

Terms of Settlement

Area School Teachers' Collective Agreement

Introduction

This document sets out the agreed components of the settlement of the Area School Teachers' Collective Agreement 2011-2013 (ASTCA). This agreement has been settled by the Secretary for Education, and the New Zealand Education Institute Te Riu Roa (NZEI) and Post Primary Teachers' Association (PPTA) and shall be subject to ratification by NZEI and PPTA members covered by the ASTCA pursuant to section 51 of the Employment Relations Act 2000.

The document comprises the following elements of the settlement and attachments which provide specific clauses/changes to the provisions of the 2007-2010 ASTCA. Full details of each provision are contained in this document.

This agreement is effective from the date the ASTCA is signed and will expire on 29 March 2013.

The expectation is that the ratification process will be concluded by 31 May 2011, or earlier if possible. The parties will work together to ensure the new collective agreement is ready to be signed on, or before, 31 May 2011.

1. Lump Sum Payment

All teachers who are covered by the ASTCA at the date the ASTCA is signed shall be entitled to receive a one-off gross payment of \$300 (pro-rata for part-time teachers as at the date of signing the collective agreement).

Teachers who were covered by this collective agreement at the date the ASTCA is signed and who are on approved leave under Part 5 of the ASTCA at the date the ASTCA is signed shall be entitled to receive the payment on their return to their permanent positions provided that they return on or before 28 January 2012 (Start of the 2012 school year).

Short-term relievers as at 5pm on the date the ASTCA is signed who are covered by this collective agreement at the date the ASTCA is signed shall be entitled to receive the payment pro-rata based both on their employment status and on the number of school days (128) immediately prior to the date ASTCA is signed for which they have been employed.

No teacher may receive more than \$300 gross in total.

2. Base Scale Salary

Base scale salary adjustments as recorded below form the date the ASTCA is signed.

Step	ASTCA 2007-10	ASTCA 2011 - 2013
A1	\$30,000	\$30,825
A2	\$31,305	\$32,166
A3	\$33,914	\$34,847
A4	\$36,523	\$37,527
A5	\$40,434	\$41,546
A6	\$44,348	\$45,568
A7	\$45,653	\$47,023
A8	\$47,610	\$49,038
A9	\$50,217	\$51,724
A10	\$54,132	\$55,621
A11	\$58,044	\$59,500
A12	\$63,392	\$64,500
A13	\$65,609	\$67,413
A14	\$68,980	\$71,000

3. Appointments

From the beginning of term three of the 2011 school year:

- Enable fulltime teachers to reduce their hours without re-advertising the position, subject to their board's agreement.

Note: The parties agree to develop joint administrative guidance within 6 months of settlement for schools to support the implementation of this change

Refer to clause 2.2 attached

4. Retirement Savings Scheme

From the date of settlement amend the retirement savings provisions to reflect teacher eligibility to join Kiwisaver schemes in accordance with the terms of those schemes, the closure of the Teachers' Retirement Savings Scheme to new members, and restrictions on Kiwisaver contributions where government or employer contributions are made to another retirement or superannuation scheme of which the teacher is a member.

Refer to clause 2.12 attached.

5. Kapa Haka and Polyfest attendance

There is a new entitlement to teacher relief days in the Secondary Teachers' Collective Agreement for teachers to attend Kapa Haka and Polyfest Competitions with their students. Seventy of these days will be allocated to the national biennial Kapa Haka contest in the year the contest is being held. Thirty teacher relief days will be allocated to Polyfest competitions, which are held annually.

These days will be available to area or secondary school teachers who are organisers of these contests in the year they are being held.

The allocation and co-ordination of this new entitlement will be administered by the PPTA, in the same manner that the existing entitlement to relief teaching for the organisers of Kapa Haka is administered. The applications are verified, approved and notification sent to the Ministry of Education (Resourcing Division).

Refer to clause 2.17 attached.

6. Overseas Teacher Time Allowance

The existing provisions relating to the Overseas Teacher Time Allowance will continue to apply except that a board will be able to apply for the allowance within the first twelve months of an overseas teacher's employment, rather than within the first ten weeks of employment.

Note: This is to ensure that overseas teachers are not disadvantaged by a delay in the application and/or approval of the application within the proscribed 10 week period.

Refer to clause 2.18 attached.

7. H Notations and Qualifications for salary purposes

The H notations are amended for clarity.

- Add to Note 1 that Level 8 qualifications shall contain at least 72 credits at level 8.
- Add a new Note 2 – "Overseas teachers' who are assessed by 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 H2."
- Consequential renumbering of Note 3 to 4

Refer to clause 3.2 attached

8. Relevant Work Experience other than Teaching

The parties agree to clarify that the recognised and appropriate vocational qualification applicable to the half credit for relevant work experience shall be at least NQF level 5.

Add a new clause - A one third credit for relevant work experience; service will be counted from the completion of a recognised and appropriate NQF level 4 vocational qualification.

Refer to clause 3.2.2 attached.

The parties agree that this credit shall apply only to teachers first appointed to a teaching position on or after the date the ASTCA is signed. In addition, the parties agree that this credit shall also apply to teachers who meet the criteria of the clause and who graduated from the two year technology secondary teacher qualification targeting technology recruitment from 1 October 2010.

9. Units

The parties agree to amend the wording of clause 3.4.1 as follows.

3.4.1 Boards 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.

Refer to clause 3.4.1 attached.

10. Middle Management Allowances

From the beginning of the 2012 school year, 100 additional Middle Management Allowances (MMA's) will be generated and distributed by formula in the Staffing Order. These allowances can be allocated by the employer, following consultation with its teaching staff, to teachers who meet the criteria outlined in clause 3.5.2.

From the beginning of the 2013 school year, a further 100 Middle Management Allowances will be generated and distributed by formula in the Staffing Order. These allowances can be allocated by the employer, following consultation with its teaching staff, to teachers who meet the criteria outlined in clause 3.5.2.

The primary focus of the additional MMA's will be the medium to large schools.

The new formula required for the distribution of the additional MMAs will be developed by the Ministry in consultation with PPTA, NZEI and NZSTA.

Associated with this is a change to the number of MMA's that can be allocated fixed term in 3.5.1 from 30% to 40% and an increase in the number that can be allocated in 3.5.3 from 15% to 20%.

Refer to clause 3.5 attached.

11. Māori Immersion Teachers Allowance (MITA)

From the start of the 2012 school year:

- Provide an additional \$1,000 per annum on top of the MITA allowance for teachers (including those with a Limited Authority to Teach) in Level 1 immersion with 5 years continuous service as a Level 1 immersion teacher.
- Extend payment to qualifying part time staff on a pro rata basis
- Update the payment time threshold from "31% of their time" to "at least six hours per week" and clarify that the allowance applies to all three levels of Māori Immersion programmes
- Delete the \$1,500 MITA payment for non-registered teachers.

Refer to clause 3.14 attached.

12. Associate Teacher Allowance

The Associate Teacher Allowance of \$3.20 per student will be the minimum rate for the allowance. Where a rate above the minimum rate is to be paid the rate shall be consistent with arrangements made between the provider and the Board.

Refer clause 3.15 attached.

13. Tutor Teacher Allowance

From 28 January 2012 the Tutor Teacher Allowance 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 will increase to \$4,000.

Refer clause 3.16 attached.

14. Relievers

From the beginning of term three 2011 school year the definition of short term and long term relievers will change so that the Step 10 salary cap only applies to teachers relieving for periods of less than three weeks.

Include a statement in the ASTCA that affirms that the professional responsibilities of a long term reliever are the same as a permanent teacher.

Refer to clauses 3.27.1, 3.27.2 and 3.27.3 attached.

15. Field Allowance

From date of settlement:

- Change the name of the Field Allowance to Camp Allowance

From term 4 2011:

- Increase the Camp Allowance to \$25 per day.
- Delete entitlement to the Incidental Allowance [clause 6.1.1(c)] whilst in receipt of the Camp Allowance

Refer clause 6.3 attached.

16. Transfers and Removals

From date of settlement introduce wording in Part 7 regarding lump sum payments.

Refer to Part 7 attached.

The parties acknowledge that the intent of Part 7 is that reimbursements will be made for costs in relation to the sale and purchase of the teachers' primary place of residence and not for holiday homes or investment properties but note that, in giving effect to the intention of the clause, consideration may be given to an individual teacher's circumstances.

17. Definition of an Area School.

The parties have discussed the coverage of the ASTCA and are in common agreement that this matter needs to be resolved. The parties will work together during the term of this collective agreement to achieve resolution.

18. Technical Matters

Technical matters as 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 2011-2013.

Signatures

Signed in Wellington on 23 May 2011

Jane Porter
Lead Organiser
NZEI Te Riu Roa

Jane Benefield
Advisory Officer
PPTA

Tony O'Rourke
Industrial Adviser
For Secretary for
Education

Witnessed by

Colin Davies
Manager Services Delivery
NZSTA