
Kindergarten Teachers, Head Teachers and Senior Teachers' Collective Agreement

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Contents

[Part One: General](#)

[Part Two: Terms of Employment](#)

[Part Three: Remuneration](#)

[Part Four: Holidays and Leave Provisions](#)

[Part Five: Reimbursing Allowances](#)

[Part Six: Complaints, Competency and Discipline](#)

[Part Seven: Personal Grievances and Dispute Procedures](#)

[Part Eight: Senior Teachers](#)

[Appendix A: Sections 103-110 of the Employment Relations Act 2000](#)

[Appendix B: Sick Leave](#)

[Appendix C: Terms of Settlement](#)

[Signatories](#)

Collective Agreement

- [Kindergarten Teachers' Collective Agreement 2019-2022 \[PDF, 684 KB\]](#)

Part One: General

Kindergarten Teachers, Head Teachers and Senior Teachers' Collective Agreement

Effective: 12 July 2019 to 11 July 2022

We are making improvements to our Download to Print functionality, so if you want a printed copy of this agreement please download the PDF version of the Kindergarten Teachers, Head Teachers and Senior Teachers' Collective Agreement.

1.1 Parties to the Agreement

The parties to this agreement shall be the Secretary for Education acting under delegation from the State Services Commissioner made pursuant to **section 23 of the State Sector Act 1988**([external link](#)) and acting in accordance with **section 74(5) of the State Sector Act 1988**([external link](#)) (herein known as "the Ministry" or "the Secretary"); and
New Zealand Educational Institute Te Riu Roa (herein known as "the Union" or "NZEI Te Riu Roa").

1.2 Application of the Agreement

This agreement shall be binding on the parties to it and:

Each teacher as defined in the coverage clause (herein known as "the teacher or employee"), who is employed by a Kindergarten Association and who is a member or becomes a member of NZEI Te Riu Roa;

Each Kindergarten Association that controls a free kindergarten within the meaning of **section 120 of the Education Act 1989**([external link](#)) 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

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 120 of the Education Act 1989(external link)**.

New employees of associations bound by this agreement whose work is within the coverage clause of this agreement, shall, in accordance with the **Employment Relations Act 2000(external link)**, 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 the Agreement

This agreement shall come into force on 12 July 2019 and shall expire on 11 July 2022, except as provided for under **section 53 of the Employment Relations Act 2000(external link)**.

1.5 Variations

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 State Services Commissioner made pursuant to **section 23 of the State Sector Act 1988(external link)**, in consultation with the employers bound by the agreement.

1.6 Definitions

In this agreement, unless the context otherwise requires:

Teacher means a trained teacher certificated by the Teaching Council of Aotearoa New Zealand and holding a Diploma of Teaching (Early Childhood Education), the New Zealand Free Kindergarten Union Diploma or another early childhood teaching qualification recognised by the New Zealand Qualifications Authority (NZQA) as being equivalent and who is employed on teaching duties in a recognised free kindergarten.

Teacher shall also mean a trained teacher certificated by the Teaching Council who holds a teaching qualification recognised by the New Zealand Qualifications Authority.

Base Scale Teacher means a teacher who is not a head teacher or a senior teacher.

Head Teacher means a teacher who is not a base scale teacher and who is in charge of a kindergarten, and who is not a senior teacher.

Senior Teacher means a teacher who is employed as a senior teacher to carry out professional support and guidance, administrative and management roles under delegation from their employer. Such delegations shall be determined by the employer in agreement with the employee(s) and in accordance with the employee(s) job description.

Full-time Employee 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.

Part-time Employee 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.

Hours of Work means the total hours required for employees to properly fulfil the duties and responsibilities connected with their employment, inclusive of child-contact time and professional time as per clause 2.5.

Long-term Reliever means a teacher who is a fixed term employee who relieves in a position for which the tenure at the time of appointment is known to be more than six weeks.

Short-term Reliever means a teacher who is a fixed term employee 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.

Kindergarten means a recognised kindergarten and includes mobile kindergartens within the meaning of section 120 of the Education Act 1989.

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.

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.

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.

Professional Time: is time spent undertaking responsibilities other than child contact within a teacher's normal hours of work.

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.

Professional Standards means the Teaching Council Standards for the Teaching Profession.

1.7 Declaration Pursuant to the State Sector Act

Pursuant to **section 75(1) of the State Sector Act 1988**([external link](#)) the Secretary for Education acting pursuant to the delegated authority of the State Services Commissioner has declared that all of the conditions contained in this collective agreement are actual conditions of employment. 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 employee and where such terms are not inconsistent with the terms and conditions of this collective agreement.

1.8 Senior Teachers

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, shall retain these benefits. The parties agree that such arrangements were made between the employer and employee in good faith and may be changed in accordance with association policy.

The following provisions shall 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

Alternative provisions applicable to senior teachers are found in Part 8.

1.9 Commitment to the Te Tiriti o Waitangi

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

Part Two: Terms of Employment

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2.1 Good Employer Practice / Equal Employment Opportunities

Attention is drawn to **s.77A of the State Sector Act 1988**([external link](#)) 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:

Good and safe working conditions;

Equal employment opportunities;

Recognition of the aims and aspirations and employment requirements of Māori people;

Opportunities for the enhancement of the abilities of individual teachers;

Recognition of the aims and aspirations and the cultural differences of ethnic or minority groups;

Recognition of the employment requirements of women; and

Recognition of the employment requirements of persons with disabilities.

2.2 Appointments

Attention is drawn to the **State Sector Act 1988**([external link](#)) insofar as it provides that the employer shall, 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 shall be appointed. Equal employment opportunities principles shall 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.

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:

an allowance; and/or
reimbursement of travel; and/or
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.

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

All part-time and full-time positions shall be permanent unless identified as fixed term positions as outlined below:

A teacher and an employer may agree that the employment of the teacher will end:

at the close of a specified date or period; or
on the occurrence of a specified event; or
at the conclusion of a specified project.

Before a teacher and employer agree that the employment of the teacher will end in a way specified in 2.2.5.a the employer must:

have genuine reasons based on reasonable grounds for specifying that the employment of the teacher is to end in that way; and
advise the teacher of when or how his or her employment will end and the reasons for his or her employment ending in that way.

The following reasons are not genuine reasons for the purpose of 2.2.5.b:

to exclude or limit the rights of the teacher under the **Employment Relations Act 2000**([external link](#));
to establish the suitability of the teacher for permanent employment.

Fixed term teachers other than relievers, as defined under 1.6, are referred to and treated as relievers for the purposes of this Agreement.

Teachers taking up a senior teacher position shall not be entitled to leave of absence from their existing position, unless the employer determines otherwise.

Teachers appointed to another position within an association are not considered to be new teachers.

On appointment to a position, all teachers shall receive a letter of appointment specifying their salary and total hours of work, including maximum contact hours and professional time.

2.3 Job Sharing

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.

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 shall be payable.

Salaries will be paid on a pro-rata basis. Annual increments shall be payable on the same basis as for full-time teachers. Teachers shall 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

Where a teacher's health and safety are shown to be significantly at risk through the course of their duties, the employer shall, in consultation with the appropriate health and safety authorities, take such steps as are necessary to provide protection for the teacher.

The employer shall 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 shall be assessed on an individual basis and pre-exposure immunisation made available as advised by the Ministry of Health.

Employers shall 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**([external link](#)).

2.5 Hours of Work

Employers recognise the importance of managing a life balance.

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.

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.

The hours for which a teacher is employed each week in excess of child-contact time shall be considered professional time.

The hours of work for full-time teachers either in Kindergarten Session, as defined in clause 1.6.l, or Kindergarten Day, as defined in clause 1.6.m, operations are those described below:

KINDERGARTEN TYPE	MAXIMUM CHILD-CONTACT HOURS	MINIMUM PROFESSIONAL TIME*	ADDITIONAL HEAD TEACHER PROFESSIONAL TIME
Session - with a sessional licence	26 hours per week	15 days per annum (or three ordinary working weeks) when the kindergarten is closed for instruction (term breaks)	8 hours per quarter; can accumulate up to 32 hours per calendar year
Session - with an all-day licence	28 hours per week		
Day - open for instruction less than 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 shall be timetabled by the employer	8 hours per quarter; can accumulate up to 32 hours per calendar year
Day - open for instruction more than 32.5 hours per week	Teacher: 35 hours per week	7 days per annum when the kindergarten is open for instruction	Not applicable
	Head Teacher: 30 hours per week		

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

The maximum child-contact hours for part-time teachers shall be less than the hours per week outlined in the table above.

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.

The additional Head Teacher Professional Time, to be used as described in clause 1.6.p., will be taken at a time agreed with the employer when the kindergarten is open for instruction.

Employers will publish, by 30 September the 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.

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.

A teacher shall be paid during times when the kindergarten is closed for instruction (term breaks). This shall 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.

The employer shall 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 shall endeavour to give reasonable notice to the teachers affected.

A teacher may apply to not attend the kindergarten or elsewhere during term breaks when required to do so; the employer shall take the individual needs of the teacher into account when making a decision.

2.6 Rest and Lunch Breaks

No child shall be left unattended during rest and lunch breaks.

Rest breaks

Each teacher shall be entitled to take rests during their hour of work.

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.

Lunch breaks (unpaid)

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.

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.

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.

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\(external link\)](#).

2.7 Consultation

Principles of Change

The parties recognise and agree that the process of change is ongoing and that effective and successful change requires the involvement of teachers. The change may relate to the:

- hours of operation; and/or
- establishment of a new kindergarten; and/or
- closure of a kindergarten; and/or
- weekly child-contact hours; and/or
- identification of hard-to-staff kindergarten(s), as per clause 2.2.3; and/or
- establishment of roles that support professional leadership, as per clause 2.2.4.

There are positive ways in which the process of change can be undertaken to the benefit of all; this includes timely and appropriate consultation. Without limiting the extent of consultation, issues for consideration shall include whether proposed changes:

- promote quality education for children;
- are fair and reasonable for full-time and part-time teachers;
- meet the needs of families, whanau and community; and
- meet the needs of the association; and
- impact on teachers work.

Consultation

Where the decision to consider change is made, the employer will provide teachers with a genuine opportunity to be involved, recognising the right of the employer to plan, manage, organise and finally decide on the operations and management of the association.

The employer will initiate consultation in writing to teachers potentially impacted by the change no less than six weeks prior to the proposed implementation date. A copy will be provided to the NZEI Te Riu Roa National Office.

In the course of the consultation with the teachers the key components the change will impact on will be discussed, including change management support for the individual, team, association and community.

Confirmation of Change

Once the employer has determined the final outcome, the teachers shall be notified in writing of the change to be implemented, including the date of implementation, and relevant details of changes to the organisation of their work.

2.8 Transfers and Surplus Staffing Overview

When it is known that a kindergarten may close or that the number of permanent teachers may be reduced or where the staffing structure within a kindergarten is substantially reconfigured, the teachers shall be given notice in writing.

In the first instance the employer will consider if natural attrition and/or transfer to a suitable alternative position, as outlined below, will achieve the required decrease in positions.

2.9 Provisions for Transfers

During the consultation process or following notification of the change, but prior to implementation of the change and on request from a teacher, the employer may at its sole discretion consider offering to transfer a teacher to a suitable alternative position within the Association.

Notwithstanding clause 2.9.1, an employer may offer to transfer a teacher to a vacancy within the Association which has not been advertised, at any time provided that the teacher has agreed to the transfer and is suitable for the position.

An offer of a transfer to a suitable alternative position in terms of clause 2.10.6 below must be reasonably considered by the employee. In the event that an offer to transfer is accepted, the employer's responsibilities under these provisions shall be fulfilled.

Where the transfer is to another location which necessitates the removal of the teacher's household, the employer shall reimburse actual and reasonable costs arising from the removal of the teacher's family and household under such conditions as the employer may determine.

2.10 Provisions for Redeployment

Where a reduction in permanent positions cannot be met either by attrition or transfer(s), the teachers shall be give at least three months' notice in writing, then redeployment shall be explored in consultation with the union.

The employer and employee may take up to the whole of the notice period under clause 2.10.1 to identify a suitable alternative position as per clause 2.10.6.

The employer will identify any available or impending vacancies for which the teacher(s) may wish to be considered. During the notice period in clause 2.10.1 both the employer and the permanent teacher(s) shall make reasonable efforts to locate a suitable alternative position as described in clause 2.10.6 below, in a free kindergarten (or association in the case of senior teachers).

In the event that an offer of a suitable alternative position is made, the employer's responsibilities under these provisions shall be fulfilled.

The suitable alternative position is one which:

- is in the same location or within reasonable commuting distance;
- has substantially similar terms and conditions of employment; and
- has comparable duties and responsibilities.

The employer and any affected teacher and the union may, with the concurrence of the Secretary for Education, agree in writing to an alternative arrangement to the provisions contained in this clause.

The provisions of this clause shall apply in the event of the contracting out of any work of teachers covered by this Agreement or in the event of the sale or transfer of ownership of all or part of the business.

2.11 Provisions for Severance

Where the options of a suitable alternative position and/or alternative arrangements have been thoroughly explored and no such option is identified within the notice period, the employer shall give the affected teacher(s) one month's notice of the disestablishment of their position.

The employer shall offer each teacher a severance payment based on average gross weekly earnings as follows:

- six weeks' pay for the first 12 months or part year of service as a teacher, head teacher or senior teacher and thereafter two weeks' pay for every year or part year of service to a maximum of 30 weeks.

Teachers shall be entitled to all holiday pay and salary owing.

The employer shall provide reasonable paid leave to attend job interviews, during the notice periods in 2.10.1 and 2.11.1 above.

Where no other suitable position is available in accordance with clause 2.10.6. A permanent teacher who accepts a partial reduction in hours as an alternative to termination of employment is entitled to a partial severance payment based on the proportion of the position reduced.

2.12 Continuity of Employment in Restructuring

For the purpose of this provision:

Restructuring, in relation to a Kindergarten Association's business means:

- 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
- selling or transferring the Kindergarten Association's business (or part of it) to another person.

Restructuring, in relation to a Kindergarten Association's business does not include:

- the termination of a contract or arrangement under which the Kindergarten Association carries out work on behalf of another person or organisation.

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:

- 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 2.12.c.ii below;

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).

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.

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;

the Kindergarten Association will keep the NZEI Te Riu Roa informed regarding negotiations with the new employer in respect of the matters contained in 2.12.c.iii above.

The redeployment and redundancy provisions of this Agreement will apply to an affected teacher who either:

- is not offered employment by the new employer; or
- 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.

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.

For the purposes of this clause employment in an equivalent position means employment in a position that:

- is substantially the same as the teacher's previous position; and
- is in the same general locality; and
- 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
- 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.

2.13 Termination of Employment

In the case of all permanent teachers a minimum of one month's notice of termination of employment shall 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 shall prevent dismissal without notice for serious misconduct.

2.14 Access

In accordance with the **Employment Relations Act 2000**[\(external link\)](#), a representative of the union shall 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.

2.15 Deductions

The employer shall 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.

The union may make alternative subscription arrangements with new members covered by this collective agreement.

Union subscriptions deducted shall 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:

- 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
- That the administration fee/commission be charged at the time deductions are made.

2.16 Union Meetings

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 shall occur, as far as practicable, during these sessions.

The union shall give the employer at least 14 days' notice of the date and time of any meeting to which 2.16.1 applies.

The union shall 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.

Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any union member for a period greater than two hours in respect of any meeting.

Only union members who actually attend a union meeting shall be entitled to pay in respect of that meeting and to that end the union shall supply the employer with a list of members who attended and shall advise of the time the meeting finished.

2.17 Union Rights

The employer shall make available notice board space in an agreed place for the display of NZEI Te Riu Roa notices.

Employment relations education leave of up to 5 days per year shall 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	55
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

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.

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 2.17.2.b. is not provided.

Where the Union allocates employment relations education leave to an eligible teacher, the Union shall provide the employer with a copy of the notice to the teacher advising:

- that the union has allocated leave to the teacher;
- the number of days leave (up to a maximum of five days per year) allocated to the individual teacher;
- that the teacher must take the leave by the end of the year in which it is allocated; and
- the terms or effects of sections 78 and 79 of the **Employment Relations Act 2000**([external link](#)).

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:

- that they propose to take the leave;
- the dates on which they propose to take the leave; and
- the employment relations education that the teacher proposes to undertake during that leave.

The employer may refuse to allow a teacher to take the leave where the notice requirements in 2.17.2.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.

The employer acknowledges 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.

2.18 Retirement Savings Scheme

Teachers are eligible to join a KiwiSaver scheme in accordance with the terms of those schemes.

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) shall continue in accordance with the terms of those schemes.

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.

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.

2.19 Equal Opportunities and Pay and Employment Equity Provisions

The employers are committed to promoting, developing and monitoring equal employment opportunities and programmes in free kindergartens as defined by **section 120 of the Education Act 1989**([external link](#)).

Part Three: Remuneration

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3.1 Salary Scales

Subject to 3.2, the following salary rates apply:

K1 - Base-scale Teachers

Unified Base Salary Scale for Trained Teachers

STEP	QUALIFICATION GROUP NOTATIONS	RATES FROM 2 MARCH 2017	STEP	QUALIFICATION GROUP NOTATIONS	RATES FROM 12 JULY 2019	STEP	QUALIFICATION GROUP NOTATIONS	RATES FROM 12 JULY 2020	RATES FROM 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	1						
3		\$43,745	1						
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.

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).

	Rate effective 2 May 2017	Rate effective 12 July 2019	Rate effective 12 July 2020	Rate effective 12 July 2021
K2R	\$78,269	\$82,632	\$89,111	\$92,175

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).

	Rate effective 2 May 2017	Rate effective 12 July 2019	Rate effective 12 July 2020	Rate effective 12 July 2021
K2	\$78,269	\$84,632	\$91,111	\$94,175

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

The purpose of this clause is to maintain a Unified Base Salary Scale for all teachers in the state and state integrated education sector.

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.

Mechanism

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. 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.

The teachers and the Associations will be notified of any changes in the KTCA made pursuant to clause 3.2.3.

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.

For clarity, reference to teachers in this clause means trained teachers i.e. teachers who hold a current practicing certificate.

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

Salary on Appointment

On appointment, a teacher shall be paid on the appropriate salary scale and step having regard to:

- the applicable qualification group classification as per clause 3.3.2 and
- any service recognised for salary purposes as per 3.3.3 and
- any previous relevant work experience as per 3.3.4.

On reappointment, a teacher shall be paid on the appropriate salary scale and step having regard of any:

- kindergarten teaching service and salary credits that has previously recognised by a kindergarten association, and
- the qualification group classification at the time of reappointment, and
- 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.

A teacher who has completed training and has no service recognised for salary purposes shall be paid a salary during the first year of service at the first step of the relevant qualification grouping.

A base scale teacher who, on appointment holds a qualification classified as P4 or P5 (as denoted in 3.3.2 below) shall commence at step six or step seven respectively of the teachers' base salary scale.

Qualification Groups

An employee placed on the salary scale shall be certificated and hold a teaching qualification.

Employees are assessed on the highest qualification held.

New Zealand qualifications that are registered on the National Qualifications Framework shall be recognised for salary purposes.

Overseas qualifications are assessed by the New Zealand Qualifications Authority to the nearest New Zealand equivalent qualifications.

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.

Service Recognition

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) shall be recognised for salary purposes.

Service within New Zealand as a Head or Senior Teacher in a kindergarten shall be recognised for salary purposes.

Service as a qualified certificated teacher employed in a teaching position within a New Zealand state or state integrated school (including Kaupapa Māori education) shall be recognised for salary purposes.

Service of qualified certificated relieving teachers employed continuously for six weeks or more in a New Zealand licensed early childhood centre or a state or state integrated school (including Kaupapa Māori) shall be recognised for salary purposes.

Note: No teacher covered by this agreement on 5 February 2006 shall have their service recalculated as a result of the operation of this clause.

Previous Relevant Work Experience

In addition to service recognised under 3.3.3, the employer shall recognise previous 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.

Any previous relevant paid work experience recognised under this clause shall be credited as half-service up to a maximum of two steps. Half credit shall 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.

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 DSW or Board of Trustees;

Professional officer of NZEI Te Riu Roa/PPTA/TTANZ;

Librarian;

Museum, Art Gallery, Zoo education officers;

Untrained employees in teaching positions in licensed early childhood education centres including kindergartens and nga kōhanga reo; and

Family day care co-ordinators in licensed home based early childhood education services.

Application shall be made by the teacher as soon as practicable following appointment, but in any event within three months of their appointment.

The teacher shall, 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.

Previous relevant paid work experience in a less than full-time position shall 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.

No teacher covered by this agreement on 2 July 2002 shall have their service prior to this date recalculated as a result of the operation of this clause.

Where a teacher who has previous relevant paid work experience recognised by one association commences work at another association, that teacher shall be entitled to retain that service credit unless subclause 4.h below applies.

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 shall advise the teacher, prior to the letter of offer.

3.4 Appointment to a Lower Salary Scale

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

3.5 Improved Qualifications

Teachers who improve their qualification(s) shall, 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 shall be placed on the applicable entry step. The effective date of improvement of qualification(s) to a higher group in this situation is:

- where qualifications are improved at the end of the academic year – the commencing date of the first term of the following year; or
- where qualifications are improved during an academic year – the date of official results.

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) shall 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 shall become their new anniversary date for salary progression purposes.

Teachers shall 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

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.

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.

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

Where a teacher has not met the appropriate professional standards throughout the assessment period the employer may defer salary progression.

Where progression has been deferred, the employer shall determine a timeframe (in consultation with the teacher) within which the teacher shall have the opportunity to demonstrate the improved performance required to meet the appropriate standards.

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.

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.

Local review process

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.

A reviewer shall 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 shall determine who the reviewer will be.

The reviewer will give the teacher and the employer fair opportunity to make representations.

The reviewer shall make recommendations to the employer within 30 days of receiving the teacher's application for review.

The employer shall make a final decision within 14 days of receiving the recommendation.

Where requested, the teacher shall have access to the information about him/herself provided to the employer by the reviewer.

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

Method of Payment

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

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

The fortnightly rate payable shall be equivalent to the annual salary divided by 26.071.

The daily rate payable shall be equivalent to 1/10 of the fortnightly rate.

Calculation of Part-time Employees' Salary

A part-time employee's salary shall 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.h.

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 employee shall be eligible to progress to the next step of the relevant salary scale.

Long-term Relievers

Long-term relieving teachers shall be paid according to the applicable salary scale and qualification group.

Short-term Relievers

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 (the top step of the P1 scale).

Assistance towards payment of travelling expenses may be granted at the employer's discretion.

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 shall, from the point at which employment exceeds this threshold, become a long-term reliever and shall receive the terms and conditions applicable to long-term relievers. No recalculation or recovery of entitlements (including pay) shall occur because of such a change in status.

Relievers

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 shall have that service recognised for salary purposes on appointment to a permanent position on the higher scale.

A teacher who is employed in a relieving capacity in a position for which the salary scale is higher than Scale K1 shall be paid the rate which would be payable to the teacher if permanently appointed to that position, subject to the following conditions:

- 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;
- 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

Where an employee has been granted leave without pay by the employer, the employer shall either:

Deduct the leave without pay from the employee's current pay period, or where it is not practicable to do so, the employer shall deduct the leave without pay from the employee's next pay period; or

Deduct the leave without pay from the employee's subsequent pay periods in such a manner as may be agreed between the parties.

Nothing in this clause shall 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 employee is not caused undue hardship as a result of any such recovery.

Leave without pay will be debited on the basis of working days of absence.

Leave without pay in excess of five working days shall reduce the period of paid teaching service accordingly for salary purposes.

3.10 Recovery of Overpayments

It is the responsibility of both the employer and the employee to ensure that payments are correct.

Where an overpayment does occur, the recovery of the overpayment shall be in a manner agreed between the employer and the employee concerned or, where the overpayment arose as a result of a previous period of employment, between the former employer and the employee concerned.

Nothing in this clause shall prevent the employer from pursuing any other remedies available in law to recover overpayments. The employer should, however, endeavour to ensure that the employee is not caused undue hardship as a result of any such recovery.

3.11 Tutor Teacher Allowance

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 registration. The responsibilities of the tutor teacher include assisting the provisionally certificated teacher to meet the certification requirements.

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.

A tutor teacher may be responsible for tutoring more than one provisionally certificated teacher concurrently, but shall only receive one payment of the allowance.

Only one teacher may be designated as being responsible for tutoring any provisionally certificated teacher at any one time.

The designation of tutor teacher shall be for no more than one calendar year on each occasion.

Where the provisionally certificated teacher is employed for part of a year, the allowance shall be paid to the tutor teacher for that part of the year only.

Senior teachers are not entitled to the allowance.

The tutor teacher and the provisionally certificated teacher engaged in the advice and guidance programme will receive paid release time.

Part Four: Holidays and Leave Provisions

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4.1 Public Holidays

The following paid holidays shall apply to employees 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 and the provincial anniversary day.

Where an employee is required by their employer to work on a Public Holiday they shall be entitled to be paid in accordance with **s.50 of the Holidays Act 2003**([external link](#)).

4.2 Annual Leave

The overall objective of Part 4 of this agreement as it relates to Annual Holidays, together with 2.5, is to ensure that employees receive a full years' salary for each full year of employment.

In addition to public holidays, employees shall be entitled to six weeks paid annual holidays in respect of each completed year of service.

Employees shall be entitled to one day's paid holiday to be taken between Christmas and New Year in addition to the annual leave entitlement.

Subject to the specific provisions of this agreement, the provisions of the **Holidays Act 2003**([external link](#)) shall apply.

Employees agree to take their annual leave in advance of the entitlement falling due, except where there is agreement between the employer and employee to do otherwise.

Employees shall take annual leave when the kindergarten is closed for instruction except where there is agreement between the employer and employee to do otherwise. Any annual leave unable to be taken when the kindergarten is closed for instruction shall be taken by agreement.

Subject to the above: where agreement between the employer and employee cannot be reached, the employer may direct the employee to take annual holidays upon not less than 14 days notice; the employer shall not unreasonably withhold consent to an employee's request to take annual holidays.

Employees who are absent on leave without pay in excess of five working days in any 12 months preceding their annual leave anniversary date shall have deducted from the following period of annual leave, one half day's pay for every four day's leave without pay. Where the employee's annual leave has been exhausted, one half day's pay shall be deducted from their term break leave entitlement (see 2.5) for every four day's leave without pay. Provided that no deductions will be made for any days where employees are required to attend the kindergarten or elsewhere during a term break.

For the purposes of calculating the entitlement to annual leave, 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:

in the case of a resignation, the termination date of the employee shall be the date that the employee nominates as being the last date that the employee will be available to attend the kindergarten or elsewhere to carry out duties and responsibilities connected with that employee's employment

in the case of termination by the employer, the termination date of the employee shall be the date specified by the employer in the notice of termination in accordance with 2.12.

Where an employee ceases employment before taking any annual leave, the employer shall pay to such employee a sum equivalent to 12 percent of their gross earnings for the period when no annual leave was taken.

Where an employee's employment terminates on the last working day before a public holiday, the employee shall be entitled to be paid for the public holiday concerned.

Where an employee ceases employment before taking the proportion of their full entitlement of annual leave for the period that they were employed, the employer shall pay to such employees upon termination, the balance of the proportion of annual leave outstanding at the date of termination.

Where an employee ceases employment and has received an annual leave payment in excess of their entitlement, the employer shall not pursue any recovery action for that sum.

4.3 Sick Leave

Note: The following provisions are effective from 1 January 2018. The provisions outlined in Appendix C will apply until 31 December 2017.

The following provisions shall be inclusive of and not in addition to the provisions of the Holidays Act 2003.

From 1 January 2018 teachers employed full-time are entitled to nine days sick leave per annum.

From 1 January 2018 teachers employed part-time are entitled to sick leave on a proportionately reduced basis provided the entitlement is not less than five days per annum.

Discontinuous employment with the same employer may be recognised for sick leave purposes.

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.

In exceptional circumstances the employer may grant sick leave with pay in anticipation of a future entitlement, provided that sick leave cannot be anticipated where doing so would mean that the teacher will not have at least five days sick leave entitlement available when their next entitlement falls due.

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.

Short term relievers shall be entitled to the provisions of the Holidays Act 2003.

Full-time teachers will have sick leave debited on the basis the working days absent i.e. Monday to Friday.

Part-time teachers will have sick leave debited only for absence on the days normally worked.

When sick leave of five days or more is taken, a medical certificate from a registered medical or dental practitioner must be produced at the teacher's expense if the employer so requires.

Where the employer considers it warranted, the employer may require a teacher to produce a medical certificate or other evidence satisfactory to the employer when less than five days' sick leave is taken.

Domestic Leave

The employer shall grant sick leave in accordance with this 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. Such leave shall be debited against the teacher's sick leave entitlement.

For the avoidance of doubt, the teacher's family / whanau shall include 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.

Change of Employer

Where a teacher commences employment with another Association, or where a teacher comes from employment with the Early Childhood Service of Te Aho o Te Kura Pounamu, the teacher shall be entitled to transfer up to a maximum of 106 days accumulated sick leave. An employer may agree to transfer accumulated sick leave in excess of this maxima at its discretion.

Disregarded Sick Leave

Sick leave not exceeding an overall aggregate of two years may 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, and where payment has not been made by the Accident Rehabilitation and Compensation Insurance Corporation. Leave granted under this sub-clause will not be debited from the employee's sick leave entitlement.

4.4 Bereavement / Tangihanga Leave

An employee shall 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).

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:

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

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

4.5 Parental Provisions

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

Note 2: The following additional provisions shall also apply:

Parental Leave

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.

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.

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.

In the case of adoption, whāngai 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.

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.

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.

Parental Grant

Where a permanent employee or long term reliever takes primary carer leave under the PLEPA, 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.

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.

4.6 Court Leave

An employee shall be entitled to paid leave for court service, provided that the employer shall be entitled to receive payment of any juror or witness fee from the employee.

4.7 Special Purpose Leave

The employer may grant leave with or without pay to a permanent full-time, permanent part-time or long-term relieving employee in accordance with the employer's leave policy. Such leave shall not be unreasonably withheld. In granting such leave, the employer may make provision for any necessary travelling time.

Policy on special leave for family reasons shall recognise the following definition of family: The employee's spouse / partner, children, parents, or near relatives, which shall include grandparents, parents-in-law, sons-in-law and daughters-in-law, grandchildren, kaumatua, kuia, mokopuna, whāngai / foster child and matua whāngai / 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

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

Part Five: Reimbursing Allowances

Kindergarten Teachers, Head Teachers and Senior Teachers' Collective Agreement
Effective: 12 July 2019 to 11 July 2022

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5.1 Expenses Incurred in the use of Private Vehicles

As determined by the employer, reimbursement of the equivalent public transport fare or a motor vehicle allowance of 58 cents per kilometre shall be paid to employees in the following circumstances:

the necessary transportation of a child due to sickness, accident or when left at the kindergarten after a session;

attendance at meetings or on association business as required by the employer.

5.2 Meal Allowance

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

5.3 Relieving Allowance

An employee required to perform relieving duty which necessitates absence from home overnight shall be paid actual and reasonable expenses on submission of the appropriate receipts or vouchers.

5.4 Higher Duties Allowance

A permanent employee who relieves in a position on a higher salary scale shall be paid an allowance at the rate representing the difference between the employee's current salary and the rate which would be payable to the employee if permanently appointed to that position. This is subject to the employee 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.

Where an employer requires the period of higher duties to span a term break, the higher duties allowance shall continue to be paid during that term break.

5.5 Secondment Allowance

A permanent employee who is seconded to relieve in a position elsewhere shall be paid for the period concerned an allowance at the rate of \$2,500 per annum on such terms as the employer may prescribe.

Where a permanent employee is seconded to relieve in a position which is on a higher salary scale, the employee shall be paid a higher duties allowance or the secondment allowance whichever is the greater.

5.6 Expenses Incurred in the Attendance at Courses

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

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

travel costs are set out in 5.1 of this agreement;

employees will "car pool" where practicable; and

where the employer arranges a course and employees choose to attend the course in a different location and/or at a higher cost, employees shall receive those expenses that would have been incurred in attending the course arranged by the employer.

Part Six: Complaints, Competency and Discipline

Kindergarten Teachers, Head Teachers and Senior Teachers' Collective Agreement

Effective: 12 July 2019 to 11 July 2022

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6.1 General Principles

The following principles shall 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 whānau, family, professional and/or NZEI Te Riu Roa support in relation to such matters.

6.2 Ngā Kōrero Me Ngā Tikanga

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.

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;

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

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 tahari mai tētahi taha ki ēnei ki te waahi ono, me tuhituhi hei whakamārama ki tērā atu taha.

6.2 Discussions in a Māori Context

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.

A Māori context and manner relates to the following:

meetings can be held on marae;

there is face to face engagement;

there can be whanau support for all involved; and

guidance and advice is often provided by kaumatua and kuia for all involved.

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

This is a discretionary option and either party may withdraw at any time, and nothing in this section prevents the employer or the employee deciding at any time that any or all of the procedures in 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

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 shall 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.

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

The teacher must be advised in writing of:

the specific matter(s) causing concern;

the corrective action(s) required to address the matter(s);

the timeframe within which this action(s) must be undertaken and the competency matter(s) addressed; and

their right to seek representation at any stage.

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).

The process and results of any evaluation are to be recorded in writing, sighted and signed by the teacher.

A copy of any written report made to the employer or to the Education Council of Aotearoa New Zealand made by the person or persons undertaking the evaluation shall be given to the teacher.

No action shall be taken on a report until the teacher has had a reasonable time to comment (in writing or orally or both).

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

In any disciplinary action the following procedures shall be observed:

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

The teacher must be advised in writing of the specific problem and be given a reasonable opportunity to provide an explanation;

Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by the employer;

The response of the teacher must be considered before a decision is made;

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

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

If an allegation is deemed sufficiently serious a teacher may be either suspended with or without pay, or transferred temporarily to other duties.

The employer shall 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 employee warrants it, immediate suspension may occur.

The employer shall 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.

If the allegation that led to suspension is without substance the teacher shall be reinstated effective from the date of suspension.

6.6 Instant Dismissal

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

Part Seven: Personal Grievances and Dispute Procedures

Kindergarten Teachers, Head Teachers and Senior Teachers' Collective Agreement

Effective: 12 July 2019 to 11 July 2022

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Personal grievances and disputes shall 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 employee 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 employee and employer should first make a reasonable effort to discuss the problem and settle it by mutual agreement. (If it's a personal grievance, it must first be raised with the employer within 90 days - Personal Grievances are explained further below).

An employee (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.

An employee may have a personal grievance where:

They have been dismissed without good reason, or the dismissal was not carried out properly;

They have been treated unfairly;

Their employment or a condition of their employment has been affected to their disadvantage by an unjustified action of their employer;

They have experienced sexual or racial harassment, or have been discriminated against because of their involvement in a union or other employee organisation, or have suffered duress over membership or non-membership of a union or other employee organisation; or

They have been discriminated against in terms of the prohibited grounds of discrimination under the **Human Rights Act 1993**([external link](#)).

Note: 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 Department of Labour 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, the Ministry of business, Innovation and Employment provides:

An Information Service

This is free. It is available by contacting the Ministry of Business, Innovation and Employment (MBIE) or by phoning toll free 0800 20-90-20. The Employment Relations Service internet address is www.employment.govt.nz and can be contacted by e-mail at 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 an employee can refer an unresolved employment relationship problem to the Authority by filing the appropriate forms.

The Authority may call evidence, hold investigative meetings, or interview anyone involved. It can direct the parties to try mediation. If mediation is unsuitable or has not resolved the problem, the Authority will make a decision that is binding on all parties. Any party can contest the Authority's decision through the Employment Court.

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

[Appendix A reproduces s103-110 of the Employment Relations Act 2000\(external link\).](#)

Part Eight: Senior Teachers

Kindergarten Teachers, Head Teachers and Senior Teachers' Collective Agreement
Effective: 12 July 2019 to 11 July 2022

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This part of the agreement shall apply to senior teachers only.

8.1 Hours of Work

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

There may, however, be occasions when employees 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

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

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.

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

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.

Subject to 3.2, the following salary rates apply:

Scale K3 Senior Teachers

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

Scale K4 Senior Teachers

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

8.4 Operation of the Salary Scale

An employee shall be paid a salary on the K3 salary scale, unless the employee is appointed to a position where that employee is responsible for the management of other employees in the senior teacher team in which case that employee shall be paid the K4 salary rate.

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, shall continue to be recognised as K4 for salary purposes.

8.5 Annual Leave

In addition to public holidays, employees shall be entitled, at the end of each year of their employment by an employer, to six weeks' paid annual leave.

Employees shall be entitled to one day's paid holiday to be taken between Christmas and New Year in addition to the annual leave entitlement.

Subject to the specific provisions of this agreement, the provisions of the **Holidays Act 2003**([external link](#)) shall apply.

Senior teachers may take annual leave at any time during the year following prior arrangement with the employer whose consent shall not be unreasonably withheld. The employer shall ensure that the employee is able to take a two-week period on uninterrupted leave annually.

Unused annual leave may accumulate from year to year to a maximum of twenty-five days with the agreement of the employer.

Senior teachers who are absent on leave without pay in excess of five working days in any 12 months preceding their annual leave anniversary date shall have deducted from the following period of annual leave, one half day's pay for every four days' leave without pay.

Where an employee ceases employment before taking any annual leave, the employer shall pay to such employee a sum equivalent to 12 percent of their gross earnings for the period when no annual leave was taken.

Where an employee's employment terminates on the last working day before a public holiday, the employee shall be entitled to be paid for the public holiday concerned.

Where an employee ceases employment before taking the proportion of their full entitlement of annual leave for the period that they were employed, the employer shall pay to such employees upon termination, the balance of the proportion of annual leave outstanding at the date of termination.

8.6 Professional Development

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.

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:

the senior teacher submitting to the employer a proposal identifying the professional development need and the means proposed of addressing it;
the employer's approval not being unreasonably withheld; and
reasonable notice being given of the proposed programme and the timing which should have due regard to the employer's operational requirements.

The employer may reimburse related expenses.

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.

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

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 shall be permitted for undertaking association work only, except as otherwise provided for by virtue of clause 1.8.1.

Reimbursement for expenses incurred in the use of private vehicles

Motor vehicle allowance at a rate of 62c per km for a car and 18c per km for a motor cycle or equivalent public transport fares shall be reimbursed to employees required by the employer to use their own vehicles undertaking association work.

8.8 Accommodation and Meal Allowance

Where the employer requires the employee to undertake duties which necessitate the employee's absence from home overnight, the employer shall reimburse actual and reasonable expenses incurred by the employee on submission of the appropriate receipts or vouchers.

Where an employee's attendance at a meeting prevents the employee returning home for the evening meal, the employer shall reimburse actual and reasonable expenses incurred by the employee in purchasing a meal on submission of the appropriate receipts or vouchers.

Appendix A: Sections 103-110 of the Employment Relations Act 2000

Kindergarten Teachers, Head Teachers and Senior Teachers' Collective Agreement

Effective: 12 July 2019 to 11 July 2022

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103 Personal Grievance

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-

that the employee has been unjustifiably dismissed; or

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

that the employee has been discriminated against in the employee's employment; or

that the employee has been sexually harassed in the employee's employment; or

that the employee has been racially harassed in the employee's employment; or

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

that the employee's employer has failed to comply with a requirement of Part 6A; or

[Repealed]

For the purposes of this Part, a representative, in relation to an employer and in relation to an alleged personal grievance, means a person-
who is employed by that employer; and

who either-

has authority over the employee alleging the grievance; or

is in a position of authority over other employees in the workplace of the employee alleging the grievance.

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.

103A Test of Justification

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 considering whether the employer's actions, and how the employer acted, were what a fair and reasonable employer would have done in all the circumstances at the time the dismissal or action occurred.

104 Discrimination

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 by reason directly or indirectly of that employee's refusal to do work under **section 28A of the Health and Safety at Work Act 2015**[\(external link\)](#), or involvement in the activities of a union in terms of section 107,-

- 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
- 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
- retires that employee, or requires or causes that employee to retire or resign.

For the purposes of this section, "detriment" includes anything that has a detrimental effect on the employee's employment, job performance, or job satisfaction.

This section is subject to the exceptions set out in section 106.

105 Prohibited Grounds of Discrimination for Purposes of Section 104

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**[\(external link\)](#), namely-

- sex;
- marital status;
- religious belief;
- ethical belief;
- colour;
- race;
- ethnic or national origins;
- disability;
- age;
- political opinion;
- employment status;
- family status;
- sexual orientation.

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

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

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

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

references in sections 24 to 29, 31, 32, and 33 of that Act to section 22 of that Act must be read as if they were references to section 104(1) of this Act; and

references in section 30 or section 34 of that Act-

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) of this Act; and

to section 22(1)(c) of that Act must be read as if they were references to section 104(1)(b) of this Act; and

to section 22(1)(d) of that Act must be read as if they were references to section 104(1)(c) of this Act.

Nothing in section 104 includes as discrimination-

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(external link)** (which relate to measures to ensure equality); or

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(external link)** (which relate to pregnancy, childbirth, or family responsibilities); or

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(external link)** (which is a savings provision in relation to retirement ages specified in certain employment contracts).

107 Definition of Involvement in Activities of Union for Purposes of Section 104

For the purposes of section 104, "involvement in the activities of a union" means that, within 12 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.

An employee who is representing employees under the **Health and Safety at Work Act 2015(external link)**, whether as a health and safety representative (as the term is defined in that Act) or otherwise, is to be treated as if he or she were a delegate of other employees for the purposes of subsection (1)(g).

108 Sexual Harassment

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-

directly or indirectly makes a request of that employee for sexual intercourse, sexual contact, or other form of sexual activity that contains-
an implied or overt promise of preferential treatment in that employee's employment; or
an implied or overt threat of detrimental treatment in that employee's employment; or
an implied or overt threat about the present or future employment status of that employee; or

by-

the use of language (whether written or spoken) of a sexual nature; or

the use of visual material of a sexual nature; or

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.

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.

109 Racial Harassment

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-

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

is hurtful or offensive to the employee (whether or not that is conveyed to the employer or representative); and

has, either by its nature or through repetition, a detrimental effect on the employee's employment, job performance, or job satisfaction.

110 Duress

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-

- 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
- 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
- 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-
 - to become or remain a member of a union or employees organisation or a particular union or employees organisation; or
 - to cease to be a member of a union or employees organisation or a particular union or employees organisation; or
 - not to become a member of a union or employees organisation or a particular union or employees organisation; or
- 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
- 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
- to participate in the formation of a union or employees organisation; or
- not to participate in the formation of a union or employees organisation.

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: Sick Leave

Kindergarten Teachers, Head Teachers and Senior Teachers' Collective Agreement

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Beginning Teachers, Fully Certificated Teachers and Experienced Teachers

The following provisions shall be effective until 31 December 2017. From 1 January 2018 the sick leave entitlement for kindergarten teachers, head teachers and senior teachers shall be nine days per annum, as outlined in clause 4.3.

Permanent full time, part time and long term relieving employees shall be entitled to paid sick leave in accordance with the provisions specified below. Transitional provisions applying to employees employed as at 17 February 1995 are specified in 4.3.12.

Minimum Entitlement

Except as provided for in 4.3.12, an employee who works for the employer for the period of more than six months shall be entitled to five days' paid sick leave in each ensuing 12 month period on account of illness or injury of the employee.

Additional Entitlement

Except as provided for in 4.3.12, in addition to the minimum entitlement specified in 4.3.2, the following sick leave shall be granted:

PERIOD OF SERVICE	ADDITIONAL DAYS FOR EACH PERIOD
1 day up to 1 year	10
Over 1 year up to 5 years	14
Over 5 years up to 10 years	20

PERIOD OF SERVICE	ADDITIONAL DAYS FOR EACH PERIOD
Over 10 years up to 20 years	15
Over 20 years up to 30 years	20
Over 30 years	27

In exceptional circumstances the employer may grant sick leave with pay in anticipation of future entitlements under 4.3.3.a. provided that no extension may be granted beyond 106 days. Where the employee has anticipated sick leave, the necessary adjustment will be made to the employee's final pay should the employee's employment be terminated before the next sick leave entitlement falls due, unless the employer determines otherwise.

Any sick leave entitlement granted under 4.3.2 and 4.3.3, which is not used can be accumulated for subsequent use up to a maximum of 180 days, except that employees with an accumulated sick leave entitlement in excess of 180 days as at 17 February 1995 shall retain that entitlement.

Any sick leave entitlement shall be debited on the basis of working days of absence.

Part time teachers will have sick leave debited only for days normally worked.

Discontinuous service with the same employer may be recognised for sick leave purposes.

When sick leave of five days or more is taken, a medical certificate from a registered medical or dental practitioner must be produced at the employee's expense if the employer so requires. Where it is considered warranted, the employer may require an employee to produce a medical certificate or other evidence satisfactory to the employer when less than five days' sick leave is taken.

Disregarded Sick Leave

Sick leave not exceeding an overall aggregate of two years may be granted by the employer in circumstances where an illness can be traced directly to the conditions or circumstances under which the employee is working, or where an injury suffered by the employee in the discharge of duties occurred through no fault of the employee, and where payment has not been made by the Accident Rehabilitation and Compensation Insurance Corporation. Leave granted under this sub clause will not be debited from the employee's sick leave entitlement.

Service Recognition

For the purposes of calculating additional entitlement to sick leave, the employer shall recognise service as a teacher in a licensed early childhood centre, as a senior teacher with a kindergarten association, service in a teaching capacity in the Early Childhood Service of Te Aho o Te Kura Pounamu, in a teaching capacity elsewhere in the education service, or as an officer in the state services as defined in the State Sector Act 1988, or in any amendment passed in substitution for that Act.

For the purposes of calculating additional entitlement to sick leave, part time teaching service is assessed on the basis that eighty hours equals one-month's service or 1,000 equals one-year's service. Where part time service consists of 20 or more child contact hours per week it may be credited as full time service.

Notwithstanding the above, employees who were employed as at 19 October 1992 shall continue to have all periods of service previously recognised for sick leave purposes credited for sick leave purposes.

Change of Employer

Where an employee commences employment with another kindergarten association, or where an employee comes from employment with the Early Childhood Service of Te Aho o Te Kura Pounamu, the employee shall be entitled to transfer 50 days accumulated sick leave, plus half of the additional accumulated sick leave between 50 and 100 days up to a maximum of 75 days.

The employee's entry point into the table in 4.3.3 shall be on the basis of their previous recognised service as per 4.3.9.

An employer may agree to transfer accumulated sick leave entitlements in excess of the amount specified in 4.3.10.a.

Domestic Leave

The employer shall grant sick leave in accordance with this clause when the employee is absent from work to attend a member of the employee's family/whanau, who through illness, is dependent upon the employee. Such leave shall be debited against the employee's entitlement under either 4.3.2 or 4.3.3. For the avoidance of doubt, the employee's family / whanau shall include the employee's spouse or partner, a dependent child or dependent parent of the employee or of the employee's spouse or partner or any relative or person who is demonstrated to have a dependency on the employee.

Transitional Provisions

Employees employed as at 19 October 1992 are not entitled to an additional allocation of days under 4.3.3 until they move into the next period of service under that sub-clause. Such employees shall not be entitled to the minimum of five days sick leave specified in 4.3.2 until they are eligible to move into the next entitlement period under 4.3.3 unless they have exhausted their sick leave entitlement. Those employees who exhaust their sick leave entitlement or who transfer with fewer than five days sick leave shall be granted sick leave in accordance with the provisions of the Holidays Act 2003 until they move into their next period of service under 4.3.3.

These provisions shall be inclusive of and not in addition to the provisions of the Holidays Act 2003.

Note: For short term relievers the sick leave provisions of the Holidays Act 2003 shall apply.

Appendix C: Terms of Settlement

Kindergarten Teachers, Head Teachers and Senior Teachers' Collective Agreement

Effective: 12 July 2019 to 11 July 2022

We are making improvements to our Download to Print functionality, so if you want a printed copy of this agreement please download the PDF version of the Kindergarten Teachers, Head Teachers and Senior Teachers' Collective Agreement.

Terms of Settlement

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 MARCH 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	1						
3		\$43,745	1						
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

STEP	QUALIFICATION GROUP NOTATIONS	RATES EFFECTIVE 2 MARCH 2017	STEP	QUALIFICATION GROUP NOTATIONS	RATES EFFECTIVE 12 JULY 2019	STEP	QUALIFICATION GROUP NOTATIONS	RATES EFFECTIVE 12 JULY 2020	RATES EFFECTIVE 12 JULY 2021
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

Ministry of Education.

Witnessed by:

Sherryl Wilson for New Zealand Kindergartens Inc
Calmar Ulberg For Early Childhood Leadership

Signatories

Kindergarten Teachers, Head Teachers and Senior Teachers' Collective Agreement
Effective: 12 July 2019 to 11 July 2022

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Signatories

This Agreement has been signed by the parties in Wellington on 26 August 2019.

New Zealand Educational Institute – NZEI Te Riu Roa
on behalf of the employees by its duly authorised representative
Bella Pardoe
NZEI Te Riu Roa

Secretary for Education
by duly authorised representative
Meg Johnston
for Ministry of Education

Witnessed by:

Jill Bond
for NZ Kindergartens Inc

Calmar Ulberg
for Early Childhood Leadership