
Community Education Collective Agreement

2022 - 2025

Between the Secretary for Education
and the New Zealand Post Primary
Teachers' Association

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PART ONE: APPLICATION

1.1 PARTIES TO THIS AGREEMENT

The parties to this agreement shall be the Secretary for Education, acting under delegation from the Public Service Commissioner made pursuant to Clause 6 of Schedule 3 of the Public Service Act 2020 and acting in accordance with Section 586 (5) of the Education and Training Act 2020, and the New Zealand Post Primary Teachers' Association Te Wehengarua (hereafter "the NZPPTA" or "the Union").

1.2 APPLICATION OF THIS AGREEMENT

This agreement shall be binding on:

- Each employee defined in the coverage clause ("the employee"), who is employed by a school board of a state or state integrated school (excluding the Correspondence School) and who is, or who becomes, a member of the NZPPTA and who is entitled under the Employment Relations Act 2000 to be bound by this agreement.
- Each school board (or Commissioner, where relevant) of a state or state integrated school (excluding the Correspondence School), hereafter referred to as "the employer", that employs an employee that is bound or entitled to be bound by this agreement.

1.3 COVERAGE

This collective agreement covers work undertaken by:

- (i) tutors, coordinators, professional supervisors and coordinator assistants (as those terms are defined in this agreement) employed by school boards in the provision of adult and community education (ACE), and
- (ii) tutors, coordinators, professional supervisors and coordinator assistants (as those terms are defined in this agreement) employed by school boards in the provision of Ministry of Education | Te Tāhuhu o te Mātauranga funded out of hours music and art programmes for children in Year 1–8 (OOHMA).

1.4 EMPLOYEES BOUND SUBSEQUENT TO SETTLEMENT

- 1.4.1 New employees whose work falls within the coverage clause of this agreement shall, in accordance with the Employment Relations Act 2000, be advised of the existence of this collective agreement and be offered the opportunity to join the NZPPTA and thereby become bound by this collective agreement.
- 1.4.2 Employees whose work falls within the coverage clause and who join the NZPPTA subsequent to the date on which this agreement is signed and thereby become bound by this agreement shall only be entitled to have the provisions of this agreement apply to them from the date on which they joined the NZPPTA.

1.5 VARIATIONS

The parties agree that the terms and conditions of this agreement may be varied by written agreement between the NZPPTA on behalf of its members, and the Secretary for Education, acting under delegation from the Public Service Commissioner made pursuant to Clause 6 of Schedule 3 of the Public Service Act 2020.

1.6 TERM OF THIS AGREEMENT

This agreement shall come into effect from 1 December 2022 and shall continue in force until 27 February 2025

1.7 APPOINTMENTS

The parties recognise the strong predominance of fixed term employment under the agreement, however, for every appointment an employer is required to determine whether it is fixed term or permanent, applying s.66 of the Employment Relations Act as printed below:

66 Fixed term employment

- (1) An employee and an employer may agree that the employment of the employee will end---
 - (a) at the close of a specified date or period; or
 - (b) on the occurrence of a specified event; or
 - (c) at the conclusion of a specified project.
- (2) Before an employee and employer agree that the employment of the employee will end in a way specified in subsection (1), the employer must---
 - (a) have genuine reasons based on reasonable grounds for specifying that the employment of the employee is to end in that way; and
 - (b) advise the employee of when or how their employment will end and the reasons for their employment ending in that way.
- (3) The following reasons are not genuine reasons for the purposes of subsection (2)(a):
 - (a) to exclude or limit the rights of the employee under this Act;
 - (b) to establish the suitability of the employee for permanent employment
 - (c) to exclude or limit the rights of an employee under the Holidays Act 2003.
- (4) If an employee and an employer agree that the employment of the employee will end in a way specified in subsection (1), the employee's employment agreement must state in writing:
 - (a) the way in which the employment will end; and
 - (b) the reasons for ending the employment in that way.
- (5) Failure to comply with subsection (4), including failure to comply because the reasons for ending the employment are not genuine reasons based on reasonable grounds, does not affect the validity of the employment agreement between the employee and the employer.
- (6) However, if the employer does not comply with subsection (4), the employer may not rely on any term agreed under subsection (1):
 - (a) to end the employee's employment if the employee elects, at any time, to treat that term as ineffective; or
 - (b) as having been effective to end the employee's employment, if the former employee elects to treat that term as ineffective.

1.8 ADDITIONAL PAYMENTS

- 1.8.1 The parties to this Agreement recognise the value in their ongoing and productive relationship, including their joint efforts to ensure community education employees are valued and well supported. Collective bargaining is a key part of those joint efforts.

1.8.2 In recognition of the benefits arising out of the parties' relationship, including the PPTA's role in negotiating terms and conditions for community education employees, each full-time employee who was a member of the PPTA as at 5 May 2023 will be paid a one-off payment of \$750 gross.

The payment will be pro-rated for:

- (i) part-time employees based on their full-time equivalent (FTE) as at 5 May 2023.
- (ii) Casual employees who have worked a minimum of 8 hours over the period 1 July to 30 November 2022, based on the of the total number of hours worked in proportion to 1.0 FTE during that period. Casual employees who worked less than 8 hours during that period are not entitled to the payment.

Employees who were a member of the PPTA as at 5 May 2023 and on that day were on approved unpaid leave under Part 5 of this agreement, are entitled to receive the one-off payment of \$750 gross when they return to work, providing that they return on or before the end of Term 2, 2023 or on or before the end of Term 4, 2023 for those on parental leave. The payment will be based on the calculation for the position that would have been applicable on 5 May 2023 had they not been on approved leave.

An employee may be eligible to have the payment calculated under more than one category. However, no eligible employee will receive a total gross payment that is less than \$75 or more than \$750 in total.

1.8.3 A one-off lump sum of \$500 gross will be paid to all full-time employees who are employed on 1 December 2023.

The payment will be pro-rated for:

- (i) part-time employees based on their full-time equivalent (FTE) as at 1 December 2023.
- (ii) casual employees who have worked a minimum of 8 hours over the period 1 July to 30 November 2023, based on the of the total number of hours worked in proportion to 1.0 FTE during that period. Casual employees who worked less than 8 hours during that period are not entitled to the payment.

Employees who are on approved unpaid leave under Part 5 of this agreement on 1 December 2023 are entitled to receive the one-off payment of \$500 gross when they return to work, providing that they return on or before the end of Term 2, 2024 or on or before the end of Term 4, 2024 for those on parental leave. The payment will be based on the calculation for the position that would have been applicable on 1 December 2023 had they not been on approved leave.

An employee may be eligible to have the payment calculated under more than one category. However, no eligible employee will receive a total gross payment that is less than \$50 or more than \$500 in total.

Note: Clause 1.8 will be removed in subsequent collective agreements.

PART TWO: ROLE DEFINITIONS

For the purposes of this agreement the roles covered are defined as below, regardless of the titles used by individual employers.

ACE is an abbreviation of Adult and Community Education.

OOHMA is an abbreviation of Out of Hours Music and Art.

A **Coordinator** is a person employed to coordinate a programme of community education courses or out of hours music and art run by a school board or boards of a state or state integrated school or schools.

A **Teaching Coordinator** is a coordinator, who either:

- is employed concurrently as a teacher within the same school under the terms of the applicable teacher's collective agreement, or
- was previously employed as a teaching coordinator within that school and continues as a coordinator even though they no longer teach classes within the school.

A **Non-teaching Coordinator** is a coordinator who is not a teaching coordinator and is graded as follows.

- Grade One: administers and coordinates the community education/OOHMA programme on a day-to-day basis.
- Grade Two: in addition to the Grade One duties has a strategic focus including significant community liaison and marketing, and may include professional leadership.
- Grade Three: in addition to the Grade Two duties and responsibilities, involves:
 - professional leadership in the development of ACE or OOHMA networks; and
 - identifying and meeting wider community needs; and
 - responsibility for the professional development of tutors and others within the ACE or OOHMA sector.

A **Professional Supervisor** assists the coordinator and their duties include the assessment of, coaching of, and providing guidance to tutors.

A **Coordinator Assistant** assists the coordinator and their duties do not include the assessment of, coaching of, and providing guidance to tutors.

A **Tutor** instructs a class or a course which is part of an ACE or OOHMA programme.

PART THREE: REMUNERATION

3.1 TUTORS

3.1.1 The minimum hourly rates for tutors are as follows:

Step	Current	From 1 December 2022	From 1 December 2023
1	\$ 32.56	\$34.48	\$35.52
2	\$ 43.24	\$45.16	\$46.52

3.1.2 Application of salaries – ACE

- (a) **An ACE tutor** shall be placed on step 1 unless:
- (i) The tutor satisfies the coordinator that they have either successfully completed a recognised course in the tutoring of adults, or holds a Diploma of Teaching, and has at least 100 hours of adult tutoring experience; or
 - (ii) The tutor has completed 200 hours of ACE tutoring.
 - (iii) The tutor was placed on step 2 of the salary scale prior to this agreement coming into force.

Where (i), (ii) or (iii) above apply, a tutor shall be placed on step 2.

- (b) Subject to verification, other experience of tutoring adult students (including in continuing education programmes, polytechnics, universities, colleges of education, and equivalent organisations either in New Zealand or overseas) shall be considered as relevant experience for placement on step 2 under 3.1.2(a)(i) and (ii).

Note: Where an ACE tutor is also a fully registered teacher nothing in 3.1.2 (a) (i) shall prevent an employer choosing to place that teacher on step 2.

3.1.3 Application of salaries – OOHMA

An **OOHMA tutor** shall be placed on step 1 unless the tutor has completed 200 hours of OOHMA tutoring.

3.1.4 Cancelled classes

- (a) **Cancelled ACE classes** – from 5 May 2022 tutors of classes that are cancelled because no students attend shall be paid for one hour only regardless of the normal duration of the class. If the tutor is notified at least twenty-four hours beforehand of the cancellation of the class, no payment will be made.
- (b) **Cancelled OOHMA classes** – from 5 May 2022 the payment of tutors for OOHMA classes that are cancelled and subsequently rescheduled will be made as usual and not delayed to the date of the rescheduled class.

3.2 COORDINATORS

3.2.1 Teaching Co-ordinators in all ACE programmes shall (except as provided in 3.2.2) be given a time allowance based on the size of their position, as set out below:

Size of position (Full-time equivalent)	Time Allowance (Weekly teaching half days per school year)
0.1	1
0.2	2
0.3	3
0.4	4
0.5	5
0.6	6
0.7	7
0.8	8
0.9	9
1.0 (FT)	10

Note 1: The above time allowances for a teaching coordinator are based on a teacher's weekly timetabled hours (e.g., 25 hours per week in the Secondary Teachers' Collective Agreement, see clause 5.2.2).

3.2.2 The remuneration rates (and related time allowance) for a **Teaching Coordinator** who is not concurrently employed as a teacher within the school are the relevant rates within the applicable teachers' collective agreement. That employee's other conditions are as per this agreement (including Clause 7.3) except where more advantageous conditions are agreed in writing with the employer.

3.2.3 The minimum rate of pay for **Non-Teaching Coordinators** (see Part Two) shall be as follows:

Grade	Current	From 1 December 2022	From 1 December 2023
Grade one	\$28.41	\$30.33	\$31.29
Grade two	\$33.29	\$35.21	\$36.27
Grade three (annual salary)	\$79,452	\$83,452	\$85,956

3.2.4 In addition to the time allowances/salary outlined in 3.2.1 and the rate specified in 3.2.3, the ACE coordinator with overall responsibility for the programme shall be entitled to receive a responsibility allowance paid at the rate set out in the table below unless they hold a permanent or fixed term unit or units (or 3R payments) for ACE which exceed the relevant payment listed below:

Size of position (Full-time equivalent)	Annual allowance Current rate
0.1	\$545
0.2	\$1,089
0.3	\$1,361
0.4	\$1,634
0.5	\$2,178
0.6	\$3,266
0.7	\$3,811
0.8	\$4,900
0.9 – 1.0	\$5,989

3.3 PROFESSIONAL SUPERVISORS

The professional supervisors' minimum hourly rate of pay is as follows:

Current	From 1 December 2022	From 1 December 2023
\$48.89	\$50.81	\$52.34

3.4 COORDINATOR ASSISTANTS

The coordinator assistants' minimum hourly rate of pay is as follows:

Current	From 1 December 2022	From 1 December 2023
\$25.94	\$27.86	\$28.82

3.5 HOURS OF WORK

Employees will be paid for all hours required to perform their role, as agreed by the employer and employee. The employee's step or grade (if applicable) and their hours will be recorded in writing at the time of employment and set in accordance with the requirements of the role. Any subsequent agreed changes to hours of work will be recorded in writing.

In addition to tuition, examples of role requirements to be counted towards the paid hours of tutors include:

- Lesson planning and preparation
- Preparation of resources
- Administration, meetings, and reporting
- Student activities, including examination preparation

PART FOUR: LEAVE

[Note: Except as provided under 3.2.2 above, a Teaching Coordinator's provisions in relation to leave are contained within the appropriate teachers' collective agreement.]

4.1 PUBLIC HOLIDAYS

4.1.1 The following days shall, in accordance with the Holidays Act 2003, 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, the birthday of the Reigning Sovereign, Labour Day, Matariki and Provincial Anniversary Day.

4.1.2.1 If an employee does not work on a public holiday and the day would otherwise be a working day for the employee, the employer must pay the employee not less than the employee's relevant daily pay for that day.

4.1.2.2 If it is unclear whether a day would otherwise be a working day for the employee, the employer and employee must take into account the factors in 4.1.2.3 below with a view to reaching agreement on the matter.

4.1.2.3 The factors are:

- (a) the employee's employment agreement;
- (b) the employee's work patterns;
- (c) any other relevant factors, including:
 - (i) whether the employee works for the employer only when work is available
 - (ii) the employer's rosters or other similar systems
 - (iii) the reasonable expectation of the employer and the employee that the employee would work on the day concerned.

4.1.2.4 As provided under section 13 of the Holidays Act 2003 if the employer and employee cannot agree as per 4.1.2.2 and 4.1.2.3 above on whether a specific day would otherwise be a working day the issue may be referred to a Labour Inspector for determination.

4.1.3 Where an employee is required to work on a public holiday they shall receive a minimum payment of time and a half for the time required to be worked on the day. Except as provided under the Holidays Act 2003, the employee shall also be entitled to an agreed alternative holiday.

4.2 ANNUAL LEAVE AND HOLIDAY PAY

4.2.1 The provisions of the Holidays Act 2003 will apply in relation to annual leave.

4.2.2 Where an employee is either fixed term for less than 12 months or irregularly employed as per s.28 of the Holidays Act 2003, the employer shall pay annual holiday pay with the employee's pay unless otherwise agreed. Holiday pay shall be 8% of gross earnings and paid as an identifiable component of the employee's pay.

4.2.3 A permanent employee whose employment pattern does not fall under 4.2.2 above shall receive their annual leave entitlement during the end of year closedown except as otherwise agreed. This shall be 8% in the employee's first year of entitlement. Thereafter the entitlement shall be 4 week's annual leave per annum.

Note: *The parties would, in general terms, see tutors, liaison assistants and professional supervisors falling under 4.2.2 and non-teaching coordinators under 4.2.3.*

4.3 SICK LEAVE AND BEREAVEMENT LEAVE FOR PERMANENT AND FIXED-TERM EMPLOYEES

4.3.1 An employee who has completed six months of continuous employment with the employer is entitled to the sick leave and bereavement provisions, set out in clause 4.3.2 through 4.3.9. The employer may agree to more generous provisions.

Sick Leave

4.3.2 After 6 months continuous employment, the employee will be entitled to 10 days paid sick leave in each subsequent 12 months of employment.

4.3.3 Unused sick leave can be accumulated, up to a maximum of 20 days.

4.3.4 A fixed-term employee, whose break in fixed-term employment with the same employer is less than three months, will have their employment considered to be continuous for the purposes of clause 4.3.2.

4.3.5 Sick leave can be taken where the employee is sick or injured, or where the employee's partner or dependent is sick or injured.

4.3.6 The employee must advise their employer as soon as practicable from the time they are aware that sick leave will be taken.

Bereavement Leave

4.3.7 Notice to employer

An employee who intends to take bereavement leave will inform their manager, as soon as they can, of their relationship to the person who has died, and the dates they intend to be away from work.

4.3.8 Close relationships

An employee is entitled to three days paid bereavement leave in relation to the death of the employee's parent, grandparent, sibling, child (including miscarriage or stillbirth), grandchild, partner, or parent of the employee's partner.

4.3.9 Other persons

An employee will receive one day paid bereavement leave if the employer accepts that the employee has suffered bereavement through the death of a person who is not a close relative.

The employer must consider the closeness of association (which does not have to be a blood-relationship), whether the employee has significant responsibilities for arrangements for the ceremonies, and/or the cultural responsibilities of the employee in relation to the death.

The employer will make a decision quickly, so the employee has as much time as possible to make necessary arrangements.

4.4 SICK LEAVE AND BEREAVEMENT LEAVE FOR CASUAL EMPLOYEES

- 4.4.1 If the employee works for the employer an average of at least 10 hours a week during a six-month period, and no less than one hour in every week, or 40 hours per month during that period, the employee will become entitled, in any ensuing 12-month period of employment, to sick and bereavement leave as outlined in clause 4.3. Any such leave will be paid in accordance with the Holidays Act 2003.

Note: For the purpose of 4.4 a casual employee works on an irregular basis, as and when required, and with no expectation of ongoing employment.

4.5 PARENTAL LEAVE

Parental leave shall be allowed in accordance with the requirements and provisions of the Parental Leave and Employment Protection Act 1987 or any amendment or Act passed in substitution for this Act. Further information at info@mbie.govt.nz.

4.6 FAMILY VIOLENCE LEAVE

Family Violence Leave as provided for by the Holidays Act 2003 is in addition to other leave allowances within the collective agreement.

PART FIVE: REIMBURSEMENT

5.1 USE OF PRIVATE VEHICLES FOR OFFICIAL BUSINESS

An employee who is required by the employer to use their private vehicle for official business shall be reimbursed for that usage at the following rates:

Motor Car – Annual kilometres on official business:
0 – 1600 kilometres 62 cents per kilometre
over 1600 kilometres 47 cents per kilometre

5.2 REIMBURSEMENT OF COURSE ASSOCIATED COSTS

ACE and OOHMA personnel shall be reimbursed for approved expenditure related to their course (e.g. stationery, materials, etc) on production of receipts.

PART SIX: UNION ISSUES

6.1 UNION DEDUCTIONS

- 6.1.1 In accordance with authorities signed by persons bound by this agreement the employer shall arrange for the deduction of union subscriptions for all such union members except in cases agreed between the employer and the union.
- 6.1.2 The manner of deduction and remittance shall be determined by agreement with the general secretary of the union.
- 6.1.3 Except as otherwise agreed between the parties, the commission payable by the NZPPTA for this service shall not exceed 2.5% of the aggregate sum of the amount deducted.
- 6.1.4 The employer shall, at the time of appointment and in accordance with s.62 of the Employment Relations Act 2000, advise every employee that they may join the NZPPTA and thereby become bound by this Agreement, and will supply the employee with information on how to contact the union.

6.2 UNION MEETINGS

- 6.2.1 In accordance with the Employment Relations Act 2000 and subject to clauses 6.2.2 to 6.2.5 of this section, every employer shall allow every union member employed by that employer to attend, on ordinary pay, at least two union meetings (each of a maximum of two hours' in each calendar year). Payment shall occur to the extent that the employer would otherwise be working for the employer during the meeting.
- 6.2.2 The union shall give the employer at least 14 days' notice of the date and time of any union meeting to which subclause 6.2.1 of this section is to apply.
- 6.2.3 The union shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.
- 6.2.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any union member for a period greater than two hours in respect of any meeting.
- 6.2.5 Only union members who actually attend a union meeting shall be entitled to pay in respect of that meeting and to that end the union shall supply the employer with a list of members who attended and shall advise the employer of the time the meeting finished.

PART SEVEN: RESTRUCTURING ETC

7.1 TECHNICAL REDUNDANCY

If a technical redundancy situation arises during the term of this agreement, where the work of an employee is contracted out or the operation or part of the operation of the employer is transferred or sold, the parties will meet to discuss how to deal with the situation and endeavour to reach a mutually agreeable solution that does not disadvantage those employees affected. Depending on the circumstances 7.2 and/or 7.3 below may be applicable.

7.2 EMPLOYMENT PROTECTION PROVISIONS

7.2.1 Where work undertaken by an employee covered by this Agreement will be, or is likely to be undertaken by a new employer, the employer will:

- (i) provide the new employer with details of the work currently performed by the employees concerned together with details of the terms and conditions of their employment; and
- (ii) seek a proposal for the employment of the affected employees by the new employer, including the terms and conditions upon which those employees would be offered employment by the new employer; and
- (iii) arrange to meet with the new employer for the purpose of negotiating on the proposal; and
- (iv) notify a representative of the PPTA where any member may be affected.

7.2.2 The following shall be matters for negotiation with the new employer in relation to employees affected by the restructuring:

- (i) the number and type of positions that will be offered by the new employer to employees affected by the restructuring;
- (ii) the terms and conditions of employment to be offered to those employees (including whether the employees will transfer to the new employer on the same terms and conditions of employment); and
- (iii) the arrangements, if required, for the transfer of any accrued benefits and entitlements in relation to those employees.

7.2.3 At the time of the restructuring the employer and any affected employees will meet to negotiate on what entitlements if any will be available to those employees who are not employed by the new employer. Notice requirements in relation to specific coordinators are set out in 7.3 and 7.4. While recognising some difficulties may exist these periods of notice should be taken into account in relation to other employees under this agreement.

7.3 SURPLUS STAFFING: NON-TEACHING COORDINATORS

7.3.1 The following provisions shall apply to permanent non-teaching coordinators and shall not apply to any fixed term employee. They include a permanent Teaching Coordinator who is not concurrently employed as a teacher within the same school.

- 7.3.2 A surplus staffing situation may arise when the work undertaken by the employee ceases to exist. This may be the result of the restructuring of the whole or any part of the employer's operations because of, for example:
- the reorganisation or review of work; or
 - change of status or closure of the school, or the sale or transfer of all or part of the school.
- 7.3.3 The employer shall, at least one month prior to issuing notice of termination, advise the affected employee(s) of the possibility of a surplus staffing situation. During this period the employer shall consider whether or not it is able to offer an alternative position within the school with terms and conditions that are no less favourable, which may also entail on the job retraining. Where relevant the provisions of 7.2 above will also apply.
- 7.3.4 An employee identified as surplus in terms of 7.3.3 above shall be given a minimum of one month's written notice of termination of employment. Except in exceptional circumstances (e.g., long-term sick leave), or as agreed with the employee, this notice shall be given at such a time as to ensure it covers a period of a full month during which the employee is paid and at work.
- 7.3.5 During the notice of termination period both the employer and the employee shall make reasonable efforts to locate alternative employment for the employee. The employer will provide reasonable paid time to attend interviews, where prior approval will not be unreasonably withheld.
- 7.3.6 In the event that a reasonable offer of employment in the education or state service is made the employer's responsibilities under these provisions shall be fulfilled. As reasonable offer of employment shall constitute an offer of employment that:
- is in the same location or within reasonable commuting distance;
 - has comparable duties and responsibilities; and
 - has terms and conditions that are no less favourable
- providing the employment being offered is available to be taken up by the employee prior to or at the conclusion of the notice of termination period.
- 7.3.7 If the offer of employment referred to in 7.3.6 is not a reasonable offer by reason only that it is not available to be taken up by the employee before or at the conclusion of the notice period, the employer may extend the notice period until such time as the position is available to be taken up by the employee; and under these circumstances the offer shall be deemed to be reasonable.
- 7.3.8 The employee may be made an offer of employment prior to the disestablishment of the current position either within the education or state service. This offer may be to a lower graded position to that previously held or to a position with reduced hours and will include an allowance which provides some recognition of the reduced income arising from the new position. For the avoidance of doubt, any such allowance forms part of the employee's ordinary weekly pay for Holidays Act purposes. Where the employee accepts such an offer the employer's responsibilities under 7.3.9 below shall be fulfilled. Where the employee does not accept such an offer the provisions of 7.3.9 shall apply.

7.3.9 Except as provided under 7.3.8 above, where a reasonable offer of employment is not made before the expiry of the notice of termination period the employee will be entitled to redundancy pay calculated as follows:

- (a) 6 weeks pay for the first year of service and two weeks pay for every year or part year thereafter to a maximum of 30 weeks pay in total.

Note:

1. *This is calculated on average gross weekly earnings as a non-teaching coordinator over the previous 12 months service.*
2. *A worker with less than one year's service shall receive a pro-rata payment.*

For the purposes of the redundancy calculation the definition of service is the service as a coordinator with the current employer provided that no period of service that ended with the employee receiving a redundancy or severance payment shall be counted as service.

- (b) All holiday pay and wages owing.

7.3.10 A work reference or record of service shall be provided on the employee's request.

7.4 SURPLUS STAFFING: TEACHING COORDINATORS

7.4.1 The employer and teaching coordinator may agree at any time to the teaching coordinator replacing their ACE time allowance with equivalent teaching time within the school.

7.4.2 The following provisions shall apply where the employer either withdraws from ACE or otherwise alters its involvement, so that the ACE time allowance allocated to a permanent teaching coordinator is placed at risk.

7.4.3 Where the employer is seriously considering a course of action which places the teaching coordinator's ACE/OOHMA role at risk a meeting shall be held, including the coordinator and/or their representative, with a view to reaching an agreed resolution prior to any final board decision. This shall be held at least two months prior to any decision in ACE/OOHMA provision at the school and within a timeframe that ensures that the return to teaching is a viable option.

7.4.4 Where the ACE/OOHMA coordination role is to be disestablished, the employee shall receive at least two month's notice. As a first option the employer shall enable a return to full-time permanent teaching for the teaching coordinator by the use of attrition or other non-permanently allocated teaching hours wherever possible. A teaching coordinator may require additional professional development in moving to a full-time teaching role.

7.4.5 Where before or during the notice period the employer offers the coordinator equivalent teaching time to any coordination time lost, this shall constitute a reasonable offer of employment and the coordinator shall have no entitlement to surplus staffing provisions.

- 7.4.6 Where the employer is looking to combine allocated ACE/OOHMA funding with another employer resulting in the creation of a similar or larger position this would also be discussed with the coordinator. Attention is also drawn to 7.2 of this collective agreement (Employment Protection Provisions) which will be relevant in certain circumstances.
- 7.4.7 Where the employee receives an offer from the new employer this will need to be discussed with the current employer in relation to the teacher's ongoing teaching responsibility. A coordinator who accepts such a position with the new employer shall not be entitled to surplus staffing provisions. Should the larger coordinator role accepted not involve teaching classes the employee shall be regarded as a Teaching Coordinator, but one who no longer teaches classes, as per the Part 2 definition.
- 7.4.8 If a suitable position in relation to 7.4.5-7.4.7 above is unable to be offered, the employer will support the coordinator finding a suitable alternative teaching position (which incorporates the coordination hours lost) outside the school and will then meet the actual and reasonable cost of attending interviews where prior approval is given.
- 7.4.9 A permanent teaching coordinator who is not able to secure the equivalent lost teaching time or ACE/OOHMA coordination role as described, shall have the options available under 3.9.3 and 3.9.4 of the Secondary Teachers' Collective Agreement (or the equivalent clauses of the Area or Primary Teachers' Collective Agreement where either is the appropriate collective agreement) and shall notify the employer prior to the disestablishment date. The clauses shall be read in conjunction with the following:
- (a) Any entitlement shall only relate to the teaching hours or weekly teacher half days (WTHDs) lost as a teaching coordinator. Teaching time will remain permanent and unaffected;
 - (b) For the purposes of supernumerary employment the employee shall be a supernumerary employee only for the coordination time lost for a period of 30 school weeks from the date of disestablishment of the position. It is not envisaged supernumerary employment would occur at another school. At the end of the supernumerary period should the teacher not have returned to a full teaching role then they will continue as a permanent part-time teacher.
 - (c) Any agreed retraining option would be focused upon professional development and/or study to support a full return to teaching. Any course requirements shall not interfere with the employee's ongoing permanent teaching role except by agreement of the employer.
 - (d) In relation to a severance payment this shall be payable from the date of disestablishment, except where otherwise agreed. Any calculation again shall reflect WTHDs lost as per clause 3.2.1. In the STCA 3.9.4(3)(c) shall be followed in relation to determining service.
 - (e) The Long Service Payment provision is not applicable.

PART EIGHT: PERSONAL GRIEVANCE AND DISPUTES PROCEDURES

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

8.1 Employment Relationship Problem Resolution Services

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

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

Resolving an employment relationship problem The employee and employer should first make a reasonable effort to discuss the problem and settle it by mutual agreement. (If it's a personal grievance, it must first be raised with the employer 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 NZPPTA field officer for advice and representation.

Employers should contact their local NZSTA adviser or other representative of their choice.

Personal Grievances A personal grievance is a particular type of employment relationship problem that normally must be raised with the employer within 90 days of the grievance arising.

An employee may have a personal grievance where:

- They have been dismissed without good reason, or the dismissal was not carried out properly
- They have been treated unfairly
- Their employment or a condition of their employment has been affected to their disadvantage by an unjustified action of their employer.
- They have experienced sexual or racial harassment, or have been discriminated against because of their involvement in a union or other employee organisation, or have suffered duress over membership or non-membership of a union or other employee organisation.
- 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.*

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, or to the Employment Relations Authority.

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

Services Available To help resolve employment relationship problems, the Ministry of Business, Innovation and Employment provides:

- **An information service** This is free. It is available by contacting the Ministry of Business, Innovation and Employment or by phoning toll free 0800 209020. The Ministry's Employment Relations Service's internet address is www.employment.govt.nz and can be contacted by e-mail at info@mbie.govt.nz.
- **Mediation Service** The Mediation Service is a free and independent service available through the Ministry of Business, Innovation and Employment. This service helps to resolve employment relationship problems and generally to promote the smooth conduct of employment relationships.
Mediation is a mutual problem-solving process, with the aim of reaching an agreement, assisted by an independent third party.
If the parties can't reach a settlement they can ask the mediator, in writing, to make a final and binding decision.
A settlement reached through mediation and signed by the mediator at the request of the parties is final, binding and enforceable. Neither party can then take the matter any further and, either party can be made to comply with the agreed settlement by court order.
If the problem is unresolved through mediation either party may apply to have the matter dealt with by the Employment Relations Authority.
- **The Employment Relations Authority** This Authority is an investigative body that operates in an informal way. It looks into the facts and makes a decision on the merits of the case and not on the legal technicalities.
Either an employer or an employee can refer an unresolved employment relationship problem to the Authority by filing the appropriate forms.
The Authority may call evidence, hold investigative meetings, or interview anyone involved. It can direct the parties to try mediation. If mediation is unsuitable or has not resolved the problem, the Authority will make a decision that is binding on all parties. Any party can contest the Authority's decision through the Employment Court.

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

PART NINE: HEALTH AND SAFETY

- 9.1 The parties recognise the importance of ensuring good and safe working conditions through Health and Safety in the workplace and that it is a mutual obligation of the employer and employees to achieve this through a representative, engagement and participative approach.
- 9.2 To this end, the employers' and employees' attention is drawn to the Health and Safety at Work Act 2015 and associated Regulations. This and other legislation, relevant Codes of Practice and Guidelines are the reference points for gaining a common understanding of what those obligations are, what will assist in meeting those mutual obligations and also in promoting best practice.
- 9.3 Where employees' health, safety or welfare is shown to be at risk in the carrying out of their duties the employer shall take all reasonably practicable steps to eliminate or minimise the identified risk for the employees and to do so in consultation with the relevant health and safety representatives, committees and authorities that may be identified.

SIGNATORIES

Date of Signing:

Jo Brunskill
on behalf of New Zealand Post-Primary Teachers' Association

Nicole Williams
on behalf of the Secretary for Education

Witnessed by Kate Lethbridge
on behalf of the New Zealand School Trustees Association

Terms of Settlement

This document sets out the agreed components of the settlement of the *Adult and Community Education Staff in Schools' Collective Agreement 2022-25*.

This agreement has been settled between the Secretary for Education and PPTA. It shall be subject to ratification by PPTA members pursuant to section 51 of the Employment Relations Act 2000.

The terms outlined in this document are valid for ratification by PPTA provided ratification is confirmed and the new collective agreement is signed no later than 5 May 2023.

1. Term

The renamed **Community Education Collective Agreement (CECA) 2022-25** shall commence on 1 December 2022 and be effective for 22 months from the date of signing, provided this collective agreement is signed by 5 May 2023.

2. Remuneration

The parties agree that the existing rates are replaced by the rates as detailed below:

New minimum rates for Adult and Community Education and Out of Hours Music and Arts Employees

Employee description	OOHMA current hourly rates	ACE current hourly rates	Rates 1 December 2022	Rates 1 December 2023
Coordinator Assistants	\$21.22	\$25.94	\$27.86	\$28.82
Non-Teaching Coordinator Grade 1	\$22.72	\$28.41	\$30.33	\$31.29
Non-Teaching Coordinator Grade 2	n/a	\$33.29	\$35.21	\$36.27
Non-Teaching Coordinator Grade 3	n/a	\$79,452 p/a	\$83,452 p/a	\$85,956 p/a
Professional Supervisor	\$40.00	\$48.89	\$50.81	\$52.34
Tutor - Step 1	\$26.63	\$32.56	\$34.48	\$35.52
Tutor - Step 2	\$35.38	\$43.24	\$45.16	\$46.52

The clause wording for 3.1 tutor remuneration can be found in Annexe 1.

3. Coverage to OOHMA employees

The parties agree that from the date of signing coverage is extended to staff delivering Out of Hours Music and Art programmes to ākonga in years 1-8. Technical changes will occur to reflect this change including a name change of the agreement to *Community Education Collective Agreement*.

4. Alignment of OOHMA and ACE roles

The parties agree that OOHMA roles will translate to ACE role titles and corresponding pay rates as below:

Current OOHMA role	ACECA role/ (new) OOHMA role
Coordinator Assistants	Professional Supervisor
Coordinator	Non-Teaching Coordinator Grade 1
Liaison Assistant	Coordinator Assistant
Tutor Step 1	Tutor Step 1
Tutor Step 2	Tutor Step 2

5. Additional payments

Partnership with PPTA - \$750 Lump sum for members employed as at 5 May 2023

The parties agree that all full-time employees who were a member of the PPTA as at 5 May 2023 are entitled to receive a one-off gross payment of \$750. The payment will be pro-rated for part-time and casual employees based on their full-time equivalent (FTE) as at 5 May 2023.

Employees who were a member of the PPTA as at 5 May 2023 and on that day were on approved unpaid leave are entitled, upon application, to receive the one-off gross payment of \$750 on their return to their position providing that they return on or before the end of Term 2, 2023 or on or before the end of Term 4, 2023 for those on parental leave.

The minimum payment for any employee, regardless of FTE, will be \$75, and no employee shall receive more than \$750 gross in total.

Clause wording is included in the attached **Annexe 2**. This clause wording will be removed in subsequent collective agreements.

\$500 Lump sum for those employed as at 1 December 2023

The parties agree that a one-off gross lump sum of \$500 be paid to all employees who are employed as at 1 December 2023. This will be pro-rated according to FTE for part-time and casual employees.

Employees on approved unpaid leave under Part 4 of this agreement on 1 December 2023 are entitled to receive the one-off gross payment of \$500 when they resume working, providing that they return on or before the end of Term 2, 2024 or on or before the end of Term 4, 2024 for those on parental leave. The payment will be based on the calculation for the position that would have been applicable on 1 December 2023, had they not been on approved leave.

The minimum payment for any eligible employee, regardless of FTE, will be \$50, and no employee shall receive more than \$500 gross in total.

Clause wording is included in the attached **Annexe 2**. This clause wording will be removed in subsequent collective agreements.

6. Hours of work

The parties agree the following wording:

3.5 Employees will be paid for all hours required to perform their role, as agreed by the employer and employee. The employee's step or grade (if applicable) and their hours will be recorded in writing at the time of employment and set in accordance with the requirements of the role. Any subsequent agreed changes to hours of work will be recorded in writing.

In addition to tuition, examples of role requirements to be counted towards the paid hours of tutors include:

- *Lesson planning and preparation*
- *Preparation of resources*
- *Administration, meetings, and reporting*
- *Student activities, including examination preparation*

The inclusion of this new clause enables Note 1 of clause 3.2.1 and Note 1 of 3.2.3 to be deleted, as noted in the technical amendments.

7. Class cancellations

From [date of signing] the parties agree to improve the notification period for tutors regarding the cancellation of classes. The revised wording:

3.1.4.a Cancelled ACE classes – [from date of signing] tutors of classes that are cancelled because no students attend shall be paid for one hour only regardless of the normal duration of the class. If the tutor is notified at least twenty-four hours beforehand of the cancellation of the class, no payment will be made.

3.1.4.b Cancelled OOHMA classes – [from date of signing] the payment of tutors for OOHMA classes that are cancelled and subsequently rescheduled will be made as usual and not delayed to the date of the rescheduled class.

8. Sick leave and public holidays

The parties agree to make changes to the sick leave clause wording to improve readability. These changes are detailed in the attached Annexe 3.

Additionally, the number of sick days is updated from 5 days to 10 days per annum and Matariki is added as a public holiday.

9. Related matters

This settlement will be implemented by Education Payroll by 12 July 2023, provided the collective agreement is signed by 5 May 2023.

10. Technical amendments

The parties agree on technical amendments to amend the collective agreement to conform with relevant legislation and language terms. These are detailed in the attached Annexe 4.

The parties agree to such other technical amendments to the text of the collective agreement as may be mutually agreed by the parties.

Signed on 6 April 2023:

Jo Brunskill
Advocate
for PPTA

Nicole Williams
Advocate
for the Secretary for Education

Witnessed by:
Kate Lethbridge
New Zealand School Trustees Association

3.1. Tutors

3.1.1 The minimum hourly rates for tutors are as follows:

Step	Current	1 December 2022	1 December 2023
1	\$ 32.56	\$34.48	\$35.52
2	\$ 43.24	\$45.16	\$46.52

3.1.2 Application of salaries – ACE

- (a) An **ACE tutor** shall be placed on step 1 unless:
- (i) The tutor satisfies the coordinator they have either successfully completed a recognized course in the tutoring of adults or holds a Diploma of Teaching, and has at least 100 hours of adult tutoring experience; or
 - (ii) The tutor has completed 200 hours of tutoring; or
 - (iii) The tutor was placed on step 2 of the salary scale prior to this agreement coming into force.

Where (i), (ii) or (iii) above apply, a tutor shall be placed on step 2.

- (b) Subject to verification, other experience of tutoring adult students (including in continuing education programmes, polytechnics, universities, colleges of education, and equivalent organisations either in New Zealand or overseas) shall be considered as relevant experience for placement on step 2 under 3.1.2(a) (i) and (ii).

Note: Where an ACE tutor is also a fully registered teacher nothing in 3.1.2 (a)(i) shall prevent an employer choosing to place that teacher on step 2.

3.1.3 Application of salaries – OOHMA

An **OOHMA tutor** shall be placed on step 1 unless the tutor has completed 200 hours of OOHMA tutoring

Additional Payments Clause Wording

The parties agree to add clause wording to the agreement as follows:

1.8 Additional Payments

- 1.8.1 The parties to this Agreement recognise the value in their ongoing and productive relationship, including their joint efforts to ensure community education employees are valued and well supported. Collective bargaining is a key part of those joint efforts.
- 1.8.2 In recognition of the benefits arising out of the parties' relationship, including the PPTA's role in negotiating terms and conditions for community education employees, each full-time employee who was a member of the PPTA as at 5 May 2023 will be paid a one-off payment of \$750 gross.

The payment will be pro-rated for:

- (i) part-time employees based on their full-time equivalent (FTE) as at 5 May 2023.
- (ii) casual employees who have worked a minimum of 8 hours over the period 1 July to 30 November 2022, based on the of the total number of hours worked in proportion to 1.0 FTE during that period. Casual employees who worked less than 8 hours during that period are not entitled to the payment.

Employees who were a member of the PPTA as at 5 May 2023 and on that day were on approved unpaid leave under Part 5 of this agreement, are entitled to receive the one-off payment of \$750 gross when they return to work, providing that they return on or before the end of Term 2, 2023 or on or before the end of Term 4, 2023 for those on parental leave. The payment will be based on the calculation for the position that would have been applicable on 5 May 2023 had they not been on approved leave.

An employee may be eligible to have the payment calculated under more than one category. However, no eligible employee will receive a total gross payment that is less than \$75 or more than \$750 in total.

- 1.8.3 A one-off lump sum of \$500 gross will be paid to all full-time employees who are employed on 1 December 2023.

The payment will be pro-rated for:

- (i) part-time employees based on their full-time equivalent (FTE) as at 1 December 2023.
- (ii) casual employees who have worked a minimum of 8 hours over the period 1 July to 30 November 2023, based on the of the total number of hours worked in proportion to 1.0 FTE during that period. Casual employees who worked less than 8 hours during that period are not entitled to the payment.

Employees who are on approved unpaid leave under Part 5 of this agreement on 1 December 2023 are entitled to receive the one-off payment of \$500 gross when they return to work, providing that they return on or before the end of Term 2, 2024 or on or before the end of Term 4, 2024 for those on parental leave. The payment will be based on the calculation for the position that would have been applicable on 1 December 2023 had they not been on approved leave.

An employee may be eligible to have the payment calculated under more than one category. However, no eligible employee will receive a total gross payment that is less than \$50 or more than \$500 in total.

Note: Clause 1.8 will be removed in subsequent collective agreements.

Revising sick leave entitlements

4.3 Sick leave and bereavement leave for permanent and fixed-term employees

- 4.3.1 An employee who has completed six months of continuous employment with the employer is entitled to the sick leave and bereavement provisions, set out in clause 4.3.2 through 4.3.9. The employer may agree to more generous provision

Sick Leave

- 4.3.2 After 6 months continuous employment, the employee will be entitled to 10 days paid sick leave in each subsequent 12 months of employment.
- 4.3.3 Unused sick leave can be accumulated, up to a maximum of 20 days.
- 4.3.4 A fixed-term employee, whose break in fixed-term employment with the same employer is less than three months, will have their employment considered to be continuous for the purposes of clause 4.3.2.
- 4.3.5 Sick leave can be taken where the employee is sick or injured, or where the employee's partner or dependent is sick or injured.
- 4.3.6 The employee must advise their employer as soon as practicable from the time they are aware that sick leave will be taken.

Bereavement Leave

- 4.3.7 Notice to employer
An employee who intends to take bereavement leave will inform their manager, as soon as they can, of their relationship to the person who has died, and the dates they intend to be away from work.
- 4.3.8 Close relationships
An employee is entitled to three days paid bereavement leave in relation to the death of the employee's parent, grandparent, sibling, child (including miscarriage or stillbirth), grandchild, partner, or parent of the employee's partner.
- 4.3.9 Other persons
An employee will receive one day paid bereavement leave if the employer accepts that the employee has suffered bereavement through the death of a person who is not a close relative.

The employer must consider the closeness of association (which does not have to be a blood-relationship), whether the employee has significant responsibilities for arrangements for the ceremonies, and/or the cultural responsibilities of the employee in relation to the death.

The employer will make a decision quickly, so the employee has as much time as possible to make necessary arrangements.

4.4 Sick leave and bereavement leave for casual employees

4.4.1 If the employee works for the employer an average of at least 10 hours a week during a six-month period, and no less than one hour in every week, or 40 hours per month during that period, the employee will become entitled, in any ensuing 12-month period of employment, to sick and bereavement leave as outlined in clause 4.3. Any such leave will be paid in accordance with the Holidays Act 2003.

Note: For the purpose of 4.4.1 a casual employee works on an irregular basis, as and when required, and with no expectation of ongoing employment.

Technical Amendments

No.	Reference/heading	Clause number	Current reference	Updated reference
1	Parties to the agreement	1.1	State Services Commissioner	Public Service Commissioner
2	Parties to the agreement	1.1	Section 23 of the State Sector Act 1988	Clause 6 of Schedule 3 of the Public Service Act 2020
3	Parties to the agreement	1.1	Section 74(5) of the State Sector Act 1988	Section 586 (5) of the Education and Training Act 2020
4	Parties to the agreement	1.1	New Zealand Post Primary Teachers' Association	New Zealand Post Primary Teachers' Association Te Wehengarua
5	Application of this agreement	1.2 1.3 Part Two	Board of trustees	School board (and elsewhere throughout agreement)
6	Coverage	1.3	Work undertaken by: ...ACE	Amend 1.3 to include both ACE and OOHMA
7	Variations	1.5	State Services Commissioner Section 23 of the State Sector Act 1988	Public Service Commissioner Clause 6 of Schedule 3 of the Public Service Act 2020
8	Definitions	Part Two	Grade Two: in addition to the grade one duties...	Grade Two: In addition to the Grade One duties
9	Cancelled classes	3.1.4	Additional clause	New 3.1.4.b The payment of tutors for OOHMA classes that are cancelled and subsequently rescheduled will be made as usual and not delayed to the date of the rescheduled class.
10	Application of salaries	3.1.2	ACE tutoring	To include OOHMA reference
11	Co-ordinators	3.2.1	Time allowance	To include OOHMA reference
12	Co-ordinators	3.2.1	Note 1	No longer needed, to be deleted
13	Co-ordinators	3.2.3	Note 1	No longer needed, to be deleted

14	Public Holidays	4.1	List of holidays Holidays Act 1981	Add Matariki Holidays Act 2003
15	Part four: leave	Note	[Note: Except as provided under 3.2.5 above, a Teaching Co- ordinator's provisions in relation to leave are contained within the appropriate teachers' collective agreement.]	3.2.5 is now 3.2.2- replace with: Except as provided under 3.2.2 above, a Teaching Co- ordinator's provisions in relation to leave are contained within the appropriate teachers' collective agreement.
16	Sick Leave	4.3.2 c	5 days' sick leave	10 days' sick leave (and removal of part time work aspect of clause)
17	References to "Ministry of Education"	Throughout the document	"Ministry of Education"	"Ministry of Education Te Tāhuhu o te Mātauranga"
18	References to "his/hers" and "him/she"	Throughout the document	"his/hers" "him/she"	Replace with "they" "them" "their" where appropriate
19	References to Co- ordinator	Throughout document	"Co-ordinator"	"Co-ordinator" becomes "Coordinator"
20	References to "ACE"	Throughout document	"ACE"	"ACE" becomes "ACE/OOHMA" where applicable