

Part Two - Terms of Employment

2.1 Good Employer/Equal Employment Opportunities [s.77A State Sector Act 1988]

2.1.1 Every employer bound by this agreement shall:

- (a) Operate a personnel policy that complies with the principles of being a good employer; providing equal access and consideration and equal encouragement, in areas of recruitment, selection, promotion, conditions of employment and career development, for people to pursue their careers without their chances being reduced by factors which are irrelevant to the requirements of the position, for example, race, sex, sexual orientation, country of origin, marital status, family responsibilities, age, disability and HIV status;
- (b) Make provision for:
 - (i) good and safe working conditions; and
 - (ii) the impartial selection of suitably qualified persons for appointment;
 - (iii) take all reasonable steps to remove obstacles which may impact on the:
 - aims and aspirations of Māori people;
 - employment needs of the Māori people;
 - need for the greater involvement of the Māori people in the education service;
 - (iv) take all reasonable steps to remove obstacles which may impact on the:
 - aims, aspirations and employment needs of women;
 - aims, aspirations and employment needs of people with disabilities;
 - aims, aspirations, employment needs and cultural differences of ethnic or minority groups;
 - (v) opportunities for the enhancement of the abilities of individual employees;
- (c) Develop, publish and comply with an equal employment opportunities programme in accordance with the above, on a yearly basis.

2.1.2 Attention is drawn to the good employer provisions of the State Sector Act 1988. These provisions in this Act or any amendment or Act passed in substitution of this Act shall apply with particular regard to good and safe working conditions and opportunities for the enhancement of the abilities of individual teachers.

2.2 Appointments

2.2.1 In appointing the person best suited to the position the board of trustees will have regard to the experience, qualifications and abilities relevant to the position and such other relevant matters as it determines. Good employer and equal employment opportunities principles and responsibilities shall be applied and demonstrated in appointment procedures.

2.2.2 Advertising and Appointments

- (a) The following vacant positions or roles must be advertised in the Education Gazette at least 14 days before the date specified in the advertisement as the closing date for applications, and no appointment (provisional or otherwise) shall be made before that closing date:
 - (i) permanent full-time positions;
 - (ii) permanent part-time positions;
 - (iii) long-term relieving positions of more than one term;
 - (iv) fixed-term positions of more than one term;
 - (v) permanent Community Teacher (within school) roles, whether full-time or part-time.

Note: *It is not necessary to advertise where, by the agreement of the board of trustees, an existing permanent full-time employee transfers to a permanent part-time position within the same school.*
- (b) A Community Teacher (across community) role is not required to be advertised in the Education Gazette but must be advertised within the Community. Where the appointment at the end of the initial fixed-term period of up to two years is renewed in accordance with clause 3.32.4, that renewal does not need to be advertised.

- (c) A fixed-term Community Teacher (within school) role, of one school year or less, is not required to be advertised in the Education Gazette, but must be advertised within the school.
- (d) In circumstances where clause 3.31 applies advertising in the Education Gazette is not required, but the role shall be advertised within the Community.
- (e) The allocation of fixed-term units to an existing employee does not require the position held by the employee to be advertised.
- (f) No person shall be appointed permanently to any position unless that person is eligible to be appointed to such a position in a state or integrated area school.
- (g) 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.
- (h) Part-time teachers' hours of work shall be confirmed as follows:
 - (i) All part-time teachers shall have their hours of work confirmed in writing on appointment.
 - (ii) Any agreed changes to permanent hours of work will be confirmed in writing.
 - (iii) Any non-permanent hours of work that apply for a period of four weeks or more shall be confirmed in writing.
- (i) Fixed-term teachers shall, in their letter of appointment, be advised when or how the employment will end and the reason for it ending in that way.

2.2.2A Fixed-term (non-permanent) employment

- (a) Full-time and part-time teachers may be employed on a fixed-term (non-permanent) basis where the employer and the employee agree that the employee's employment will end:
 - (i) At the close of a specified date or period; or
 - (ii) On the occurrence of a specific event; or
 - (iii) At the conclusion of a specific project.
- (b) Before an employee and employer agree that the employment of the employee will end in a way specified in clause 2.2.2A(a), the employer must have genuine reasons based on reasonable grounds for specifying that the employment of the employee is to end in that way.
- (c) The following are not genuine reasons for the purpose of clause 2.2.2A(b):
 - (i) To exclude or limit the rights of the employee under the Employment Relations Act 2000;
 - (ii) To establish the suitability of the employee for permanent employment.

2.2.3 Job sharing appointments

- (a) Where two people apply to share any advertised permanent full-time position and the employer is satisfied that the job share applicants are the best suited for appointment and that the arrangements for sharing the position are acceptable to it then the position shall be filled as a job share position and the applicants appointed.
- (b) Teachers who are job sharing a permanent full-time position are entitled to the same terms and conditions of employment as permanent full-time teachers.
- (c) Where a teacher who is job sharing resigns or is removed from the position the other teacher shall elect to:
 - (i) Take up the entire full-time position; or
 - (ii) Find another sharer acceptable to the employer for the same or different proportion of the time as previously.
 - (iii) With the agreement of the employer, continue employment as a permanent part-time employee, with either the same or different proportion of time.
- (d) Where one teacher who is job sharing takes leave which entails absence for a period of time the other sharer shall:
 - (i) Elect to relieve in the vacant slot; or
 - (ii) Find another sharer acceptable to the employer who would be a reliever; or
 - (iii) Take leave also, in which case the employer may appoint a reliever.
- (e) Where it is proposed to vary the agreed proportions of time in a position the job sharers shall give one month's notice to the employer of their wish to do so, provided that no changes to such proportions of time shall be made without the consent of the employer.

- (f) Where the holder of a permanent full-time position wishes to job share that teacher's position and the employer is satisfied with the job share arrangements, and the teachers are suitable, they shall be appointed without advertising.

(d)

(e)

(f)

2.4 Teacher Conduct and Discipline

- 2.4.1 Where a breach of discipline appears to have occurred, the employer shall determine whether disciplinary procedures should be initiated.

Where the employer considers it appropriate it shall make initial enquiries to establish whether the disciplinary procedures should be initiated.

In some cases, where the facts are clear and acknowledged, resolution may be achieved informally by discussion between the parties without the need for initiating the disciplinary procedures.

The teacher shall be informed of any allegation of a breach of discipline and of his/her right to consult the union and of the right to be represented at any stage.

- 2.4.2 Questions of conduct or discipline should be handled fairly in a manner which protects the mana and dignity of the teacher concerned. Teachers may seek whanau, family, professional and/or union support in relation to such matters.