

## AREA SCHOOL TEACHERS' COLLECTIVE AGREEMENT 2016–2019

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## Part One - General

### 1.1 Name of the Agreement

- 1.1.1 This agreement shall be called the Area School Teachers' Collective Agreement and referred to hereafter as the "agreement".

### 1.2 Parties

- 1.2.1 The parties to this agreement shall be:

- (a) 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
- (b) The New Zealand Post Primary Teachers' Association Te Wehengarua and The New Zealand Educational Institute Te Riu Roa (referred to hereafter as "the Association" and the "Institute" respectively).

### 1.3 Coverage

- 1.3.1 This agreement covers teachers (excluding principals) employed in area schools and RTLB referred to in clause 1.3.2(c) below.

- 1.3.2 This agreement shall be binding on:

- (a) All employees who come within the coverage clause and who are at the commencement of the agreement or who become during the term of the agreement, members of the Institute or the Association.
- (b) Pursuant to section 74(6) of the State Sector Act 1988, the employers of those teachers.
- (c) Those RTLB who are no longer covered by clause 1.3.2(a) of this collective agreement after 28 January 2012 (but who were covered by it as at 27 January 2012) and who accept employment in the new lead employing school, so long as they remain employed as an RTLB with that lead school employer, and retain their union membership as at 27 January 2012

### 1.4 Employees and Employers 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 agreement and be offered the opportunity to join the Association or the Institute and thereby become bound by this agreement.

- 1.4.2 Employees who join the Institute or the Association during the currency of this agreement shall become bound by this agreement from the date on which they joined.

- 1.4.3 The parties agree that this agreement shall become binding on any new board of trustees which employs a teacher to whom clause 1.3.1 applies.

### 1.5 Term of Agreement

- 1.5.1 This agreement shall come into force on 8 April 2016 and shall expire on 7 April 2019 except as provided for by section 53 of the Employment Relations Act 2000.

### 1.6 Variations

- 1.6.1 The parties agree that the terms and conditions of this agreement may be varied at any time by written agreement between the Secretary for Education, under delegation from the State Services Commissioner made pursuant to section 23 of the State Sector Act 1988, and the Association and the Institute. Any variation shall take effect from the date of settlement unless otherwise specified.

## 1.7 Savings

- 1.7.1 Unless otherwise specified the terms and conditions of employment of every teacher covered by this agreement will be identical with those that applied prior to 1 April 1988.

## 1.8 Definitions

- 1.8.1 The following definitions apply unless the agreement otherwise specifies:

- (a) Except for fixed term positions of responsibility “advertised” means advertised nationally.
- (b) “Association”, means the Post Primary Teachers’ Association Te Wehengarua (PPTA Te Wehengarua) and “Institute” means the New Zealand Educational Institute Te Riu Roa (NZEI Te Riu Roa). “Unions” means both the Association and the Institute.
- (c) “Employer” shall mean a board of trustees or a Commissioner where a Commissioner has been appointed under Part 9 of the Education Act 1989 to act in place of the board of trustees, of a state or integrated school which employs teachers as described under clause 1.3 above. It also means a new board of trustees of a school created by the establishment of a new state or integrated school, or by the amalgamation of two or more existing schools where either event occurs during the term of this agreement as described in clause 1.5 above. (Note: In relation to a dispute about the interpretation, application or operation of this agreement, the employer shall act, if the State Services Commissioner and/or the Secretary for Education acting under delegation so requires, together or in consultation with the State Services Commissioner and/or the Secretary for Education.)
- (d) “Employee” means any person who is or becomes bound by this agreement under clauses 1.3 or 1.4.

## 1.9 Declaration Pursuant to Act

- 1.9.1 Pursuant to section 75(1) of the State Sector Act 1988 the terms and conditions of this agreement shall be actual terms and conditions.
- 1.9.2 Provided that the Secretary for Education may approve additional terms and conditions of employment where such terms are not inconsistent with the terms and conditions of this agreement.

## Part Two - Terms of Employment

### 2.1 Good Employer/Equal Employment Opportunities [s.77A State Sector Act 1988]

#### 2.1.1 Every employer bound by this agreement shall:

- (a) Operate a personnel policy that complies with the principles of being a good employer; providing equal access and consideration and equal encouragement, in areas of recruitment, selection, promotion, conditions of employment and career development, for people to pursue their careers without their chances being reduced by factors which are irrelevant to the requirements of the position, for example, race, sex, sexual orientation, country of origin, marital status, family responsibilities, age, disability and HIV status;
- (b) Make provision for:
  - (i) good and safe working conditions; and
  - (ii) the impartial selection of suitably qualified persons for appointment;
  - (iii) take all reasonable steps to remove obstacles which may impact on the:
    - aims and aspirations of Māori people;
    - employment needs of the Māori people;
    - need for the greater involvement of the Māori people in the education service;
  - (iv) take all reasonable steps to remove obstacles which may impact on the:
    - aims, aspirations and employment needs of women;
    - aims, aspirations and employment needs of people with disabilities;
    - aims, aspirations, employment needs and cultural differences of ethnic or minority groups;
  - (v) opportunities for the enhancement of the abilities of individual employees;
- (c) Develop, publish and comply with an equal employment opportunities programme in accordance with the above, on a yearly basis.

2.1.2 Attention is drawn to the good employer provisions of the State Sector Act 1988. These provisions in this Act or any amendment or Act passed in substitution of this Act shall apply with particular regard to good and safe working conditions and opportunities for the enhancement of the abilities of individual teachers.

### 2.2 Appointments

2.2.1 In appointing the person best suited to the position the board of trustees will have regard to the experience, qualifications and abilities relevant to the position and such other relevant matters as it determines. Good employer and equal employment opportunities principles and responsibilities shall be applied and demonstrated in appointment procedures.

#### 2.2.2 Advertising and Appointments

- (a) The following vacant positions or roles must be advertised in the Education Gazette at least 14 days before the date specified in the advertisement as the closing date for applications, and no appointment (provisional or otherwise) shall be made before that closing date:
  - (i) permanent full-time positions;
  - (ii) permanent part-time positions;
  - (iii) long-term relieving positions of more than one term;
  - (iv) fixed-term positions of more than one term;
  - (v) permanent Community Teacher (within school) roles, whether full-time or part-time.

Note: *It is not necessary to advertise where, by the agreement of the board of trustees, an existing permanent full-time employee transfers to a permanent part-time position within the same school.*
- (b) A Community Teacher (across community) role is not required to be advertised in the Education Gazette but must be advertised within the Community. Where the appointment at the end of the initial fixed-term period of up to two years is renewed in accordance with clause 3.32.4, that renewal does not need to be advertised.

- (c) A fixed-term Community Teacher (within school) role, of one school year or less, is not required to be advertised in the Education Gazette, but must be advertised within the school.
- (d) In circumstances where clause 3.31 applies advertising in the Education Gazette is not required, but the role shall be advertised within the Community.
- (e) The allocation of fixed-term units to an existing employee does not require the position held by the employee to be advertised.
- (f) No person shall be appointed permanently to any position unless that person is eligible to be appointed to such a position in a state or integrated area school.
- (g) Employers are required to make available to all applicants on request details of the duties to be carried out and the criteria being adhered to in making that appointment.
- (h) Part-time teachers' hours of work shall be confirmed as follows:
  - (i) All part-time teachers shall have their hours of work confirmed in writing on appointment.
  - (ii) Any agreed changes to permanent hours of work will be confirmed in writing.
  - (iii) Any non-permanent hours of work that apply for a period of four weeks or more shall be confirmed in writing.
- (i) Fixed-term teachers shall, in their letter of appointment, be advised when or how the employment will end and the reason for it ending in that way.

#### 2.2.2A Fixed-term (non-permanent) employment

- (a) Full-time and part-time teachers may be employed on a fixed-term (non-permanent) basis where the employer and the employee agree that the employee's employment will end:
  - (i) At the close of a specified date or period; or
  - (ii) On the occurrence of a specific event; or
  - (iii) At the conclusion of a specific project.
- (b) Before an employee and employer agree that the employment of the employee will end in a way specified in clause 2.2.2A(a), the employer must have genuine reasons based on reasonable grounds for specifying that the employment of the employee is to end in that way.
- (c) The following are not genuine reasons for the purpose of clause 2.2.2A(b):
  - (i) To exclude or limit the rights of the employee under the Employment Relations Act 2000;
  - (ii) To establish the suitability of the employee for permanent employment.

#### 2.2.3 Job sharing appointments

- (a) Where two people apply to share any advertised permanent full-time position and the employer is satisfied that the job share applicants are the best suited for appointment and that the arrangements for sharing the position are acceptable to it then the position shall be filled as a job share position and the applicants appointed.
- (b) Teachers who are job sharing a permanent full-time position are entitled to the same terms and conditions of employment as permanent full-time teachers.
- (c) Where a teacher who is job sharing resigns or is removed from the position the other teacher shall elect to:
  - (i) Take up the entire full-time position; or
  - (ii) Find another sharer acceptable to the employer for the same or different proportion of the time as previously.
  - (iii) With the agreement of the employer, continue employment as a permanent part-time employee, with either the same or different proportion of time.
- (d) Where one teacher who is job sharing takes leave which entails absence for a period of time the other sharer shall:
  - (i) Elect to relieve in the vacant slot; or
  - (ii) Find another sharer acceptable to the employer who would be a reliever; or
  - (iii) Take leave also, in which case the employer may appoint a reliever.
- (e) Where it is proposed to vary the agreed proportions of time in a position the job sharers shall give one month's notice to the employer of their wish to do so, provided that no changes to such proportions of time shall be made without the consent of the employer.

- (f) Where the holder of a permanent full-time position wishes to job share that teacher's position and the employer is satisfied with the job share arrangements, and the teachers are suitable, they shall be appointed without advertising.

## 2.3 Teacher Competence

2.3.1 The employer will provide reasonable opportunities for appropriate and effective professional development for all teachers.

2.3.2 Where there are matters of competence which are causing concern in respect of any employee (including failing to meet the professional standards as appropriate), the employee concerned shall be advised as early as possible. Questions of competency should be handled in a manner which protects the mana and dignity of the teacher concerned. The teacher shall be advised of his/her right to seek whanau, family, professional and/or union support in relation to matters of competence and to be represented at any stage. An appropriate assistance and personal guidance programme to assist that employee shall be put in place.

2.3.3 When this assistance and guidance has not remedied the situation, then:

- (a) The teacher shall be advised in writing of the specific matter(s) in relation to the relevant section(s) of the professional standards, causing concern and of the ways that such concerns can be remedied. The teacher shall be advised of his/her right to consult their union and of the right to be represented at any stage of the process.
- (b) The teacher is to be given a reasonable opportunity, normally 10 school weeks, to remedy the matter(s) of concern that have been identified. It is recognised that there may be circumstances where a timeframe of less or more than 10 weeks will be reasonable. The teacher is to be advised of the actual timeframe for the necessary improvement to be achieved and of the monitoring or guidance that will be provided.
- (c) At the end of this timeframe an assessment is to be made whether or not the teacher has remedied the matter(s) causing concern. The process and results of any evaluation are to be recorded in writing by the employer, and sighted and signed by the employee.
- (d) No action shall be taken on a report until the employee has had a reasonable time to comment (in writing or orally or both) to the employer.
- (e) If a teacher has failed to remedy the matter(s) causing concern then s/he may be dismissed without notice and paid one month's salary in lieu, or if a holder of units the teacher may be reduced in status if the circumstances warrant such a reduction rather than dismissal, or if appointed to a Community Teacher role under clause 3.31, 3.32 or 3.33, and the competency issues relate to that role, then the teacher may be removed from that role and lose the associated allowance if the circumstances warrant it rather than be dismissed from their substantive position.
- (f) A copy of any report to the Education Council arising under clause 2.3.2 shall be made available to the teacher.

## 2.4 Teacher Conduct and Discipline

2.4.1 Where a breach of discipline appears to have occurred, the employer shall determine whether disciplinary procedures should be initiated.

Where the employer considers it appropriate it shall make initial enquiries to establish whether the disciplinary procedures should be initiated.

In some cases, where the facts are clear and acknowledged, resolution may be achieved informally by discussion between the parties without the need for initiating the disciplinary procedures.

The teacher shall be informed of any allegation of a breach of discipline and of his/her right to consult the union and of the right to be represented at any stage.

2.4.2 Questions of conduct or discipline should be handled fairly in a manner which protects the mana and dignity of the teacher concerned. Teachers may seek whanau, family, professional and/or union support in relation to such matters.

- 2.4.3 When an employer decides to initiate formal disciplinary procedures against a teacher, the following principles are to be observed:
- (a) The employer or its agents will advise the teacher in writing of the reason for the disciplinary procedures being initiated, invite the teacher to respond in writing, and advise the teacher of her/his right to request union assistance and/or representation at any stage.
  - (b) Before any substantive disciplinary action is taken, an investigation must be undertaken by the employer. The teacher is to be invited to attend any such investigation and to make a statement concerning the matter either personally or through a representative.
  - (c) Notwithstanding clause 2.4.3(b) above, if the employer is satisfied that the welfare and interests of any student attending the school so requires, the employer may, at any time before the matter has finally been disposed of, either:
    - (i) suspend the teacher (note: suspension would normally be on pay except in exceptional circumstances); or
    - (ii) transfer the teacher to other duties.
  - (d) Where a breach of discipline is held to have occurred, the employer shall not impose a penalty on the teacher without first:
    - (i) giving the teacher the opportunity to make representations to it; and
    - (ii) taking into account any period of suspension already imposed.
  - (e) In the case of a finding of serious misconduct the employer may dismiss the teacher without notice.
- 2.4.4 Where a teacher has been suspended, and subsequently a breach of discipline is held not to have been proved, the teacher shall, unless the teacher has already resigned, be entitled to resume forthwith, teaching duties.
- 2.4.5 Where the teacher has been suspended without pay and subsequently the breach of discipline is held not to have been proved the salary withheld for the period of suspension shall be reimbursed.
- 2.4.6 If any penalty is imposed by the employer, the teacher must be advised of her/his right to pursue a personal grievance in terms of the employment relationship problem resolution provisions referred to in Part Eight of this agreement:
- 2.4.7 The following are examples of matters that may warrant disciplinary action. This is not an exhaustive list, nor is it intended that every such matter listed here must always be treated as a disciplinary matter. Each case must be assessed on its individual merits.
- (a) disobedience of lawful orders or instructions;
  - (b) negligence, carelessness or indolence in carrying out her/his duties as a teacher;
  - (c) gross inefficiency as a teacher;
  - (d) misuse or failure to take proper care of school property or equipment in her/his custody or charge;
  - (e) absence from duty without valid excuse;
  - (f) conduct in her/his capacity as a teacher or otherwise which is unbecoming to a member of the teaching service.

## 2.5 Conflict Resolution

### 2.5.1 Ngā Kōrero me ngā Tikanga

- (a) Me tuku reta atu ki te kaimahi hei whakamārama atu i nga raruraru kua puta noa. Mehemea he pai ki te kaimahi rāua tahi ko tona tumuaki, e āhei ana ki te whakahaere tonutia ngā whakaritenga i raro i ngā tikanga Māori.
- (b) Anei ra ātahi momo tikanga hei kōwhiringa mā rātou:
  - he huihuinga kei te marae;
  - he whakawhiti kōrero kanohi ki te kanohi;
  - ka hui mai te whānau hei tuarā mö te katoa; ä
  - ka hui mai ngā kaumātua kuia hei arahi hei tohutohu i rātou katoa;

- (c) Mēnā ka whakaaetia te kaimahi rāua ko tōna tumuaki o rāua kaihautū rānei, kia oti pai ai te kaupapa, mā rāua mā ngā kaihautu rānei e hainatia ngā whakaaetanga i tūhia. Makaia atu tētahi kape o ngā whakaetanga nei ki te kōnae o te kaimahi.
- (d) He māmānoa iho ēnei whakawhiringa mehemea hiahia ana tētahi taha kia waiho tārewa ake ngā tikanga Māori kia huri ke ia ki ētahi (te katoa rānei) o nga whakaritenga, arā 2.3 me 2.4 e whai ake nei. Engari, mehemea ka huri kē atu i ngā tikanga Māori, ehara tērā i te tino raruraru kia oti hē rawa ngā whakaritenga katoa. Ina hoki ka tahuri mai tētahi taha ki ēnei ki 2.3 me 2.4 i raro nei, me tuhituhi hei whakamārama ki tērā atu taha.

#### Discussions in a Māori Context

- (a) The employee must be advised in writing of the specific matter(s) causing concern. The employee and employer may, depending on the nature of the complaint, agree to attempt to deal with a complaint by it being heard in a Māori context and manner.
- (b) A Māori context and manner relates to the following:
  - meetings can be held on marae;
  - there is face to face engagement;
  - there can be whanau support for all involved; and
  - guidance and advice is often provided by kaumatua and kuia for all involved.
- (c) Should the employee and employer, or their representatives on their behalf, agree to a resolution of the matter, then this shall be recorded in writing and signed by both parties and/or their representatives on their behalf. A copy of the agreement will be placed on the employee's personal file.
- (d) This is a discretionary option and either party may withdraw at any time, and nothing in this section prevents the employer or the employee deciding at any time that any or all of the procedures in clauses 2.3 and/or 2.4 will be used. Where either party decides to withdraw from this process, such a decision will not of itself give rise to any claim of procedural deficiency or unfairness. The decision to withdraw from this process and/or for the employer to use any or all of the procedures in clauses 2.3, and/or 2.4 will be notified in writing to the other party.

## 2.6 Personal Files

- 2.6.1 The employer shall ensure that personal files are held in a secure place and that access to them is confined to authorised personnel and the employee concerned.
- 2.6.2 Personal file information transferred to any employer must be relevant to the employment/service needs of the employer.  
*Note: attention is drawn to the Privacy Act 1993.*

## 2.7 Re-Entry after Absence Due to Childcare

- 2.7.1 An employee who resigns from a permanent position to care for pre-school children may apply to re-enter the service under preferential provisions provided that:
  - (a) The absence does not exceed four years from the date of resignation or, five years from the date of cessation of duties to take up parental leave.
  - (b) The employee must:
    - produce a birth certificate for the pre-school child;
    - sign a statutory declaration indicating that absence has been due to the care of a pre-school child and paid employment has not been entered into for more than 15 hours per week during that absence (other than employment as day relief or a part-time teacher).
- 2.7.2 Where the employee meets all the provisions of clause 2.7.1 above and, at the time of application:
  - (a) has the necessary skills to fill competently a vacancy which is available in the profession; and
  - (b) the position is substantially the same in character and at the same or lower salary and grading as the position previously held, then the applicant under these provisions is to be appointed in preference to any other applicant for the position.

- 2.7.3 The period of preferential appointment expires six (6) months after the period in clause 2.7.1(a).
- 2.7.4 Absence for childcare reasons will interrupt service but not break it. The period of absence will not count as service for the purposes of sick leave or annual leave or any other leave entitlement.

## 2.8 Termination of Employment

- 2.8.1 (a) The notice required to be given to a permanently appointed teacher who holds a position which was advertised shall be two months, and for such a teacher who holds such a position the notice to be given to the employer shall be two months, except where the teacher and the employer agree to a lesser period of notice from the teacher.
- (b) Where an employer has dismissed an employee, except in cases of serious misconduct, the employer at their discretion may provide up to two months' salary in lieu of notice. In cases of serious misconduct the provisions of clause 2.4.3(e) shall apply.
- (c) Notwithstanding clause 2.8.1(a), where a long-term reliever's employment is to terminate on the occurrence of a specified event they shall be entitled to one (1) month's notice, or payment in lieu of the whole or remaining part of the notice on the occurrence of the event ie clause 2.8.1(a) does not apply.
- (d) Except in the case of serious misconduct, where an employer dismisses an employee pursuant to clauses 2.3, 2.4 or 2.5 of this agreement, a short-term reliever shall work the full duration of time, event or project for which they are employed. No notice is therefore required by either party.
- (e) The notice requirements in clause 2.8.1(a) do not apply where the Secretary for Education gives concurrence under medical retirement – serious illness.

## 2.9 Medical Retirement

- Note 1:** A teacher who is eligible for medical retirement for terminal illness may elect to take retirement under the provisions for either serious illness or terminal illness but not both and will be entitled to one payment only.
- Note 2:** In the event that an employee deceases in service without activating or uplifting the medical retirement provisions outlined in medical retirement terminal illness or medical retirement serious illness, the estate of the employee shall have no claim on the medical retirement provision.
- Note 3:** When an employee has ceased to be a permanent employee the board of trustees may no longer approve medical retirement.

### Terminal illness

- 2.9.1 A permanently appointed teacher may be granted medical retirement in circumstances where the teacher has a terminal illness which causes them to be incapable of continuing to work or returning to work.
- 2.9.2 In such circumstances, the employee shall provide to the employer evidence of their illness from the teacher's registered medical specialist with a prognosis attesting to the incapacity to work both currently and in the future. The employer may request a further medical certificate from a registered medical practitioner nominated by the employer and will reimburse the cost where this is requested.
- 2.9.3 The employer shall, on receiving an application for medical retirement, take account of the information provided by the teacher when making the decision whether or not to grant the medical retirement. Where the information provided does not provide sufficient medical reasons to support the granting of medical retirement, the application can be declined.

- 2.9.4 Where the employer agrees to the medical retirement, the teacher is entitled to receive as a lump sum the greater of either:
- (a) the balance of their unused sick leave entitlement as provided for in clause 5.1 of this agreement;
  - or
  - (b) two months' normal salary in lieu of notice.

### Serious Illness

The following is a summary of the serious illness provisions which are detailed in full in Appendix 6. Where there is an intention to use these provisions then refer directly to Appendix 6.

- 2.9.5 A permanently appointed teacher, currently in service, may be granted medical retirement under this clause in circumstances where the teacher has a serious illness or serious injury.
- 2.9.6 A teacher is considered to be medically unfit for work by reason of serious illness if she/he is wholly or substantially unable to perform the duties of the position at the school and is unlikely currently or at any time in the foreseeable future to be able to return to work. An application for medical retirement must be supported by medical evidence.
- 2.9.7 Either the employee or the employer can initiate the medical retirement processes. Where the employer initiates, they must have reasonable grounds to do so.
- 2.9.8 If the employee is medically retired, they may choose one of the following options:
- (i) A medical retirement payment of 13 weeks' salary plus an additional week for every year's service after 25 years. The maximum payment is 26 weeks' salary. Any sick-leave taken in the four weeks leading up to the application to medically retire will be subtracted from the payment; or
  - (ii) Remaining on sick-leave until their entitlement is exhausted and the employer immediately appointing a permanent teacher to replace the medically retired teacher; or
  - (iii) Receiving the remainder of their sick-leave entitlement as a lump-sum payment. This payment does not attract any holiday pay.
- 2.9.9 There must be concurrence from the Secretary for Education before the employee may be medically retired under these provisions.
- Note: Teachers considering medical retirement processes are advised to check out any implications of being medically retired on any retirement saving scheme or superannuation scheme they may contribute to.*

### 2.10 Beginning Teacher Time Allowance

- 2.10.1 Trained beginning teachers in their first year of a provisional appointment who are employed fulltime shall be an 0.8 charge against the school staffing entitlement but shall receive full salary and shall not have more than 20 hours of allocated duties during normal school hours each week. Trained beginning teachers in their first year who are less than full-time but who are employed for 0.5 or more of a full-time load shall receive 0.1 FTTE. These time allowances are for advice and guidance purposes.
- 2.10.2 Trained beginning teachers in their second year who are employed full-time shall be a 0.9 charge against the school staffing entitlement but shall receive full salary. These teachers shall receive 0.1 FTTE time allowance for advice and guidance purposes.
- 2.10.3 For clarity, the time allowances provided in clause 2.10 shall operate to reduce the maximum timetabled classroom teaching time specified in clause 4.2 of this agreement.

## 2.11 Te Atākura Time Allowance

### 2.11.1 Te Atākura graduates trained in 1987, 1988, 1989, 1990, 1991 and 1992:

- (a) Shall be allocated a time allowance of up to 0.5 FTTE as a special allowance for teachers trained under Te Atākura scheme for the use of their special skills in the areas of Taha Māori, of support for Māori students and for liaison between the school and the Māori community; and at least 0.5 FTTE from the school's normal staffing entitlement.
- (b) For clarity, these allowances are in addition to those provided under clause 4.2.

## 2.12 Retirement Savings Scheme

### 2.12.1 Teachers are eligible to join Kiwisaver schemes in accordance with the terms of those schemes.

### 2.12.2 Employer or government contributions to retirement or superannuation schemes which are closed to new members (and include the Teachers' Retirement Savings Scheme and the Government Superannuation Fund), shall continue in accordance with the terms of those schemes.

### 2.12.3 Where government or employer contributions are made to another retirement or superannuation scheme of which a teacher is a member, then that teacher is only eligible to receive employer or government contributions to a KiwiSaver scheme to the extent that those combined contributions equal the minimum KiwiSaver employer or government contributions. If the government or employer contributions made to another retirement or superannuation scheme of which a teacher is a member equal or exceed the full minimum KiwiSaver employer or government contributions, then that teacher is not eligible to receive employer or government contributions to a KiwiSaver scheme.

*Note: Boards of trustees are obliged to enrol eligible new employees in a KiwiSaver scheme in accordance with the KiwiSaver Act 2006.*

## 2.13 Surplus Staffing Provisions

- 2.13.1 (a) Where, by reason of a reorganisation of, or a change in, the attendance at a school; or by reason of the closure, amalgamation or change of class of a school an employer is required to reduce the number of teaching positions or to alter the status of positions to which units are allocated, the position(s) to be disestablished or altered in status shall be determined in accordance with the provisions set out in this part and in Appendix 5. These provisions apply only to an employee appointed as a permanent area school teacher.
- (b) Where, by reason of a merger of a school (including where applicable, a centre) an employer is required to reconfirm or reassign teaching positions, or to alter the status of positions to which units are allocated, or to reduce the number of teaching positions, the position(s) to be reconfirmed, reassigned, altered in status or disestablished shall be determined in accordance with the provisions set out in this part and in Appendix 4. These provisions apply only to permanently appointed employees.

### 2.13.2 Notice Period

Positions identified as surplus in the procedures set out in Appendix 4 and Appendix 5 will be effectively disestablished at the start of the next school year. In the period between notice of disestablishment being given and the effective date of disestablishment, the following provisions shall apply:

- (a) Subject to clause 5.5 of Appendix 5, where an employee's position is to be disestablished and where, before the effective disestablishment of that position takes effect, the roll increases sufficiently to justify its continuation at its current level, the notice of disestablishment will be withdrawn and the employee concerned shall continue in the position at the level which existed prior to the notice of disestablishment being issued unless that employee has, in the meantime, resigned or been appointed to another permanent position;

- (b) Where, as a consequence of the closure of a school a replacement school is created, positions at the replacement school shall be advertised nationally in the Education Gazette and notice of intention to advertise shall be given to the board of trustees of the closing school. Teachers at the closing school may apply for the advertised positions. Selection shall be on merit with no automatic right to appointment. The entitlement to the options set out in clauses 2.13.3 and 2.13.4 applies where the employee does not secure a position in the replacement school;
- (c) Where, in the case of the merger or change of class of a school as a consequence of the operation of clause 2.13.1, an employee applies for a permanent teaching position of equal or lower status for which s/he is suitable at the merged or reclassified school, then the provisions of clauses 4.5, 4.6, 4.7 and 4.8 of Appendix 4 shall apply. The entitlement to the options set out in clause 2.13.3 and clause 2.13.4 applies where the employee does not secure a position in the new school;
- (d) Prior to the effective date of disestablishment of a position, the employer will support the employee's finding a suitable alternative permanent teaching position either within or outside the school and will meet the actual and reasonable expenses of attending interviews at other schools where prior approval is given;
- (e) Where an employee holds a position which is about to be disestablished and, before the effective date of disestablishment, the employee declines an offer of suitable permanent appointment at the same salary from the employer or applies for and declines an offer of appointment to a teaching position for which the employee is suitable from another board of trustees, the employee's employment may be terminated from the effective date of disestablishment and no further compensation paid;
- (f) Where an employee is appointed, under the provisions of this part, to a suitable permanent teaching position with another board of trustees and a transfer of location is involved, the employee shall be entitled to normal removal expense provisions provided that this entitlement shall be exercised for one transfer only.

### 2.13.3 Voluntary Options

Any employee (including an employee holding a job sharing position) whose position as a permanently appointed area school teacher is disestablished in accordance with Appendix 4 or Appendix 5 as a result of voluntary election or otherwise, has the following options available where applicable as provided for in Appendix 4 and Appendix 5 and clause 2.13.4 of this part. The options will become available at the date of disestablishment. The employee must advise the employer before the date of disestablishment which option s/he has selected. If no selection is made by this date the employee will be deemed to have supernumerary status. The options are:

- (a) Supernumerary employment;
- (b) Retraining;
- (c) Severance payment (this option does not apply where the employee volunteers to be considered for disestablishment as set out in Appendix 5); and
- (d) Long service payment.

2.13.4 The options set out in clause 2.13.3 shall have the meaning set out in this clause and apply in the following manner. The term 'school weeks' used in clause 2.13.4(1) and clause 2.13.4(2) below means those weeks forming part of the period during which in the normal course of events the school would be open for instruction.

#### (1) Supernumerary employment:

Supernumerary employment is employment for a period of up to thirty (30) school weeks. An employee whose position is disestablished as a result of voluntary election or otherwise who has either elected to be employed as a supernumerary teacher, or who has not taken up any of the other options set out in clause 2.13.3 before the date of disestablishment, shall be entitled to supernumerary employment in accordance with the following provisions:

- (a) (i) the employee will continue to be employed at his/her existing salary for a period of thirty (30) school weeks from the effective date of the disestablishment of the position (normally at the beginning of term one of the following year);

- (ii) in the case of school mergers the employee may elect to be employed at her/his existing salary for a period of forty (40) school weeks at the merged school or in any other school – provided that the board of trustees of that school gives consent – from the effective date of the disestablishment of the position and the provisions of clause 4.4.1(a) and clause 4.4.1(b) of Appendix 4 apply;
- (iii) in the case of school closure the employee may be supernumerary for forty (40) school weeks in any other school provided that the board of trustees of that school gives consent;
- (b) the employee may elect to take up her/his supernumerary employment at the same school or at any other school at the request of the employee and with the approval of the original employer and the board of trustees at the other school;
- (c) the employer will encourage the employee to find a suitable alternative permanent teaching position and will meet the actual and reasonable expenses of attending interviews at other schools where prior approval is given;
- (d) if during the supernumerary period the employee applies for a permanent position of equal or lower status for which s/he is suitable at the school or centre where s/he is employed at the time, s/he shall be appointed to, or in the case of a merger reconfirmed or reassigned to that position;
- (e) the employee's supernumerary employment shall cease upon the employee being appointed to a new teaching position or upon the employee choosing to resign or at the expiration of the applicable number of school weeks specified in clause 2.13.4(1)(a) from the effective date of the disestablishment of the position, whichever is the earlier;
- (f) in the case of the closure, amalgamation or change of class of a school, the supernumerary period shall begin on the date of the opening of the new school, unless the employee takes up her/his supernumerary position at another school in terms of (b) above, in which case supernumerary status will begin from the effective date of disestablishment. Where a school is closed without replacement the employee is entitled to the options set out in clause 2.13.3;
- (g) where a supernumerary teacher is appointed to a new permanent teaching position or is accepted for supernumerary employment at another school, and a transfer of location is involved, that employee shall be entitled to normal removal expenses provisions provided that this entitlement shall be exercised once only for each supernumerary period;  
*Note: Attention is drawn to clause 7.2.1 (g) of this agreement in relation to removal expenses*
- (h) where a supernumerary teacher declines an offer of suitable appointment at the same salary from the employer with whom s/he is employed at the time, or applies for and declines an offer of appointment from another board of trustees, the employee's supernumerary status shall cease forthwith;
- (j) during any period of supernumerary employment an employee is entitled to any salary increases or increments due.

## (2) Retraining

Where an employee's position is disestablished as the result of voluntary election or otherwise the employee may elect to take a course of study approved by the Secretary for Education that will enhance or upgrade the employee's skills as a primary, area or secondary teacher, provided that:

- (a) the employee will continue to be employed at her/his existing salary for a maximum period of forty (40) school weeks from the effective date of the disestablishment of the position (normally at the beginning of term one of the following year);
- (b) the employee is employed as a supernumerary teacher during this period and has the rights and obligations of a supernumerary teacher except as specifically provided in this clause;
- (c) there is no requirement on the employer to meet any costs and expenses of training, including course fees;
- (d) the employee will provide evidence of attendance at the approved course of study where requested by the employer. The employer may make enquiries during the retraining period to establish that the employee is undertaking the approved course of study;

- (e) where the approved course of study is for a shorter period than forty (40) school weeks the employee is required to attend the school as a supernumerary employee in periods when the school is open for instruction provided that where the approved course of study is less than the applicable period under clause 2.13.4(1)(a) supernumerary status from the effective date of disestablishment of the position shall not extend beyond that period.
- (f) where the approved course of study commences later than the effective date of disestablishment, the employee is required to attend the school as a supernumerary employee in periods when the school is open for instruction, except in special circumstances approved by the employer;
- (g) where the employee chooses to withdraw from the course before its completion, further employment shall cease, except where the employer and the Secretary for Education agree that there was just cause for the withdrawal, the employee shall return to the school as a supernumerary for the remainder of the retraining period.

**(3) Severance Payment**

When an employee's position is disestablished as a result of the application of the provisions in Appendix 4 or in clause 5.3 of Appendix 5, the employee may elect to be paid a severance payment provided that:

- (a) the employee will be deemed to have supernumerary status for the period after disestablishment until severance payment is paid. This period will usually be that between the beginning of the next school year and the first (1st) of March census of the school roll. During this period, the rights and obligations of a supernumerary teacher will apply;
- (b) where a school is closed without replacement at the end of a school year the employee shall receive a salary for the supernumerary status up to 1 March. The severance payment shall be paid in the pay period immediately after 1 March. An employee may request to be paid the severance payment prior to 1 March (although no earlier than the end of the school year) and in these circumstances the payment for the supernumerary period shall be for the period between the end of the school year and the date of payment of the severance payment.
- (c) payment under this clause will be made in accordance with the provisions below. For the purpose of these provisions, ordinary pay is defined as basic taxable salary, plus regular taxable allowances paid on a continuous basis as at the effective date of disestablishment of the position. For employees on leave without pay, ordinary pay shall be the ordinary pay at the time of taking leave;
- (d) an employee whose position is disestablished who elects to take a severance payment shall be paid according to the table below:

Length of Service	Weeks of Payment (ordinary pay)
Up to 3 years	7 weeks
over 3 years and up to 5 years	15 weeks
5 years and over	23 weeks

- (e) for the purposes of calculating length of service for clause 2.13.4(3) and clause 2.13.4(4) only service as a teacher in a state or integrated school shall be counted. Non-permanent part-time service shall be calculated on the basis that 80 hours equals one month's service and 1000 hours equals one year's service. Where non-permanent part time service consists of 20 or more hours per week it may be credited as full time service. For the purposes of this clause service includes service credits for childcare where an employee resigned or took leave to care for her/his children, on the basis of one third credit for each year of such leave up to a maximum of five years credit;
- (f) where an employee, having received a severance payment, commences permanent employment within a number of weeks which is less than the number of weeks of payment received by the employee as a severance payment under clause 2.13.4(3)(c) above, the employee shall refund the difference between the number of weeks for which they were without employment and the number of weeks for which severance payment was received.  
 Provided: that for the purposes of this clause, employment means employment as a teacher in a state or integrated school or employment as a manual training teacher in an approved manual training establishment;

- (g) any employee receiving the severance payment will be deemed to have been paid in full for service to that date for the purpose of calculating service for any future sick leave, severance or long service payment entitlements;
- (h) pay for employees shall be defined as:
  - (i) for full time employees, "Weekly" pay shall be 7/365 of ordinary pay;
  - (ii) for part time employees, "Weekly" pay shall mean the employee's average weekly earnings for the previous six/twelve months (whichever is more favourable to the employee);
- (i) payment under this provision is conditional upon the employee finishing on an agreed date (usually the first of March). Where the employee resigns her/his position or is appointed to another teaching position before the date of payment, no payment will be made.

**(4) Long Service Payment:**

- (a) Where an employee's position is disestablished either as the result of voluntary election or otherwise, the employee may elect to receive a long service payment. The intention of this payment is to assist the employee to withdraw from the teaching service. This option will be available on the following basis:
  - (i) the employee will be deemed to have supernumerary status for the period from the effective date of disestablishment until long service payment is paid. This period will usually be that between the beginning of the next school year and first (1st) of March census of the school roll. During this period, the rights and obligations of a supernumerary teacher will apply;
  - (ii) those with twenty-five (25) years' service and less than thirty (30) years' service shall be paid a lump sum of twenty-five (25) weeks ordinary pay;
  - (iii) those with thirty (30) years' service or more shall be paid a lump sum of thirty (30) weeks' ordinary pay;
- (b) Where a school is closed without replacement at the end of a school year the employee shall receive salary for the supernumerary status up to 1 March. The long service payment shall be paid in the pay period immediately after 1 March. An employee may request to be paid long service prior to 1 March (although no earlier than the end of the school year) and in these circumstances the payment for the supernumerary period shall be for the period between the end of the school year and the date of the payment of the long service payment.
- (c) For the purposes of the long service payment, the definitions of service and of weekly ordinary pay are the same as those for severance set out above;
- (d) Where an employee having received a long service payment commences permanent employment within a number of weeks which is less than the number of weeks of payment received by the employee as a long service payment under clause 2.13.4(4)(a) above, the employee shall refund the difference between the number of weeks for which they were without employment and the number of weeks for which long service payment was received provided that for the purposes of this clause, employment means employment as a teacher in a state or integrated school or employment as a manual training teacher in an approved manual training establishment;
- (e) any employee receiving the long service payment will be deemed to have been paid in full for service to that date for the purpose of calculating service for any future sick leave, severance or long service payment entitlements;
- (f) payment under this provision is conditional upon the employee finishing on an agreed date [usually the first (1st) of March].

**2.13.5 Preference in Appointment**

- (a) Where a position which has permanent units attached has been reduced in status because of the operation of clause 2.13.1 and the actual roll is sufficient to justify its continuation or resumption at the former level before the actual reduction in status takes effect, the employee concerned shall continue to be employed in the position at its former status unless s/he has resigned or been appointed to another permanent position. This subclause is not applicable to the holder of fixed term unit(s).

- (b) Any employee who holds a position which has permanent units attached, and that position is or is about to be altered in status as a consequence of the operation of clause 2.13.1, who applies for the position as advertised at its new status shall be appointed to that position unless in the meantime the employee has been appointed to another permanent position, provided that where the position has been reduced in status the employee concerned shall continue to be paid at the salary s/he was receiving immediately prior to the reduction, for a period of one year from the effective date of the reduction provided that s/he continues to hold that position. This sub-clause is not applicable to holders of fixed-term unit(s).
- (c) During the period of salary protection an employee is entitled to any salary increases or increments due.

## 2.13A Employment Protection Provisions

2.13A.1 'Restructuring' is given the same definition as in section 69OI of the Employment Relations Act 2000 and includes:

- (a) contracting out; or
- (b) selling or transferring the employer's business (or part of it) to another person;
- (c) but excludes mergers and school reorganisations as defined in Appendix 4.

2.13A.2 Where work undertaken by an employee covered by this agreement will be, or is likely to be, undertaken by a new employer (whether or not the new employer is an "employer" defined in clause 1.8) the employer will notify the National Offices of NZEI Te Riu Roa and PPTA Te Wehengarua where the employee affected by the restructuring is a member of the union. In such circumstances the employer will meet with representative(s) of the union to:

- (a) Identify the issues the employee wishes to have considered by the new employer;
- (b) Ensure that all current terms and conditions of employment of the employee are accurately recorded; and
- (c) Determine the process by which communications to/from the employee will be conducted.

2.13A.3 The employer will encourage the new employer to agree to the involvement of the union(s) in the processes described in clauses 2.13A.4 and 2.13A.5 below.

2.13A.4 Having completed the process described in clause 2.13A.2 above, the employer will meet with the new employer to:

- (a) provide the new employer with details of the work currently performed by the employee concerned together with details of the terms and conditions of her/his employment; and
- (b) seek a proposal for the employment of the affected employee by the new employer, including clarification of the terms and conditions upon which that employee would be offered employment by the new employer.

2.13A.5 The following shall be matters for clarification under clause 2.13A.4(b) and again should be read in conjunction with the surplus staffing provisions of this agreement.

- (a) the number and type of positions that may be offered by the new employer to the employee affected by the restructuring;
- (b) the terms and conditions of employment to be offered to the employee (including whether the employee will transfer to the new employer on the same terms and conditions of employment);
- (c) the arrangements, if required, for the transfer of any accrued benefits and entitlements in relation to those employees;
- (d) the arrangements, if required, for when and how offers of employment are to be made to the employee and the mode of acceptance, including whether any offers of employment made by the new employer will be conveyed through NZEI Te Riu Roa and PPTA Te Wehengarua.

2.13A.6 The process to be followed at the time of the restructuring to determine what entitlements, if any, are available for employees who do not transfer to the new employer are set out in Appendix 4. This clause, 2.13A, as a whole shall be read in conjunction with those provisions.

*Note Section 77HA of the State Sector Act 1988*

## 2.14 Head of Department/Tutor Teacher Time Allowance

2.14.1 Each school will receive an additional 0.04 FTTE for each full time year-one beginning teacher granted the year-one beginning teacher allowance as in clause 2.10.1.

2.14.2 The school shall allocate the equivalent of one hour non-teaching time per week to the person responsible for directly providing an advice, guidance and support programme to that beginning teacher. Schools have flexibility to decide how they allocate this time within or across weeks.

2.14.3 Time allowances shall aggregate where the individual is providing an advice, guidance and support programme to two or more beginning teachers who generate the time allowance.

2.14.4 Where more than one Head of Department or Tutor Teacher is responsible for providing an advice, guidance and support programme to the beginning teacher the time allowance shall be shared equitably.

2.14.5 If the advice, guidance and support programme is provided by a Head of Department or Tutor Teacher who is employed at another school, the employer of the beginning teacher shall transfer this time allowance to the employing school of the Head of Department or Tutor Teacher.

*Note: For clarity, this is not an additional allowance for those with general oversight of beginning teachers (including those overseeing school-wide induction programmes) or with general professional development roles (including Specialist Teachers), except where the support role is separate from her/his generalised responsibility for beginning teachers at the school.*

## 2.15 Specialist Teacher

2.15.1 Each area school shall be entitled to select a permanent teacher to perform the role of a Specialist Teacher.

2.15.2 A school with a school roll of 1-99 shall receive a time allowance of 0.08 FTTE per week. This time allowance shall be timetabled Specialist Teacher time and shall be in addition to non-contact time or classroom release time. The Specialist Teacher shall allocate a minimum of two hours in their timetabled week to the professional development and guidance of other teaching staff. Schools with rolls of 1-99 may opt, by mutual agreement with another school, to engage a teacher employed at that other school to perform this role. In such circumstances the staffing will be transferred to the employing board of trustees of that teacher.

2.15.3 A school with a school roll of 100 or more shall receive a time allowance of 0.16 FTTE per week. This time allowance shall be timetabled Specialist Teacher time and shall be in addition to non-contact time or classroom release time. The Specialist Teacher shall allocate a minimum of four hours in their timetabled week to the professional development and guidance of other teaching staff.

2.15.4 Appointment criteria to the position of Specialist Teacher include:

- (a) being a permanently appointed registered teacher; and
- (b) having at least six years total teaching experience (either in New Zealand or overseas); and
- (c) having had three successful attestations against the experienced classroom teacher standards (Schedule 1 of this agreement), or overseas equivalent; and
- (d) being a full time teacher, or a part time teacher with a significant classroom teaching load at time of application; and
- (e) other criteria that may be subsequently agreed and promulgated by the parties.

## 2.16 Start of Year

- 2.16.1 Regardless of the first day schools are open for instruction in Term 1, for normal pay and employment purposes the start of the school year is 28 January for those teachers that are employed for that year, except that for teachers being employed for the first time in a state or integrated school, or being employed after a break in service, their start day is as advised to payroll by the employer.

## 2.17 Kapa Haka Kura Tuarua

- 2.17.1 Ngā whakataetae mo ngā kapa haka kura tuarua. There is an entitlement to 100 teacher relief days for the organisers of the national secondary schools biennial Kapa Haka contest. These 100 days will be available to area or secondary school teachers who are organisers of this contest in the year the contest is being held.

## 2.17.2 Kapa Haka and Polyfest Cultural Competitions

Ngā whakataetae mo ngā kapa haka kura tuarua me ngā iwi o Te Moananui-ā-Kiwa

- (a) From the start of the 2012 school year an additional 70 teacher relief days will be made available biennially for area and secondary teachers to attend Kapa Haka competitions to support students participating in the competitions.
- (b) From the start of the 2012 school year an additional 30 teacher relief days will be made available annually for area and secondary teachers to attend Polyfest competitions to support students participating in the competitions.

## 2.18 Overseas Teacher Time Allowance

- 2.18.1 Boards of trustees that employ an overseas trained teacher, are entitled to receive an Overseas Teacher Time Allowance of an additional 0.1 FTTE provided that the teacher meets the criteria outlined in clause 2.18.2. The allowance is available for a maximum of twenty weeks. The allowance may be applied for by the board of trustees at any time within the first 12 months of an overseas teacher's employment.

- 2.18.2 For the school to receive an Overseas Teacher Time Allowance, the employed teacher must:

- (a) be an overseas trained teacher whose qualification(s) are recognised for New Zealand teacher registration; and
- (b) be appointed to their first teaching position in a New Zealand state or state integrated school; and
- (c) have completed less than 10 weeks teaching in a New Zealand state or state integrated school; and
- (d) be fully employed from within the school's staffing entitlement i.e. Teacher Salaries; and
- (e) be employed full-time, i.e. 1.00 full-time teacher equivalent (FTTE); and
- (f) be appointed to a position for a minimum of two terms; and
- (g) not be eligible for the Beginning Teacher Time Allowance generated under clause 2.10 of this agreement.

- 2.18.3 A board of trustees may not receive the Overseas Teacher Time Allowance for a teacher who is receiving or has received the Beginning Teacher Time Allowance.

- 2.18.4 The board of trustees is to ensure that discussion occurs with the overseas teacher on how the allowance may be utilised to assist in providing professional advice and guidance to the teacher.

## 2.19 Professional Learning Days

- 2.19.1 Schools deemed isolated (at time of this settlement being those covered by Targeted Funding for Isolation) shall have funding for three professional learning days per annum (per school) for the purpose of enabling permanent and long term relieving teachers to visit other schools for professional learning.

2.19.2 The parties developed guidelines for the use of this time during 2008. The guidelines include consultation between employers and teachers on the processes of allocation of the professional learning days.

## 2.20 Community-level Induction and Networking Programmes

- 2.20.1 (a) Each teacher employed in a Community Teacher (across community) role will generate \$750 per annum to the employing school to support Community-level induction and networking programmes.
- (b) Each teacher employed in a Community Teacher (within school) role will generate \$400 per annum to the employing school to support Community-level induction and networking programmes.

Note: see also clauses 3.32 and 3.33.

## 2.21 Teacher-led Innovation Fund

- 2.21.1 During the 2015-2018 school years groups of three or more teachers may apply for funding from the Teacher-Led Innovation Fund for practice-based research.

## Part Three – Remuneration

### 3.1 Salary Scales

3.1.1 The following salary scales are payable to teachers covered by the agreement. (Key for notations is below the table):

Step	Rates effective 20 May 2015	Rates effective 2 March 2016	Rates effective 2 March 2017	Rates effective 2 March 2018	Basic Scale Notations	Resource Teacher Notations
A1	\$31,646	\$32,279	\$32,924	\$33,748	*	
A2	\$33,022	\$33,682	\$34,356	\$35,215		
A3	\$35,775	\$36,491	\$37,220	\$38,151	H1E	RTLB H1 E
A4	\$38,526	\$39,297	\$40,082	\$41,085	H2E #	RTLB H2 E
A5	\$42,652	\$43,505	\$44,375	\$45,485		
A6	\$46,781	\$47,717	\$48,671	\$49,888	H3E	RTLB H3 E
A7	\$48,316	\$49,282	\$50,268	\$51,525	H3+E	RTLB H3+ E
A8	\$50,143	\$51,146	\$52,169	\$53,473	H4E	RTLB H4 E
A9	\$53,101	\$54,163	\$55,246	\$56,627	H5E	RTLB H5 E RT Lit H1 E
A10	\$57,088	\$58,230	\$59,394	\$60,700	H1M	RT Lit H2 E
A11	\$61,084	\$62,306	\$63,552	\$64,925	H2M	RT Lit H3 E RTM H1 E (+1 unit)
A12	\$66,125	\$67,448	\$68,796	\$70,235		
A13	\$69,099	\$70,481	\$71,891	\$73,650	H3M	RTLB H3 Max
						RT Lit H3 Max
						RTM H1 M (+1 unit)
						RTM H2 E (+ 1 unit) RTM H2 M (+ 2 units)
						RTM H3 E (+ 1 unit) RTM H3 M (+ 2 units)
A14	\$73,000	\$74,460	\$75,949	\$78,000	H3+M H4M H5M	RTLB H3+ Max
						RT Lit H3+ Max
						RTM H3+, H4, H5 E (+ 1 unit) RTM H3+, H4, H5 M (+ 2 units)

\* = Entry point for teachers who lack recognised teacher education

# = Maximum point for teachers who lack recognised teacher education

The 'H' notations relate to the entry points (E) and qualifications maxima (M) for teachers who have successfully completed a recognised course of teacher education (see clause 3.2.1(a)).

Resource Teacher Notations

- RTLB = Resource Teachers Learning and Behaviour
- RT:Lit = Resource Teachers of Literacy
- RTM = Resource Teachers of Māori

## 3.2 Qualification Groups for Salary Scales

- 3.2.1 (a) An employee who has completed a course of teacher education and has no service credits shall, on appointment to a base scale position, be paid at the first step of the relevant qualification group as follows:

Group H1	Level 5 qualification
Group H2	Level 6 qualification
Group H3	Level 7 qualification
Group H3+	Level 7 subject/specialist qualification <u>and</u> recognised teaching qualification (H3+ includes conjoint subject/specialist and teaching qualifications)
Group H4	Level 8 qualification (or 2 level 7 subject/specialist qualifications)
Group H5	Level 9 and 10 qualifications – Masters or PhD

*Note 1: The level 7 qualifications must contain at least 72 credits at level 7 and the level 8 qualifications must contain at least 72 credits at level 8.*

*Note 2: Overseas teachers who are assessed by the New Zealand Qualifications Authority (NZQA) as holding a comparable teacher education qualification (including a level 7 Graduate Diploma of Teaching) but no subject/specialist qualification defined by the 'H' notations, shall be placed in Group H2.*

*Note 3: Teachers with primary teaching qualifications only are placed as follows:*

<i>Group H1</i>	<i>- NZ Teachers Certificate or recognised course of teacher training with a Diploma of Teaching;</i>
<i>Group H2</i>	<i>- Two thirds or equivalent percentage of a degree (except a three year pre-service teaching degree) or other qualification as per clause 3.3.1;</i>
<i>Group H3</i>	<i>- Three year bachelor degree of teaching or advanced diploma of teaching or other qualification as per clause .3.3.1;</i>
<i>Group H3+</i>	<i>- Bachelor degree together with a recognised teaching qualification (eg Diploma of Teaching) or a degree jointly completed with a bachelor degree of teaching, or an honours degree of teaching, or a Diploma of Teaching together with an Advanced Diploma of Teaching together with a level 7, 120 credit relevant specialist diploma, or a bachelor degree of teaching together with a level 7, 120 credit relevant specialist diploma (refer to Appendix 3 for further clarification of this clause);</i>
<i>Group H4</i>	<i>- Trained teachers with a four-year post-graduate honours degree or two bachelor degrees, or a masters degree of teaching</i>
<i>Group H5</i>	<i>- Trained teachers with a five year masters degree or doctorate.</i>

*The parties agree that they will work towards a unified qualifications structure during the term of this agreement.*

- (b) Teachers who have not undergone a recognised course of teacher education commence on step A1 of the base salary scale and cannot progress past step A4.
- (c) Resource teachers of Māori (RTMs), Learning and Behaviour (RTLs) and Literacy (RT:Lits) shall be placed on the base salary scale according to previous experience and qualifications;
- (d) Teachers with previous teaching and/or other recognised service and/or relevant work experience other than teaching, shall be paid at the appropriate step of the relevant qualification group, subject to the provisions of Appendix 7.
- (e) Except where otherwise provided in this agreement, a teacher shall be held at the maximum point of the salary scale for their qualification group.
- (f) (i) Trained teachers who improve their qualification(s) shall, on the effective date of improving the qualification(s), receive at least the minimum commencing step for the new qualification(s).

- (ii) Those teachers who, in accordance with clause 3.2.1(e) above, have been held at the maximum point of the salary scale for their qualification group for one or more years of service for salary purposes and who subsequently improve their qualification(s) shall be entitled to progress one salary step towards the maximum step of their new qualification group from the effective date of improving their qualification(s). This date shall become their new anniversary date for salary progression purposes.
- (iii) The effective date for the improvement of qualification(s) to a higher group is the date of official notification.

### 3.2.2 Additional Units – RTLBs, RT: Lits, RTMs

- (a) A teacher appointed to a position of RTLB will be paid on the appropriate step on the base scale and will be allocated a permanent unit as per clause 3.4.
- (b) A teacher appointed to a position of RTM will be paid on the appropriate step on the base salary scale and will be allocated a permanent unit on appointment as per clause 3.4.
- (c) Any RT:Lit previously employed as a Resource Teacher Reading (RTR) in a permanent position will be entitled to one permanent unit.
- (d) Subject to clause 3.2.2(e) below, any teacher appointed to a RT:Lit position who was not previously employed as a RTR will be entitled to one permanent unit from the later of 20 October 2004 or the date on which they commence the RT:Lit training programme unless they receive a Ministry of Education exemption from undertaking the training, or the training ceases to be provided, in which case the unit will be allocated from the later of [date of settlement] or date of their appointment, as of right.
- (e) Where an RT:Lit appointed under clause 3.2.2(c) above is required to undertake the RT:Lit training and does not commence, or withdraws from, or does not complete the RT:Lit training the unit will be withdrawn by the employer.

Note: the permanent units allocated in clause 3.2.2 (b), (c) and (d) are not incorporated into the salary entitlement of a school.

### 3.2.3 Salary Payments

Salaries shall be paid fortnightly by direct credit to the employee's nominated bank account except that individual employees may on religious or ethical grounds apply in writing to the Secretary for Education to be paid by cheque.

### 3.2.4 Payment for Work on a Public Holiday

Where a teacher is required by their employer to work a Public Holiday they shall be entitled to be paid in accordance with s50 of the Holidays Act 2003.

## 3.3 Recognised Qualifications

- 3.3.1 (a) A teacher's qualification group for salary purposes is to be determined by qualification level on the New Zealand Register of Quality Assured Qualifications as per clause 3.2.1 (a). The Qualifications Chart (MoE Circular 99/11) and subsequent lists that were compiled through the qualifications verification process undertaken by the PPTA Te Wehengarua, the NZEI Te Riu Roa, and the Ministry of Education will continue to be used to inform judgments about qualifications unable to be allocated a level by reference to the Register of Quality Assured Qualifications.
- (b) Teachers are assessed on the highest qualification held.
- (c) Quality Assurance Processes
  - (i) The NZQA registers New Zealand qualifications at levels on the New Zealand Register of Quality Assured Qualifications and assesses overseas qualifications against the Register.
  - (ii) Education Council of Aotearoa New Zealand (Education Council) approves and monitors teacher education courses.
  - (iii) Secondary teacher education providers of approved courses limit entry into their courses to those with Level 7 qualifications that support the teaching of the New Zealand secondary curriculum in years 7-13.

- (iv) Teacher education providers graduate only those who meet the New Zealand Teachers Council Graduating Teaching Standards: Aotearoa New Zealand.
- (v) Ministry of Education verifies the level(s) of qualification(s) for pay purposes using information from the NZQA, the Education Council and teacher education providers.

### 3.3.2 Issues Committee

- (a) A committee, called the Issues Committee (Committee), made up of representatives of the NZQA, the Education Council, the Ministry of Education, the New Zealand School Trustees Association (NZSTA), the PPTA Te Wehengarua, and the NZEI Te Riu Roa will meet from time to time, upon request of any of the named organisations, to consider and resolve any outstanding or new issues about teachers' qualifications in relation to salary. These may be either individual cases or more general qualification or teaching qualification issues.
- (b) In the first instance the Education Council or the NZQA respectively make decisions about teacher education requirements and qualifications.
- (c) Where a matter remains unresolved, the Committee will be convened to seek to resolve the matter.
- (d) Where the Committee is unable to resolve the issue, the Secretary for Education may exercise discretion to determine an appropriate placement or progression on the salary scale.

## 3.4 Units

- 3.4.1 Boards of trustees will be entitled, in any one school year, to a number of units for the purposes of management, responsibility (which may include responsibility for curriculum), recruitment, retention and/or reward, generated by formula in the Area Schools Staffing Order. The employer, following consultation with its teaching staff, will determine the use of units. Up to 40% of the units may be allocated on a fixed term basis.
- 3.4.2 Units are paid at the rate of \$4,000 per annum and are additional salary regardless of the level of aggregation. They are paid at the substantive rate (i.e. not divisible) to both full time and part time teachers. The only circumstance in which the units may be proportioned is in an approved full-time job share position.
- 3.4.3 At the time of allocating a fixed term unit or units the employer shall specify either the period of time for which the teacher shall be entitled to that fixed term unit or units, or the particular assignment or task to be undertaken for which that fixed term unit or units has been allocated.
- 3.4.4 The entitlement to that fixed term unit or units shall cease at the expiry of the specified period or on completion of the specified assignment or task.
- 3.4.5 Fixed term units allocated for any reason will be paid in addition to the teacher's rate of pay, including any permanent units.
- 3.4.6 The employer may reallocate to the same teacher a fixed term unit or units for a further period of time or for a further particular assignment or task.
- 3.4.7 Teachers allocated fixed term units shall be entitled to progress to their qualification maximum on the base salary scale. Trained teachers holding permanent units shall be entitled to progress beyond their qualification maxima to the Group H3 maximum of the base salary scale regardless of qualifications held provided:
  - (a) that where such teachers have gone beyond their qualifications maximum they shall revert to that qualification maximum if their units are lost through voluntary relinquishment or following competence review or if appointed to a position without units;
  - (b) where such teachers subsequently regain permanent unit(s) they shall also gain an immediate base salary scale increment (if not already at the Group H3 maximum) and will become eligible for any further increment(s) due from the anniversary of that date.

- 3.4.8 Untrained teachers holding permanent units shall be entitled to progress to their qualification maximum on the base salary scale.
- 3.4.9 Where a teacher appointed to a position to which unit(s) are allocated loses that position or has the position altered in status because of the application of the surplus staffing provisions of this agreement the salary protection arrangements of those provisions shall apply provided:
- (a) that where the allocation has been made on a fixed term basis the period of protection shall be for the lesser of the term of the appointment agreed or for one year while the teacher continues to hold a position at the school; and provided also;
  - (b) that in no case shall the eventual salary reduction be to a rate less than would otherwise apply had the teacher not been appointed to a position to which unit(s) had been allocated.
- 3.5 Middle Management Allowances
- 3.5.1 An employer will be entitled, in each school year, to a number of Middle Management Allowances generated by formula in the Education (School Staffing) Order. The employer, following consultation with its teaching staff, shall determine the allocation of these allowances. Up to 40% of the allowances may be allocated on a fixed term basis in schools with four (4) or more middle management allowances and schools with fewer than four (4) middle management allowances will be able to allocate one (1) on a fixed term basis.
- 3.5.2 The Middle Management Allowances are restricted to:
- (i) teachers without units who have a designated curriculum or pastoral management responsibility;
  - (ii) teachers with one (1) to four (4) units who have a designated curriculum or pastoral management responsibility; and
  - (iii) teachers with five (5) units who have significant designated curriculum-related management responsibilities.
- 3.5.3 Schools with a total of seven (7) or more Middle Management Allowances may allocate up to 20% of these allowances to teachers without units who have designated curriculum or pastoral management responsibilities. Schools with fewer than seven (7) middle management allowances will be able to allocate one (1) of these to such teachers.
- 3.5.4 An individual teacher with fewer than five units may be allocated no more than two (2) Middle Management Allowances. An individual teacher with five units may be allocated no more than one (1) Middle Management Allowances.
- 3.5.6 Each Middle Management Allowance shall generate an additional salary payment of \$1,000 per annum.
- 3.5.7 Middle Management Allowances are not divisible and the attached salary shall be paid at the substantive rate to both full-time and part-time teachers.
- 3.5.8 Where a school is obliged to reduce the number of Middle Management Allowances allocated to teachers, including those allocated permanently, the same process as for reduction in the number of units (as outlined in clause 2.13.5 and Appendix 5) shall be followed. A teacher may have Middle Management Allowances allocated to them withdrawn if the circumstances warrant such action rather than dismissal when the assistance and guidance provided under clause 2.3 has not remedied the matter(s) of competence causing concern.
- 3.5.9 Where a teacher appointed to a position to which middle management allowances are allocated loses that position or has the position altered in status because of the application of the surplus staffing provisions of this agreement the salary protection arrangements of those provisions shall apply provided that where the allocation has been made on a fixed-term basis the period of protection shall be for the lesser of the term agreed or for one year while the teacher continues to hold a position at the school.

### 3.6 Scale Increments

- 3.6.1 Subject to the provisions of clause 3.7 and clause 3.8 below, all full time, and permanent part-time teachers shall, as a minimum, annually advance step by step to the maximum of the appropriate scale, providing that the employer has attested that the teacher meets the requirements of the appropriate level of the professional standards included in Schedule 1 to this agreement. The professional standards may only be varied during the term of this agreement according to the process set out in clause 1.6.

### 3.7 Progression for Base Scale teachers

#### 3.7.1 Annual Assessment against Professional Standards

- (a) For the purposes of determining progression from one salary step to the next each teacher's performance will be assessed annually against the relevant professional standards.
- (b) When setting performance expectations and development objectives with individual teachers for the coming year, appraisers and the individual teachers shall have regard for:
  - (i) the number of years taught and the appropriate level of the professional standards to be applied;
  - (ii) the subject(s), the class level(s) and the nature of classes taught;
  - (iii) the degree to which achievement and development are expected within each criterion;
  - (iv) any other agreed factors.
- (c) For each teacher to progress to their next step they will need to demonstrate that they meet the professional standards at the appropriate level.
- (d) Beginning classroom teachers will have at least two (2) annual assessments against the professional standards for the beginning teacher level before moving to the classroom teacher level, except where the teacher and the employer agree that assessment against the beginning standards for more than one annual assessment is not appropriate because of the teacher's previous relevant experience. In such cases teachers may be assessed against the classroom teacher standards after one assessment against the beginning teacher standards.
- (e) Classroom teachers will have at least three (3) annual assessments against the professional standards for classroom teachers before moving to the experienced classroom teacher level regardless of whether or not they have reached their qualifications maximum.
- (f) Experienced Classroom Teachers are teachers who have had at least three (3) successful annual assessments against the classroom teacher professional standards and who then meet the experienced teacher professional standards. Experienced Classroom Teachers will continue to be assessed annually against the experienced teacher professional standards.

### 3.8 Deferred Progression

- 3.8.1
- (a) Principals will be able to defer progression for teachers who have not met the professional standards at the appropriate level throughout the assessment period.
  - (b) If it is agreed that the teacher has demonstrated within the timeframe determined by the principal (in consultation with the teacher) that they are meeting the appropriate standards, they will progress to the next step from the date of the second assessment. The teacher's anniversary date for the purposes of progression only, would move to the date on which the teacher's performance was deemed to have met the required standards.
  - (c) Where a teacher is unable to attain the standards within the specified time period, the teacher will be required to undergo competence procedures as set out in Part Two.

### 3.9 Local Review Process

- 3.9.1
- (a) Where a teacher disagrees with the deferral of their salary increment the teacher may, within fourteen (14) working days of being notified of the deferral, seek a review.
  - (b) The employee may be represented during the process.

- (c) A reviewer shall be a person nominated by the board of trustees and acceptable to the employee. The reviewer may be another staff member but should not be someone connected with the original decision to defer progression. In the event that agreement cannot be reached on a reviewer within a reasonable time the board of trustees shall determine who the reviewer will be.
- (d) The reviewer will give the employee and the principal fair opportunity to make representations.
- (e) The reviewer shall make recommendations to the board of trustees within thirty (30) days of receiving the employee's application for review.
- (f) The board of trustees shall make a final decision within fourteen (14) days of receiving the recommendation.
- (g) Where requested, the employee shall have access to the information about him/herself provided to the board of trustees by the reviewer.
- (h) Nothing in this clause prevents the employee from taking a personal grievance in accordance with Part Eight of this agreement.

**Note:** *In cases of very small schools it may be necessary to develop a reciprocal arrangement with a neighbouring school.*

### 3.10 Progression for Resource Teachers

- 3.10.1 (a) Progression through the salary steps for resource teachers up to the second to top step for the relevant qualification maximum for that teacher shall be on an annual basis from the date of appointment, dependent on competent performance as attested by the principal.
- (b) Progression from the second to top step to the top step for the relevant qualification maximum for that teacher shall be on an annual basis from the date of appointment and is dependent upon proven initiative in the performance of their duties which shall be carried out in a highly competent manner as attested by the principal: Provided that where the principal is unable to make this assessment because of the itinerant nature of the teacher's duties over this twelve (12) month period, the teacher may progress to the top step in terms of subclause (a) above (ie, competent performance).

### 3.11 Acting or Relieving Principals

- 3.11.1 When a permanent teacher acts in the position of principal in the same school for a period of more than two (2) school weeks, payment for the period concerned shall be an allowance representing the difference between her/his salary and the minimum rate applicable to the principal's position but shall not be less than the rate of salary in the employee's own permanent position.
- 3.11.2 When a teacher relieves in the position of principal in another school for more than two (2) school weeks, the rate of salary payable as per clause 3.11.1 or the teacher's own rate, whichever is the higher shall apply. Boarding allowance is payable in addition if appropriate.
- 3.11.3 When a permanent teacher(s) relieves in the position of principal in the same school because the principal has been released to undertake the functions of the Community Leadership role they shall be paid an allowance from the date that they began the additional functions provided that:
  - (a) they will be undertaking the additional functions for a cumulative period of more than two weeks; and
  - (b) the payment shall be an allowance representing the difference between the teacher's salary and the minimum rate applicable to the principal's position but shall not be less than the rate of salary in the teacher's own permanent position; and
  - (c) as the teacher(s) is not undertaking the whole of the principal's role, the allowance will be pro-rated provided the payment(s) to the teacher, or teachers in combination, do not exceed the total allowance payable for the portion of the time the principal is undertaking the Community Leadership role.

### 3.12 Acting in a Higher Position (other than as Principal)

3.12.1 A permanent teacher who relieves in a designated position above the base scale shall be paid for the period concerned, an allowance representing the difference between her/his salary and the rate for the position the teacher is relieving in, but not more than the rate which is equivalent to three units above the teacher's own permanent position, and subject to such conditions as the Secretary for Education may approve.

3.12.2 Payment for vacations is to be made on the basis of three-tenths of service.

3.12.3 A teacher acting in a higher position and receiving an allowance is subject to the following conditions:

- (a) The teacher must perform the extra duties and undertake the responsibilities of the higher position for a qualifying period of twenty one (21) working days, comprising:
  - (i) one continuous period;
  - (ii) any combination of periods of five (5) working days or more totalling twenty one (21) working days in any period of twelve (12) months.
- (b) Although not counting as part of the qualifying period, school vacation and leave do not interrupt the qualifying period if the teacher goes back to the higher position immediately after the vacation or the leave.
- (c) A teacher who is being paid additional salary in a relieving position on the last day of a school term shall be paid the additional salary for the ensuing vacation for a period equal to three-tenths of the period of employment in the position or until the end of the vacation, whichever is the shorter period.
- (d) The temporary appointment is not a long-term relieving one made, after advertisement, in accordance with the usual procedure for permanent appointments.

3.12.4 When as a consequence of an appointment of a teacher to a Community role the employer reallocates duties to a teacher or teachers then:

- (a) subject to (c) and (d) below, the higher duties allowance shall be paid from the date the duties are transferred.
- (b) the higher duties allowance may be paid to both permanent and fixed-term teachers.
- (c) the qualifying period outlined in clauses 3.12.3(a) and (b) shall not apply.
- (d) for each teacher to whom duties are to be transferred, the employer shall identify either:
  - (i) the number of hours per week being transferred on a continuous basis. In these cases the higher duties allowance shall be paid fortnightly, calculated as the proportion of the twenty-five (25) timetabled hours transferred each week; or
  - (ii) the total number of hours being transferred within each term when the duties are not performed on a continuous basis. In these cases a lump sum shall be paid at the end of each school term. The FTTE will be calculated as total hours per term divided by 950 (inclusive of holiday pay).
- (e) the rate of the higher duties allowance shall be calculated in accordance with clauses 3.12.1, 3.12.2 and 3.12.3 (c) of the ASTCA.

### 3.13 Careers Adviser Allowance

3.13.1 A teacher appointed as a careers adviser shall be paid an allowance at the rate of \$1,500 per annum. This allowance is paid at the substantive rate for both full time and part time teachers, regardless of the number of units they hold.

### 3.14 Māori Immersion Teaching Allowance

3.14.1 All teachers required to use te Reo Māori for at least six hours per week in approved Māori immersion programmes at levels 1, 2 or 3 shall receive an allowance of \$4,000 per annum. This allowance shall be pro-rated for part time teachers (based on the teacher's total hours).

- 3.14.2 From the start of the 2017 school year, all teachers required to use te Reo Māori for at least six hours per week in approved Māori immersion programmes at level 1, who have more than three continuous years' service teaching in level 1 Māori immersion classes shall receive an additional allowance of \$2,000 per annum. This is in addition to the allowance described in clause 3.14.1. This allowance shall be pro-rated for part time teachers (based on the teacher's total hours).
- 3.14.3 From the start of the 2017 school year, for all teachers required to use te Reo Māori for at least six hours per week in approved Māori immersion programmes at level 1, who have more than six continuous years' service teaching in level 1 Māori immersion classes, the additional allowance described in clause 3.14.2 shall increase to \$4,000 per annum. This is in addition to the allowance described in clause 3.14.1. This allowance shall be pro-rated for teachers who teach Māori immersion classes part-time (based on the teacher's total hours).
- 3.14.4 The employer shall attest to the eligibility of teachers for these allowances according to the level of te Reo Māori immersion i.e. the proportion of the curriculum taught in te Reo Māori, outlined below:
- (a) Level one - 81–100% of the total time
  - (b) Level two - 51–80% of the total time
  - (c) Level three - 31–50% of the total time.
- 3.14.5 For clarity continuous service for the payment of the allowance in clauses 3.14.2 and 3.14.3 above shall be interrupted but not broken by any periods of unpaid leave and/or breaks in teaching service and/or teaching service in classes other than Māori immersion level one.
- 3.15 Associate Teacher Allowance**
- 3.15.1 A teacher who has been assigned by the principal to assist in the practical training of students from a college of education, or a teacher training provider approved and accredited under the provisions of the Education Act 1989, or a teacher undertaking a full-time course of specialised training, shall be paid an allowance for each hour of student contact up to a maximum of sixteen (16) hours contact with any one student in any week at a minimum rate of \$3.20 per student to a maximum rate consistent with arrangements made between the provider and the board of trustees.
- 3.16 Tutor Teacher Allowance**
- 3.16.1 A tutor teacher is a fully registered teacher who has met the professional standards in this agreement as appropriate and is designated as being responsible for providing an advice and guidance programme to a provisionally registered first or second year teacher working towards full registration. The responsibilities of a tutor teacher include assisting the provisionally registered teacher to meet the requirements for becoming fully registered.
- 3.16.2 The Tutor Teacher Allowance of \$4000 per annum is payable to a designated tutor teacher while they are responsible for a permanently appointed or long-term relieving first or second year provisionally registered teacher or teachers. The Tutor Teacher Allowance is payable provided that:
- (a) the total combined hours worked by the provisionally registered teacher(s) are at least 0.8 FTTE, and
  - (b) the tutor teacher is not receiving at the same time an allowance payable under clause 3.16.3.
- 3.16.3 A tutor teacher allowance of \$1000 per annum is payable to a designated tutor teacher while they are responsible for a permanently appointed or long term relieving first year provisionally registered teacher where the hours worked by the provisionally registered teacher are 0.5 FTTE or greater but less than 0.8 FTTE, provided that the tutor teacher is not receiving at the same time an allowance payable under clause 3.16.2.
- 3.16.4 A tutor teacher may be responsible for tutoring more than one provisionally registered teacher concurrently, but shall only receive one payment of the allowance.

- 3.16.5 Only one teacher may be designated as being responsible for tutoring any provisionally registered teacher at any one time.
- 3.16.6 The designation of tutor teacher shall be for no more than one school year on each occasion.
- 3.16.7 Where the provisionally registered teacher is employed for part of a year, e.g. one term, the allowance shall be paid to the tutor teacher for that part of the year only.
- 3.17 Special Duties Increment Allowance**
- 3.17.1 A teacher appointed as a RTLB or appointed to a permanent or relieving position of at least one term in approved types of special classes or schools with special teaching problems shall be paid a special duties increment allowance of one additional salary step or, if the employee is on the maximum step of the base salary scale, additional salary of \$995 per annum.
- 3.18 Service Increment**
- 3.18.1 A teacher is eligible for the Service Increment (Increment) if the teacher:
- (a) is permanently appointed to a teaching position; and
  - (b) has been attested by the principal as having met the requirements of the Schedule – Professional Standards For Area School Teachers – Criteria For Quality Teaching; and
  - (c) has completed three (3) years' teaching service on their maximum step of the trained teachers' base salary scale for the teacher's qualification group; and
  - (d) is classified in qualification Group 1, 2, 3 or 3+ and has completed a qualification at Level 5 or higher on the National Qualifications Framework that is acquired after the qualification(s) used to determine the teacher's qualification group; and
  - (e) does not hold more than three (3) permanent unit(s) in terms of clause 3.4.
- 3.18.2 The acquisition of an additional qualification is not required of a teacher classified in qualification Group 4 or 5.
- 3.18.3 A teacher eligible for payment of the Increment shall, upon application, be paid additional salary at the rate of \$2,000 per annum.
- 3.18.4 A teacher eligible for the Increment under clause 3.18.1 shall have the payment backdated to the date they became eligible to receive the increment provided that no backdating exceeds 36 months from the date of application.
- 3.18.5 Eligibility for the Increment once approved, remains (subject to clause 3.18.6 and clause 3.18.7 below) if the teacher moves to a new teaching position in the area school sector, whether permanent or not, regardless of breaks in service.
- 3.18.6 Payment of the Increment will cease should a teacher be appointed to a position which has allocated more than three permanent unit(s), or upon the allocation of more than three permanent unit(s) to the teacher in her/his existing position. Payment of the Increment will resume should the teacher cease to hold a position allocated more than three permanent unit(s).
- 3.18.7 Payment of the Increment will cease should a teacher improve their qualification group. Once the teacher has met the eligibility requirements outlined in clause 3.18.1(b) to (e) for the new qualification group payment of the Increment shall resume.
- 3.18.8 Primary or secondary school teachers or those in the advisory service who move to a position in an area school, either directly or after a break in service, who:
- (a) were in receipt of the Increment will receive payment of the Increment as per clause 3.18.3 (subject to clause 3.18.6 and clause 3.18.7) from the date of appointment to the new position; or

- (b) have accumulated service towards eligibility for the Increment in terms of clause 3.18.1(c) shall be able to count the accumulated service towards the service requirement in clause 3.18.1(c).
- 3.18.9 Teachers who were serving on or before 1 February 1971 will not be required to acquire an additional qualification if they fall within one of the categories outlined in Schedule 3 of this agreement.
- 3.19 **Bus Controller's Allowance**
- 3.19.1 A teacher appointed as bus controller for a school district who undertakes the full bus controlling duties and responsibilities shall be paid \$3.61 per day for the first route and \$1.26 per day for each additional route. The allowance is not payable on a runback within a route or where a bus makes a second trip over substantially the same route.
- 3.20 **Staffing Incentive Allowance**
- 3.20.1 An additional salary of \$1000 per annum shall be payable to:
  - (a) all full-time teachers appointed to advertised positions in schools designated as having serious staffing difficulties;
  - (b) long-term relieving teachers appointed to long-term relieving positions for not less than two (2) complete terms in schools designated as having serious staffing difficulties;
  - (c) notwithstanding the above, permanent or long-term relieving teachers who receive three (3) or more permanent management units are excluded from receipt of the staffing incentive allowance.
- 3.20.2 A school which is approved Staffing Incentive Allowance (SIA) status retains this status for three (3) years.
- 3.21 **Area Schools Priority Teacher Supply Allowance**
- 3.21.1 The Area Schools Priority Teacher Supply Allowance (ASPTSA) applies to teachers employed in those area schools identified by the Ministry of Education as requiring additional support for recruitment and retention. The schools identified by the Ministry are those set out in separate advice and may be changed by the Ministry as needs change, no more than annually, after consultation with the unions.
- 3.21.2 Full-time and part-time (0.5 FTTE and above) fully registered teachers employed on a permanent or long-term relieving basis of two consecutive terms or more and who have been attested as having met the appropriate professional standards shall be entitled to receive the ASPTSA of \$2,500 per annum, pro-rated for part-time teachers.
- 3.21.3 Full-time and part-time (0.5 FTTE and above) provisionally registered teachers or teachers registered subject to confirmation who are employed on a permanent or long-term relieving basis of two consecutive terms or more shall be entitled to receive the ASPTSA at a rate of \$1500 per annum, pro-rated for part-time teachers, until such time as they are registered and attested as having met the fully registered teacher professional standards.
- 3.21.4 Teachers in receipt of the ASPTSA are not entitled to receive the SIA at the same time.
- 3.21.5 Where a school loses ASPTSA status, the school may apply for SIA status where there is a serious staffing difficulty.
- 3.21.6 Teachers moving to a school which has been designated as ASPTSA status are entitled to either the National Relocation Grant (as set out in the Ministry Guidelines on Teacher Supply Initiatives) or to the transfer and removal provisions of this Agreement where applicable. On completion of a minimum of three years' continuous service in one or more ASPTSA schools a teacher shall have access to the transfer and removal provisions of this Agreement when moving from this category of school to another teaching position in a state or integrated school.

3.21.7 In the event that a school is removed from the ASPTSA coverage, teachers who were in receipt of the ASPTSA prior to that change, shall continue to receive the allowance until the end of the school year. Teachers who are so affected shall retain their entitlement to the transfer and removal provisions of this Agreement for a further three years.

### 3.22 Compassionate Grant

3.22.1 A compassionate grant is payable to the estate of a teacher who:

- (i) dies while employed in the state teaching service; or
- (ii) dies within 12 months of the date of approved medical retirement under clause 2.9. For clarity, this date is from the date of retirement and excludes any notice period or period for which payment is made.

Compassionate grants are calculated as a proportion of the annual rate of salary payable to the teacher at the time of death as follows:

Length of service	Proportion of annual salary rate
20 years or more	One-eighth
10 years but less than 20 years	One-twelfth
Under 10 years	No grant payable

3.22.2 The following conditions apply to the payment of the grants:

- (a) No grant is payable if, as a result of death, payments under the Injury Prevention, Rehabilitation and Compensation Act 2001 to an equivalent or greater extent have been made.
- (b) Service must be continuous except that intervals of up to one year (or the time to care for their own pre-school child(ren)) may be bridged and service aggregated, but the intervals do not count as service. If an interval exceeds one year, (or exceeds the time to care for their own pre-school child(ren)) the qualifying service commences afresh after the interval.
- (c) Allowance service comprises: service in state schools (including kindergartens) in New Zealand; New Zealand Government service; teacher training which commenced in 1980 or earlier; active military service; service on the staff of New Zealand universities and service as a teacher on an official government exchange scheme, and in any government sponsored scheme.
- (d) Service not recognised includes: private school teaching; full-time university study (unless on leave); trade or executive service; overseas teaching service (other than service as a teacher on an official government exchange scheme and as a teacher under a government sponsored scheme) and teacher training which commenced in 1981 or later.
- (e) For the purpose of calculating the grant, salary includes salary plus any other permanent salary allowances paid. Temporary allowances such as boarding, higher duties allowances, and remuneration for extra duties (e.g. overtime or hostel supervision payments) are excluded.
- (f) The grant is calculated to the nearest dollar and is payable to the dependant or the person acting on behalf of the dependants. Any salary or holiday pay due is payable to the estate.

### 3.23 Isolation Allowance

3.23.1 An employee whose work requires that they reside permanently at a locality designated as isolated will receive an isolation allowance as follows:

- (a) provided that the employee or their partner is not in receipt of any other state or private sector isolation allowance which recognises any of the factors recognised in paying this allowance, unless that other allowance is specified by an agreement to be provided in addition to an isolation allowance;
- (b) provided also that where an employee and their partner are both employed in the State Services at the locality, the allowance will be paid, at the employee's choice, either: at the "Basic Rate with Partner/Dependant" to either partner or at one half of that rate to both partners.

- 3.23.2 An isolation allowance will be paid fortnightly and during:
- periods of annual leave, whether or not the employee remains in the isolated locality;
  - any absence from the isolated locality on sick leave or other paid leave of up to seven (7) consecutive days.
- 3.23.3 Where an employee goes to another locality and is paid a field allowance and;
- that employee has dependants who remain in the isolated locality during the absence, the employee will continue to be paid an isolation allowance; and
  - if the employee has no dependants, s/he will continue to receive an isolation allowance for up to seven (7) days.
- 3.23.4 Non-permanent part-time teachers will be paid an isolation allowance on a pro rata basis.
- 3.23.5 The isolation allowance rates for employees whose full-time residence is in a locality which has a population of less than 300 are:

		Basic Rate Per Annum \$	Basic Rate with Dependant Per Annum \$
a	Category 1 60-100 km from a population centre of greater than 1,500 persons will receive:	299	598
b	Category 2 101-150 km from a population centre of greater than 1,500 persons will receive:	502	1,004
c	Category 3 151-200 km from a population centre of greater than 1,500 persons will receive:	751	1,501
d	Category 4 200 km from a population centre of greater than 1,500 persons will receive:	A 1,472 B 1,055	2,943 2,110
e	reserved		
f	Category 6 Hari Hari Twizel	299 299	598 598

### 3.24 Holiday Pay

#### 3.24.1 Definitions

The following definitions apply to this subsection:

- Holiday pay (HP): Holiday pay is the salary payable to teachers on cessation of duty or for periods during which schools are closed for term vacations.
- Vacation: is the period during which schools are closed for instruction at the end of a school term. Part 7 of the Education Act 1989 determines the periods during which schools will be closed for vacations.
- Deduction from HP: Deduction from holiday pay is a proportionate reduction in a teacher's holiday pay on account of leave without pay taken during the current school year.

#### 3.24.2 General provisions

- A permanent teacher is paid for all vacations which occur during the period of engagement, subject to clause 3.24.3.

- (b) Holiday pay due on resignation: A permanent teacher who resigns during a school year is paid, on ceasing duty, any balance of holiday pay due after taking into account:
  - (i) total teaching service for the year;
  - (ii) holiday pay already paid in that year;
  - (iii) any leave without pay taken during that year.
- (c) Holiday pay after sick leave without pay - No deduction is to be made from the holiday pay of teachers for periods of sick leave without pay or accident leave without pay for periods not exceeding three months in any one school year. Where the total number of days of sick/accident leave without pay is in excess of three months, the deduction is based on the period subsequent to the three months. The initial three months are not taken into account. In order to receive the benefits of holiday pay for periods of sick leave without pay, a teacher's current sick leave entitlement must first have been used, ie, teachers with current entitlements to sick leave are not covered by the non-reduction in holiday pay provision outlined above if they elect to receive sick leave without pay instead of using their entitlement.

### 3.24.3 Holiday pay after leave without pay

If a permanent teacher has been granted leave without pay (other than sick leave in terms of clause 3.24.2 in excess of five school days during any school year, the total holiday pay due is reduced in proportion to the total period of leave without pay. In special cases the Secretary for Education may approve holiday pay beyond entitlement (eg, periods of approved sports leave without pay).

### 3.24.4 Holiday pay on higher duties or relieving allowances - A permanent teacher receiving higher duties allowances, relieving allowance, staffing incentives allowance and/or special duties allowance at the end of the term receives holiday pay calculated on the higher salary for the period so employed or until the end of the vacation, whichever is the shorter.

### 3.24.5 Method of calculation - Holiday pay is based on the school year and is not payable beyond 27 January. For holiday purposes, teaching service comprises all paid service including weekends and statutory holidays, but not school vacations. Calculation of holiday pay is made to the nearest day and when a half-day is involved the calculation is made to the benefit of the teacher. In calculating holiday pay the following rules apply:

- (a) in schools open for fewer than 195 days in a school year, Holiday pay =  $3/10 \times$  number of days;
- (b) if a permanent teacher has had leave without pay for a period exceeding five days, the holiday pay to be deducted is based on the total number of days without pay;
- (c) when a teacher resigns, any half-day resulting from calculation of holiday pay is to the benefit of the teacher;
- (d) when a school closes on a Friday and the vacation commences on the Monday following, the intervening weekend is school time and not vacation time;
- (e) the number of days' holiday pay is counted from the beginning of the vacation.

## 3.25 Basis of Calculation of Payment of Salaries

### 3.25.1 The salaries of employees shall be paid fortnightly and the gross salary for a full pay period is calculated as 14/365ths of the annual salary rate. For broken periods the calculation is the number of days due multiplied by the annual rate and divided by 365. Gross salary comprises all salary and allowances (temporary and permanent).

## 3.26 Payment of Salaries (Part-Time Teachers)

### 3.26.1 The salary of a part-time teacher shall be a proportion of the rate on the base scale that the teacher would receive if employed full-time and shall exclude any additional salary and allowances. The number of hours for which payment shall be made shall be the number of class contact hours worked increased by 11 per cent.

- 3.26.2 Temporary change in hours  
Where a part-time teacher increases the number of class contact hours worked per week (but less than full-time) for a period of up to four weeks, the additional hours shall be paid on the basis of 1/950 of the employee's annual rate. As these hourly rates include a holiday component, no further calculation of holiday pay is required for payment for the additional hours.
- 3.26.3 Long term change in hours - Where a part-time teacher increases the class contact hours worked per week (but less than full-time) for a continuous period exceeding four weeks, an appropriate pro rata adjustment shall be made. Holiday pay is calculated each term. Where there has been a long term change in hours during the term, holiday pay is to be paid according to the number of hours per week worked over the greater part of the year.
- 3.26.4 Part-time teachers who temporarily work full-time - Where a part-time teacher works full-time for a period of one week or more, payment shall be made on a full-time basis. Payment during vacations for holiday pay shall be made at the full-time salary rate for a period equal to 30% of any period or periods in which the teacher worked full-time and the balance of vacations should be paid at the normal pro rata rate.
- 3.26.5 Increments - The following procedures apply for the payment of increments to part-time teachers:
- (a) Part-time teachers shall receive increments when applicable, under the same conditions as full-time teachers.
  - (b) Part-time teachers shall receive credit for class contact hours only. If employment is less than 20 hours per week, each complete 950 hours is equivalent to one year's full-time teaching.
- 3.26.6 Credit as full-time service - For incremental purposes, periods of employment for 20 hours a week or more are credited as full-time salary service and this service is counted as for full-time teachers. Any part-time service less than 20 hours a week, performed since the last increment was paid, may be counted towards the next increment on the basis of one month's credit for each 80 hours worked.
- 3.27 Relievers
- 3.27.1 Definitions of reliever:
- (a) Short-term relievers are teachers who are temporarily employed on a casual basis to relieve in a teaching position during that teacher's absence for a period not exceeding three weeks.
  - (b) Long term relievers are teachers employed for a continuous period beyond three weeks.
- 3.27.2 Payment of Salaries –Short-term relievers
- (a) Short term relievers employed shall be paid at the rate of 1/190 of the appropriate annual salary for each day worked (inclusive of holiday pay); provided that the maximum daily rate payable for relievers employed for no more than three (3) weeks, shall not exceed 1/190 of step 10 on the base salary scale.
  - (b) If employed on an hourly basis, this proportion shall be 1/950 of the applicable annual rate to a maximum of step 10 on the base salary scale (inclusive of holiday pay); provided no reliever so employed shall be paid for less than two (2) hours per day of relief and, if there is a break in duties of one and a half hours (1.5) or more, an allowance equivalent to one (1) hours pay shall be paid.
- 3.27.3 Payment of salaries – Long-term relievers
- (a) Long term relievers employed in excess of three weeks, shall be paid a salary at the appropriate salary rate specified in this agreement.
  - (b) If due, the following allowances shall be paid in addition; boarding allowance; staffing incentive allowance.
  - (c) Long term relievers employed for one year or less shall be entitled to the provisions of this agreement as specified.

- (d) A long term relieving teacher appointed to a relieving position for a term of at least one year shall be regarded as a permanent appointment in terms of the provisions of this agreement.

*Note: For clarity, the professional responsibilities of a long term reliever shall be the same as a permanent employee.*

#### 3.27.4 Commencing date of salary

The rules for determining the commencing date of the salary of relievers who start on the first school day of the year shall be:

To be paid from 28 January:

- (a) Relievers employed in state schools at the end of the previous year;
- (b) Permanent teachers who retired at the end of the year and resume as relievers.

#### 3.27.5 Period for which relievers are entitled to be paid

A reliever shall be entitled to be paid within the current or immediately following pay period.

#### 3.27.6 Progression

Increments due shall occur on completion of each 190 days relieving service.

#### 3.27.7 Relieving teachers – Short-term relieving teachers are to receive holiday pay progressively during the year after each period of employment.

Long-term relieving teachers are to be treated the same as permanent teachers for holiday pay purposes.

### 3.28 Specialist Teacher Allowance

3.28.1 A teacher appointed as a Specialist Teacher under clause 2.15.2 shall be paid an allowance of \$4,000 per annum. For clarity, this is an allowance and is not a salary unit.

3.28.2 A teacher appointed as a Specialist Teacher under clause 2.15.3 shall be paid an allowance of \$8,000 per annum. For clarity, this is an allowance and is not a salary unit.

3.28.3 A teacher appointed as a Specialist Teacher may not also hold any permanent units and no more than one fixed term unit.

### 3.29 RTLB Leadership Payments

3.29.1 Boards with lead school responsibility for RTLB employed within a cluster will be entitled in any one school year, to a number of leadership payments of \$2,000 generated by formula in the relevant staffing order. The Board will allocate these leadership payments to the cluster manager or any RTLB with designated responsibility for providing leadership.

### 3.30 RTLB Cluster Manager Remuneration

3.30.1 The remuneration of a permanent full-time cluster manager appointed to a Ministry of Education approved RTLB cluster shall be comprised of:

- A base salary as per clause 3.1.1
- An allowance equivalent to the Special Duties Increment Allowance paid to all RTLB (clause 3.17)
- One unit per annum (as per clause 3.4.2)
- Any RTLB leadership payments allocated under clause 3.29 above.

### 3.31 Allowances for Community Leadership Role

3.31.1 Where the Secretary for Education approves the appointment of a teacher, who is not a principal, to the Community Leadership role, then for those duties associated with the role of the proposed variation to the Area School Principals' Collective Agreement shall apply to the teacher, in addition to the relevant provisions of this agreement.

- 3.32 Allowances for Community Teacher (across community) Role
- 3.32.1 Boards within a designated Community will be entitled to a number of allowances for a Community Teacher (across community) role (“the role”), generated by formula in the relevant Staffing Order.
- 3.32.2 Subject to clauses 3.32.11 and 3.32.12 below, each appointment to the role:
- (a) is subject to an agreed selection process and criteria;
  - (b) is for a fixed-term of up to two years, subject to 3.32.4 and 3.32.6 below; and
  - (c) may be extended for one further period of up to 2 years.
- 3.32.3 A teacher appointed to the role shall receive an allowance of \$16,000 per annum while they hold the role.
- 3.32.4 The appointment may be renewed without re-advertising the role for one further period of up to two years, subject to the incumbent teacher continuing to meet the relevant criteria.
- 3.32.5 In the event a part-time teacher is eligible for, and appointed to the role, the allowance will be paid at the substantive rate. As the allowance is not pro-rated, part-time teachers are required to do the full work of the role and to work with other teachers for the same amount of time as a full-time teacher in the role.
- 3.32.6 A teacher appointed to the role shall be assessed annually during their fixed-term of appointment by their employing board against the agreed criteria for the role.
- 3.32.7 Where a teacher is relieving in the Community Teacher (across community) role due to the absence of the teacher appointed to the role being on approved leave, the relieving teacher shall be entitled to the allowance provided in clause 3.32.3 and time allowance for the role provided in clause 3.32.11 (h) or 3.32.12 (c) provided that:
- (a) The period the teacher is relieving in the role is no less than one term and no more than one year; and
  - (b) The teacher relieving in the role meets the criteria for appointment to the role.
- 3.32.8 The allowance will cease to be payable in the following circumstances:
- (a) Where the teacher ceases to be employed as a teacher at that school; or
  - (b) Where, with the agreement of the employing board, the teacher voluntarily relinquishes the role; or
  - (c) Where the teacher ceases to hold the role; or
  - (d) Where the appointment is for a fixed period, when that fixed period ends, regardless of whether the teacher remains at that school; or
  - (e) Where a teacher loses the role as a consequence of the withdrawal of the employing school from the Community, subject to 3.32.9 (e); or
  - (f) Where a teacher loses the role as a consequence of the disestablishment of the Community, subject to 3.32.9 (e); or
  - (g) Where a teacher loses the role as a consequence of a reduction in the number of these roles available to the Community, subject to the provisions of clause 3.32.9 below; or
  - (h) Where the teacher loses the role due to competency issues, subject to clause 2.3.3 (e).
- 3.32.9 Where Community Teacher (across community) roles are to be reduced in number as a consequence of a reduction in the allocation to the Community then:
- (a) Schools within the Community will review the current needs of the Community in relation to its achievement plan and the number of roles to be reduced. This review will be carried out by the person in the Community Leadership role in consultation with employing boards. The review will be of the functions of each position against the current needs of the Community in relation to its agreed objectives and determine which role(s) is/are most needed.
    - (i) The employing boards will first seek to manage any required reduction by attrition.

- (b) Where the reduction cannot be managed by attrition then the process will be to:
  - (i) Reduce the fixed-term closest to the end of its term.
  - (ii) Where two or more fixed-term roles have an equal period to run to the end of their term, the employers will, in consultation with the person in the Community Leadership role and representatives of the Community, review the functions of each role against the current needs of the Community in relation to its agreed objectives and determine which role(s) is/are most needed.
- (c) The employer of roles identified will issue notice of loss of role(s).
- (d) A surplus staffing process is not undertaken as a result of this process.
- (e) Salary protection provisions of clause 3.4.9 (a) will apply to teachers whose Community Teacher (across community) role is disestablished. If a teacher returns to, or is subsequently appointed to, a position of equal or higher remuneration than they received in the Community Teacher (across community) role, the salary protection no longer applies.

**Note 1:** Community Teacher (across community) professional standards are to be developed. Until the professional standards are developed the annual assessment for this role will be based on the agreed Criteria for Selection developed by the Professional Standards Writing Group.

**Note 2:** Attention is drawn to clause 2.20 in relation to induction and networking for the role.

3.32.10 For the purposes of this role, “predominantly” shall mean 80% or more of the teacher’s weekly timetabled classroom teaching time as at the time they are appointed to the role.

3.32.11 The following provisions apply where the person appointed to the role is, at the time of appointment, a teacher predominantly teaching years 1 to 6 classes:

- (a) The responsibilities and / or activities of each role will be defined in substance and time by the Community’s shared achievement plan;
- (b) The teacher is appointed to promote best teaching practice across a Community in line with the challenges in the Community’s shared achievement plan. Promotion of best teaching practice may include a focus on:
  - collaborative inquiry
  - expertise capacity building
  - pedagogy / teaching practice
  - community engagement
  - transition support
  - cultural competency.
- (c) A teacher is appointed to the role through an agreed selection process, including:
  - (i) National criteria or professional standards (and is affirmed by the National Panel as having met the criteria or standards);
  - (ii) Demonstrating how they will meet the agreed purpose / focus of the role; and
  - (iii) In accordance with the agreed guidelines.
- (d) The exact tenure of the appointment will be determined by the Community based on the needs identified through the planning process, with the agreement of the Community, teacher and employing board, subject to 3.32.2 (c) and 3.32.8
- (e) Any extension will depend on the needs of the Community and the progress of planning and inquiry, with the agreement of the Community, teacher and employing board.
- (f) As the role is intended to expand on career opportunities for classroom teachers to use and develop their professional leadership skills while remaining in the classroom, a teacher appointed to this role shall maintain at minimum a 0.5 FTTE classroom teaching load.
- (g) Boards will take into account the work generated by the requirements of the role alongside any other responsibilities relating to units held by a teacher. There is no limit on the number of units a teacher may hold while in this role.
- (h) The employing board will receive additional 0.4 FTTE staffing for the period of the appointment to enable the functions of the role to be fulfilled.

- (i) Where a Community cannot select a teacher to be in one of the roles it generates from within the Community, or seeks an alternative period for the appointment of one or more of the roles, the Secretary for Education may agree to alternatives. This may result in alternative arrangements for the payment of the allowance outlined in clause 3.32.3 above and for the provision of the time allowance outlined in clause 3.32.11 (h) or 3.32.12 (c), or for the period of the appointment to the role outlined in clause 3.32.2 above.

3.32.12 The following provisions apply where the person appointed to the role is, at the time of appointment, a teacher predominantly teaching years 7 to 13 classes:

- (a) Appointment criteria to the role shall include:
  - (i) the appointee may hold a maximum of two permanent units while in the role
  - (ii) a teacher cannot concurrently hold both the Specialist Teacher role and the Community Teacher (across community) role
  - (iii) current employment as a teacher within the Community
  - (iv) a current practising certificate
  - (v) recent educational leadership experience relevant to the role
  - (vi) met professional standards relevant to their current position
  - (vii) the approval of their employing board
- (b) A Teacher appointed to the role shall maintain at minimum an average of eight (8) timetabled class-contact hours per week.
- (c) The employing board shall receive 0.4 full-time teacher equivalent (FTTE) time allowance for the period of the appointment to enable the teacher to fulfil their function in the role.
- (d) Each teacher in a Community Teacher (across community) role shall be allocated the equivalent of ten hours non-teaching time per week. The employing board, in consultation with the Community and the employee has flexibility to decide how they allocate this time within or across weeks. An allocation under this clause is in addition to any other time allowances to which the teacher is entitled under this agreement.

### 3.33 Allowances for Community Teacher (within school) Role

3.33.1 Each board within a Community will be entitled to a number of allowances for a Community Teacher (within school) role ("the role"), generated by formula in the relevant Staffing Order.

3.33.2 Each appointment to the role will be subject to clause 3.33.10 or 3.33.11 below.

3.33.3 A teacher appointed to the role shall receive an allowance of \$8,000 per annum while they hold the role.

3.33.4 In the event a part-time teacher is eligible for, and appointed to the role, the full allowance is payable. Part-time teachers are required to do the full work of the role and to work with other teachers for the same amount of time as a full-time teacher in the role.

3.33.5 A teacher appointed to the role shall be assessed annually while in the role by their employing board against agreed criteria for the role.

3.33.6 Where a teacher is relieving in the Community Teacher (within school) role due to the absence of the teacher appointed to the role being on approved leave, the relieving teacher shall be entitled to the allowance provided in clause 3.33.3 and time allowance for the role provided in clause 3.33.10 (i) or 3.33.11 (f) provided that:

- (a) The period the teacher is relieving in the role is no less than one term and no more than one year; and
- (b) The teacher relieving in the role meets the criteria for appointment to the role.

- 3.33.7 The allowance will cease to be payable in the following circumstances:
- (a) Where the teacher ceases to be employed as a teacher at that school; or
  - (b) Where, with the agreement of the employing board, the teacher voluntarily relinquishes the role; or
  - (c) Where the teacher ceases to hold the role; or
  - (d) Where the appointment is for a fixed period, when that fixed period ends, regardless of whether the teacher remains at that school; or
  - (e) Where the teacher loses the role because the number of allowances available to the employing board is reduced, the salary protection provisions of clause 3.33.8 will apply. If the teacher returns to, or is subsequently appointed to, a position of equal or higher remuneration than they received while in the role, the salary protection will no longer apply; or
  - (f) Where the teacher loses the role due to competency issues, subject to clause 2.3.3 (e).

- 3.33.8 Where Community Teacher (within school) roles are to be reduced in number as a consequence of a reduction in the allocation to the Community then:
- (a) The employer will first seek to manage any required reduction by attrition.
  - (b) Where the reduction cannot be managed by attrition then the process will be to:
    - (i) Reduce the fixed-term closest to the end of its term.
    - (ii) Where two or more fixed-term roles are of equal length from their end of term the employers will review the functions of each position against the current needs of the school in relation to the Community's agreed objectives and determine which position is most needed.
    - (iii) Where there are no fixed-term roles the employer shall review the functions of each permanent Community Teacher (within school) role against the current needs of the school and determine which roles are most needed.

Note: The reduction may be in conjunction with the surplus staffing process but is not in itself sufficient to require in the school the processes outlined in 2.13.1(a) of this agreement.

- (c) The salary protection provisions of 2.13.5 (b) or 3.4.9 (a) will apply as appropriate to teachers whose Community Teacher (within school) role is disestablished. If a teacher returns to, or is subsequently appointed to, a position of equal or higher remuneration than they received in the Community Teacher (within school) role, the salary protection no longer applies.

Note 1: Community Teacher (within school) professional standards are to be developed. Until the professional standards are developed the annual assessment for this role will be based on the agreed Criteria for Selection developed by the Professional Standards Writing Group.

Note 2: Attention is drawn to clause 2.20 in relation to induction and networking for the role.

- 3.33.9 For the purposes of this role, "predominantly" shall mean 80% or more of the teacher's weekly timetabled classroom teaching time as at the time they are appointed to the role.
- 3.33.10 The following provisions apply where the person appointed to the role is, at the time of appointment, a teacher predominantly teaching years 1 to 6 classes:
- (a) The purpose of the roles for teachers (predominantly teaching at these year levels) is to promote best teaching practice within a school and strengthen the use of an inquiry approach to teaching and learning.
  - (b) The responsibilities and / or activities of each role will be defined in substance and time by the Community's shared achievement plan.

- (c) A Community Teacher (within school) role will be appointed to promote best teaching practice, in line with the challenges in the Community's shared achievement plan. Promotion of best teaching practice may include a focus on:
- collaborative inquiry,
  - expertise capacity building,
  - pedagogy / teaching practice,
  - community engagement,
  - transition support and
  - cultural competency.
- (d) Appointments of teachers (predominantly teaching at these year levels) to these roles will be made in accordance with the agreed selection process, agreed guidelines and criteria, including demonstrating how they will help to meet the agreed purpose / focus for the role within the Community.
- (e) The period of appointment to the role will be determined by the employing board based on the needs identified through the Community's shared achievement plan. The role can be appointed permanently.
- (f) Where the role is appointed on a fixed-term basis, the period of appointment may be for up to one year, taking account of the needs of the Community and the progress of planning and inquiry.
- (g) Where a role is transferred from another board, it may only be allocated for a fixed period of up to one school year.
- (h) As the role is intended to expand on career opportunities for classroom teachers to use and develop their professional leadership skills while remaining in the classroom, a teacher appointed to this role must maintain at minimum a 0.8 FTTE classroom teaching load.
- (i) The employing board will receive additional 0.08 FTTE staffing for the period of the appointment to enable the functions of the role to be fulfilled.

3.33.11 The following provisions apply where the person appointed to the role is, at the time of appointment, a teacher predominantly teaching years 7 to 13 classes:

- (a) Appointment criteria to the role of Community Teacher (within school) shall include:
- (i) a teacher appointed to the role may hold no more than two permanent units, while holding the role
  - (ii) a teacher cannot concurrently hold both the Specialist Teacher role and the Community Teacher (within school) role.
  - (iii) have current employment as a teacher within the Community
  - (iv) hold a current practising certificate
  - (v) have recent educational leadership experience relevant to the role
  - (vi) have met professional standards relevant to their current position.
- (b) Appointments of teachers (predominantly teaching at these year levels) to these roles will be made in accordance with the relevant sub clause below and are subject to the agreed selection process, criteria and guidelines:
- (i) where a board appoints three or more teachers predominantly teaching at these year levels to the Community Teacher (within school) role, each appointment to the role may be either permanent, or for a fixed term, in accordance with clause 2.2.2A, provided that fixed-term appointments will never make up more than 40% of these appointments;
  - (ii) where a board appoints fewer than three teachers predominantly teaching at these year levels to the Community Teacher (within school) role, the fixed-term allocation is to be determined by the employing board subject to clause 2.2.2A;
  - (iii) where any appointments are made to roles created by transferred entitlements from another or other school(s) within the Community, these shall be fixed-term not exceeding one year and shall not be counted towards the 40% limit outlined in clause 3.33.11 (b) (i) above.
- (c) where an appointment is made for a fixed-term under clause 3.33.11(b) (i) or (ii), the appointment shall be for the agreed purposes, including:
- (i) appointed to perform specific short term objectives decided by the Community; or
  - (ii) relieving for another teacher in a Community Teacher (within school) role who is on leave.

- (d) a full-time teacher appointed to the role shall maintain at minimum an average of sixteen (16) timetabled class-contact hours per week.
- (e) a part-time teacher appointed to the role shall maintain at minimum an average of twelve (12) timetabled class-contact hours per week.
- (f) The employing board shall receive 0.08 FTTE time allowance to enable the teacher to fulfil their function in the role.

## Part Four - Hours of Work

### 4.1 General

- 4.1.1 As well as the number of classes a teacher may be timetabled to teach, the hours of work of individual teachers are influenced by factors such as:
- (a) the preparation, evaluation and assessment time that may be generated by those classes and the students within them or by other requirements such as external examination prescriptions or the need to report on the progress of individual students;
  - (b) the counselling and pastoral needs of students;
  - (c) the administrative responsibilities of individual teachers either in respect of their curriculum or pastoral responsibilities or in respect of the general administration of the school; and
  - (d) the responsibilities of individual teachers arising from their appointment to a Community Teacher role;
  - (e) the extent to which individual teachers may participate in the extra-curricular programmes of the school.
- 4.1.2 For the foregoing reasons, the parties to this agreement further acknowledge and accept that the hours of opening of schools, the structure of the timetables and like matters are designed to meet the curriculum and pastoral needs of students and are determined within each school (according to well understood national guidelines or specific legal requirements).
- 4.1.3 The clauses which follow identify the guidelines and requirements upon which the decisions in individual schools are made.

### 4.2 Maximum Timetabled Classroom Teaching Time

- 4.2.1 The non-contact time allocations for full time teachers teaching across years 7-13 and the maximum timetabled classroom teaching time, are an acknowledgement of the importance to quality education of the duties other than classroom teaching (such as those referred to in clause 4.1.1(a to d) above) which teachers are required to undertake while schools are open for instruction. The parties are committed to the monitoring of the operation of these provisions  
Note: For the purposes of clauses 4.2.3 and 4.2.4 of this agreement, predominantly shall mean 80% or more of the teacher's weekly timetabled classroom teaching time.
- 4.2.2 Each employer must have a policy on timetabling, developed in consultation with its teaching staff. This policy shall incorporate:
- (a) the implementation and administration of the maximum timetabled classroom teaching provisions of clause 4.2.3 to clause 4.2.5 below;
  - (b) reference to other matters including class sizes and hours of duty outside of timetabled hours which impact on timetabling practices;
  - (c) a process to provide for circumstances where, for genuine reason during timetabling or at short notice, the maximum timetabled classroom teaching time described in clause 4.2.3 are exceeded.
- 4.2.3 Teachers predominantly teaching year 7-13 classes  
The following provisions apply to teachers who are timetabled to teach 80% or more of their teaching time in year 7-13 classes.
- (a) Full-time teachers shall, subject to clause 4.2.2 above, have a maximum of 20 hours of timetabled classroom teaching time per week. The maximum timetabled teaching time of 20 hours per week may be a combination of differing periods of time but may total no more than 20 hours.

- (b) Subject to clause 4.2.2, the maximum timetabled classroom teaching time of teachers who hold permanent units shall be reduced by the following
  - (i) one hour per week for holders of one permanent unit;
  - (ii) two hours per week for holders of two permanent units; and
  - (iii) three hours per week for holders of three or more permanent units.

For clarity, the teacher's maximum timetabled classroom teaching time under clause 4.2.3 (a) shall be further reduced by the amounts outlined in clause 4.2.3 (b) (i-iii). The employer may continue to provide for less timetabled classroom teaching time for senior management positions in accordance with school policies.

- (c) No part-time teacher predominantly teaching year 7-13 classes shall, subject to clause 4.2.2, be timetabled to teach more than the maximum timetabled classroom teaching time limits specified in clause 4.2.3(a) above as appropriate.
- (d) The maximum timetabled classroom teaching time of a part-time teacher appointed to a 0.72 or higher FTTE position shall be established in accordance with the table below:

FTTE	Maximum timetabled classroom teaching time
0.89	19.50
0.83 – 0.88	19.25
0.80 – 0.82	19.00
0.77 – 0.79	18.50
0.74 – 0.76	18.00
0.72 – 0.73	17.75
Less than 0.72	Actual hours

- (e) Nothing in clause 4.2.3 (c)-(d) shall operate to reduce current agreements around the proportion of a full-time position to which a part-time teacher is appointed. Fixed-term arrangements with respect to all or part of a part-time teacher's hours of work shall continue according to their current basis, including any agreement to revision of these hours.

#### 4.2.4 Teachers not predominantly teaching year 7-13 classes

The following provisions apply to teachers who are not timetabled to teach 80% or more of their teaching time teaching year 7 to 13 classes.

- (a) Full time teachers shall, subject to clause 4.2.2 above, have an average of 24 hours maximum timetabled classroom teaching time per week.
- (b) Teachers employed part time for 0.80 FTTE per week or more and who are not predominantly teaching year 7 to 13 classes shall have an average maximum timetabled classroom teaching time equivalent to 0.96 of the hours for which they are employed.
- (c) The maximum timetabled classroom teaching time referred to in subclauses (a) and (b) above may be averaged out on a per term per teacher basis in accordance with the maximum timetabled classroom teaching time policy formulated under clause 4.2.2.
- (d) Where possible, the school shall endeavour to reduce the maximum timetabled classroom teaching time of unit-holders or their equivalents where they are required to carry out specific management and/or additional responsibilities.

#### 4.2.5 The individual time allowances provided under clauses 2.10 and 2.11 of this agreement shall further reduce the maximum timetabled classroom teaching time per week applicable to individual teachers in accordance with clauses 4.2.3 and 4.2.4.

#### 4.2.6 Inquiry Time

A board in an approved Community will be entitled to allocate a number of hours of inquiry time in each school year which will be generated by the relevant Staffing Order. The board will determine the allocation of the inquiry time following consultation with its teaching staff and the person in the Community Leadership role.

#### 4.3 Definitions

##### 4.3.1 For the purposes of this clause, unless the context otherwise requires:

- (a) "Half day" (HD) shall have the meaning implied by its use in Part 7 of the Education Act 1989.
- (b) "Overtime" shall mean any timetabled teaching time in excess of two HD on any one day, or in excess of 10 HD in any one week, and shall include any timetabled teaching time scheduled on a Saturday or a Sunday except where the timetabled teaching time is correspondingly reduced, and any timetabled teaching time scheduled for any statutory or other full holiday specified in this agreement or during any vacation fixed in accordance with Part 7 of the Education Act 1989.
- (c) The term "teaching time" can include supervision, non-scheduled supervision time of students, teacher non-contact time, administrative duties or other directed or non-directed duties.

#### 4.4 Length of School Day

4.4.1 For each school the length of the "school day" shall be determined according to the requirement that students are normally required to be in attendance for two HD, one before noon, the other after noon.

4.4.2 The normal teaching load in respect of any one day is therefore related to that requirement and takes account of the normal timetabling practices of each school.

#### 4.5 Length of School Week

4.5.1 Except where interrupted by any public holiday or any other holiday allowed for in accordance with Part VII of the Education Act 1989 or by any provision in this agreement authorising the absence of teachers, the length of the school week for each school shall be determined according to the requirement that students are normally required to be in attendance for 10 HD on the days Monday to Friday inclusive.

4.5.2 The normal teaching load in respect of any one week is therefore related to that requirement.

4.5.3 As noted in subclause 4.2.1(b) of this agreement the 10 HD in any one week may include timetabled teaching time scheduled for a Saturday or a Sunday.

#### 4.6 Length of School Year

4.6.1 Except where reduced by any lawful decision of the employer to close the school to students, the length of the school year for each school shall be determined according to the requirement that schools are required to be open for at least 380 half days in any one calendar year.

4.6.2 The normal teaching load of teachers in respect of any one year is therefore related to that requirement.

#### 4.7 Division of Year into Terms and Holidays

4.7.1 For the purposes of organising their educational programmes it is noted that schools are permitted to divide the school year into teaching terms and holidays (vacations) in accordance with Part 7 of the Education Act 1989.

- 4.7.2 The employer may require teachers to attend school or elsewhere when the school is not open for instruction for up to five days or equivalent per annum for all or any of the following purposes – school administration, preparation and coordination, departmental and related activities and community, parent and whanau contact and liaison. The employer will endeavour to arrange matters at the school in such a way that any requirement under this section is not unreasonable and that teachers' individual needs are taken into account. Teachers' own initiatives in undertaking work for the above purposes shall be counted when applying this clause.
- 4.7.3 The employer may require teachers to participate in professional development opportunities at times when the school is not open for instruction provided that no teacher shall be required to attend for more than five days or equivalent per annum and provided also that the needs of the individual teacher are taken into account and the teacher's own initiatives in undertaking professional development during times when the school is not open for instruction are considered.
- 4.7.4 Where teachers are required to attend school or elsewhere when the school is not open for instruction pursuant to clause 4.7.2 and clause 4.7.3 above, they shall be reimbursed for any actual and reasonable costs incurred.

## Part Five – Leave

**Note 1** *The leave provisions set out in this Part of the agreement shall be applied in accordance with any administrative conditions that were in effect at the commencement of this agreement. Nothing in these provisions shall be read as extending any entitlement beyond that which existed at the commencement of this agreement except as may be expressly agreed to by the Secretary for Education after consultation with the unions.*

**Note 2** *The parties acknowledge that the leave provisions of this agreement (and their administration) operate to provide entitlements equal to, or in excess of, those provided under the Holidays Act 2003. To this extent the parties agree that current administrative practices will continue to operate and, for clarity, teachers will take their annual leave outside the gazetted term dates.*

### 5.1 Sick Leave

- 5.1.1 (a) A teacher who is granted leave due to sickness or injury not arising out of or in the course of the teacher's employment shall be entitled to sick leave on pay for a period or periods not exceeding the amounts set out in the table below.

Length of Service	Aggregate period for which sick leave on payment be granted during service
Up to 3 months	7 days
Over 3 months and up to 6 months	14 days
Over 6 months and up to 9 months	31 days
Over 9 months and up to 5 years	46 days
Over 5 years and up to 10 years	92 days
Over 10 years and up to 20 years	154 days
Over 20 years and up to 30 years	229 days
Over 30 years	306 days

- (b) The amount of sick leave available shall be the teacher's aggregated sick leave entitlement set out in the table above, less the total amount of sick leave with pay that the teacher has taken during their teaching service to date.
- (c) Notwithstanding clause 5.1.1(a) above, a short-term relieving teacher has a sick leave entitlement based on the aggregate of the service completed since the last date of permanent employment, where every 190 days or 950 hours of short-term relief service equals one year of sick leave service.
- (d) Where a teacher has exhausted their current entitlement set out in the table in clause 5.1.1(a);
- in each subsequent year the employer will allow the teacher to anticipate up to five days' paid sick leave.
  - in exceptional circumstances the employer may grant further anticipated sick leave with pay in excess of the entitlement set out in clause 5.1.1(a), provided that no extension may be granted beyond 306 days.
  - Any anticipated sick leave taken under (i) or (ii) above will be deducted from the teacher's next entitlement under clause 5.1.1(a) when the entitlement becomes due.
- (e) Where a teacher has exhausted their entitlement set out in the table in clause 5.1.1(a) and has no future entitlement under clause 5.1.1(a), the teacher shall be granted sick leave in accordance with the Holidays Act 2003.

#### 5.1.2 Service for sick leave purposes

- (a) The total period of the "length of service" which determines the teacher's sick leave entitlement outlined in clause 5.1.1(a) shall be the aggregate of employment as a teacher in:
- a New Zealand state or state integrated school;

- (ii) a New Zealand free kindergarten association, university, or polytechnic;
  - (iii) Fiji, Cook Islands, Tonga, Western Samoa or Niue.
- (b) The following teaching service is counted as full-time:
- (i) fulltime service;
  - (ii) permanent part-time service;
  - (iii) non permanent part-time service that consists of employment for 20 hours or more per week.
- (c) Non permanent part-time teaching service of less than 20 hours per week is assessed on the basis that 80 hours equals one month's service or 1000 hours equals one year's service.
- (d) Service in the New Zealand Public Service and/or Armed Forces may be converted to teaching sick leave entitlement on such terms as the Secretary for Education may agree. Deductions for sick leave taken from transferred New Zealand Public Service and/or Armed Forces service shall be converted to deductions from the teaching sick leave entitlement using the formula  $T/P*S=E$  where:
- T = Teachers' sick leave entitlement on years of service;
  - P = Public Servants' sick leave entitlement on years of service;
  - S = Sick Leave taken as a Public Servant;
  - E = Equivalent number of days of sick leave as if taken as a teacher.

**Note 1:** *For the calculation of a teacher's sick leave entitlement, the total period of a teacher's "length of service" will continue to include employment as a teacher by a former education board, a secondary school board, a private school which has become integrated, a community college, a technical institute, a teacher's college, the former Department of Education or an agricultural college.*

**Note 2:** *Service for sick leave purposes does not include:*

- *study time while a teacher is not employed in the education service, or when on leave without pay of more than 90 calendar days,*
- *teaching in private schools (except for teachers in private schools which become integrated),*
- *teaching overseas except in the Pacific countries listed in clause 5.1.2(a)iii above,*
- *trade service, or*
- *service as a member of the Armed Forces of another country.*

### 5.1.3 Granting sick leave

- (a) The employer shall grant sick leave on pay with the following conditions:
- (i) While a medical certificate will not normally be required for leave of up to five days, where it is considered warranted, an employer may require a teacher to produce a medical certificate or other evidence satisfactory to the employer.
  - (ii) For sick leave within three consecutive calendar days (whether or not the days would otherwise be working days for the teacher) the employer may inform the teacher that proof of sickness or injury is required and, if so, the employer will agree to meet the employee's reasonable expenses in obtaining the proof.
  - (iii) When a period of sick leave exceeds five school days a medical certificate from a registered medical or dental practitioner must be provided to the employer. If the teacher cannot obtain a medical or dental certificate other evidence satisfactory to the employer may be provided.
  - (iv) When a period of sick leave exceeds 14 days an employer may require the teacher to provide a medical certificate from a registered medical or dental practitioner stating the expected date the teacher will be able to return to work. The employer may require the teacher to provide further medical certificates should the sick leave continue beyond the expected date of return stated in this or subsequent medical certificates.
  - (v) When a period of sick leave exceeds 14 days the employer may require the teacher to obtain a second medical opinion from an independent registered medical or dental practitioner nominated by the employer and agreed to by the teacher provided that such agreement shall not be unreasonably withheld. The cost of a second medical opinion will be met by the employer.

#### 5.1.4 Deduction from sick leave entitlement

- (a) Full-time teachers will have sick leave deducted from the entitlement set out in clause 5.1.1(a) above as follows:
  - (i) where the period of absence does not exceed five consecutive school days the days of absence are deducted i.e. intervening Saturday or Sunday do not count as leave.
  - (ii) where the period of absence exceeds five consecutive school days the continuous days are deducted i.e. all intervening weekends count as leave.
  - (iii) public holidays and school vacations that fall during a period of paid sick leave do not count as leave.
- (b) Part-time teachers shall have each day of absence deducted as a full day from the entitlement in clause 5.1.1(a) above. The days to be deducted shall be only those days which would normally have been worked and shall not include any intervening free days except where the part-time teacher works on five days of the week when, as with full-time teachers, the intervening weekend days will be counted as sick leave.

#### 5.1.5 Teachers temporarily working reduced hours on account of sickness

- (a) The employer may allow at its discretion a teacher who has been on sick leave to return to duty on a reduced hours basis if the teacher's doctor so recommends and provides a medical clearance, and there would be no staffing or timetabling problems for the school. This arrangement should not, however, normally be allowed to continue for more than six weeks. The provisions (b) to (e) below will apply:
- (b) The daily hours not worked are to be aggregated and debited against sick leave on the basis of a five-hour day. For example, where a full-time teacher is present for:
  - (i) 20 timetabled hours in one week = 5 hours absent = 1 day sick leave debited
  - (ii) 17.5 timetabled hours in one week = 7.5 hours absent = 1.5 days sick leave debited.
- (c) Whole days or half-days of absence are to be debited as whole or half-days.
- (d) When the absence is on account of injury by accident and earnings-related compensation is payable to the teacher, normal pay is to continue and the Secretary for Education is to obtain reimbursement of earnings related compensation from the Accident Compensation Corporation in accordance with the usual procedures.
- (e) If the accident was work related there is no debit against sick leave entitlement. However, if the accident was non-work related, the sick leave entitlement is debited to the extent to which the salary payable for time actually worked plus the earnings-related compensation is made up to give normal full salary (provided, the teacher has a sick leave entitlement available).

#### 5.1.6 Disregarded Sick Leave

- (a) Disregarded sick leave not exceeding an overall aggregate of two years may be granted by the Secretary for Education where in the opinion of the Secretary one of the following conditions has been met:
  - (i) The sickness can be traced directly to the conditions or circumstances under which the teacher is working; or
  - (ii) The injury occurred in the discharge of the teacher's duties through no fault of the teacher; and where no payment has been made by the Accident Compensation Corporation; or
  - (iii) The teacher has contracted a notifiable disease which requires the teacher to be excluded from school for a period prescribed under Schedule 2 of the Health (Infectious and Notifiable Diseases) Regulations 1966 or for a period determined by a Medical Health Officer; or
  - (iv) The teacher has contracted hepatitis or tuberculosis, where the period of disregarded sick leave is the time that the teacher's treating registered medical practitioner decides is necessary for the teacher to remain away from school; or
  - (v) The absence was due to war injury or to war service.
- (b) Where the sick leave has been deducted for any period granted as disregarded sick leave under clause 5.1.6(a)(i) to clause 5.1.6(a)(v) above, the sick leave will be reinstated.
- (c) Disregarded sick leave is additional to any period of absence on account of sickness or injury to which the teacher is entitled with full salary in accordance with the scale set out in clause 5.1.1(a) above.

- (d) Fixed term or relieving teachers shall only be granted disregarded sick leave, as provided for in clause 5.1.6 (a) above, where they have been in continuous employment before the date of application.

#### 5.1.7 Holiday pay deductions

- (a) Holiday pay is not reduced for periods of sick leave with pay
- (b) When teachers have used their current sick leave entitlement holiday pay may be reduced for periods of sick leave without pay on the following conditions:
  - (i) No deduction is to be made from the holiday pay of teachers for periods of sick leave without pay for periods not exceeding 90 calendar days in any one school year.
  - (ii) Where the total amount of sick/accident leave without pay is in excess of 90 calendar days the deduction is based on the period subsequent to the initial 90 calendar days. The initial 90 calendar days are unaffected.
- (c) Teachers with a current sick leave entitlement who apply to receive sick leave without pay will have holiday pay reduced in proportion to the unpaid leave taken (as per clause 3.24.3) and should be advised of this when notified of the approval of sick leave without pay.
- (d) Clause 5.1.7(b) above will apply to all fixed term or relieving teachers who have completed at least 90 calendar days' continuous service.

## 5.2 Parental Provision

The provisions of the Parental Leave and Employment Protection Act 1987 shall apply, except in the case of superior provisions listed below.

### 5.2.1 Definitions

- (a) Birth in this section means the birth of a child whether live or still-born, within the meaning of the Births, Deaths and Marriages Act 1995.
- (b) Group 1 teachers are defined as teachers appointed to permanent positions and teachers appointed to advertised long-term relieving positions.

### 5.2.2 Maternity Leave - Group 1 Teachers

A Group 1 teacher who is pregnant is entitled to maternity leave without pay. Leave may commence at any time during the pregnancy subject to the teacher giving the employer one month's notice in writing, supported by a medical certificate. A shorter period of notice will be accepted on the recommendation of a medical practitioner:

- (a) A female teacher with 12 months or more service, as defined in the former Education (Salaries and Staffing) Regulations 1957 but excluding any periods of teachers' college or university training, shall be entitled to:
  - (i) 12 months maternity leave from the date of birth,
  - (ii) up to a further 12 months' maternity leave (bringing the total entitlement to a maximum of 24 months' continuous leave including leave taken prior to the birth of the teacher's child) subject to notifying their employer in writing of their intention to take this leave within nine (9) months from the date of commencing maternity leave under clause 5.2.2(a)(i)
  - (iii) The total amount of leave taken shall be at the election of the teacher.
- (b) A female teacher with less than 12 months' service shall be entitled to six months' leave from the date of birth and may be granted up to six months' additional leave at the discretion of the employer.
- (c) A female teacher intending to legally adopt a child under the age of 12 months shall, subject to satisfactory evidence, be entitled to maternity leave from the date of assuming responsibility for the child as if subparagraph (a) or (b) above applied. The requirement of one month's notice does not apply.

- 5.2.3 The teacher's position shall be held open, subject to the surplus staffing provisions of clause 2.13 of this agreement, for the duration of maternity leave. If a relieving teacher is employed it will be a condition of the relieving appointment that it will be terminated by the employer concerned within one month from the date that the permanent incumbent gives notice of intention to return to work early. A teacher must give her employer at least one month's notice if it is her intention to return to work before maternity leave expires. This provision shall not apply in the case of a woman who has had a miscarriage or a stillborn child. In such cases the teacher may elect to return to work immediately.  
*Note: Employment as a long term reliever covering a teacher on maternity leave does not generate an entitlement to permanency in the event that the teacher on leave resigns.*
- 5.2.4 A teacher intending to resign because of pregnancy must be advised of her right to take maternity leave.
- 5.2.5 Maternity grant
- (a) A maternity grant shall be payable to female teachers in Group 1 on production of the birth certificate or evidence of an approved adoption placement, whether she is granted maternity leave without pay or resigns because of pregnancy or adoption placement.
  - (b) This grant shall be equivalent to six (6) weeks' full salary at the rate applicable at the date of birth (or placement in the case of adoption) to the position from which she was granted leave or resigned.
  - (c) A maternity grant may be payable to relieving teachers in such terms as the Secretary for Education may approve.
- 5.2.6 Sick leave during pregnancy  
Periods of illness due to pregnancy prior to the birth may be charged against the teacher's sick leave entitlement. Normal rules for sick leave with regard to production of a medical certificate apply. Once the teacher has commenced parental leave, any day(s) of sickness must be leave without pay and in no circumstances may a teacher have an absence during or following the birth of the child credited against her sick leave entitlement.
- 5.2.7 Leave to attend partner at birth of their child.  
Permanently appointed teachers will be granted two (2) days' paid leave to attend their partner at the birth of their child. Reasonable notice must be provided to the employer before and at the time of the teacher taking leave.
- 5.3 Bereavement/Tangihanga Leave for Death in New Zealand or Overseas
- 5.3.1 Teachers shall be granted leave with pay to allow a reasonable opportunity to discharge their obligations and/or to pay their respects to a deceased person with whom they have had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a tangihanga (or its equivalent).
- 5.3.2 In granting time off, and for how long, the following points must be taken into account:
- (a) The closeness of the association between the teacher and the deceased;  
*(NOTE: This association need not be a blood relationship.)*
  - (b) Whether the teacher has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
  - (c) The amount of time needed to discharge properly any responsibilities or obligations;
  - (d) Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
  - (e) A decision must be made as quickly as possible so that the teacher is given the maximum time possible to make any arrangements necessary. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary;
  - (f) If paid special leave is not appropriate then leave without pay should be granted.

- (g) If a bereavement occurs while a teacher is absent on annual leave, sick leave with pay, or other special leave with pay, such leave may be interrupted and bereavement leave granted in terms of clauses 5.3.1 and 5.3.2 above. This provision will not apply if the teacher is on leave without pay.

### 5.3 Ngā Whakarite Tuku Tangihanga Mō te mate i roto o Aotearoa, ki tāwāhi rānei

- 5.3.1 Ka taea te tuku i tētahi kaiako me te utu anō hoki, kia wātea ki te whakarite i ngā āhuatanga ki te whakatakoto i tōna aroha rānei ki tētahi tupapaku, i tino tata atu mōhiotia hoki e ia. Tērā pea nōna ake, he whanaunga tonu rānei, i raro i ngā āhuatanga a iwi rānei kia tae atu ki tētahi wāhanga, ki te katoa rānei o te wā o te tangihanga, hura kōhatu, ētahi atu tikanga a rite rānei.
- 5.3.2 Nō reira mo tēnei tu ahua tuku, me te roa o te tuku kia wātea, me whai i ngā āhuatanga e whai ake nei:
- (a) Te tata atu o te kaiako ki te tupapaku (kia mōhiotia: tēnei tata e kī ana me toto tonu nōu);
  - (b) Mehemea he wāhanga nui tā te kaimahi ki te whakahaere, kāore rānei, i ngā whakariterite mo te tangihanga;
  - (c) Te wā tuku kia wātea e hiahia ana, mo ēnei whakahaere, whakariterite hei mahi māna;
  - (d) Me whakaaetia tētahi wā e tika ana mo te haere atu hoki mai, ēngari mēnā he haere ki tāwāhi kāore pea e whakaritea mo te katoa o te haere, hoki mai anō hoki;
  - (e) Kia tere tonu te whakatau i te tonu kia tere ai te wātea o te kaiako ki te whakariterite i ngā mea katoa e pā ana ki a ia. I te nuinga o ēnei tū āhuatanga ka hoatu tonutia te whakaae, ēngari i ētahi wā, kua tae kua hoki mai kē te kaimahi ki te tangihanga, i mua o te hoatutanga i te whakaae mēnā e tika ana;
  - (f) Mehemea kāore e tika ana kia whiwhi i tēnei tuku whakawātea me te utu hoki, tērā pea ka whakaaetia kia tangohia atu i o whakawātea (hararei) a tau, whakawātea mo te kore utu rānei, engari koinei te mutunga.
  - (g) Mehemea ka pā mai he aituā ki tētahi kaiako i te wā o tāna whakawātea a tau, o tāna whakawātea a turoro (me te utu), o ētahi atu whakawātea hirahira (me te utu) rānei, ka taea te whakatārewa i taua whakawātea, kia pai ai te tuku whakawātea tangihanga ki a ia i raro o te ture. I runga ake nei (5.3.1 me 5.3.2). Kāore tēnei whakaarotanga e tukuna mehemea kāore te kaiako i te utua mō te wā whakawātea.

### 5.4 Hui Leave

- 5.4.1 Teacher Development - Bilingual Class - All teachers in bilingual classes may be entitled to one (1) day's paid leave per year to attend district, regional or national hui on bilingual education.
- 5.4.2 Ngā whakataetae mo ngā kapa haka kura tuarua - There is a national entitlement of fourteen (14) teacher relief days to run the contests, together with a national travel provision of \$204.00.
- 5.4.3 Travelling time may be allowed in terms of clause 5.8 of the agreement.

### 5.5 Leave for Family Reasons

- 5.5.1 (a) A teacher may be granted leave for family reasons subject to meeting the requirements as provided for in clauses 5.5.2 - 5.5.5 below.
- (b) Definition - For the purposes of clause 5.5, the terms “near relative” and “near relative-in-law” mean the teacher's:
- Grandparents
  - Father-In-Law
  - Sons-In-Law
  - Grandchildren
  - Mother-In-Law
  - Daughters-In-Law
- The terms do not exist beyond those degrees of relationship.

#### 5.5.2 Serious illness

- (a) A teacher may be granted leave with pay on account of serious accident or a crisis in a severe illness of a:
  - (i) partner, child, parent, brother, or sister - two days;
  - (ii) a near relative, near relative-in-law or a member of the teacher's family - one day.
- (b) The maximum period of leave on full pay that may be granted for this purpose, including travelling time, is seven days.

#### 5.5.3 Leave for sickness in the home

- (a) The employer may grant a teacher leave with pay as a charge against the teacher's sick leave entitlement when the teacher must be absent from work to care for a person who is sick or injured and who depends on the teacher for care.
- (b) Approval is not to be given for absences during or in connection with the birth of a teacher's child. Such situations should be covered by leave granted under clauses 5.2.6, 5.2.7 or 5.8.

#### 5.5.4 Recurring serious illness

When a teacher applies for several periods of leave because of recurring illness in the family, the employer has the discretion as to how many times leave with pay is granted in the same school year, having regard for the welfare of the school or class concerned.

*Note: The production of a medical certificate or other evidence of illness may be required in the case of leave granted in terms of clauses 5.5.2, 5.5.3 and 5.5.4.*

#### 5.5.5 Important family and other occasions

A teacher may be granted one day's paid leave per year plus travelling time in terms of clause 5.8 below for the following occasions. Relieving teachers may be granted leave for important family and other occasions as for permanent teachers, provided that in the case of marriage leave for their own wedding their absence does not require the employment of other relieving teachers.

- (a) Their own wedding or that of their child, a sibling, parent, grandchild or grandparent;
- (b) Their parents' golden or diamond wedding anniversary;
- (c) Their own ordination, vice-regal investiture, admission to the bar or capping or that of their spouse, child, sibling or parent;
- (d) Attendance at court for an adoption order;
- (e) Rosh Hashonah and Yom Kippur for teachers of the Jewish faith.

#### 5.6 Special Leave

5.6.1 Special leave of absence with or without pay may be granted to a teacher subject to meeting the requirements as provided for in clauses 5.6.2 - 5.6.10 below. Unless stated otherwise, the special leave provisions apply to full-time permanent and long-term relieving teachers.

#### 5.6.2 Court proceedings

Except when teachers are pursuing their own interests or where answering charges against themselves, the employer will grant leave with pay when a teacher is required by subpoena to attend court proceedings as a witness or to serve on a jury; provided that where fees for service are paid, these fees shall be repaid to the employer for repayment to the Public Account.

#### 5.6.3 Candidates in General Elections

The provisions of the Electoral Act 1993 and its amendments shall apply.

#### 5.6.4 Sports leave

Where such leave is approved by the employer, teachers are entitled to leave with pay for overseas sports tours, interprovincial fixtures, national championships and international competition within New Zealand subject to the following maxima per any 12-month period:

- (a) overseas tours - up to four weeks;
- (b) interprovincial fixtures and national championships - up to six weeks;

- (c) international competition within New Zealand - one day for assembly and training, plus two days travelling time, plus the day or days of the fixture.

#### 5.6.5 Cultural Leave

Where such leave is approved by the employer, teachers participating in recognised cultural activities within New Zealand or outside New Zealand are entitled to leave with pay on the same conditions as for sports leave.

#### 5.6.6 Study Leave

- (a) Teachers who apply for and may be awarded study leave as part of the
  - (i) five full time equivalent study leave positions or
  - (ii) two full time equivalent study leave positions for pursuing studies in te reo Māori or Māori immersion learning available nationally each year to area schools shall be granted leave on pay for the period of the study.
- (b) Employers may approve leave without pay for pre-examination study and leave on pay for time spent sitting examinations, plus necessary travelling time.
- (c) The employer may grant leave on pay to teachers who are awarded scholarships and fellowships for the duration of the agreement, plus reasonable travelling time.

**Note:** A teacher in receipt of the allowance for the Community Teacher (across community) role shall not be eligible to take up a Study Leave award. For clarity the teacher may apply for an award in the last year of their appointment to the role provided, if granted, the entitlement is not taken up until after the conclusion of the fixed-term appointment.

#### 5.6.7 Meetings of statutory and local authorities

- (a) Teachers may be granted, by the employer, leave with pay plus necessary travelling time to attend meetings of statutory, local Māori and other authorities (or in other circumstances leave without pay may be granted to attend such meetings).
- (b) For the purposes of clause 5.6.7(a) the following are recognised Māori authorities/organisations:
  - (i) New Zealand Māori Council;
  - (ii) Māori Women's Welfare League;
  - (iii) Tribal Trust Boards;
  - (iv) Iwi authorities;
  - (v) Runanga-A-Iwi.

#### 5.6.8 Miscellaneous Leave

Leave with or without pay may be granted for the following purposes subject to the criteria set out below being met.

- (a) Where a teacher is prevented from travelling from their home to work because of an emergency situation outside of the control of the teacher (up to seven (7) days leave with pay may be granted) provided that this provision is for emergencies only. Approval shall not be given where the teacher has advance notice or in circumstances where the teacher could be reasonably expected to have foreseen the situation arising. Where practicable the teacher is to inform the school of the reasons for the absence and is required to return to duty as soon as possible. Full details of the case shall be submitted.
- (b) Search and rescue. Where a teacher is a member of an authorised search and rescue organisation and is requested by a responsible authority to take part in a search and rescue operation (leave with pay). Written evidence of the teacher's participation in the search from the appropriate authority mentioned above is to be submitted to the employer.
- (c) Outward Bound. Teachers selected for Outward Bound courses should, if possible, take the course during the long vacation. Where there are overlaps with term time and the employer supports the teacher's attendance, leave with pay up to one week may be granted.
- (d) Where a teacher is participating in an overseas tour by a school party approved by the employer (leave with or without pay for the duration of the tour).

- (e) Rotary Group Exchange Tours
  - (i) A teacher selected to go on a Rotary group study exchange tour may, provided that they spend one full week of the tour on studies directly related to their position and, on their return produce a full report of these studies, be granted one week's leave on full pay. All applications for this leave must be approved by the employer. In no circumstances shall leave with pay be granted in excess of one week.
  - (ii) Leave with pay shall not be granted for Rotoract study tours.

#### 5.6.9 Study Support Grant

- (a) Twelve area school study support grants per annum shall be available nationally to fully registered teachers who are permanently appointed.
- (b) Teachers who are awarded one of the 12 area school study support grants shall be entitled to a time allowance of 0.16 FTTE (equivalent to four hours per week). The time allowance shall be provided to the school as additional staffing entitlement.
- (c) Each recipient of the area school study support grant shall be entitled to reimbursement of up to \$500 towards their course fees on completion of the course.

*Note: The parties may agree to review and amend the application process and criteria for the area school study support grants from time to time.*

#### 5.6.10 Sabbatical Leave Awards

- (a) 12 sabbatical leave awards per annum shall be available nationally for full-time registered teachers.
- (b) Sabbatical leave is of ten weeks duration and is paid at the teacher's normal salary.

*Note: A teacher in receipt of the allowance for the Community Teacher (across community) role may apply for a Sabbatical Leave Award to be taken up while they hold that role provided that any application has the support of their employing board which shall consider the needs of the wider Community.*

### 5.7 Refreshment Leave

5.7.1 Full-time registered teachers who have attained the Experienced Classroom Teacher level of the Professional Standards shall be entitled (subject to clause 5.7.2) to take unpaid refreshment leave of one school term after three years in the school or up to one school year after five years in the school. When a period of refreshment leave has been taken, a further period of qualifying service in the school, from the date of return from leave, is required before the teacher may be considered for further refreshment leave.

5.7.2 The ability to take up the entitlement to refreshment leave in clause 5.7.1 is subject to:

- (a) The teacher providing reasonable notice to the employer of their intention to take refreshment leave; and
- (b) The employer's ability to find a suitable reliever to fill the vacancy created by the teacher taking the leave. A suitable reliever is a teacher who will be able, to the satisfaction of the employer, to relieve in the school during the period of the teacher's leave. The employer shall use reasonable endeavours to find a suitable reliever. Reasonable endeavours in this context means accessing the usual pool of relievers, advertising locally if necessary, and does not mean advertising regionally or nationally, except as required in this agreement. It does not require the employer to place more than one advertisement; and
- (c) The teacher not being subject to current competence or disciplinary processes under this agreement or previous agreement or employment contract at the time that leave is sought; and

- (d) The maximum number of teachers who can be on refreshment leave at any one time in a school is calculated as follows:

Number of teachers in the school (FTTE)	Maximum number of teachers who may be on refreshment leave at any one time
Up to 7 teachers	One teacher on leave
8 to 15 teachers	Two teachers on leave
16 to 21 teachers	Three teachers on leave
22 or more teachers	Four teachers on leave

- (e) Where more than the number of teachers, provided for in clause 5.7.2(d), within a school apply for refreshment leave, the priority will be given to those with the greatest length of service in the school.
- (f) A teacher in receipt of the allowance for the Community Teacher (across community) role may apply for refreshment leave to be taken up while they hold that role provided the duration of the leave is no more than one term and that any application for the leave has the support of their employing board which shall consider the needs of the wider Community.

**Note:** A teacher in receipt of the allowance for the Community Teacher (across community) role may apply in their last year of tenure in the role for their full entitlement to refreshment leave which is to be taken in the following school year.

5.7.3 Time off on refreshment leave will count as service for the purpose of salary increments, long service and severance calculations. It will not count for the purposes of sick leave or holiday pay calculations or for entitlement to public holidays.

5.7.4 Teachers on refreshment leave of greater than one term who are eligible for an annual increment during the period of their leave shall not require attestation for that increment providing their previous two attestations were satisfactory.

5.7.5 A teacher may not take up a teaching position in another state or integrated school while on refreshment leave. This restriction does not preclude a teacher on refreshment leave agreeing to undertake occasional day-relief duties.

**Note:** *The qualifying periods set out in clause 5.7.1 for refreshment leave relate solely to this provision and do not apply to any other forms of leave.*

## 5.8 Other Forms of Leave

5.8.1 Nothing in this agreement limits the facility for teachers to apply to the employer for leave with or without pay in any circumstance specified or not.

## 5.9 Travelling Time for Leave Purposes

5.9.1 Where specifically approved in this agreement, travelling time with pay for a period up to seven days (exclusive of public holidays) may be granted subject to the following conditions:

- (a) Leave for travelling can only be granted if the teacher is required to travel when the school is open;
- (b) The quickest and most direct means of travel shall be used;
- (c) No travelling time is granted for a journey that is preceded by leave without pay or for a return journey that is followed by a period of leave without pay.

## 5.10 Leave Records

5.10.1 Leave records for teachers should clearly indicate all sick leave, leave without pay, periods of special leave and periods during which accident compensation may be granted.

## Part Six - Travelling Allowances, Reimbursements and Expenses

- 6.0 On production of receipts, the employer shall reimburse the following expenses (outlined in clauses 6.1 to 6.9) which have been incurred in carrying out the employee's official responsibilities and duties; provided that:
- (a) the employee had prior approval for the activity; and
  - (b) the employer had, before approving any activity which required the payment or reimbursement of expenses, ensured that such payment or reimbursement complied with any administrative arrangements applying to the school.
- 6.1 **Travelling Expenses**
- 6.1.1 A teacher required to travel within New Zealand on official business shall be paid, on application, (whether by public transport or, with the prior approval of the Board, the use of the teacher's own vehicle) a travelling allowance as follows:
- (a) accommodation: reimbursement of accommodation costs on an actual and reasonable basis;
  - (b) meals: reimbursement of meal costs on an actual and reasonable basis;
  - (c) incidentals: incidentals allowance, as specified in Appendix 1 for each 24 hour period and additional part thereof spent travelling.
- 6.1.2 When the teacher leaves and returns to the teacher's school on the same day, travelling allowance is not payable. Actual and reasonable expenses are payable instead and the incidentals allowance is not payable in these circumstances.
- 6.2 **Meal Allowance**
- 6.2.1 Any teacher is entitled to the meal allowance at the rate specified in Appendix 1 when:
- (a) absence from the teacher's school over the lunch-break is not a common occurrence, and warning was not given on the previous working day that the employee would be required to be absent from the school over the lunch-break;
  - (b) the teacher finds it necessary (while absent from school) to lunch with a school business associate;
  - (c) by reason of attention to official duties, a teacher's return to the school at the end of the day is delayed unduly;
  - (d) a teacher's attendance at the school or elsewhere at the request of the principal prevents the teacher returning home for an evening meal.
- 6.3 **School Camp Allowance**
- 6.3.1 Teachers are entitled to the School Camp Allowance specified in Appendix 1 when supervising the students attending a school camp or school trip for more than one complete day.
- 6.4 **Use of Private Vehicles for Official Business**
- 6.4.1
- (a) Where any teacher is required by the employer to use her/his own vehicle for official business the teacher is entitled to the motor vehicle allowance at the rate specified in Appendix 1 or equivalent public transport fares where applicable.
  - (b) Where the teacher is attending a school camp and providing the official emergency vehicle or an authorised substitute, the teacher is entitled to the motor vehicle allowance at the rate specified in Appendix 1.
- 6.4.2 A motor vehicle allowance shall be paid to itinerant teachers within the limits of the annual grant provided to the board of trustees for this purpose.

## 6.5 Meetings and Courses

- 6.5.1 (a) Where any teacher is selected to attend official in-service or retraining courses, or with the approval of the employer selected to attend other courses related to their work, or is required to attend school educational and sports tours, (provided the tour lasts more than 24 hours) or to attend meetings or engagements required by the employer, the teacher is entitled to actual and reasonable travel and accommodation expenses, and where applicable, the incidentals allowance.
- (b) Any teacher required to attend post-entry specialist courses is entitled to:
- (i) the expenses and allowances payable in terms of the Removal Expenses section of this agreement in relation to the move to the training course centre;
  - (ii) expenses at the end of the year and for return home during term vacations if the teacher has not shifted to the course location;
  - (iii) travelling and accommodation expenses while on section;
  - (iv) reimbursement of course expenses actually incurred and field trips as approved.

## 6.6 Subscription to Professional Association

- 6.6.1 Teachers shall be reimbursed the cost of a subscription to a professional association where membership is required as a condition of employment.

## 6.7 Allowances for Relieving Teachers

- 6.7.1 Relieving teachers in short-term positions may be granted assistance towards their daily travelling expenses to and from school as follows:
- (a) If public transport is not available, the teacher shall be paid a transport allowance at a rate specified in Appendix 1 for the distance involved less the first twenty kilometres each day; or
  - (b) If public transport is available, the cost of fares for the full distance involved shall be refunded to the teacher except when the Principal or head teacher of the school deems public transport to be unsuitable or the employer requires the teacher to travel by private vehicle, in which cases a transport allowance shall be paid to the teacher in accordance with (a) above of this subclause.
- 6.7.2 The transport allowance shall not be paid to relieving teachers who, at the commencement of their employment are requested to work for a period longer than one term.
- 6.7.3 A relieving teacher required to use a private vehicle to place their child in childcare may be paid, on application, a transport allowance if no suitable public transport is available.

## 6.8 Boarding Allowance

- 6.8.1 A relieving teacher when required to live away from the normal place of residence to undertake the relieving shall be paid a boarding allowance or travelling expenses as specified in Appendix 1.

## 6.9 Tea Allowance

- 6.9.1 A tea allowance is payable at a rate, which must not exceed the rate specified in Appendix 1, proportionately to take account, at least nominally, of school vacations and other paid leave of absence, to teachers who do not already receive free morning and afternoon tea.

## 6.10 Miscellaneous Expenses

- 6.10.1 Teachers are entitled to be reimbursed the following expenses:
- (a) When applicants are invited for interview on the initiative of an employer in connection with teaching appointments, actual and reasonable expenses are payable by the employer party concerned;

- (b) Principals elect of new schools may, when necessary, have travelling expenses paid for travel to the new school while still holding the old position;
- (c) Actual and reasonable travelling and accommodation expenses are payable to teacher-librarians who are entitled to leave on full pay to attend the New Zealand Library Association Conference;
- (d) Teachers in divided schools who are required to visit side schools, attached classes and departments which are at a distance from the main school are entitled to receive:
  - (i) A refund of actual and reasonable travelling expenses; or
  - (ii) A motor vehicle allowance where there is no suitable public transport.

## 6.11 Reimbursement of Study Fees for Specialist Teachers

- 6.11.1 Each teacher upon their first appointment as a Specialist Teacher (ST) shall have an entitlement to a reimbursement of fees for study towards relevant post graduate qualifications up to a maximum of \$1,000 for each of two years (these years do not have to be consecutive provided that the teacher remains appointed as a ST). Where no appropriate post-graduate qualification is available a relevant course of study may be substituted.

## Part Seven - Removal Expenses

### 7.1 Removals to and from Area Schools

- (a) Full removal expenses provisions shall be paid to teachers on taking up permanent positions in an area school subject to the completion of two years' continuous service in a permanent position in an area school, and on moving out of an area school to another permanent position in the education service.
- (b) Where a teacher is entitled to removal expense provisions to or from an area school and also promotion or first permanent appointment, removal expenses are paid under the area school provisions and the other entitlements are absorbed.
- (c) Where a teacher is entitled to removal expense provisions both to and from an area school in the course of one move, only one entitlement under the Area School provisions may be claimed and any other entitlement is absorbed.
- (d) Where a teacher requires the transfer of effects and transit insurance, the teacher must use the provider contracted by the Ministry of Education.

### 7.2 Eligibility

7.2.1 A teacher who holds a permanent position is eligible for removal expenses in the following circumstances. Teachers appointed to long term relieving positions of one year or more can apply to the Ministry of Education for consideration of their case for removal expenses. Where a teacher requires the transfer of effects and transit insurance the teacher must use the provider contracted by the Ministry of Education.

- (a) Appointment on promotion  
Promotion is defined as an appointment to a position carrying a higher maximum salary or more permanent units or a position which carries more status and responsibility but is equal or lower in salary.
- (b) Appointment to a permanent position in or shifting from a staffing incentive school provided that:
  - (i) a teacher must have completed three years continuous service in a staffing incentive school or continuous service in more than one (1) staffing incentive school totalling three (3) years;
  - (ii) if the school loses its staffing incentive status during the period of the teacher's employment the entitlement to removal expenses on appointment out of the school is still valid as long as the teacher fulfils the three years service requirement.
- (c) Protected country service  
Those teachers who held an entitlement to removal from a country service school when the former country service provisions were replaced by the staffing incentive package, preserve that entitlement and retain it for their next position in the education service.
- (d) First permanent appointment non-staffing incentive school  
Where the first permanent appointment of a teacher involves a shift to another housing district and the teacher is resident in New Zealand at the time of appointment:
  - (i) The cost of surface fares for the teacher and family/dependants, or if public transport is not available, half the appropriate motor vehicle allowance rate to the nearest point of public transport;
  - (ii) The cost of removal of furniture and effects;
  - (iii) When a teacher sells a house and buys another within one year of first appointment, actual legal expenses of up to \$1000.
- (e) Teachers returning from sponsored schemes overseas  
A teacher returning to a New Zealand appointment following service overseas as part of a government to government contract is eligible for removal expenses incurred within New Zealand.
- (f) Trainees on long-term specialist courses of at least one academic year's duration:
  - (i) A teacher who has been granted leave by his/her board of trustees and has to move to attend an approved long-term specialist course;
  - (ii) A teacher moving to her/his first permanent appointment after the course is completed.

(g) Miscellaneous

- (i) Where, as a result of an earthquake, fire, flood or other natural disaster, the Minister of Education directs the closure of a school, any teacher appointed to another school or position may be paid actual and reasonable transfer expenses to the new position. A teacher who is obliged to live away from home while holding a temporary position may be paid actual and reasonable expenses.

### 7.3 Entitlement

7.3.1 Teachers eligible for removal expenses under clause 7.1 of this part are entitled to the following expenses, grants and allowances as appropriate as specified in Appendix 2:

- (a) Travel expenses;
- (b) Accommodation expenses;
- (c) Rent subsidy;
- (d) Furniture removal;
- (e) Legal fees and land agent's commission;
- (f) Penalty mortgage repayment charges;
- (g) Transfer grant;
- (h) Leave and expenses for a teacher separated from her/his usual family/dependants to visit them, including to assist with their transfer to the new location;
- (i) Expenses for an employee with a family/dependants to inspect prospective accommodation in the new location;
- (j) Telephone reconnection charges.

7.3.2 The Ministry of Education provides a lump sum payment to cover the travel expenses, accommodation expenses, transfer grant and telephone reconnection charges outlined above. However, this does not prevent a teacher from choosing (as an alternative to the lump sum payment) to claim entitlements as specified and based on itemised receipts.

**Note:** *These provisions shall be applied in accordance with any administrative conditions that were in effect at the commencement of this agreement. Nothing in these provisions shall be read as extending any entitlement beyond that which existed at the commencement of this agreement except as may be expressly agreed to by the Secretary for Education after consultation with the Union.*

## Part Eight – Employment Relationship Problem Resolution Provisions

Personal grievances and disputes shall be addressed in accordance with the provisions of Part 9 of the Employment Relations Act 2000.

### 8.1 Employment Relationship Problem Resolution Services

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 NZEI Te Riu Roa or PPTA Te Wehengarua 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 Ministry of Business, Innovation & Employment 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 Ministry of Business, Innovation and Employment provides:

### An information service

This is free. It is available by contacting the Ministry of Business, Innovation and Employment or by phoning toll free 0800 209020. The Ministry's Employment Relations Service's internet address is <http://employment.govt.nz/er/>.

### Mediation Service

The Mediation Service is a free and independent service available through the Ministry of Business, Innovation and Employment. 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.*

## 8.2 Personal Grievance

Sections 103 to 110 are reproduced below from Part 9 of the Employment Relations Act 2000.

### 103 Personal Grievance

- (1) For the purposes of this Act, personal grievance means any grievance that an employee may have against the employee's employer or former employer because of a claim-
  - (a) that the employee has been unjustifiably dismissed; or

- (b) that the employee's employment, or 1 or more conditions of the employee's employment (including any condition that survives termination of the employment), is or are or was (during employment that has since been terminated) affected to the employee's disadvantage by some unjustifiable action by the employer; or
  - (c) that the employee has been discriminated against in the employee's employment; or
  - (d) that the employee has been sexually harassed in the employee's employment; or
  - (e) that the employee has been racially harassed in the employee's employment; or
  - (f) that the employee has been subject to duress in the employee's employment in relation to membership or non-membership of a union or employees organisation; or
  - (g) that the employee's employer has failed to comply with a requirement of Part 6A; or
  - (h) [*Repealed*].
- (2) For the purposes of this Part, a representative, in relation to an employer and in relation to an alleged personal grievance, means a person-
- (a) who is employed by that employer; and
  - (b) who either-
    - (i) has authority over the employee alleging the grievance; or
    - (ii) is in a position of authority over other employees in the workplace of the employee alleging the grievance.
- (3) In subsection (1)(b), unjustifiable action by the employer does not include an action deriving solely from the interpretation, application, or operation, or disputed interpretation, application, or operation, of any provision of any employment agreement.

#### 103A Test of justification

- (1) For the purposes of section 103(1)(a) and (b), the question of whether a dismissal or an action was justifiable must be determined, on an objective basis, by applying the test in subsection (2).
- (2) The test is whether the employer's actions, and how the employer acted, were what a fair and reasonable employer could have done in all the circumstances at the time the dismissal or action occurred.
- (3) In applying the test in subsection (2), the Authority or the court must consider—
- (a) whether, having regard to the resources available to the employer, the employer sufficiently investigated the allegations against the employee before dismissing or taking action against the employee; and
  - (b) whether the employer raised the concerns that the employer had with the employee before dismissing or taking action against the employee; and
  - (c) whether the employer gave the employee a reasonable opportunity to respond to the employer's concerns before dismissing or taking action against the employee; and
  - (d) whether the employer genuinely considered the employee's explanation (if any) in relation to the allegations against the employee before dismissing or taking action against the employee.
- (4) In addition to the factors described in subsection (3), the Authority or the court may consider any other factors it thinks appropriate.
- (5) The Authority or the court must not determine a dismissal or an action to be unjustifiable under this section solely because of defects in the process followed by the employer if the defects were—
- (a) minor; and
  - (b) did not result in the employee being treated unfairly.

## 104 Discrimination

- (1) For the purposes of section 103(1)(c), an employee is **discriminated against in that employee's employment** if the employee's employer or a representative of that employer, by reason directly or indirectly of any of the prohibited grounds of discrimination specified in section 105, or by reason directly or indirectly of that employee's refusal to do work under section 28A of the Health and Safety in Employment Act 1992, or involvement in the activities of a union in terms of section 107,-
  - (a) refuses or omits to offer or afford to that employee the same terms of employment, conditions of work, fringe benefits, or opportunities for training, promotion, and transfer as are made available for other employees of the same or substantially similar qualifications, experience, or skills employed in the same or substantially similar circumstances; or
  - (b) dismisses that employee or subjects that employee to any detriment, in circumstances in which other employees employed by that employer on work of that description are not or would not be dismissed or subjected to such detriment; or
  - (c) retires that employee, or requires or causes that employee to retire or resign.
- (2) For the purposes of this section, detriment includes anything that has a detrimental effect on the employee's employment, job performance, or job satisfaction.
- (3) This section is subject to the exceptions set out in section 106.

## 105 Prohibited grounds of discrimination for purposes of section 104

- (1) The prohibited grounds of discrimination referred to in section 104 are the prohibited grounds of discrimination set out in section 21(1) of the Human Rights Act 1993, namely-
  - (a) sex:
  - (b) marital status:
  - (c) religious belief:
  - (d) ethical belief:
  - (e) colour:
  - (f) race:
  - (g) ethnic or national origins:
  - (h) disability:
  - (i) age:
  - (j) political opinion:
  - (k) employment status:
  - (l) family status:
  - (m) sexual orientation.
- (2) The items listed in subsection (1) have the meanings (if any) given to them by section 21(1) of the Human Rights Act 1993.

## 106 Exceptions in relation to discrimination

- (1) Section 104 must be read subject to the following provisions of the Human Rights Act 1993 dealing with exceptions in relation to employment matters:
  - (a) section 24 (which provides for an exception in relation to crews of ships and aircraft):
  - (b) section 25 (which provides for an exception in relation to work involving national security):
  - (c) section 26 (which provides for an exception in relation to work performed outside New Zealand):
  - (d) section 27 (which provides for exceptions in relation to authenticity and privacy):
  - (e) section 28 (which provides for exceptions for purposes of religion):
  - (f) section 29 (which provides for exceptions in relation to disability):
  - (g) section 30 (which provides for exceptions in relation to age):

- (h) section 31 (which provides for exception in relation to employment of a political nature):
  - (i) section 32 (which provides for an exception in relation to family status):
  - (j) *[Repealed]*
  - (k) section 34 (which relates to regular forces and Police):
  - (l) section 35 (which provides a general qualification on exceptions):
  - (m) section 70 (which relates to superannuation schemes).
- (2) For the purposes of subsection (1), sections 24 to 35 of the Human Rights Act 1993 must be read as if they referred to section 104 of this Act, rather than to section 22 of that Act. In particular, -
- (a) references in sections 24 to 29, 31 and 32 of that Act to section 22 of that Act must be read as if they were references to section 104(1) ; and
  - (b) references in section 30 or section 34 of that Act –
    - (i) to section 22(1)(a) or 22(1)(b) of that Act must be read as if they were references to section 104(1)(a) ; and
    - (ii) to section 22(1)(c) of that Act must be read as if they were references to section 104(1)(b) ; and
    - (iii) to section 22(1)(d) of that Act must be read as if they were references to section 104(1)(c) .
- (3) Nothing in section 104 includes discrimination-
- (a) anything done or omitted for any of the reasons set out in paragraph (a) or paragraph (b) of section 73(1) of the Human Rights Act 1993 (which relate to measures to ensure equality); or
  - (b) preferential treatment granted by reason of any of the reasons set out in paragraph (a) or paragraph (b) of section 74 of the Human Rights Act 1993 (which relate to pregnancy, childbirth, or family responsibilities); or
  - (c) retiring an employee or requiring or causing an employee to retire at a particular age that has effect by virtue of section 149(2) of the Human Rights Act 1993 (which is a savings provision in relation to retirement ages specified in certain employment contracts).

#### 107 Definition of involvement in activities of union for purposes of section 104

- (1) For the purposes of section 104, involvement in the activities of a union means that, within 12 months before the action complained of, the employee-
- (a) was an officer of a union or part of a union, or was a member of the committee of management of a union or part of a union, or was otherwise an official or representative of a union or part of a union; or
  - (b) had acted as a negotiator or representative of employees in collective bargaining; or
  - (ba) had participated in a strike lawfully; or
  - (c) was involved in the formation or the proposed formation of a union; or
  - (d) had made or caused to be made a claim for some benefit of an employment agreement either for that employee or any other employee, or had supported any such claim, whether by giving evidence or otherwise; or
  - (e) had submitted another personal grievance to that employee's employer; or
  - (f) had been allocated, had applied to take, or had taken any employment relations education leave under this Act; or
  - (g) was a delegate of other employees in dealing with the employer on matters relating to the employment of those employees.
- (2) An employee who is representing employees under the Health and Safety in Employment Act 1992, whether as a health and safety representative or a site health and safety representative (as those terms are defined in that Act) or otherwise, is to be treated as if he or she were a delegate of other employees for the purposes of subsection (1)(g).

## 108 Sexual harassment

- (1) For the purposes of sections 103(1)(d) and 123(d), an employee is sexually harassed in that employee's employment if that employee's employer or a representative of that employer-
- (a) directly or indirectly makes a request of that employee for sexual intercourse, sexual contact, or other form of sexual activity that contains-
    - (i) an implied or overt promise of preferential treatment in that employee's employment; or
    - (ii) an implied or overt threat of detrimental treatment in that employee's employment; or
    - (iii) an implied or overt threat about the present or future employment status of that employee; or
  - (b) by:
    - (i) the use of language (whether written or spoken) of a sexual nature; or
    - (ii) the use of visual material of a sexual nature; or
    - (iii) physical behaviour of a sexual nature,-  
directly or indirectly subjects the employee to behaviour that is unwelcome or offensive to that employee (whether or not that is conveyed to the employer or representative) and that, either by its nature or through repetition, has a detrimental effect on that employee's employment, job performance, or job satisfaction.
- (2) For the purposes of sections 103(1)(d) and 123(d), an employee is also sexually harassed in that employee's employment (whether by a co-employee or by a client or customer of the employer), if the circumstances described in section 117 have occurred.

## 109 Racial harassment

- (1) For the purposes of sections 103(1)(e) and 123(d), an employee is racially harassed in the employee's employment if the employee's employer or a representative of that employer uses language (whether written or spoken), or visual material, or physical behaviour that directly or indirectly-
- (a) expresses hostility against, or brings into contempt or ridicule, the employee on the ground of the race, colour, or ethnic or national origins of the employee; and
  - (b) is hurtful or offensive to the employee (whether or not that is conveyed to the employer or representative); and
  - (c) has, either by its nature or through repetition, a detrimental effect on the employee's employment, job performance, or job satisfaction.

## 110 Duress

- (1) For the purposes of section 103(1)(f), an employee is subject to duress in that employee's employment in relation to membership or non-membership of a union or employees organisation if that employee's employer or a representative of that employer directly or indirectly-
- (a) makes membership of a union or employees organisation or of a particular union or employees organisation a condition to be fulfilled if that employee wishes to retain that employee's employment; or
  - (b) makes non-membership of a union or employees organisation or of a particular union or employees organisation a condition to be fulfilled if that employee wishes to retain that employee's employment; or
  - (c) exerts undue influence on that employee, or offers, or threatens to withhold or does withhold, any incentive or advantage to or from that employee, or threatens to or does impose any disadvantage on that employee, with intent to induce that employee-
    - (i) to become or remain a member of a union or employees organisation or a particular union or employees organisation; or

- (ii) to cease to be a member of a union or employees organisation or a particular union or employees organisation; or
  - (iii) not to become a member of a union or employees organisation or a particular union or employees organisation; or
  - (iv) in the case of an employee who is authorised to act on behalf of employees, not to act on their behalf or to cease to act on their behalf; or
  - (v) on account of the fact that the employee is, or, as the case may be, is not, a member of a union or employees organisation or of a particular union or employees organisation, to resign from or leave any employment; or
  - (vi) to participate in the formation of a union or employees organisation; or
  - (vii) not to participate in the formation of a union or employees organisation.
- (2) In this section and in section 103(1)(f), **employees organisation** means any group, society, association, or other collection of employees other than a union, however described and whether incorporated or not, that exists in whole or in part to further the employment interests of the employees belonging to it.

These provisions are contained in Part 9 of the Employment Relations Act 2000 and can be accessed through the following link:

<http://www.legislation.govt.nz/act/public/2000/0024/latest/DLM60316.html>.

## Part Nine - Union Matters

### 9.1 Right of Access

- 9.1.1 Subject to the Employment Relations Act 2000 the Secretary or other authorised officer of the unions shall, be entitled to enter at all reasonable times upon the premises for the purposes related to the employment of its members or for purposes related to the union's business or both. The Secretary or other authorised officer shall enter at a reasonable time and in a reasonable way and comply with existing health and safety procedures and requirements applying in respect of the school.

### 9.2 Union Deductions

- 9.2.1 In accordance with authorities signed by individual teachers, the employer shall arrange for the deduction of the Association/Institute subscription then applying and remit the sum so deducted to the union.
- 9.2.2 The commission payable by the Association/Institute shall be 2.5% (two and one half per cent) of the aggregate sum of the amount so deducted.

### 9.3 Paid Union Meetings [s.26 Employment Relations Act 2000]

- 9.3.1 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.
- 9.3.2 The union must give the employer at least 14 days' notice of the date and time of any union meeting to be held.
- 9.3.3 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.
- 9.3.4 Work must resume as soon as practicable after the meeting, but the employer is not obliged to pay any union member for a period longer than two hours in respect of any meeting.
- 9.3.5 An employer must allow a union member employed by the employer to attend a union meeting under clause 9.3.1 on ordinary pay to the extent that the employee would otherwise be working for the employer during the meeting.
- 9.3.6 For the purposes of clause 9.3.5 the union must:
- (i) supply to the employer a list of members who attended the union meeting; and
  - (ii) advise the employer of the duration of the meeting.

### 9.4 Employment Relations Education Leave

- 9.4.1 Attention is drawn to Part 7 of the Employment Relations Act 2000 which provides that eligible employees may take paid employment relations education leave to undertake approved courses in employment relations education if the Association and/or Institute allocates employment relations education leave to them. Employment relations education leave can only be used for education of a type that is approved by the Minister of Labour for the purpose of improving relationships between unions, employees and employers.

## Part Ten - Health and Safety

### 10.1 General

- 10.1.1 The parties recognise the importance of ensuring good and safe working conditions for health and safety in the workplace and that it is a mutual obligation of the employer and employees to achieve this through a participative approach.
- 10.1.2 To this end, the employers and employees attention is drawn to the Health and Safety at Work Act 2015. This and other legislation, relevant codes of practice and guidelines are the reference points for gaining a common understanding of what those obligations are, what will assist in meeting those mutual obligations and also in promoting best practice.
- 10.1.3 Where a teacher's health and safety is shown to be at risk in the carrying out of her/his duties the employer shall take all reasonable steps as are necessary to remove or minimise the identified risk for the teacher and if appropriate, to do so in consultation with the relevant health and safety authorities.

### 10.2 Protective Clothing

- 10.2.1 Where the nature of a teacher's work in science laboratories and workshops is considered to be more than normally destructive to clothing, suitable protective clothing shall be issued.
- 10.2.2 Protective clothing may be issued on a permanent basis or on temporary loan as is decided by the employer.
- 10.2.3 Protective clothing issued on temporary loan shall be laundered at the employer's expense.

### 10.3 Safety Glasses

- 10.3.1 Where a teacher is considered to be working in an "eye danger" area, the teacher shall receive a personal issue of standard neutral safety glasses which shall remain the property of the employer.
- 10.3.2 Where a teacher who ordinarily wears optical glasses at work is engaged on work in an "eye danger" area, the teacher shall be supplied for the time engaged on such work, with specially hardened neutral "clip-on" type safety glasses to be worn over normal glasses. Such "clip-on" glasses shall remain the property of the employer.

## Appendix 1 – Travelling Allowances

- 1.1 Incidentals Allowance - \$7.14 per day.
- 1.2 Meal Allowance - \$15.00.
- 1.3 School Camp Allowance - \$25.00 per day.
- 1.4 Tea Allowance - \$50.43 per annum.
- 1.5 Motor Vehicle Allowance for Use of Vehicles on Official Business - 62 cents per km.
- 1.6 Motor Cycle, Motor Scooters, Mopeds and Power Cycles - 20 cents per km.
- 1.7 Transport Allowance for Relieving Teachers
  - (a) Motorcars - 36.36 cents a kilometre
  - (b) Motorcycles, Motor Scooters, Mopeds and Power Cycles- 15.30 cents a kilometre
- 1.8 Boarding allowance - \$260 per annum.
- 1.9 Travelling Allowance Meal Rate - reimbursement of meal costs on an actual and reasonable basis.
- 1.10 Accommodation Allowance - reimbursement of accommodation on an actual and reasonable basis.

## Appendix 2 – Removal Expenses

### 2.1 Travel Expenses

#### 2.1.1 The following travel expenses are refundable:

- (a) Transport costs of teacher and family/dependants by the cheapest suitable public transport available;
- (b) Taxi fares to and from transport;
- (c) Cost of meals on route;
- (d) Cost of overnight board if stopover unavoidable;
- (e) When travelling by own transport, payment of motor vehicle allowance rates as follows:

Motorcar	39 cents per km
Motorcycle	21 cents per km;
- (f) Equivalent surface fare for a member of the teacher's family or a dependant driving a second car or motorcycle which is part of the household effects to the new location provided that the fare would otherwise have been paid under this agreement.

### 2.2 Accommodation Expenses

- #### 2.2.1
- (a) Accommodation expenses shall be paid from the time of moving from the former location until permanent accommodation is obtained in the new location.
  - (b) When moving, personal expenses are allowable to cover meals, accommodation, and such other expenses as the employer may approve, for the teacher and any family/dependants as follows:
    - (i) From the commencement of the journey, up to two days if necessary;
    - (ii) On arrival at destination, up to seven days if necessary.
  - (c) When approval has been given for a teacher and any family/dependants to board either together or in different localities, and a home is no longer being maintained at the former location, assistance may be granted in accordance with the following provisions:
    - (i) In the first instance, a refund of personal expenses as set out in clause 2.2.1(b) above; amount by which actual and reasonable board and lodging expenses exceed 45% of gross remuneration. "Gross remuneration" means classified salary plus any allowance in the nature of salary. This is calculated on the consecutive day basis;
    - (ii) If the teacher and any family/dependants stay at a motel and they purchase and prepare food, a rent subsidy may be paid. When meals must be taken in a restaurant, payment of the amount by which the total of rent and meals exceeds 45% of gross salary may be paid. The total cost is not to exceed scale relieving allowance rate.
  - (d) When maintaining home at former location  
A teacher on transfer who is required to maintain the home at the former location for any family/dependants until suitable housing is obtained in the new location, shall be granted an accommodation allowance as follows:
    - (i) for the first month, up to a maximum of the rate of the travelling allowance as set down in Appendix 1;
    - (ii) for the second month, up to a maximum of two thirds of the rate of the travelling allowance as set down in Appendix 1;
    - (iii) for the third month, up to a maximum of one-third of the rate of the travelling allowance as set down in Appendix 1;
    - (iv) teachers staying at a motel and preparing their own meals may be paid an assessed amount for food not exceeding one quarter of the scale relieving allowance rate, plus motel charges. The total cost is not to exceed scale relieving allowance rate;
    - (v) the incidentals allowance shall also be paid to cover incidental expenses not otherwise recoverable. The allowances commence on and from the day the teacher arrives at the new location;
    - (vi) when the teacher finally obtains suitable accommodation in the new location and any family/dependants move, the assistance set out in clause 2.2.1(b) is granted.

- (e) Rent subsidy
  - (i) Assistance with rental accommodation may be considered on the merits of each case if a teacher on transfer is experiencing difficulty in finding permanent housing.
  - (ii) The subsidy will be granted only in respect of a short-term tenancy at a rental which is higher than the teacher could normally be expected to afford. The amount of the subsidy will be the excess of the rental over one-sixth of the teacher's gross salary. The period of subsidy is limited to three months. In exceptional cases the Secretary for Education may approve an extension to six months.
  - (iii) Furniture storage charges may be met while the teacher is on a rent subsidy.
  - (iv) Outgoings on former home  
If the teacher is occupying temporary accommodation at the new location (and the teacher receives a rent subsidy), pending the sale of the former home and the purchase of another, then interest, rates, and insurance on the former home shall be taken into account while it remains unsold and unoccupied. In these circumstances, the outgoings on the teacher's house may be added to the rent of the temporary house, and the subsidy calculated on the combined total. Only mortgage interest may be included, not principal repayments, and this will usually require inquiry, as outgoings quoted by claimants almost always include instalments of principal.
  - (v) If a teacher is required to rent a house at the new location before liability for rent at the previous location has ceased, resulting in the payment of double rent, a rent subsidy equal to the lower of the two rents may be paid.

## 2.3 Furniture Removal

- 2.3.1 Packing, transporting and unpacking and insurance of the teacher's household effects will be undertaken by a provider contracted to the Ministry for the transfer of teachers' effects and transit insurance.

## 2.4 Amount of Refund

- 2.4.1 Where a teacher qualifies for an accommodation allowance or rent subsidy, this will include the provision of storage and insurance. Reimbursement will be made for the cost of inter-island transport and marine insurance for up to two vehicles and one towed vehicle.

## 2.5 Reserved

## 2.6 Legal Fees and Land Agent's Commission

- 2.6.1 Teachers with an entitlement to removal expenses shall be reimbursed for legal fees and land agent's commission provided that when a teacher sells a house at the former location and buys another at the new location within two years of the date of the new appointment, or sells at the former location and builds and takes occupation of a house at the new location within two years of the date of the new appointment, actual aggregated expenses for legal fees and land agent's commission combined up to \$11,000 maximum shall be paid.
  - (a) Legal fees  
The refund of legal fees shall be either:
    - (i) when a teacher sells a house at the former location within two years of the date of the new appointment, but does not buy another, actual expenses up to \$950; or
    - (ii) when a teacher buys or builds a house at the new location within two years of the date of the new appointment without having sold a house at the former location, provided it is not the first time the teacher has owned a house, actual expenses up to \$4000 maximum.
  - (b) Land agent's commission  
When a teacher sells a house at the former location within two years of the date of the new appointment but does not purchase or build another house at the new location within the two-year period, actual expenses up to \$6,300.

- (c) Two-year limitation  
Normally all transactions (selling, buying or building) must be completed within two years of the date of transfer to qualify for a refund of expenses.
- (d) Sale of home prior to appointment in another position  
Where teachers anticipate securing a position where full removal expenses are payable, and sell their home before this actually occurs, the teacher will be eligible for a refund of legal and land agent's fees. This is subject to a two year limitation period as in clause 2.6.1(c) above commencing from the date of the sale of the house. The refund of land agent's and legal fees will not be made until and unless the teacher wins and takes up another position.
- (e) Purchase and sale of land  
A refund of legal fees and land agent's commission will be made as follows:
  - (i) When a teacher has previously owned a house or land and purchases land following transfer to another locality with the intention of building a house for the teacher's own use and transfers again before the house is built, assistance is granted towards the cost of legal expenses and land agent's commission in the purchase and sale of the land up to \$3,800.
  - (ii) When a house or land has not been owned previously and a teacher subsequently purchases land at one locality and transfers again before building, assistance will be granted towards the cost of legal expenses up to \$500 and land agent's commission up to \$2,000 in the sale of the land as follows:

*Note 1* Sale of land in a previous locality must be effected within two years of transferring to a new location.

*Note 2* Purchase of land must have been effected not more than two years after the previous transfer and not more than two years before the subsequent transfer.

2.6.2 Penalty charges which may arise because of the termination of a mortgage before the completion of the term of the loan will be refunded up to a maximum of \$2,400.

## 2.7 Transfer Grant

2.7.1 A teacher who is entitled to removal expenses and required to shift household shall be paid a transfer grant of:

- (a) \$1,000 where a teacher:
  - (i) purchases own accommodation; or
  - (ii) moves into pool housing; or
  - (iii) rents or leases private accommodation.
- (b) \$300 for each dependant who is attending a secondary/intermediate school prior to the date of transfer, who attends another secondary or intermediate school after the transfer and for whom a different uniform is required to be purchased because of a change of school.

## 2.8 Leave to Remove Family/Dependants and Effects

2.8.1 The following provisions apply when a teacher has left the family/dependants at the former location pending the finding of suitable housing:

- (a) Special leave on pay may be granted by the Secretary for Education to permit the teacher to return to the former centre to assist with the transfer of family/dependants and effects;
- (b) The teacher will only be entitled to claim motor vehicle allowance or equivalent fares, whichever is less; otherwise normal public transport is to be used.
- (c) A refund of actual and reasonable expenses may be approved.

## 2.9 Payment of Expenses to Visit Prospective Accommodation

2.9.1 A teacher may claim expenses in connection with a visit to inspect prospective accommodation.

## 2.10 Telephone reconnection charges

2.10.1 Telephone reconnection charges for one installation shall be refunded when a teacher has transferred and is eligible for transfer expenses.

*Note: (1) Receipts should be produced when claiming removal expenses.*

*Note: (2) These provisions shall be applied in accordance with any administrative conditions that were in effect at the commencement of this agreement. Nothing in these provisions shall be read as extending any entitlement beyond that which existed at the commencement of this agreement except as may be expressly agreed to by the Secretary for Education after consultation with the Union.*

### Appendix 3 – Relevant specialist Level 7 qualifications and other qualification matters

Teachers who hold a bachelor degree together with a recognised teaching qualification (e.g. Diploma of Teaching), or a degree conjointly completed with a bachelor degree of teaching, or an honours degree of teaching, or a Diploma of Teaching together with an Advanced Diploma of Teaching together with a level 7, 120 credit relevant specialist diploma, or a bachelor degree of teaching together with a level 7, 120 credit relevant specialist diploma will access the H3+ salary group.

A “bachelor degree together with a recognised teaching qualification” in the H3+ definition includes the four year conjoint Bachelor of Education programme.

The two new categories added to H3+ namely “a Diploma of Teaching together with an Advanced Diploma of Teaching together with a level 7, 120 credit relevant specialist diploma, or a bachelor degree of teaching together with a level 7, 120 credit relevant specialist diploma” are for teachers who can demonstrate that the two qualifications have been completed separately and without any cross – credits or recognition of prior learning being awarded between the two.

#### Requirement for relevant, specialist, Level 7 (120 Credit) Diplomas

Relevant qualifications will include the graduate and postgraduate diplomas contained on the New Zealand Register of Quality Assured Qualifications (Register), and in the fields of:

- Science
- Arts e.g History
- Mathematics
- Commerce
- Computing and technology
- Education technology
- Information and communication technology
- Educational management and leadership
- Communication and media
- Language teaching
- Counselling
- Educational studies
- Special needs resource
- Literacy
- Fine Arts
- Arts and crafts
- Māori development
- Te Reo and/or Tikanga
- Music
- Visual Arts
- Performing Arts
- TESOL
- Psychology
- Physiotherapy
- Occupational therapy
- Child advocacy
- Plus any other relevant specialist 120 credit level 7 or higher qualification listed on the register

Plus any other diploma or qualification that the parties agree to from time to time.

The most common diplomas currently accepted include:

- Diploma of Educating Students with Special Needs
- Diploma in Educating Students with Hearing Impairment
- Diploma in Educating Deaf Children
- Diploma in Teaching People with Disabilities

- Diploma in Special Education
- Diploma in Information Studies
- Diploma in Information Technology
- Post graduate Diploma in Education (Studies)
- Diploma in Education Management
- Diploma in Educational Administration
- National Diploma in TESOL

#### **Massey University Conjoint Bachelor of Teaching**

Those teachers who completed the conjoint B Ed programme at Massey University (based on its original content and through the original provider) prior to the end of 2006 shall have H3+ salary status.

## Appendix 4 – Staffing mergers

### 4.1 Operation of staffing merger processes

4.1.1 The purpose of these provisions is to:

- (a) Provide a staffing-merger process that facilitates a fair and orderly transition;
- (b) Ensure an appropriate management structure is in place to enable the merged school to function efficiently and effectively;
- (c) Ensure continuity of curriculum delivery at the merging schools prior to merger;
- (d) Ensure that as many teachers as possible currently employed are re-assigned or re-confirmed to positions in the process of merger;
- (e) Ensure the curriculum, management and pastoral needs of the merged school are met.

4.1.2 Except as provided below, the staffing merger process outlined in this Appendix shall be followed from the date of the Gazetting of the merger.

4.1.3 The term 'merging schools' includes the merging school(s) before the date of merger; 'merged school' is the continuing school from the date of merger.

4.1.4 A merger committee will be established to implement the processes in this Appendix.

### 4.2 Staffing needs analysis

4.2.1 Actual vacancies that appear at the school from the Gazetting of the date of merger shall be filled with temporary appointments, except that if curriculum delivery is threatened, the employer may determine, in consultation with the Ministry of Education, that any such position may be made permanent, subject to any staffing limitations.

4.2.2 Throughout the staffing merger process the employer shall attempt to meet any reduction required by the use of attrition. Attrition is the non-replacement of employees who die, retire, resign, or transfer.

4.2.3 The merger committee, in consultation with the nominee(s) of the Executive of the Association and the Institute respectively, shall work to document:

- (a) An analysis of the current staffing usage at the affected schools; and
- (b) A teacher/subject analysis. This will include subjects taught at each year level over recent years; and
- (c) An analysis of the likely curriculum, pastoral, and management positions of the merged school.

4.2.4 As a result of this process, draft staffing schedules shall be developed and made available to each employee, and to the nominee(s) of the Executive of the Association and the Institute respectively, for comment and feedback to the representative of the employer.

4.2.5 No less than five (5) working days will be made available for this feedback to occur before any further step is taken, unless otherwise agreed.

4.2.6 If there are alterations to these drafts, the amended versions shall also be made available for a further three (3) working days.

### 4.3 Expressions of interest

4.3.1 When the new staffing structure is announced, the employer shall invite all teachers to express a preference (or preferences) in writing, for a teaching position (or positions) at the merged school.

4.3.2 Teachers shall have at least one calendar week's notice of the closing date for expressions of interest in the position(s) at the merged school.

#### 4.4 Voluntary Options

- 4.4.1 Following the publication of the staffing schedules, the employer boards shall seek written expressions of interest in the following voluntary options, as detailed in clause 2.13.4 of this agreement:
- (a) supernumerary employment of 40 (forty) school weeks at the merged school (see clause 2.13.4(1));
  - (b) supernumerary employment of 40 (forty) school weeks in another school (see clause 2.13.4(1));
  - (c) retraining (see clause 2.13.4(2)) ;
  - (d) severance (see clause 2.13.4(3));
  - (e) long-service payment (see clause 2.13.4(4)).
- 4.4.2 Teachers may continue to volunteer for the options without prejudice or withdraw from them at any point in the staffing merger process, providing the employer has not already accepted the offer in writing.
- 4.4.3 The employer shall not be bound to agree to any voluntary offer. The employer's decision shall be final.

#### 4.5 Staffing Merger

- 4.5.1 For the purpose of the clauses below:
- (a) 'Reconfirmation' shall mean the process whereby teachers without permanent units are transferred to suitable positions at the merged school. A suitable position is one which has similar duties and/or for which the applicant is appropriately qualified and experienced or could become so with reasonable access to re-training.
  - (b) 'Reassignment' shall mean the process that applies to functionally-equivalent positions.
  - (c) 'Functionally equivalent' shall mean positions in middle or senior management which are generally similar in role, duties and status and which require similar qualifications, training, skills and experience but may have different titles and unit allocation.  
*Note: Middle management positions may include positions without units but which have subject responsibilities attached. Such positions may be referred by titles such as 'Teacher in Charge of a subject'.*
  - (d) Merit means the most suitable person and primarily includes assessment of qualifications, training, skills and experience.

#### 4.6 Re-assignment to Functionally Equivalent Positions

- 4.6.1 If a teacher expresses a preference for a position that is determined to be the functional equivalent of his/her current position, and s/he is the only suitably qualified and experienced teacher for that position, s/he shall be reassigned to that position, subject to the provisions in this section.
- 4.6.2 Teachers may be reassigned to the teacher's preferred position or to a position for which they are appropriately qualified and experienced.
- 4.6.3 Where there are more teachers in positions that are functionally equivalent, than there are such positions at the merged school, the employer shall seek internal applications for the position(s) from those teachers and shall reassign the most suitable candidate(s) based upon merit.
- 4.6.4 The number of units (or, where applicable, the number of middle management allowances) held by an employee shall not give a greater or lesser entitlement to a functionally equivalent position at the merged school.
- 4.6.5 A teacher who is reassigned to a position with fewer permanent units shall be reminded of the options available in clause 4.4.1 of this Appendix.
- 4.6.6 Teachers who are not reassigned to a functionally-equivalent position at the merged school may, subject to clause 4.7 below, be reconfirmed in a teaching position.

#### 4.7 Reconfirmation

4.7.1 The employer shall reconfirm (as defined in clause 4.5.1 above) employees to suitable positions at the merged school. Reconfirmation may be to a teacher's preferred position or to a position for which they are appropriately qualified and experienced.

4.7.2 Where there are two or more teachers eligible for re-confirmation to a single position, the employer shall reconfirm the most suitable candidate(s) based upon merit.

4.7.3 Teachers who are not reconfirmed in a position in which they have expressed interest at the merged school may be reconfirmed in any vacant teaching position at the merged school for which they are suitable, or could become suitable with access to re-training.

*Note: Trained permanent employees in their first year shall be reconfirmed or reassigned and may not volunteer for the options.*

#### 4.8 Unfilled Positions

4.8.1 Where positions are created at the merged school that have no direct equivalent in the merging schools, such position(s) shall be advertised nationally in the Education Gazette and existing teachers may apply for them. Selection shall be on merit with no automatic right to such positions.

4.8.2 Actual vacancies at the merged school that remain unfilled after the completion of the processes for reconfirmation and reassignment shall be advertised nationally in the Education Gazette. Selection shall be on merit with no automatic right to such positions.

#### 4.9 Notice and Disestablishment of positions

4.9.1 The employer shall give notice of all positions that are to be disestablished at least two months prior to the date of disestablishment.

4.9.2 Subject to clause 4.9.3 below, the positions of permanently appointed teachers who are not reconfirmed or reassigned to positions in the merged school through the operation of sections 4.6-4.7 of this Appendix shall be disestablished on the last day of the school year in which the merger is Gazetted.

4.9.3 If, as a consequence of exceptional administrative delays, the notice of disestablishment has been issued after 27 November in the year of the Gazetting of the merger, then the date of disestablishment shall be two months from the date that the notice was issued.

4.9.4 Teachers whose positions are to be disestablished, and who have not already identified voluntary options, must be offered the options identified in clause 4.4.1 of this Appendix at least two months before their positions are disestablished.

4.9.5 If, during the two-month notice period, a suitable permanent position arises at the merged school the employee may seek reassignment or reconfirmation to that position and if suitably qualified and experienced he/she shall be reassigned or reconfirmed in that position.

4.9.6 The provisions of clause 2.13.4 of this agreement shall apply from the date of disestablishment.

4.9.7 If no option has been selected by the effective date of disestablishment, the teacher will be deemed to have supernumerary status in the merged school.

- 4.9.8 Upon termination of the supernumerary period, teachers who complete their supernumerary employment of 40 school weeks at the merged school and have yet to secure a permanent position in another state or state-integrated school, will retain an entitlement to removal expenses as per clause 7.3 and Appendix 2 of this agreement for a period of 12 months from the cessation of their supernumerary employment. This entitlement will cease on permanent appointment to another teaching position in a state school.
- 4.9.9 A permanent part-time teacher who is offered a position with reduced hours at the merged school may either elect:
- (a) that the position has been disestablished and the provisions of clause 4.4 shall apply; or
  - (b) to accept the position with reduced hours, in which case from the date of disestablishment the employee shall be timetabled for the reduced number of hours but for a period of forty school weeks shall continue to be paid for the number of hours which applied to the original position.
- 4.9.10 A permanent part-time teacher who elects the option in clause 4.9.9(b) shall receive an allowance calculated as the difference between their fortnightly salary in the new position accepted by the teacher and their fortnightly salary based on the number of hours which applied to the original permanent position. Where the teacher's hours are increased during any one fortnight, the value of the allowance in that fortnight shall be abated accordingly. The value of the allowance shall not increase where the teacher works reduced hours in the new position in any one fortnight. The teacher shall receive the allowance over the number of weeks of entitlement set out in clause 4.9.9(b).
- 4.10 Units**
- 4.10.1 All holders of permanent units who are reconfirmed or reassigned to positions at the merged school which are reduced in status as a result of the application of these provisions shall have salary protection for one year from the establishment of the merged school.
- 4.10.2 Fixed-term units already allocated to teachers prior to the official date of merger shall continue until the agreed expiry date of those units where the employee is reconfirmed or reassigned at the merged school.
- 4.10.3 At the beginning of the new school year, the employer shall under clause 3.3.1 of this agreement, following consultation with the teaching staff, determine the use of any unallocated units subject to clause 4.10.2 above.

## Appendix 5 – Surplus Staffing Procedures

- 5.1 Where a school is required to reduce staffing or alter the status of positions, because of the operation of clause 2.13 of this agreement, the following procedures will apply:
- (a) The employer shall inform employees of the number of full time teaching equivalent (FTTE) positions to be disestablished and the number of positions to which units are allocated to be altered in status.
  - (b) The employer shall attempt to meet any reduction required by the use of attrition. Attrition is the non-replacement of employees who die, retire, resign, transfer or are promoted. The employer will adopt a policy of reviewing vacancies when staff surpluses are expected to arise whereupon a partial or complete freeze will be placed on recruiting new permanent employees and/or promotions.
- 5.2 Where the reduction in staffing or alterations in status of positions cannot be fully met by attrition, the following voluntary options, as defined in clause 2.13.3, will be made available to employees:
- (a) Supernumerary employment;
  - (b) Retraining;
  - (c) Long service payment;
- provided that the employer shall not be bound to agree to any voluntary offer. The employer's decision shall be final. In the case of employees who are job sharing, this clause will only apply where both employees volunteer for the options.
- 5.3 Where the staffing reductions or alterations in status cannot be fully met by using attrition and voluntary options, the remaining reductions or alterations shall be made in accordance with the following:
- (a) A detailed analysis of the school's current curriculum and pastoral needs and of the projected needs for the following year will be carried out after consultation with employees. The completed analysis will be made available to employees and the unions.
  - (b) The employer, after consultation with a nominee of the National Executives of the unions, will identify the basic scale teaching positions to be disestablished in accordance with the following guidelines in the order stated:
    - (i) the curriculum balance within the school and pastoral care considerations;
    - (ii) essential course requirements;
    - (iii) roll movement patterns;
    - (iv) the tenure of the position(s) being considered; and
    - (v) the duration of service in the school of employees holding any positions being considered.

*Note: Trained beginning employees in their first year have absolute protection and their positions cannot be considered for disestablishment.*
  - (c) Any employee whose position is disestablished as a result of the operation of clause 5.3 above shall have available the following options, as defined in clause 2.13.3 of this agreement:
    - (i) Supernumerary employment;
    - (ii) Retraining;
    - (iii) Severance Payment;
    - (iv) Long Service Payment.
  - (d) The employer, after consultation with a nominee of the National Executives of the unions, will identify the positions to which units are allocated to be altered in status in accordance with the following guidelines in the order stated:
    - (i) the balance of the distribution of the units within the school and will take cognisance of the administrative, curricular and pastoral needs of the school;
    - (ii) duration of service in the school of employees holding any position being considered.
  - (e) An employee whose position is reduced in status shall have available the period of salary protection set out in clause 2.13.5(b) of the agreement.
  - (f) A judgement of whether the employee is competent to teach is not one of the criteria for selection and should not be a consideration for disestablishment. Matters of competence shall be dealt with in terms of clause 2.3 of this agreement.

- 5.4 An employee whose position is to be disestablished or reduced in status shall be:
- (a) notified of the change at least two (2) months before the effective date of disestablishment or reduction;
  - (b) In the case of employees whose position is to be disestablished, notified of the options available in clause 2.13.3 and Appendix 5 of this agreement; or
  - (c) In the case of employees whose position is to be reduced in status, notified of the options available in clause 2.13.5 and Appendix 5 of this agreement.
- 5.5 Re-establishment of positions which become available after the issuing of disestablishment notices:
- (a) when disestablishing positions or units in accordance with clause 5.3 above the employer shall determine and record the order of disestablishment.
  - (b) If, as a consequence of roll change or staff changes following the issuing of notice(s) of disestablishment, one or more positions become available then, in the curriculum areas in which the positions have become available, the notice(s) of disestablishment shall be withdrawn in reverse order to the record of disestablishment.
- 5.6 The employment relationship problem resolution provisions in Part Eight of this agreement are available to an employee who is aggrieved by any action of their employer taken under these provisions.

## Appendix 6 – Medical Retirement – Serious Illness

(Where “notes” are used in this Appendix they are explanatory and not substantive.)

- 6.1 A teacher with a terminal illness may apply for medical retirement under either the terminal illness provision or the serious illness provision but not both and will be entitled to one payment only.

*Note: This provision excludes any claim on disregarded sick leave.*

- 6.2 The purpose of this provision is to:

- (a) Provide the opportunity for teachers, currently in service, who are declared medically unfit to retire from teaching with dignity;
- (b) Give the ability for boards of trustees to recruit the best possible teachers to vacant permanent positions without delay.

*Note: This provision is for teachers currently in service and cannot be granted retrospectively. ‘Currently in service’ means the teacher is employed in a permanent position at the time the application for medical retirement is made and when concurrence is given by the Secretary for Education. For clarity this applies whether a teacher is currently on paid or unpaid sick leave.*

- 6.3 (a) A permanently appointed teacher, currently in service, may be granted medical retirement under this clause in circumstances where the teacher has a serious illness which causes her/him to be incapable of continuing to work or returning to work.

*Note: Serious illness includes serious injury. Stress is not considered to be a medical diagnosis and so any applications for concurrence on the basis of stress will be declined. However, the medical impact of stress may meet the criteria set out in this provision.*

- (b) A teacher is considered to be medically unfit for work by reason of serious illness if she/he is wholly or substantially unable to perform the duties of the position at the school and is unlikely currently or at any time in the foreseeable future to be able to undertake new employment in any other teaching position in the Education Service (as defined in section 2 of the State Sector Act 1988).

*Note: An employee is not eligible for medical retirement where she/he is receiving weekly compensation from ACC.*

- (c) Either the employee or the employer may initiate the medical retirement process. The employer must have reasonable grounds to initiate the process.

*Note: “Reasonable grounds” arise where the employee for a prolonged period is wholly or substantially unable to perform the duties of the position at the school due to medical reasons.*

### 6.4 Employee Initiated Process

- (a) If the employee initiates the process, the employee shall provide to the employer from a registered medical specialist in writing the following: a description of the employee’s illness, a statement as to whether or not the employee will be able to wholly or substantially perform her/his duties both currently and in the foreseeable future, and the reasons for the decision.

*Note: There is no provision for an employer to request a second medical specialist certificate*

- (b) (i) If the employee is unable to obtain a registered medical specialist opinion in a timely fashion, or by virtue of distance, then the employee will undergo a medical examination from a registered general practitioner. The general practitioner shall provide in writing the following:

- a description of the employee’s illness, a statement as to whether or not the employee will be able to wholly or substantially perform her/his duties both currently and in the foreseeable future, and the reasons for the decision; and
- attestation that the employee could not obtain an opinion from a registered medical specialist.

- (ii) The employer may require a further medical certificate from a registered general practitioner nominated by the employer.

- (iii) If two medical certificates are sought and the medical opinions conflict, the employee and employer shall attempt to agree on a third registered general practitioner or medical specialist to provide a further medical certificate. If they cannot agree, the employer shall nominate the registered general practitioner.
- (iv) All costs associated with the second and third medical certificates shall be met by the employer.

## 6.5 Employer Initiated Process

- (a) **Pre-process**  
Where the employer has reasonable grounds to consider that the employee may be medically unfit for work by reason of serious illness as per clause 6.3(b) the employer will in the first instance:
  - (i) write to the employee outlining the concerns and the grounds on which it has formed a view that medical retirement may be an appropriate option;
  - (ii) inform the employee she/he is entitled to attend up to three sessions from an employee assistance programme (EAP) and extend to the employee the opportunity to access EAP counselling;
  - (iii) outline the medical retirement process should the employer proceed with the process; and
  - (iv) inform the employee of his/her right to have a representative.

**Note:** Reasonable grounds is explained above. The EAP provides to the employee direct access to an independent counsellor on a short term, confidential basis to address personal issues that impact on the workplace. Where the EAP provider recommends further sessions the employer shall consider whether to fund additional sessions.

### Initiation of Process

- (b) **Registered Medical Specialist**  
*Following the completion of the pre-process*
  - (i) Where the employer proceeds with the process, the employee shall undergo a medical examination from a registered medical specialist nominated by the employer.  
**Note:** No concurrence will be given without the specified medical evidence being provided.
  - (ii) The medical specialist shall provide in writing a description of the employee's illness, a statement as to whether or not the employee will be able to wholly or substantially perform her/his duties both currently and in the foreseeable future, and the reasons for the decision.
  - (iii) The employee is entitled to seek a second medical specialist's opinion.
  - (iv) Where two medical specialist opinions are sought and these medical opinions agree that the employee will not be able to wholly or substantially perform her/his duties both currently and in the foreseeable future, then the employer may seek concurrence to medically retire the employee.
- (c) **Registered General Practitioner**
  - (i) If the employer is unable to obtain a registered medical specialist opinion in a timely fashion, or by virtue of distance, then the employee will undergo a medical examination from a registered general practitioner nominated by the employer (or two general practitioners if the employee so wishes, one nominated by the employer and the other by the employee). The general practitioner(s) shall provide in writing the following:
    - a description of the employee's illness, a statement as to whether or not the employee will be able to wholly or substantially perform her/his duties both currently and in the foreseeable future, and the reasons for the decision; and
    - attestation that the employee could not obtain an opinion from a registered medical specialist.
  - (ii) Where two medical opinions from a general practitioner are sought and these medical opinions conflict, the employee and employer shall attempt to agree on a third registered general practitioner to provide a further medical certificate. If they cannot agree, the employer shall nominate the registered general practitioner.

(d) **Costs associated with examinations**

All costs associated with the medical examination(s) and the EAP shall be met by the employer.

6.6 Where the majority of medical evidence does not support a claim for medical retirement under this provision this process shall cease.

*Note: The intention of this clause is to bring an end to this process.*

6.7 **Seeking Concurrence**

(a) Where the majority of medical evidence supports the application for medical retirement as per clause 6.3(b), the employer shall seek the concurrence of the Secretary for Education to medically retire the employee.

*Note: Applications for concurrence for medical retirement will be granted where the following criteria have been met:*

(b) All applications for concurrence must be in writing and accompanied by the correct documentation.

*Note: 1: The process has been followed; and*

*2: The medical evidence has been supplied in sufficient detail so as to support the application for medical retirement as specified in clause 6.3(b).*

6.8 **Medical Retirement Options**

Upon receiving notification that the Secretary for Education has granted concurrence, the employer shall notify the employee that she/he is medically retired as of the date of the Secretary's notification. No notice is payable. The employee shall be medically retired and choose one of the following medical retirement options:

*Note: The employee is not entitled to change options once the option has been actioned. Disregarded sick leave is not able to be converted to a payment under any of the provisions of medical retirement*

(a) **Medical Retirement Payment**

A lump sum payment of 13 weeks' salary plus an additional week for each year of service after 25 years service, up to a maximum of 13 weeks (i.e. the total maximum payment payable under this provision is 26 weeks). Any paid sick leave taken by the employee in the four weeks prior to the application to medically retire shall be subtracted from the payment.

*Note: Payment will be based on the normal fortnightly salary of the employee at the time of medical retirement. It does not attract any salary increment that may fall due after the date of medical retirement. Holiday pay to the date of medical retirement is payable. The lump sum does not attract holiday pay. 26 weeks equals 13 weeks payment plus up to 13 weeks payment for each year of service after 25 years.*

(b) **Post-dated medical retirement**

The employee remains on paid sick leave and receives his/her normal fortnightly salary until the sick leave entitlement is exhausted. All entitlements continue to be paid. In the event that the employee deceases before sick leave is exhausted no claim can be made by any person or agency on the outstanding balance. The employee remains employed for the purpose of payment of salary only.

*Note: The employee is entitled to continue to receive superannuation employer contributions, and salary increases as per the ASTCA. Should a new ASTCA be settled after the employee's sick leave entitlement is exhausted, no back payment of any negotiated increases shall apply. The employee is not entitled to increment up the salary scale where she/he has not met the professional standards. Holiday pay will accrue during this period in accordance with the ASTCA provisions. Where an employee elects post-dated medical retirement she/he will continue to be paid sick leave until it is exhausted.*

(c) **Receive remaining sick leave as a single payment**

The employee will receive the remainder of his/her sick leave as a lump-sum payment.

*Note 1: For the sake of completeness please note that all payments are subject to normal tax provisions.*

*Note 2: The employee can cash up the outstanding sick leave balance as at the final day of employment.*

**6.9 Vacant Position Appointment**

From the date the Secretary for Education gives notification of concurrence to medical retirement, regardless of the option chosen by the employee under clause 6.8, the employer shall be entitled to make a permanent appointment to the position as if that position were vacant.

*Note: This position shall be advertised in the Education Gazette as an actual vacancy position. The Education Council will be notified by the employer that the employee has been medically retired.*

**6.10 Eligibility for Compassionate Grant**

A compassionate grant as per clause 3.22 is payable to the estate of an employee who deceases within 12 months of the date medical retirement is approved under this provision (for the sake of clarity this date is from the date of retirement as per clause 6.8) except that if the amount of sick leave remaining under option clause 6.8(b) exceeds 12 months, the entitlement to the compassionate grant shall remain until the sick leave has been exhausted.

*Note: Regardless of which entitlement is activated under this scheme, the date of medical retirement is the date the Secretary for Education granted concurrence.*

**6.11 Re-entry policy**

It is not contemplated that when an employee is medically retired from the teaching profession that she/he will return to work as an employee in the future. It is however acknowledged that in exceptional circumstances an employee may become medically fit to work in the teaching service.

Where an employee who has been medically retired under any clause set out in this Appendix is declared medically fit by a registered medical specialist and is reemployed in any teaching position in the Education Service (as defined in section 2 of the State Sector Act) the following shall apply:

- (a) The employee shall be entitled to sick leave in accordance with the provisions of the Holidays Act 2003 and not the provisions in the ASTCA.
- (b) Where employment in any teaching position in the Education Service (as defined in section 2 of the State Sector Act) commences within a number of weeks which is less than the number of weeks of payment received by the employee under clause 6.8(a) the employee shall refund the difference between the number of weeks for which she/he was without employment and the number of weeks for which the payment was calculated.
- (c) An employee cannot be medically retired twice for serious illness.

## Appendix 7 – Salary on appointment

*Note: These provisions shall be applied in accordance with any administrative conditions that were in effect at the commencement of this Agreement. Nothing in these provisions shall be read as extending any entitlement beyond that which existed at the commencement of this Agreement except as may be expressly agreed to by the Secretary for Education after consultation with the unions.*

### 1. General

1.1 Salary on appointment depends on qualifications and credit for previous service as set out in clauses 5 to 8 below.

*Note: The Ministry of Education verifies the level(s) of qualification(s) for salary purposes using information from the New Zealand Qualifications Authority and the Education Council of Aotearoa New Zealand.*

1.2 Service credits for salary purposes may be made up of teaching service in a New Zealand state or state integrated school (as outlined in clause 5.1 below), other teaching service (as outlined in clauses 6.1-6.4 below), relevant work experience other than teaching (as outlined in clause 7.1 below) and/or childcare (as outlined in clause 8.1 below).

1.3 Credit for each period of other teaching service, relevant work experience other than teaching, and childcare shall be calculated and credited only once, on appointment or reappointment to a teaching position in a New Zealand state or state integrated school.

1.4 For salary credit purposes the following definitions will apply:

- Full credit means that each year of equivalent service (or part thereof) will count as one year (or part thereof) of teaching service.
- Half credit means that each year of equivalent service (or part thereof) will count as six months (or part thereof) of teaching service.
- One third credit means that each year of equivalent service (or part thereof) will count as four months (or part thereof) of teaching service.

### 2. First appointment

2.1 When a teacher is appointed to their first teaching position in a state or state integrated school the qualification group determines the entry point on the base salary scale. Service credits are added to that entry point to determine a teacher's salary on appointment.

### 3. Reappointment after a break in service

1.1 When a teacher returns to a teaching position in a New Zealand state or state integrated school after a break their re-entry point on the base salary scale shall be the equivalent of the step held on the date of cessation.

1.2 Where the qualification group of a returning teacher is higher than the one previously held and the entry step for the new qualification group is higher than the step the teacher had progressed to at the date of cessation, the higher step shall be the teacher's entry point on the base salary scale.

1.3 Service credit, for service that has not already been credited, shall be added to that entry point to determine a teacher's salary on appointment.

### 2. Improved qualifications for teachers in an ongoing appointment

2.1 Teachers in current positions may request assessment of improved or additional qualification(s) as set out in clause 3.2.1(f) of Part Three of this Agreement.

### 3. Teaching service in a state or state integrated school

3.1 Unless otherwise stated, teaching service shall be the aggregate of service paid as a teacher in any New Zealand state or state integrated school, or as a qualified teacher employed within the Ministry of Education, the New Zealand Qualification Authority or the Education Review Office in a role to which their teaching service is relevant as follows:

(a) the aggregate of teaching service that is:

- (i) full-time service – where permanent and/or non-permanent full-time and/or non-permanent part-time for 20 hours or more per week shall be counted as full-time
- (ii) non-permanent part-time teaching service of less than 20 hours per week, where 80 hours equals one month of full-time service or 1000 hours equals one year of full-time service
- (iii) all paid holidays, paid leave, periods of sick leave (with or without pay) and any period without pay during a holiday arising from periods of sick leave without pay
- (iv) special leave without pay, not exceeding an aggregate of three months in any school year. Where a teacher completes verified recognised employment during special leave without pay, the teacher can receive salary credit for either the employment or the aggregate of leave without pay, but not both.

*Note: Where special leave without pay of more than three months is taken, and the teacher is not employed during that time in a position on which salary credit is allowable, any period of the leave in excess of three months will not count as service towards the teacher's next incremental date.*

### 4. Other teaching service

4.1 Other teaching service for salary purposes shall include an aggregate of all teaching service in the employment of:

- (a) a university
- (b) a registered initial teacher education provider
- (c) a polytechnic
- (d) a New Zealand registered private school
- (e) a free kindergarten association and/or registered teacher-led early childhood centre; and/or
- (f) an overseas school provided it was a state school or a school subject to state inspection subject to clause 6.3 below.

4.2 Full credit shall be granted where the service in clause 6.1(a) to (f) above was as a registered teacher or was a teacher who held the equivalent of a recognised New Zealand teaching qualification, otherwise where the service in clause 6.1(a) to (f) above was not as a registered teacher or evidence of registration cannot be provided, half credit shall apply.

4.3 Overseas teachers who gain registration through either the Education Council's comparable qualifications or core components pathways will be deemed to have met the requirements for registration from the date they completed that/those qualification(s). For the purposes of Appendix B clause 6.1, overseas teaching service will count from the date the NZQA deems those qualification(s) to have been completed. Relevant work experience (including overseas teaching service completed prior to that date) will be determined under Appendix B clause 7.1.

4.4 Overseas teachers who gain registration through the Education Council's discretionary pathway will be deemed to have met the registration requirements from the date registration is granted in New Zealand. Overseas teaching service completed after the date registration is granted in New Zealand will be determined under Appendix B clause 6.1 and relevant work experience (including overseas teaching experience completed prior to the date registration is granted in New Zealand) will be determined under Appendix B clause 7.1.

### 5. Relevant work experience other than teaching

5.1 Work experience other than teaching, attested by the employer as being directly relevant to a teacher's curriculum and/or pastoral duties, shall receive the following service credit for salary purposes:

- (a) half credit for relevant work experience completed after the completion of a recognised and appropriate vocational qualification that is at least Level 5 on the National Qualifications Framework.

- (b) one third credit for relevant work experience completed after the completion of a recognised and appropriate vocational qualification that is at least Level 4 on the National Qualifications Framework.
- (c) one third credit to a maximum of two salary steps for relevant work experience where no vocational qualification at Level 4 or higher on the National Qualifications Framework was completed prior to that work.
- (d) half credit up to a maximum of two steps additional service credit on the salary scale, shall be given for relevant paid work experience as a Kaiarahi i te Reo, Kaiawhina, Teacher Aide, Special Education Assistant or Assistant to Teachers of Students with Severe Disabilities.

**Note:** Where a teacher has service credits under both (c) and (d) above, the service under (d) shall be credited first, and any additional service under (c) will then be credited.

## 6. Childcare

- 6.1 One third credit shall be given where a teacher resigns or takes leave from the New Zealand teaching service in order to care for her/his own children provided that the teacher was a registered teacher (or equivalent) at the time of resigning or taking leave, otherwise no credit will be given.

*Note: The one third credit shall apply to the total time away from teaching, excluding any periods for which salary credit is given under clauses 5, 6 or 7 above.*

## Appendix 8 – Terms of Settlement

### Terms of Settlement Area School Teachers' Collective Agreement

#### 1. Introduction

This document sets out the agreed components of the settlement for the Area School Teachers' Collective Agreement 2016-2019 (ASTCA). This agreement has been settled by the Secretary for Education, and the New Zealand Education Institute Te Riu Roa (NZEI Te Riu Roa) and Post Primary Teachers' Association Te Wehengarua (PPTA Te Wehengarua) and shall be subject to ratification by NZEI Te Riu Roa and PPTA Te Wehengarua members covered by the ASTCA pursuant to section 51 of the Employment Relations Act 2000.

#### 2. Term

The term will be 36 months from the date of settlement (8 April 2016 to 7 April 2019), provided ratification is confirmed and the new collective agreement is signed no later than 3pm 13 May 2016. If not, the term will be 36 months from the date of ratification.

#### 3. Remuneration

The parties agree that pay rate increases for teachers who, on the date of settlement, are NZEI Te Riu Roa or PPTA Te Wehengarua members employed under the terms of this collective agreement will take effect from 2 March 2016, 2 March 2017 and 2 March 2018 respectively. The effective dates of these increases are subject to confirmation of ratification and the signing of the new collective agreement by 3pm 13 May 2016. In the event that ratification is not confirmed and the new collective is not signed by 3pm 13 May 2016, pay rate increases will take effect from the date of ratification, 12 months from the date of ratification and 24 months from the date of ratification respectively.

Increase to the base salary rates as outlined below:

- 2.0% on the current base scale effective from 2 March 2016;
- a further 2.0% effective 2 March 2017; and
- a further increase of an average 2.5% effective 2 March 2018.

The actual salary scale is set out below

Step	Current	2 March 2016	2 March 2017	2 March 2018
1	\$31,646	\$32,279	\$32,924	\$33,748
2	\$33,022	\$33,682	\$34,356	\$35,215
3	\$35,775	\$36,491	\$37,220	\$38,151
4	\$38,526	\$39,297	\$40,082	\$41,085
5	\$42,652	\$43,505	\$44,375	\$45,485
6	\$46,781	\$47,717	\$48,671	\$49,888
7	\$48,316	\$49,282	\$50,268	\$51,525
8	\$50,143	\$51,146	\$52,169	\$53,473
9	\$53,101	\$54,163	\$55,246	\$56,627
10	\$57,088	\$58,230	\$59,394	\$60,700
11	\$61,084	\$62,306	\$63,552	\$64,925
12	\$66,125	\$67,448	\$68,796	\$70,235
13	\$69,099	\$70,481	\$71,891	\$73,650
14	\$73,000	\$74,460	\$75,949	\$78,000

#### 4. Māori Immersion Teaching Allowance

The parties have agreed to revise the current additional allowance of \$1,000 per annum after 5 consecutive years' relevant teaching to: \$2,000 per annum after 3 continuous years' relevant teaching, increasing to \$4,000 per annum after 6 continuous years' relevant teaching. See clause wording in Attachment A.

*Refer clause 3.14.*

#### 5. Sabbatical Leave Awards

The parties agree that from 2017 the number of sabbatical leave awards will increase from 6 to 12 awards per annum.

*Refer clause 5.6.10.*

#### 6. Sick leave and salary credits for calculating equivalent service

The addition of a new Appendix 7 – Salary on Appointment and the revision of the sick leave clauses in Part Five are intended to make the collective agreement easier to understand and be applied.

It is not the intention of the parties to reduce the entitlement of any teacher to whom Appendix 7 – Salary on Appointment and the sick leave clauses in Part Five apply and the parties agree that no change is to be interpreted as reducing the terms and conditions of any teacher covered by the provisions or altering the operation or administration of those provisions.

The parties agree to:

- a new Appendix 7 (Attachment B).
- revised clause 3.2.1(d) (see Attachment B):
- deletion of clause 3.2.2
- renumbering of current clauses 3.2.3, 3.2.4 and 3.2.5 to 3.2.2, 3.2.3 and 3.2.4 respectively
- revised sick leave provisions, clause 5.1 (Attachment C).

#### 7. Revision of the Service Increment

The parties agree to amend cl 3.18 'Service Increment' and retain historic eligibility criteria as a new 'Schedule 3' to the collective agreement.

Revised wording for cl 3.18 and Schedule 3 (Attachment D).

#### 8. Payment in lieu of notice where employment is terminated

The parties agree to allow boards the ability to pay out up to two months' salary in lieu of notice to any teacher who is dismissed with notice, except in cases of serious misconduct.

Amend cl 2.8 to the following:

- 2.8 (a) *The notice required to be given to a permanently appointed teacher who holds a position which was advertised shall be two months, and for such a teacher who holds such a position the notice to be given to the employer shall be two months, except where the teacher and the employer agree to a lesser period of notice from the teacher.*
- (b) *Where an employer has dismissed an employee, except in cases of serious misconduct, the employer at their discretion may provide up to two months' salary in lieu of notice. In cases of serious misconduct the provisions of clause 2.4.3(e) shall apply.*

Current clauses 2.8 (b), (c) and (d) would then become clauses 2.8 (c), (d) and (e).

## 9. Reimbursing Allowances

The parties have agreed to remove the Trailer Towing Allowance by the deletion of clause 1.4 from Appendix 1 and clause 6.4.2 from Part Six of the Agreement.

## 10. Payment of Education Council practising certificate fees

From 8 April 2016 to 7 April 2019, the Secretary for Education agrees to cover the cost of any fees set by the Education Council of Aotearoa New Zealand (Education Council), pursuant to section 364(1) of the Education Act 1989, for the purposes of the issuing or renewal of practising certificates for teachers covered by the Area School Teachers' Collective Agreement 2016 - 2019. The costs of any such fees over the period will be paid directly by the Secretary for Education to the Education Council.

## 11. Employment Relations Act Provisions

The parties agree to amend Part Eight. See clause wording in Attachment E.

## 12. Staffing Incentives

To ensure that resources are best directed to areas of need the Secretary will consult with NZEI Te Riu Roa, the PPTA Te Wehengarua, and NZSTA during the term of the agreement about the extent to which the staffing incentive provisions in the ASTCA are fit for their intended purpose.

## 13. Wording of clauses relating to Communities

The parties agree to incorporate any ratified variation to the clauses of the agreement to reflect the introduction of Community roles agreed prior to the printing of the agreement.

## 14. Technical changes

The parties agree to include all technical changes agreed between the parties.

## Acknowledgement

The parties on signing this document acknowledge that, subject to any subsequent agreed editorial changes, this Terms of Settlement reflects the agreements reached in the settlement of the Area School Teachers' Collective Agreement 2016-2019.

## Signatures

Signed in Wellington on 8 April 2016

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Kate Drury  
for NZEI Te Riu Roa

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Jane Benefield  
for PPTA Te Wehengarua

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Roanna Chan  
for Secretary for Education

Witnessed by:

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Jane McManamon  
for NZSTA

## Attachment A – Māori Immersion Teaching Allowance (MITA)

- 3.14.1 All teachers required to use te Reo Māori for at least six hours per week in approved Māori immersion programmes at levels 1, 2 or 3 shall receive an allowance of \$4,000 per annum. This allowance shall be pro-rated for part time teachers (based on the teacher's total hours).
- 3.14.2 From the start of the 2017 school year, all teachers required to use te Reo Māori for at least six hours per week in approved Māori immersion programmes at level 1, who have more than three continuous years' service teaching in level 1 Māori immersion classes shall receive an additional allowance of \$2,000 per annum. This is in addition to the allowance described in clause 3.14.1. This allowance shall be pro-rated for part time teachers (based on the teacher's total hours).
- 3.14.3 From the start of the 2017 school year, for all teachers required to use te Reo Māori for at least six hours per week in approved Māori immersion programmes at level 1, who have more than six continuous years' service teaching in level 1 Māori immersion classes, the additional allowance described in clause 3.14.2 shall increase to \$4,000 per annum. This is in addition to the allowance described in clause 3.14.1. This allowance shall be pro-rated for teachers who teach Māori immersion classes part-time (based on the teacher's total hours).
- 3.14.4 The employer shall attest to the eligibility of teachers for these allowances according to the level of te Reo Māori immersion i.e. the proportion of the curriculum taught in te Reo Māori, outlined below:
- (a) Level one - 81–100% of the total time
  - (b) Level two - 51–80% of the total time
  - (c) Level three - 31–50% of the total time.
- 3.14.5 For clarity continuous service for the payment of the allowance in clauses 3.14.2 and 3.14.3 above shall be interrupted but not broken by any periods of unpaid leave and/or breaks in teaching service and/or teaching service in classes other than Māori immersion level one.

## Attachment B – Salary on Appointment

Amend clause 3.2.1(d) as follows:

- (d) Teachers with previous teaching and/or other recognised service and/or relevant work experience other than teaching, shall be paid at the appropriate step of the relevant qualification group, subject to the provisions of Appendix 7.

Delete clause 3.2.2

Renumber clauses 3.2.3, 3.2.4 and 3.2.5 to clauses 3.2.2, 3.2.3 and 3.2.4 respectively

### New Appendix 7 – Salary on appointment

*Note: These provisions shall be applied in accordance with any administrative conditions that were in effect at the commencement of this Agreement. Nothing in these provisions shall be read as extending any entitlement beyond that which existed at the commencement of this Agreement except as may be expressly agreed to by the Secretary for Education after consultation with the unions.*

#### 1. General

- 1.1 Salary on appointment depends on qualifications and credit for previous service as set out in clauses 5 to 8 below.

Note: The Ministry of Education verifies the level(s) of qualification(s) for salary purposes using information from the New Zealand Qualifications Authority and the Education Council of Aotearoa New Zealand.

- 1.2 Service credits for salary purposes may be made up of teaching service in a New Zealand state or state integrated school (as outlined in clause 5.1 below), other teaching service (as outlined in clauses 6.1-6.4 below), relevant work experience other than teaching (as outlined in clause 7.1 below) and/or childcare (as outlined in clause 8.1 below).
- 1.3 Credit for each period of other teaching service, relevant work experience other than teaching, and childcare shall be calculated and credited only once, on appointment or reappointment to a teaching position in a New Zealand state or state integrated school.
- 1.4 For salary credit purposes the following definitions will apply:
- Full credit means that each year of equivalent service (or part thereof) will count as one year (or part thereof) of teaching service.
  - Half credit means that each year of equivalent service (or part thereof) will count as six months (or part thereof) of teaching service.
  - One third credit means that each year of equivalent service (or part thereof) will count as four months (or part thereof) of teaching service.

#### 2. General

- 2.1 When a teacher is appointed to their first teaching position in a state or state integrated school the qualification group determines the entry point on the base salary scale. Service credits are added to that entry point to determine a teacher's salary on appointment.

#### 3. Reappointment after a break in service

- 3.1 When a teacher returns to a teaching position in a New Zealand state or state integrated school after a break their re-entry point on the base salary scale shall be the equivalent of the step held on the date of cessation.
- 3.2 Where the qualification group of a returning teacher is higher than the one previously held and the entry step for the new qualification group is higher than the step the teacher had progressed to at the date of cessation, the higher step shall be the teacher's entry point on the base salary scale.
- 3.3 Service credit, for service that has not already been credited, shall be added to that entry point to determine a teacher's salary on appointment.

4. Improved qualifications for teachers in an ongoing appointment

4.1 Teachers in current positions may request assessment of improved or additional qualification(s) as set out in clause 3.2.1(f) of Part Three of this Agreement.

5. Teaching service in a state or state integrated school

5.1 Unless otherwise stated, teaching service shall be the aggregate of service paid as a teacher in any New Zealand state or state integrated school, or as a qualified teacher employed within the Ministry of Education, the New Zealand Qualification Authority or the Education Review Office in a role to which their teaching service is relevant as follows:

(a) the aggregate of teaching service that is:

- (i) full-time service – where permanent and/or non-permanent full-time and/or non-permanent part-time for 20 hours or more per week shall be counted as full-time
- (ii) non-permanent part-time teaching service of less than 20 hours per week, where 80 hours equals one month of full-time service or 1000 hours equals one year of full-time service
- (iii) all paid holidays, paid leave, periods of sick leave (with or without pay) and any period without pay during a holiday arising from periods of sick leave without pay
- (iv) special leave without pay, not exceeding an aggregate of three months in any school year. Where a teacher completes verified recognised employment during special leave without pay, the teacher can receive salary credit for either the employment or the aggregate of leave without pay, but not both.

*Note: Where special leave without pay of more than three months is taken, and the teacher is not employed during that time in a position on which salary credit is allowable, any period of the leave in excess of three months will not count as service towards the teacher's next incremental date.*

6. Other teaching service

6.1 Other teaching service for salary purposes shall include an aggregate of all teaching service in the employment of:

- (i) a university
- (ii) a registered initial teacher education provider
- (iii) a polytechnic
- (iv) a New Zealand registered private school
- (v) a free kindergarten association and/or registered teacher-led early childhood centre; and/or
- (vi) an overseas school provided it was a state school or a school subject to state inspection subject to clause 6.3 below.

6.2 Full credit shall be granted where the service in clause 6.1(a) to (f) above was as a registered teacher or was a teacher who held the equivalent of a recognised New Zealand teaching qualification, otherwise where the service in clause 6.1(a) to (f) above was not as a registered teacher or evidence of registration cannot be provided, half credit shall apply.

6.3 Overseas teachers who gain registration through either the Education Council's comparable qualifications or core components pathways will be deemed to have met the requirements for registration from the date they completed that/those qualification(s). For the purposes of Appendix B clause 6.1, overseas teaching service will count from the date the NZQA deems those qualification(s) to have been completed. Relevant work experience (including overseas teaching service completed prior to that date) will be determined under Appendix B clause 7.1.

6.4 Overseas teachers who gain registration through the Education Council's discretionary pathway will be deemed to have met the registration requirements from the date registration is granted in New Zealand. Overseas teaching service completed after the date registration is granted in New Zealand will be determined under Appendix B clause 6.1 and relevant work experience (including overseas teaching experience completed prior to the date registration is granted in New Zealand) will be determined under Appendix B clause 7.1.

7. **Relevant work experience other than teaching**

7.1 Work experience other than teaching, attested by the employer as being directly relevant to a teacher's curriculum and/or pastoral duties, shall receive the following service credit for salary purposes:

- (a) half credit for relevant work experience completed after the completion of a recognised and appropriate vocational qualification that is at least Level 5 on the National Qualifications Framework.
- (b) one third credit for relevant work experience completed after the completion of a recognised and appropriate vocational qualification that is at least Level 4 on the National Qualifications Framework.
- (c) one third credit to a maximum of two salary steps for relevant work experience where no vocational qualification at Level 4 or higher on the National Qualifications Framework was completed prior to that work.
- (d) half credit up to a maximum of two steps additional service credit on the salary scale, shall be given for relevant paid work experience as a Kaiarahi i te Reo, Kaiawhina, Teacher Aide, Special Education Assistant or Assistant to Teachers of Students with Severe Disabilities.

**Note:** Where a teacher has service credits under both (c) and (d) above, the service under (d) shall be credited first, and any additional service under (c) will then be credited.

8. **Childcare**

8.1 One third credit shall be given where a teacher resigns or takes leave from the New Zealand teaching service in order to care for her/his own children provided that the teacher was a registered teacher (or equivalent) at the time of resigning or taking leave, otherwise no credit will be given.

**Note:** *The one third credit shall apply to the total time away from teaching, excluding any periods for which salary credit is given under clauses 5, 6 or 7 above.*

## Attachment C – Sick Leave

### 5.1 Sick Leave

- 5.1.1 (a) A teacher who is granted leave due to sickness or injury not arising out of or in the course of the teacher's employment shall be entitled to sick leave on pay for a period or periods not exceeding the amounts set out in the table below.

LENGTH OF SERVICE	AGGREGATED SICK LEAVE ENTITLEMENT
Up to 3 months	7 days
Over 3 months and up to 6 months	14 days
Over 6 months and up to 9 months	31 days
Over 9 months and up to 5 years	46 days
Over 5 years and up to 10 years	92 days
Over 10 years and up to 20 years	154 days
Over 20 years and up to 30 years	229 days
Over 30 years	306 days

- (b) The amount of sick leave available shall be the teacher's aggregated sick leave entitlement set out in the table above, less the total amount of sick leave with pay that the teacher has taken during their teaching service to date.
- (c) Notwithstanding clause 5.1.1(a) above, a short-term relieving teacher has a sick leave entitlement based on the aggregate of the service completed since the last date of permanent employment, where every 190 days or 950 hours of short-term relief service equals one year of sick leave service.
- (d) Where a teacher has exhausted their current entitlement set out in the table in clause 5.1.1(a);
- (i) in each subsequent year the employer will allow the teacher to anticipate up to five days' paid sick leave.
  - (ii) in exceptional circumstances the employer may grant further anticipated sick leave with pay in excess of the entitlement set out in clause 5.1.1(a), provided that no extension may be granted beyond 306 days.
  - (iii) any anticipated sick leave taken under (i) or (ii) above will be deducted from the teacher's next entitlement under clause 5.1.1(a) when the entitlement becomes due.
- (e) Where a teacher has exhausted their entitlement set out in the table in clause 5.1.1(a) and has no future entitlement under clause 5.1.1(a), the teacher shall be granted sick leave in accordance with the Holidays Act 2003.

#### 5.1.2 Service for sick leave purposes

- (a) The total period of the "length of service" which determines the teacher's sick leave entitlement outlined in clause 5.1.1(a) shall be the aggregate of employment as a teacher in:
- (i) a New Zealand state or state integrated school;
  - (ii) a New Zealand free kindergarten association, university, or polytechnic;
  - (iii) Fiji, Cook Islands, Tonga, Western Samoa or Niue.
- (b) The following teaching service is counted as full-time:
- (i) fulltime service;
  - (ii) permanent part-time service;
  - (iii) non permanent part-time service that consists of employment for 20 hours or more per week.
- (c) Non permanent part-time teaching service of less than 20 hours per week is assessed on the basis that 80 hours equals one month's service or 1000 hours equals one year's service.

- (d) Service in the New Zealand Public Service and/or Armed Forces may be converted to teaching sick leave entitlement on such terms as the Secretary for Education may agree. Deductions for sick leave taken from transferred New Zealand Public Service and/or Armed Forces service shall be converted to deductions from the teaching sick leave entitlement using the formula  $T/P*S=E$  where:

- T = Teachers' sick leave entitlement on years of service;
- P = Public Servants' sick leave entitlement on years of service;
- S = Sick Leave taken as a Public Servant;
- E = Equivalent number of days of sick leave as if taken as a teacher.

**Note 1:** For the calculation of a teacher's sick leave entitlement, the total period of a teacher's "length of service" will continue to include employment as a teacher by a former education board, a secondary school board, a private school which has become integrated, a community college, a technical institute, a teacher's college, the former Department of Education or an agricultural college.

**Note 2:** Service for sick leave purposes does not include:

- study time while a teacher is not employed in the education service, or when on leave without pay of more than 90 calendar days,
- teaching in private schools (except for teachers in private schools which become integrated),
- teaching overseas except in the Pacific countries listed in clause 5.1.2(a)iii above,
- trade service, or
- service as a member of the Armed Forces of another country.

#### 5.1.3 Granting sick leave

- (a) The employer shall grant sick leave on pay with the following conditions:

- (i) While a medical certificate will not normally be required for leave of up to five days, where it is considered warranted, an employer may require a teacher to produce a medical certificate or other evidence satisfactory to the employer.
- (ii) For sick leave within three consecutive calendar days (whether or not the days would otherwise be working days for the teacher) the employer may inform the teacher that proof of sickness or injury is required and, if so, the employer will agree to meet the employee's reasonable expenses in obtaining the proof.
- (iii) When a period of sick leave exceeds five school days a medical certificate from a registered medical or dental practitioner must be provided to the employer. If the teacher cannot obtain a medical or dental certificate other evidence satisfactory to the employer may be provided.
- (iv) When a period of sick leave exceeds 14 days an employer may require the teacher to provide a medical certificate from a registered medical or dental practitioner stating the expected date the teacher will be able to return to work. The employer may require the teacher to provide further medical certificates should the sick leave continue beyond the expected date of return stated in this or subsequent medical certificates.
- (v) When a period of sick leave exceeds 14 days the employer may require the teacher to obtain a second medical opinion from an independent registered medical or dental practitioner nominated by the employer and agreed to by the teacher provided that such agreement shall not be unreasonably withheld. The cost of a second medical opinion will be met by the employer.

#### 5.1.4 Deduction from sick leave entitlement

- (a) Full-time teachers will have sick leave deducted from the entitlement set out in clause 5.1.1(a) above as follows:

- (i) where the period of absence does not exceed five consecutive school days the days of absence are deducted i.e. intervening Saturday or Sunday do not count as leave.
- (ii) where the period of absence exceeds five consecutive school days the continuous days are deducted i.e. all intervening weekends count as leave.
- (iii) public holidays and school vacations that fall during a period of paid sick leave do not count as leave.

- (b) Part-time teachers shall have each day of absence deducted as a full day from the entitlement in clause 5.1.1(a) above. The days to be deducted shall be only those days which would normally have been worked and shall not include any intervening free days except where the part-time teacher works on five days of the week when, as with full-time teachers, the intervening weekend days will be counted as sick leave.

#### 5.1.5 Teachers temporarily working reduced hours on account of sickness

- (a) The employer may allow at its discretion a teacher who has been on sick leave to return to duty on a reduced hours basis if the teacher's doctor so recommends and provides a medical clearance, and there would be no staffing or timetabling problems for the school. This arrangement should not, however, normally be allowed to continue for more than six weeks. The provisions (b) to (e) below will apply:
- (b) The daily hours not worked are to be aggregated and debited against sick leave on the basis of a five-hour day. For example, where a full-time teacher is present for:
  - (i) 20 timetabled hours in one week = 5 hours absent = 1 day sick leave debited
  - (ii) 17.5 timetabled hours in one week = 7.5 hours absent = 1.5 days sick leave debited.
- (c) Whole days or half-days of absence are to be debited as whole or half-days.
- (d) When the absence is on account of injury by accident and earnings-related compensation is payable to the teacher, normal pay is to continue and the Secretary for Education is to obtain reimbursement of earnings related compensation from the Accident Compensation Corporation in accordance with the usual procedures.
- (e) If the accident was work related there is no debit against sick leave entitlement. However, if the accident was non-work related, the sick leave entitlement is debited to the extent to which the salary payable for time actually worked plus the earnings-related compensation is made up to give normal full salary (provided, the teacher has a sick leave entitlement available).

#### 5.1.6 Disregarded Sick Leave

- (a) Disregarded sick leave not exceeding an overall aggregate of two years may be granted by the Secretary for Education where in the opinion of the Secretary one of the following conditions has been met:
  - (i) The sickness can be traced directly to the conditions or circumstances under which the teacher is working; or
  - (ii) The injury occurred in the discharge of the teacher's duties through no fault of the teacher; and where no payment has been made by the Accident Compensation Corporation; or
  - (iii) The teacher has contracted a notifiable disease which requires the teacher to be excluded from school for a period prescribed under Schedule 2 of the Health (Infectious and Notifiable Diseases) Regulations 1966 or for a period determined by a Medical Health Officer; or
  - (iv) The teacher has contracted hepatitis or tuberculosis, where the period of disregarded sick leave is the time that the teacher's treating registered medical practitioner decides is necessary for the teacher to remain away from school; or
  - (v) The absence was due to war injury or to war service.
- (b) Where the sick leave has been deducted for any period granted as disregarded sick leave under clause 5.1.6(a)(i) to 5.1.6(a)(v) above, the sick leave will be reinstated.
- (c) Disregarded sick leave is additional to any period of absence on account of sickness or injury to which the teacher is entitled with full salary in accordance with the scale set out in clause 5.1.1(a) above.
- (d) Fixed term or relieving teachers shall only be granted disregarded sick leave, as provided for in clause 5.1.6 (a) above, where they have been in continuous employment before the date of application.

#### 5.1.7 Holiday pay deductions

- (a) Holiday pay is not reduced for periods of sick leave with pay
- (b) When teachers have used their current sick leave entitlement holiday pay may be reduced for periods of sick leave without pay on the following conditions:
  - (i) No deduction is to be made from the holiday pay of teachers for periods of sick leave without pay for periods not exceeding 90 calendar days in any one school year.
  - (ii) Where the total amount of sick/accident leave without pay is in excess of 90 calendar days the deduction is based on the period subsequent to the initial 90 calendar days. The initial 90 calendar days are unaffected.

- (c) Teachers with a current sick leave entitlement who apply to receive sick leave without pay will have holiday pay reduced in proportion to the unpaid leave taken (as per clause 3.24.3) and should be advised of this when notified of the approval of sick leave without pay.
- (d) Clause 5.1.7(b) above will apply to all fixed term or relieving teachers who have completed at least 90 calendar days' continuous service.

## Attachment D – Eligibility Criteria for the Service Increment

### 3.18 Service Increment

- 3.18.1 A teacher is eligible for the Service Increment (Increment) if the teacher:
- (a) is permanently appointed to a teaching position; and
  - (b) has been attested by the principal as having met the requirements of the Schedule – Professional Standards For Area School Teachers – Criteria For Quality Teaching; and
  - (c) has completed three years' teaching service on their maximum step of the trained teachers' base salary scale for the teacher's qualification group; and
  - (d) is classified in qualification Group 1, 2, 3 or 3+ and has completed a qualification at Level 5 or higher on the National Qualifications Framework that is acquired after the qualification(s) used to determine the teacher's qualification group; and
  - (e) does not hold more than three permanent unit(s) in terms of clause 3.4.
- 3.18.2 The acquisition of an additional qualification is not required of a teacher classified in qualification Group 4 or 5.
- 3.18.3 A teacher eligible for payment of the Increment shall, upon application, be paid additional salary at the rate of \$2,000 per annum.
- 3.18.4 A teacher eligible for the Increment under clause 3.18.1 shall have the payment backdated to the date they became eligible to receive the increment provided that no backdating exceeds 36 months from the date of application.
- 3.18.5 Eligibility for the Increment once approved, remains (subject to 3.18.6 and 3.18.7 below) if the teacher moves to a new teaching position in the area school sector, whether permanent or not, regardless of breaks in service.
- 3.18.6 Payment of the Increment will cease should a teacher be appointed to a position which has allocated more than three permanent unit(s), or upon the allocation of more than three permanent unit(s) to the teacher in her/his existing position. Payment of the Increment will resume should the teacher cease to hold a position allocated more than three permanent unit(s).
- 3.18.7 Payment of the Increment will cease should a teacher improve their qualification group. Once the teacher has met the eligibility requirements outlined in clause 3.18.1(b) to (e) for the new qualification group payment of the Increment shall resume.
- 3.18.8 Primary or secondary school teachers or those in the advisory service who move to a position in an area school, either directly or after a break in service, who:
- (a) were in receipt of the Increment will receive payment of the Increment as per clause 3.18.3 (subject to clause 3.18.6 and 3.18.7) from the date of appointment to the new position; or
  - (b) have accumulated service towards eligibility for the Increment in terms of clause 3.18.1(c) shall be able to count the accumulated service towards the service requirement in clause 3.18.1(c).
- 3.18.9 Teachers who were serving on or before 1 February 1971 will not be required to acquire an additional qualification if they fall within one of the categories outlined in Schedule 3 of this agreement.

### New Schedule 3 – Service Increment

As provided in clause 3.18.9 the acquisition of an additional qualification before the service increment is payable is not a requirement for the following categories of teacher:

- (a) Teachers confirmed in the former List B on 1 February 1971;
- (b) Teachers serving at 1 February 1971, who translated from the former Qualification Group B1 to Group IIIb, and who were at that date classified in the former List A, are automatically exempted from the qualification criterion and are eligible for the granting of the service increment on satisfying the service criterion only;
- (c) Trained teachers appointed to permanent positions on or after 1 February 1974, who were employed in the state secondary teaching service before 1 February 1971 and at that time satisfied the requirements for entry to the former List B (or the earlier Grade III) are required to serve five years on the maximum of the base scale before they may be paid the service increment but are not required to gain an additional qualification;
- (d) Non-graduate teachers who satisfied the five years' service requirement between 1 February 1976 and 1 February 1979 and who had enrolled for the papers leading to the Service Increment Certificate before or at

the beginning of the 1979 academic year may be paid the service increment retrospectively to the date at which they completed the five-year service requirement; subject to the requirements for the issue of the Service Increment Certificate having been satisfied, and also the certificate having been completed within five years of the teacher's commencing study for it. Non-graduate teachers outside the scope of this provision will be paid the service increment only when the service and qualification criteria have been met, i.e. the retrospective payment provision does not apply to non graduate teachers who met the five year service criterion after 1 February 1979.

## Attachment E – Employment Relations Act Provisions

### Part Eight – Employment Relationship Problem Resolution Provisions

Personal grievances and disputes shall be addressed in accordance with the provisions of Part 9 of the Employment Relations Act 2000.

#### 8.1 Employment Relationship Problem Resolution Services

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 NZEI or PPTA 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 Ministry of Business, Innovation & Employment 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 Ministry of Business, Innovation and Employment provides:

#### An information service

This is free. It is available by contacting the Ministry of Business, Innovation and Employment or by phoning toll free 0800 209020. The Ministry's Employment Relations Service's internet address is <http://employment.govt.nz/er/>.

#### Mediation Service

The Mediation Service is a free and independent service available through the Ministry of Business, Innovation and Employment. 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.*

## 8.2 Personal Grievance

Sections 103 to 110 are reproduced below from Part 9 of the Employment Relations Act 2000.

### 103 Personal Grievance

- (1) For the purposes of this Act, personal grievance means any grievance that an employee may have against the employee's employer or former employer because of a claim-
- (a) that the employee has been unjustifiably dismissed; or
  - (b) that the employee's employment, or 1 or more conditions of the employee's employment (including any condition that survives termination of the employment), is or are or was (during employment that has since been terminated) affected to the employee's disadvantage by some unjustifiable action by the employer; or
  - (c) that the employee has been discriminated against in the employee's employment; or
  - (d) that the employee has been sexually harassed in the employee's employment; or
  - (e) that the employee has been racially harassed in the employee's employment; or
  - (f) that the employee has been subject to duress in the employee's employment in relation to membership or non-membership of a union or employees organisation; or
  - (g) that the employee's employer has failed to comply with a requirement of Part 6A; or
  - (h) [*Repealed*].
- (2) For the purposes of this Part, a representative, in relation to an employer and in relation to an alleged personal grievance, means a person-
- (a) who is employed by that employer; and
  - (b) who either-
    - (i) has authority over the employee alleging the grievance; or
    - (ii) is in a position of authority over other employees in the workplace of the employee alleging the grievance.
- (3) In subsection (1)(b), unjustifiable action by the employer does not include an action deriving solely from the interpretation, application, or operation, or disputed interpretation, application, or operation, of any provision of any employment agreement.

### 103A Test of justification

- (1) For the purposes of section 103(1)(a) and (b), the question of whether a dismissal or an action was justifiable must be determined, on an objective basis, by applying the test in subsection (2).
- (2) The test is whether the employer's actions, and how the employer acted, were what a fair and reasonable employer could have done in all the circumstances at the time the dismissal or action occurred.
- (3) In applying the test in subsection (2), the Authority or the court must consider—
- (a) whether, having regard to the resources available to the employer, the employer sufficiently investigated the allegations against the employee before dismissing or taking action against the employee; and
  - (b) whether the employer raised the concerns that the employer had with the employee before dismissing or taking action against the employee; and
  - (c) whether the employer gave the employee a reasonable opportunity to respond to the employer's concerns before dismissing or taking action against the employee; and
  - (d) whether the employer genuinely considered the employee's explanation (if any) in relation to the allegations against the employee before dismissing or taking action against the employee.

- (4) In addition to the factors described in subsection (3), the Authority or the court may consider any other factors it thinks appropriate.
- (5) The Authority or the court must not determine a dismissal or an action to be unjustifiable under this section solely because of defects in the process followed by the employer if the defects were—
  - (a) minor; and
  - (b) did not result in the employee being treated unfairly.

#### 104 Discrimination

- (1) For the purposes of section 103(1)(c), an employee is **discriminated against in that employee's employment** if the employee's employer or a representative of that employer, by reason directly or indirectly of any of the prohibited grounds of discrimination specified in section 105, or by reason directly or indirectly of that employee's refusal to do work under section 28A of the Health and Safety in Employment Act 1992, or involvement in the activities of a union in terms of section 107,-
  - (a) refuses or omits to offer or afford to that employee the same terms of employment, conditions of work, fringe benefits, or opportunities for training, promotion, and transfer as are made available for other employees of the same or substantially similar qualifications, experience, or skills employed in the same or substantially similar circumstances; or
  - (b) dismisses that employee or subjects that employee to any detriment, in circumstances in which other employees employed by that employer on work of that description are not or would not be dismissed or subjected to such detriment; or
  - (c) retires that employee, or requires or causes that employee to retire or resign.
- (2) For the purposes of this section, detriment includes anything that has a detrimental effect on the employee's employment, job performance, or job satisfaction.
- (3) This section is subject to the exceptions set out in section 106.

#### 105 Prohibited grounds of discrimination for purposes of section 104

- (1) The prohibited grounds of discrimination referred to in section 104 are the prohibited grounds of discrimination set out in section 21(1) of the Human Rights Act 1993, namely-
  - (a) sex:
  - (b) marital status:
  - (c) religious belief:
  - (d) ethical belief:
  - (e) colour:
  - (f) race:
  - (g) ethnic or national origins:
  - (h) disability:
  - (i) age:
  - (j) political opinion:
  - (k) employment status:
  - (l) family status:
  - (m) sexual orientation.
- (2) The items listed in subsection (1) have the meanings (if any) given to them by section 21(1) of the Human Rights Act 1993.

**106 Exceptions in relation to discrimination**

- (1) Section 104 must be read subject to the following provisions of the Human Rights Act 1993 dealing with exceptions in relation to employment matters:
- (a) section 24 (which provides for an exception in relation to crews of ships and aircraft):
  - (b) section 25 (which provides for an exception in relation to work involving national security):
  - (c) section 26 (which provides for an exception in relation to work performed outside New Zealand):
  - (d) section 27 (which provides for exceptions in relation to authenticity and privacy):
  - (e) section 28 (which provides for exceptions for purposes of religion):
  - (f) section 29 (which provides for exceptions in relation to disability):
  - (g) section 30 (which provides for exceptions in relation to age):
  - (h) section 31 (which provides for exception in relation to employment of a political nature):
  - (i) section 32 (which provides for an exception in relation to family status):
  - (j) *[Repealed]*
  - (k) section 34 (which relates to regular forces and Police):
  - (l) section 35 (which provides a general qualification on exceptions):
  - (m) section 70 (which relates to superannuation schemes).
- (2) For the purposes of subsection (1), sections 24 to 35 of the Human Rights Act 1993 must be read as if they referred to section 104 of this Act, rather than to section 22 of that Act. In particular, -
- (a) references in sections 24 to 29, 31 and 32 of that Act to section 22 of that Act must be read as if they were references to section 104(1) ; and
  - (b) references in section 30 or section 34 of that Act –
    - (i) to section 22(1)(a) or 22(1)(b) of that Act must be read as if they were references to section 104(1)(a) ; and
    - (ii) to section 22(1)(c) of that Act must be read as if they were references to section 104(1)(b) ; and
    - (iii) to section 22(1)(d) of that Act must be read as if they were references to section 104(1)(c) .
- (3) Nothing in section 104 includes discrimination-
- (a) anything done or omitted for any of the reasons set out in paragraph (a) or paragraph (b) of section 73(1) of the Human Rights Act 1993 (which relate to measures to ensure equality); or
  - (b) preferential treatment granted by reason of any of the reasons set out in paragraph (a) or paragraph (b) of section 74 of the Human Rights Act 1993 (which relate to pregnancy, childbirth, or family responsibilities); or
  - (c) retiring an employee or requiring or causing an employee to retire at a particular age that has effect by virtue of section 149(2) of the Human Rights Act 1993 (which is a savings provision in relation to retirement ages specified in certain employment contracts).

**107 Definition of involvement in activities of union for purposes of section 104**

- (1) For the purposes of section 104, involvement in the activities of a union means that, within 12 months before the action complained of, the employee-
- (a) was an officer of a union or part of a union, or was a member of the committee of management of a union or part of a union, or was otherwise an official or representative of a union or part of a union; or
  - (b) had acted as a negotiator or representative of employees in collective bargaining; or
  - (ba) had participated in a strike lawfully; or
  - (c) was involved in the formation or the proposed formation of a union; or
  - (d) had made or caused to be made a claim for some benefit of an employment agreement either for that employee or any other employee, or had supported any such claim, whether by giving evidence or otherwise; or

- (e) had submitted another personal grievance to that employee's employer; or
  - (f) had been allocated, had applied to take, or had taken any employment relations education leave under this Act; or
  - (g) was a delegate of other employees in dealing with the employer on matters relating to the employment of those employees.
- (2) An employee who is representing employees under the Health and Safety in Employment Act 1992, whether as a health and safety representative or a site health and safety representative (as those terms are defined in that Act) or otherwise, is to be treated as if he or she were a delegate of other employees for the purposes of subsection (1)(g).

#### 108 Sexual harassment

- (1) For the purposes of sections 103(1)(d) and 123(d), an employee is sexually harassed in that employee's employment if that employee's employer or a representative of that employer-
- (a) directly or indirectly makes a request of that employee for sexual intercourse, sexual contact, or other form of sexual activity that contains-
    - (i) an implied or overt promise of preferential treatment in that employee's employment; or
    - (ii) an implied or overt threat of detrimental treatment in that employee's employment; or
    - (iii) an implied or overt threat about the present or future employment status of that employee; or
  - (b) by:
    - (i) the use of language (whether written or spoken) of a sexual nature; or
    - (ii) the use of visual material of a sexual nature; or
    - (iii) physical behaviour of a sexual nature,-
 directly or indirectly subjects the employee to behaviour that is unwelcome or offensive to that employee (whether or not that is conveyed to the employer or representative) and that, either by its nature or through repetition, has a detrimental effect on that employee's employment, job performance, or job satisfaction.
- (2) For the purposes of sections 103(1)(d) and 123(d), an employee is also sexually harassed in that employee's employment (whether by a co-employee or by a client or customer of the employer), if the circumstances described in section 117 have occurred.

#### 109 Racial harassment

- (1) For the purposes of sections 103(1)(e) and 123(d), an employee is racially harassed in the employee's employment if the employee's employer or a representative of that employer uses language (whether written or spoken), or visual material, or physical behaviour that directly or indirectly-
- (a) expresses hostility against, or brings into contempt or ridicule, the employee on the ground of the race, colour, or ethnic or national origins of the employee; and
  - (b) is hurtful or offensive to the employee (whether or not that is conveyed to the employer or representative); and
  - (c) has, either by its nature or through repetition, a detrimental effect on the employee's employment, job performance, or job satisfaction.

110 Duress

- (1) For the purposes of section 103(1)(f), an employee is subject to duress in that employee's employment in relation to membership or non-membership of a union or employees organisation if that employee's employer or a representative of that employer directly or indirectly-
- (a) makes membership of a union or employees organisation or of a particular union or employees organisation a condition to be fulfilled if that employee wishes to retain that employee's employment; or
  - (b) makes non-membership of a union or employees organisation or of a particular union or employees organisation a condition to be fulfilled if that employee wishes to retain that employee's employment; or
  - (c) exerts undue influence on that employee, or offers, or threatens to withhold or does withhold, any incentive or advantage to or from that employee, or threatens to or does impose any disadvantage on that employee, with intent to induce that employee-
    - (i) to become or remain a member of a union or employees organisation or a particular union or employees organisation; or
    - (ii) to cease to be a member of a union or employees organisation or a particular union or employees organisation; or
    - (iii) not to become a member of a union or employees organisation or a particular union or employees organisation; or
    - (iv) in the case of an employee who is authorised to act on behalf of employees, not to act on their behalf or to cease to act on their behalf; or
    - (v) on account of the fact that the employee is, or, as the case may be, is not, a member of a union or employees organisation or of a particular union or employees organisation, to resign from or leave any employment; or
    - (vi) to participate in the formation of a union or employees organisation; or
    - (vii) not to participate in the formation of a union or employees organisation.
- (1) In this section and in section 103(1)(f), employees organisation means any group, society, association, or other collection of employees other than a union, however described and whether incorporated or not, that exists in whole or in part to further the employment interests of the employees belonging to it.

These provisions are contained in Part 9 of the Employment Relations Act 2000 and can be accessed through the following link:

<http://www.legislation.govt.nz/act/public/2000/0024/latest/DLM60316.html>.

## Appendix A – Resource Teachers / Learning and Behaviour (RTL B)

- 1.1 The following provisions shall apply to RTL B in regard to the 2011 reorganisation of the RTL B Service to deal with the formation of new clustering arrangements and to provide an orderly process to retain employment opportunities.

For the purpose of the clauses below:

- (a) A 'lead school employer' is a school in a new or transformed cluster which has taken on the role of employing all RTL B within the new cluster.
- (b) A 'ceasing school employer' is a school that is ceasing to receive cluster resourcing for the RTL B they currently employ and which is therefore disestablishing existing RTL B positions.
- 1.2 When the new lead school employer is identified, and where it is not the current employing school, the ceasing school employer shall write to each RTL B it employs giving notice of disestablishment of her/his position from 27 January 2012.
- 1.3 Concurrently the new lead school employer will write to all permanent RTL B in ceasing employing schools in the transformed cluster and offer her/him an equivalent<sup>1</sup> RTL B position in the transformed cluster.
- 1.4 Where an RTL B accepts the offer from the lead school employer s/he shall be appointed to that position, subject to the provisions below.

RTL B who accept a position with a new lead school employer shall:

- (a) transfer on to a base salary step no less than currently received.
- (b) retain additional permanent unit(s) and/or management allowances allocated by the current employer under clauses 3.4 and 3.5 of the ASTCA for one year from the date of commencement with the new employer whilst the RTL B continues to hold an RTL B position in the new cluster.
- (c) retain additional fixed term unit(s) and/or management allowances allocated by the current employer under clauses 3.4 and 3.5 of the ASTCA for the lesser of the term of the appointment agreed or for a maximum of one year whilst the RTL B continues to hold an RTL B position in the new cluster.
- (d) retain payments made under the Isolation Allowance (clause 3.23), the Area Schools Priority Teacher Supply Allowance (clause 3.21) or the Staffing Incentive Allowance (clause 3.20) as long as they continue to be located in the school which attracts such allowances.
- (e) retain continuous service for leave purposes.

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### <sup>1</sup> Equivalent Position

An 'equivalent position' is a position that is:

- generally similar in role, duties and status; **and**
- requires similar qualifications, training, skills and experience but may have a different title/or unit allocation; **and**
- is in the same general locality; **and**
- is on terms and conditions of employment that are no less favourable than those that applied to the employee immediately before the offer of employment

- (f) retain any entitlement under clause 7.1 to receive full removal expenses upon moving out of an area school to another permanent position in the education service. Provided the criteria of service contained in clause 7.1 is met, the entitlement to full removal expenses shall also be paid, once only, to an RTLB who moves out of either a lead school employer or a host school, which is not an area school:
- (i) at the initiation of the lead school employer, to a new host school within the cluster but in a new housing district, or;
  - (ii) at the initiation of the RTLB, to another permanent position in the education sector.
- 1.5 (a) Permanent RTLB who decline the offer of employment from the lead school employer shall be deemed to be in disestablished positions and the normal surplus staffing entitlements in clause 2.13.4 shall apply except that, for the avoidance of doubt, the parties agree that;
- (i) those provisions pertaining to school mergers or closures shall not apply, and;
  - (ii) 2.13.2(e) does not apply.
- (b) The requirements relating to the refund of severance payments in clause 2.13.4(3)(f) and clause 2.13.4(4)(d) shall apply to RTLB taking up fixed term employment as well as permanent employment.
- 1.6 RTLB shall notify their ceasing employer and the new lead school employer of their decision to accept or decline the new position no later than 21 November 2011 and, if they decline it, which option they have chosen no later than 27 January 2012.
- 1.7 Any position remaining unfilled after this process will be part of a normal appointment process (clause 2.2 of this Agreement refers).
- 1.8 RTLB who are or who become housed in host schools which attract the Isolation Allowance, the Area Schools Priority Teacher Supply Allowance, or the Staffing Incentive Allowance, shall also be entitled to such allowances, provided that these allowances are not payable in respect of both the lead and host school.
- 1.9 For the purposes of this variation those RTLB employed in a fixed term position which will extend beyond 28 January 2012 will be offered employment to an equivalent RTLB position with the new lead employer for a fixed term corresponding with the remaining period of their original fixed term position.
- 1.10 Coverage  
The parties agree to vary clause 1.3 ASTCA as follows:
- 1.3.1 *This agreement covers teachers (excluding principals) employed in area schools and RTLB referred to in clause 1.3.2(c) below.*
- 1.3.2(c) *Those RTLB who are no longer covered by clause 1.3.2(a) of this collective agreement after 28 January 2012 (but who were covered by it as at 27 January 2012) and who accept employment in the new lead employing school, so long as they remain employed as an RTLB with that lead school employer, and retain their union membership as at 27 January 2012.*
- 1.11 Remuneration Cluster Managers and RTLB Lead Practitioners  
The parties agree to vary Part Three ASTCA by adding the following clauses:
- 3.29 *Leadership Payments*  
*Boards with lead school responsibility for RTLB employed within a cluster will be entitled in any one school year, to a number of leadership payments of \$2,000 generated by formula in the relevant staffing order. The Board will allocate these leadership payments to the cluster manager or any RTLB with designated responsibility for providing leadership.*

3.30 *Cluster Manager Remuneration*

*The remuneration of a permanent full-time cluster manager appointed to a Ministry of Education approved RTLB cluster shall comprise of:*

- *A base salary as per clause 3.1.1*
- *An allowance equivalent to the Special Duties Increment Allowance paid to all RTLB (clause 3.17)*
- *One unit per annum (as per clause 3.4.2)*
- *Any leadership payments allocated under clause 3.29 above.*

## Schedule 1 – Professional Standards for Area School Teachers – Criteria for Quality Teaching

Dimension	Beginning Classroom Teachers	Classroom Teachers	Experienced Classroom Teachers
	Beginning Teachers meet the New Zealand Teachers Council criteria for provisional registration as a teacher. Beginning teachers work under the guidance of others. They undertake “advice and guidance” programmes to assist in the development of the competencies required for full registration	Classroom Teachers have taught for at least two years, have met the New Zealand Teachers Council criteria for full registration. Classroom teachers are competent in the performance of their day-to-day teaching responsibilities.	Experienced Classroom Teachers are highly skilled practitioners and classroom managers. Their teaching methods are well developed and they employ an advanced range of strategies for motivating students and engaging them in learning. In environments where it is possible, they support and provide assistance to colleagues.
Professional Knowledge	are expanding knowledge, with advice and guidance, in: <ul style="list-style-type: none"> <li>the practical application of curriculum, learning and assessment theory</li> <li>current issues and initiatives in education, including Māori education</li> </ul>	are competent in relevant curricula demonstrate a sound knowledge of current learning and assessment theory demonstrate a sound knowledge of current issues and initiatives in education, including Māori education	demonstrate a significant depth of knowledge in the theory and practical application, where appropriate, of: <ul style="list-style-type: none"> <li>curricula relevant to their teaching speciality(ies)</li> <li>learning and assessment theory and developments</li> <li>the current issues and initiatives in education, including Māori education</li> </ul>
Professional Development	are receiving professional support and encouragement to successfully: <ul style="list-style-type: none"> <li>participate in available professional development opportunities appropriate to individual needs and school priorities including opportunities relating to the Treaty of Waitangi</li> </ul>	demonstrate a commitment to their own ongoing learning participate individually and collaboratively in professional development activities continue to develop understandings of the Treaty of Waitangi	demonstrate a high level of commitment to: <ul style="list-style-type: none"> <li>further developing their own knowledge and skills</li> <li>encouraging and assisting colleagues in professional development</li> <li>further developing understandings of the Treaty of Waitangi</li> </ul>
Teaching Techniques	are, with professional guidance, developing effective strategies in regard to: <ul style="list-style-type: none"> <li>programme planning and assessment design</li> <li>teaching techniques</li> <li>development and appropriate use of teaching resources</li> <li>use of currently-available technologies</li> <li>evaluation and reflection on teaching techniques and strategies</li> </ul>	plan and use appropriate teaching programmes, strategies, learning activities and assessments demonstrate flexibility in a range of effective teaching techniques make use of appropriate technologies and resources impart subject content effectively evaluate and reflect on teaching techniques and strategies with a view to improvement	demonstrate expertise and refined strategies in: <ul style="list-style-type: none"> <li>the development and practice of teaching programmes and resources, learning activities and assessment regimes</li> <li>highly effective teaching techniques</li> <li>evaluation, appraisal and reflection on their own and others’ teaching practices with positive outcomes</li> </ul>

Dimension	Beginning Classroom Teachers	Classroom Teachers	Experienced Classroom Teachers
Student Management	<p>are developing sound understandings and strategies, within the confines of available resources, to:</p> <ul style="list-style-type: none"> <li>manage student behaviour</li> <li>recognise individual learning needs</li> <li>develop positive and safe physical and emotional environments</li> <li>recognise diversity</li> </ul>	<p>manage student behaviour effectively</p> <p>establish constructive relationships with students</p> <p>be responsive to individual student needs</p> <p>develop and maintain a positive and safe physical and emotional environment</p> <p>create an environment which encourages respect and understanding</p> <p>maintain a purposeful working environment</p>	<p>demonstrate expertise and refined strategies in:</p> <ul style="list-style-type: none"> <li>the development and maintenance of environments which enhance learning by recognising and catering for the learning needs of a diversity of students</li> <li>managing student behaviour effectively</li> </ul>
Motivation of Students	<p>are receiving professional guidance and demonstrating increasing competence in:</p> <ul style="list-style-type: none"> <li>setting expectations which promote learning</li> <li>effective techniques in student motivation</li> </ul>	<p>engage students positively in learning</p> <p>establish expectations which value and promote learning</p>	<p>demonstrate a high level of effectiveness in:</p> <ul style="list-style-type: none"> <li>encouraging positive school-wide engagement in learning</li> <li>fostering and practising cultures of learning and achievement</li> </ul>
Te Reo me ona Tikanga	<p>are expanding knowledge and developing sound skills, with advice and guidance in:</p> <ul style="list-style-type: none"> <li>accurate pronunciation of basic Māori vocabulary</li> <li>common greetings and waiata</li> <li>basic Māori protocols</li> </ul>	<p>continue to develop understandings and skills in the appropriate usage and accurate pronunciation of Te Reo Māori</p> <p>demonstrate an understanding of basic Māori protocols when opportunities arise</p>	<p>demonstrate commitment to the promotion in education of:</p> <ul style="list-style-type: none"> <li>the appropriate and accurate use of Te Reo Māori</li> <li>the adoption of Māori protocols where appropriate</li> </ul>
Effective Communication	<p>are demonstrating, with the support of senior staff, growing ability to successfully:</p> <ul style="list-style-type: none"> <li>communicate effectively with students, families, whanau and caregivers</li> <li>report on student progress</li> <li>share information with colleagues</li> </ul>	<p>communicate clearly and effectively in either or both of the official languages of New Zealand</p> <p>provide appropriate feedback to students</p> <p>communicate effectively with families, whanau and caregivers</p> <p>share information with colleagues</p>	<p>demonstrate particular skill and success in:</p> <ul style="list-style-type: none"> <li>communicating effectively with students</li> <li>reporting on student achievement to students, families, whanau and caregivers</li> <li>inter-staff communications</li> </ul>
Support for and Co-operation with Colleagues	<p>are receiving professional support and encouragement to successfully:</p> <ul style="list-style-type: none"> <li>build professional relationships</li> <li>contribute where appropriate to professional development activities</li> </ul>	<p>maintain effective working relationships with colleagues</p> <p>support and provide assistance to colleagues in improving teaching and learning</p>	<p>demonstrate a high level of commitment to:</p> <ul style="list-style-type: none"> <li>encouraging and fostering effective working relationships with and between others</li> <li>providing support and assistance to colleagues where appropriate</li> </ul>
Contribution to Wider School Activities	<p>are demonstrating a willingness to be involved in activities which contribute positively to the life of the school.</p>	<p>contribute positively to the life of the school and its community</p>	<p>contribute towards the effective functioning of the total school operation, including the school's relationship with parents and the wider community</p>

## Unit Holders

The following are *indicative* standards to apply to unit holders who have assumed specified leadership, pastoral, administrative or task-specific responsibilities as required by the job description attached to (or describing the responsibilities and tasks attached to) their unit(s). In respect of any classroom teaching duties, they will be assessed against the appropriate level of the *teacher* professional standards.

In addition, they must meet the following standards, where they are applicable, in respect of their leadership responsibilities. Standards which are not applicable should be disregarded.

## Resource Management

- Effectively and efficiently use available resources, including financial resources and assets, within delegated authorities, to support learning outcomes for students.

## Staff and Student Management

- Represent and communicate effectively, to a range of audiences, the goals and tasks of the department, faculty or area of responsibility
- Participate in and where appropriate contribute to the school's performance management system
- Provide effective advice and guidance to other members of the staff
- Monitor teacher/student relationships and provide advice and support when required
- Communicate effectively with students and staff

## Professional Leadership

- Understand the aims of and display competence in the area of responsibility
- Provide professional leadership to staff within the delegated area(s) of responsibility
- Make constructive contributions, where applicable, to the management of the school
- Demonstrate a high level of awareness of educational developments and changes, particularly in the area(s) of responsibility
- Undertake appropriate professional development to enhance individual expertise in areas of management, administration and education
- Identify and act on opportunities for improving teaching and learning
- Ensure the procedures for making decisions in the area of responsibility are consistent with national guidelines and with the school's policies
- Ensure that changing social and cultural factors affecting the school's community are reflected in the policies and programmes of the delegated area(s) of responsibility
- Foster positive relationships between the school and all sectors of the community

## Guidance Counsellors

- In the case of guidance counsellors the appropriate standards are applied in the context of their student case work
- The Secretary for Education's PMS 5 notice (November 1997) will apply for reference

## Schedule 2 – Dealing with Sexual Harassment

Sexual harassment is not acceptable to the Institute or Association. Ways of dealing with it in the workplace are set out in the chart.

The offence given by the harassment is to be judged by the complainant. Principals must consider complaints seriously and sympathetically, ensuring that no victimisation of the complainant occurs.

A school's board of trustees must have policies and procedures to eliminate sexual harassment in the school. The school charter requires that there are appropriate and proper procedures to handle complaints.

**Human Rights Act 1993:** Sexual harassment is a type of sex discrimination which may impair the employee sufficiently to the detriment of work performance. Harassment thus "causes an employee to be subjected to detriment in terms of Section 15" of the Act, "because such harassment takes away from the employee equal employment opportunities, by creating a working environment in which that employee's ability to perform is impaired". The Human Rights Commissioner may investigate, act as conciliator or decide on civil proceedings before the Equal Opportunities Tribunal (see Human Rights Commission Act 1977, Part III, Sections 34, 37, 38).

**Personal grievance and sexual harassment:** Personal grievance can be a remedy for sexual harassment (see Part Eight of the agreement).

A complainant may choose to seek remedies either through the personal grievance procedures or the Human Rights Commissioner, but not through both.

### Schedule 3 – Service Increment

As provided in clause 3.18.9 the acquisition of an additional qualification before the service increment is payable is not a requirement for the following categories of teacher:

- (a) Teachers confirmed in the former List B on 1 February 1971;
- (b) Teachers serving at 1 February 1971, who translated from the former Qualification Group B1 to Group IIIb, and who were at that date classified in the former List A, are automatically exempted from the qualification criterion and are eligible for the granting of the service increment on satisfying the service criterion only;
- (c) Trained teachers appointed to permanent positions on or after 1 February 1974, who were employed in the state secondary teaching service before 1 February 1971 and at that time satisfied the requirements for entry to the former List B (or the earlier Grade III) are required to serve five years on the maximum of the base scale before they may be paid the service increment but are not required to gain an additional qualification;
- (d) Non-graduate teachers who satisfied the five years' service requirement between 1 February 1976 and 1 February 1979 and who had enrolled for the papers leading to the Service Increment Certificate before or at the beginning of the 1979 academic year may be paid the service increment retrospectively to the date at which they completed the five-year service requirement; subject to the requirements for the issue of the Service Increment Certificate having been satisfied, and also the certificate having been completed within five years of the teacher's commencing study for it. Non-graduate teachers outside the scope of this provision will be paid the service increment only when the service and qualification criteria have been met, i.e. the retrospective payment provision does not apply to non graduate teachers who met the five year service criterion after 1 February 1979.

## Signatories

Signed at Wellington on 13 May 2016

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Jane Porter  
Campaign Lead  
NZEI Te Riu Roa

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Jane Benefield  
Advisory Officer  
PPTA Te Wehengarua

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Roanna Chan  
Principal Industrial Relations Adviser  
for Secretary for Education

Witnessed by

Jane McManam on  
For NZSTA