



**PROPOSED TERMS OF SETTLEMENT**  
**COLLECTIVE BARGAINING 2022**  
**EARLY CHILDHOOD UNIT STAFF**

The parties agree that:

**A. AGREED CHANGES TO THE COLLECTIVE AGREEMENT**

**1. Term of Agreement**

The term of this collective agreement will be from 15 August 2021 until 28 February 2023.

**2. New Remuneration Scales**

Steps 1 to 6 in the salary scale to have parity with the first 5 steps of the KTCA, based on 1986 hours, with the paid and printed salary rates for current Steps 7 to 12 and Senior Teachers and Head Teachers increased by 2.5%.

The rates for those Enrolled in Teacher Education Programme/Unqualified or Un-Certified are increased as follows:

Step 1 \$22.50 per hour      Step 2 \$23.00 per hour      Step 3 \$23.50 per hour

New Salary and Wages – to be effective from the pay period commencing on Monday 2 May 2022 - to be as follows:

	SALARY	HOURLY RATE (based on 1986 hours)
Head Teacher	\$84,177	\$42.39
Senior Teacher	\$79,506	\$40.03
<b>QUALIFIED TEACHERS</b>		
<b>STEP</b>		
Step 1	\$49,862	\$25.11
Step 2	\$49,862	\$25.11
Step 3	\$51,124	\$25.74 (Step 2 KTCA)
Step 4	\$53,420	\$26.90 (Step 3 KTCA)
Step 5	\$55,506	\$27.95 (Step 4 KTCA)
Step 6	\$59,001	\$29.71 (Step 5 KTCA)
Step 7	\$61,644	\$31.04
Step 8	\$64,922	\$32.69
Step 9	\$68,141	\$34.31
Step 10	\$70,393	\$35.44
Step 11	\$73,815	\$37.17
Step 12	\$76,419	\$38.48

UNQUALIFIED/UNCERTIFICATED STEP		
New to Early Childhood Education	\$44,685	\$22.50
More than 24 months Early Childhood Education Experience	\$45,678	\$23.00
Uncertified Early Childhood Teacher	\$46,671	\$23.50

Rates for Casual Employees (E.1.3) will be amended to reflect the above rates.

Section D Hours of Work, Section E.1 Notes, and other relevant provisions to be amended accordingly to reflect the agreed changes to the hours of work.

### 3. Translation to New Scales

One employee – for a number of years no longer certified/registered – is “grandparented” on Step 1 of the current Scales. This employee will be “grandparented” to Step 3 of the Employer’s salary scale.

Employees currently on Step 3 will have parity with Step 2 KTCA

Employees currently on Step 4 will have parity with Step 3 KTCA

Employees currently on Step 5 will have parity with Step 4 KTCA

Employees currently on Step 6 will have parity with Step 5 KTCA

There is no change to the designation or placement in the salary scales of the remaining employees – Steps 7 – 12 and Head Teachers and Senior Teachers.

### 4. E 2 Recognition of Qualifications

Add the following before before E 2.1

*The parties agree to apply the relevant qualification groups as detailed in the Early Childhood Funding Handbook.*

*Teachers must always be paid at a step that is at least the entry step for their respective qualification group.*

*Where an assessment against the qualification groups outlined in the Early Childhood Funding Handbook leads to a higher qualification group than an assessment against the qualification groups in E.2.1. the assessment against the qualification groups in the Early Childhood Funding Handbook shall be used.*

Amend E 2.1 to add a new Q5 qualification

*Q5 means an employee holding a current practicing certificate issued by the Teaching Council of Aotearoa New Zealand and a subject or specialist level 9 qualification on the New Zealand Qualification Framework – masters or doctorate, or equivalent overseas qualifications recognised by the NZQA.*

*The Q5 entry will be Step 6 of the Employer’s salary scale.*

Delete clause 2.1.1 and amend the definition of Q4 in clause 2.1 as follows:

*Q4 means an employee holding a current practising certificate issued by the Teaching Council-*

- a level 8 qualification which can be an honours degree (excluding a four-year honours degree of teaching) or a postgraduate diploma, or*
- two subject or specialist level 7 qualifications, or*
- a Masters degree of teaching, or*
- an overseas equivalent qualification that is recognised by the NZQA.*

## **5. Progression**

Delete the existing provision E 1.2 and replace with:

*E 1.2.1 For the purposes of determining annual progression from one step to the next, each teacher's performance will be assessed annually against the appropriate professional standards.*

*E 1.2.2 When setting performance expectations and development objective(s) with individual teachers for the coming year, the appropriate professional standards against which the teacher is to be assessed should be confirmed between the teacher and the employer.*

*E 1.2.3 For each teacher to progress annually to their next salary step they will need to demonstrate that they meet the appropriate professional standards.*

*Provided however, where management have concerns that an individual teacher may not reach the required professional standards and any other negotiated expectations to progress to their next salary step, management will raise this in advance giving sufficient time and direction for the individual teacher to improve to allow their progression to occur.*

*E.1.2.4 Notwithstanding clauses E.1.2.1- E.1.2.3 above, a teacher who is on step 3.01 and who becomes eligible to progress one step, will be able to progress straight to step 3.03 (KTCA step 2) of the salary scale.*

*Similarly, where salary credits are applied in line with clause G 11 of the Agreement, steps 3.01 and 3.02 shall be treated as a singular step*

## **6. Crediting of previous service**

Renumber the existing clause G 11.1 as G 11.1.1 and insert the following clauses below as clauses G 11.1.2 and G 11.1.3 below

*G 11.1.2 When determining, on an employee's initial appointment, where the employee should be placed on the salary scale, the following service shall be recognised in addition to the service acknowledged in G 11.1.1 above:*

- (i) Service as a qualified and certificated teacher employed in a teaching position in a New Zealand state or state integrated school (including Kaupapa Māori education)*
- (ii) Service as a trained early childhood teacher in the Early Childhood Service of Te Aho o Te Kura Pounamu*
- (iii) Service as a Head Teacher or Senior Teacher in a kindergarten.*

*G 11.1.3 For the avoidance of doubt, any service that is recognised in reliance on Clause 11.1.2 of this Agreement (and that falls outside the scope of clause G 11.1.1 of this Agreement) shall be recognised for pay purposes only unless the employer agrees otherwise. When determining the crediting of service for leave purposes, clauses G 11.1.1 and G 11.2- G 11.4 of this Agreement shall be determinative.*



Below clause G 11.4 insert the following clause-

*G.11.5 Nothing in clause G 11 shall be interpreted as an attempt to override the service recognition requirements in the Early Childhood Funding Handbook for services that opt into the Parity Funding Rates.*

## **7. Section F 8 Tuition Fees**

Add the following at the end of the current provision:

*"The employer may approve attendance at courses in other cases, including meeting the cost of tuition."*

## **8. Section G – Holidays and Leave**

### **a) Public Holidays**

Delete G 2.1 and G 2.2

Re-number G 2.3 and G 2.4 to G 2.1 and G 2.2

Delete G 2.5

Re-number G 2.6 as G 2.3

### **b) Sick Leave - Fixed Term Employees**

G.5.4 the two references to 5 days sick leave per year are changed to 10 days per year.

## **9. Technical Changes**

### **a) E 1.1.1 is amended to read:**

*"Qualified and Registered ECE teacher" means a teacher who is certificated by the Teaching Council of Aotearoa New Zealand and who holds a recognised early childhood or primary teaching qualification. Any teacher being paid as "trained" as at 15 August 2003 shall continue to be paid on the qualified and registered ECE teacher scale. (This includes teachers with a single qualification worth 100 licensing points or more or a qualification grandparented by the NZQA).*

### **b) Insert the following at the beginning of E 2 Recognition of Qualifications**

*Teachers must always be paid at a step that is at least the entry step for their respective qualification group. Where an assessment against the qualification groups outlined in the Early Childhood Funding Handbook leads to a higher qualification group than an assessment against the qualification groups in E.2.1. the assessment against the qualification groups in the Early Childhood Funding Handbook shall be used.*

### **c) Bereavement Leave**

Insert the following at the end of G 14.i

*"In accordance with the Holidays Act 2003, special bereavement leave on full pay is also available in relation to miscarriages and still births."*

d) Legislation and Regulations

Update all outdated references to legislative provisions

Replace references to the Education Council with references to the Teaching Council of Aotearoa New Zealand

Other minor drafting changes may be needed to reflect the impact of other aspects of any settlement.

## **B. PROVISIONS SPECIFIC TO THE TERMS OF SETTLEMENT**

### **1. One-Time Payment**

The Employer will make a one-time-payment of \$2,000 gross to all staff covered by this collective agreement at the time of signing of these Terms of Settlement.

This payment includes recognition that the new rates of remuneration will be effective from the pay period commencing on or after 2 May 2022.

This payment will be calculated pro rata for staff who work less than fulltime and/or for staff who commenced employment with the Employer after 15 August 2021.

By way of example, where an employee works (say) 3 days each week the payment will be \$1200 gross, and for an employee who commenced (full time) employment on (say) 10 January 2022 the payment will be \$615.36 gross ( $\$2,000 / 26 \text{ fortnights} = \$76.92 \text{ per fortnight} \times 8 \text{ fortnights}$ ).

This payment will be in addition to the offered salary increases, and will attract both holiday pay and employer superannuation contributions.

PAYE and employee superannuation contributions will be deducted from this payment.

### **2. Working Party - Programme Preparation Time**

In order to resolve concerns both parties have about programme preparation time the parties agree to convene a working party, including management, staff representatives and a NZEI representative, to meet during the term of this collective agreement to review the allocation of programme preparation time and teacher responsibilities with the objective of ensuring the distribution of this time is allocated equitably across all the teachers.

The first meeting of this working party will occur within one calendar month of the ratification of the new collective agreement.

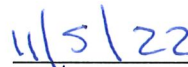
Should agreement be reached during the term of the collective agreement for the current arrangements to be revised the Variation Clause (A 5) will be applied.

## Signatories

Signed on behalf of the Vice Chancellor and Chief Executive of Te Herenga Waka- Victoria University of Wellington.

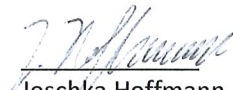


Chris Pentecost  
Employment Relations

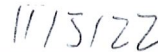


Date

Signed on behalf of the New Zealand Educational Institute Te Riu Roa

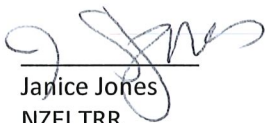


Joschka Hoffmann  
Advocate



Date

Witnessed by



Japrice Jones  
NZEI TRR