

**Ministry of Education,  
NZEI Te Riu Roa and APEX  
Multi-Union Collective Agreement  
for  
FIELD STAFF**

**From**

**13 October 2021 – 27 January 2023**

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## **PART 1 COVERAGE AND SCOPE**

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

The parties to this agreement shall be the Secretary of the Ministry of Education; the New Zealand Educational Institute Te Riu Roa Inc. (NZEI Te Riu Roa); and the Association of Professional and Executive Employees Inc. (APEX).

### **1.2 Coverage**

1.2.1 This agreement will cover Advisers on Deaf Children; Behaviour Support Specialists; Behaviour Support Teachers; Disability Facilitators; Early Intervention Teachers; Education Specialist Trainee; Intern Psychologist; Kaitakawaenga; Occupational Therapists; Physiotherapists; Pou-arahi-a-takiwa/District Māori Advisers; Psychologists; Special Education Advisers; Speech Language Therapists and Regional Technology Co-ordinators who are employed by the Ministry of Education, who is the employer party to this Agreement, and who are, or become members of NZEI Te Riu Roa and will cover Intern Psychologists and Psychologists who are, or become members of, APEX.

1.2.2 The parties agree that new occupations may be added to the coverage of this Agreement.

Where a new permanent and substantive occupational group is to be established by the Ministry to deliver specialist education services in a similar manner to other occupational groups falling within the coverage of this Agreement, the job description, including the required minimum professional and/or academic qualifications and previous relevant experience, will be provided to NZEI Te Riu Roa and APEX for discussion prior to advertising to fill the first position(s). This is to enable reasonable time for discussion and agreement around the appropriateness of coverage by this Agreement.

1.2.3 Where it is agreed under 1.2.2 that an occupational group should be covered, the coverage provisions of this Agreement may be formally varied to include the new occupational group by exchange of letters between the Secretary of the Ministry of Education; the National Secretary of NZEI; and the National Secretary of APEX.

### **1.3 Term of Agreement**

This Agreement shall be effective from 13 October 2021 and it will expire on 27 January 2023.

### **1.4 Definitions**

- (a) NZEI Te Riu Roa, Union or Institute shall mean the New Zealand Educational Institute Te Riu Roa Inc.
- (b) APEX, Union shall mean the the Association of Professional and Executive Employees Inc.
- (c) Employer shall mean the Secretary of the Ministry of Education (the Secretary)
- (d) LS shall mean Learning Support Special Education
- (e) The Ministry shall mean the Ministry of Education

### **1.5 Problem Resolution**

The parties will endeavour to resolve any problems identified with the operation of this Agreement as they arise.

### **1.6 Equal Opportunities & Pay and Employment Equity Provisions**

1.6.1 The Ministry is committed to promoting, developing and monitoring equal employment opportunities and programmes. Attention is drawn to the Equal Employment Opportunities provisions of the State Sector Act 1988. This requires the Secretary to:

- (a) In each year develop and publish an Equal Employment Opportunities Programme;
- (b) Ensure in each year that the Equal Employment Opportunities Programme for that year is complied with throughout the Ministry;
- (c) Include in the annual report of the Ministry:
  - (i) A summary of the Equal Employment Opportunities Programme for the year to which the report relates; and
  - (ii) An account of the extent to which the Ministry was able to meet, during the year to which the report relates, the Equal Employment Opportunities Programme for that year.

1.6.2 An Equal Employment Opportunities Programme means a programme that is aimed at the identification and elimination of all aspects of policies, procedures and other institutional barriers that cause or perpetuate, or tend to cause or perpetuate, inequality in respect to the employment of any persons or group of persons.

1.6.3 The parties agree that remuneration; job choice and job opportunities in the public service, public health and education sectors should not be affected by gender.

1.6.4 The parties will engage over pay and employment equity. The parties will develop a response plan for any inequities found as part of this process.

## 1.7 **NZEI Te Riu Roa / Ministry Relationship**

The parties to this Agreement recognise the value of a relationship in which the Ministry and NZEI Te Riu Roa participate constructively in working to achieve outcomes in a way that best meets the objectives of the parties. This approach has been facilitated by the Relationship Agreement and the Delegates/ Worksite Representatives Protocol.

## 1.8 **Enhancing Collective Capability**

1.8.1 The Ministry will establish a dedicated fund for developing the collective capability of worksite representatives over the term of this agreement. A joint MoE/NZEI Te Riu Roa/APEX decision making body will be established to oversee and approve expenditure of the dedicated fund. Clear expectations will be set as to potential uses for the fund. This may include specific criteria (e.g. worksite representative capability building).

1.8.2 This fund is to provide resources in addition to those outlined in the current Worksite Representatives Protocol. Examples for use of the fund are:

- Attendance at relevant courses (e.g. university or polytechnic courses, leadership training, change management, facilitation, public speaking, basic financial accounting) and associated travel and accommodation costs;
- Time release from the worksite and where appropriate, for workplaces to back-fill for worksite representatives who are undertaking development work or other significant NZEI Te Riu Roa – MoE work.

1.8.3 The fund will be \$20,000 for the duration of the Collective Agreement.

## **PART 2 GENERAL PROVISIONS**

### **2.1 Hours of Work**

2.1.1 An employee shall normally work 37 hours 55 minutes each week Monday to Friday. With approval, hours and/or days of work may be varied to accommodate either work on a part-time basis, flexible working arrangements or to take authorised leave of absence.

#### **2.1.2 Time off in lieu (TOIL)**

Equivalent time off in lieu will apply on the basis of one hour off for one hour worked. All employees are eligible to receive time off in lieu, where they work in excess of their normal hours of work. The additional time worked and the taking of the time off in lieu must be mutually agreed by the manager and the employee. Time spent at conferences and courses outside of working hours would not ordinarily qualify for TOIL unless the employee is required to attend.

### **2.2 Flexible working arrangements**

Under the Employment Relations Act 2000 employees can request a variation of their working arrangements. Employees should, wherever possible, be granted the opportunity of flexible working hours. The Ministry will consider requests from employees who seek to vary their hours of work. The Ministry supports the provision of flexible working arrangements in order to recognise differing personal circumstances and preferences and to accommodate changing life stages. The Ministry is committed to being flexible by default. The Ministry has developed a suite of policies that reflect such commitment. The Ministry will, through Managers, work with staff to create an environment where flexible working arrangements are an accepted part of the Ministry's culture. All staff have the right to request flexible working arrangements. The Ministry will consider all requests as soon as possible and decide within one month. Approval will not be unreasonably withheld. The Ministry will only decline a request where there is a valid reason to do so under Section 69AAF of the Employment Relations Act 2000.

A variety of flexible working arrangements can be discussed including, but not limited to days and hours of work as well as place of work.

Where a request is declined an employee may seek a review of the decision by the decision-makers one-up manager. The review outcome will be provided, wherever possible, within 15 working days.

### **2.3 Morning, Mid-day and Afternoon Tea**

2.3.1 No employee shall be required to work longer than three hours without a paid 10 minute (morning/afternoon) refreshment break or four hours without a meal break.

2.3.2 All employees will receive each day free tea, coffee, milk and sugar (or appropriate alternatives) for morning, mid-day and afternoon breaks. This may be by way of provision of ingredients or reimbursement of the purchase of these ingredients.

2.3.3 Where employees are located in schools and use school ingredients the Manager LS and staff member will agree on an appropriate contribution to the school for tea, coffee, milk and sugar

to be paid by the Ministry to the school as a first option or reimbursed to the staff member at an agreed amount.

## 2.4 **Appointment and Review Criteria**

### 2.4.1 Advertising Positions

All permanent positions must be advertised nationally.

### 2.4.2 Categories of Employment

All positions shall be permanent. However, there is the provision for the employer to appoint a fixed term employee, into an existing permanent position in certain situations.

The following types of employees may be appointed:

- (a) Permanent full-time employees - employees who work full-time hours and have an expectation of ongoing employment;
- (b) Permanent part-time employees - employees who work less than full-time hours and have an expectation of ongoing employment;
- (c) Fixed-term employees - employees may be appointed either full-time or part-time for a fixed term, and whose employment will end either:
  - 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

The employer must have genuine reasons based on reasonable grounds for specifying that the employment of the employee is to end in the way outlined in (c) above. The employer must also advise the employee of when or how his or her employment will end and the reasons for his or her employment ending in that way.

Usually this detail is set out in the letter of appointment.

### 2.4.3 Part-time Employment

- (a) Employees may apply to the Secretary or delegated nominee for approval to work part-time on a permanent basis.

Applications to change hours of work permanently or for a fixed period of time will be made in writing to the line manager. Applications, which should include reasons for the request, will be given due consideration and a decision confirmed in writing to the employee with clear reasons for the decision.

- (b) Part-time and reduced hour employees are entitled to the same conditions of employment as full-time employees provided that:
  - (i) Salaries and allowances will be paid on a pro-rata basis; or
  - (ii) Paid leave, such employees will be paid at the rate that is being paid for the current working week.
- (c) Reimbursing expenses and leave without pay will be granted as for full-time employees in accordance with applicable Ministry policies.

#### 2.4.4 Job Sharing

- (a) Where two people each holding permanent positions at the same level wish to share one job, an employer may designate one of the positions as a shared position and appoint the two applicants without advertising the vacancy. If one of the two joint holders subsequently leaves Learning Support, the other has the right to assume responsibility for the position.
- (b) Any two applicants may jointly apply for appointment to a position which has been designated as job share and they will be assessed as one applicant. If one of the holders of a job share position resigns, the employer may appoint the other holder to the position without advertising the position.
- (c) With respect to (a) and (b) above, where the full responsibilities of the position are not taken up the following options apply:
  - (i) The employer may agree to another suitable person to share the position, however the position would first need to be advertised;
  - (ii) The employee will be confirmed in the relevant proportion of part-time work originally assigned under the shared position without the need to re-advertise the position;
  - (iii) For (b) only and where neither (i) or (ii) is able to be implemented because of the key requirements of the position, the employee will be given the appropriate notice of termination. During this period the employee will be invited to apply for suitable vacancies. Where the employee is unsuccessful in obtaining a position the employee's employment will be terminated.
- (d) Salaries and leave shall be paid on a pro rata basis. Increments shall be payable on the same basis as for full-time employees, i.e. on the anniversary date of the appointment to the job share position.
  - (i) Public holidays - Public holidays are only available where the employee would normally work on the particular day on which the public holiday falls.
  - (ii) Annual and Sick Leave - as for part-time employees.
  - (iii) Other leave would be available on the same basis as permanently appointed full-time employees.

#### 2.4.5 Fixed Term Employees

- (a) Except as outlined below a fixed term employee shall be regarded as permanent for the operation of the terms of this agreement when:
  - (i) The appointment is for more than one year; or
  - (ii) Each period of fixed term service within a single 12 month period adds up to one year's service.
- (b) The provisions for fixed term employees employed for less than a year, will be the same as for permanent employees or as specified in the appropriate clause or section.
- (c) If a fixed term employee is working in place of a permanent employee, the fixed term employee will be advised that the period of employment is dependent on the notification of the date of return of the permanent employee.

- (d) Transfer and travel expenses in taking up the position shall be as for other employees i.e. by negotiation and agreement between the employer and employee or agent including assistance to and/or from the location.
- (e) Expenses incurred in the carrying out of official business shall be as for other employees i.e. reimbursement on an actual and reasonable basis.

#### 2.4.6 Appointment Criteria

- (a) Attention is drawn to the State Sector Act 1988 insofar as it provides that the person best suited to the position shall be appointed. In applying that section the employer will have regard to the experience, qualifications and abilities relevant to the position and such other relevant matters as it determines.
- (b) Employers are required to make available to all applicants on request details of the duties to be carried out and the criteria being adhered to in making that appointment.
- (c) Equal employment opportunities principles shall be applied and demonstrated in appointment procedures.

#### 2.4.7 Review of Appointment

- (a) Employees shall have the right to request a review in relation to any appointment or any aspect of the appointment process (whether or not the employee was an applicant) except for acting appointments.
- (b) The review process is available from the employee's manager, the People Capability Group in National Office or on the Ministry Intranet.
- (c) A review is initiated by lodging an application for a review, in writing, with the Group Manager People Capability within 5 working days of the formal notification of the provisional appointment.

#### 2.4.8 Appointment to positions of Education Specialist Trainee (EST) and Intern Psychologist

- (a) Subject to the requirements of the Employment Relations Act appointment to both the EST and Intern Psychologist positions will be by way of fixed term appointment.
- (b) Following completion of a recognised Psychologist Internship Programme there is no expectation of ongoing employment past the date specified in the letter of appointment and/or employment agreement.

### 2.5 **Disciplinary, complaints and competency procedures**

#### 2.5.1 Complaints

- (a) Where there appear to be concerns, discussion between the complainant, the employer and employee (where appropriate) may resolve matters of concern. Where this is not the case, further action can only be taken if those complaints are set down in writing.
- (b) The employee must be advised of her/his right to request union assistance and/or union representation at any stage.
- (c) Full details of the written complaint including any supporting material should be referred to the employee concerned for reply.

- (d) The employer shall consider the employee's reply before making a decision. Anyone who has a conflict of interest in the matter of concern or investigation shall take no part in any decision making in respect of the matter.
- (e) Every effort shall be made by the employer to reconcile the differences involved and achieve an outcome that is fair to the employee and the complainant.
- (f) Nothing in this clause prevents the employer from initiating disciplinary procedures in terms of clause 2.3.2.

#### 2.5.2 Disciplinary Procedures

In any disciplinary procedures initiated by the employer against an employee the following principles shall be observed:

- (a) The employee must be advised of her/his right to request union assistance and/or union representation at any stage.
- (b) Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by the employer.
- (c) The employee must be advised in writing of the specific nature of the alleged conduct and a reasonable opportunity provided for the employee to respond. Full details including any supporting material about the matter should be referred to the employee concerned for reply.
- (d) If the alleged conduct is sufficiently serious an employee may be either suspended on pay or transferred temporarily to other duties, pending an investigation. In exceptional circumstances an employee may be suspended without pay.
- (e) Depending upon the seriousness of the misconduct, an oral warning should usually precede a written warning.
- (f) The process and results of any disciplinary action are to be recorded in writing the employee advised in writing of the outcome and placed on their personal file.
- (g) The employee must be advised in writing of any corrective action required to amend her/his conduct and given a reasonable opportunity to do so.
- (h) An employee who has been suspended under sub clause (d) above and the allegation is found to be without substance must be entitled to resume the position from which he/she was suspended.
- (i) An employee aggrieved by an action taken by the employer must be advised of her/his right to pursue a grievance in terms of the personal grievance procedures contained in Part 7 of this agreement.
- (j) Nothing in this Clause prevents summary dismissal without notice in the case of serious misconduct.

#### 2.5.3 Competency

Where there are matters of competency which are causing concern, the employer shall put in place appropriate collegial professional and personal guidance to assist the employee in the task to be accomplished. If this assistance does not remedy the matters of competency causing concern the following provisions should govern the action to be taken.

- (a) The employee must be advised of her/his right to request union assistance and/or union representation at any stage.
- (b) The employer must advise the employee in writing of specific matter(s) causing concern and of the corrective action required and the timeframe allowed.
- (c) The process and results of any evaluation are to be recorded in writing, sighted, and a copy given to the employee.
- (d) A copy of any report made by the employer shall be given to the employee.
- (e) No action shall be taken on the report by the employer until the employee has had reasonable time to comment (in writing or orally or both) to the employer.
- (f) The process to be followed will be consistent with and managed in accordance with the Ministry's policies and available on the Ministry's Intranet or from the employee's manager.

## **2.6 Working Conditions**

2.6.1 The Ministry is responsible for providing good and safe working conditions and opportunities for the enhancement of the abilities of individual employees under the State Sector Act 1988 and Health and Safety at Work Act 2015.

- (a) Employees can expect that workloads will be equitable, fair, reasonable and safe. The Ministry acknowledge the importance of appropriate caseloads for Field Staff in the interests of both quality outcomes and staff wellbeing. Both the manager and employee have an obligation to review workloads. Where the employee has concerns regarding workloads, this should be raised with their manager in the first instance for discussion and resolution. Should the matter not be resolved, escalation through a union representative with People Capability support may be appropriate.
- (b) Employees will only be required to work in situations where there is no heightened personal risk and the facilities and equipment are appropriate to the task.
- (c) The parties agree in principle that responsibility for offering pre-exposure immunisation to employees rests with employers who should accept responsibility for safety in the workplace, advised as necessary by the Health officials.
- (d) In situations where employees may be at significantly increased risk of acquiring hepatitis B or similar diseases because of the nature of their job, the situation shall be assessed on an individual basis to decide if immunisation programmes would be set up to cover all employees exposed to such a risk.
- (d) In all situations where there is a risk of infection, it shall be the duty of employers to require safe working practices on the part of employees and to ensure appropriate hygiene measures are followed to reduce such risk to a minimum, whether or not immunisation is considered advisable.

### **2.6.2 Work-life Balance**

The Ministry's objectives are to have workplaces where the work-life balance requirement of employees can be met and employees work in an environment which meets occupational safety and health requirements.

The Ministry; NZEI Te Riu Roa; and APEX will monitor workloads to ensure that regular and/or excessive additional hours of work are not required. To facilitate this, the parties agree to use established forums whereby, representatives will meet with the Ministry to discuss union members' experiences and put forward such matters for the Ministry consideration and resolution.

## **2.7 Personal Files**

Employees shall have access to their personal files in accordance with the Privacy Act 1993. This Act outlines responsibilities for the collection, storage and availability of personal information.

## **2.8 Re-entry after absence due to Childcare**

2.8.1 An employee who resigned from a permanent position to care for pre-school children may apply to re-enter the Ministry under preferential provisions as set out in this clause provided that:

- (a) The absence does not exceed four years from the date of resignation or, five years from the date of cessation of duties to take up parental leave.
- (b) The applicant must:
  - (i) Produce a birth certificate for the pre-school child;
  - (ii) Sign a statutory declaration to the effect that absence has been due to the care of a pre-school child and paid employment has not been entered into for more than 20 hours per week.
- (c) An applicant seeking to return to the Ministry should give at least three months' notice and renew that notice at least one month before the date they wish to return to work or one month before the expiry of the period in (a) whichever is the earlier.

2.8.2 Where the employee meets all the provisions of clause 2.6.1 above, and at the time of application:

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

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

2.8.3 There shall be no right of review against the appointment of an applicant under these provisions unless the applicant is appointed to a position at a higher grade than that held at the time of resigning.

2.8.4 If an applicant under this provision is not appointed to any position within three months after the expiry of the period in clause 2.6.1(a) the benefits of these provisions will lapse.

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

## 2.9 Organisational Change

### 2.9.1 Principles

The parties to this agreement recognise the serious consequences that the loss of employment can have on individual employees and propose to minimise this as far as possible by using the provisions of this agreement to keep as many employees as possible in employment.

NZEI Te Riu Roa and APEX recognises the right of management to plan, manage, organise and finally decide on the operations and policies of the Ministry.

The aim of these provisions will be to reach agreement and make recommendations to management, who will endeavour to take the views into account as far as possible before making final decisions.

Counselling for an affected employee(s) and their families will be made available if necessary.

### 2.9.2 Application

These provisions will apply to all employees who for all intents and purposes have an ongoing expectation of employment. They will not apply to employees engaged as fixed-term employees (as defined in clause 2.2.2 of this agreement) who have reached the expiry of their agreement.

### 2.9.3 Advice and Consultation

NZEI Te Riu Roa and APEX will be advised by the Secretary of any review which is likely to result in significant changes to the organisational structure, staffing or work practices affecting employees. The Secretary will provide NZEI Te Riu Roa and APEX with an opportunity to be involved in the review. Where the decision to make a change or to undertake a review is beyond the control of the Secretary this notification will be made as soon as possible after the decision is announced.

### 2.9.4 Identification of Affected Staff

When, as a result of the review referred to above and at the conclusion of the consultative process, the Secretary requires a reduction in the number of employees, or employees can no longer be employed in their current position, at their current remuneration or work location (i.e. the terms of appointment to their present position are altered), the affected staff will be identified to NZEI Te Riu Roa and APEX, and every attempt will be made to accommodate those staff in accordance with the provisions of this Agreement.

### 2.9.5 Managed Attrition

Attrition means that as people leave their jobs because they retire, resign, transfer, die or are promoted then they may not be replaced. In addition, or alternatively, there may be a partial or complete freeze on recruiting new employees or on promotions.

Within the context of a process of organisational change, the Secretary may operate a policy of managed attrition either within a particular affected work situation or across the wider organisation.

Where the Secretary determines that a freeze is necessary NZEI Te Riu Roa and APEX will be consulted as to how the freeze would apply.

The parties recognise that attrition can have an effect on employees and their ability to meet Ministry objectives. The policy will be regularly reviewed by the Secretary to address

organisational, operational or training issues.

#### 2.9.6 Reconfirmation and Reassignment

The Secretary may, following consultation and agreement with NZEI Te Riu Roa and APEX (which will not be unreasonably withheld), either reconfirm in the same or similar position, or reassign to an alternative position for which they are suitable, those employees affected by a review.

Where reconfirmation or reassignment takes place within the Ministry the provisions in 2.7.7 and 2.7.8 will apply.

#### 2.9.7. Reconfirmed in Position

The parties agree that use of the reconfirmation provisions will be maximised in terms of placements to a suitable position within the Ministry. The following principles will apply:

- (a) Where there is only one employee who is a clear candidate for a position and the criteria below are met, then that employee is to be confirmed in it.
- (b) The criteria for reconfirmation shall be as follows:
  - (i) The new job description is the same (or very nearly the same) as what the employee currently does;
  - (ii) The salary for the new position is the same;
  - (iii) The new position has terms and conditions of employment (including career prospects) agreed with NZEI Te Riu Roa and APEX that are no less favourable;
  - (iv) The location of the new position is the same (NOTE: this need not necessarily mean the same building and/or the same street).

In those situations where there is more than one clear candidate the position will be advertised among those candidates, with appointment made as per normal Ministry appointment procedures;

- (c) Proposed reconfirmations will be advised to all affected employees to enable them to assess whether they meet the criteria. For those employees who meet the criteria and do not wish to be reconfirmed the only option available will be leave without pay.
- (d) Job descriptions (current and proposed) shall be available to those employees who are to be reconfirmed at the time that the reconfirmation list is published.
- (e) NZEI Te Riu Roa and APEX may propose that an employee be reconfirmed where that employee believes their current job is sufficiently similar to a new job.

#### 2.9.8 Reassignment

Following reconfirmation, and where under 2.7.6 above, agreement has been reached between the Secretary, NZEI Te Riu Roa and APEX on reassignment, if there are any vacant positions, then the Secretary, NZEI Te Riu Roa and APEX will meet to assess the skills of all those employees still left without a position, and to reach agreement for appointment to new positions.

- (a) In determining the parameters for reassignment, the Secretary, NZEI Te Riu Roa and APEX will address cases on an individual basis, with a view to placing as many employees as possible by matching individual skills with positions which require similar skills. Interviews may be held to determine the level of skill. This exercise may involve

individuals undertaking some on-the-job training or attending training courses. Such training needs will be identified prior to the individual being reassigned.

- (b) Employees to be reassigned under this process shall be consulted prior to any appointment being made.
- (c) Where a suitable reassignment is offered and this offer is not accepted the employee will not be surplus and the provisions relating to surplus employees will not be available. A suitable position shall mean a position, at a similar responsibility level, in which an employee can adequately perform the duties with their current skills and knowledge and:
  - The offered employment is within a reasonable commuting distance from their home;
  - The salary, and conditions are no less favourable; and
  - The duties and responsibilities are comparable.
- (d) Where a suitable reassignment is offered at a lower salary, an equalisation allowance will be paid to preserve the salary of the employee at the rate paid in the old job at the time of reassignment. In these circumstances, the employee may decline the reassignment offer and retain access to the surplus employee provisions of this agreement.

The salary can be preserved in the following ways:

- A lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
  - An ongoing allowance equivalent to the difference between the present salary and the new salary. (This is abated by any subsequent salary increases.)
- (e) Where the new job is at a location outside the local area, assistance with transfer expenses shall be provided on the basis that the employee should not suffer financial loss in respect of expenses incurred as a result of transfer. In these circumstances, the employee may decline the reassignment offer and retain access to the surplus employee provisions of this agreement.

A decision will be made by the Secretary on the provisions to be applied in each particular case. A package from the range of items below may be selected. (The range of items is not exclusive and the level of compensation for an item may be varied).

#### Items

- (i) Reimbursement of fares and accommodation expenses for the journey to the new location.
- (ii) Assistance with living expenses for up to three months, but on a decreasing basis for employees who move to the new location but whose dependants are still at the former location.
- (iii) Reimbursement of accommodation expenses, initially for up to seven days at the new location, with further assistance on a subsidy basis for up to a maximum of three months before permanent housing is available at the new location.
- (iv) Reimbursement of land agent's commission and legal fees where the employee sells their house and/or buys another house at the new location.

- (v) A variable grant for employees on moving to the new location up to a maximum of the equivalent of one month's salary.
- (vi) A variable grant for employees after a predetermined number of years at a location, with a maximum grant up to the equivalent of three months' salary, provided the grant does not exceed the equivalent of one month's salary for each year of the qualifying period.
- (vii) Reimbursement of additional actual and reasonable child care expenses, including travel costs, for one year.

Where the new job is within the same local area and extra travelling costs are involved, actual additional travelling expenses equivalent to travelling by public transport shall be reimbursed for up to 12 months.

Where the new job is within the same local area and the extra travelling time one-way to the new place of work by public transport is more than 30 minutes, transfer expenses as in 2.7.8(e) apply.

Where employees are to be relocated at least 3 months' notice shall be given to employees, provided that in any situation a lesser period of notice may be mutually agreed between NZEI Te Riu Roa or APEX and the Secretary where the circumstances warrant it for their respective members (and agreement shall not be unreasonably withheld).

#### 2.9.9 Surplus Employees

All affected employees who:

- Are not placed by reconfirmation;
- Who have not been offered a suitable reassignment; or
- Who have declined an offer of reassignment at a different location or at lesser terms and conditions;

are surplus and the following provisions apply:

##### *(a) Notification of Surplus*

The Secretary will notify NZEI Te Riu Roa and APEX and the surplus employees a minimum of one month prior to the date that the surplus is required to be discharged. When circumstances warrant this date may be varied by agreement between the parties.

At that time the following information shall be made available to the National Offices of NZEI Te Riu Roa and APEX with a copy to the appropriate Regional Office:

- (i) The location(s) of the surplus;
- (ii) The total number of surplus employees; and
- (iii) The positions and names of the surplus employees.

NZEI Te Riu Roa and APEX will be supplied with additional information on request.

##### *(b) Details of Conditions and Options*

During this period the Secretary, NZEI Te Riu Roa and APEX will meet to reach agreement on the options which are appropriate to the circumstances and will be available to surplus employees.

The following options may be available:

- Leave Without Pay
- Retraining
- Redeployment/Job Search
- Redundancy Compensation (case by case basis).

How the options may be used, other options which the parties may agree to, and the types and levels of financial assistance, will be negotiated on a case by case basis between the Secretary, NZEI Te Riu Roa and APEX.

*(c) Redeployment*

The Secretary may, following consultation and agreement with NZEI Te Riu Roa and APEX, ask employees to complete a curriculum vitae seeking redeployment within the Ministry, other Public Service departments or other state sector agencies or organisations, including within the education service. The same provisions will apply as for reassignment. Time off on pay may be made available for job seeking. Assistance will be given for the preparation of curriculum vitae.

**2.9.10 Leave Without Pay**

There is provision for special leave without pay within a defined period without automatic right of re-engagement (this excludes parental or sick leave). This may include an opportunity for training.

**2.9.11 Alternative to Severance for Contributors to Superannuation**

As an alternative to the redundancy compensation option, surplus staff who belong to GSF or NPF who are within 10 years of eligibility for National Superannuation and have 10 years total service may have their redundancy compensation paid and may use the payment to make up the actual GSF or NPF annuity payable. Service does not have to be continuous. The use of the payment will be arranged by the employee with the Superannuation Scheme provider, in accordance with the provisions of the superannuation scheme.

This alternative to severance, for contributors to superannuation, may be made available at any time to eligible employees not declared surplus if a surplus employee seeking redeployment replaces them.

**2.9.12 Retraining**

Retraining is an efficient and worthwhile option for dealing with staffing surpluses. To this end the Secretary will, as far as she or he is able:

- (a) Identify particular skill shortages in the Education Service or elsewhere in the state services.
- (b) Assess where there are generally job opportunities in the Public Service and/or in the private sector.

When a staffing surplus is identified the Secretary (and the State Services Commission where appropriate) will consider the skills, training, etc of the employees who are surplus and will determine whether there are retraining opportunities for them for work either in the Public Service or the private sector.

If retraining opportunities are identified specific retraining programmes will be designed.

### 2.9.13 Redundancy Compensation

- (a) Where an employee is not placed in suitable alternative employment prior to the expiry of the notice period, the employee shall be entitled to compensation as follows:
- (i) One month's notice of termination of employment or pay in lieu; and
  - (ii) For those employees appointed prior to or on 22 December 1992, one month's salary for each year of service, up to a maximum payment of six months' salary; or
  - (iii) For those employees appointed after 22 December 1992, 8% of ordinary pay for the preceding twelve months, plus 2% of ordinary pay for the preceding twelve months for each year of service minus one, up to a maximum of the equivalent of three months' salary at that time.
- (b) Redundancy compensation (excluding notice provisions) shall be payable to redundant employees with at least 12 months' current continuous service.

### 2.9.14 Continuity of Employment in Restructuring

- (a) For the purpose of this provision, restructuring, in relation to the Ministry's business:
- (i) Means:
    - Entering into a contract or arrangement under which the Ministry's business (or part of it) is undertaken for the Ministry by another person; or
    - Selling or transferring the Ministry's business (or part of it) to another person; but
  - (ii) To avoid doubt it does not include:
    - The termination of a contract or arrangement under which the Ministry carries out work on behalf of another person or organisation.
- (b) Where it is proposed that the Ministry be restructured and, as a result of that restructuring, the work being performed by any affected employees of the Ministry would be performed by a new employer, then:
- (i) In accordance with the principles outlined in 2.7.1 the Secretary will inform NZEI Te Riu Roa and APEX at the earliest opportunity, and as soon as is practicable will provide NZEI Te Riu Roa and APEX with copies of the information outlined in b(ii) below;
  - (ii) Within a reasonable time prior to the restructuring taking effect the Ministry will notify the new employer of the number of affected employees and, in relation to each affected employee, provide details of:
    - The work currently being performed by those employees; and
    - Details of their terms and conditions of employment (including their total remuneration, length of service and any accrued benefits or entitlements).
  - (iii) The Ministry will arrange to meet with the new employer to negotiate:
    - The number and type of positions in respect of which the affected employees may be offered employment with the new employer;
    - The terms and conditions of employment on which the affected employees may be offered employment on those conditions (including whether the

affected employees 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 employees 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 employees and the mode of acceptance.
- (iv) The Ministry will also endeavour to arrange a meeting between the new employer, NZEI Te Riu Roa and APEX as soon as practicable prior to the restructuring taking place;
- (v) The Secretary will keep NZEI Te Riu Roa and APEX informed regarding negotiations with the new employer in respect of the matters contained in b (iii) above.

The surplus employee provisions (2.7.9 to 2.7.13) of this agreement will apply to an affected employee who either:

- (a) Is not offered employment by the new employer; or
- (b) Chooses not to accept an offer of employment from the new employer, **provided that** any affected employee who declines an offer of employment in an equivalent position with the new employer **shall not be** entitled to redundancy compensation (2.7.13).

An employee who intends to decline an offer of equivalent employment should discuss with the Ministry the alternate options that might be available under the surplus employees' provisions prior to formally making that decision.

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

- (a) Is substantially the same as the employee's previous position; and
- (b) Is in the same general locality; and
- (c) Is on terms and conditions of employment that are no less favourable than those that apply to the employee immediately before the offer of equivalent employment (including any service-related, redundancy and superannuation conditions); and
- (d) Is on terms that treat the period of service with the Ministry (and any other period of service recognised by the Ministry as continuous service) as if it were continuous service with the new employer.

## 2.9 Provision of Transport

Employers shall provide employees who are required to travel to carry out their official duties, with appropriate transport. The term appropriate transport in this clause includes use of public transport, employer provided vehicles, taxis, rental cars, and also payment of equivalent fares or motor vehicle allowance in terms of clause 4.3 of this agreement when it is agreed by the employer and employees that the employees shall use their own vehicles.

## 2.10 Compassionate Grant

2.10.1 A compassionate grant may be paid by employers to a partner, or if there is no partner, to the next of kin or the estate of an employee who dies while employed by the Ministry. Compassionate grants are calculated as a proportion of the annual rate of salary payable to the employee at the time of death as follows:

Length of Service	Proportion of Annual Salary Rate
20 years or more	one-eighth
10 years but less than 20 years	one-twelfth
Under 10 years	no grant payable

2.10.2 The following conditions apply to the payment of the grants:

- (a) No grant is payable if, as a result of death, payments under the accident compensation legislation to an equivalent or greater extent have been made.
- (b) Service must be continuous except that intervals of up to one year may be bridged and service aggregated, but the intervals do not count as. If an interval exceeds one year, the qualifying service commences afresh after the interval.
- (c) Allowable service comprises service in:
  - Specialist Education Services
  - State schools (including kindergartens) in New Zealand
  - New Zealand Government service
  - Teacher training which commenced in 1980 or earlier
  - Active military service
  - Service on the staff of New Zealand universities
  - Service as a teacher on an official government exchange or government sponsored scheme.
- (d) Service not recognised includes:
  - Private school teacher
  - Full-time university study (unless on leave)
  - Overseas teaching service (other than service as a teacher on an official government exchange or sponsored scheme)
  - Teacher training which commenced in 1981 or later.
- (e) For the purpose of calculating the grant, salary means specified annual salary. Temporary allowances are excluded.
- (f) The grant is calculated to the nearest \$1.00.

## 2.11 Continuity of Service

Except as specified elsewhere in this agreement, the Secretary or delegated nominee may recognise service with other departments of the Public Service, DHB (where the work undertaken falls within the coverage clause of this Agreement) and teaching service as continuous service, provided that the employee joined the Ministry within one month of leaving the service of the other organisation.

## 2.12 Preparation Time

Employees may be granted up to 10 working days preparation time per annum at the discretion of the Secretary or delegated nominee on such conditions as he/she may approve (as may be delegated to the Manager Learning Support) but shall usually be taken when schools are closed.

## 2.13 Health and Income Protection Insurance

The Ministry will ensure group health and income protection insurance schemes are available to employees on such conditions as determined by the insurers. Information is available on the intranet. In addition for those employees, who are currently in receipt of an insurance subsidy in line with the 2003 Collective Agreement Terms of Settlement, will continue to receive the subsidy unless they cancel their policy. If a policy is cancelled then the employee must notify the Ministry.

## 2.14 Notice of Termination

One month's notice of termination is required by either party except that:

- This may be varied by mutual agreement; or
- Dismissal of an employee may occur with a lesser period of notice; or
- Without notice in the case of serious misconduct; or
- The provisions of clause 2.7 will apply in restructuring situations.

## 2.15 Flexible Departure Arrangements

As an alternative to the notice requirements clause 2.13 above, flexible arrangements may be agreed to that will lead to the departure of an employee. Flexible departure arrangements are available only to employees appointed before 6 November 2003.

There will be a voluntary written agreement between the manager and employee (or agent) which will include:

- Measures for the transition;
- Review date(s) for the agreement;
- Final departure date.

Once the provisions of the agreement have been met, the following payments shall be made as part of the final pay to the employee:

on completion of 10 years and up to 20 years' service	2 months' salary
on completion of 20 years and up to 30 years' service	4 months' salary
on completion of 30 or more years' service	6 months' salary

All service is calculated on the basis of a calendar year and must be continuous service with a satisfactory work record. Continuous service for this provision means current continuous service in the Ministry and/or the state service or parliamentary service. Other service may be considered at the discretion of the employer. Teaching service and service with teaching leave does not count. Any part-time service will be calculated on a pro-rata basis according to the record of service.

## 2.16 Retirement on Medical Grounds

Where agreement has been reached between the employer and the employee that the employee will leave the Ministry on medical grounds, the employee shall be granted a minimum of two months' salary regardless of the length of service, except that on completion of 20 years or more the additional level of payment will be as set out above.

## **2.17 Death of an Employee**

On the death of an employee and where a departure agreement as per 2.14 or 2.15 exists the Secretary or delegated nominee may approve a cash grant in lieu of the exit provision payment to:

- (i) The surviving partner; or
- (ii) Dependent children; or
- (iii) The estate of the deceased employee.

The grant is payable where the amount of exit payment that would have been due would result in a more favourable payment than the compassionate grant.

## PART 3 REMUNERATION

### 3.1 Salary Scale

#### 3.1.1 All occupational groups

- (a) The maximum step for all occupational groups other than psychologists will be step 12 and the maximum step for psychologists will be step 14.
- (b) Translation  
The following transition will apply from 13 October 2021 for employees currently on steps 1, 2, 3, 4 will transition to the new step 2, other than Speech Language Therapists that have a Masters of Speech Language Therapy will transition to the new step 4. The anniversary date of these employees will not change as a result of this agreement.

Steps	\$ rates ↑ 3% 1 Jan 2020	Steps	\$ rates effective 13 October 2021
1	52,110	1	58,928
2	54,736		
3	57,678		
4	60,620	2	61,870
5	63,666		
6	66,713	3	64,916
7	69,760	4	67,963
8	72,702	5	71,010
9	75,853	6	73,952
10	79,005	7	77,103
11	82,052	8	80,005
12	86,464	9	83,052
13	88,250	10	87,464
14	91,192	11	89,250
15	95,079	12	92,192
16	96,000	13	96,079
		14	97,000

<u>Education Specialist Trainee</u>	<u>\$ rates</u> ↑ 3% 1 January 2020	<u>Intern Psychologist</u>	<u>\$ rates</u> ↑ 3% 1 January 2020	<u>Intern Psychologist/Education Specialist Trainee</u>	<u>\$ rate effect at ratification</u>
Step 1	43,495	Step 1	\$49,378	<b>Step 1</b>	\$50,628
Step 2	46,437				
Step 3	49,378				

3.1.2 Where an individual's current salary is above the maximum rate listed for the individual's occupational group, her/his salary level is protected. No further increases to the core salary will be paid until the difference between the individual's salary and the salary rates in this agreement have abated. Increases that apply generally to this agreement will resume at that time as negotiated.

3.1.3 Skills Progression Pathway Levels

Employees will be able to apply for SPP Level 1 as detailed in Appendix D of this Agreement. This is an interim model while the parties develop and agree a new remuneration model.

**Principles and entry criteria**

The Skills Progression Pathway (SPP) is intended to provide a broad skills development framework which meets the needs of both the Ministry and its employees by providing opportunities for employees to develop and practice advanced skills in their work, engage in complex work and increasingly take on and be recognised for leadership of practice within the Ministry.

Employees that have achieved SPP level will be expected to demonstrate a standard of performance consistent with attainment of this level in future performance reviews.

Objectives for **level one** will be those that:

- have a regional impact;
- develop and improve complex skills for themselves or others;
- are aligned with the relevant goals of their region; and/or
- require the employee to take on local responsibility or leadership in relation to aspects of work within their field.

Objectives for **level two** will be those that:

- have an impact across more than 1 regions and/or some national impact;
- develop and improve advanced and specialist skills for themselves or others;
- are aligned with cross region or regional goals or work programmes; and/or
- require the employee to take on regional responsibility or leadership in relation to complex areas of work within their field, including work across functions of the Ministry within a region

Objectives for **level three** will be those that:

- have a national impact;

- consolidate expert skills for themselves or others demonstrating a mastery of their profession;
- influence organisational direction; and/or
- require the employee to contribute towards National Ministry practice within their field.

SPP can be accessed by employees who have met the following criteria:

- Employees currently on the top step (step 12 for all occupational groups, except for psychologists, which is step 15) will be able to access SPP until 31 Decembers 2019;
- From 1 January 2020 after the implementation of a new top step 16, employees on the new top step (step 13 for all occupational groups, except for psychologists, which will be from step 16) will be able to access SPP;
- Have met their registration and continued professional competency requirements (where required to work in designated roles in the Ministry); and
- Have met their performance review requirements.

### **Process**

1. An employee wishing to enter SPP must develop a progression plan and have it signed off by their Service Manager and Practice Implementation Advisor. Most employees will begin at Level 1. Employees who have shown through their appraisal process they are already working at level one standard can begin at Level 2. Those employees should seek approval from their Service Manager, Practice Implementation Advisor and Manager Learning Support before drafting their Level 2 progression plan.
2. SPP plans at Level 1 and 2 will comprise at least 4 objectives (including the two compulsory domains) from within the practice areas to be completed over a 12 month time period. A progression plan at Level 3 will comprise at least 2 objectives and must include one compulsory domain. Kaitakawaenga will have a compulsory objective in the Advanced Maori responsiveness domain. A part-time employee's SPP plan will usually take longer to complete than a full-time employee's plan. Extensions of time periods may be granted with the manager and/or practice leader's approval.
3. Upon successful completion of the SPP plan approval for salary progression will be the Manager, Learning Support for Levels 1 and 2. The National Director, Learning Support will approve salary progression for Level 3 SPP plan
4. Where a salary progression is approved, the salary increase will be backdated to the day it was submitted.
5. Where salary progression is declined, the employee will be advised promptly of the reasons for this, and allowed the opportunity to resubmit. The employee will have the opportunity to have the decision reviewed by someone senior to the original decision maker.
6. The Ministry will provide a progress report showing SPP levels for the start to the end of the financial year to NZEI Te Riu Roa Te Riu Roa and APEX. The parties will work together

to review the skills progress pathway 12 months after implementation of agreed changes.

**Table One: The Domains**

Skills Progression Framework Domains	Domain themes
<p><b>Your professional skills and learning (Compulsory)</b></p>	<p>This domain encompasses the acquisition, maintenance and utilisation of skills and knowledge that are above those expected in the core competencies of a competent practitioner.</p> <p><b><i>In this domain practitioners:</i></b></p> <ul style="list-style-type: none"> <li>• Acquire and use significant and advanced professional practice skills, qualifications and competencies that contribute to the enhancement of the presence, participation and learning of children and students who have special education needs.</li> <li>• Critically reflect on, review or evaluate practice to raise practice capability. This may include contributions to the evidence base through practice based research, publications or presentations</li> <li>• Acquisition of skills and competencies to better enable achieving the Ministry’s objectives for Maori</li> </ul>
<p><b>Your professional leadership and teaching</b></p>	<p>This domain encompasses the contributions a practitioner makes to supporting and developing excellence in the professional practice of their workplace colleagues and their profession.</p> <p><b><i>In this domain practitioners:</i></b></p> <ul style="list-style-type: none"> <li>• pass on their professional practice and research knowledge and expertise to other practitioners at local, regional, national and international levels through activities such as mentoring, induction, supervision, direct teaching and peer review work</li> <li>• contribute to leadership, maintenance and development of the professional workforce</li> <li>• contribute to leadership on professional matters through representation</li> <li>• significant contributions to professional practice that have particular relevance to Maori</li> </ul>
<p><b>Your work with clients, families, educators and others</b></p>	<p>This domain encompasses the contributions a practitioner makes to direct provision of excellent practice to Special Education’s multiple clients; children and students, family / whanau, educators and schools and the social and health sector agencies.</p> <p><b><i>In this domain practitioners:</i></b></p> <ul style="list-style-type: none"> <li>• Demonstrate excellence in work with the most challenging and complex clients</li> <li>• Remove access barriers by ensuring clients are heard, client perspectives are understood and valued and responsive services are delivered in a manner which meets client needs</li> <li>• Build inclusive communities and or capability within settings where inclusion has not been a priority</li> </ul>

	<ul style="list-style-type: none"> <li>• Make significant contributions to service quality, innovation and/or efficiency and support practice change</li> <li>• Take delegated responsibility for coordination of professional task</li> <li>• Advanced acquisition of skills and competencies which enable them to better work with Maori</li> </ul>
<b>Your cultural responsiveness<sup>1</sup> (Compulsory)</b>	<p>This domain encompasses contributions a practitioner makes to building their own, their team's and their profession's advanced capacity to provide culturally responsive service</p> <p><i><b>In this domain practitioners demonstrate their:</b></i>  acquisition and use of significant and advanced cultural responsiveness skills, qualifications and competencies that contribute to the enhancement of the presence, participation and learning of children and students who have special education needs. support and/or leadership of an area of cultural responsiveness within their own service area/profession that significantly raises the cultural responsive capacity of others</p>
<b>Advanced Maori responsiveness</b>	<i><b>This practice domain advances the competencies of staff in Maori designated roles</b></i>

### SPP Level for staff other than Psychologists

SPP Level	\$ rate Effective 1 Jan 2020	\$ rate Effective 13 October 2021
1	91,192	94,000
2	95,079	96,079
3	96,000 ↓ 114,095	97,000 ↓ 115,095

### SPP Level for Psychologists

SPP Level	\$ rate Effective 1 Jan 2020	\$ rate Effective 13 October 2021
1	98,861	99,861

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- <sup>1</sup> Note that this is culture broadly defined. It includes but is not restricted to ethnicity. Any shared values, beliefs and understanding specific to a significant group is viewed as a culture.

2	98,861 ↓ 104,535	99,861 ↓ 105,535
3	104,535 ↓ 114,095	105,535 ↓ 115,095

### 3.2 Placement on Initial Appointment

An employee shall, upon initial appointment, be placed on a step in the salary scale in accordance with their relevant academic or professional qualification(s) and recognised previous relevant service. The relevance of qualifications and previous service shall be determined in line with the generic position description for the employee's role. These are summarised in Appendix C and may be varied by the Ministry in consultation with NZEI Te Riu Roa and APEX.

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

Relevant Academic or Professional Qualification(s)	Entry Step
A three year (360 credit) Bachelor Degree; A four year (480 credit) Bachelor Degree; or A three-year (360 credit) Bachelor Degree plus a one-year (120 credit) Graduate (level 7) Diploma	1
A Bachelor Degree plus a one-year (120 credit) Post-Graduate (level 8) Diploma	2
A Master's Degree	3
A Master's Degree plus a one-year (120 credit) Post-Graduate (level 8 or higher) Diploma	4

- 3.2.3 Subject to 3.2.5 an employee who, in addition to their relevant academic or professional qualification(s), has recognised previous relevant service shall be credited with a further step in the scale for each completed full-time year of recognized previous relevant service up to step 10. Recognised previous relevant part-time service shall be credited on a pro-rata basis. For the purposes of this provision:

- (a) Recognised previous relevant service shall include service in New Zealand as a trained and registered teacher in a state or state-integrated school or a licensed early childhood centre.
- (b) Recognised previous relevant service will also include other service relevant to the employee's position.
- (c) Less than full credit may be given on appointment for other related, but not directly relevant, experience.

- 3.2.4 Subject to 3.2.5 an employee may be placed on a higher commencing step in the salary scale

than determined under clauses 3.2.1-3.2.3 where the employer considers either or both of the following factors are relevant:

- (a) The ability to recruit, either within the location or generally, the specific skills and/or experience required for the position;
- (b) The requirements of the role are unusual and specific to the position e.g. isolated location, sole representation of the Ministry in the locality, level of work to be undertaken immediately.

3.2.5 Regardless of location, an employee may be placed on any step between the appropriate entry step based on their qualifications and experience and the appropriate maximum step (inclusive) providing this will require the sign-off of the Manager, Learning Support.

3.2.6 Placement on Initial Appointment Education Specialist Trainee and Intern Psychologist

- (a) Education Specialist Trainee and Intern Psychologists will commence on the new step one of the respective salary scale.

### 3.3 **Progression through the Salary Scale**

3.3.1 Employees shall progress to the next available step in the salary scale on the anniversary of their previous increment (or anniversary of appointment for new appointees) subject to their having met their agreed performance expectations, as set through the performance management and development system, at their most recent assessment (and providing that this assessment occurred within the previous 12 months).

#### 3.3.2 **Accelerated Advancement**

The Employer may approve accelerated advancement through steps of the scale.

The parties acknowledge that the standard arrangements in the sector provide for annual step-by-step movement through the applicable 'automatic' progression range in the salary scale.

The parties acknowledge that nothing in the MUCA precludes movement through the salary steps more rapidly than by annual increment, nor is there any restriction on moving more than one step at a time (e.g. if indicated by advanced job content, skill shortage, responsibilities of the position, or the employee's level of performance). Such progression is at the discretion of the Employer, on the advice of People and Capability. An employee shall be able to involve their union representative in any application for accelerated advancement.

3.3.3 By the date each increment is due, employees will be informed by salary advice of their updated salary.

3.3.4 Where progression is to be withheld, the Manager will provide reasons, in writing, to the employee for withholding progression.

#### 3.4 **Review of Decision to Withhold Progression**

Employees shall have access to the following procedures for review of decisions to withhold salary progression where the appropriate requirements for progression have not been met.

- (a) Where possible, requests for reviews of decisions to withhold salary progression are to be dealt with at a local level, i.e. within the LS Region, and in accordance with the review procedures of the appropriate performance management and development system.
- (b) If still not resolved, a salary complaints committee shall be established in the LS region concerned. The committee shall comprise one employer and one union nominee and a chairperson who shall be a district manager from a LS region other than that in which the position is established. The chairperson shall have a casting vote if necessary. The committee will forward its recommendation to the Secretary who shall make the final decision. The Secretary will write to the complainant advising of the reasons for the decision.

### 3.5 **Additional Responsibilities**

3.5.1 Where a LS area requires tasks additional to the core job to be undertaken this will attract additional remuneration.

- (a) Opportunities to undertake additional responsibilities will be advertised internally across the area and will include:
  - (i) The tasks to be undertaken;
  - (ii) Indications of the remuneration available (including any changes to other work requirements);
  - (iii) Tenure.
- (b) The process of internal appointment/selection for tasks additional to the core job will be stated in a transparent area policy and be consistent with National Guidelines on the appointment to additional responsibilities.

3.5.2 An employee appointed to the position of Pou-arahi-a-takiwa/District Māori Adviser shall be paid an allowance of \$2,000 p.a. in addition to their ordinary salary. Where the employee is employed part-time this allowance shall be pro-rated.

### 3.6 **Publication of Remuneration Statistics**

The following statistics will be made available by the Ministry in each financial year.

- (a) A national profile of the remuneration for additional responsibilities paid above the core salary by type of responsibility and by level and type of remuneration; and
- (b) The number of increments paid and the number withheld on a region by region basis.

To protect individual privacy the statistics may be suppressed as necessary.

### 3.7 **Payment of Salaries**

3.7.1 Salaries shall be paid fortnightly by way of direct credit on receipt of the appropriate written authority from the employee. In the event of a direct credit not being able to be actioned, the amount due will be made available to the employee on the normal pay day.

3.7.2 The employer shall provide an employee a written advice of the gross pay and deductions made each time the employee's gross pay or any deduction is altered.

### 3.8 **Regression**

The salary rate for an individual employee within a particular range for the job will not be reduced by reason of the operation of the salary system.

For employees that are on the Skills Progression Pathway Levels 1 – 3, who are unable to maintain demonstrating mastery of advanced skills and undertaking designated responsibility, regression to a lower level, including to the standard salary scale (i.e. step 12 or 14) is an option. Before any form of regression is considered, the employee will have a discussion with their Manager to consider whether a programme of guidance and support will allow the employee to work at the expected level.

### **3.9 Additional Qualifications**

3.9.1 Where an employee gains an additional relevant qualification (as per their job description) and is below the entry step in the salary scale for that qualification or combination of qualifications in 3.2.2 he or she will, from the date of official notification of the awarding of the additional qualification, move to the minimum entry step. This date shall become their new anniversary date for salary progression purposes.

3.9.2 Where an employee gains an additional qualification relevant to their role or a combination of qualifications in clause 3.2.2, they will progress to the next step in the remuneration scale from the date of official notification of the awarding of the additional qualification, unless they have reached the top of their salary band. This date will be the employee's new anniversary date for salary progression purposes.

Where there is uncertainty regarding if the additional qualification is directly related to the employees specialist field the relevant Director of Education (or equivalent role) shall make a decision on the relatedness of the qualification.

### **3.10 Higher Duties Allowance**

3.10.1 Where an employee is required to temporarily undertake the full duties of a position and the previous incumbent was paid a higher salary than her/him, the Manager LS shall approve the payment of a higher duties allowance of 6.5% of the employee's current salary or such greater amount as the Manager LS may approve provided that the amount paid does not exceed the former incumbent's salary.

3.10.2 Where an employee is required to temporarily undertake only some of the duties of the position for which the previous incumbent was paid a higher rate, the amount of the higher duties allowance shall be determined by the Manager LS.

3.10.3 The minimum qualifying period is five consecutive working days actually undertaking the higher duties and responsibilities and this criteria must be met on each occasion that the higher duties are performed.

3.10.4 When an employee is promoted to a position that she/he is presently undertaking the full duties and responsibilities of, and is in receipt of a higher duties allowance, then the appointment to that position may be backdated to the date that the higher duties were taken up.

### **3.11 Te Reo Māori and Tikanga Māori Assessment**

Where a staff member's skill and knowledge of Te Reo Māori and Tikanga Māori have been assessed by the Ministry and a level of attainment set out in Ministry policy has been reached the dollar amounts set out below will be added to the individual's salary. This will be paid in addition to the appropriate step on the salary scale and will form an integral part of the salary particularly for matters such as superannuation and taxation.

Assessment Level	Remuneration Level
Level 1 (A)	\$3,246
Level 2 (B)	\$2,164
Level 3 (C)	\$1,623
Level 4 (D)	\$1,082

### 3.12 **Approved Student Supervision Allowance**

- 3.12.1 A student supervision allowance of \$50.00 per week, or \$10.00 per day for students less than full-time, shall be paid to staff members designated as professional supervisors of students on approved supervision placements with LS.
- 3.12.2 Professional supervisors shall be approved by their Manager LS and accredited by the training institution and be supervising a student or students, who are not Ministry employees, on placement with LS.
- 3.12.3 Professional supervisor allowances will only apply:
- to staff supervising students on programmes that lead to a recognised professional qualification that is sought by LS , and
  - where supervision is a requirement of the programme curriculum approved by the providing institution or professional body, and
  - When the supervisor is professionally responsible for the student on placement.
- 3.12.4 The allowance is only payable for the period that the student is being supervised on placement within LS and is payable once per week or day irrespective of the number of students being supervised.
- 3.12.5 Psychologists supervising intern psychologists (who are Ministry employees) receive the applicable time allowance as set out in the Ministry guidelines. They do not receive the Approved Student Supervision Allowance.

### 3.13 **On call, call back, call out**

#### **On call**

Definition of on call

An employee is on call when they:

- (a) Have agreed to be on call;
- (b) Have been rostered on and/or part of the traumatic incident team;
- (c) Have agreed to carry, keep turned on and answer, a Ministry device and are able to fully undertake duties if required;
- (d) Respond to calls from a manager and undertake allocated duties as directed; and
- (e) Report back to management on tasks undertaken.

As the employee is agreeing to be able to work if required, they must ensure that they are free from impediment and impairment. Failure to comply with these requirements may result in the employees place on the on call roster being reviewed and, following due process, potentially removed from the roster.

Where 'on call' is required, each office will maintain a roster which will be made available to

staff detailing those on call.

An employee who is rostered on call will be paid an allowance of \$140 per week (gross). For rostered periods of less than seven days, the allowance is \$20 (gross) per 24 hours.

### **Call back**

Where an employee who is on call is required to attend work at the request of a manager, after having left work and outside of standard working hours (8am to 5.05pm Monday to Friday), the following will apply:

- (a) An employee called back to work who does not continue working until their standard starting time shall be paid a minimum of 3 hours normal pay except that:
  - (i) Further call backs commencing and finishing within the minimum period covered by an earlier call back shall not be paid for.
  - (ii) Where a call back commences before and continues beyond the end of a minimum period for a previous call back, payment shall be made as if the employee had worked continuously from the beginning of the previous call back to the end of the later call back.

Reasonable paid time off to ensure sufficient rest after a call back will be agreed between the employee and manager. Employees will not be financially disadvantaged because of this requirement and the agreed rest period, where it crosses over with normal working hours, will be considered as time at work.

At the request of the employee time in lieu may be taken instead of a payment. Any time in lieu must be taken as soon as possible after having been accrued.

In addition to the rates specified above, when an employee is required to undertake duty or responds to a standby call on a public holiday the employee will receive an alternative holiday and the applicable hourly rate.

### **Call out**

Where an employee not on call but is contacted by a manager outside of standard working hours and agrees to undertake the Ministry duties asked of them the following will apply:

- (a) A minimum of 3 hours will be paid at 1.5 times the employee's normal hourly pay; and
- (b) Reasonable paid time off to ensure sufficient rest after a call out will be agreed between the employee and manager.

If an employee is not on call and a manager attempts to contact them and request they undertake Ministry duties, there is no obligation for the employee to accept the call or to undertake the work requested.

For both call backs and call outs – where a manager notifies an employee about work to be undertaken during standard working hours but does not require or expect the employee to undertake work or disrupt their personal schedule no payment will be made.

### 3.14 External Supervision

External supervision arrangements may be considered by managers in situations where a staff member has identified specific learning needs and goals that cannot be met internally. Examples of situations where external supervision may be considered are:

- Where there is insufficient capacity or capability within the Ministry at that time;
- When professional bodies stipulate that supervision is provided by a registered member of the same occupational group as the staff member and there is inadequate capacity within the Ministry at that time.

Regular review of the need for external supervision arrangements is required by supervisees and their managers. Providing approval has been obtained in advance from management, external supervision that is necessary will be paid for by the Ministry. Approval will not be unreasonably withheld.

### 3.15 Professional Development

The parties acknowledge continued professional development is beneficial. It is important that all field staff receive professional development and the Ministry supports field staff fairly and reasonably to obtain this. This includes employees in disciplines that have legal requirements to meet prescribed obligations through accessing professional development. To promote Professional Development the Ministry dedicates 2 days Professional Development Leave per annum for each union member. This leave must be applied for and approved by the employee's Manager in advance.

All professional development options including, but not limited to, professional seminars, courses, and conferences require approval from a manager holding the right delegation to be the decision maker. Approval should not be unreasonably withheld and staff acknowledge not all professional development will be approved for various reasons. For example, this could include: An inability to meet service delivery (i.e. due to a late application etc....); budget commitments; or other professional development options are available.

Where employees have had their professional development declined and they are still not satisfied with the response after a discussion with the decision maker, they are entitled to formally complain about the decision and/or seek support from their union. Where parties to this employment agreement disagree, it is important that we address these issues as low a level as possible. Sometimes this means bringing in additional support for the employee and decision maker to find a solution.

Professional development may be requested by individuals or groups of field staff, or suggested to employees directly by managers. Where employees are expected to share their learning with their colleagues, their manager should be clear about this expectation at the approval stage. Employees with approved professional development where travel is involved, should familiarise themselves with the relevant Ministry policies pertaining to this.

Employees may apply for study leave and financial assistance where they wish to engage in further study or other external development opportunities.

## **PART 4 EXPENSES**

### **4.1 Expenses on Official Business**

- 4.1.1 When travelling on official business from the office, worksite or LS region (as appropriate) where the employee is normally based and expenses directly related to carrying out that business are incurred which are not normally incurred, the employee shall be reimbursed the actual and reasonable cost of these expenses. The Secretary or delegated nominee may determine what is reasonable.
- 4.1.2 Actual and reasonable expenses could include accommodation, meals, and transport/travel and incidental items purchased for use during and to assist carrying out the official business. Additionally, dependent care payments may be made where the employee cannot make alternative arrangements for the care of his/her dependents without incurring extra expenses.
- 4.1.3 Receipts or invoices must be provided for all expenses claimed. The Secretary or delegated nominee may approve the reimbursement of expenses without receipt provided that he/she are satisfied that the expenditure was necessary, reasonable and actually incurred.
- 4.1.4 Reimbursement of expenses will also apply when attending an investiture to receive an honour if an overnight stay is unavoidable.

### **4.2 Reimbursement of APCs and Subscriptions to Professional Associations**

- 4.2.1 The Ministry will reimburse staff for their Annual Practicing Certificate and contribute up to an additional \$250 (gst inclusive) annually as a contribution toward professional body membership.
- 4.2.2 Eligible staff are those that require a practicing certificate to perform their role or need to be registered to belong to a professional body.

### **4.3 Expenses Incurred in the use of Private Vehicles**

- 4.3.1 Where the use of a private motor vehicle for official business has been approved, the reimbursement rates will be based on the current level of motor vehicle costs approved by IRD. Employees should structure their work patterns to allow for the use of Ministry fleet vehicles. Should a fleet vehicle not be available managers can, where practicable, approve in advance the use of alternative arrangements such as the use of a hire car or private motor vehicles. As a general principle, the private use of motor vehicles should only be approved after all other options have been considered.
- 4.3.2 When using private motor vehicles on official business, employees will do so in accordance with the Ministry's motor vehicle policy and in a manner consistent with applicable NZ law. No employee is to use a private motor vehicle for Ministry use that does not have a current WOF, up to date registration and at least third party insurance.
- 4.3.3 At the discretion of the cost-centre manager, the Ministry may provide full or partial cover for non-recoverable excess to a maximum of \$1,000 without a reduction or loss of no claims rebate to a maximum of \$500. Any fines or parking violations when using a private motor vehicle will be the responsibility of the employee.

#### **4.4 Eyewear Provision**

4.4.1 Employees who are engaged in using a computer screen shall be entitled to be reimbursed for:

- An eye test
- Frames and lenses required for work purposes up to a maximum of \$500 (GST inclusive)  
or
- Contact lenses up to a total of \$300 (GST inclusive).

Any reimbursement shall be subject to PAYE.

#### **4.5 Transfer and Removal Expenses**

4.5.1 Negotiation and agreement between the employer and employee (or agent) about the exact level of assistance the employer shall pay towards relocation expenses will be completed prior to the confirmation of appointment.

4.5.2 The negotiations should include assistance to and/or from the new location.

## PART 5 HOLIDAYS AND LEAVE

### 5.1 Service Recognition

5.1.1 The Ministry will recognise prior service from 13 May 2003 with other departments of the Public Service as detailed below for the purpose of calculating continuous service for leave entitlements provided the employee claims such prior service within one month of this agreement coming into force (for existing employees) or one month of joining the Ministry (for new employees).

- Parliamentary Service
- Service in the Education Service as defined in the Public Service Act 2020 and any subsequent amendments to it
- Early Childhood Development
- Specialist Education Services
- Education Review Office
- New Zealand Qualifications Authority
- Skill New Zealand (formerly Education Training and Support Agency)
- Careers NZ – Mana Rapuara Aotearoa
- Teaching Council of New Zealand (and its predecessor bodies)
- Learning Media
- Education Board Service

Where an employee worked for a DHB or in the wider Public Service in a role that falls within coverage of this Collective Agreement that service will also be recognised provided the employee applied for this within one year of starting. Existing staff who this change applies to will have three months from the date of ratification to apply for such service to be recognised.

5.1.2 Leave for which continuous service is recognised are long service, sick and parental leave.

5.1.3 For the purposes of this clause (5.1) where redundancy has been paid out for service after 13 May 2003 continuous service will be deemed to be broken.

5.1.4 Continuous service is recognised as a result of the coming into effect of the public service common leave provisions and therefore service prior to 13 May 2003 will not be recognised. This clause works alongside clause 2.10.

5.1.5 An employee must apply for recognition of prior service within one year of commencing employment with the new public service agency.

5.1.6 Service in the Teaching Service For previous teaching service to be recognised, Teaching Service must be:

- (a) Teaching in New Zealand as a registered teacher and
- (b) Continuous, that is, the employee joined the Ministry within one month of leaving their employment in the Education Sector.
- (c) Service will not be recognised if it ended with the employee medically retiring, accepting severance or other surplus staffing provisions.

## 5.2 Annual Leave

- 5.2.1 The term "week" means five working days in each week providing that in the case of part-time employees it means the number of days normally worked.
- 5.2.2 (a) With the exception of (b) below an employee shall be entitled to five weeks' annual leave each year.
- (b) Employees previously covered by Part 6 of the SES Field Staff Collective Employment Contract 1 July 1995 to 30 June 1996 who elected to reduce their salary to 0.9 of their previous salary shall be entitled to ten weeks' annual leave each year.
- 5.2.3 An employee may, at the discretion of the Secretary or delegated nominee, be permitted to anticipate up to 20 days annual leave entitlement subject to refund on resignation if necessary. This entitlement is pro-rated for part-time employees.
- 5.2.4 The annual leave balance at any one time should as a principle not exceed the annual leave entitlement plus five days added to the annual leave entitlement.
- 5.2.5 An employee on special leave with or without pay for more than 35 consecutive days at any time will not have any annual leave entitlement added to the annual leave balance for the period of leave greater than 35 days.

Special leave with or without pay taken in the following instances will continue to attract annual leave entitlement:

- (a) sick or accident leave;
- (b) war disability leave;
- (c) leave for military training;
- (d) jury service leave;
- (e) Study leave where the leave and study is approved by the Manager Learning Support as meeting the professional development needs of the Ministry and the individual.

## 5.3 Public Holidays

- 5.3.1 Unless the Secretary or delegated nominee for reasons of public interest determines otherwise in respect of the Ministry, or of any employee, or of any group of employees, the following days shall be observed as public holidays:
- Christmas Day
  - Boxing Day
  - New Year's Day
  - The day after New Year's Day
  - Waitangi Day
  - Good Friday
  - Easter Monday
  - ANZAC Day

- Sovereign's Birthday
- Labour Day
- Anniversary Day (as observed in the locality concerned).
- Matariki (from 2022)

5.3.2 Where an employee is required by the Ministry and agrees to work on a public holiday she or he shall be paid at least the portion of the employee's relevant daily pay that relates to the time actually worked, plus half that rate again. In accordance with the Holidays Act 2003 the employee shall also be entitled to another day's holiday for any part of a public holiday worked.

5.3.3 (a) *Holidays falling during leave or time off*

Where a public holiday falls during a period of annual leave, sick leave on pay or special leave on pay an employee is entitled to that holiday which is not to be debited against such leave. This provision does not apply to a holiday falling during leave after the employee has ceased work prior to leaving the Ministry, unless the employee has worked at any time during the fortnight ending on the day on which the holiday is observed.

(b) *Leave without pay (including military leave without pay)*

An employee shall not be entitled to payment for a public holiday falling during a period of leave without pay unless the employee has worked at any time during the fortnight ending on the day the holiday is observed.

5.3.4 Recreation Leave

Subject in all cases to the Secretary's or delegated nominee's convenience, employees after one year's service, may be granted one day's recreation leave on pay each leave year, but an employee leaving the Ministry shall not be paid for this leave if it has not been taken at the time of ceasing work. This leave must be taken within the year in which it is granted, if not taken it will be forfeited.

5.4 **Sick Leave**

5.4.1 The Secretary will grant:

- a) Sick leave on pay up to the employee's entitlement as set out below; or
  - b) Sick leave without pay on production of a medical certificate
- i) Employees will be entitled to 10 days sick leave for each 12 month period of service with the Ministry of Education. Unused sick leave is accumulated;
  - ii) Sick leave is to be computed in consecutive working days, but no deduction will be made for absences of less than two hours;
  - iii) Where an employee is absent on sick leave for two or more days and a non-work day(s) intervenes no deduction will be made for that non-work day(s);
  - iv) The Secretary may decide that paid sick leave of any special nature of up to two years shall not be included in the aggregate of sick leave taken, but noted on the employee's leave record. Such leave may include periods of work-related sickness caused by infection, disease, injury, or other health-related reason, not compensated by ACC;

- v) Where absence on sick leave extends beyond 5 consecutive working days, employees must produce to the employer a medical certificate stating the probable period of absence;
- vi) Where an employee absent on sick leave is suspected of being absent without sufficient cause, the employee may be directed to submit to medical examination by a registered medical practitioner. The Secretary may issue the direction for the examination, nominate the medical officer and, if warranted, approve a refund of expenses incurred by an employee in complying with this provision;
- vii) When sickness or injury occurs before or during a period of annual leave the employer shall allow the period of sickness to be debited against an employee's sick leave entitlement. Notwithstanding this, where annual leave has been approved, and before taking that annual leave an employee becomes sick or injured, or whose spouse or dependent becomes sick or injured, the employer must allow the employee to take the period of sickness or injury as sick leave;
- viii) The Secretary may permit employees to anticipate their next year's sick leave entitlement; however, un-accrued entitlements will be deducted from the final pay;
- ix) Sick leave for part-time employees will be credited at the same rate as applies for fulltime employees. Irrespective of the hours normally worked on a particular day, each day of sick leave will be debited as one full day of sick leave.

## 5.5 Leave for Family Reasons

5.5.1 An employee may be granted sick leave from their sick leave entitlement for family reasons subject to meeting the requirements as provided for in clauses 5.5.2 - 5.5.3 below. Approval will not be unreasonably withheld. For the purposes of leave for family reasons, the terms "near relative" and "near relative-in-law" mean the employee's:

Grandparents	Father-in-law	Sons-in-law
Grandchildren	Mother-in-law	Daughters-in-law
Kaumatua	Mokopuna	Tamaiti whangai
Matua whangai		

NOTE: Kaumatua 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 these degrees of relationship.

### 5.5.2 Serious illness

- (a) An employee may be granted leave with pay on account of serious accident or a crisis in a severe illness of a:
  - (i) Spouse, child, parent, partner, brother or sister - 2 days
  - (ii) A near relative-in-law or a member of the employee's household - 1 day
- (b) The maximum period of leave on full pay that may be granted for this purpose, including travelling time is seven days.

### 5.5.3 Leave for sickness in the home

- (a) Employees shall be granted leave on pay as a charge against their sick leave entitlement when the employee must be absent from work where their spouse or de-facto partner is sick or injured or a person who through sickness or injury becomes dependent on the employee for care.
- (b) Approval is not to be given for absences during or in connection with the birth of an employee's child. Such situations should be covered by leave without pay, parental/maternity/paternity leave, and annual leave or anticipated annual leave.
- (c) The production of a medical certificate or other evidence of illness may be required.

## 5.6 **Special Leave**

5.6.1 From time to time at the Secretary's or delegated nominee's discretion, an employee may be granted special leave with or without pay. If the leave without pay extends beyond three months, placement on return is conditional on a suitable vacancy, level of responsibility and location cannot be guaranteed. An employee who cannot be placed in employment on return will be given three months' notice in writing that the employment is to be terminated. Leave without pay up to 15 months interrupts but does not break service.

5.6.2 Factors that will be taken into account when considering special leave include the operational length of service and in the case of special sick leave, previous record.

5.6.3 The following are examples of special leave which may be granted with or without pay.

#### (a) *Jury Service and Witness Leave*

- (i) Jury Service - An employee may be granted paid leave for jury service. Expenses may be retained by the employee but all jurors' fees are to be paid to the Ministry unless an employee elects to take annual leave or leave without pay in which case the fees may be retained.
- (ii) Witness Leave - Where an employee is called as witness in a private capacity for a criminal or traffic case up to three days' paid leave may be granted. The employee is to recover fees and expenses from the party calling the witness, and repay the fees to the Ministry.

Where an employee is called as a witness in a private capacity for other than a criminal or traffic case, annual leave or leave without pay may be granted. The employee is to pay any expenses incurred and is to retain such fees and expenses as may be awarded by the Court.

- (b) The Secretary or delegated nominee shall approve up to six days' paid leave in any 12 month period for employees attending meetings of boards, councils and committees providing that:
- (i) The appointment is by Ministerial appointment;
  - (ii) There are no difficulties involved in releasing the employee from duties;
  - (iii) There is no conflict of interest;
  - (iv) Any remuneration received for the period that paid leave is granted should be refunded to the Ministry.
- (c) Leave for civil defence, search and rescue operations and firefighting - for training and during an emergency with written evidence from the appropriate responsible authority.
- (d) First aid training - where required by the Ministry to attend training paid leave, or time in lieu where the course is in the weekend and course fees shall be paid.
- (e) Military training under the Volunteers Employment Protection Act - an additional 12 weeks paid leave is available for initial training and thereafter up to 4 weeks leave per year. An employee will refund the lesser amount of either salary or military pay. Additional leave without pay of up to twelve months will be made available to employees undertaking peacekeeping duties.
- (f) Study leave for pre-exam study, sitting exams, travel to exams, and attendance at courses. The Secretary or delegated nominee in consultation with the employee in determining the support for study will take into account:
- The time commitment required and the workload of the employee
  - Programme requirements such as attendance at lectures or workshops, residential modules, on-the-job or practical experience, examinations and assessment
  - Additional support available such as use of work facilities and technology
  - The impact of the leave on the work of the Ministry and on the workload of the employee and others
  - Affordability of providing the support to the employee.

NOTE: Leave without pay may also be an option in some circumstances.

## 5.7 **Bereavement/Tangihanga Leave**

5.7.1 An employer shall approve special bereavement/tangihanga leave on pay for an employee to discharge any obligations and/or to pay respects to a deceased person with whom the employee has 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.

5.7.2 If a bereavement occurs while an employee is on annual leave, this leave will be interrupted and bereavement leave granted in terms of clause 5.7.1. If a bereavement occurs while an employee is absent on sick leave on pay, or other special leave on pay, such leave may be

interrupted and bereavement leave granted in terms of clause 5.7.1. This provision will not apply if the employee is on leave without pay.

5.7.3 In granting time off, therefore, and for how long, the employer must take the following into account:

- (a) The closeness of the association between the employee and the deceased (note: this association need not be a blood relationship).
- (b) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death.
- (c) The amount of time needed to discharge properly any responsibilities or obligations.
- (d) Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel.
- (e) A decision must be made as quickly as possible so that the 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.
- (f) If paid special leave is not appropriate then annual leave or leave without pay should be granted but as a last resort.
- (g) When an unveiling ceremony occurs on a working day, leave on pay shall be granted.
- (h) Notwithstanding the above:
  - (i) The minimum entitlement prescribed in the Holidays Act 2003 for a bereavement on the death of the employee's spouse, parent, child, brother or sister, grandparent, grandchild or spouse's parent is three days' paid leave.
  - (ii) The minimum entitlement prescribed in the Holidays Act 2003 for a bereavement on the death of any other person where obligations such as those in 5.7.1 exist is one day.

5.7.4 An employee is also entitled to 3 days' paid bereavement leave for a pregnancy which ended by way of a miscarriage or still birth where:

- It was their own pregnancy
- It was their spouse or partner's pregnancy
- It was the pregnancy of their former spouse or partner if they would have been the biological parent of a child born as a result of the pregnancy
- They had undertaken to be the Primary Carer of a child born as a result of the pregnancy, or
- They are the spouse or partner of a person who had undertaken to be the Primary Carer of a child born as a result of the pregnancy.

'Primary Carer' in this context means a person, other than the biological mother or her spouse or partner, who takes permanent primary responsibility for the care of a child who is under the age of 6 years.

## 5.8 Family Violence Leave

Paid family violence leave of up to 10 working days within a year may be used for medical appointments, legal proceedings and other activities related to family violence. This leave is in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day. Should an employee affected by family violence require additional leave to support them, they are encouraged to speak with their Manager about this.

The Ministry has obligation under the Victims' Protection Act 2018 to ensure any employee who is affected by family violence is able to request paid Family Violence Leave (currently up to 10 days annually), or a short-term variation to their working arrangements. For further information on Family Violence Leave or Flexible Working Arrangements, please refer to the Ministry's Leave Guidelines.

The provisions of the Holidays Act or replacing legislation with regards to Family Violence shall apply.

## 5.9 Parental Leave (Parental leave is leave without pay)

- 5.9.1 (a) An employee, while employed by the Secretary, is entitled to parental leave in the following circumstances:
- (i) In respect of every child born to them or their partner;
  - (ii) In respect of every child up to and including five years of age, adopted by them or their partner.
- (b) Leave up to 52 weeks may be granted to employees with at least one year's service. For those with less than one year's service, parental leave up to 26 weeks may be granted. The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and her/his partner either concurrently or consecutively. This applies whether or not only one or both partners are employed by the Ministry.
- (c) Where two or more children are born or adopted at the same time, then for the purposes of these provisions the employee's entitlement shall be the same as if only one child had been born or adopted.
- (d) Employees intending to take parental leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner certifying the expected date of delivery.
- Provided that, if it is warranted on medical or other grounds as are appropriate a shorter period of notice may be approved; and
- Provided that, in the case of adoption an employee may give a lesser period of notice.
- (e) An employee absent on parental leave is required to give at least one month's notice of their intention to return to duty.
- Provided that on occasions a lesser period may be agreed upon by the Secretary or delegated nominee, where it is appropriate.

### 5.9.2 Job Protection

- (a) An employee returning from parental leave is entitled to resume work in the same position or in a similar position to the one she/he occupied at the time of commencing parental leave, or to some other mutually agreed position.

A similar position means a position:

- At the equivalent salary and level; and
- In the same location or other location within reasonable commuting distance; and
- Involving responsibilities broadly comparable to those exercised in the previous position.

- (b) When an employee goes on parental leave the Ministry should as first preference:

- Hold the employee's position open (Note: this includes filling it temporarily) but,
- If the Secretary or delegated nominee needs to fill the position permanently, at the time the employee indicates their intention to return to duty, the Secretary or delegated nominee shall offer one of the following (in order of priority):

- (i) The same position if it is vacant at that time or a similar position to the one they occupied before commencing parental leave; or
- (ii) An extension of parental leave up to 12 months until the employee's previous position or a similar position becomes available; or
- (iii) An offer to the employee of a similar position in another location if one is available with transfer assistance applying. If the offer is refused the employee continues on extended parental leave as provided for in clause 5.8.1 for up to 12 months; or
- (iv) An offer of employment in a different position in the same location (a position of a lower grading or one involving different duties i.e. not a similar position as defined above); if the appointment is not acceptable to the employee the employee continues on extended parental leave as provided for in paragraph (ii) above for up to 12 months; or
- (v) Where extended parental leave as provided in paragraph (ii) above expires and no position is available for the employee, the employee continues on leave without pay and the Secretary or delegated nominee may terminate employment with three months' notice providing that an employee whose services are terminated under this provision shall be entitled to be paid the ex gratia payment equivalent to 30 working days leave that she/he could have earned if she/he had the opportunity to return to work after parental leave.

### 5.9.3 In addition to Parental Leave

- (a) A woman employee who is pregnant is entitled before taking parental leave to take a total of up to 10 days special leave without pay for reasons connected with her pregnancy.
- (b) A spouse or partner may take a continuous 14 day period of leave without pay as leave. Leave may be taken any time during the six weeks span beginning 21 days before the expected date of delivery or adoption and ending 21 days after the actual date of delivery or adoption

#### 5.9.4 Surplus Staffing

- (a) When a staffing surplus is declared involving a position that is usually occupied by an employee who is on parental leave, then the same surplus employee provisions that would apply to other employees, who are covered by this agreement, and who are part of the same surplus shall apply.
- (b) Any employee on parental leave must be notified if her/his position is to be disestablished or reviewed as a result of a staffing surplus.

#### 5.9.5 Ex gratia payment

- (a) When an employee, who is entitled to parental leave of up to 12 months returns to duty before or at the expiration of the leave and completes a further six month's service, they qualify for a payment equivalent to 30 working days' leave on pay, i.e. at the rate applying for the 30 working days immediately following their ceasing duty.

Provided that, if both partners are employed in the Ministry and are eligible for the payment, then they are entitled to one and only one payment, and they may choose (after they have qualified) who will receive it.

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

- (b) An employee who is absent on parental leave for less than six weeks (30 working days) will receive that proportion of the payment that his/her absence represents in working days.
- (c) Any payment is to be based on the percentage rate of employment prior to absence on parental leave. However, a woman who works less than full normal hours for a short period only, prior to her confinement, may have her case for full payment considered by the Secretary or delegated nominee.
- (d) An employee shall not be eligible for a parental leave payment if her/his partner has received a payment from another State Sector employer.

However, an employee will receive a payment if eligible regardless of any payment that may have been made to her/his partner by a private sector employer.

#### 5.9.6 Accrual of annual leave while on Parental Leave

- (a) Employees on extended parental leave will accrue annual leave in accordance with the provisions of the Holidays Act 2003. Annual leave accrued while on a period of extended parental leave and taken in the first 12 months following the employee's return to work will be paid at a rate equivalent to the higher of the employee's average weekly earnings or their ordinary daily pay. If an employee was on shortened hours before the commencement of parental leave, the calculation for the accrual of annual leave will be based on their normal salary prior to the shortened hours. If they wish to do so, employees returning from parental leave will be encouraged to take their annual leave accrued while on parental leave during the first 12 months after they return. This provides options to use paid leave to work reduced hours while receiving the equivalent of a full-time salary. Employees returning from parental leave will be provided the opportunity to apply to return to their position on a part time basis, job share basis, and work from home or flexible working hours. Approval for such requests

will not be unreasonably withheld and while all requests will be considered in good faith there may be occasions where genuine business requirements, consistent with legislation, mean a request is declined.

#### **5.10 Long Service Leave**

5.10.1 Effective from 1 July 2009, employees shall be entitled to two whole weeks long service leave after ten years continuous service. Thereafter, employees shall be entitled to one whole week after every five years continuous service.

Continuous service, as specified in 5.1.1 is recognised for the calculation of long service leave entitlement.

5.10.2 Long service leave must be taken before the next entitlement falls due or be forfeited. Long service leave will not accumulate from one qualifying period to another.

5.10.3 Long service leave will be paid at ordinary rates of pay.

#### **5.11 Employment Relations Education Leave**

5.11.1 Sections 73 and 74 of the Employment Relations Act 2000 set out the minimum union entitlement to the allocation of employment relations education leave (EREL).

5.11.2 The Act provides for an amount of EREL based on union membership. The parties may agree any additional days over and above the minimum.

## **PART 6 UNION MATTERS**

### **6.1 Union Access**

Representatives of NZEI Te Riu Roa and APEX shall be entitled to enter the premises of the Ministry at all reasonable times for purposes related to the employment of members or for purposes related to the union's business or both. Such access shall be exercised at reasonable times and in a reasonable way. Representatives shall comply with existing health and safety and security procedures.

### **6.2 Union Deductions**

- 6.2.1 The employer, when requested in writing by the National Secretary of NZEI Te Riu Roa or the National Secretary of APEX shall, within one month after the receipt of such request supply to the unions a list of the names of all employees coming within the scope of this agreement when in their employ (but such request shall not be made to the employer at intervals shorter than six months).
- 6.2.2 In accordance with authorities signed by individual employees the employer shall arrange for the deduction of union subscriptions for all union members covered by this Agreement except in cases agreed to between the employer and the union.
- 6.2.3 The manner of deduction and remittance shall be separately determined by agreement with the National Secretary of NZEI Te Riu Roa or the National Secretary of APEX.
- 6.2.4 The employer shall on request undertake to provide each employee at the time of appointment with an application form for membership of the union.
- 6.2.5 Except as may be otherwise agreed, the commission payable by NZEI Te Riu Roa or APEX for this service shall not exceed 2.5 percent of the aggregate sum of the amount deducted.

### **6.3 Leave for Union Meetings**

- 6.3.1 Providing the employee would otherwise be working for the employer during the meeting, the employer shall allow each member of NZEI Te Riu Roa or APEX paid absence of up to two hours for any one meeting NZEI Te Riu Roa or APEX may call in any one year (January to December inclusive), or an aggregate paid absence of up to four hours for any two or more meetings NZEI Te Riu Roa or APEX may call in that same year provided that the paid absence in respect of any such meeting shall not exceed two hours.
- 6.3.2 In respect of every such meeting called NZEI Te Riu Roa or APEX will consult with the employer about the date(s), time(s) and place(s) of such meeting(s) before giving notice at least 14 days prior to the date of such meeting(s).
- 6.3.3 NZEI Te Riu Roa members or APEX members shall resume duty as soon as practicable after the meeting, but the employer shall not be obliged to pay any Institute member for a period greater than two hours in respect of any such meeting.
- 6.3.4 Only members of NZEI Te Riu Roa or APEX who actually attend a meeting called in accordance with this clause shall be entitled to pay in respect of that meeting and to that end NZEI Te Riu Roa or APEX shall supply the employer with a list of members who attended and shall also advise the time of finishing the meeting.

### **6.4 Union Worksite Representatives**

6.4.1 Worksite representatives will be supported to fulfil their role in accordance with the MoE/NZEI Te Riu Roa relationship agreement within Ministry worksites. This agreement can be accessed on the Ministry intranet.

## **PART 7 EMPLOYMENT RELATIONSHIP PROBLEMS**

### **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 and **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 or APEX.

### **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.
- They have been discriminated against in terms of the prohibited grounds of discrimination under the Human Rights Act 1993.

**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 B.

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

Either party can refer a personal grievance to the Employment Relations Service of the Ministry of Business Innovation and Employment for mediation assistance.

If the problem relates to a type of discrimination that can be the subject of a complaint that 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 or by

phoning toll free 0800 20 90 20. The Ministry of Business Innovation and Employment's internet address is [www.ers.mbie.govt.nz](http://www.ers.mbie.govt.nz) and can be contacted by e-mail at [workplaceinfo@mbie.govt.nz](mailto:workplaceinfo@mbie.govt.nz).

- **Mediation Service**

The Mediation Service is a free and independent service available through the Ministry of Business Innovation and Employment.

The 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 nor, 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 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.

## **PART 8 VARIATION**

### **8.1 Variation**

The parties agree that this agreement may be varied at any time by written agreement between NZEI Te Riu Roa, APEX and the Secretary.

**PART 9 SIGNATORIES**

Signatories to the agreement

Dated at Wellington this day of                      2021

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Iona Holstead  
Secretary for Education

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Bella Pardoe  
For National Secretary  
New Zealand Educational Institute Te Riu Roa Inc. (NZEI Te Riu Roa)

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Dr Deborah Powell  
National Secretary  
For the Association of Professional and Executive Employees Inc. (APEX)

## APPENDIX A

### Employment Relations Act 2000, sections 103 - 110

#### 103 PERSONAL GRIEVANCE--

- (1) For the purposes of this Act, "personal grievance" means any grievance that an employee may have against the employee's employer or former employer because of a claim--
- (a) That the employee has been unjustifiably dismissed; or
  - (b) That the employee's employment, or 1 or more conditions of the employee's employment (including any condition that survives termination of the employment), is or are or was (during employment that has since been terminated) affected to the employee's disadvantage by some unjustifiable action by the employer; or
  - (c) That the employee has been discriminated against in the employee's employment; or
  - (d) That the employee has been sexually harassed in the employee's employment; or
  - (e) That the employee has been racially harassed in the employee's employment; or
  - (f) That the employee has been subject to duress in the employee's employment in relation to membership or non-membership of a union or employees organisation.
  - (g) That the employee's employer has failed to comply with a requirement of [Part 6A](#); or
  - (h) That the employee has been disadvantaged by the employee's employment agreement not being in accordance with [section 67C](#), [67D](#), [67G](#), or [67H](#); or
  - (i) That the employee's employer has contravened [section 67F](#) or [67G\(3\)](#).
  - (j) That the employee's employer has, in relation to the employee,—
    - (i) Engaged in adverse conduct for a prohibited health and safety reason; or
    - (ii) Contravened [section 92](#) of the Health and Safety at Work Act 2015 (which prohibits coercion or inducement).
- (2) For the purposes of this Part, a "representative", in relation to an employer and in relation to an alleged personal grievance, means a person--
- (a) Who is employed by that employer; and
  - (b) Who either--
    - (i) Has authority over the employee alleging the grievance; or
    - (ii) Is in a position of authority over other employees in the workplace of the employee alleging the grievance.
- (3) In subsection (1)(b), unjustifiable action by the employer does not include an action deriving solely from the interpretation, application, or operation, or disputed interpretation, application, or operation, of any provision of any employment agreement.

#### 103A Test of justification

- (1) For the purposes of [section 103\(1\)\(a\)](#) and (b), the question of whether a dismissal or an action was justifiable must be determined, on an objective basis, by applying the test in subsection (2).
- (2) The test is whether the employer's actions, and how the employer acted, were what a fair and reasonable employer could have done in all the circumstances at the time the dismissal or action occurred.
- (3) In applying the test in subsection (2), the Authority or the court must consider—
- (a) Whether, having regard to the resources available to the employer, the employer sufficiently investigated the allegations against the employee before dismissing or taking action against the employee; and
  - (b) Whether the employer raised the concerns that the employer had with the employee before dismissing or taking action against the employee; and
  - (c) Whether the employer gave the employee a reasonable opportunity to respond to the employer's concerns before dismissing or taking action against the employee; and
  - (d) Whether the employer genuinely considered the employee's explanation (if any) in relation to the allegations against the employee before dismissing or taking action against the employee.
- (4) In addition to the factors described in subsection (3), the Authority or the court may consider any other

factors it thinks appropriate.

- (5) The Authority or the court must not determine a dismissal or an action to be unjustifiable under this section solely because of defects in the process followed by the employer if the defects were—
  - (a) Minor; and
  - (b) Did not result in the employee being treated unfairly.

#### **104 Discrimination**

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

#### **105 Prohibited grounds of discrimination for purposes of section 104**

- (1) The prohibited grounds of discrimination referred to in section 104 are the prohibited grounds of discrimination set out in section 21(1) of the Human Rights Act 1993, namely—
  - (a) Sex:
  - (b) Marital status:
  - (c) Religious belief:
  - (d) Ethical belief:
  - (e) Colour:
  - (f) Race:
  - (g) Ethnic or national origins:
  - (h) Disability:
  - (i) Age:
  - (j) Political opinion:
  - (k) Employment status:
  - (l) Family status:
  - (m) Sexual orientation.
- (2) The items listed in subsection (1) have the meanings (if any) given to them by section 21(1) of the Human Rights Act 1993.

#### **106 Exceptions in relation to discrimination**

- (1) Section 104 must be read subject to the following provisions of the Human Rights Act 1993 dealing with exceptions in relation to employment matters:
  - (a) Section 24 (which provides for an exception in relation to crews of ships and aircraft):
  - (b) Section 25 (which provides for an exception in relation to work involving national security):
  - (c) Section 26 (which provides for an exception in relation to work performed outside New Zealand):
  - (d) Section 27 (which provides for exceptions in relation to authenticity and privacy):
  - (e) Section 28 (which provides for exceptions for purposes of religion):

- (f) Section 29 (which provides for exceptions in relation to disability):
  - (g) Section 30 (which provides for exceptions in relation to age):
  - (h) Section 31 (which provides for an exception in relation to employment of a political nature):
  
  - (i) Section 32 (which provides for an exception in relation to family status):
  - (j) [Repealed]
  - (k) Section 34 (which relates to regular forces and Police):
  - (l) Section 35 (which provides a general qualification on exceptions):
  - (m) Section 70 (which relates to superannuation schemes).
- (2) For the purposes of subsection (1), sections 24 to 35 of the Human Rights Act 1993 must be read as if they referred to section 104 of this Act, rather than to section 22 of that Act. In particular,—
- (a) References in sections 24 to 29, 31, and 32 of that Act to section 22 of that Act must be read as if they were references to section 104(1); and
  - (b) References in section 30 or section 34 of that Act—
    - (i) To section 22(1)(a) or 22(1)(b) of that Act must be read as if they were references to section 104(1)(a); and
    - (ii) To section 22(1)(c) of that Act must be read as if they were references to section 104(1)(b); and
    - (iii) To section 22(1)(d) of that Act must be read as if they were references to section 104(1)(c).
- (3) Nothing in section 104 includes as discrimination—
- (a) Anything done or omitted for any of the reasons set out in paragraph (a) or paragraph (b) of section 73(1) of the Human Rights Act 1993 (which relate to measures to ensure equality); or
  - (b) Preferential treatment granted by reason of any of the reasons set out in paragraph (a) or paragraph (b) of section 74 of the Human Rights Act 1993 (which relate to pregnancy, childbirth, or family responsibilities); or
  - (c) Retiring an employee or requiring or causing an employee to retire at a particular age that has effect by virtue of section 149(2) of the Human Rights Act 1993 (which is a savings provision in relation to retirement ages specified in certain employment contracts).

**107 Definition of involvement in activities of union for purposes of section 104**

- (1) 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.

**108 Sexual harassment**

- (1) For the purposes of sections 103(1)(d) and 123(d), an employee is *sexually harassed in that employee’s employment* if that employee’s employer or a representative of that employer—
- (a) Directly or indirectly makes a request of that employee for sexual intercourse, sexual contact, or other form of sexual activity that contains—

- (i) An implied or overt promise of preferential treatment in that employee's employment; or
- (ii) An implied or overt threat of detrimental treatment in that employee's employment; or
- (ii) An implied or overt threat about the present or future employment status of that

employee; or

- (b) By—
  - (i) The use of language (whether written or spoken) of a sexual nature; or
  - (ii) The use of visual material of a sexual nature; or
  - (iii) Physical behaviour of a sexual nature,—
 

Directly or indirectly subjects the employee to behaviour that is unwelcome or offensive to that employee (whether or not that is conveyed to the employer or representative) and that, either by its nature or through repetition, has a detrimental effect on that employee's employment, job performance, or job satisfaction.
- (2) For the purposes of sections 103(1)(d) and 123(d), an employee is also *sexually harassed in that employee's employment* (whether by a co-employee or by a client or customer of the employer), if the circumstances described in section 117 have occurred.

#### 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—

- (a) Expresses hostility against, or brings into contempt or ridicule, the employee on the ground of the race, colour, or ethnic or national origins of the employee; and
- (b) Is hurtful or offensive to the employee (whether or not that is conveyed to the employer or representative); and
- (c) Has, either by its nature or through repetition, a detrimental effect on the employee's employment, job performance, or job satisfaction.

#### Duress

- (1) For the purposes of section 103(1)(f), an employee is *subject to duress in that employee's employment in relation to membership or non-membership of a union or employees organisation* if that employee's employer or a representative of that employer directly or indirectly—
  - (a) Makes membership of a union or employees organisation or of a particular union or employees organisation a condition to be fulfilled if that employee wishes to retain that employee's employment; or
  - (b) Makes non-membership of a union or employees organisation or of a particular union or employees organisation a condition to be fulfilled if that employee wishes to retain that employee's employment; or
  - (c) Exerts undue influence on that employee, or offers, or threatens to withhold or does withhold, any incentive or advantage to or from that employee, or threatens to or does impose any disadvantage on that employee, with intent to induce that employee—
    - (i) To become or remain a member of a union or employees organisation or a particular union or employees organisation; or
    - (ii) To cease to be a member of a union or employees organisation or a particular union or employees organisation; or
    - (iii) Not to become a member of a union or employees organisation or a particular union or employees organisation; or
    - (iv) In the case of an employee who is authorised to act on behalf of employees, not to act on their behalf or to cease to act on their behalf; or
    - (v) On account of the fact that the employee is, or, as the case may be, is not, a member of a union or employees organisation or of a particular union or employees organisation, to resign from or leave any employment; or
    - (vi) To participate in the formation of a union or employees organisation; or

(vii) Not to participate in the formation of a union or employees organisation.

- (2) In this section and in section 103(1)(f), *employees organisation* means any group, society, association, or other collection of employees other than a union, however described and whether incorporated or not, that exists in whole or in part to further the employment interests of the employees belonging to it.

## APPENDIX B

### Sick leave entitlement for employees employed prior to 6 March 2013 (grand-parented)

Service	Sick Leave Entitlement
Up to 3 months	7 days on full pay
Over 3 months and up to 6 months	14 days on full pay
Over 6 months and up to 9 months	31 days on full pay
Over 9 months and up to 5 years	46 days on full pay
Over 5 years and up to 10 years	92 days on full pay
Over 10 years and up to 20 years	183 days on full pay
Over 20 years and up to 30 years	275 days on full pay
Over 30 years	365 days on full pay

- (i) Sick leave is to be computed in consecutive working days, but no deduction will be made for absences of less than two hours.
- (ii) The Secretary may decide that paid sick leave of any special nature of up to two years shall not be included in the aggregate of sick leave taken, but such leave is to be noted on the employee's leave record. Such leave may cover entering or waiting to enter a recognised tuberculosis institution, war injury, currently epidemic diseases as determined by Health officials, work injury or sickness not compensated by ACC.
- (iii) Where absence on sick leave, whether with or without pay extends beyond 5 consecutive working days, employees must produce to the employer a medical certificate stating the probable period of absence.
- (iv) Where an employee absent on sick leave is suspected of being absent from duty without sufficient cause, the employee may be directed to submit to medical examination by a registered medical practitioner. The Secretary may issue the direction for the examination, nominate the medical officer and, if warranted, approve a refund of expenses incurred by an employee in complying with this provision.
- (v) When sickness occurs during annual leave the Secretary may permit the period of sickness to be debited against an employee's sick leave entitlement except where the sickness occurs during leave following termination of employment. Notwithstanding this, where annual leave has been approved, and before taking that annual leave an employee becomes sick or injured, or whose spouse or dependent becomes sick or injured, the employer must allow the employee to take the period of sickness or injury as sick leave.
- (vi) The Secretary may permit employees to anticipate their next sick leave entitlement in accordance with the following table; or on any other basis that he/she considers appropriate.

Up to 5 years' service	At 4 years, 9 months' service
Over 5 years and up to 10	At 9 years, 6 months' service
Over 10 years and up to 20	At 19 years' service
Over 20 and up to 30	At 28 years' service

Provided that the necessary adjustments will be made to final pay should an employee resign before the next entitlement falls due.

- (vii) The Ministry of Education agree that employees on the grand-parented sick leave entitlement will receive their next bulk allocation of sick leave during the term of the collective agreement and then transition to the current sick leave provisions of 10 days for each twelve month period of service.
- (viii) For those employees who are not due a bulk allocation during the period of this agreement, on 28 February 2018 they will receive their next allocation regardless of when the entitlement is due. At the end of the agreement all NZEI Te Riu Roa members on the grand-parented sick leave bulk allocation will transition to the current sick leave provisions of 10 days per twelve month period of service.

## APPENDIX C

### RELEVANT QUALIFICATIONS AND PREVIOUS RELEVANT SERVICE REQUIREMENTS

1. The table below outlines the relevant academic or professional qualification(s) and recognised previous relevant service required for defined occupational groups under coverage of this agreement. The table includes the minimum entry steps for each occupational group based on these requirements.

Occupational group	Relevant academic and/or professional qualification(s)	Completed Qualifications at Levels	Minimum previous relevant service	Effective minimum entry step
Psychologist	Master's degree in psychology and practicum or internship involving 1500 hours of supervised practice (1 year)	BA (Level 7) MA (Level 9) +1500 practicum	Practicum or internship	6  5(*) – applicable from 1 January 2022
Special Education Adviser	Bachelor of Teaching and post-graduate diploma in special education (1 year) <b>OR</b>	BA Level 7 PGD (Level 8) <b>OR</b>	3 year's teaching experience	4
Special Education Adviser	Bachelor of Teaching (3 years)	BA Level 7	3 year's teaching experience	3
Speech Language Therapist	Bachelor's degree in Speech Language Therapy (4 years) <b>OR</b>	BA (Level 7) + Honours (Level 7 graduate diploma) <b>OR</b>	No Prior experience required	1
	Masters of Speech Language Therapy (Prac) (5 years)	BA (Level 7) MA (Level 9)	No experience required	3
Advisor on Deaf Children	Bachelor on Teaching; (post graduate diploma necessary to obtain employment as a teacher of the deaf; <b>and</b> Master in Special Education (Sensory Disability) as prescribed for AODCs by MoE.	BA Level 7 + Level 8  MA (Level 9)	4 year's teaching experience in total – Including 2 years as a Teacher for the deaf	6
	Bachelor on Teaching <b>and</b> (post graduate diploma necessary to obtain employment as a teacher of the deaf	BA Level 7 + PGD (Level 8)	4 year's teaching experience in total – Including 2 years as a Teacher for the deaf	5
Kaitakawaenga	He Tohu Matauranga Māori (Mo qual) <b>or</b> SE Te Reo Attestation Level 3  <b>And</b> A minimum relevant diploma qualification (min 2 years' study)		3 year's teaching Te Reo Māori or 3 years' working in the community in a Māori development context.	2
Early Intervention teacher	Bachelor of Teaching: <i>ECE</i> <b>and</b> Postgraduate diploma in early intervention recognised by MoE	BA (Level 7) PGD Level 8	3 year's teaching experience as a qualified early childhood teacher.	4
	Bachelor of Teaching: <i>ECE</i>	BA (Level 7)	3 year's teaching experience as a qualified early childhood teacher.	3
Occupational Therapist	Bachelors degree in Occupational Therapy (3 years)	Level 7	No prior experience required	1
Physiotherapist	Bachelors degree in Physiotherapy (4 years)	L7 / Level 7 graduate	No prior experience required	1

For the purposes of the above, the Ministry will recognise as equivalent to the required minimum relevant academic or professional qualifications those qualifications that the appropriate professional body (where applicable) deems equivalent for registration purposes. This will include recognition of professional registration gained through experience, supervised practice, course work not leading to a recognised qualification, or a combination thereof.

- 2 The Ministry may recognise other qualifications or experience as equivalent to these requirements, including qualifications or experience that the appropriate professional registration board deems equivalent for registration purposes.

Qualifications Education Specialist Trainee and Intern Psychologist

The table below outlines the relevant academic qualifications required for the occupational groups Education Specialist Trainee and Intern Psychologist.

Education Specialist Trainee	Master’s degree and an undertaking to complete additional papers to enable entry to a NZ Psychologists Board recognised and approved Educational Psychologist Internship Programme within an agreed timeframe.
Intern Psychologist	The requisite papers to enable access to a NZ Psychologists Board recognised and approved Educational Psychologist Internship Programme.

## **APPENDIX D**

### **Interim Skills Progression Pathway**

#### **Introduction**

These amended guidelines for the Skills Progression Pathway (SPP) are intended as an interim model while the parties develop and agree a new remuneration model.

The SPP acknowledges the work of senior field staff practitioners, 'over and above' learning and application of this internally within Learning Support and IWS and externally with the sector. They will be engaged in developing and practising advanced skills, in complex work with a high degree of autonomy, and being recognised for their leadership of practice including supervision, coaching, and mentoring of staff.

Those employees who are currently on or move to the top automatic step will be entitled to apply to move to the first step of the SPP scale. It is anticipated that, unless there are exceptional circumstances, these applications will be viewed favourably.

#### **Access**

1. Those employees who are currently on or move to the top automatic step relevant to their role (Step 16 for Psychologists and Step 13 for other roles) for six months can apply.
2. Applicants must have current registration with the relevant professional body (where required to work in designated roles in the Ministry).
3. Applicants must have met required performance requirements.

#### **Process**

4. Staff wishing to access the SPP should fill the relevant form (attached).
5. The application will define a body of work or project that the applicant can commence within 12 weeks and will continue for at least 9 months. Implementation and deliverable milestones at 6 weeks and every quarter will be included.

SPP projects must be applicable and relevant to the region the employee is based in. While plans may be replicated across teams in the geographical regions.

6. Joint applications will be accepted where there are evidence-based reasons for doing so.
7. Application forms will be:
  - a. Endorsed by the employees Service Manager; and
  - b. Approved by the Manager, Learning Support or equivalent.
8. SE & S will hold a central repository of approved applications and share these with unions where the applicant is a Union member – NZEI and APEX.

9. Where an application is rejected, either by the Service Manager or Manager, Learning Support the employee may appeal this rejection to the Director in the relevant region (In Auckland the Deputy Director).

### Criteria for Acceptance

10. Applicants to the SPP must demonstrate one of the following:
  - a. Capability building of their own skill set over and above that expected of a Top Step practitioner; and/or
  - b. The development of new and/or specialist skills that complement and grow their role as a practitioner; and/or
  - c. Professional leadership and/training of others either internal or external; and/or
  - d. Growing the cultural competence of others.
11. Applicants must explain how a group of either children, schools, early learning services or colleagues will benefit from one or more items listed above in 10.
12. Where an applicant provides evidence, they are already achieving one or more of the items in point 10 the Manager, Learning Support may approve progression to SPP Level one immediately.
13. Training undertaken as part of the normal and ongoing professional development is exempt from the SPP.

### Entry to and Exit from SPP

14. Entry to SPP will be at Level One.
15. Service Managers will review progress against the plan after 6 weeks and thereafter every quarter.
16. On the successful 6-week review of the plan the employee will move to SPP Level One. Note there are two separate SPP Level remuneration, one for ALL other roles and the other for Psychologists (refer to Part 3 of the collective agreement).
17. Employees that have achieved SPP Level One will be expected to demonstrate a standard of performance consistent with their milestones.
18. Where a plan is not meeting milestones or delivering expected benefits the employee and Service Manger will review the plan and determine the next steps. The employee will elect which option applies to them:
  - (a) **opt out of SPP Level One**  
An employee may voluntarily opt out of SPP Level One, by choosing this option, the employee salary will revert to the top step salary applicable to their role, or
  - (b) **Remain in SPP Level One**  
Where an employee chooses this option, the Service Manager and the employee will adjust the plan to ensure the milestones are achievable within the agreed timeframes and that the initial criteria in para 10 are still being achieved.

19. Where an employee opts out of SPP another employee may opt to continue with the plan and join SPP Level one if they meet the criteria detailed in this paper
20. If a plan is not progressing as detailed due to the employee being assigned additional responsibilities/work that is affecting their ability to meet the milestones, the employee will continue to receive SPP Level 1 remuneration.
21. Where a plan can commence sooner than 12 weeks the Service Manager and Manager, Learning Support can approve early movement to SPP Level 1 remuneration provided they are satisfied the demonstrable benefits are occurring.

### **SPP Levels Two and Three**

22. If an employee completes SPP Level 1 and wishes to expand the work into Level 2 and/or Level 3 of the current SPP framework they can so with the approval of the Manager, Learning Support.

## APPENDIX E



### Terms of Settlement

#### Ministry of Education Field Staff Multi-Union Collective Agreement (MUCA)

13 October 2021

**NZEI** (New Zealand Education Institute) Te Riu Roa, **APEX** (Association of Professional Executives, and **The Ministry of Education** met to bargain the renewal of the Ministry of Education Field Staff Collective Agreement that expired on 28 February 2021 on the 22<sup>nd</sup> and 23<sup>rd</sup> of February 10<sup>th</sup> and 11<sup>th</sup> of March, and 22<sup>nd</sup> of April respectively. In addition, some short line-out meetings and further exchanges of correspondence followed up to and during April and May 2021. Further negotiations took place in July, August and October including through Zoom.

This agreement sets out the full terms of settlement of the Ministry of Education Field Staff Collective Agreement 2021-2023 as settled between the Secretary for Education, NZEI Te Riu Roa and Apex, after ratification by union members pursuant to section 51 of the Employment Relations Act 2000.

In settlement the parties agree to the following:

#### 1. Settlement date

The effective date of this settlement will be 13 October 2021.

These terms of settlement apply to all Ministry of Education employees who are members of NZEI Te Riu Roa or APEX that fall under the coverage clause specified within the Field Staff collective agreement as at the ratification date.

#### 2. Part 1 - Term

**Clause 1.3** Delete and replace with:

This agreement shall be effective from date of 13 October 2021, and it will expire on 27 January 2023.

#### 3. Part 2 – General Provisions

- a. Amended wording in Clause 2.2

- b. Flexible Working arrangements will be added as follows:

Under the Employment Relations Act 2000 employees can request a variation of their working arrangements. Employees should, wherever possible, be granted the opportunity of flexible working hours. The Ministry will consider requests from employees who seek to vary their hours of work. The Ministry supports the provision of flexible working arrangements in order to recognise differing personal circumstances and preferences and to accommodate changing life stages. The Ministry is committed to being flexible by default. The Ministry has developed a suite of policies that reflect such commitment. The Ministry will, through Managers, work with staff to create an environment where flexible working arrangements are an accepted part of the Ministry's culture. All staff have the right to request flexible working arrangements. The Ministry will consider all requests as soon as possible and decide within one month. Approval will not be unreasonably withheld. The Ministry will only decline a request where there is a valid reason to do so under Section 69AAF of the Employment Relations Act 2000.

A variety of flexible working arrangements can be discussed including, but not limited to days and hours of work as well as place of work.

Where a request is declined an employee may seek a review of the decision by the decision-makers one-up manager. The review outcome will be provided, wherever possible, within 15 working days.

#### **4. Part 3 - Remuneration**

The following changes to remuneration will occur:

- a. Access to the SPP will change as per the attached.
- b. Effective the date of Terms of Settlement been signed Steps 1 and 2 are removed from the Collective and the current Step 3 becomes the bottom Step (i.e.) Step 1. Those on Steps 1,2 or 3 move to the new Step 1/Step 2. Speech Language Therapists with master's degree on current steps 3 and 4 will move to new Step 3 on 13 October 2021.
- c. Effective the date of Terms of Settlement been signed (and subsequent member ratification) all steps are increased – up to Step 6 by \$1,250, above Step 6 by \$1,000. Individual remuneration increases with this step increase.
- d. Effective the date of Terms of Settlement been signed (and subsequent member ratification) SPP rates and the remuneration of those paid under the SPP rates will increase by \$1,000 per annum. The exception to this is SPP Level 1 for staff other than Psychologists will increase to \$94,000.
- e. Effective the date of Terms of Settlement been signed the Intern Psychologist and Education Specialist Trainee rates will be combined into one rate of \$50,628.

- f. Effective 1 January 2022 the restriction in the current Collective clause 3.1.1 (a) will move from a ceiling of Step 13 to a maximum of current Step 14. Staff currently capped at Step 13 who have been on Step 13 for at least 12 months on the 1st of January 2022 will move to Step 14 and other staff capped at step 13 will be able to progress to Step 14 on their next anniversary.
- g. Effective the 1<sup>st</sup> of January 2022 the current cap for staff limited to current Step 9 (Clause 3.1.1 (b)) is removed.
- h. The minimum starting step for Psychologists moves to new Step 5 (\$71,010) from 1 January 2022 (currently step 6).
- i. As soon as possible after ratification the Ministry will pay a \$300 taxable payment to every Field Staff union member to allow the Ministry pass-on of any terms and conditions of this agreement at its discretion twelve (12) weeks after the signing of Terms of Settlement.
- j. Employees with six months service on the top step will be able to apply to move to SPP One. It is anticipated that, unless there are exceptional circumstances, these applications will be viewed favourably.

These changes are shown in the tables below.

Steps	\$ rates ↑ 3% 1 Jan 2020	Steps	\$ rates effective 13 October 2021
1	52,110	1	58,928
2	54,736		
3	57,678	2	61,870
4	60,620		
5	63,666	3	64,916
6	66,713	4	67,963
7	69,760	5	71,010
8	72,702	6	73,952
9	75,853	7	77,103
10	79,005	8	80,005
11	82,052	9	83,052
12	86,464	10	87,464
13	88,250	11	89,250
14	91,192	12	92,192
15	95,079	13	96,079
16	96,000	14	97,000

Steps	\$ rate as at 1 January 2021	\$ rate as at [ratification]
Education Specialist Trainee		

1	43,495	50,628
2	46,437	
3	49,378	
<b>Intern Psychologist</b>		
1	49,378	

The following clause will be inserted at 3.13 'On call, call back call out'

### **On call**

Definition of on call

An employee is on call when they:

- (a) Have agreed to be on call; and
- (b) Have been rostered on and/or part of the traumatic incident team; and
- (c) Have agreed to carry, keep turned on and answer, a Ministry device and are able to fully undertake duties if required; and
- (d) Respond to calls from a manager and undertake allocated duties as directed; and
- (e) Report back to management on tasks undertaken.

As the employee is agreeing to be able to work if required, they must ensure that they are free from impediment and impairment. Failure to comply with these requirements may result in the employees' place on the on call roster being reviewed and, following due process, potentially removed from the roster.

Where 'on call' is required, each office will maintain a roster which will be made available to staff detailing those on call.

An employee who is rostered on call will be paid an allowance of \$140 per week (gross). For rostered periods of less than seven days, the allowance is \$20 (gross) per 24 hours.

### **Call back**

Where an employee who is on call is required to attend work at the request of a manager, after having left work and outside of standard working hours (8am to 5.05pm Monday to Friday), the following will apply:

- (a) An employee called back to work who does not continue working until their standard starting time shall be paid a minimum of 3 hours normal pay except that:
  - (i) Further call backs commencing and finishing within the minimum period covered by an earlier call back shall not be paid for.
  - (ii) Where a call back commences before and continues beyond the end of a minimum period for a previous call back, payment shall be made as if the employee had worked continuously from the beginning of the previous call back to the end of the later call back.

Reasonable paid time off to ensure sufficient rest after a call back will be agreed between the employee and manager. Employees will not be financially disadvantaged because of this

requirement and the agreed rest period, where it crosses over with normal working hours, will be considered as time at work.

At the request of the employee time in lieu may be taken instead of a payment. Any time in lieu must be taken as soon as possible after having been accrued.

In addition to the rates specified above, when an employee is required to undertake duty or responds to a standby call on a public holiday the employee will receive an alternative holiday and the applicable hourly rate.

### **Call out**

Where an employee not on call but is contacted by a manager outside of standard working hours and agrees to undertake the Ministry duties asked of them the following will apply:

- (a) A minimum of 3 hours will be paid at 1.5 times the employee's normal hourly pay; and
- (b) Reasonable paid time off to ensure sufficient rest after a call out will be agreed between the employee and manager.

If an employee is not on call and a manager attempts to contact them and request they undertake Ministry duties, there is no obligation for the employee to accept the call or to undertake the work requested.

For both call backs and call outs – where a manager notifies an employee about work to be undertaken during standard working hours but does not require or expect the employee to undertake work or disrupt their personal schedule no payment will be made.

## **5. Part 4 – Expenses**

Amend the wording of clause 4.2, Subscription to Professional Associations, to state:

*The Ministry will reimburse eligible staff for their Annual Practising Certificate and contribute up to an additional \$250 (gst inclusive) annually as a contribution toward professional body membership.*

*Eligible staff are those that require a practising certificate to perform their role or need to be registered to belong to their professional body.*

*For clarity – Professional Associations does not include union fees.*

Amend the wording of clause 4.4 Eyewear provision to replace 'VDU' with the words 'computer screen' and increase the cost payment for frames and lenses to a maximum of \$500 (GST inclusive).

## **6. Part 5 – Holidays and Leave**

Amend clause 5.1 Service Recognition as follows:

- 5.1.1 The Ministry will recognise prior service from 13 May 2003 with other departments of the Public Service as defined by Schedule Two of the Public Service Act or detailed below for the purpose of calculating continuous service for leave entitlements provided the employee claims such prior service within one month of this agreement coming into force (for existing employees) or one month of joining the Ministry (for new employees).
- Parliamentary Service
  - Service in the Education Service as defined in the Public Service Act 2020 and any subsequent amendments to it
  - Early Childhood Development
  - Specialist Education Services
  - Education Review Office
  - New Zealand Qualifications Authority
  - Skill New Zealand (formerly Education Training and Support Agency)
  - Careers NZ – Mana Rapuara Aotearoa
  - Teaching Council of New Zealand (and its predecessor bodies) Learning Media
  - Education Board Service
- Where an employee worked for a DHB or in the wider Public Service in a role that falls within coverage of this Collective Agreement that service will also be recognised provided the employee applied for this within one year of starting. Existing staff who this change applies to will have three months from the date of ratification to apply for such service to be recognised.
- 5.1.2 Leave for which continuous service is recognised are long service, sick and parental leave.
- 5.1.3 For the purposes of this clause (5.1) where redundancy has been paid out for service after 13 May 2003 continuous service will be deemed to be broken.
- 5.1.4 Continuous service is recognised as a result of the coming into effect of the public service common leave provisions and therefore service prior to 13 May 2003 will not be recognised. This clause works alongside clause 2.10.
- 5.1.5 An employee must apply for recognition of prior service within one year of commencing employment with the new public service agency.
- 5.1.6 Service in the Teaching Service For previous teaching service to be recognised, Teaching Service must be:
- (a) Teaching in New Zealand as a registered teacher and
  - (b) continuous, that is, the employee joined the Ministry within one month of leaving their employment in the Education Sector.
  - (c) Service will not be recognised if it ended with the employee medically retiring, accepting severance or other surplus staffing provisions.

Amend clause 5.3.1 Public Holidays to add the Matariki public holiday from 2022.

Add clause 5.8 to state:

#### *Family Violence Leave*

*The provisions of the Holidays Act or replacing legislation with regards to Family Violence shall apply.*

Amend clause 3.3.2 Accelerated Advancement to state:

The Employer may approve accelerated advancement through steps of the scale.

The parties acknowledge that the standard arrangements in the sector provide for annual step-by-step movement through the applicable 'automatic' progression range in the salary scale.

The parties acknowledge that nothing in the MUCA precludes movement through the salary steps more rapidly than by annual increment, nor is there any restriction on moving more than one step at a time (e.g., if indicated by advanced job content, skill shortage, responsibilities of the position, or the employee's level of performance). Such progression is at the discretion of the Employer, on the advice of People and Capability. An employee shall be able to involve their union representative in any application for accelerated advancement.

Amend clause 2.6.1 (a) to state:

- a) Employees can expect that workloads will be equitable, fair, reasonable and safe. The Ministry acknowledge the importance of appropriate caseloads for Field Staff in the interests of both quality outcomes and staff wellbeing. Both the manager and employee have an obligation to review workloads. Where the employee has concerns regarding workloads, this should be raised with their manager in the first instance for discussion and resolution. Should the matter not be resolved, escalation through a union representative with People Capability support may be appropriate.

## **7. Agreement outside of the Collective Agreement**

- A. The co-design of a new remuneration system during the life of this Agreement, to take effect at the commencement of a new Agreement in 2023 using Agile/Sprint Project Methodology. The remuneration system will reflect the Ministry principles:
  - freedom from bias and discrimination;
  - transparency and accessibility; and
  - consistency across the Ministry (including a common anniversary date).

The Ministry commits to:

- a. fund the costs of any external expert facilitators;
- b. share costs of any travel and accommodation for Union delegates to attend;

- c. ensure Tier Three representation in project meetings; and
- d. set up a project steering group led by the Chief People Officer with NZEI and APEX Organiser representation.

The Unions commit to use good faith best endeavours to progress work toward designing and agreeing a new remuneration framework in a timely fashion including:

- e. resourcing the project with Union employees as required; and
- f. ensuring appropriate Delegates are nominated to undertake the work

- B. Workload – An Agile/Sprint Project Methodology workgroup to review the Workload Tool to occur in Term Four of the 2021 school year.

The Ministry commits to:

- a. fund the costs of any external expert facilitators;
  - b. share costs of any travel and accommodation for Union delegates to attend;
  - c. ensure Tier Three representation in project meetings;
  - d. set up a project steering group led by a Tier Two manager from SE & S (or its replacement) with NZEI and APEX Advocate representation; and
  - e. use its best endeavours to deliver a mutually agreed new model by the end of Term Two of the 2022 school year.
- C. An ongoing commitment to continue to review individual cases where staff are abnormally low in the range or there are gender and/or ethnic pay gaps in accordance with Ministry policy.

**Signatories**

On behalf of the Ministry of Education:

Kate Tibbitts  
 Chief People Officer  
 Ministry of Education

\_\_\_\_\_

On behalf of NZEI (New Zealand Education Institute) Te Riu Roa:

Bella Pardoe  
 Executive Officer – Industrial  
 NZEI

\_\_\_\_\_

Omar Hamed  
 Advocate  
 APEX

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## **APPENDIX D**

### **Interim Skills Progression Pathway**

#### **Introduction**

These amended guidelines for the Skills Progression Pathway (SPP) are intended as an interim model while the parties develop and agree a new remuneration model.

The SPP acknowledges the work of senior field staff practitioners, 'over and above' learning and application of this internally within Learning Support and IWS and externally with the sector. They will be engaged in developing and practising advanced skills, in complex work with a high degree of autonomy, and being recognised for their leadership of practice including supervision, coaching, and mentoring of staff.

Those employees who are currently on or move to the top automatic step will be entitled to apply to move to the first step of the SPP scale. It is anticipated that, unless there are exceptional circumstances, these applications will be viewed favourably.

#### **Access**

1. Those employees who are currently on or move to the top automatic step relevant to their role (Step 16 for Psychologists and Step 13 for other roles) for six months can apply.
2. Applicants must have current registration with the relevant professional body (where required to work in designated roles in the Ministry).
3. Applicants must have met required performance requirements.

#### **Process**

4. Staff wishing to access the SPP should fill the relevant form (attached).
5. The application will define a body of work or project that the applicant can commence within 12 weeks and will continue for at least 9 months. Implementation and deliverable milestones at 6 weeks and every quarter will be included.

SPP projects must be applicable and relevant to the region the employee is based in. While plans may be replicated across teams in the geographical regions.

6. Joint applications will be accepted where there are evidence-based reasons for doing so.
7. Application forms will be:
  - a. Endorsed by the employees Service Manager; and
  - b. Approved by the Manager, Learning Support or equivalent.
8. SE & S will hold a central repository of approved applications and share these with unions where the applicant is a Union member – NZEI and APEX.

9. Where an application is rejected, either by the Service Manager or Manager, Learning Support the employee may appeal this rejection to the Director in the relevant region (In Auckland the Deputy Director).

### Criteria for Acceptance

10. Applicants to the SPP must demonstrate one of the following:
  - a. Capability building of their own skill set over and above that expected of a Top Step practitioner; and/or
  - b. The development of new and/or specialist skills that complement and grow their role as a practitioner; and/or
  - c. Professional leadership and/training of others either internal or external; and/or
  - d. Growing the cultural competence of others.
11. Applicants must explain how a group of either children, schools, early learning services or colleagues will benefit from one or more items listed above in 10.
12. Where an applicant provides evidence, they are already achieving one or more of the items in point 10 the Manager, Learning Support may approve progression to SPP Level one immediately.
13. Training undertaken as part of the normal and ongoing professional development is exempt from the SPP.

### Entry to and Exit from SPP

14. Entry to SPP will be at Level One.
15. Service Managers will review progress against the plan after 6 weeks and thereafter every quarter.
16. On the successful 6-week review of the plan the employee will move to SPP Level One. Note there are two separate SPP Level remuneration, one for ALL other roles and the other for Psychologists (refer to Part 3 of the collective agreement).
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Where an employee chooses this option, the Service Manager and the employee will adjust the plan to ensure the milestones are achievable within the agreed timeframes

and that the initial criteria in para 10 are still being achieved.

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### **SPP Levels Two and Three**

22. If an employee completes SPP Level 1 and wishes to expand the work into Level 2 and/or Level 3 of the current SPP framework they can so with the approval of the Manager, Learning Support.

## Skills Progression Pathway (SPP) Application

<b>Name:</b>	
<b>Position:</b>	
<b>Current Grade &amp; Step:</b>	
<b>Registration/Registration No:</b>	
<b>Location:</b>	

Skills Progression Pathway must align with one of following criteria (please select);

- Capability building of own skill base.
- Development of new or special skills.
- Professional leadership.
- Growing cultural competence of others.

There must be a quantifiable impact in one of the following areas (please select);

- Children
- School systems/Early Learning Services
- Colleagues

### **Proposal (an overview of the work to be performed).**

[Grab your reader's attention with a great quote from the document or use this space to emphasize a key point. To place this text box anywhere on the page, just drag it.]

**Plan (include dates/ milestones/ actions).**

[Grab your reader's attention with a great quote from the document or use this space to emphasize a key point. To place this text box anywhere on the page, just drag it.]

**Expected Success (brief description of expected outcome).**

**Costs (estimated expenditure/ hours required/ personnel involvement).**



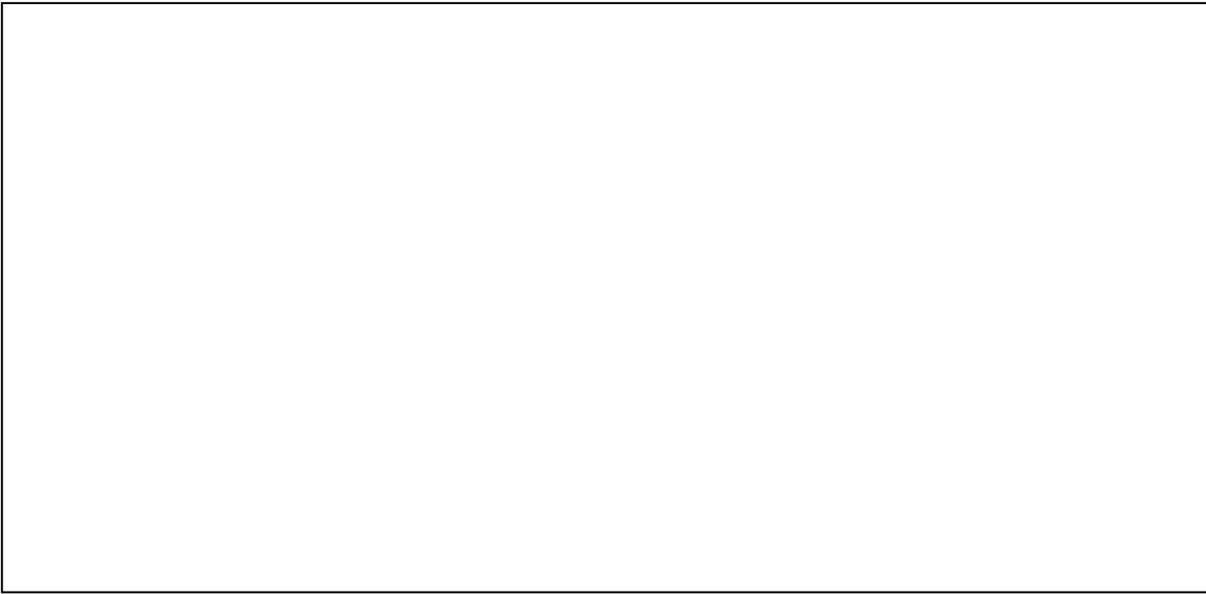
**Service Manager's Endorsement of Proposal (include signature & date).**

**Manager Learning & Support Approval (signature & date).**

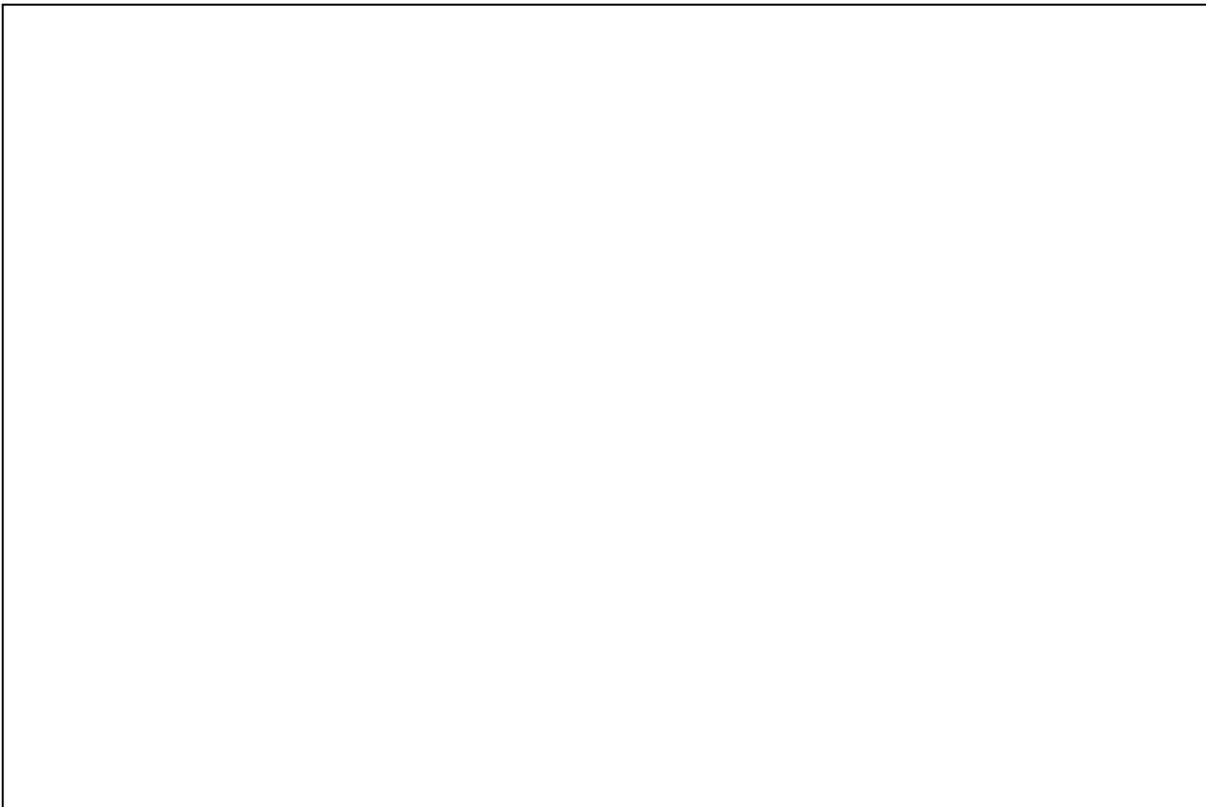
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**PROGRESS REPORTING BY SERVICE MANAGER**

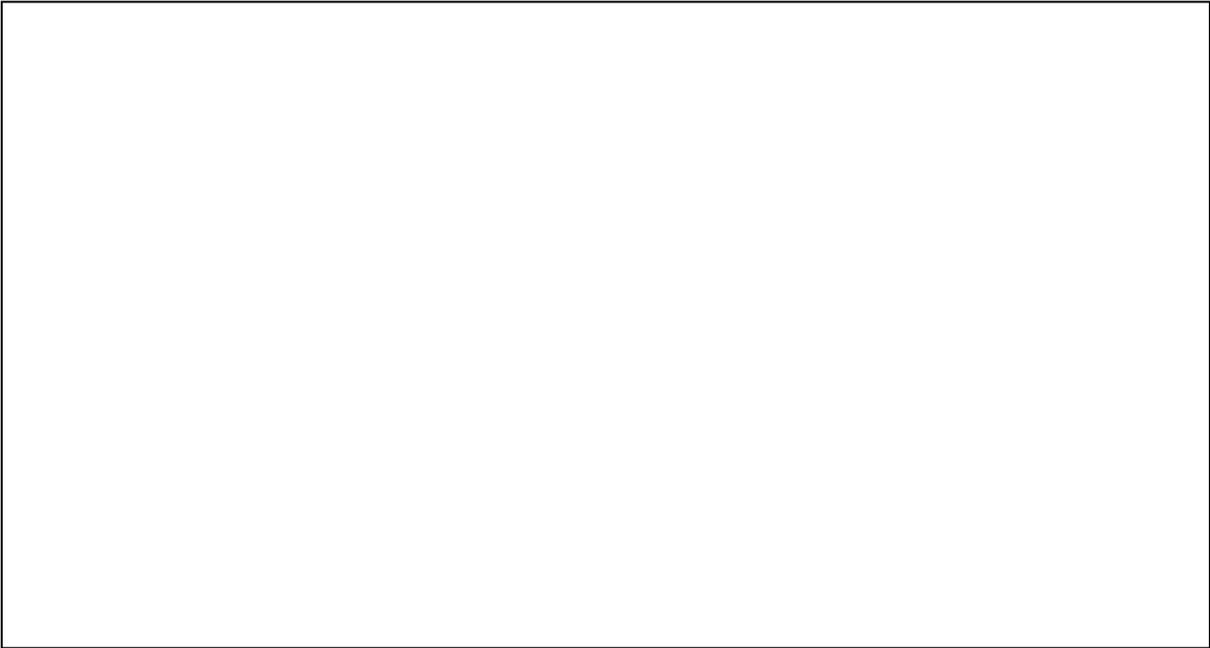
*Six Weeks (from commencement).*

A large, empty rectangular box with a thin black border, intended for the service manager to report progress at the six-week mark.

*12 Weeks (from commencement).*

A large, empty rectangular box with a thin black border, intended for the service manager to report progress at the twelve-week mark.

*18 Weeks (from commencement).*



*24 Weeks (from commencement).*

