when making a decision.

## **2.6 Rest and Lunch Breaks**

- 2.6.1 No child will be left unattended during rest and lunch breaks.
- 2.6.2 (a) Rest breaks
- (i) Each teacher will be entitled to take rests during their hours of work.
  - (ii) Each teacher working more than six hours per day, will be entitled to two paid rest breaks per day of no less than 10 minutes.
- (b) Lunch breaks (unpaid)
- (i) Where a kindergarten is open for instruction for two separate periods of time in the same day separated by a break where no children attend, the employer will ensure there is no less than 45 minutes between child contact sessions, during which time teachers will take their lunch break.
  - (ii) Where a kindergarten is open for instruction for more than four and up to 6.5 continuous hours on any day, each teacher working five hours or more will be entitled to a lunch break of 30 minutes, which may be increased by mutual agreement.
  - (iii) Where a kindergarten that is open for instruction for more than 6.5 continuous hours on any day each teacher working five hours or more will be entitled to a lunch break of one hour, which may be decreased to no less than 30 minutes by mutual agreement.
  - (iv) No teacher will be required to work more than five hours without a lunch break.

*Note: Attention is drawn to the Part 6D of the Employment Relations Act 2000.*

## **2.7 Management of Change**

- 2.7.1 Good Faith and Change Management Principles
- (a) The Employer retains the right to organise, manage and determine the operational requirements of the Association.
- (b) The Employer and teachers acknowledge that the process of change may be necessary from time to time and agree that successful change requires the participation of all. Change may be (but is not limited to):
- (i) Changes to hours of operation; and/or
  - (ii) Establishment or closure of a kindergarten; and/or
  - (iii) Changes to staffing levels or structure; and/or
  - (iv) Weekly child-contact hours; and/or
  - (v) Reconfiguration of roles or leadership positions; and/or
  - (vi) Identification of hard-to-staff services; and/or
  - (vii) Contracting out of work; and/or
  - (viii) Sale or transfer of all or part of the business.

- (c) Change can be positive and can be undertaken to the benefit of all. All change processes will be undertaken in accordance with the duty of good faith under the Employment Relations Act 2000. Issues for consideration will include, but are not limited to, whether proposed changes:
  - (i) promote quality education for children;
  - (ii) are fair and reasonable and take account of the impact on work for full-time and part-time teachers;
  - (iii) respect the importance of professional time;
  - (iv) meet the needs of families, whānau and community; and
  - (v) meet the needs of the Association.
- (d) The Employer will consult with affected teachers where a proposal may result in:
  - (i) Restructuring of roles;
  - (ii) Change of work patterns;
  - (iii) Reduction or increase of hours;
  - (iv) Disestablishment of positions;
  - (v) An adverse effect on the continuation of the teacher's employment.

### 2.7.2 Consultation Process

- (a) Where the Employer proposes a change that may affect the employment of one or more teachers, they will provide teachers and the Union with a genuine opportunity to be involved. The Employer will:
  - (i) Provide written information outlining:
    - The nature of the proposed change;
    - The reasons for the proposal;
    - The roles affected;
    - The proposed timeframe;
    - Any preliminary assessment of alternatives; and
    - Any change management support for the individual, team, association and community.
  - (ii) Provide the potentially impacted teachers and the Union with a reasonable opportunity but not less than six weeks, or earlier by written mutual agreement, to comment before a final decision is made.
  - (iii) Genuinely consider feedback received.
- (b) Consultation will occur prior to any final decision being made.
- (c) Nothing in this clause prevents the Employer from implementing changes where consultation has been completed in good faith.

### 2.7.3 Natural Attrition and Voluntary Options

- (a) Before advising affected teachers of the final decision, the Employer will consider whether staffing reductions can be achieved through natural attrition or by:
  - (i) transfer to suitable alternate position, as per clause 2.8.4, within the Association;
  - (ii) a teacher's request for voluntary redeployment; or
  - (iii) a teacher's request for voluntary changes to their work pattern or reduction/increase of hours

*Note: a teacher may request voluntary redundancy.*

- (b) The employer has sole discretion to offer and/or accept any of these options prior to the confirmation of the decision.
- (c) Where a transfer is accepted at another location that requires relocation, the Employer will reimburse the actual and reasonable costs of moving the teacher's household. The teacher must seek approval before incurring such costs, and the Employer may set conditions to ensure costs are reasonable.

#### 2.7.4 Confirmation of Decision

- (a) Following consultation, and where any reduction cannot be met by attrition or voluntary options, the Employer will advise affected teachers in writing of:
  - (i) the final decision;
  - (ii) the reasons for the decision;
  - (iii) the effective date; and
  - (iv) the impact on their employment and/or relevant details of changes to the organisation of their work.

## 2.8 Redeployment

2.8.1 Where a position is proposed to be disestablished, the teacher will be given at least three months' notice in writing during which time the Employer and the teacher will actively consider redeployment options for a suitable alternative position.

2.8.2 The employer will identify any available or impending vacancies for which the teacher(s) may wish to be considered.

2.8.3 Redeployment to a suitable alternative position will be considered within

- (a) the Association; and
- (b) any related entity where reasonably practicable.

2.8.4 A suitable alternative position is one which:

- (a) is substantially similar in duties and responsibilities;
- (b) is within the same location or reasonable commuting distance;
- (c) has no less favourable terms and conditions; and
- (d) recognises prior service as continuous.

2.8.5 A teacher must reasonably consider any offer of suitable alternative employment.

2.8.6 If a teacher unreasonably declines an offer of suitable alternative employment; they will not be entitled to redundancy compensation.

## 2.9 Redundancy

2.9.1 Where redeployment options have been exhausted and the position is confirmed as disestablished the Employer will provide not less than one month's written notice of termination in accordance with the teacher's notice period.

2.9.2 The notice period will be worked but may be paid in lieu at the Employer's discretion.

2.9.3 The employer will provide reasonable paid leave to attend job interviews, during the notice periods in 2.8.1 and 2.9.1 above.

2.9.4 A teacher whose employment is terminated by reason of redundancy will receive:

- (a) six (6) weeks' pay for the first 12 months or part year of kindergarten service; and
- (b) two (2) weeks' pay for every year or part year of service
- (c) to a maximum of thirty (30) weeks' pay.

2.9.5 Where a teacher receives a redundancy payment, service to that date will not be credited for any future redundancy compensation. Where a teacher accepts a permanent reduction in hours as per clause 2.9.9 below, service to that date will be credited but reduced in proportion to the reduction in hours.

2.9.6 The redundancy payment will be calculated on the teacher's ordinary pay, as outlined in clause 2.9.4, or average weekly earnings over the 12 months immediately prior to termination (whichever is higher).

2.9.7 Ordinary pay is the basic taxable salary plus regular taxable allowances paid on a continuous basis as at the effective date of disestablishment of the position. For teachers on leave without pay, ordinary pay will be the ordinary pay immediately before taking leave. If, within 12 months immediately before the start of leave without pay the teacher had an agreed reduction of hours, supported by a medical certificate, due to pregnancy, illness or injury ordinary pay will be the ordinary pay that applied before the reduction.

2.9.8 All outstanding wages, annual leave, alternative holidays and other statutory entitlements will be paid on termination.

2.9.9 Where there is no suitable alternate position and a teacher accepts a permanent reduction in hours as an alternative to disestablishment of their position, a pro-rated redundancy payment will be made for the portion of hours reduced.

## **2.10 Continuity of Employment in Restructuring**

2.10.1 For the purpose of this provision:

- (a) Restructuring, in relation to a Kindergarten Association's business means:
  - (i) entering into a contract or arrangement under which the Kindergarten Association's business (or part of it) is undertaken for the Kindergarten Association by another person; or
  - (ii) selling or transferring the Kindergarten Association's business (or part of it) to another person.
- (b) Restructuring, in relation to a Kindergarten Association's business does not include:
  - (i) the termination of a contract or arrangement under which the Kindergarten Association carries out work on behalf of another person or organisation.
- (c) Where it is proposed that the Kindergarten Association be restructured and, as a result of that restructuring, the work being performed by any affected teachers of the Kindergarten Association would be performed by a new employer, then:
  - (i) in accordance with the principles outlined in clause 2.7 the Kindergarten Association will inform the NZEI Te Riu Roa at the earliest opportunity, and as soon as is practicable will provide the NZEI Te Riu Roa with copies of the information outlined in 2.10.1(c)(ii) below;

- (ii) within a reasonable period prior to the restructuring taking effect the Kindergarten Association will notify the new employer of the number of affected teachers and, in relation to each affected teacher, provide details of;
    - the work currently being performed by those teachers; and
    - details of their terms and conditions of employment (including their total remuneration, length of service and any accrued benefits or entitlements).
  - (iii) the Kindergarten Association will arrange to meet with the new employer to negotiate:
    - the number and type of positions in respect of which the affected teachers may be offered employment with the new employer;
    - the terms and conditions of employment on which the affected teachers may be offered employment on those conditions (including whether the affected teachers will transfer to the new employer on the same terms and conditions of employment and if those terms and conditions will be included in a Collective Agreement);
    - the arrangements, if required, for the transfer of any existing superannuation scheme benefits or entitlements and any other accrued benefits and entitlements in relation to those affected teachers who may be offered employment by the new employer;
    - the arrangements, if required, for when and how offers of employment are to be made to the affected teachers and the mode of acceptance.
  - (iv) the Kindergarten Association will also endeavour to arrange a meeting between the new employer and the NZEI Te Riu Roa as soon as practicable prior to the restructuring taking place;
  - (v) the Kindergarten Association will keep the NZEI Te Riu Roa informed regarding negotiations with the new employer in respect of the matters contained in 2.10.1(c)(iii) above.
- (d) The redeployment and redundancy provisions of this Agreement will apply to an affected teacher who either:
- (i) is not offered employment by the new employer; or
  - (ii) chooses not to accept an offer of employment from the new employer;
- provided that any affected teacher who declines an offer of employment in an equivalent position with the new employer shall not be entitled to redundancy compensation.
- (e) A teacher who intends to decline an offer of equivalent employment should discuss with the Kindergarten Association the alternate options that might be available under the redeployment or redundancy provisions prior to formally making that decision.
- (f) For the purposes of this clause employment in an equivalent position means employment in a position that:
- (i) is substantially the same as the teacher's previous position; and
  - (ii) is in the same general locality; and
  - (iii) is on terms and conditions of employment that are no less favourable than those that apply to the teacher immediately before the offer of equivalent employment (including any service-related, redundancy and superannuation conditions); and

- (iv) is on terms that treat the period of service with the Kindergarten Association (and any other period of service recognised by the Kindergarten Association as continuous service) as if it were continuous service with the new employer.

## **2.11 Termination of Employment**

- 2.11.1 In the case of all permanent teachers a minimum of one month's notice of termination of employment, exclusive of a term break or period when the kindergarten is closed for instruction, exempting scheduled professional time, will be given by either the employer or the teacher unless otherwise agreed. The employer and teacher may agree to payment in lieu of notice. However, nothing in this clause will prevent dismissal without notice for serious misconduct.

## **2.12 Access**

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

## **2.13 Deductions**

- 2.13.1 The employer will deduct union subscriptions from the wages payable to existing union members covered by this Collective Agreement as authorised by the union member and the union.
- 2.13.2 The union may make alternative subscription arrangements with new members covered by this Collective Agreement.
- 2.13.3 Union subscriptions deducted will be deducted at fortnightly or monthly intervals. The employer may deduct and retain an administration fee of no more than 2.5% of the aggregated sum of the amount deducted on the following terms:
  - (a) That union fees be paid to the union on a fortnightly basis accompanied by a schedule of members for whom the deduction has been made; and
  - (b) That the administration fee/commission be charged at the time deductions are made.

## **2.14 Union Meetings**

- 2.14.1 Every teacher covered by this Agreement will be allowed to attend at least two union meetings (each of a maximum of two hours duration) each year on ordinary pay. As kindergartens operate non-child contact sessions such meetings will occur, as far as practicable, during these sessions.
- 2.14.2 The union will give the employer at least 14 days' notice of the date and time of any meeting to which 2.14.1 applies.

- 2.14.3 The union will make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operations to continue.
- 2.14.4 Work will resume as soon as practicable after the meeting, but the employer will not be obliged to pay any union member for a period greater than two hours in respect of any meeting.
- 2.14.5 Only union members who actually attend a union meeting will be entitled to pay in respect of that meeting and to that end the union will supply the employer with a list of members who attended and will advise of the time the meeting finished.

## 2.15 Union Rights

- 2.15.1 The employer recognises the responsibility of any teacher who is appointed NZEI Te Riu Roa advocate/counsellor, executive member, regional representative of Early Childhood National Caucus or worksite representative.
- 2.15.2 Worksite Representatives/Union delegates have entitlements set out in section 18A of the Employment Relations Act 2000 relating to reasonable paid time for union activities, including introducing themselves to new teachers.
- 2.15.3 The employer will make available notice board space in an agreed place for the display of NZEI Te Riu Roa notices.
- 2.15.4 Employment Relations Education Leave

- (a) Employment relations education leave of up to five days per year will be available to union members as follows.

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

- (b) The Union is required to notify the association in writing of the maximum number of days of employment relations education leave and the basis of calculation of this maximum within one month of 1 March each year.
- (c) The Union may not allocate leave until such time as that notice has been provided. In accordance with section 75(4) of the Employment Relations Act 2000, the maximum number of days' leave the union may allocate in that year will reduce by one-twelfth for each complete month that the notice in 2.15.4(b) is not provided.

- (d) Where the Union allocates employment relations education leave to an eligible teacher, the Union will provide the employer with a copy of the notice to the teacher advising:
  - (i) that the union has allocated leave to the teacher;
  - (ii) the number of days leave (up to a maximum of five days per year) allocated to the individual teacher;
  - (iii) that the teacher must take the leave by the end of the year in which it is allocated; and
  - (iv) the terms or effects of sections 78 and 79 of the Employment Relations Act 2000.
  
- (e) In accordance with section 78 of the Employment Relations Act 2000, where a teacher proposes to take the leave allocated to them, the teacher must tell their employer no later than 14 days before the first day of such leave:
  - (i) that they propose to take the leave;
  - (ii) the dates on which they propose to take the leave; and
  - (iii) the employment relations education that the teacher proposes to undertake during that leave.
  
- (f) The employer may refuse to allow a teacher to take the leave where the notice requirements in 2.15.4(e) have not been met or, if the employer is satisfied, on reasonable grounds, that the teacher taking leave on the dates notified would unreasonably disrupt the employer's business.

## **2.16 Retirement Savings Scheme**

- 2.16.1 Teachers are eligible to join a KiwiSaver scheme in accordance with the terms of those schemes.
  
- 2.16.2 Employer or government contributions to retirement or superannuation schemes which are closed to new members (including the State Sector Retirement Scheme and the Government Superannuation Fund) will continue in accordance with the terms of those schemes.
  
- 2.16.3 Where employer or government contributions are made to another retirement savings or superannuation scheme a teacher is only eligible to receive employer or government contributions to a KiwiSaver scheme to the extent that the combined contributions equal the minimum KiwiSaver employer or government contributions.
  
- 2.16.4 Where the employer or government contributions made to another retirement savings or superannuation scheme equals or exceeds the minimum KiwiSaver employer or government contribution, then the teacher is not eligible to receive an employer or government contribution to a KiwiSaver scheme.

## **2.17 Equal Opportunities and Pay and Employment Equity Provisions**

- 2.17.1 The employers are committed to promoting, developing and monitoring equal employment opportunities and programmes in free kindergartens.

## PART THREE: REMUNERATION

### 3.1 Salary Scales

3.1.1 Subject to 3.2, the following salary rates apply:

(a) K1 - Base-scale Teachers

Qualification Notations	Step	Rates effective 2 April 2026	Rates effective 28 January 2027
P3E	1	\$62,862	\$64,119
P3+E	2	\$65,685	\$66,999
P4E	3	\$68,251	\$69,616
P5E	4	\$72,548	\$73,999
	5	\$77,224	\$78,768
	6	\$82,230	\$83,874
	7	\$88,276	\$90,042
	8	\$93,234	\$95,099
P3M	9	\$100,368	\$102,475
P3+M, P4M, P5M	10	\$105,686	\$107,886

*Note: the provisions of clause 3.3 – Salary on Appointment apply.*

(b) K2 - Head Teachers

A relieving Head Teacher who is employed for a period of less than 10 weeks, including teachers in acting positions, will be entitled to the K2R rate as below (pro-rated for part-time Head Teachers).

K2R Relieving Head Teacher	Rate effective 2 April 2026	Rate effective 29 June 2026	Rate effective 28 January 2027	Rate effective 29 June 2027
	\$108,356	\$111,356	\$113,736	\$114,736

A permanent or relieving (employed for a continuous period of at least ten weeks when a kindergarten is open for instruction) Head Teacher (as defined in clause 1.6.1(b)) will be entitled to the K2 salary rate as below (pro-rated for part-time Head Teachers).

K2 Head Teacher	Rate effective 2 April 2026	Rate effective 29 June 2026	Rate effective 28 January 2027	Rate effective 29 June 2027
	\$110,356	\$113,356	\$115,736	\$116,736

If a relieving Head Teacher who has been paid on the K2R rate has their employment extended such that they work in that role for a continuous period of more than 9 weeks when a Kindergarten is open for instruction, they will be entitled to move to the K2 rate for the tenth and subsequent weeks of the appointment.

## **3.2 Unified Base Salary Scale**

- 3.2.1 The purpose of this clause is to maintain a Unified Base Salary Scale for all teachers in the state and state integrated education sector.
- 3.2.2 The intention of this clause is to enable changes to the rates in the base salary scale or any payments made across-the-board, together with the attached conditions, in any collective agreement applicable to primary teachers in the state and state integrated school sector to apply to kindergarten teachers employed by kindergarten associations.
- 3.2.3 Mechanism
- (a) The Secretary for Education will, within one month of ratification of the Primary Teachers' Collective Agreement (or relevant variation thereof), notify the NZEI Te Riu Roa National Secretary of any changes to the base salary scale and offer such changes to teachers covered by the KTCA.
- (b) The National Secretary of NZEI Te Riu Roa will, within one month of receipt of the offer described in clause 3.2.3(a), advise the Secretary for Education whether NZEI Te Riu Roa wishes to accept such offer. The parties agree that upon receipt of NZEI's acceptance of the offer the KTCA will be deemed to be varied pursuant to clause 1.5 in the terms outlined in the offer as advised by the Secretary for Education.
- 3.2.4 The teachers and the Associations will be notified of any changes in the KTCA made pursuant to clause 3.2.3.
- 3.2.5 Clause 3.2 will apply from 29 June 2026 to 28 December 2028. Thereafter this clause will cease to apply and will have no effect.
- 3.2.6 For clarity, reference to teachers in this clause means trained teachers i.e. teachers who hold a current practicing certificate.
- 3.2.7 Where the top of the kindergarten teachers' base salary scale increases as a result of the operation of these provisions, the salary rate of head teachers and senior teachers will be increased by the same percentage amount (in the case of a percentage increase) or by the same dollar amount (in the case of a dollar amount increase); or by the weighted average increase across the base salary scale, whichever is the greater.

## **3.3 Salary on Appointment**

- 3.3.1 Salary on Appointment
- (a) On appointment, a teacher will be paid on the appropriate salary scale and step having regard to:
- (i) the applicable qualification group classification as per clause 3.3.2 and
  - (ii) any service recognised for salary purposes as per 3.3.3 and
  - (iii) any previous relevant work experience as per 3.3.4.
- (b) On reappointment, a teacher will be paid on the appropriate salary scale and step having regard of any:
- (i) kindergarten teaching service and salary credits that has previously recognised by a kindergarten association, and

- (ii) the qualification group classification at the time of reappointment, and
  - (iii) any service during the period away from kindergarten teaching service that may be recognised for salary purposes as per 3.3.3 and 3.3.4.
- (c) A teacher who has completed training and has no service recognised for salary purposes will be paid a salary during the first year of service at the first step of the relevant qualification grouping.
  - (d) A base scale teacher who, on appointment holds a qualification classified as P4 or P5 (as denoted in 3.3.2 below) will from 3 July 2023 commence at step three or step four respectively of the teachers' base salary scale.

### 3.3.2 Qualification Groups

- (a) A teacher placed on the salary scale will be certificated and hold a teaching qualification.
- (b) Teachers are assessed on the highest qualification held.
- (c) New Zealand qualifications that are registered on the National Qualifications Framework will be recognised for salary purposes.
- (d) Overseas qualifications are assessed by the New Zealand Qualifications Authority to the nearest New Zealand equivalent qualifications.
- (e) From 3 July 2023 the Qualification Group Notations for the base salary scale entry points (E) and base scale maximum points (M) for each qualification group defined below:

**P3** for teachers who hold a current practicing certificate issued by the Teaching Council of Aotearoa New Zealand but no subject or specialist qualification at level 7 or above on the NZQF, or equivalent overseas teaching qualifications recognised by the NZQA.

*Note: also includes teachers previously placed in P1 and P2 qualification groups.*

**P3+** for teachers who hold a current practicing certificate issued by the Teaching Council of Aotearoa New Zealand and:

- a subject or specialist level 7 qualification on the NZQF (i.e. not an initial teacher education qualification) which can be a Diploma (excluding a National Diploma), Graduate Diploma or Degree; or
- an initial teacher education qualification at level 8 on the NZQF; or
- equivalent overseas qualifications recognised by the NZQA or an overseas qualification where NZQA has determined that the qualification has level 7 (graduate) study in a subject or specialist area(s) i.e. any area of study that is not initial teacher education.
- Where the highest trade or vocational qualification is below Level 7 on the NZQF, the following trade or vocational qualifications (or its equivalent at 5 or 6 on the National Qualifications Framework)
- NZ Certificate in Building, Engineering, Quantity Surveying or Draughting
- Advanced Trade Certificate

- Advanced Technical Trade Certificate
- will be recognized for P3+ if the teacher has at least 6000 hours of applicable trade or vocational work experience.

**P4** for teachers who hold a current practicing certificate issued by the Teaching Council of Aotearoa New Zealand and:

- a subject or specialist level 8 qualification on the NZQF which can be an honours degree or a Post Graduate Diploma; or
- two subject or specialist level 7 qualifications on the NZQF (as listed above); or
- initial teacher education qualification at level 9 on the NZQF; or
- equivalent overseas qualifications recognised by the NZQA.

**P5** for teachers who hold a current practicing certificate issued by the Teaching Council of Aotearoa New Zealand and:

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

### 3.3.3 Service Recognition

- (a) Service within New Zealand as a trained early childhood teacher in a teaching capacity in a licensed early childhood centre or the Early Childhood Service of Te Aho o Te Kura Pounamu (The Correspondence School) will be recognised for salary purposes.
- (b) Service within New Zealand as a Head or Senior Teacher in a kindergarten will be recognised for salary purposes.
- (c) Service as a qualified certificated teacher employed in a teaching position within a New Zealand state or state integrated school (including Kaupapa Māori education) will be recognised for salary purposes.
- (d) Service of qualified certificated relieving teachers employed in a New Zealand licensed early childhood centre or a state or state integrated school (including Kaupapa Māori) will be recognised for salary purposes.

### 3.3.4 Previous Relevant Work Experience

- (a) In addition to service recognised under 3.3.3, the employer will recognise previous paid work experience, including overseas paid work experience, that is directly relevant to the teacher's duties and responsibilities and which has occurred within 10 years of the application for credit, subject to the provisions of this clause.
- (b) Any previous relevant paid work experience recognised under this clause will be credited as half-service up to a maximum of two steps. Half credit will mean that each year (or part thereof) will count as six months (or part thereof) of service for salary purposes. A special case may be made by a teacher to the employer to have crediting of relevant paid work experience in excess of the maximum considered.

- (c) Previous relevant paid work experience means professional employment using knowledge of the education service, and/or teaching skills including:
- Voluntary Service Abroad - providing service was in a teaching position while the teacher held a teaching certificate;
  - Teacher education lecturers and community education tutors - providing service was in a teaching position while the teacher held a teaching certificate;
  - Kaiarahi i te Reo;
  - Teacher Aides / Kaiawhina;
  - Public sector employment with education focus, e.g., Ministry of Education, Early Childhood Development or other Crown Education Agencies;
  - Education officer in Government and non-Government organisations;
  - Special Education;
  - Social worker employed by Oranga Tamariki or Board of Trustees;
  - Professional officer of NZEI Te Riu Roa/PPTA/TTANZ;
  - Librarian;
  - Museum, Art Gallery, Zoo education officers;
  - Untrained employee in teaching positions in licensed early childhood education centres including kindergartens and nga kōhanga reo; and
  - Homebased co-ordinators in licensed home based early childhood education services.
- (d) Application will be made by the teacher as soon as practicable following appointment, but in any event within three months of their appointment. The teacher will, at the time of application, provide evidence to the satisfaction of the employer of previous relevant paid work experience before any such service will be considered for recognition under this clause.
- (e) Previous relevant paid work experience in a less than full-time position will be credited, where recognised, as a proportion of full-time employment based on a 40 hour week. Where service recognition is claimed for previous relevant paid work experience undertaken on a part-time basis, the evidence of such service must include details of the hours worked.
- (f) No teacher covered by this Agreement on 2 July 2002 will have their service prior to this date recalculated as a result of the operation of this clause.
- (g) Where a teacher who has previous relevant paid work experience recognised by one association commences work at another association, that teacher will be entitled to retain that service credit unless sub-clause 3.3.4(h) below applies.
- (h) Prior to commencement at another association, where the employer considers that some or all of the previous relevant paid work experience is not relevant (in terms of clause 3.3.4) to the teacher's duties the association will advise the teacher, prior to the letter of offer.

### **3.4 Appointment to a Lower Salary Scale**

- 3.4.1 A teacher who takes a position in a lower salary scale will receive credit in that scale for service in any higher scale.

### **3.5 Improved Qualifications**

- 3.5.1 Teachers who improve their qualification(s) will, on the effective date of improving the qualification(s), move to the step in the appropriate scale corresponding to their current salary rate in the lower scale. Where their current salary rate is lower than the entry step for the new (improved) qualification group, they will be placed on the applicable entry step. The effective date of improvement of qualification(s) to a higher group in this situation is:
- (a) where qualifications are improved at the end of the academic year – the commencing date of the first term of the following year; or
  - (b) where qualifications are improved during an academic year – the date of official results.
- 3.5.2 Teachers who have been on the top step of the salary scale for their qualification group for one or more years' service for salary purposes and who subsequently improve their qualification(s) will be entitled to progress one salary step in their new salary scale from the effective date of improving their qualification(s). The effective date of improving qualification(s) to the higher salary group is the date of official notification from the relevant tertiary provider of achievement of the qualification. This date will become their new anniversary date for salary progression purposes.
- 3.5.3 Teachers will be entitled to progress annually to the top step of the new scale on their increment date providing they meet the requirements for progression. No recalculation of service will occur because a teacher has improved their qualification(s).

### **3.6 Salary Progression**

- 3.6.1 For the purposes of determining annual progression from one step to the next, each teacher's performance will be assessed annually against the appropriate professional standards.
- 3.6.2 When setting performance expectations and development objective(s) with individual teachers for the coming year, the appropriate professional standards against which the teacher is to be assessed should be confirmed between the teacher and the employer.
- 3.6.3 For each teacher to progress annually to their next salary step they will need to demonstrate that they meet the appropriate professional standards.

### **3.7 Deferred Progression**

- 3.7.1 Where a teacher has not met the appropriate professional standards throughout the assessment period the employer may defer salary progression.
- 3.7.2 Where progression has been deferred, the employer will determine a timeframe (in consultation with the teacher) within which the teacher will have the opportunity to demonstrate the improved performance required to meet the appropriate standards.
- 3.7.3 If it is agreed that the teacher has demonstrated within this timeframe that they are meeting the appropriate standards they will progress to the next step from the date of this second assessment. This date will become the teacher's new anniversary date for the purposes of pay progression.

3.7.4 Where a teacher is unable to attain the standards within the specified timeframe, the teacher will be required to undergo competency procedures as set out in 6.3.

3.7.5 Local review process

- (a) Where a teacher disagrees with the employer's decision to defer their salary increment under the provisions of 3.7 the teacher may, within 14 days of being notified of the deferral, seek a review of that decision by notifying the employer in writing. The teacher may be represented during the process.
- (b) A reviewer will be a person nominated by the association and acceptable to the teacher. The reviewer may be another staff member but should not be someone connected with the original decision to defer progression. In the event that agreement cannot be reached on a reviewer within a reasonable time the employer will determine who the reviewer will be.
- (c) The reviewer will give the teacher and the employer fair opportunity to make representations.
- (d) The reviewer will make recommendations to the employer within 30 days of receiving the teacher's application for review.
- (e) The employer will make a final decision within 14 days of receiving the recommendation.
- (f) Where requested, the teacher will have access to the information about them provided to the employer by the reviewer.
- (g) Nothing in this clause prevents the teacher from taking a personal grievance in accordance with Part 7 of this Agreement.

*Note: In cases of very small Associations, it may be necessary to develop a reciprocal arrangement with a neighbouring Association.*

### **3.8 Payment of Salaries**

3.8.1 Method of Payment

- (a) Salaries will be paid fortnightly by direct credit to the teacher's nominated bank account.

3.8.2 Calculation of Permanent Full-time, Permanent Part-time and Long-term Relieving Teachers' Salary

- (a) The fortnightly rate payable will be equivalent to the annual salary divided by 26.071.
- (b) The daily rate payable will be equivalent to 1/10 of the fortnightly rate.

3.8.3 Calculation of Part-time Teachers' Salary

- (a) A part-time teacher's salary will be paid at 1/40th of the applicable full-time weekly salary for each hour of work as defined as by the hours of work clause 1.6.1(f).

- (b) On completion of 2080 hours of work, (the same numbers of hours as are worked by a full-time teacher in a year), a part-time teacher will be eligible to progress to the next step of the relevant salary scale.

#### 3.8.4 Long-term Relievers

- (a) Long-term relieving teachers will be paid according to the applicable salary scale and qualification group.

#### 3.8.5 Short-term Relievers

- (a) Short-term relieving base scale teachers will be paid a daily rate of 1/210th (inclusive of 12% holiday pay) of the appropriate annual salary, or an hourly rate of 1/8th of the daily rate (inclusive of 12% holiday pay). The rate payable will take into account relevant qualifications and any previously recognised service, provided that the maximum daily rate does not exceed 1/210th of step 6 of the teachers' scale.
- (b) Assistance towards payment of travelling expenses may be granted at the employer's discretion.

3.8.6 Notwithstanding 3.8.4 and 3.8.5, where a reliever is employed in a particular position as a short-term reliever but the employment lasts longer than six weeks, then the reliever will, from the point at which employment exceeds this threshold, become a long-term reliever and will receive the terms and conditions applicable to long-term relievers. No recalculation or recovery of entitlements (including pay) will occur because of such a change in status.

#### 3.8.7 Relievers

- (a) A teacher employed in a relieving capacity for 12 months or more in a position for which the salary scale is higher than Scale K1 will have that service recognised for salary purposes on appointment to a permanent position on the higher scale.
- (b) A teacher who is employed in a relieving capacity in a position for which the salary scale is higher than Scale K1 will be paid the rate which would be payable to the teacher if permanently appointed to that position, subject to the following conditions:
  - (i) the teacher must perform the extra duties and undertake the responsibilities of the higher position for a qualifying period of five consecutive working days on each occasion that the higher duties are performed;
  - (ii) although not counting as part of the qualifying period, term breaks and leave do not interrupt the qualifying period if the teacher goes back to the higher position immediately after the term break or the leave.

### 3.9 Leave Without Pay

3.9.1 Where a teacher has been granted leave without pay by the employer, the employer will either:

- (a) Deduct the leave without pay from the teacher's current pay period, or where it is not practicable to do so, the employer will deduct the leave without pay from the teacher's next pay period; or
  - (b) Deduct the leave without pay from the teacher's subsequent pay periods in such a manner as may be agreed between the parties.
- 3.9.2 Nothing in this clause will prevent the employer from pursuing any other remedies available in law to recover outstanding amounts owed to the employer. The employer should, however, endeavour to ensure that the teacher is not caused undue hardship as a result of any such recovery.
- 3.9.3 Leave without pay will be debited on the basis of working days of absence.
- 3.9.4 Leave without pay in excess of five consecutive working days will reduce the period of paid teaching service accordingly for salary purposes.

### **3.10 Recovery of Overpayments**

- 3.10.1 It is the responsibility of both the employer and the teacher to ensure that payments are correct.
- 3.10.2 Where an overpayment does occur, the recovery of the overpayment will be in a manner agreed between the employer and the teacher concerned or, where the overpayment arose as a result of a previous period of employment, between the former employer and the teacher concerned.
- 3.10.3 Nothing in this clause will prevent the employer from pursuing any other remedies available in law to recover overpayments. The employer should, however, endeavour to ensure that the teacher is not caused undue hardship as a result of any such recovery.

### **3.11 Tutor Teacher Allowance**

- 3.11.1 A tutor teacher is a fully certificated teacher who holds a current practicing certificate and is designated as being responsible for providing an advice and guidance programme to a provisionally certificated teacher working towards full certification. The responsibilities of the tutor teacher include assisting the provisionally certificated teacher to meet the certification requirements.
- 3.11.2 A tutor teacher allowance of \$600 per annum is payable to a designated tutor teacher while they are responsible for a provisionally certificated teacher, or teachers, who are permanently employed or employed to fixed term positions of at least ten consecutive weeks provided that the total combined hours of the provisionally certificated teachers are at least 0.8.
- 3.11.3 A tutor teacher may be responsible for tutoring more than one provisionally certificated teacher concurrently but will only receive one payment of the allowance.
- 3.11.4 Only one teacher may be designated as being responsible for tutoring any provisionally certificated teacher at any one time.
- 3.11.5 The designation of tutor teacher will be for no more than one calendar year on each occasion.

- 3.11.6 Where the provisionally certificated teacher is employed for part of a year, the allowance will be paid to the tutor teacher for that part of the year only.
- 3.11.7 Senior teachers are not entitled to the allowance.
- 3.11.8 The tutor teacher and the provisionally certificated teacher engaged in the advice and guidance programme will receive paid release time.

### **3.12 Cultural Leadership Allowance**

- 3.12.1 There are 100 allowances nationally, increasing to 106 from January 2027 and to 112 from January 2028, each of \$5,000 per annum that recognises individual teachers' leadership and expertise in Te Ao Māori which can be allocated to teachers, head teachers or senior teachers.
- 3.12.2 Each allowance will be paid at the substantive rate for full and part-time teachers and will be allocated permanently unless the teacher is employed for a fixed term to cover a holder's absence e.g. parental leave, or where a fixed term teacher is allocated an allowance through an Association's process. An allowance may be split between two teachers as an outcome of an Association's allocation process.
- 3.12.3 These allowances will also help retain and further cultivate Māori specialist expertise, knowledge and cultural leadership that already exists in kindergartens and within Associations.

Further information, frequently asked questions and guidance is available at:  
<https://www.education.govt.nz/education-professionals/early-learning/people-and-employment/cultural-leadership-allowance-kindergarten-teachers>

### **3.13 Higher Duties Allowance**

- 3.13.1 A permanent teacher who relieves in a position on a higher salary scale will be paid an allowance at the rate representing the difference between the teacher's current salary and the rate which would be payable to the teacher if permanently appointed to that position. This is subject to the teacher carrying out the full duties and responsibilities for a minimum qualifying period of five consecutive working days and subject to such conditions as the employer may approve. Payment of the allowance will be backdated to include the previous five days. These conditions must be met on each occasion that the higher duties are performed.
- 3.13.2 Where an employer requires the period of higher duties to span a term break, the higher duties allowance will continue to be paid during that term break.

### **3.14 Secondment Allowance**

- 3.14.1 A permanent teacher who is seconded to relieve in a position elsewhere will be paid for the period concerned an allowance at the rate of \$2,500 per annum on such terms as the employer may prescribe.
- 3.14.2 Where a permanent teacher is seconded to relieve in a position which is on a higher salary scale, the teacher will be paid a higher duties allowance or the secondment allowance whichever is the greater.

## **PART FOUR: HOLIDAYS AND LEAVE PROVISIONS**

### **4.1 Public Holidays**

- 4.1.1 The following paid holidays will apply to teachers covered by this Agreement: Christmas Day, Boxing Day, New Year's Day, the second day of January, Good Friday, Easter Monday, ANZAC Day, Labour Day, the birthday of the reigning Sovereign, Waitangi Day, Matariki and the provincial anniversary day.
- 4.1.2 Where a teacher is required by their employer to work on a Public Holiday they will be entitled to be paid in accordance with s.50 of the Holidays Act 2003.

### **4.2 Annual Leave**

*Note: The following provisions are inclusive of and not in addition to the provisions of the Holidays Act 2003.*

- 4.2.1 The overall objective of these clauses, together with 2.5, is to ensure that teachers receive a full years' salary for each full year of employment.
- (a) Teachers, other than short-term relievers, are entitled to six weeks paid annual holidays in respect of each completed 12 months of employment (Refer s16 of the Holidays Act 2003 for the impact of leave without pay on continuous employment).
  - (b) Teachers are entitled to one day's paid holiday to be taken between Christmas and New Year in addition to the annual holidays entitlement.
  - (c) Teachers employed in kindergartens that operate term breaks agree to take their annual holidays in advance of the entitlement falling due, during periods that the kindergarten is closed for instruction unless there is agreement between the employer and teacher to do otherwise.
  - (d) Any annual holidays unable to be taken when the kindergarten is closed for instruction must be taken by agreement. Where agreement between the employer and teacher cannot be reached, the employer may direct the teacher to take annual holidays entitlement with not less than 14 days' notice; the employer cannot unreasonably withhold consent to a teacher's request to take annual holidays.
  - (e) Teachers employed in kindergartens that do not operate term breaks may take annual leave at any time during the year following prior agreement with the employer whose agreement will not be unreasonably withheld. The employer must ensure that the teacher is able to take a two-week period of uninterrupted leave annually.
  - (f) For the purposes of calculating the entitlement to annual holidays, professional time (which includes term breaks) or the entitlement to be paid when the kindergarten is closed for instruction pursuant to 2.5 of this Agreement:
    - (i) in the case of a resignation, the termination date will be the date the teacher nominates as the last date that they will be available to attend the kindergarten or elsewhere to carry out duties and responsibilities connected with their employment.

- (ii) in the case of termination, the termination date of the teacher will be the date specified by the employer in the notice of termination in accordance with 2.11.
- (g) Where a teacher's employment terminates they will be entitled to be paid for the public holidays that occur during their annual holidays had they taken their remaining annual holidays entitlement immediately after the date their employment ended, provided the public holiday(s) would have otherwise been a working day.
- (h) Where a teacher ceases employment before becoming entitled to annual holidays under clause 4.2.1(a), the employer will pay the teacher a sum equivalent to 12 percent of their gross earnings, less any payments made to the teacher for annual holidays taken in advance.
- (i) Where a teacher who has become entitled to annual holidays under clause 4.2.1(a) ceases employment before taking their full entitlement, the employer must pay the teacher upon termination, for the proportion of annual holiday entitlement not taken.
- (j) Where a teacher ceases employment and has taken more annual holidays than their entitlement under clause 4.2.1(a), the employer will not recover the payment for those annual holidays.

### **4.3 Sick Leave**

*Note: The following provisions are inclusive of and not in addition to the provisions of the Holidays Act 2003.*

- 4.3.1 From teachers' appointment or leave anniversary date that falls on or after 1 January 2024, teachers, other than short term relievers, are entitled to 15 days sick leave on pay: upon appointment to a teaching position covered by this Agreement; and for each subsequent 12 months of completed continuous employment.
- 4.3.2 Short-term relievers will retain their sick leave accumulation and be entitled to future sick leave in accordance with the provisions of the Holidays Act 2003 or on the basis that every 190 days or 950 hours equals one year of sick leave employment, whichever is the greater.
- 4.3.3 A short-term reliever who has accepted an offer of a period of short-term relief teaching and who cannot work on a day(s) during that period because they are sick, or because their spouse, partner, or someone dependent on the short-term reliever for care is sick, is entitled to paid sick leave for the day or hours they would have worked, provided they have sick leave entitlement available.
- 4.3.4 Discontinuous employment with the same employer may be recognised for sick leave purposes.
- 4.3.5 Sick leave not used in the year in which it is granted may be accumulated for use in the subsequent years, to a maximum of 306 days.
- 4.3.6 In exceptional circumstances the employer may grant sick leave with pay in anticipation of a future entitlement.

- 4.3.7 Where the teacher has anticipated sick leave, the necessary adjustment will be made to the teacher's final pay should the teacher's employment be terminated before the next sick leave entitlement falls due, unless the employer determines otherwise.
- 4.3.8 Teachers will have sick leave debited from their entitlement only for absences on days the kindergarten is open for instruction, or a day stated in the calendar as professional leave and on days which the teacher would normally have worked.
- 4.3.9 When sick leave of three days or more is taken, a medical certificate from a registered health practitioner must be produced at the teacher's expense if the employer so requires.
- 4.3.10 Where the employer considers it warranted, the employer may at its expense require a teacher to produce a medical certificate or other evidence satisfactory to the employer, when less than three days' sick leave is taken.

#### 4.3.11 Domestic Leave

The employer will grant sick leave under this sub-clause when the teacher is absent from work to attend a member of the teacher's family/whanau\*, who through illness, is dependent upon the teacher. This leave will be debited against the teacher's sick leave entitlement.

\*The teacher's family / whanau includes the teacher's spouse or partner, a dependent child or dependent parent of the teacher or of the teacher's spouse or partner or any relative or person who is demonstrated to have a dependency on the teacher.

#### 4.3.12 Change of Employer

A teacher who starts employment with a different Association or comes from employment with the Early Childhood Service of Te Aho o Te Kura Pounamu, is entitled to transfer up to 106 days accumulated sick leave. An employer may agree to transfer more days of accumulated sick leave at its discretion.

#### 4.3.13 Disregarded Sick Leave

- (a) Subject to (b) below, Disregarded Sick Leave not exceeding an overall aggregate of two years will be granted by the employer in circumstances where an illness can be traced directly to the conditions or circumstances under which the teacher is working, or where an injury suffered by the teacher in the discharge of duties occurred through no fault of the teacher. Leave granted under this sub-clause will not be debited from the teacher's sick leave entitlement.
- (b) Disregarded Sick Leave will not be granted where:
- (i) payment has been made by the Accident Rehabilitation and Compensation Insurance Corporation in relation to the injury.
  - (ii) events giving rise to a complaint/personal grievance raised against the employer has contributed to the sickness or injury, and/or
  - (iii) the teacher being subject to a disciplinary or competency process has contributed to the sickness.

- (c) For the avoidance of doubt, if a personal grievance is raised as the result of the employer's handling of a teacher's request for disregarded sick leave, this does not disqualify the teacher from being granted disregarded sick leave.

*Note: There are other types of leave available in this Part.*

#### **4.4 Bereavement / Tangihanga Leave**

4.4.1 A teacher will be granted bereavement leave with pay to discharge their obligation and/or pay their respects to a deceased person with whom they have had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent).

4.4.2 In granting time off therefore, and for how long, the employer must administer these provisions in a culturally sensitive manner, taking into account the following points:

- (a) the closeness of the association between the teacher and the deceased.  
(Note: This association need not be a blood relationship);
- (b) whether the teacher has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
- (c) the amount of time needed to discharge properly any responsibilities or obligations;
- (d) reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
- (e) a decision must be made as quickly as possible so that the teacher is given the 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;
- (f) if paid leave is not appropriate then leave without pay should be granted, but as a last resort.

4.4.3 In operating provisions of 4.4.1 and 4.4.2 above, the employer will recognise at least the minimum entitlements provided under statute.

#### **4.5 Parental Provisions**

##### **4.5.1 Parental Leave**

- (a) Entitlement  
Permanent teachers and long-term relievers are entitled to parental leave and protection of their employment under the Parental Leave and Employment Protection Act 1987 (PLEPA).
- (b) In Summary:  
If a teacher has 12 months' service or more - they are entitled to up to 12 months' parental leave from the date of birth under the PLEPA. The employer may grant up to an additional 12 months' leave without pay at their discretion.
- (c) If a teacher has less than 12 months' service - they are entitled to up to 6 months' parental leave from the date of birth under the PLEPA. The employer may grant up to an additional 6 months' leave without pay at their discretion.

*Note: "Birth" means the birth of a child, whether live or still born, within the meaning of the Births, Deaths and Marriages Registration Act 1995.*

Full details of a teacher's entitlements and obligations under the PLEPA can be found here:

<https://www.legislation.govt.nz/act/public/1987/129/en/latest/#DLM120104>

- (d) When leave can start and notice requirements (pregnancy)  
The teacher may start parental leave at any time during the pregnancy if they give their employer one month's written notice, supported by a medical certificate required under s31 of the PLEPA. A shorter notice period will be accepted if a medical practitioner recommends it.
- (e) Adoption, whangai, or Home for Life placements (child under 6)  
Wherever clause 4.5.1(b) and (c) refer to the "date of birth," read this as the "date of taking permanent primary responsibility for the care of the child."
- (f) The notice requirements in clause 4.5.1(d) do not apply in these situations, but leave is subject to satisfactory evidence of assuming primary care of the child.
- (g) Keeping the teacher's job open and using relieving teachers  
The teacher's position will be kept open for the period of their parental leave. If a relieving teacher is employed, their appointment will be terminated within one month from the date that the permanent incumbent is to return to work. The termination date will be set by agreement with the employer. Any advertised relieving vacancy will state these conditions.

#### 4.5.2 Parental Grant

- (a) Entitlement  
If a permanent teacher or long-term reliever takes primary carer leave under the PLEPA and then returns to work in a permanent or long-term relieving role with the same Association for at least six weeks they will be paid a parental grant in accordance with (c). The employer may agree to pay the grant when the teacher starts leave or prior to their return.
- (b) When a teacher is absent on leave for less than 30 working days, the full grant equivalent to six weeks' salary is still payable in addition to the teacher's usual salary.
- (c) How the grant is calculated  
The grant is equal to six weeks' full salary at the rate applicable to the teacher in their last working week before the start of their parental leave. However, a teacher who works less than full normal hours for a short period only, before taking leave, may have their case for full payment considered by the employer.

#### 4.6 Court Leave

- 4.6.1 A teacher will be entitled to paid leave for court service, provided that the employer will be entitled to receive payment of any juror or witness fee from the teacher.

#### **4.7 Special Purpose Leave**

- 4.7.1 The employer may grant leave with or without pay to a permanent full-time, permanent part-time or long-term relieving teacher in accordance with the employer's leave policy. Where a request is declined, the employer will provide the teacher with reason(s) for the decision. In granting such leave, the employer may make provision for any necessary travelling time.
- 4.7.2 Policy on special leave for family reasons will recognise the following definition of family: The teacher's spouse / partner, children, parents, or near relatives, which will include grandparents, parents-in-law, sons-in-law and daughters-in-law, grandchildren, kaumatua, kuia, mokopuna, whangai / foster child and matua whangai / foster parent.

*Note: Kaumatua / Kuia in the context of this provision means respected elder of the kin group or one who has close links with the kin group. The terms do not exist beyond those degrees of relationship.*

#### **4.8 Domestic Violence Leave**

- 4.8.1 Leave as provided for by the Domestic Violence – Victims' Protection Act 2018 is in addition to other leave allowances within this collective agreement.

#### **4.9 Sabbatical Leave**

- 4.9.1 Head Teachers will have 20 paid sabbatical leave places nationally, each of 10-week duration, available annually in accordance with the provisions of this clause.
- 4.9.2 Sabbatical leave can be used for a wide range of purposes such as research, study, and/or reflection. Applications, which must be made in consultation with the employer, should identify the purpose(s) and the likely benefits of the sabbatical.
- 4.9.3 Applications will use the process and meet the criteria developed by the Ministry, NZEI Te Riu Roa and Kindergarten Association employer representatives.
- 4.9.4 Head Teachers will present examples of how they have integrated the learnings, outcomes and/or growth from the sabbatical leave into their practice within six months of completing a sabbatical, in a forum agreed with their employer.

## **PART FIVE: REIMBURSING ALLOWANCES**

### **5.1 Expenses Incurred in the Use of Private Vehicles**

5.1.1 As determined by the employer, reimbursement of the equivalent public transport fare or a motor vehicle allowance of 83 cents per kilometre will be paid to teachers in the following circumstances:

- (a) the necessary transportation of a child due to sickness, accident or when left at the kindergarten after a session;
- (b) attendance at meetings or on association business as required by the employer.

### **5.2 Meal Allowance**

5.2.1 The employer will reimburse the actual and reasonable expenses incurred by the teacher where the employer requires a teacher's attendance at a meeting that prevents the teacher returning home for the evening meal.

### **5.3 Relieving Allowance**

5.3.1 A teacher required to perform relieving duty which necessitates absence from home overnight will be paid actual and reasonable expenses on submission of the appropriate receipts or vouchers.

### **5.4 Expenses Incurred in the Attendance at Courses**

5.4.1 Where a teacher attends a retraining course or any other course related to that teacher's employment, the employer will reimburse actual and reasonable expenses incurred by the teacher, subject to the prior approval of these expenses by the employer.

5.4.2 Where attendance at courses is required by the employer, actual and reasonable expenses will be met by the employer including travel costs and course fees. For the purposes of this clause:

- (a) travel costs are set out in 5.1 of this Agreement;
- (b) teachers will "car pool" where practicable; and
- (c) where the employer arranges a course and teachers choose to attend the course in a different location and/or at a higher cost, teachers will receive those expenses that would have been incurred in attending the course arranged by the employer.

## **PART SIX: COMPLAINTS, COMPETENCY AND DISCIPLINE**

### **6.1 General Principles**

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

### **6.2 Ngā Kōrero me ngā Tikanga**

6.2.1 Me whakamārama atu ki te kaiwhakaako i ngā raruraru kua puta noa. Mehemea he pai ki te kaimahi rāua tahi ko tona tumuaki, i te āhua o te amuamu, e āhei ana ki te whakahaere tonutia ngā whakaritenga i raro i ngā tikanga Māori.

6.2.2 Anei ra 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 kuia hei arahi hei tohutohu i ā rātou katoa;

6.2.3 Mēnā ka whakaaetia te kaimahi rāua ko tōna tumuaki ō rāua kaihautū rānei, kia oti pai ai te kaupapa, mā rāua mā ngā kaihautu rānei e hainatia ngā whakaaetanga i tūhia. Makaia atu tētahi kape o ngā whakaaetanga nei ki te kōnae o te kaimahi.

6.2.4 He māmā noa iho ēnei whakawhiringa mehemea hiahia ana tētahi taha kia waiho tārewa ake ngā tikanga Māori kia huri ke ia ki ētahi (te katoa rānei) o ngā whakaritenga, arā te waahi ono. 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 te waahi ono, me tuhituhi hei whakamārama ki tērā atu taha.

### **6.2 Discussions in a Māori Context**

6.2.1 The teacher must be advised of the specific matter(s) causing concern. The teacher and the 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.

6.2.2 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 kaumatua and kuia for all involved.

6.2.3 Should the teacher and employer, or their representatives on their behalf, agree to a resolution of the matter then this will be recorded in writing and signed by both parties and/or their representatives on their behalf. A copy of the agreement will be placed on the teacher's personal file.

6.2.4 This is a discretionary option and either party may withdraw at any time, and nothing in this section prevents the employer or the teacher deciding at any time that any or all of the procedures in Part 6 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 Part 6 will be notified in writing to the other party.

### **6.3 Competency**

6.3.1 Where there are matters of competency which are causing concern in respect of any teacher (for example failing to meet the appropriate professional standards), the employer will put in place appropriate assistance and professional guidance to assist that teacher. This may include obtaining at the employer's expense, a report from a mutually agreed registered medical practitioner or other professional where appropriate.

6.3.2 When this assistance and guidance has not remedied the situation, the following provisions should govern the action to be taken:

- (a) The teacher must be advised in writing of:
  - (i) the specific matter(s) causing concern;
  - (ii) the corrective action(s) required to address the matter(s);
  - (iii) the timeframe within which this action(s) must be undertaken and the competency matter(s) addressed; and
  - (iv) their right to seek representation at any stage.
- (b) The timeframe in 6.3.2.a. should be determined by the employer, or delegated person, and be relevant to the matter(s) causing concern. In setting this timeframe the employer may take into account previous opportunities given to the teacher to address the competency matter(s) causing concern (such as provided for under the deferred progression provisions of this Agreement).
- (c) The process and results of any evaluation are to be recorded in writing, sighted and signed by the teacher.
- (d) A copy of any written report made to the employer or to the Teaching Council of Aotearoa New Zealand made by the person or persons undertaking the evaluation will be given to the teacher.
- (e) No action will be taken on a report until the teacher has had a reasonable time to comment (in writing or orally or both).
- (f) If the above steps (a-e) fail to resolve the matter of concern, the employer may, where justified, dismiss the teacher without the need to follow the provisions of 6.4.

### **6.4 Discipline**

6.4.1 In any disciplinary action the following procedures will be observed:

- (a) The teacher must be advised by the employer of their right to request assistance, including union assistance, and/or representation at any stage;

- (b) The teacher must be advised in writing of the specific problem and be given a reasonable opportunity to review and comment and/or provide an explanation on any of the information the employer may rely on when considering its response;
- (c) Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by the employer;
- (d) The response of the teacher must be considered before a decision is made;
- (e) The teacher must be, if appropriate in the circumstances, advised of any improvement required, given reasonable opportunity and assistance to change, and advised of the consequences if the problem continues; and
- (f) The notification of the problem, process used and results of any action are to be recorded in writing and signed by the teacher as having been seen.

## **6.5 Suspension**

- 6.5.1 If an allegation is deemed sufficiently serious a teacher may be either suspended with or without pay, or transferred temporarily to other duties.
- 6.5.2 The employer will not suspend a teacher without first allowing the teacher a reasonable opportunity to make submissions about the allegations and whether suspension is appropriate. However, where the employer is satisfied the welfare and safety of any kindergarten child or another kindergarten teacher warrants it, immediate suspension may occur.
- 6.5.3 The employer will use its best endeavours to ensure that the period of suspension is kept to the minimum possible time consistent with ensuring that the allegations are properly investigated.
- 6.5.4 If the allegation that led to suspension is without substance the teacher will be reinstated effective from the date of suspension.

## **6.6 Instant Dismissal**

- 6.6.1 Nothing in sections 6.2, 6.4 or 6.5 prevents dismissal without notice in the case of serious misconduct.

## **PART SEVEN: PERSONAL GRIEVANCE AND DISPUTES PROCEDURES**

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

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

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

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

### **Resolving an Employment Relationship Problem**

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

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

Employers should contact an adviser / representative of choice.

### **Personal Grievances**

A personal grievance is a particular type of employment relationship problem that normally must be raised with the employer within 90 days of the grievance arising except for sexual harassment which must be raised within 12 months.

The full meaning of the terms personal grievance, discrimination, sexual harassment, racial harassment, and duress, shall be the meaning given by sections 103 to 110 inclusive of the Employment Relations Act 2000 only. For ease of access these are attached at the end of this Agreement as Appendix A.

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

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

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

### **Services Available**

To help resolve employment relationship problems, (MBIE) provides:

## **An Information Service**

This is free. It is available by contacting (MBIE) or by phoning toll free 0800 20-90-20. The Employment Relations Service internet address is [www.employment.govt.nz](http://www.employment.govt.nz) and can be contacted by e-mail at [info@mbie.govt.nz](mailto:info@mbie.govt.nz).

## **Mediation Service**

The Mediation Service is a free and independent service available through the (MBIE). This service helps to resolve employment relationship problems and generally to promote the smooth conduct of employment relationships.

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

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

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

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

## **The Employment Relations Authority**

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

Either an employer or a teacher 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.*

Appendix A reproduces s103-110 of the Employment Relations Act 2000.

## **PART EIGHT: SENIOR TEACHERS**

This part of the Agreement will apply to Senior Teachers only

### **8.1 Hours of Work**

8.1.1 The normal hours of work should, as far as practicable, not exceed 40 hours per week to be worked from Monday to Friday inclusive.

8.1.2 There may, however, be occasions when teachers are required to attend the workplace, or elsewhere, outside normal hours to fulfil the duties and responsibilities of the position or for other purposes connected with their employment. Reasonable time off in lieu may be granted in recognition of this.

### **8.2 Senior Teacher Appraisal**

8.2.1 The employer will put in place appropriate procedures for professional performance appraisal developed in consultation with teachers who are senior teachers.

8.2.2 The setting of performance expectations and development objective(s) and the appraisal of senior teachers will be based around a set of national professional standards.

8.2.3 When setting performance expectations and development objective(s) with individual senior teachers for the coming year, the appropriate professional standards against which the senior teacher is to be assessed should be confirmed between the senior teacher and the employer.

### **8.3 Salary Scales**

8.3.1 In the settlement of the Kindergarten Teachers, Head Teachers and Senior Teachers' Collective Agreement 2000-2002 the parties committed themselves to the implementation of pay parity for kindergarten teachers. Senior teacher K3 and K4 salaries were benchmarked to the base salary (excluding the roll-based supplementary component) of a primary U2 and U3 principal respectively.

8.3.2 Subject to 3.2, the following salary rates apply:

(a) Scale K3 Senior Teachers

<b>K3 Senior Teacher</b>	<b>Rates effective 2 April 2026</b>	<b>Rates effective 29 June 2026</b>	<b>Rates effective 28 January 2027</b>	<b>Rates effective 29 June 2027</b>
	\$116,148	\$119,148	\$121,650	\$122,650

(b) Scale K4 Senior Teachers

<b>K4 Senior Teacher</b>	<b>Rates effective 2 April 2026</b>	<b>Rates effective 29 June 2026</b>	<b>Rates effective 28 January 2027</b>	<b>Rates effective 29 June 2027</b>
	\$125,638	\$128,638	\$131,340	\$132,340

## **8.4 Operation of the Salary Scale**

- 8.4.1 A teacher will be paid a salary on the K3 salary scale, unless the teacher is appointed to a position where that teacher is responsible for the management of other teachers in the senior teacher team in which case that teacher will be paid the K4 salary rate.
- 8.4.2 A senior teacher, who at 2 October 2000 was employed in a sole responsibility position which has been recognised under the terms of the expired Kindergarten Senior Teachers' Collective Employment Contract as a K4 position, will continue to be recognised as K4 for salary purposes.

## **8.5 Annual Holidays**

*Note: The following provisions are inclusive of and not in addition to the provisions of the Holidays Act 2003.*

- 8.5.1 Senior Teachers are entitled to six weeks paid annual holidays in respect of each completed 12 months of employment (Refer s16 of the Holidays Act 2003 for the impact of leave without pay on continuous employment).
- 8.5.2 Senior Teachers are entitled to one day's paid holiday to be taken between Christmas and New Year in addition to the annual holidays entitlement.
- 8.5.3 Senior teachers may take annual leave at any time during the year following prior arrangement with the employer whose consent will not be unreasonably withheld. The employer will ensure that the senior teacher is able to take a two- week period on uninterrupted leave annually.
- 8.5.4 Where agreement between the employer and senior teacher cannot be reached, the employer may direct the senior teacher to take annual holidays entitlement with not less than 14 days' notice.
- 8.5.5 Where a senior teacher's employment terminates they will be entitled to be paid for the public holidays that occur during their annual holidays had they taken their remaining annual holidays entitlement immediately after the date their employment ended, provided the public holiday(s) would have otherwise been a working day.
- 8.5.6 Where a senior teacher ceases employment before becoming entitled to annual holidays under clause 8.5.1, the employer will pay them a sum equivalent to 12 percent of their gross earnings, less any payments made to the teacher for annual holidays taken in advance.
- 8.5.7 Where a senior teacher who has become entitled to annual holidays under clause 8.5.1 ceases employment before taking their full entitlement, the employer will pay them, upon termination, for the proportion of holiday entitlement not taken.

## **8.6 Professional Development**

- 8.6.1 The parties recognise the importance of ongoing professional development for the role of senior teachers. The professional development needs of a senior teacher will be agreed in terms of the annual appraisal and/or on the identification by the employer or senior teacher of a particular professional development need or opportunity.

- 8.6.2 A senior teacher will be entitled to ten days of professional development time in each full year for which they are employed, reduced on a pro rata basis for periods of employment of less than a full year, subject to:
- (a) the senior teacher submitting to the employer a proposal identifying the professional development need and the means proposed of addressing it;
  - (b) the employer's approval not being unreasonably withheld; and
  - (c) reasonable notice being given of the proposed programme and the timing which should have due regard to the employer's operational requirements.
- 8.6.3 The employer may reimburse related expenses.
- 8.6.4 Professional development time not used in any given year may, with the approval of the employer, be carried forward for a further six (6) months.
- 8.6.5 With the prior agreement of the employer, professional development time may be taken adjoining annual leave.
- 8.7 Provision of Vehicle or Reimbursement of Expenses Incurred in the Use of Private Vehicles**
- 8.7.1 Provision of vehicle  
An employer may decide to provide a vehicle to senior teachers, where it considers the provision of a vehicle to be in the interests of the association. Use of the vehicle by the senior teacher will be permitted for undertaking association work only, except as otherwise provided for by virtue of clause 1.8.1.
- 8.7.2 Reimbursement for expenses incurred in the use of private vehicles  
Motor vehicle allowance at a rate of 83c per km for a car and 18c per km for a motorcycle or equivalent public transport fares will be reimbursed to teachers required by the employer to use their own vehicles undertaking association work.
- 8.8 Accommodation and Meal Allowance**
- 8.8.1 Where the employer requires the teacher to undertake duties which necessitate the teacher's absence from home overnight, the employer will reimburse actual and reasonable expenses incurred by the teacher on submission of the appropriate receipts or vouchers.
- 8.8.2 Where a teacher's attendance at a meeting prevents the teacher returning home for the evening meal, the employer will reimburse actual and reasonable expenses incurred by the teacher in purchasing a meal on submission of the appropriate receipts or vouchers.

## **SIGNATORIES**

This collective agreement was signed by the parties in Wellington on 29 June 2026 as follows:

Jen Natoli  
Advocate for NZEI Te Riu Roa

Dated:

Tanya Duncan  
Advocate for the Secretary for Education

Dated:

Witnessed by:

Sherryll Wilson  
for Kindergartens Aotearoa

Dated:

Norma Roberts  
for New Zealand Kindergartens Inc

Dated:

## APPENDIX A - SECTIONS 103-110 OF THE EMPLOYMENT RELATIONS ACT 2000

### 103 Personal Grievance

1. For the purposes of this Act, personal grievance means any grievance that an employee may have against the employee's employer or former employer because of a claim-
  - (a) that the employee has been unjustifiably dismissed; or
  - (b) that the employee's employment, or 1 or more conditions of the employee's employment (including any condition that survives termination of the employment), is or are or was (during employment that has since been terminated) affected to the employee's disadvantage by some unjustifiable action by the employer; or
  - (c) that the employee has been discriminated against in the employee's employment; or
  - (d) that the employee has been sexually harassed in the employee's employment; or
  - (da) that the employee has been treated adversely in the employee's employment on the ground that the employee is, or is suspected or assumed or believed to be, a person affected by family violence; or
  - (e) that the employee has been racially harassed in the employee's employment; or
  - (f) that the employee has been subject to duress in the employee's employment in relation to membership or non-membership of a union or employees organisation; or
  - (g) that the employee's employer has failed to comply with a requirement of Part 6A; or
  - (h) that the employee has been disadvantaged by the employee's employment agreement not being in accordance with section 67C, 67D, 67G, or 67H; or
  - (i) that the employee's employer has contravened section 67F or 67G(3); or
  - (j) that the employee's employer has, in relation to the employee,-
    - (i) engaged in adverse conduct for a prohibited health and safety reason; or
    - (ii) contravened section 92 of the Health and Safety at Work Act 2015 (which prohibits coercion or inducement); or
  - (ja) That the employee's employer has, in relation to the employee, engaged in adverse conduct for a remuneration disclosure reason; or
  - (k) that the employer has retaliated, or threatened to retaliate, against the employee in breach of section 21 of the Protected Disclosures (Protection of Whistleblowers) Act 2022 (because the employee intends to make or has made a protected disclosure).
2. For the purposes of this Part, a representative, in relation to an employer and in relation to an alleged personal grievance, means a person-
  - (a) who is employed by that employer; and
  - (b) who either-
    - (i) has authority over the employee alleging the grievance; or
    - (ii) is in a position of authority over other employees in the workplace of the employee alleging the grievance.

3. In subsection (1)(b), unjustifiable action by the employer does not include an action deriving solely from the interpretation, application, or operation, or disputed interpretation, application, or operation, of any provision of any employment agreement.
4. For the purposes of sections 103B, 115A, and 123A, the provisions of this Act that describe, define terms relating to, and provide for the application of the grounds for a personal grievance under subsection (1) apply with all necessary modifications as if-
  - (a) references to the employer were references to the controlling third party; and
  - (b) references to the employee's employment included work the employee has performed under the control or direction of a controlling third party.

### **103A Test of Justification**

1. For the purposes of section 103(1)(a) and (b), the question of whether a dismissal or an action was justifiable must be determined, on an objective basis, by applying the test in subsection (2).
2. The test is whether the employer's actions, and how the employer acted, were what a fair and reasonable employer could have done in all the circumstances at the time the dismissal or action occurred.
3. In applying the test in subsection (2), the Authority or the court must consider-
  - (a) whether, having regard to the resources available to the employer, the employer sufficiently investigated the allegations against the employee before dismissing or taking action against the employee; and
  - (b) whether the employer raised the concerns that the employer had with the employee before dismissing or taking action against the employee; and
  - (c) whether the employer gave the employee a reasonable opportunity to respond to the employer's concerns before dismissing or taking action against the employee; and
  - (d) whether the employer genuinely considered the employee's explanation (if any) in relation to the allegations against the employee before dismissing or taking action against the employee.
  - (e) whether the employer was obstructed by the employee from taking-
    - (i) an action specified in any of paragraphs (a) to (d);
    - (ii) an action that relates to any other factor that the Authority or the court considers in accordance with subsection (4).
4. In addition to the factors described in subsection (3), the Authority or the court may consider any other factors it thinks appropriate.
5. The Authority or the court must not determine a dismissal or an action to be unjustifiable under this section solely because of defects in the process followed by the employer if the defects did not result in the employee being treated unfairly.

### **103B Joining controlling third party to personal grievance**

1. This section applies if-
  - (a) an employee has-
    - (i) raised a personal grievance in accordance with section 114; and

- (ii) applied to the Authority to resolve a personal grievance with the employee's employer; and
  - (b) the personal grievance relates to an action that is alleged to have occurred while the employee was working under the control or direction of a controlling third party.
2. The employee or the employer, or both, may apply to the Authority or the court to join the controlling third party to the proceedings to resolve the personal grievance.
  3. The Authority or the court must grant the application to join a controlling third party if the Authority or the court is satisfied-
    - (a) that the requirement to notify the controlling third party in accordance with section 115A has been complied with; and
    - (b) that an arguable case has been made out-
      - (i) that the party to be joined to the proceedings is a controlling third party; and
      - (ii) that the party's actions caused or contributed to the personal grievance.
  4. The Authority or the court may, at any stage of the proceedings, of its own motion join a controlling third party to the proceedings by order.
  5. If the Authority or the court joins the controlling third party to the proceedings, the Authority or the court must consider whether to direct the employer, the employee, and the controlling third party to use mediation services to seek to resolve the personal grievance.

#### **104 Discrimination**

1. For the purposes of section 103(1) (c), an employee is discriminated against in that employee's employment if the employee's employer or a representative of that employer, by reason directly or indirectly of any of the prohibited grounds of discrimination specified in section 105, or the employee's union membership status or involvement in union activities in terms of section 107,-
  - (a) refuses or omits to offer or afford to that employee the same terms of employment, conditions of work, fringe benefits, or opportunities for training, promotion, and transfer as are made available for other employees of the same or substantially similar qualifications, experience, or skills employed in the same or substantially similar circumstances; or
  - (b) dismisses that employee or subjects that employee to any detriment, in circumstances in which other employees employed by that employer on work of that description are not or would not be dismissed or subjected to such detriment; or
  - (c) retires that employee, or requires or causes that employee to retire or resign.
2. For the purposes of this section, detriment includes anything that has a detrimental effect on the employee's employment, job performance, or job satisfaction.
3. This section is subject to the exceptions set out in section 106.

#### **105 Prohibited Grounds of Discrimination for Purposes of Section 104**

1. The prohibited grounds of discrimination referred to in section 104 are the prohibited grounds of discrimination set out in section 21(1) of the Human Rights Act 1993, namely-

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

2. The items listed in subsection (1) have the meanings (if any) given to them by section 21(1) of the Human Rights Act 1993.

## **106 Exceptions in Relation to Discrimination**

1. Section 104 must be read subject to the following provisions of the Human Rights Act 1993 dealing with exceptions in relation to employment matters:

- (a) section 24 (which provides for an exception in relation to crews of ships and aircraft);
- (b) section 25 (which provides for an exception in relation to work involving national security);
- (c) section 26 (which provides for an exception in relation to work performed outside New Zealand);
- (d) section 27 (which provides for exceptions in relation to authenticity and privacy);
- (e) section 28 (which provides for exceptions for purposes of religion);
- (f) section 29 (which provides for exceptions in relation to disability);
- (g) section 30 (which provides for exceptions in relation to age);
- (h) section 31 (which provides for an exception in relation to employment of a political nature);
- (i) section 32 (which provides for an exception in relation to family status);
- (j) [Repealed]
- (k) section 34 (which relates to regular forces and Police);
- (l) section 35 (which provides a general qualification on exceptions);
- (m) section 70 (which relates to superannuation schemes).

2. For the purposes of subsection (1), sections 24 to 35 of the Human Rights Act 1993 must be read as if they referred to section 104 of this Act, rather than to section 22 of that Act. In particular,-

- (a) references in sections 24 to 29, 31 and 32 of that Act to section 22 of that Act must be read as if they were references to section 104(1); and
- (b) references in section 30 or section 34 of that Act-
  - (i) to section 22(1)(a) or 22(1)(b) of that Act must be read as if they were references to section 104(1)(a); and
  - (ii) to section 22(1)(c) of that Act must be read as if they were references to section 104(1)(b); and
  - (iii) to section 22(1)(d) of that Act must be read as if they were references to section 104(1)(c).

3. Nothing in section 104 includes as discrimination-
  - (a) anything done or omitted for any of the reasons set out in paragraph (a) or paragraph (b) of section 73(1) of the Human Rights Act 1993 (which relate to measures to ensure equality); or
  - (b) preferential treatment granted by reason of any of the reasons set out in paragraph (a) or paragraph (b) of section 74 of the Human Rights Act 1993 (which relate to pregnancy, childbirth, or family responsibilities); or
  - (c) retiring an employee or requiring or causing an employee to retire at a particular age that has effect by virtue of section 149(2) of the Human Rights Act 1993 (which is a savings provision in relation to retirement ages specified in certain employment contracts).
4. Despite section 104, an employee is not discriminated against in that employee's employment simply because the employee's employment agreement or terms and conditions of employment are different from those of another employee employed by the same employer by reason of the employee being a member of a union.
5. Section 104 must be read subject to section 9(3).

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

1. For the purposes of section 104, involvement in union activities means that, within the 18 months before the action complained of, the employee-
  - (a) was an officer of a union or part of a union, or was a member of the committee of management of a union or part of a union, or was otherwise an official or representative of a union or part of a union; or
  - (b) had acted as a negotiator or representative of employees in collective bargaining; or
  - (ba) had participated in a strike lawfully; or
  - (c) was involved in the formation or the proposed formation of a union; or
  - (d) had made or caused to be made a claim for some benefit of an employment agreement either for that employee or any other employee, or had supported any such claim, whether by giving evidence or otherwise; or
  - (e) had submitted another personal grievance to that employee's employer; or
  - (f) had been allocated, had applied to take, or had taken any employment relations education leave under this Act; or
  - (g) was a delegate of other employees in dealing with the employer on matters relating to the employment of those employees.
2. For the purposes of section 104, union membership status means that, within the 18 months before the action complained of, the employee
  - (a) was a member of a union; or
  - (b) intended to join a union.

[2. Repealed]

**108 Sexual Harassment**

1. For the purposes of sections 103(1)(d) and 123(d), an employee is sexually harassed in that employee's employment if that employee's employer or a representative of that employer-

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

**108A Adverse treatment in employment of people affected by family violence**

1. For the purposes of sections 103(1)(da) and 123(1)(d), an employee is treated adversely in the employee's employment on the ground that the employee is, or is suspected or assumed or believed to be, a person affected by family violence if, on the ground that the employee is, or is suspected or assumed or believed to be, a person affected by family violence (as that term is defined in section 69ABA), that employee's employer or a representative of that employer-
- (a) dismisses that employee, in circumstances in which other employees employed by that employer on work of that description are not or would not be dismissed; or
  - (b) refuses or omits to offer or afford to that employee the same terms of employment, conditions of work, fringe benefits, or opportunities for training, promotion, and transfer as are made available for other employees of the same or substantially the same qualifications, experience, or skills employed in the same or substantially similar circumstances; or
  - (c) subjects that employee to any detriment, in circumstances in which other employees employed by that employer on work of that description are not or would not be subjected to such detriment; or
  - (d) retires that employee, or requires or causes that employee to retire or resign.
2. Subsection (1) applies regardless of how long ago the family violence occurred or is suspected or assumed or believed to have occurred, and even if the family violence occurred or is suspected or assumed or believed to have occurred before the person became an employee.

## **109 Racial Harassment**

1. For the purposes of sections 103(1)(e) and 123(d), an employee is racially harassed in the employee's employment if the employee's employer or a representative of that employer uses language (whether written or spoken), or visual material, or physical behaviour that directly or indirectly-
  - (a) expresses hostility against, or brings into contempt or ridicule, the employee on the ground of the race, colour, or ethnic or national origins of the employee; and
  - (b) is hurtful or offensive to the employee (whether or not that is conveyed to the employer or representative); and
  - (c) has, either by its nature or through repetition, a detrimental effect on the employee's employment, job performance, or job satisfaction.

## **110 Duress**

1. For the purposes of section 103(1)(f), an employee is subject to duress in that employee's employment in relation to membership or non-membership of a union or employees organisation if that employee's employer or a representative of that employer directly or indirectly-
  - (a) makes membership of a union or employees organisation or of a particular union or employees organisation a condition to be fulfilled if that employee wishes to retain that employee's employment; or
  - (b) makes non-membership of a union or employees organisation or of a particular union or employees organisation a condition to be fulfilled if that employee wishes to retain that employee's employment; or
  - (c) exerts undue influence on that employee, or offers, or threatens to withhold or does withhold, any incentive or advantage to or from that employee, or threatens to or does impose any disadvantage on that employee, with intent to induce that employee-
    - (i) to become or remain a member of a union or employees organisation or a particular union or employees organisation; or
    - (ii) to cease to be a member of a union or employees organisation or a particular union or employees organisation; or
    - (iii) not to become a member of a union or employees organisation or a particular union or employees organisation; or
    - (iv) in the case of an employee who is authorised to act on behalf of employees, not to act on their behalf or to cease to act on their behalf; or
    - (v) on account of the fact that the employee is, or, as the case may be, is not, a member of a union or employees organisation or of a particular union or employees organisation, to resign from or leave any employment; or
    - (vi) to participate in the formation of a union or employees organisation; or
    - (vii) not to participate in the formation of a union or employees organisation.
2. In this section and in section 103(1)(f), employees organisation means any group, society, association, or other collection of employees other than a union, however described and whether incorporated or not, that exists in whole or in part to further the employment interests of the employees belonging to it.

## APPENDIX B – TERMS OF SETTLEMENT

Set out below is the offer for the settlement for a renewed Kindergarten Teachers, Head Teachers and Senior Teachers' Collective Agreement (2026 - 2028) (KTCA) and is to be read in conjunction with the marked up collective agreement.

This offer is made by the Secretary for Education to NZEI Te Riu Roa on 20 May 2026. 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, and the new collective agreement signed, by 5pm 29 June 2026.

The terms outlined in this document will be published by the Ministry of Education on 4 June 2026.

### 1. Term of Agreement

The offer for settlement is to amend clause 1.4 for a term effective from 29 June 2026 to 28 December 2028.

### 2. Increases for Teachers

The parties note that the variation to the 2023-2026 KTCA provided a 2.5% increase to the Base Salary Scale for Teachers as set out in the table below.

The offer for settlement is to increase the Base Salary Scale for Teachers as set out in the table below and in clause 3.1.1 (a) by:

- 2.0% on steps 1 – 8 on 28 January 2027; and
- 2.1% on steps 9 and 10 on 28 January 2027.

#### K1 - Base Salary Scale for Teachers

Step	Qualification Groups	Rates effective 2 April 2026	Rates effective 28 January 2027
1	P3E	\$62,862	\$64,119
2	P3+E	\$65,685	\$66,999
3	P4E	\$68,251	\$69,616
4	P5E	\$72,548	\$73,999
5		\$77,224	\$78,768
6		\$82,230	\$83,874
7		\$88,276	\$90,042
8		\$93,234	\$95,099
9	P3M	\$100,368	\$102,475
10	P3+M, P4M, P5M	\$105,686	\$107,886

### 3. Unified Base Salary Scale

The offer for settlement is to renew the unified base salary scale mechanism set out in clause 3.2.5 for the term of the agreement i.e. from 29 June 2026 to 28 December 2028.

### 4. Increases for Head Teachers and Senior Teachers

The parties note that the variation to the 2023-2026 KTCA provided a 2.5% increase to Head and Senior Teacher rates as set out in the table below.

The offer for settlement is to increase the salary rates as set out in the table below and in clause 3.1.1 (b) for Head Teachers (noting that the Relieving Head Teacher salary rate is set at \$2,000 per annum less than the Head Teacher salary rate) and in clause 8.3.2 for Senior Teachers by:

- An additional flat rate increase of \$3,000 per annum from 29 June 2026
- 2.1% increase to rates effective 28 January 2027
- An additional flat rate increase of \$1,000 per annum from 29 June 2027

#### K2 Head Teachers

K2 Head Teacher	Rates effective 2 April 2026	Rates effective 29 June 2026	Rates effective 28 January 2027	Rates effective 29 June 2027
	\$110,356	\$113,356	\$115,736	\$116,736

K2R Relieving Head Teacher	Rates effective 2 April 2026	Rates effective 29 June 2026	Rates effective 28 January 2027	Rates effective 29 June 2027
	\$108,356	\$111,356	\$113,736	\$114,736

#### K3 Senior Teachers

K3 Senior Teacher	Rates effective 2 April 2026	Rates effective 29 June 2026	Rates effective 28 January 2027	Rates effective 29 June 2027
	\$116,148	\$119,148	\$121,650	\$122,650

#### K4 Senior Teachers

K4 Senior Teacher	Rates effective 2 April 2026	Rates effective 29 June 2026	Rates effective 28 January 2027	Rates effective 29 June 2027
	\$125,638	\$128,638	\$131,340	\$132,340

### 5. Increase the motor vehicle reimbursement rate

The offer for settlement is to increase reimbursement incurred when using a private motor vehicle from the current 58 cents for teachers and 62 cents for senior teachers to 83 cents per kilometre as set out in clauses 5.1.1 and 8.7.2. This increase will align the rate to other education sector agreements.

### 6. Paid Sabbatical Leave

The offer for settlement is to amend the paid sabbatical leave under clause 4.9 to include provision requiring head teachers to present their learnings in a professional setting agreed with their employer as set out below:

4.9.4 *Head Teachers will present examples of how they have integrated the learnings, outcomes and/or growth from the sabbatical leave into their practice within six months of completing a sabbatical, in a forum agreed with their employer.*

The offer for settlement also requires the Ministry, NZEI Te Riu Roa and Kindergarten Association employer representatives to review the process and criteria, and update as required before the publication of the guidance for the 2028 round of applications.

## **7. Relievers**

The offer for settlement is to remove the limit on service of relieving teachers recognised for salary purposes in clause 3.3.3 (d) and to include provisions if a short-term relief engagement is altered or cancelled in clause 2.2.7.

## **8. Cultural Leadership allowances**

The offer for settlement is to increase the number of allowances by 6 in 2027 and 6 in 2028 which the parties intend to be allocated to Associations with more than 100 kindergartens, and to update the provisions of the allowance in clause 3.12.2 to affirm the allowance will be paid at the substantive rate for full and part-time teachers; will usually be allocated permanently and may be split between two teachers.

## **9. Disregarded Sick Leave**

The offer for settlement is to amend clause 4.3.13 to clearly define the circumstances when disregarded sick leave will not apply, which would be where:

- i. payment has been made by the Accident Rehabilitation and Compensation Insurance Corporation in relation to the injury
- ii. events giving rise to a complaint/personal grievance raised against the employer has contributed to the sickness or injury, and/or
- iii. the teacher being subject to a disciplinary or competency process has contributed to the sickness.

## **10. Union Rights**

The offer for settlement is to update clause 2.15 to reference the entitlements for worksite delegates set out in the Employment Relations Act 2000.

## **11. Consultation Process**

The offer for settlement is to update the consultation processes in clauses 2.7 to 2.12 to improve their readability and flow.

The parties agree that during the term of this Agreement they will meet up to three times to discuss any impacts of the amended provisions for the consultation process.

## **12. Technical and Readability**

The offer for settlement is for the following technical changes which are intended to provide clarification and improve readability.

Clauses	Reason for change
Throughout the agreement	Change “employee” for “teacher”
Throughout the agreement	Change “shall” to “will”

Clauses	Reason for change
1.1.1	Correct legislation reference
1.6.1(j) and 1.6.1(k)	Add source reference to applicable regulations
2.2	Reorder and update clause wording
2.2.6	Delete clause
2.5.7	Clause wording updated
2.7	Reorder and update clause wording
2.20	Delete clause as agreed in last settlement
3.1.1 Note	Delete note as agreed in last settlement
3.3.4(c)	Update references/titles
3.7.5(f)	Change “him/her’ to them
3.9.4	Add “consecutive” to working days
3.12.1 and 4.9.1	Clause wording updated to remove “from the start of 2024”
4.2 (g) and 8.5.5	Clause wording updated
4.4	Reorder and update clause wording
4.5.1 and 4.5.2	Updated wording for readability
4.7.1	Replace with wording that the employer will provide reasons if a request is declined
6.4.1(b)	Clause wording updated
Part 7 and Appendix A	Update to match legislation

### 13. Related Matters

A tracked change version of the KTCA with all the changes set out in this offer is provided separately.

The parties note that if this offer for settlement is ratified, Kindergarten Associations will notify the Union of the payment date for the increase to the new salary rates for Head and Senior Teachers once the new funding rates and the timing of funding payments are confirmed by the Ministry of Education.

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

Signed in Wellington on 20 May 2026 by:

Jen Natoli  
Advocate for NZEI Te Riu Roa

Tanya Duncan  
Advocate for the Secretary for Education

Witnessed:

Sherryll Wilson  
for Kindergartens Aotearoa

Jill Bond  
for New Zealand Kindergartens Inc