

**IN THE EMPLOYMENT RELATIONS AUTHORITY
CHRISTCHURCH**

**I TE RATONGA AHUMANA TAIMAHI
ŌTAUTAHI ROHE**

[2024] NZERA 124
3233359

BETWEEN DELPHI SUE DIXON
 Applicant

AND THE TE AHO O TE KURA
 POUNAMU BOARD OF TRUSTEES
 Respondent

Member of Authority: Antoinette Baker

Representatives: Applicant in person
 Kate Allan and Megan Richards, counsel for the Respondent

Investigation Meeting: 19 October 2023

Submissions: 3 November 2023 from Respondent
 17 November 2023 from Applicant

Further Information: 30 November 2023 from the Applicant
 30 November 2023 from the Respondent

Determination: 1 March 2024

DETERMINATION OF THE AUTHORITY

[1] This determination is about the interpretation of the collective agreement that applies to the applicant, Ms Dixon in her employment with the respondent (Te Kura). Ms Dixon disputes Te Kura's interpretation that she is not entitled to an 11% loading on her salary as a part time permanent secondary school teacher. If it is found she is entitled to the loading she claims arrears in pay from when she commenced her role at the beginning of Term One in 2023.

Te Kura says that the loading does not apply to Te Kura teachers by interpretation of the applicable collective agreement and by historic application.

[2] The relevant collective agreement is the Secondary Teachers' Collective Agreement 2022-2025 (2022 STCA). The previous collective agreement was still in force when the initiating documents were lodged in the Authority. The 2022 STCA has since been negotiated and ratified and applies retrospectively to the whole of the time that Ms Dixon has been in her current role. The 2022 STCA is the document that I now need to interpret as to whether the 11% loading applies to her salary and if so whether Te Kura is to pay her a backpay for the short fall.

The Authority's investigation

[3] Under Part 10, s 161 (1)(a) of the Employment Relations Act 2000 (the Act), the Authority has 'exclusive jurisdiction to make determinations about employment relationship problems generally, including disputes about the interpretation, application, or operation of an employment agreement'.

[4] For the Authority's investigation, initiating documents were lodged, following which I held a phone conference. After the phone conference Ms Dixon withdrew her grievance claim that she had been disadvantaged in her employment due to the way she has not been paid the 11% loading.¹ This left the single issue of contractual interpretation regarding the 11% loading.² I made directions for the provision of evidence which was lodged prior to an investigation meeting. At the investigation meeting I heard evidence from Ms Dixon and her colleague, Margaret Route; for Te Kura, managers Amy Stewart and Courtney Parkes, and Tanya Duncan, Chief Advisor for the Ministry of Education's Employment Relations Advisory team and a former human resources manager for Te Kura. Parties had the opportunity to ask questions of all witnesses. Written submissions were timetabled and received after the investigation meeting including further communications from both parties.

¹ Employment Relations Act 2000, s 103(3) likely applied in relation to bringing a disadvantage claim deriving solely from the interpretation of any provision of an employment agreement.

² The issue set out at Paragraph [8] a. in the Directions of the Authority dated 14 August 2023.

[5] Under s 174E of the Act, I make findings and outline conclusions to resolve the disputed issue of contractual interpretation before me. Section 174E includes that I am not required to set out all evidence and submissions.

Participation of the parties to the STCA 2022 in these proceedings

[6] Te Kura is Ms Dixon's employer and is bound to abide by the 2022 STCA that covers her terms and conditions of employment. Parties to the 2022 STCA are the Secretary of Education³ (the Secretary) and the New Zealand Post Primary Teachers Association (PPTA). Te Kura is not a party to the 2022 STCA but the Secretary is obliged to consult⁴ with representatives of Boards of Trustees (employers) when negotiating a collective. Under s 129 of the Act, Ms Dixon, while not a party to the 2022 STCA is entitled to bring a dispute about its interpretation because she is a person 'bound by the agreement.' However, under s 129(2) of the Act Ms Dixon is required to notify the parties to the 2022 STCA 'of the existence of the dispute' she brings. I am satisfied she has done this.

Participation by the Secretary after notification of these proceedings

[7] Te Kura asked Tanya Duncan, Chief Advisor for the Ministry of Education (the Ministry) in the Employment Relations Team to give evidence. Ms Duncan was employed by Te Kura for nearly 20 years and then seconded to the Ministry and was part of the Ministry's bargaining team in 2007, then in various background capacities for successive bargaining rounds but limited to a role doing costings for the 2019 bargaining. She was again part of the bargaining team for the 2022 STCA during the last few months prior to it being signed on 10 August 2023.⁵ She has provided evidence both in that capacity and about her experience at the bargaining table for the STCA 2022 and previous collectives since 2007. Her evidence includes confirmation that she had the authority from the Ministry to speak on its behalf about the facts and the matters in her evidence.⁶ Prior to the Investigation Meeting, counsel for the Ministry of Education, Ms Harrison, identified that she was instructed to accompany Ms Duncan to the Investigation Meeting and take notes but not take part in the proceedings. I had no objection to

³ Acting under delegation from the Public Service Commissioner: Public Service Act 2020, Schedule 3, cl 6; Education and Training Act 2020, s 586(5).

⁴ Education and Training Act 2020.

⁵ Witness Statement of Tanya Susan Duncan at 1.4.

⁶ Witness Statement of Tanya Susan Duncan at 1.5.

Ms Harrison attending the Investigation Meeting in the public gallery and did not consider note taking to be something that I needed to restrict in order to conduct my investigation.

Participation by the PPTA after notification of these proceedings

[8] The PPTA has not identified itself as taking any part in these proceedings. Ms Dixon has progressed the matter before me ostensibly herself albeit saying she did seek assistance which appears not to have been from the PPTA. After the investigation meeting (and objected to by Te Kura) Ms Dixon sought and provided letters from the PPTA confirming it did not provide 'dual representation'. I take nothing from this evidence.

Further Background

[9] Ms Duncan provided me with some general background history of Te Kura. Ms Stewart as a current Te Kura Regional Manager has also provided some background to Te Kura. I find it useful to briefly outline this evidence based on the respective knowledge of both witnesses.

[10] Te Kura operates what has historically been known as the Correspondence School in New Zealand. Te Kura was established in 1922 for just primary age children living in remote places and soon expanded over the years to include enrolment for secondary school (likely spurred by those progressing as the first students); for those with special needs (mid-1930s) and from the 1970s, enrolments in early childhood education. There are now also adult students mainly obtaining a second chance at secondary education.⁷

[11] Te Kura currently offers schooling for a wide variety of student including those excluded from face-to-face schools; those overseas or from itinerant families; students who are elite athletes or performers where their commitments make schooling impossible and or children who are unable to access early childhood education locally. Currently, a 'significant portion' of students are accessing specific subjects not available at their own schools.⁸

[12] Te Kura operates delivery of education to secondary student level largely online as opposed to earlier pre digital times when communication was obviously paper based through

⁷ Witness Statement of Tanya Susan Duncan at 2.3.

⁸ Witness Statement of Tanya Susan Duncan at 2.3, 2.4 and 2.5.

the postal service. For example, the school now operates a digital portal that allows the students to have flexibility as to when they engage at their own pace. Equally the student's teacher can have flexibility when to engage.⁹ In short Te Kura does not operate school buildings and facilities that students physically attend although meetings face to face can occur with students and their whanau as necessary and arranged by their teacher.

The law

[13] The Supreme Court has set out the objective approach to be used in contractual interpretation which involves as the 'ultimate objective' the establishment of what the parties intended their words to bear. Background material can be helpful as a 'cross check', even if the words used appear to be unambiguous.¹⁰ The Employment Court has confirmed that background material must be reasonably relevant, objective and should not include a party's subjective intentions about what was meant.¹¹

[14] If a contract is silent about a certain term or condition, then to imply the term later includes asking amongst other things whether a term is so obvious that the parties might be heard to say, 'we didn't bother to say that; it is too clear.'¹² An implied term is not a term that is added to a contract, but the implying is simply to recognise it should be there as a matter of construction.¹³

[15] The Employment Court¹⁴ has recently referred to guidance from the Supreme Court when interpreting an earlier secondary school teacher collective agreement (a predecessor to 2022 STCA) albeit regarding a different interpretation issue:

...the context provided by the contract as a whole informs meaning. If the language at issue construed in the context of the contract as a whole has an ordinary and natural meaning, that will be a powerful, albeit not conclusive, indicator of what the parties meant.

⁹ Witness Statement of Amy Ann Stewart at paragraph 2.1.

¹⁰ *Vector Gas v Bay of Plenty Energy Limited* [2010] 2 NZLR 444 (SC) at [4] and [19].

¹¹ *Kiwirail Limited v Mobbs* [2020] NZEmpC 139 at [19]

¹² *Relgate v Union Manufacturing Co (Ramsbottom)* (1918)1 KB 592 (PC), Scrutton LJ at 605.

¹³ *Dysart Timbers Limited v Nielsen* [2009] NZSC 43, Tipping and Wilson JJ.

¹⁴ *New Zealand Poet Primary Teachers' Assoc v Board of Trustees, Rodney College* [2022] NZEmpC 118 at [76] and [77] citing *Firm PI 1 Ltd v Zurich Australian Insurance Ltd* [2015] 1 NZLR 432 at [60] - [63].

[16] I accept the submission for Te Kura that the Employment Court has also highlighted the particular nature of collective agreements which unlike commercial agreements often have a long relationship history. Most recently the Employment Court¹⁵ has observed that:

employment agreements are not akin to arms-length business agreements; they involve people and human interactions (not the economic exchange of money for goods); they occur within the framework of multifaceted obligations, both statutory (such as mutual obligations of good faith) and common law (such as the obligation of fidelity and fair dealing). These features provide relevant context when the Court is asked to determine a dispute as to the correct interpretation, application and/or operation of collective agreement (in this case) or an individual employment agreement.

How is Ms Dixon's role covered by the 2022 STCA?

[17] The coverage of the 2022 STCA at clause 1.4 says it

... covers work in state and integrated schools by:

- Teachers in secondary (Year 9-13) schools and their subsidiary units (including activity centres); and
- Teachers in Year 7-13 schools and their subsidiary units (including activity centres);
- Specialist secondary teachers of technology at Years 7 and 8 in technology host schools or at schools or centres where the specialist secondary teacher is employed to predominantly teach technology classes at Years 7 and 8.
- Teachers in composite (other than area) schools and special schools and units who teach year 9 and above students; and
- Itinerant teachers of instrumental music employed by secondary schools; and

¹⁵ *Le Gros v Fonterra Co-operative Group Limited* [2023] NZEmpC 193 at [25], Chief Judge Inglis.

- *Secondary teachers responsible for teaching and learning programmes for students years 9 and above, or across years 7-10 in Te Aho o Te Kura Pounamu (the Correspondence School), and /or support for those students. The responsibility may be in the development and or delivery of these programmes or support.*

[18] From June 2021 Ms Dixon was employed by Te Kura as a secondary teacher in fixed term roles and from January 2023 (Term One) Ms Dixon has been employed by Te Kura permanently as a .6 part time secondary teacher increasing to .7 in June 2023. She is covered by the 2022 STCA by virtue of the above italicised clause (my own emphasis).

Is there a plain and ordinary meaning to show that clause 4.4.2 of the 2022 STCA applies to Ms Dixon’s role in that ‘class contact hours’ and ‘any timetabled non-contact time’ applies to Ms Dixon in her part time secondary school teacher role at Te Kura?

[19] There are twelve ‘Parts’ to the 2022 STCA. The clause that refers to the 11% loading that is disputed as to its meaning is included in ‘Part Four: Remuneration’ and includes:

4.4.2 Part-Time Teachers (Permanent, Long-Term Reliever and Fixed Term)

(a) **Until 28 January 2025** the fortnightly salary of a part-time teacher, i.e. a teacher employed less than 0.9 FTTE, will be based on the step in the applicable base salary scale that the teacher would receive if employed full-time as follows:

- (i) The number of hours for which payment is made is the sum of the number of class contact hours plus any timetabled non-contact time. This sum shall be increased by 11 percent which is equal to an additional payment of one hour for each nine timetabled hours.
- (ii) In return for the additional payment, part-time teachers on a pro-rata basis are expected to share, at least to this extent, in the activities of the school which are outside classroom teaching as and when they are required by the principal.

[20] The above is immediately followed by two italicised examples presumably to assist further understanding as to how the entitlement is calculated. Both examples reference a teacher’s hours according to ‘timetabled’ ‘class-contact’ and ‘non-class contact’ hours.

[21] Ms Dixon works as a part time permanent secondary teacher working less than .9 FTTE . Clause 4.4.2 has the heading:

Part-Time Teachers (Permanent, Long Term Reliever and Fixed Term

[22] Ms Dixon says this means she is entitled to be paid the 11% loading. However, clause 4.4.2(a)(i) says that the 11% loading is calculated from the ‘sum’ of two things, things that Te Kura says do not apply to Ms Dixon’s role:

the number of class contact hours plus any timetabled non-contact time

[23] Te Kura says that Ms Dixon’s hours of work at Te Kura do not consist of ‘class contact hours’ and ‘timetabled non-contact time’ and that this is supported by comparing the wording of Part Five and Eleven of the 2022 STCA, the latter only applying to Te Kura. I find it appropriate to consider whether the terms ‘class contact hours’ and ‘timetabled non-contact time’ can be given a plain and ordinary meaning from also considering those further parts in the 2022 STCA.

[24] Ms Duncan gave evidence that much of the text in the 2022 STCA derives from the ‘Green Manual’ which remains archived in hard form. Her evidence is that this manual recorded teacher entitlements even before Boards of Trustees took over the administration of schools in 1989 and goes back to the time of industrial awards. The copy I have been provided of an earlier form of clause 4.4.2 of the 2022 SCTA is dated ‘Oct 81’. Ms Duncan says that over the decades the text in the Green Manual was added to or amended rather than at any one time a whole new collective drafted from scratch. She expressed the view that this may explain some of the ‘length, wording and some of the complexity of the current STCA.’

[25] Ms Duncan has further said that from 1993 because language in the early collectives related to all secondary teachers of non-distance schools, a separate section with ‘bespoke terms and conditions’ was from then included to apply only to Te Kura. I find this context helpful and it sensibly supports reading wider (within 2022 STCA) than just 4.4.2 to ascertain its meaning.

[26] If Ms Dixon’s part time hours of work cannot reasonably be interpreted as including ‘class contact time’ and ‘timetabled non-contact time’ it will not be possible to calculate the 11% loading as it is written under clause 4.4.2(a)(i). This would support not finding she is eligible to the 11% loading.

Part Eleven 2022 STCA

[27] Part Eleven in the 2022 STCA is as follows:

PART ELEVEN: Te Aho o Te Kura Pounamu (the Correspondence School)

11.1 General

11.1.1 Except as is expressly provided otherwise in this Part the terms and conditions of employment of secondary teachers in Te Aho o Te Kura Pounamu (Te Kura) are those set out in this agreement’.

11.2 Hours of Work

11.2.1 In order to carry out their duties in terms of this agreement it may be necessary for teachers to work more than 40 hours per week. The normal hours of work for teachers however should, as far as practicable, not exceed 40 hours per week Monday to Friday.

11.2.2 Teachers are normally required to be present on the site for at least 35 of their working hours per week. These hours may be worked between 7.00am and 6.00pm daily from Monday to Friday inclusive, with a required core attendance time of 9.00am to 3.00pm. A lunch break of one hour is to be taken generally between the hours of 12.00 noon and 2.00pm (unless agreed otherwise) provided that the timing of the lunch break does not interfere with operational activities.

11.2.3 [Applies where with the agreement of the employer a teacher works flexible hours] .

11.2.4 The parties recognise the need for kaiako to have sufficient time to engage with whānau and ākonga in order to deliver high-quality, future focused, teaching and learning and that Student: Teacher ratios are a crucial part of that. The employer, following consultation with kaiako, will annually review:

- Ākonga: Subject kaiako ratios;
- circumstances where individual teachers have a ākonga: subject kaiako ratio consistently above allocations;
- Ākonga: Kaimanaaki ratios; and
- any other relevant matters.

[28] The remainder of Part Eleven includes ‘1.3 Procedures for Determining Surplus Staffing’ which I read to be a comprehensive process for proposing to change or disestablish role including service time ‘severance’ pay entitlements; ‘11.4 Off-site Allowance’; and ‘11.5

Management Allowances.’ I note here and will return to this later, that these clauses all start by specifically excluding the applicability of clauses elsewhere in the 2022 STCA.

Part Five of the SCTA

[29] Part Five: Hours of Work of the 2022 STCA is extensive. I do not include it all here. Te Kura submits that it recognises two different types of work being ‘contact time’ and ‘non-contact time’ in which teachers perform other responsibilities for their role. I agree. At this point, on the face of it, Ms Dixon would seem to do both of these things if they are terms to be read without further definition. However, cl. 5.1 includes days and hours of work, and cl. 5.3 refers to particular hours that are to be timetabled for contact and non-contact time. I note further that cl 5.2 has a mandatory requirement for there to be a ‘timetabling policy’ to do timetable these hours. I find that Part Five is peppered with language relating to a particular timetabling of teacher hours, a timetabling regime that does not apply to Ms Dixon’s role because on an ordinary meaning her Hours of Work specifically agreed to under Part Eleven are inconsistent with those described in Part Five.

[30] I accept as helpful Te Kura’s submission that Part Five distinguishes between ‘time tabled’ and ‘non-timetabled time’ based on the way a teacher in a non-distanced school (as opposed to Te Kura) has a fixed timetable according to their FTE hours, a direct link to the different way non-distance schools are funded as per numbers of FTEs allocated, rather than bulk funding to carry out the service delivery (Te Kura) of distance programmes for students. Even if I am wrong to take this into account it gives a logical explanation to the reason for the ‘timetabling’ regime.

[31] Part Five indicates ‘allocation’ and requirement on teachers to work certain hours either ‘assigned’ to them (for example cl 5.1.1) or ‘allocated’ to them (for example cl 5.1.5). This is different to the timetable that Ms Dixon says she operates under with what I accept is flexibility to self-manage even if (as she says) she feels that Te Kura ‘require’ her to undertake various non-teaching activities, a point I will return to below under further context.

[32] Part Eleven includes a descriptor of hours of work to be performed by teachers at Te Kura more consistent with the description of Te Kura teachers in the cl 1.4 coverage clause where they are described as responsible for delivering a service:

11.2.2 Teachers are normally required to be present on the site for at least 35 of their working hours per week. These hours may be worked between 7.00am and 6.00pm daily from Monday to Friday inclusive, with a required core attendance time of 9.00 to 3.00pm. A lunch break of one hour is to be taken generally between the hours of 12.00 noon and 2.00pm (unless agreed otherwise) provided that the timing of the lunch break does not interfere with operational activities.

I accept this wording is inconsistent with Part Five's hours of work and reads more like the expectation on a salaried worker, not one where their hours are compartmentalised into specific timetabled 'contact' and 'non-contact' time against a mandatory timetable.

[33] Ms Dixon has objected to Te Kura likening the difference between her role at Te Kura with that in a non-distance school as being more of an 'office environment.' However, I find the analogy useful to consider. I find there is a clear distinction reasonably read in clause 11.2.2 in that it does not relate to the sort of 'allocated', or 'assigned' timetabled contact and non-contact hours on a school premises that form teacher hours that relate to Part Five, and as a base line are necessary to calculate the 11% loading at clause 4.4.2(a)(i).

[34] While Ms Dixon has put forward that she also works to a 'timetable' I do not accept this is the same as the expressed notion of 'timetabled' hours included in Part Five that relate specifically to 'contact' and 'non-contact' time. This is an important distinction because it links me back to the starting point of whether clause 4.4.2(a)(i) relates to Ms Dixon's role at Te Kura.

[35] I find the calculation for the 11% loading cannot be made for Ms Dixon's hours of work. It requires the sum of 'class contact hours plus any timetabled non-contact time' which are effectively terms used throughout Part Five having specific meaning. Part Eleven sets out the Hours of Work applying to Ms Dixon's role specific to Te Kura and they are consistent with Part Five. While the Hours of Work in Part Eleven does not expressly say that the 11% loading does not apply to Te Kura Teachers like other exclusion references in Part Eleven, I find cl. 11.1.1 covers this based on the plain reading finding that I have now made.

[36] Based on the above I find that the 11% loading expressed in cl 4.4.2(a)(i) does not apply to Ms Dixon's role.

Other external context

Clause 4.4.2(a)(ii) activities in exchange for the 11% loading

[37] While I have found that the plain and ordinary meaning of the words in the 2022 STCA does not support the interpretation that Ms Dixon is entitled to the 11% loading, the parties have each put considerable material forward about the extra activities that Ms Dixon says qualify for the 11% loading. As a matter of completion, I will briefly address these things here, in part because they further support my findings above.

[38] Clause 4.4.2(a)(ii) includes what I will call the ‘exchange’ in value for the 11% loading referred to at cl 4.4.2(a)(i) being:

In return for the additional payment, part-time teachers on a pro-rata basis are expected to share, at least to this extent, *in the activities of the school which are outside classroom teaching as and when required by the principal.*¹⁶

[39] Ms Dixon says she participates in activities beyond those that involve teaching Te Kura students, and cites things such as professional development, attending prizegiving and team meetings. She says these are required of her by Te Kura. In other words, I take this to be that she says this all fits within the wording that describes the ‘exchange’ for the 11% loading at 4.4.2(a)(ii). Ms Dixon asked her colleague to provide evidence which appeared to include her unhappiness about not being paid for additional work.

[40] Te Kura says of these ‘activities’, that Te Kura does not have a principal who directs their teachers timetable as referred to in cl 4.4.2. I accept that Te Kura does not have a principal. Te Kura has also responded to say that the activities that Ms Dixon says apply are either optional and or can be done within the hours of work (as set out and described in cl. 11.2.2). Ms Stewart gave evidence that if participation impacts beyond the teacher’s hours of work they have a process with their manager to negotiate how they can participate which may include not participating. Much of this evidence takes me beyond what the plain and ordinary words in 2022 STCA. However, as context I find this lends some additional support to my finding above.

¹⁶ Italics added for emphasis.

Issues raised before about the 11% loading and past 11% loading payments to Te Kura teachers

[41] Ms Dixon provides in her evidence copy of a letter from the PPTA to Te Kura on her behalf dated just after she decided to raise not being paid the 11% loading in her first pay for her permanent role. The letter briefly supports Ms Dixon's position. I have nothing further before me to show what the intention of this negotiating party was as a party to the 2022 STCA in relation to whether the 11% applied to Ms Dixon's role. I agree with the submission for Te Kura that what is missing here is any evidence that the issues of the 11% loading for Te Kura part time teachers has ever been negotiated through a succession of collective agreements or the current 2022 STCA which was signed during the course of these proceedings, both parties notified of this matter as I noted above at [6].

[42] I further accept Te Kura's evidence that there has been a long history of not paying the 11% loading to Te Kura teachers. I note the Employment Court considered this type of historic context and rejected this as applicable when interpreting a collective agreement in relation to a 'rare' situation with a likely single application. That is not the case here because the claim brought by Ms Dixon it is about interpretation of a clause that has been in existence since the 1980s in a series of agreements that have covered teachers at Te Kura.

[43] While Ms Dixon questions the reliability of Te Kura's evidence that it has never paid Te Kura teachers the 11% loading in the past, I accept as straightforward Mr Parkes' evidence. This has been transparent in that he acknowledged Te Kura may have previously been mistaken about past payments not occurring. He has since provided the result of considerable research back to 2012. I accept his evidence that records in the electronic payroll 'toolkit' do not predate 2012. Mr Parkes' evidence is that Te Kura discovered 29 Te Kura secondary teachers identified as having received the 11% loading. These were cross referenced to other human resources records. The result was that only one of the 29 was paid the 11% loading correctly due to it being a back pay from a previous school employer. Ms Dixon says she wants to know whether the money was recovered as incorrect overpayments but that is irrelevant for my present purposes. I am satisfied that Te Kura have not paid the 11% loading at least as shown in available records since 2012 and that the majority of these related to a third-party payroll provider known at the time for problems with its system of payments. The 11% loading for Te Kura teachers has then against this context not been negotiated as an issue when the opportunity has arisen at each bargaining round over the years. This context adds further support to my

finding above that on a plain reading of the 2022 STCA Ms Dixon's role does not attract the 11% loading.

Other 'context' evidence raised by Ms Dixon

[44] For the sake of completion Te Kura has raised issue with aspects of Ms Dixon's evidence that it says is too subjective to consider as context or has been submitted in her submissions (as she has later explained) to verify what she said at the investigation meeting. In short I do not need to consider this evidence further because I have already accepted Te Kura's position that the plain and ordinary meaning that Ms Dixon is not entitled to the 11% loading can be found within the 2022 STCA itself.

Outcome

[45] Based on my findings above I find that Delphi Sue Dixon is not entitled under clause 4.4.2 of the Secondary Teachers' Collective Agreement 2022-2025 to be paid the 11% loading to her salary as a permanent part time .7 teacher employed by The Te Aho o Te Kura Pounamu Board of Trustees and the claims for entitlement and back payment are dismissed.

Costs

[46] As already indicated to the parties prior to the Investigation Meeting, this being a matter of interpretation of a collective agreement, I am guided by the approach the Authority takes to such matters in relation to costs after a matter about the interpretation of a collective agreement. Accordingly, I have not made an order for costs.

Antoinette Baker
Member of the Employment Relations Authority