

**Terms of Settlement – Kindergarten Teachers, Head Teachers and Senior Teachers’
Collective Agreement
Dated 12 July 2019**

This document sets out the agreed components of the settlement of the Kindergarten Teachers’, Head Teachers and Senior Teachers’ Collective Agreement 2019-2022 (KTCA). This agreement has been settled between the Secretary for Education and the New Zealand Educational Institute Te Riu Roa (NZEI Te Riu Roa) and shall be subject to ratification by NZEI Te Riu Roa members pursuant to section 51 of the Employment Relations Act 2000.

1. Term

The term will be 36 months from the date of settlement (12 July 2019 to 11 July 2022), provided ratification is confirmed and the new collective agreement is signed no later than 3pm 26 August 2019. If not, the term will be 36 months from the date of ratification.

2. Remuneration (clause 3.1)

• **Increases to the base salary scale**

The parties agree that the increases to base salary for teachers who, on the date of settlement, are NZEI Te Riu Roa members employed under the terms and conditions of this Agreement will take effect from 12 July 2019, 12 July 2020 and 12 July 2021 respectively. The effective dates of these increases are subject to confirmation of ratification and the signing of the new collective agreement by 3pm 26 August 2019.

In the event that ratification is not confirmed and the new collective is not signed by 3pm 26 August 2019, the increases to base scale salary rates below will take effect from the date of ratification, 12 months from the date of ratification and 24 months from the date of ratification respectively.

Below is the table outlining the changes to the base salary scale, including changes to qualification maxima:

Unified Base Salary Scale for Trained Teachers									
Step	Qualification Group Notations	Rates effective 2 May 2017	Step	Qualification Group Notations	Rates effective 12 July 2019	Step	Qualification Group Notations	Rates effective 12 July 2020	Rates effective 12 July 2021
1	P1E	\$36,692	1	P1E, P2E, P3E	\$48,410	1	P1E, P2E, P3E	\$49,862	\$51,358
2	P2E	\$39,513							
3		\$43,745							
4	P3E	\$47,980	2		\$50,470	2		\$51,984	\$53,544
5	P3+E	\$49,588	3	P3+E	\$52,736	3	P3+E	\$54,318	\$55,948
6	P4E	\$51,508	4	P4E	\$54,796	4	P4E	\$56,440	\$58,133
7	P5E	\$54,330	5	P5E	\$58,247	5	P5E	\$59,994	\$61,794
8	P1M	\$59,621	6	P1M	\$62,000	6		\$63,860	\$65,776
9	P2M	\$63,929	7	P2M	\$66,100	7		\$68,000	\$70,040
10		\$68,446	8		\$71,000	8		\$73,000	\$75,190
11	P3M	\$71,891	9	P3M	\$75,200	9		\$77,100	\$79,413
12	P3+M, P4M, P5M	\$75,949	10	P3+M, P4M, P5M	\$80,500	10	P1M, P2M, P3M	\$83,000	\$85,490
						11	P3+M, P4M, P5M	\$87,000	\$90,000

• **Qualification Maxima for P3+ P4 and P5**

The parties also agree that from 12 July 2020 a new step will be added to the base scale, increasing the P3+, P4 and P5 maximum steps one step accordingly from step 10 to step 11.

Teachers, who as at 12 July 2020 have been on their qualification maximum step (P3+, P4 or P5) for at least 12 months will receive a salary increment of one step on that date.

- **Qualification Maxima for P1, P2 and P3**

The parties also agree that from 12 July 2020 the P1 maximum step will move from step 6 to step 10, the P2 maximum step will move from step 7 to step 10 and P3 maximum step move from step 9 to step 10. Thereby from 12 July 2020 the qualification maxima for P1, P2 and P3 will be step 10.

Teachers, who as at 12 July 2020 have been on their qualification maximum step for at least 12 months will receive a salary increment of one step on that date. This date will become the teacher's anniversary date for pay progression purposes and a teacher will be entitled to progress to the next step as per clause 3.6, and subject to their applicable qualification maximum step provided in clause 3.1.

- **Head Teachers and Senior Teachers**

The parties agree that the increases to base salary for teachers who, on the date of settlement, are NZEI Te Riu Roa members employed under the terms and conditions of this Agreement will take effect from 12 July 2019, 12 July 2020 and 12 July 2021 respectively. The effective dates of these increases are subject to confirmation of ratification and the signing of the new collective agreement by 3pm 26 August 2019.

In the event that ratification is not confirmed and the new collective is not signed by 3pm 26 August 2019, the increases to base scale salary rates below will take effect from the date of ratification, 12 months from the date of ratification and 24 months from the date of ratification respectively.

The parties agree that increases to the K2 head teacher rate will be reflect increases to the base salary scale of 2.5% effective from 12 July 2019 plus 3% effective from 12 July 2019, a further 3% from 12 July 2020, and a further 3% from 12 July 2021 plus \$4,000 effective from 12 July 2020 and \$4,510 effective from 12 July 2021 in recognition of the additional step (step 11) of the UBSS.

The parties agree that increases to the K3 and K4 senior teacher rates will be reflect increases to the base salary scale of 2.5% effective from 12 July 2019 plus 3% effective from 12 July 2019, a further 3% from 12 July 2020, and a further 3% from 12 July 2021.

The rates on the above will be as follows:

	Current	12 July 2019	12 July 2020	12 July 2021
K2	\$78,269	\$82,632	\$89,111	\$92,175
K3	\$88,681	\$93,625	\$96,434	\$99,327
K4	\$96,219	\$101,583	\$104,631	\$107,770

The parties agree to incorporate the head teacher allowance into the K2 rate, provided this does not affect entitlement to the allowance [see wording attached at Annex 1].

- **Transitional arrangements**

Transitional arrangements and consequential changes to the KTCA needed to incorporate the changes to the base salary scale have been agreed by the parties [see wording attached at Annex 1].

3. Unified Base Salary Scale (clause 3.2)

The parties agree to replace clause 3.2 Unified Pay Scale with a new clause 3.2 Unified Base Salary Scale from 12 July 2019 to reflect the movement to a unified base salary scale for trained teachers [see wording attached at Annex 1].

4. Commitment to Te Tiriti o Waitangi (clause 1.9)

The parties agree to introduce a new clause 1.9 that recognises the importance of upholding the principles of the Te Tiriti o Waitangi [see wording attached at Annex 1].

5. Parental Leave (clause 4.5)

The parties agree to amend the Parental Provisions to reflect gender neutral language from 12 July 2019. The intention of the amendment to the Parental Grant payment is that any teacher (regardless of gender) who takes Primary Carer Leave under the Parental Leave and Employment Protection Act 1987 receives the grant [see wording attached in Annex 1].

6. Refreshment and Lunch Breaks

The parties agree to update the wording of clause 2.6 to reflect entitlements to rest breaks during hours of work [See wording attached at Annex 1].

7. Removal of the National Professional Standards (Appendix B)

The parties agree to remove Appendix B National Professional Standards for Kindergarten Teachers, Head Teachers and Senior Teachers from 12 July 2019. Consequential changes to the KTCA have been agreed [See wording attached at Annex 1].

8. Additional payment

The parties agree that all full-time employees who are members of NZEI Te Riu Roa and are covered by the Kindergarten Teachers', Head Teachers' and Senior Teachers' Collective Agreement as at 12 July 2019 are entitled to receive a one-off gross payment of \$1,500. The payment will be pro-rated for part-time teachers based on their full-time teacher equivalent (FTTE) as at 12 July 2019.

Employees who are members of NZEI Te Riu Roa and are covered by the Kindergarten Teachers', Head Teachers' and Senior Teachers' Collective Agreement as at 12 July 2019 and on that day were on approved leave under Part 4 of this collective agreement are entitled, upon application on their return, to receive the one-off gross payment of \$1,500, pro-rated for part-time teachers, on the return to their position providing that they return on or before 28 January 2020.

Short-term relievers, as defined in clause 1.6.1.j., covered by the Kindergarten Teachers', Head Teachers' and Senior Teachers' Collective Agreement as at 3pm on 12 July 2019 shall be entitled to receive the one-off gross payment of \$1,500 pro-rata based both on their employment status and on the proportion of the total number of days for which they have been employed in the 190 days preceding 12 July 2019 that the Kindergarten to which they were predominantly employed was open for instruction.

A teacher may not receive more than \$1,500 gross in total.

The additional payment will be paid to qualifying employees in November 2019.

9. Technical changes

The parties agree to make any technical changes that are mutually agreed prior to the collective agreement going out for ratification.

The parties on signing this document acknowledge, subject to any subsequent agreed editorial and technical changes, that this reflects the agreements reached in the settlement of the *Kindergarten Teachers, Head Teachers and Senior Teachers' Collective Agreement 2019-2022*.

Signed in Wellington on 12 July 2019:

Bella Pardoe
Advocate
for NZEI Te Riu Roa

Meg Johnston
Advocate
for the Secretary for Education

Witnessed by:

Sherryll Wilson
for New Zealand Kindergartens Inc

Calmar Ulberg
for Early Childhood Leadership

Note this annex does not provide complete clauses in all circumstances, but outlines wording changes where they have been made.

1.6 DEFINITIONS

- q. **Professional standards** means the Teaching Council Standards for the Teaching Profession.

1.9 COMMITMENT TO TE TIRITI O WAITANGI

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

2.6 REST AND LUNCH BREAKS

- 1. No child shall be left unattended during rest and lunch breaks.
 - a. Rest breaks
 - i. Each teacher shall be entitled to take rests during their hours of work.
 - ii. Each teacher working more than six hours per day, shall 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 shall ensure there is no less than 45 minutes between child contact sessions, during which time teachers shall 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 shall 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 shall 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 shall be required to work more than five hours without a lunch break.

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

3.1 SALARY SCALES

1. Subject to 3.2, the following salary rates apply:

a. K1 - Base-scale Teachers

Unified Base Salary Scale for Trained Teachers									
Step	Qualification Group Notations	Rates effective 2 May 2017	Step	Qualification Group Notations	Rates effective 12 July 2019	Step	Qualification Group Notations	Rates effective 12 July 2020	Rates effective 12 July 2021
1	P1E	\$36,692	1	P1E, P2E, P3E	\$48,410	1	P1E, P2E, P3E	\$49,862	\$51,358
2	P2E	\$39,513							
3		\$43,745							
4	P3E	\$47,980	2		\$50,470	2		\$51,984	\$53,544
5	P3+E	\$49,588	3	P3+E	\$52,736	3	P3+E	\$54,318	\$55,948
6	P4E	\$51,508	4	P4E	\$54,796	4	P4E	\$56,440	\$58,133
7	P5E	\$54,330	5	P5E	\$58,247	5	P5E	\$59,994	\$61,794
8	P1M	\$59,621	6	P1M	\$62,000	6		\$63,860	\$65,776
9	P2M	\$63,929	7	P2M	\$66,100	7		\$68,000	\$70,040
10		\$68,446	8		\$71,000	8		\$73,000	\$75,190
11	P3M	\$71,891	9	P3M	\$75,200	9		\$77,100	\$79,413
12	P3+M, P4M, P5M	\$75,949	10	P3+M, P4M, P5M	\$80,500	10	P1M, P2M, P3M	\$83,000	\$85,490
						11	P3+M, P4M, P5M	\$87,000	\$90,000

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

b. K2 - Head Teachers

From 12 July 2019 relieving Head Teachers who are 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	Rate effective 2 May 2017	Rate effective 12 July 2019	Rate effective 12 July 2020	Rate effective 12 July 2021
		\$78,269	\$82,632	\$89,111

From 12 July 2019 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.d) shall be entitled to the K2 salary rate as below (pro-rated for part-time Head Teachers).

K2	Rate effective 2 May 2017	Rate effective 12 July 2019	Rate effective 12 July 2020	Rate effective 12 July 2021
		\$78,269	\$84,632	\$91,111

From 12 July 2019 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

- 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.
- 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 Mechanism
 - a) The Secretary for Education shall, 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 shall, 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 shall be deemed to be varied pursuant to clause 1.5 in the terms outlined in the offer as advised by the Secretary for Education.
- 4 The teachers and the Associations will be notified of any changes in the KTCA made pursuant to clause 3.2.3.
- 5 Clause 3.2 shall apply from 12 July 2019 to 11 July 2022. Thereafter this clause will cease to apply and shall have no effect.
- 6 For clarity, reference to teachers in this clause means trained teachers i.e. teachers who hold a current practicing certificate.
- 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 shall 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

2 Qualification Groups

- e. **From 1 July 2019** the Qualification Group Notations for the base salary scale entry points (E) and base scale maximum points (M) for each qualification group defined below:

P1, P2 and 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.

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 honours degree of teaching; 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.

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
- a masters degree of teaching; 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.

3.4 SALARY PROGRESSION

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.

3.8 PAYMENT OF SALARIES

5 Short-term Relievers

- a. Short-term relieving base scale teachers shall 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 shall 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' base scale salary .

3.11 TUTOR TEACHER ALLOWANCE

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.

4.5 PARENTAL PROVISIONS

Note 1: Attention is drawn to the [Parental Leave and Employment Protection Act 1987 \(Act\)](#) (including partner's leave). The provisions of this Act apply to all employees. This includes entitlements for both partners to share the provisions of the Act.

Note 2: The following additional provisions shall also apply:

4.5.1 Parental Leave

- a. Both permanent employees and long term relievers are entitled to parental leave without pay, and protection of employment. An employee who wishes to take parental leave must notify their employer pursuant to Section 31 of the PLEPA.
 - i. An employee with 12 months' or more service shall be entitled to up to 12 months' leave from the date of birth, and may be granted up to 12 months' additional leave at the discretion of the employer.
 - ii. An employee with less than 12 months' service shall be entitled to six months' leave and may be granted up to six months' additional leave at the discretion of the employer.
- b. In the case of adoption, whangai or Home for Life placement of a child under the age of six years, references to "date of birth" in clause 4.5.1(a) are instead to be read as "date of assuming

responsibility for the child". The requirement for notice under 4.5.1.a. above and 4.5.1.c below does not apply, but leave is subject to satisfactory evidence.

- c. Leave may commence at any time during the pregnancy subject to the employee giving the employer one month's notice in writing, supported by a medical certificate. A shorter period of notice shall be accepted on the recommendation of a medical practitioner.
- d. The employee's position shall be held open for the duration of parental leave. If a relieving teacher is employed it will be a condition of the relieving appointment that it will be terminated by the employer concerned within one month from the date that the permanent incumbent is to return to work. Such date to be set in agreement with the employer. Advertised relieving vacancies will be tagged accordingly.

4.5.2 Parental Grant

- a. Where a permanent employee or long term reliever takes primary carer leave under the Act, and subsequently returns to work before or upon the expiry of their parental leave, that employee shall be paid at that time a parental grant as specified in 4.5.2(b). An employer may agree to pay the grant on departure for the leave or prior to return.
- b. The amount of the grant is calculated on the basis of six weeks' full salary at the rate applicable to the employee in their last working week prior to the commencement of their parental leave. However, an employee who works less than full normal hours for a short period only, prior to taking leave, may have their case for full payment considered by the employer. When an employee is absent on leave for less than six weeks (30 working days), the full grant equivalent to six weeks' salary is still payable. The parental grant is not reduced because salary is received.

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](#).

8.8 SALARY SCALES

- 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.
- 2. Subject to 3.2, the following salary rates apply:

a. Scale K3 Senior Teachers

	2 May 2017	12 July 2019	12 July 2020	12 July 2021
K3	\$88,681	\$93,625	\$96,434	\$99,327

b. Scale K4 Senior Teachers

	2 May 2017	12 July 2019	12 July 2020	12 July 2021
K4	\$96,219	\$101,583	\$104,631	\$107,770