

## Terms of Settlement

This section sets out the components of the settlement of the *Kindergarten Teachers, Head Teachers and Senior Teachers' Collective Agreement (KTCA) 2022 – 2024*.

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

The terms outlined in this document are valid for ratification by NZEI Te Riu Roa members.

### 1. Term of agreement

The Kindergarten Teachers, Head Teachers and Senior Teachers' Collective Agreement (KTCA) 2022–2024 shall be effective for 24 months from 1 December 2022 to 30 November 2024.

### 2. Remuneration

The parties agree that the Unified Base Salary Scale will be renewed for the term of the agreement 1 December 2022 to 30 November 2024 and will provide two annual increases: (\$4,000 from 1 December 2022 and \$2,000 or 3%, whichever is the higher, from 1 December 2023) to each step of the UBSS and for Head and Senior Teachers as shown below and set out in Annexe 1.

*Teacher Unified Base Salary Scale and Salary Rates for Head and Senior Teachers:*

Step	Qualification Groups	Current Rates	Rates effective from 1 December 2022 (+\$4,000)	Rates effective 1 December 2023 (+2,000 or 3%)
1	P1E, P2E, P3E	\$51,358	\$55,358	\$57,358
2		\$53,544	\$57,544	\$59,544
3	P3+E	\$55,948	\$59,948	\$61,948
4	P4E	\$58,133	\$62,133	\$64,133
5	P5E	\$61,794	\$65,794	\$67,794
6		\$65,776	\$69,776	\$71,869
7		\$70,040	\$74,040	\$76,261
8		\$75,190	\$79,190	\$81,566
9		\$79,413	\$83,413	\$85,915
10	P1M, P2M, P3M	\$85,490	\$89,490	\$92,175
11	P3+M, P4M, P5M	\$90,000	\$94,000	\$96,820
<b>K2 Head Teacher</b>		\$94,175	\$98,175	\$101,120
<b>K2R Relieving Head Teachers</b>		\$92,175	\$96,175	\$99,060
<b>K3 Senior Teachers</b>		\$99,327	\$103,327	\$106,427
<b>K4 Senior Teachers</b>		\$107,770	\$111,770	\$115,123

### **3. Additional Payments**

#### ***Partnership with NZEI Te Riu Roa - \$750 Lump sum for members employed on 3 March 2023***

The parties agree that all full-time teachers who are members of NZEI Te Riu Roa on 3 March 2023 and are bound by the KTCA are entitled to a one-off gross payment of \$750. The payment will be pro-rated for part-time teachers based on their full-time teacher equivalent (FTTE) on 3 March 2023.

Short-term relievers, as defined in clause 1.6, who are members of NZEI Te Riu Roa on 3 March 2023 and are bound by the KTCA shall be entitled to receive a one-off gross payment of \$750 pro-rata based on the proportion of the total number of working days available in 2022 for which they have been employed, provided that they have worked at least one day of short-term relief in Term 4, 2022.

Teachers who are members of NZEI Te Riu Roa as at 3 March 2023 and bound by the KTCA who, on that day were on approved leave under Part 4 of this collective agreement, will upon application on their return receive a one-off gross payment of \$750 provided they return to their position on or before the end of Term 2, 2023 or on or before the end of Term 4, 2023 for those on parental leave.

A teacher may be eligible to have the payment calculated under more than one category. However, no eligible teacher will receive a total gross payment that is less than \$75 or more than \$750 in total. Clause wording is set out in Annexe 2; this wording will be removed in subsequent collective agreements.

#### ***\$500 Lump sum for teachers, head teachers and senior teachers employed on 1 December 2023***

The parties agree that an additional one-off gross lump sum of \$500 be paid to all full-time kindergarten teachers, head teachers and senior teachers employed on 1 December 2023. The payment will be prorated for part-time teachers based on the teacher's FTTE on 1 December 2023 and for short-term relievers based on the proportion of working days available in 2023 that were worked by the teacher, provided at least one day of short-term relief was worked in Term 4, 2023.

Teachers who are bound by the KTCA on 1 December 2023 who, on that day were on approved leave under Part 4 of this collective agreement, will upon application on their return receive a one-off gross payment of \$500 provided they return to their position on or before the end of Term 2, 2024 or on or before 30 November 2024 for those on parental leave.

A teacher may be eligible to have the payment calculated under more than one category. However, no eligible teacher will receive a total gross payment that is less than \$50 or more than \$500. Clause wording is set out in Annexe 2; this wording will be removed in subsequent collective agreements.

### **4. Head Teacher professional time**

The parties agree to increase the amount of Head Teacher additional professional time to 40 hours per calendar year regardless of kindergarten type as set out in Annexe 3.

## **5. Head Teacher Sabbatical Leave**

The parties agree to introduce 20 paid sabbatical leave places per annum, each of 10 weeks duration, for Head Teachers from 2024. Eligibility criteria will be developed and published by the parties and employer representatives in 2023 as set out in Annexe 4.

## **6. Annual Holidays**

The parties agree to update the annual holiday provisions to reflect the different types of kindergartens as set out in Annexe 5.

The parties agree to delete clause 8.5.5 in relation to the accumulation of annual holidays for Senior Teachers. However as provided in the Holidays Act 2003 if the employer and teacher are unable to reach agreement as to when the teacher will take their annual holidays an employer may require annual holiday entitlement to be taken with at least 14 days' notice. The parties also agree to update the annual holiday provisions for consistency as set out in Annexe 5.

## **7. Sick Leave**

The parties agree to update the sick leave provisions to ensure they are compliant with the Holidays Act 2003 as set out in Annexe 6.

## **8. Definitions**

The parties agree to update the definitions for Teachers, Head Teachers and Senior Teachers as set out in Annexe 7.

## **9. Timing of Resignation**

The parties agree to exclude term breaks or periods when kindergartens are closed for instruction from the notice period unless agreed otherwise as set out in Annexe 7.

## **10. Parental Grant**

The parties agree to define what constitutes a return to work, and thus eligibility for the Parental Grant payment as set out in Annexe 7.

## **11. Related matters**

The parties agree that an implementation date of the increase to salary rates and the members' lump-sum payment provided in this settlement, by Kindergarten Associations, will be confirmed before paid union meetings planned for February 2023.

The parties agree that the terms and conditions in the collective agreement, bar the additional payment in clause 2.20.2 of the agreement and the associated guidance, will be passed on to teachers who are not members of NZEI Te Riu Roa.

## 12. Technical changes

The parties will make any agreed technical changes to the agreement before it is signed.

Signed in Wellington on xx December 2022 by:

Ella Hughes  
**Advocate NZEI Te Riu Roa**

Tanya Duncan  
**Advocate Ministry of Education**

Witnessed:

Jill Bond  
**for NZ Kindergartens Inc**

Nick Cockroft  
**for Early Childhood Leadership**

Sherryl Wilson  
**for Kindergarten Aotearoa**

**PART THREE: REMUNERATION****3.1 SALARY SCALES**

1. Subject to 3.2, the following salary rates apply:

a. K1 - Base-scale Teachers

<b>Unified Base Salary Scale for Trained Teachers</b>				
Step	Qualification Group Notations	Rates effective 12 July 2021	Rates effective 1 December 2022	Rates effective 1 December 2023
1	P1E, P2E, P3E	\$51,358	\$55,358	\$57,358
2		\$53,544	\$57,544	\$59,544
3	P3+E	\$55,948	\$59,948	\$61,948
4	P4E	\$58,133	\$62,133	\$64,133
5	P5E	\$61,794	\$65,794	\$67,794
6		\$65,776	\$69,776	\$71,869
7		\$70,040	\$74,040	\$76,261
8		\$75,190	\$79,190	\$81,566
9		\$79,413	\$83,413	\$85,915
10	P1M, P2M, P3M	\$85,490	\$89,490	\$92,175
11	P3+M, P4M, P5M	\$90,000	\$94,000	\$96,820

*Note: the provisions of clause 3.3 – Salary on Appointment apply*

b. K2 - Head Teachers

A relieving Head Teacher who is employed for a period of less than 10 weeks, including teachers in acting positions, will be entitled to the K2R rate as below (pro-rated for part-time Head Teachers).

<b>K2R</b>	Rate effective 12 July 2021	Rates effective 1 December 2022	Rates effective 1 December 2023
	\$92,175	\$96,175	\$99,060

A permanent or relieving (employed for a continuous period of at least ten weeks when a kindergarten is open for instruction) Head Teacher (as defined in clause 1.6.d) shall be entitled to the K2 salary rate as below (pro-rated for part-time Head Teachers).

<b>K2</b>	Rate effective 12 July 2021	Rates effective 1 December 2022	Rates effective 1 December 2023
	\$94,175	\$98,175	\$101,120

**3.2 UNIFIED BASE SALARY SCALE**

1 to 4 [no change]

5. Clause 3.2 shall apply from 1 December 2022 to 30 November 2024. Thereafter this clause will cease to apply and shall have no effect.

## PART EIGHT: SENIOR TEACHERS

### 8.3 SALARY SCALES

1. [no change]
2. Subject to 3.2, the following salary rates apply:

**a. Scale K3 Senior Teachers**

<b>K3</b>	Rate effective 12 July 2021	Rates effective 1 December 2022	Rates effective 1 December 2023
	\$99,327	\$103,327	\$106,427

**b. Scale K4 Senior Teachers**

<b>K4</b>	Rate effective 12 July 2021	Rates effective 1 December 2022	Rates effective 1 December 2023
	\$107,770	\$111,770	\$115,123

## 2.20 ADDITIONAL PAYMENTS

2.20.1 The parties to this Agreement recognise the value in their ongoing and productive relationship, including their joint efforts to build an environment in which the teaching profession is highly regarded, sustainable, and is fit for now and the future of learning. Collective bargaining is a key part of those joint efforts.

2.20.2 In recognition of the benefits arising out of the parties' relationship, including NZEI Te Riu Roa's role in negotiating terms and conditions for kindergarten teachers, head teachers and senior teachers, and the contribution of NZEI Te Riu Roa and its members make to the ongoing COVID-19 pandemic response, each full-time teacher who is a member of NZEI Te Riu Roa as at 3 March 2023 and is bound by this Agreement will be paid a one-off gross payment of \$750.

The payment will be pro-rated for part-time teachers based on their full-time teacher equivalent (FTTE) as at 3 March 2023.

Short-term relievers, as defined in clause 1.6, bound by this Agreement and who are members of NZEI Te Riu Roa on 3 March 2023 will receive the payment based on the proportion of the total number of available working days in 2022 that were worked, provided at least one day of short-term relief teaching was worked in Term 4, 2022.

Teachers who are members of NZEI Te Riu Roa as at 3 March 2023 and are bound by this Agreement, who on that day were on approved unpaid leave under Part 4 of this Agreement, will receive the one-off gross payment of \$750, on the 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 payment will be based on the calculation for the position that would have been applicable on 3 March 2023 had they not been on approved leave.

A teacher may be eligible to have the payment calculated under more than one of the above categories. However, no eligible teacher will receive a total gross payment that is less than \$75 or more than \$750.

2.20.3 A one-off gross lump sum of \$500 will be paid to all full-time kindergarten teachers, head teachers and senior teachers employed as at 1 December 2023.

The payment will be prorated for part-time teachers based on the FTTE on 1 December 2023 and for short-term relievers based on the proportion of working days available in 2023 that were worked by the teacher, provided at least one day of short-term relief was worked in Term 4, 2023.

Teachers on approved unpaid leave under Part 4 of this Agreement on 1 December 2023, will receive the one-off gross payment of \$500, on the return to their position providing that they return on or before the end of Term 2, 2024 or on or before 30 November 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.

A teacher may be eligible to have the payment calculated under more than one of the above categories. However, no eligible teacher will receive a total gross payment that is less than \$50 or more than \$500.

*Note: Clause 2.20, including the guidance below, will be removed in subsequent collective agreements.*

## Guidance based on the tenure of employment and for teachers on leave

<b>Employment Type</b>	<b>Union Member-only Lump Sum Entitlement (March 2023)</b>	<b>All Teacher's Lump Sum Entitlement (December 2023)</b>
Full-time teachers, head teachers and senior teachers	Union members who as at 3 March 2023 are bound by this agreement will receive the one-off gross payment of \$750	Teachers employed as at 1 December 2023 will receive the one-off gross payment of \$500
Part-time teachers, head teachers and senior teachers	Union who as at 3 March 2023 are bound by this agreement will receive a pro-rated one-off gross payment of \$750 based on their full-time teacher equivalent (FTTE) on 3 March 2023.	Teachers employed as at 1 December 2023 will receive a pro-rated one-off gross payment of \$500 based on their FTTE on 1 December 2023.
Short term relievers	Union members who as at 3 March 2023 are bound by this agreement will receive a one-off gross payment of \$750 based on the proportion of the total number of the available working days worked in 2022, provided they worked at least one day in Term 4, 2022.	Teachers will receive a one-off gross payment of \$500 based on the proportion of the total number of the available working days worked in 2023 up to and including 1 December 2023, provided they worked at least one day in Term 4, 2023.
Mix of part-time teaching and short-term relieving	Paid according to the proportion of each category of work (provided at least one day of short-term relief occurred during Term 4, 2022).	Paid according to the proportion of each category of work (provided at least one day of short-term relief occurred during Term 4, 2023).

<b>Scenarios</b>	<b>Entitlement</b>	<b>Entitlement</b>
Paid Leave	Union members on approved paid leave on 3 March 2023, will receive the one-off gross payment as outlined above based on the type of their position for which the leave was granted.	Teachers on approved paid leave on 1 December 2023, will receive the one-off gross payment as outlined above based on the category of their position for which the leave was granted.
Unpaid leave (other than parental leave)	Union members on approved unpaid leave on 3 March 2023, will receive the one-off gross payment based on the category of their position for which the leave was granted, on their return to their position providing that they return on or before the end of Term 2, 2023.	Teachers on approved unpaid leave on 1 December 2023, will receive the one-off gross payment based on the category of their position for which the leave was granted, on their return to their position providing that they return on or before the end of Term 2, 2024.
Parental Leave	Union members on approved parental leave on 3 March 2023, will receive the one-off gross payment based on the category of their position for which the leave was granted on their return to their position providing that they return on or before the end of Term 4, 2023.	Teachers on approved parental leave on 1 December 2023, will receive the one-off gross payment based on the category of their position for which the leave was granted on their return to their position providing that they return on or before 30 November 2024.
Retired/resigned from teaching	A teacher who resigned or retired from their position after 3 March 2023 but who was a union member	A teacher who resigned or retired from their position after 1 December 2023 but who was employed on 1



	and employed on 3 March 2023 will receive the one-off gross payment based on the category of their position from which they retired or resigned.	December 2023 will receive the one-off gross payment based on the category of their position from which they retired or resigned.
On leave with occasional short-term relief	Teachers who are on unpaid leave on 3 March 2023, who have undertaken occasional short-term relief during 2022 and were a union member on 3 March 2023 will receive the payment based on the short-term relief worked as outlined above. If the employee returns from leave on or before the date specified for the leave type above, they may apply for an additional payment based on the category of their position for which the leave was granted less the payment already received.	Teachers who are on unpaid leave on 1 December 2023, who have undertaken occasional short-term relief during 2023 will receive the payment based on the short-term relief worked as outlined above. If the employee returns from leave on or before the date specified for the leave type above, they may apply for an additional payment based on the category of their position for which the leave was granted less the payment already received.

## 2.5 HOURS OF WORK

2.5.1 [no change]

2.5.2 [no change]

2.5.3 The hours of work for full-time teachers either in Kindergarten Session, as defined in clause 1.6.l, or Kindergarten Day, as defined in clause 1.6.m, operations are those described below:

<b>Kindergarten Type</b>	<b>Maximum child-contact hours</b>	<b>Minimum professional time*</b>	<b>Additional Head Teacher professional time</b>
Session - with a sessional licence	26 hours per week	15 days per annum (or three ordinary working weeks) when the kindergarten is open or closed for instruction (term breaks)	40 hours per calendar year
Session - with an all-day licence	28 hours per week		
Day - open for instruction $\leq 32.5$ hours per week	30 hours per week	15 days per annum (or three ordinary working weeks) when the kindergarten is open or closed for instruction and will be timetabled by the employer	40 hours per calendar year
Day - open for instruction $>32.5$ hours per week	Teacher: 35 hours per week	7 days per annum when the kindergarten is open or closed for instruction	40 hours per calendar year
	Head Teacher: 30 hours per week		

\* Professional time is additional to the professional time provided as part of the total hours of work

**4.9 SABBATICAL LEAVE**

- 4.9.1 From the start of 2024, 20 paid sabbatical leave places, each of 10 weeks duration, will be available annually to Head Teachers, in accordance with the provisions of this clause.
- 4.9.2 Sabbatical leave could be used for a wide range of purposes such as research, study, and/or reflection. Applications, which must be made in consultation with the employer, should identify the purpose(s) and the likely benefits of the sabbatical.
- 4.9.3 Applications must use the process and meet the criteria developed by the Ministry, NZEI Te Riu Roa and Kindergarten Association employer representatives.

## 4.2 ANNUAL HOLIDAYS

Note: The following provisions are inclusive of and not in addition to the provisions of the Holidays Act 2003.

1. The overall objective of these clauses, together with 2.5, is to ensure that teachers receive a full years' salary for each full year of employment.
  - a. Teachers, other than short-term relievers, are entitled to six weeks paid annual holidays in respect of each completed 12 months of employment (Refer s16 of the Holidays Act 2003 for the impact of leave without pay on continuous employment).
  - b. Teachers are entitled to one day's paid holiday to be taken between Christmas and New Year in addition to the annual holidays' entitlement.
  - c. Teachers employed in kindergartens that operate term breaks agree to take their annual holidays in advance of the entitlement falling due, during periods that the kindergarten is closed for instruction unless there is agreement between the employer and teacher to do otherwise.
  - d. Any annual holidays unable to be taken when the kindergarten is closed for instruction must be taken by agreement. Where agreement between the employer and teacher cannot be reached; the employer may direct the teacher to take annual holidays entitlement with not less than 14 days' notice; the employer cannot unreasonably withhold consent to a teacher's request to take annual holidays.
  - e. Teachers employed in kindergartens that do not operate term breaks may take annual leave at any time during the year following prior agreement with the employer whose agreement shall not be unreasonably withheld. The employer must ensure that the teacher is able to take a two-week period of uninterrupted leave annually.
  - f. For the purposes of calculating the entitlement to annual holidays, professional time (which includes term breaks) or the entitlement to be paid when the kindergarten is closed for instruction pursuant to 2.5 of this Agreement:
    - i. in the case of a resignation, the termination date will be the date the teacher nominates as the last date that they will be available to attend the kindergarten or elsewhere to carry out duties and responsibilities connected with their employment.
    - ii. in the case of termination, the termination date of the teacher will be the date specified by the employer in the notice of termination in accordance with clause 2.12.
  - g. Where a teacher's employment terminates on the last working day before a public holiday, the teacher will be entitled to be paid for the public holiday concerned.
  - h. Where a teacher ceases employment before becoming entitled to annual holidays under clause 4.2.1(a), the employer will pay the teacher a sum equivalent to 12 percent of their gross earnings, less any payments made to the teacher for annual holidays taken in advance.
  - i. Where a teacher who has become entitled to annual holidays under clause 4.2.1(a) ceases employment before taking their full entitlement, the employer must pay the teacher, upon termination, for the proportion of the annual holiday entitlement not taken.
  - j. Where a teacher ceases employment and has taken more annual holidays than their entitlement under clause 4.2.1(a), the employer will not recover the payment for those annual holidays.

## **8.5 ANNUAL HOLIDAYS**

Note: The following provisions are inclusive of and not in addition to the provisions of the Holidays Act 2003.

1. Senior Teachers are entitled to six weeks paid annual holidays in respect of each completed 12 months of employment (Refer s16 of the Holidays Act 2003 for the impact of leave without pay on continuous employment).
2. Senior Teachers are entitled to one day's paid holiday to be taken between Christmas and New Year in addition to the annual holidays entitlement.
3. Senior teachers may take annual leave at any time during the year following prior arrangement with the employer whose consent shall not be unreasonably withheld. The employer shall ensure that the senior teacher is able to take a two-week period on uninterrupted leave annually.
4. Where agreement between the employer and teacher cannot be reached, the employer may direct the teacher to take annual holidays entitlement with not less than 14 days' notice.
5. Where a senior teacher's employment terminates on the last working day before a public holiday, they will be entitled to be paid for the public holiday concerned.
6. Where a senior teacher ceases employment before becoming entitled to annual holidays under clause 8.5.1, the employer will pay them a sum equivalent to 12 percent of their gross earnings, less any payments made to the teacher for annual holidays taken in advance.
7. Where a senior teacher who has become entitled to annual holidays under clause 8.5.1 ceases employment before taking their full entitlement, the employer must pay them, upon termination, for the proportion of holiday entitlement not taken.

### 4.3 SICK LEAVE

Note: The following provisions are inclusive of and not in addition to the provisions of the Holidays Act 2003.

1. Teachers, other than short term relievers, are entitled to ten days sick leave on pay: upon appointment to a teaching position covered by this Agreement; and for each subsequent 12 months of completed continuous employment.
2. Short-term relievers shall retain their sick leave accumulation and be entitled to future sick leave either in accordance with the Holidays Act 2003 or on the basis that every 190 days or 950 hours equals one year of sick leave employment, whichever is the greater.
3. A short-term reliever who has accepted an offer of a period of short-term relief teaching and who cannot work on a day(s) during that period because they are sick, or because their spouse, partner, or someone dependent on the short-term reliever for care is sick, is entitled to paid sick leave for the day or hours they would have worked, provided they have sick leave entitlement available.
4. Discontinuous employment with the same employer may be recognised for sick leave purposes.
5. Sick leave not used in the year in which it is granted may be accumulated for use in the subsequent years, to a maximum of 306 days.
6. In exceptional circumstances the employer may grant sick leave with pay in anticipation of a future entitlement.
7. Where the teacher has anticipated sick leave, the necessary adjustment will be made to the teacher's final pay should the teacher's employment be terminated before the next sick leave entitlement falls due, unless the employer determines otherwise.
8. Teachers will have sick leave debited from their entitlement only for absences on days the kindergarten is open for instruction, or a day stated in the calendar as professional leave and on days which the teacher would normally have worked.
9. When sick leave of three days or more is taken, a medical certificate from a registered health practitioner must be produced at the teacher's expense if the employer so requires.
10. Where the employer considers it warranted, the employer may at its expense require a teacher to produce a medical certificate or other evidence satisfactory to the employer, when less than three days' sick leave is taken.

#### 11. Domestic Leave

The employer will grant sick leave under this sub-clause when the teacher is absent from work to attend a member of the teacher's family/whanau\*, who through illness, is dependent upon the teacher. This leave will be debited against the teacher's sick leave entitlement.

*\*The teacher's family / whanau includes the teacher's spouse or partner, a dependent child or dependent parent of the teacher or of the teacher's spouse or partner or any relative or person who is demonstrated to have a dependency on the teacher.*

#### 12. Change of Employer

A teacher who starts employment with a different Association or comes from employment with the Early Childhood Service of Te Aho o Te Kura Pounamu, is entitled to transfer up to 106 days accumulated sick leave. An employer may agree to transfer more days of accumulated sick leave at its discretion.

### **13. Disregarded Sick Leave**

Sick leave not exceeding an overall aggregate of two years may be granted by the employer in circumstances where an illness can be traced directly to the conditions or circumstances under which the teacher is working, or where an injury suffered by the teacher in the discharge of duties occurred through no fault of the teacher, and where payment has not been made by the Accident Rehabilitation and Compensation Insurance Corporation. Leave granted under this sub-clause will not be debited from the employee's sick leave entitlement.

## 1.6 Definitions

- a. **Teacher** means a teacher certificated by the Teaching Council of Aotearoa New Zealand who is employed on teaching duties in a recognised free kindergarten.
- b. **Head Teacher** means a teacher certificated by the Teaching Council who is the pedagogical and operational lead of a recognised free kindergarten in addition to undertaking teaching duties, as determined by the employer in agreement with the teacher and in accordance with the teacher's position description.
- c. **Senior Teacher** means a teacher certificated by the Teaching Council who provides professional support and guidance and carries out administrative and management roles under delegation from their employer across kindergartens within or across a Kindergarten Association(s) as determined by the employer in agreement with the teacher and in accordance with the teacher's position description.

*Renumber clauses h - n to d - j*

## Timing of Resignation

### Clause 2.13.1

In the case of all permanent teachers a minimum of one month's notice of termination of employment, exclusive of a term break or period when the kindergarten is closed for instruction, shall be given by either the employer or the teacher unless otherwise agreed. The employer and teacher may agree to payment in lieu of notice. However, nothing in this clause shall prevent dismissal without notice for serious misconduct.

## Parental Grant

### Clause 4.5.2

- a) Where a permanent employee or long-term reliever takes primary carer leave under the PLEPA, and subsequently returns to work in a permanent or long-term relieving position in the Association that granted the leave, for a period of at least six weeks before or upon the expiry of their parental leave, that employee shall be paid at that time a parental grant as specified in 4.5.2.b. An employer may agree to pay the grant on departure for the leave or prior to their return to work.