

---

**Adult and Community  
Education (ACE) Staff in  
Schools' Collective  
Agreement**

---

**2011 - 2013**

---

Between the  
Ministry of Education  
and the  
New Zealand Post Primary  
Teachers' Association

---

## TABLE OF CONTENTS

Clause Number	Title	Page Number
<b>Part 1:</b>	<b>Application</b>	<b>2</b>
1.1	Parties to this Agreement	2
1.2	Application of this Agreement	2
1.3	Coverage	2
1.4	Employees Bound Subsequent to Settlement	2
1.5	Variations	2
1.6	Term of this Agreement	4
1.7	Appointments	4
<b>Part 2:</b>	<b>Definitions</b>	<b>5</b>
<b>Part 3:</b>	<b>Remuneration</b>	<b>6</b>
3.1	Tutors	6
3.2	Co-ordinators	8
3.3	Professional Supervisors	8
3.4	Liaison Assistants	8
<b>Part 4:</b>	<b>Leave</b>	<b>9</b>
4.1	Public Holidays	9
4.2	Annual Leave and Holiday Pay	9
4.3	Sick and Bereavement Leave	10
4.4	Parental Leave	11
<b>Part 5:</b>	<b>Reimbursement</b>	<b>12</b>
5.1	Use of Private Vehicle for Official Business	12
5.2	Reimbursement of Course Associated Costs	12
<b>Part 6:</b>	<b>Union Issues</b>	<b>13</b>
6.1	Union Deductions	13
6.2	Union Meetings	13
<b>Part 7:</b>	<b>Restructuring Etc</b>	<b>14</b>
7.1	Technical Redundancy	14
7.2	Employment Protection Provisions	15
7.3	Surplus Staffing: Non-Teaching Co-ordinators	15
7.4	Surplus Staffing: Teaching Co-ordinators	16
<b>Part 8:</b>	<b>Personal Grievance and Dispute Procedures</b>	<b>18</b>
	Signatories	19

## **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 State Services Commissioner made pursuant to Section 23 of the State Sector Act 1988 and acting in accordance with Section 74(5) of the State Sector Act 1988, and the New Zealand Post Primary Teachers' Association (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 board of trustees of a state or 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 board of trustees (or Commissioner, where relevant) of a state or 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 tutors, co-ordinators, professional supervisors and liaison assistants ("ACE personnel") (as those terms are defined in this agreement) employed by boards of trustees in the provision of adult and community education (ACE).

### **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 State Services Commissioner made pursuant to Section 23 of the State Sector Act 1988.

## 1.6 TERM OF THIS AGREEMENT

This agreement shall come into effect on the date on which it is signed and shall continue in force until 31 October 2013.

## 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 his or her employment will end and the reasons for his or her 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.

## PART TWO: DEFINITIONS

**ACE** is an abbreviation of Adult and Community Education.

An **ACE Co-ordinator** (Co-ordinator) is a person employed to co-ordinate a programme of community education courses run by a board or boards of trustees of a state or integrated school or schools.

A **Teaching Co-ordinator** is a co-ordinator, who is either employed concurrently as a teacher within the same school under the terms of the applicable teacher's collective agreement or, is a co-ordinator who was previously employed as a teaching co-ordinator within that school and continues as a co-ordinator even though they no longer teach classes within the school.

A **Non-teaching Co-ordinator** is a co-ordinator who is neither a teaching nor grandparented co-ordinator, as defined, and is graded either One, Two or Three, defined as follows.

- **Grade One:** position where the primary role is to administer and co-ordinate the community education programme on a day to day basis.
- **Grade Two:** in addition to the grade one duties this position has a strategic focus including significant community liaison and marketing, and may include professional leadership.
- **Grade Three:** this is a full-time positions (i.e., 40 hours per week, 52 weeks per year) which, in addition to the Grade Two duties and responsibilities, would involve:
  - professional leadership in the development of ACE networks; and
  - identifying and meeting wider community needs; and
  - responsibility for the professional development of tutors and others within the ACE sector.

A **Grandparented Co-ordinator** is a co-ordinator whose position was identified under either schedule 1 or 2 of the Education (2003 Secondary School and Form 1 to 7 School Staffing) Order 2002 and/or have received notification of their status as below. The parties hold a list of grandparented co-ordinators. Each co-ordinator and their employer have been notified of their status and employment conditions. .

A **Professional Supervisor** is a person employed to assist the Co-ordinator and whose duties include the assessment of, coaching of, and providing guidance to, tutors.

A **Liaison Assistant** is a person employed to assist the Co-ordinator and whose duties do not include the assessment of, coaching of, and providing guidance to, tutors.

A **Tutor** is a person employed by the board of trustees of a state or integrated school to instruct a class or a course conducted as part of an ACE programme.

## PART THREE: REMUNERATION

### 3.1 TUTORS

3.1.1 The minimum hourly rates for tutors are as follows:

Step	From 3 January 2007
1	\$28.01
2	\$37.21

3.1.2 **Application of salaries** – A tutor shall be placed on salary step 1 unless:

- (i) The tutor satisfies the co-ordinator he or she has 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; 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.

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

3.1.3 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 (i) and (ii).

3.1.4 **Cancelled ACE classes** - 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 can be notified beforehand of the cancellation of the class, no payment will be made.

### 3.2 CO-ORDINATORS

3.2.1 Teaching Co-ordinators in all ACE programmes of more than 200 annual tutor hours shall (except as provided in 3.2.2) be given a time allowance, as set out below:

Annual Tutor Hours in Programme	Time Allowance
201 – 1,000	1 weekly teaching half day over a full year
1,001 – 1,500	2 weekly teaching half days over a full year
1,501 – 4,000	3 weekly teaching half days over a full year
4,001 – 5,000	4 weekly teaching half days over a full year
5,001 – 10,000	5 weekly teaching half days over a full year

**Note:** The above time allowances for a teaching co-ordinator 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 time allowance set out above will not apply to co-ordinators in schools that either:

- (i) have fewer than 201 annual tutor hours allocated to them; or
- (ii) were previously designated as Community Learning Centres; or
- (iii) had previously received a time allowance set by specific Ministerial approval.

3.2.3 Where an ACE programme has fewer than 201 annual tutor hours allocated to it, the maximum annual time allocation for the teaching co-ordinator of that programme will be 25% of the allocated number of annual tutor hours.

3.2.4 The hourly rate for teaching co-ordinators of programmes with fewer than 201 hours shall be pro-rated on their teaching salary.

3.2.5 The remuneration rates (and related time allowance) for a Teaching Co-ordinator 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.

3.2.6 The minimum hourly rate of pay for non-teaching co-ordinators (see Part Two) shall be as follows

	From date of signing until 27 January 2012	From 28 January 2012
Grade One	\$23.89 per hour	\$24.37 per hour
Grade Two	\$28.01 per hour	\$28.57 per hour
Grade Three	\$66,830 per annum	\$68,167 per annum

**Note 1:** The employer shall specify in writing the hours a non-teaching co-ordinator is required to work and the grading of the position (see Part Two). The hours will be set in accordance with the requirements of the role within the school. Where the position is fixed term it must conform with clause 1.7 of this agreement.

**Note 2:** The Grade Three rate will only apply to appointments made after 2 January 2008. It was seen as potentially linked to previous Staffing Order positions and does not prevent an employer from choosing to pay a higher rate, where relevant, comparable to that of the previous incumbent.

- 3.2.7 In addition to the time allowances/salary outlined in 3.2.1 to 3.2.6, a co-ordinator shall be entitled to receive a responsibility allowance paid at the rate set out in the table below unless he or she holds a permanent or fixed term unit or units (or 3R payments) for ACE which exceed the relevant payment listed below:

<b>Annual tutor hours in programme</b>	<b>Co-ordinators' Responsibility Allowance (per annum) from 3 January 2007</b>
Up to 199	\$511
200-500	\$1,021
501-1000	\$1,276
1001-1500	\$1,532
1501-1999	\$2,042
2000-2499	\$3,063
2500-2999	\$3,574
3000-3999	\$4,595
4000 or more	\$5,616

- 3.2.8 Although bound by this agreement the terms and conditions applicable to a grand-parented co-ordinator shall be those notified. These will reflect those of the applicable teachers' collective agreement.

### **3.3 PROFESSIONAL SUPERVISORS**

The ACE professional supervisor's minimum hourly rate is \$42.07.

### **3.4 LIAISON ASSISTANTS**

The liaison assistant's minimum hourly rate is \$22.32.

## **PART FOUR: LEAVE**

[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.]

### **4.1 PUBLIC HOLIDAYS**

4.1.1 The following days shall, in accordance with the Holidays Act 1981, 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 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 hourly 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 s28 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 co-ordinators under 4.2.3.

### 4.3 SICK AND BEREAVEMENT LEAVE

- 4.3.1 The provisions of the Holidays Act, in particular clauses 62-72 shall apply in relation to eligibility and entitlement to sick leave (including illness of a spouse or dependant) and bereavement leave. This shall not prevent the employer and employee agreeing to more generous provisions, particularly where the employee is a non-teaching co-ordinator.

[Note: The parties agree a permanent non-teaching co-ordinator working regular hours during the school year would meet the eligibility criteria under 4.3.2(a)(i) below on their 6 month anniversary date.]

[The following additional clarification is provided by the parties for the avoidance of doubt:

1. sick leave entitlement does not lapse at the end of each fixed term agreement, provided that there is an unbroken, continuous period of employment
2. if an employee is employed on such fixed term individual employment agreements, that employee's sick leave entitlement shall begin from the day after that employee completes six months service in the position, even if this occurs during a subsequent fixed term individual employment agreement.]

- 4.3.2 In summary the Act provides the following:

- (a) Eligibility is dependant upon the employee either:
  - (i) having completed six months current continuous service with the employer; or
  - (ii) where (i) does not apply, the employee has over a six month period worked for the employer an average ten hours per week and not less than one hour in every week and not less than 40 hours in every month during the six month period
- (b) Upon completing the eligibility criteria, an employee qualifying under (a)(i) will be eligible for sick and bereavement leave for the 12 month period following the six month period specified above and each subsequent 12 months of current continuous service. An employee qualifying under (a)(ii) above will only be eligible for subsequent 12 month periods if the eligibility criteria continues to apply.
- (c) Sick Leave entitlement (including the illness or injury of a spouse or dependant) is five paid days for each 12 month period, with scope to carry over unused sick leave to a maximum of 20 day's current entitlement in any year. The employer may require proof of sickness or injury in certain circumstances.

- (d) Bereavement leave entitlement is three days on the death of the employee's spouse (or partner), parent, child, brother, sister, grandparent, grandchild or spouse's parent. In addition where an employer accepts an employee has suffered a bereavement outside the immediate family (as listed above), one day's paid leave may be taken. Issues for the employer to take into account are closeness of associations or arrangements for the ceremonies or cultural responsibilities of the employee in relation to the death.
- (e) An employee intending to take sick or bereavement leave shall notify the employer as early as possible. This should be before start time unless such notification is not practicable.

#### **4.4 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@ers.dol.govt.nz*.

## **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 personnel shall be reimbursed for approved expenditure related to their course (i.e. 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 co-ordinators 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 CO-ORDINATORS**

- 7.3.1 The following provisions shall apply to permanent non-teaching co-ordinators and shall not apply to any fixed term employee. They include a permanent Teaching Co-ordinator 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. 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 co-ordinator 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 co-ordinator 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 CO-ORDINATORS**

7.4.1 The employer and teacher co-ordinator may agree at any time to the teacher co-ordinator 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 teacher co-ordinator is placed at risk.

7.4.3 Where the employer is seriously considering a course of action which places the teacher co-ordinator's ACE role at risk a meeting shall be held, including the co-ordinator 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 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 co-ordination 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 co-ordinator by the use of attrition or other non-permanently allocated teaching hours wherever possible. A teaching co-ordinator 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 co-ordinator equivalent teaching time to any co-ordination time lost, this shall constitute a reasonable offer of employment and the co-ordinator shall have no entitlement to surplus staffing provisions.
- 7.4.6 Where the employer is looking to combine allocated ACE funding with another employer resulting in the creation of a similar or larger position this would also be discussed with the co-ordinator. 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 co-ordinator who accepts such a position with the new employer shall not be entitled to surplus staffing provisions. Should the larger co-ordinator role accepted not involve teaching classes the employee shall be regarded as a Teaching Co-ordinator, 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 co-ordinator finding a suitable alternative teaching position (which incorporates the co-ordination 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 co-ordinator who is not able to secure the equivalent lost teaching time or ACE co-ordination 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 co-ordinator. Teaching time will remain permanent and unaffected;
  - (b) For the purposes of supernumerary employment the employee shall be a supernumerary employee only for the co-ordination 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.*

*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 Department of Labour for mediation assistance, or to the Employment Relations Authority.

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

**Services Available**

To help resolve employment relationship problems, the Department of Labour provides:

**An information service**

This is free. It is available by contacting the Department of Labour or by phoning toll free 0800 20 90 20. The Department's Employment Relations Service's internet address is [www.ers.dol.govt.nz](http://www.ers.dol.govt.nz) and can be contacted by e-mail at [info@ers.dol.govt.nz](mailto:info@ers.dol.govt.nz).

**Mediation Service**

The Mediation Service is a free and independent service available through the Department of Labour. 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.

**SIGNATORIES**

**Date of Signing: 30 May 2011**

.....  
*on behalf of New Zealand Post-Primary Teachers' Association*

.....  
*on behalf of the Secretary for Education*

Witnessed by: .....  
*on behalf of the New Zealand School Trustees' Association*