

Union Matters

As a principal, you are both a board employee and the manager of staff. This means that you will be interacting with your union (NZEI Te Riu Roa) as a union member but also as the employer of staff who may be members of NZEI Te Riu Roa (in the case of primary and area school teachers and support staff in schools)

There may also be situations where you will be dealing with another union, i.e.

- PPTA Te Wehengarua – in the case of some area school teachers; or
- E tū – in the case of school caretakers, cleaners and canteen staff

Collective Agreements

NZEI Te Riu Roa principal members are covered by either the Primary Principals Collective Agreement or the Area School Principals Collective Agreement. Almost all other school sector staff are covered by current collective agreements. The table below simplifies the questions of coverage:

Name of collective agreement	Positions covered	Union party	Dates of current collective agreement
Primary Teachers (including deputy and assistant principals and other unit holders) Collective Agreement	Teachers in primary schools (including normal, intermediate and model schools); special schools and the primary section of Te Aho o Te Kura Pounamu)	NZEI Te Riu Roa	1 July 2019 – 30 June 2022
Area School Teachers Collective Agreement	Teachers in area schools	NZEI Te Riu Roa and PPTA	1 July 2019 – 30 June 2022
Support Staff in Schools Collective Agreement	All support staff (i.e. non-teaching staff) employed in primary and secondary schools except those covered by the KRCA or the School Caretakers, Cleaners and Canteen Staff Collective Agreement or some specific roles such as careers advisors and guidance counsellors	NZEI Te Riu Roa	13 December 2019 - 6 February 2022
Kiārahi i te Reo; Therapists, ATSSD and Special Education Assistants Collective Agreement	Kiārahi i te Reo, physio- and occupational therapists, assistants to teachers of students with severe disabilities and special education assistants	NZEI Te Riu Roa	13 December 2019 - 6 February 2022
Secondary Teachers Collective Agreement	Specialist secondary teachers of technology of classes at Years 7 and 8 in technology host schools or at schools or centres	PPTA	1 July 2019 – 30 June 2022

	where the specialist secondary teacher is employed to predominantly (i.e. 70% or more) teach technology classes at Years 7 and 8.		
School Caretakers, Cleaners and Canteen Staff Collective Agreement	Caretakers, directly employed cleaners and canteen staff other than canteen managers	E tū	11 December 2019 – 11 February 2022

Union Rights

The Employment Relations Act 2000 and each of the collective agreements listed above outline some union rights, i.e.

Access to Schools

Union representatives are *entitled to to enter at all reasonable times upon the premises for purposes related to the employment of its members or for purposes related to the union's business or both. The representative shall enter at a reasonable time and in a reasonable way and comply with existing safety, health and security procedures and requirements applying in respect of the school.*

For the purposes of this provision, *union representative* of NZEI Te Riu Roa includes a staff member of the union or a duly elected official of the union or a member leader designated as a union representative.

Deductions (common provision in all school collective agreements)

Any employer, when requested in writing by the secretary of the union, shall, within one month after the receipt of such request, supply to the union a list of the names of all employees coming within the scope of this Agreement when in their employ, subject to such employees having given permission (but such request shall not be made to the employer at intervals shorter than six months).

In accordance with authorities signed by individual employees, the employer shall arrange for the deduction of union subscriptions for all union members covered by this Agreement

Paid Union Meetings

- *The employer must allow every union member employed by the employer to attend at least two union meetings (each of a maximum of two hours' duration) in each calendar year.*
- *The union must give the employer at least 14 days' notice of the date and time of any union meeting to be held.*
- *The union must make such arrangements with the employer as may be necessary to ensure that the school remains open for instruction during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the school to remain open for instruction.*

There is some inherent contradiction between these bullet points. However, the intent of the legislation is to enable union members to attend two paid union meetings per

year. When calling paid union meetings for teachers and for support staff, NZEI Te Riu Roa will generally call sufficient meetings in each location to enable some members to attend one meeting and the others a second or alternative meeting.

Generally, when scheduling paid union meetings for principals, NZEI Te Riu Roa will work in with local principals' associations to agree the optimal time and date for each meeting. The union also looks to provide online versions of the meetings for principals of remote schools unable to attend a physical meeting.

New Employee Forms (Active Choice)

The Employment Relations Amendment Act 2018 introduced the following new provision related to informing new employees of the applicable union covering their work and a requirement on employers to inform that union of each new employee (subject to the exceptions noted below)

62A Employer must share new employee information with union unless employee objects

(1) This section applies to an employer who enters into an individual employment agreement with a new employee under section 62.

(2) The employer must, within 10 days after the employee commences employment with the employer, provide the employee with a form approved by the chief executive under section 237AA that the employee may complete and return in accordance with subsection (4) for the purposes of—

(a) notifying the employer whether the employee intends to join a union (or a particular union):

(b) objecting to the employer providing information about the employee to,—

(i) if the employee does not intend to join a union, any union; or

(ii) if the employee intends to join a particular union, any other union.

(3) The form must be accompanied by a notice that—

(a) specifies the period during which the employee may complete and return the form, which is the period described in subsection (4); and

(b) explains that, unless the employee objects in accordance with this section, the employer will provide the following information to each union that is a party to a collective agreement that covers the work to be done by the employee:

(i) the name of the employee:

(ii) whether the employee has, during the period,—

(A) notified the employer that the employee intends to join the union; or

(B) notified the employer that the employee does not intend to join the union; or

(C) not completed and returned the form.

(4) The employee may complete and return the form during the period that—

(a) starts when the employee receives the form; and

(b) ends 30 days after the employee commences employment with the employer.

(5) The employer must, within 10 working days of the expiry of the period described in subsection (4), provide the following to each union that is a party to a collective agreement that covers the work to be done by the employee (unless the employee has objected in accordance with this section):

(a) the name of the employee:

(b) if the employee completes and returns a form in accordance with this section, the completed form:

(c) if the employee does not complete and return the form in accordance with this section, notice that the employee did not complete and return the form.

(6) Nothing in this section limits or affects the right of an employee to become, or not to become, a member of a union or a particular union at any time.

(7) An employer who fails to comply with this section is liable to a penalty imposed by the Authority.

NZEI Te Riu Roa has produced a [flowchart](#) which simplifies the process you will need to follow to comply with this obligation.

Relationship between the union and schools

Notwithstanding the legislative requirements outlined above, NZEI Te Riu Roa places great importance on maintaining positive and constructive relationships with school leaders. While the union's first responsibility in the school sector is to its members – principals, teachers and support staff alike – it also is a staunch advocate for quality public education. As such, the union sees itself as a partner to schools in promoting the best possible schooling system for this country. The better the quality of the schooling provision, the better the work environment for NZEI Te Riu Roa members. The two are inextricably connected.

There will be occasions where the union may take a different view to a principal with regard to an individual matter pertaining to a staff member at that principal's school. In such circumstances there are two points of which principals should be aware:

- It is never personal. NZEI Te Riu Roa representatives are trained to focus on the issue, not the individuals concerned;
- NZEI Te Riu Roa representatives are also expected to get both sides of any story before forming a view on the rights and wrongs of any scenario.

Supporting Principals as NZEI Te Riu Roa Members

NZEI Te Riu Roa has set up a range of structures and processes to support its principal members. These include:

- Five dedicated Principal Support Officers (PSOs) employed exclusively to work alongside the union's approximately 1,900 principal members
- A dedicated Principals Helpline (0508 774 624 725) accessible only to principal members and staffed by PSOs

- An annual Rural and Teaching Principals Conference
- Regular PLD opportunities designed specifically for principals
- A fortnightly Principal to Principal (P2P) online newsletter
- A Principals Council including representatives for all 14 NZEI Te Riu Roa area councils as well as representation from NZPF, NZAIMS, Te Akatea, NZ Pasifika Principals' Association; Special Schools, Area Schools, Catholic Schools, Normal & Model Schools, U1&2 schools and the union's National Executive and Te Reo Areare governance bodies
- In addition, regular PLD programmes are offered for Aspiring Principals and for Beginning Principals

At times, when the principal is acting on behalf of the board as an employer in a matter involving another NZEI Te Riu Roa member, the union is not able to represent the principal directly. That is the role that the government funds NZSTA to fulfil. However, principals can still seek the support and advice of their PSO in any such scenario.