

Annexe 1: Remuneration

3.1.1 The following salary scales are payable to teachers covered by the Agreement.

3.1.2 Base Salary Scale – Trained Teachers

This base salary scale applies to all certificated teachers (including Provisionally Certificated and Subject to Confirmation categories but not Limited Authority to Teach) by the Teaching Council of Aotearoa New Zealand as they are considered, for the purposes of this clause, to be trained and qualified as teachers to teach in NZ.

Unified Base Salary Scale for Trained Teachers									
\$	Qualificati on-Group Notations	Rates effectiv e-2 March 2018	\$	Qualificati on-Group Notations	Rates effectiv e 1-July 2019	\$	Qualificati on-Group Notations	Rates effectiv e 1-July 2020	Rates effectiv e 1-July 2021
A3	H1E	\$38,154	1	-	-	-	-	-	-
A4	H2E	\$41,085		-	-	-	-	-	-
A5	-	\$45,485		H1E, H2E, H3E	\$48,410	4	H1E, H2E, H3E	\$49,862	\$51,358
A6	H3E	\$49,888	2	-	\$50,470	2	-	\$51,984	\$53,544
A7	H3+E	\$51,525	3	H3+E	\$52,736	3	H3+E	\$54,318	\$55,948
A8	H4E	\$53,473	4	H4E	\$54,796	4	H4E	\$56,440	\$58,133
A9	H5E	\$56,627	5	H5E	\$58,247	5	H5E	\$59,994	\$61,794
A10	H1M	\$60,700	6	H1M	\$62,000	6	-	\$63,860	\$65,776
A11	H2M	\$64,925	7	H2M	\$66,100	7	-	\$68,000	\$70,040
A12	-	\$70,235	8	-	\$71,000	8	-	\$73,000	\$75,190
A13	H3M	\$73,650	9	H3M	\$75,200	9	-	\$77,100	\$79,413
A14	H3+M, H4M, H5M	\$78,000	10	H3+M, H4M, H5M	\$80,500	10	H1M, H2M, H3M	\$83,000	\$85,490
-	-	-	-	-	-	11	H3+M, H4M, H5M	\$87,000	\$90,000

Unified Base Salary Scale for Trained Teachers

<u>STEP</u>	<u>QUALIFICATION GROUP NOTATIONS</u>	<u>Current Rates</u>	<u>Rates effective from the date the agreement is signed (+\$4,000)</u>	<u>Rates after 12 months (+\$2,000)</u>
<u>1</u>	<u>H1E, H2E, H3E</u>	<u>\$51,358</u>	<u>\$55,358</u>	<u>\$57,358</u>
<u>2</u>		<u>\$53,544</u>	<u>\$57,544</u>	<u>\$59,544</u>
<u>3</u>	<u>H3+E</u>	<u>\$55,948</u>	<u>\$59,948</u>	<u>\$61,948</u>
<u>4</u>	<u>H4E</u>	<u>\$58,133</u>	<u>\$62,133</u>	<u>\$64,133</u>
<u>5</u>	<u>H5E</u>	<u>\$61,794</u>	<u>\$65,794</u>	<u>\$67,794</u>
<u>6</u>		<u>\$65,776</u>	<u>\$69,776</u>	<u>\$71,776</u>
<u>7</u>		<u>\$70,040</u>	<u>\$74,040</u>	<u>\$76,040</u>
<u>8</u>		<u>\$75,190</u>	<u>\$79,190</u>	<u>\$81,190</u>
<u>9</u>		<u>\$79,413</u>	<u>\$83,413</u>	<u>\$85,413</u>
<u>10</u>	<u>H1M, H2M, H3M</u>	<u>\$85,490</u>	<u>\$89,490</u>	<u>\$91,490</u>
<u>11</u>	<u>H3+M, H4M, H5M</u>	<u>\$90,000</u>	<u>\$94,000</u>	<u>\$96,000</u>

Note: where a teacher has been on their maximum step for three years, they may be entitled to the Service Increment under clause 3.18.

3.4 Base Scale – Untrained Teachers

This scale shall apply to teachers who are employed with a Limited Authority to Teach.

<u>Step</u>	<u>Rates effective 2 March 2018</u>	<u>Rates-effective 1 July 2019</u>	<u>Rates-effective 1 July 2020</u>	<u>Rates-effective 1 July 2021</u>
<u>1</u>	<u>\$33,748</u>	<u>\$40,491</u>	<u>\$41,706</u>	<u>\$42,957</u>
<u>2</u>	<u>\$35,215</u>	<u>\$42,232</u>	<u>\$43,499</u>	<u>\$44,804</u>
<u>3</u>	<u>\$38,151</u>	<u>\$44,175</u>	<u>\$45,500</u>	<u>\$46,865</u>
<u>4</u>	<u>\$41,085</u>	<u>\$46,384</u>	<u>\$47,775</u>	<u>\$49,209</u>

<u>Step</u>	<u>Printed rate 1 July 2021</u>	<u>Current Rates from April 1 2022</u>	<u>Rates effective from the date the agreement is signed</u>	<u>Rates effective after 12 months</u>
<u>1</u>	<u>\$42,957</u>	<u>\$44,096</u>	<u>\$49,192</u>	<u>\$51,192</u>
<u>2</u>	<u>\$44,804</u>	<u>\$44,804</u>	<u>\$50,592</u>	<u>\$52,592</u>
<u>3</u>	<u>\$46,865</u>	<u>\$46,865</u>	<u>\$51,992</u>	<u>\$53,992</u>
<u>4</u>	<u>\$49,209</u>	<u>\$49,209</u>	<u>\$53,209</u>	<u>\$55,209</u>

Salary groups for level 8/9 qualifications

3.1.3

...

H3+ for teachers who hold a current practising certificate issued by the Teaching Council of Aotearoa New Zealand and:

- a subject or specialist level 7 qualification on the NZQF (i.e. not an initial teacher education qualification) which can be a Diploma (excluding a National Diploma), Graduate Diploma or Degree; or
- an ~~honours degree of teaching~~ initial teacher education qualification at level 8 on the NZQF; or
- equivalent overseas qualifications recognised by the NZQA or an overseas qualification where NZQA has determined that the qualification has level 7 (graduate) study in a subject or specialist area(s) i.e. any area of study that is not initial teacher education.

3.1.3 Trade Qualification for H3+

Where an area school teacher predominantly teaching years 7-13 holds a qualification listed in clause 9 of Appendix 7, or its equivalent, which does not have a level 7 subject or specialist qualification on the NZQF available and they have completed 6000 hours of work experience in their applicable trade, they shall be placed in H3+.

Appendix 7, clause 6.1 (e)

Trade work experience used to establish the teacher's salary qualification group (6,000 hours) will not be recognised as relevant work for the purposes of determining salary on appointment. Relevant trade work experience in excess of 6,000 hours will be recognised as relevant work for the purposes of determining salary on appointment.

Appendix 7, clause 9

Vocational/trade qualifications for group H3+ (see clause 3.1.3 for eligibility).

- NZ Certificate in Building, Engineering, Quantity Surveying or Draughting
- Advanced Technical Trade Certificate
- Higher Technical Trade Certificate plus Advanced Trade Certificate
- Advanced Trade Certificate

H4 for teachers who hold a current practising certificate issued by the Teaching Council of Aotearoa New Zealand and:

- a subject or specialist level 8 qualification on the NZQF; or
- two subject or specialist level 7 qualifications on the NZQF (as listed above); or
- an ~~masters degree of teaching~~ initial teacher education qualification at level 9 teaching on the NZQF; or
- equivalent overseas qualifications recognised by the NZQA.

H5 for teachers who hold a current practising certificate issued by the Teaching Council of Aotearoa New Zealand and:

- a subject or specialist level 9 qualification on the NZQF —~~honours or masters~~; or
- equivalent overseas qualifications recognised by the NZQA.

Annexe 2: Pastoral Care time allowances

3.34 Pastoral Care time allowances

The following provisions apply where the person appointed to the role is a teacher predominantly teaching years 7 to 13 classes

- 3.34.1 From the start of the 2024 school year, 367 pastoral care time allowances of 0.25 FTTE will be available for allocation.
- 3.34.2 Criteria for accessing the allowance and other administrative requirements will be developed by the parties prior to the allowances coming into effect.
- 3.34.3 A teacher who has a role with specific leadership or responsibility for the pastoral care of students may be allocated a pastoral care time allowance. Individual teachers may be allocated up to a maximum of two allowances in accordance with the school's timetable policy.
- 3.34.4 The allocated time allowance(s) will be used for the purpose of pastoral guidance or career guidance of students and are to be allocated for the general administration or management of pastoral care systems.
- 3.34.5 Each allowance allocated will reduce the teacher's timetabled contact hours and will be in addition to the non-contact hours under 4.2, or any other time allowances the teacher holds under the terms of this agreement or at the discretion of the employer.
- 3.34.6 Where the eligible duties are part of the teacher's ongoing role, any allowances will be permanent. Where duties are allocated for a specified period or project they will be for the term specified in writing by the employer.

Annexe 3: Classroom Release Time (CRT)

4.2 Maximum Timetabled Classroom Teaching Time

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. From the start of the 2024 school year the average maximum shall decrease to 23.5 hours 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. From the start of the 2024 school year the average maximum timetabled teaching time shall decrease to the equivalent of 0.94 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.
- (e) From 1 July 2024, a teacher who holds one or more permanent units shall have their average maximum timetabled time decrease by one hour per week.
- (a) Permanent Unit Holders
- (i) From 1 July 2024, every teacher who holds one or more permanent units shall receive one hour of classroom release time per week. This is in addition to the classroom release time entitlements set out in 3.28.1 and 3.28.2.

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

A board in an approved Community of Learning | Kāhui Ako 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 of Learning | Kāhui Ako Leadership role.

Annexe 3: Māori Immersion Teaching Allowance

3.14 Māori Immersion Teacher Allowance

3.14.1 The purpose of this allowance is to give practical recognition to te reo Māori as a taonga to be actively protected under te Tiriti o Waitangi and to recognise the special and valued skills and knowledge kaiako must have to teach the curriculum through te reo Māori.

3.14.2 A teacher is eligible for an allowance described in 3.14.3 if they meet the minimum teaching time requirements in that clause and have the language proficiency necessary to teach the curriculum through te reo Māori for the period required by the language immersion level in which they are engaged.

3.14.3 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 (or for part time teachers, the equivalent of 30% of their timetabled hours) shall receive an allowance that relates to the highest language Level in which they are teaching and their years of service at that level as provided for in the table below.

	<u>Pre-2023 rates</u>	<u>Rates from 28 Jan 2023</u>	<u>Pre-2023 rates</u>	<u>Rates from 28 Jan 2023</u>	<u>Pre-2023 rates</u>	<u>Rates from 28 Jan 2023</u>
<u>Teaching time curriculum taught in Te Reo Māori</u>	<u>Level 1 (81% to 100%)</u>	<u>Level 1 (81% to 100%)</u>	<u>Level 2 (51% to 80%)</u>	<u>Level 2 (51% to 80%)</u>	<u>Level 3 (31% to 50%)</u>	<u>Level 3 (31% to 50%)</u>
<u>Base allowance</u>	<u>\$4,000</u>	<u>\$6,000</u>	<u>\$4,000</u>	<u>\$5,000</u>	<u>\$4,000</u>	<u>\$4,000</u>
<u>After 3 years' service</u>	<u>+\$2,000</u>	<u>+\$4,000</u>	<u>=</u>	<u>+\$2,000</u>		<u>=</u>
<u>Total after 3 years' service</u>	<u>\$6,000</u>	<u>\$10,000</u>		<u>\$7,000</u>		

<u>After 6 years' service</u>	<u>+\$4,000</u>	<u>+\$6,000</u>	<u>=</u>	<u>+\$3,000</u>		<u>=</u>
<u>Total after 6 years'</u>	<u>\$8,000</u>	<u>\$12,000</u>	<u>\$4,000</u>	<u>\$8,000</u>	<u>\$4,000</u>	<u>\$4,000</u>

3.14.4 Each allowance provided for in clause 3.14.3 will be pro-rated for part time teachers (based on the teacher's total timetabled hours).

3.14.5 A teacher can only receive one allowance i.e. they cannot receive a Level 1, a Level 2, and/or a Level 3 allowance concurrently. The employer will advise when a change of circumstances alters the allowance a teacher is eligible to receive.

3.14.6) Service for the payment of the Level 2 allowance shall include any teaching service at Level 1 Māori immersion only.

~~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 prorated 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.~~

Annexe 4: Pacific Bilingual Immersion Teaching Allowance

3.35 Pacific Bilingual and Immersion Teaching Allowance

3.35.1 The purpose of this allowance is to recognise the additional skills teachers must have to deliver teaching and learning through a Pacific language in a Pacific bilingual or immersion context in a school or kura.

3.35.2 A teacher is eligible for an allowance described in 3.35.3 if they meet the minimum teaching time requirements in that clause and have the language proficiency necessary to teach the curriculum in a Pacific language for the period required by the Pacific bilingual or language immersion level in which they are engaged.

3.35.3 From the beginning of the 2023 school year, all eligible teachers teaching in a Pacific language in a Pacific bilingual or immersion unit/programme/class [as defined by the Ministry in School Roll Return Guidelines shall receive the allowance that relates to the highest language Level in which they are teaching and their years of service teaching in a bilingual or immersion setting as provided for in the table below:

	<u>From start of year 2023</u>	<u>From start of year 2023</u>
<u>Teaching time that curriculum is taught in a Pacific language</u>	<u>Level 1 (81% to 100%)</u>	<u>Level 2 (51% to 80%)</u>
<u>Base allowance</u>	<u>\$4,000</u>	<u>\$4,000</u>
<u>After 3 years' service</u>	<u>+\$2,000</u>	<u>+\$1,000</u>
<u>Total after 3 years</u>	<u>\$6,000</u>	<u>\$5,000</u>
<u>After 6 years' service</u>	<u>+\$4,000</u>	<u>+\$2,000</u>
<u>Total after 6 years'</u>	<u>\$8,000</u>	<u>\$6,000</u>

3.35.4 Each allowance outlined in the table at 3.35.3 shall be pro-rated for part time teachers (based on the teacher's total hours).

3.35.5 A teacher can only receive one allowance i.e., they cannot receive a Level 1 and Level 2 allowance concurrently. The employer will advise when a change of circumstances alters the allowance a teacher is eligible to receive.

3.35.6 Service for the payment of the Level 2 allowance shall include any teaching service at Pacific or bilingual immersion Level 1 or Level 2. Service for the payment at Level 1 shall include any teaching service at Pacific or bilingual immersion Level 1 only.

Refreshment leave

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~~ short-term relief provided the total number does not exceed 10 days (or 50 hours) per term.

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

3.2 Resource Teachers – Salary on Appointment

3.2.1 Resource Teachers Learning and Behaviour (RTLb)

Subject to clause 3.2.4 below, a teacher appointed to a position of RTLb will be paid on the appropriate step on the base scale and will be entitled to a permanent unit as per clause 3.4.2.

3.2.2 Resource Teachers Māori (RTM)

- (a) From 1 July 2019 the entry step for RTM whose qualification group is H1, H2 or H3 will be step 9 and for RTM whose qualification group is H3+, H4 or H5 will be step 10.
- (b) From 1 July 2020 the entry step for RTM whose qualification group is H1, H2 or H3 will be step 10 and for RTM whose qualification group is H3+, H4 or H5 will be step 11.
- (c) Subject to clause 3.2.4 below, a teacher appointed to a position of RTM will be paid on the appropriate step on the base salary scale and will be entitled to a permanent unit on appointment as per clause 3.4.2.
- (d) Subject to clause 3.2.5 below, after 12 months continuous service in the role of RTM, the teacher will be entitled to an additional permanent unit.

3.2.3 Resource Teachers Literacy (RT:Lit)

- (a) From 1 July 2019 the entry step for RT:Lit whose qualification group is H1, H2 or H3 will be step 7 and for RT:Lit whose qualification group is H3+, H4 or H5 will be step 8.
- (b) Subject to clause 3.2.4 below, any RT:Lit previously employed as a Resource Teacher Reading (RTR) in a permanent position will be entitled to a permanent unit as per clause 3.4.2.
- (c) Subject to clause 3.2.3(d) and 3.2.4 below, any teacher appointed to a RT:Lit position who was not previously employed as a RTR will be entitled to a permanent unit from 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 date of their appointment as per clause 3.4.2.
- (d) Where an RT:Lit 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.

3.2.4 Unit on appointment

For all new appointments on or after 1 July 2019 if the teacher is employed in more than one position that would entitle them to a unit under clauses 3.2.1, 3.2.2(c), 3.2.3(b) and/ or 3.2.3(c) they will be entitled to a maximum of one permanent unit under these clauses paid as per clause 3.4.2.

3.2.5 Unit for continuous service – RTM

From 1 July 2019 teachers employed in more than one position that attracts the unit provided under 3.2.2(d) who are entitled to receive an additional permanent unit after 12 months continuous service will receive a maximum of one additional permanent unit.

Note: these units are provided separately in the Staffing Order i.e. not part of the entitlement units.

3.2.6 Discontinuation of RTM role

- (a) The role RTM will be discontinued, with effect from 1 July 2023, after which point no new RTM will be recognized. Clauses 3.2.2 and 3.2.5 will continue to apply to existing RTM who are not redeployed into other roles, prior to the agreement of transitional arrangements between the parties.
- (b) The parties agree to meet to form transitional arrangements for existing RTM prior to the discontinuation of the role on 1 July 2023.

Annexe 5: Cultural Leadership Allowance

3.36 Cultural Leadership Allowance

3.36.1 From Term 3 2023, the parties agree to introduce Cultural Leadership allowances. The purpose of this allowance is to build the cultural capability and expertise required of all teachers, for example a holder of the allowance may coach their peers in developing inclusive classroom environments and learning programmes that enhance Māori or Pacific students' learning, participation and wellbeing. These allowances will also help retain and further cultivate Māori and/or Pacific specialist expertise, knowledge and cultural leadership that already exists in schools and kura.

3.36.2 Each allowance will be \$5,000 per annum and is paid at the substantive rate to both part time and full-time teachers. However, with the agreement of the employer, the allowance and responsibilities may be equally shared between two teachers.

3.36.3 Criteria for accessing the allowance and other administrative requirements will be developed by the parties prior to July 2023. These criteria will be reviewed when the collective agreement expires.

Annexe 6: Reorganisation

Clause 2.3.1 and Appendix 5 – Surplus Staffing Procedures

2.3.1 (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 classification of a school that is initiated by the Secretary for Education, Minister of Education, or by operation of the Staffing Orders 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.

2.3.1(b) Where it is the employer, rather than the Secretary for Education, Minister of Education, or operation of the Staffing Orders, that has initiated the reorganisation, change, reduction or alteration, then other than when the employer is proposing to relinquish its role as RTLB Cluster Lead School Employer:

- (i) the employer must provide a written proposal as part of its consultation process with all potentially affected employees.
- ii) Where, following the consultation process, a teacher's position is to be disestablished or the number of allocated units are to be reduced, the teacher must receive at least two months notification of the change.
- (iii) Any teacher whose position is disestablished under these provisions will be entitled to select one of the options set out in clause 2.13.3.
- (iv) A teacher whose number of allocated units are reduced is entitled to the salary protection outlined in clause 2.13.5(b).

Note: see Appendix [9] for the procedure when an employer is proposing to relinquish its role as a RTLB Cluster Lead School Employer.

[renumber clause 2.13.1.b as clause 2.13.1.c.]

Appendix 5

5.1 Where a school ~~is required to~~ reduces staffing or alters 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.

Annexe 7: Sick leave

5.1 Sick Leave

5.1.1 Sick Leave Entitlement

a. From 30 January 2023 a teacher is entitled to sick leave on pay on account of sickness or injury as follows:

	<u>Entitlement</u>	<u>Accumulated entitlement</u>
<u>Upon first appointment to a teaching position in a state or state integrated school</u>	<u>20 days</u>	<u>20 days</u>
<u>6 months service</u>	<u>10 days</u>	<u>30 days</u>
<u>12 months service</u>	<u>10 days</u>	<u>40 days</u>
<u>18 months service</u>	<u>10 days</u>	<u>50 days</u>
<u>24 months service</u>	<u>10 days</u>	<u>60 days</u>
<u>30 months service</u>	<u>10 days</u>	<u>70 days</u>
<u>Each subsequent 12 months of completed continuous service</u>	<u>10 days</u>	<u>+10 days</u>

b. The amount of sick leave available shall be the teacher's accumulated entitlement as set out above, less the total amount of paid sick leave the teacher has taken during their aggregate teaching service.

c. For the purposes of sick leave, service is the aggregate of:

i. all full and part-time employment as a teacher in any state or state-integrated school; plus

- ii. any service granted under clause 5.1.2 below; and
- iii. all short-term relief worked in any state or state-integrated school on the basis that every 190 days or 950 hours equals one year of sick leave service.

d. The amount of sick leave available to a teacher returning to teaching service following a break in service will be the balance that applied on their last day of employment plus any additional entitlement that may be credited under clause 5.1.2. Any part-year employment completed prior to the break in service will be counted towards the timing of their next entitlement after return to service. Further entitlements will be granted when the teacher reaches the next entitlement threshold as outlined in clause [5.1.1a] above.

5.1.2 Recognition of other employment for additional sick leave purposes

a. Upon first appointment to a teaching position in a state or state integrated school, or following a break in service, the following employment outside of teaching service in state or state-integrated schools will be recognised for sick leave purposes:

i. Employment as a teacher in a New Zealand free kindergarten association, university, or polytechnic and/or employment as a teacher in Fiji, Cook Islands, Tonga, Samoa or Niue registered schools. For this purpose, permanent part-time employment and non-permanent employment that consists of employment for 20 hours or more per week will be recognised as full-time employment under this Agreement. Non-permanent part-time employment of less than 20 hours per week will be credited as follows:

- 80 hours are recognised as the equivalent of one month of employment under this Agreement, and
- 1000 hours are recognised as the equivalent of one year of employment under this Agreement.

i. Employment in the New Zealand Public Service and/or Armed Forces may be credited on such terms as the Secretary for Education may agree.

b. Any sick leave entitlement credited under clause 5.1.2a shall be reduced by the amount of sick leave taken during the applicable periods of employment.

5.1.3 Taking sick leave

a. A teacher, other than a short-term reliever, who has sick leave entitlement available under clause 5.1.1 may take sick leave on pay when they are absent because they are sick or injured or where the teacher's spouse, partner, or someone dependent on the teacher for care is sick or injured.

b. The employer may grant paid sick leave in advance from the teacher's next annual entitlement i.e., up to 10 days, which will be deducted from their next annual entitlement.

c. Teachers will have sick leave deducted from their entitlements set out in clause 5.2.1 above as follows:

- i. Sick leave is only deducted on days that the school is open for instruction, and on which the teacher would normally have worked.
- ii. For full time teachers sick leave will not be deducted for an absence that is less than two hours.

- iii. For part time teachers sick leave will not be deducted for an absence that is less than 25% of the hours normally worked on that day.

5.1.4 Sick leave for Short Term Relievers

- a. A short-term reliever who has accepted an offer of a period of short-term relief teaching and who cannot work on a day(s) during that period is entitled to paid sick leave for the day or hours they would have worked, provided they have sick leave entitlement available under clause 5.2.1.
- b. Short term relievers may use sick leave because they are sick or injured, or because their spouse, partner, or someone dependent on the short-term reliever for care is sick or injured.

5.1.5 Medical Evidence

- a. While a medical certificate will not normally be required for leave of within five consecutive calendar days, where it is considered warranted, an employer may require a teacher to produce a medical certificate or other evidence of sickness or injury satisfactory to the employer. If so, the employer will agree to meet the employee's reasonable expenses in obtaining proof.
- b. When more than five consecutive calendar days sick leave is taken a medical certificate from a registered health practitioner may be required to be provided to the employer. If the teacher cannot obtain a medical certificate other evidence of sickness or injury satisfactory to the employer may be provided.
- c. When a period of sick leave exceeds 14 working days the employer may require the teacher to:
 - i) provide a medical certificate from a registered health 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.
 - ii) obtain a second medical opinion from an independent registered health 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.

5.1.6 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, usually for a period of no more than six weeks, if:
 - i. the teacher's doctor recommends and provides a medical clearance for the return to work, and
 - ii. there would be no staffing or timetabling problems for the school.
- b. The daily hours the teacher does not work each week will be aggregated and deducted as sick leave as a proportion of the total hours they would usually work in that week.

5.1.7 Absences due to an injury or accident covered by the Accident Compensation Corporation

- a. When a teacher is absent on account of a work-related injury by accident that is covered by the Accident Compensation Corporation, no sick leave will be deducted for the period of absence.
- b. When a teacher is absent on account of a non-work-related injury by accident covered by the Accident Compensation Corporation the payment of earnings-related compensation plus the teacher's sick leave (where leave is available) will equal the teacher's normal remuneration.

5.1.8 Disregarded sick leave

(a) Disregarded sick leave not exceeding an overall aggregate of two years shall 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 listed in Part 1 of Schedule 1 of the Health Act 1956, and the teacher is either:
 - 1. complying with a written request or direction from a Medical Officer of Health under the Health Act 1956 to refrain from attending school for a specified period, or
 - 2. Is otherwise required by a relevant Public Health Order to refrain from attending school for a specified period; 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 service.

(b) Where sick leave has been deducted for any period granted as disregarded sick leave under 5.1.8(a)(i) to 5.1.8(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 above.

(d) Fixed term or relieving teachers shall only be granted disregarded sick leave, as provided for in 5.1.8(a) above, where they have been in continuous employment before the date of application.

5.1.9 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.
- a.—Clause 5.1.9b above will apply to all fixed term or relieving teachers who have completed at least 90 calendar days continuous service.

~~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.~~

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

~~(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 $T/P \times S = E$ 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.

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(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 Area School Teachers' Collective Agreement 2019-2022~~

~~(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.~~

Transitional provisions **Translation**

Translation from a teacher's current table-based entitlement to the proposed allocation shall occur on a date to be confirmed. Translation will be based on the years of service accrued under the teacher's current table-based entitlement and the corresponding allocation for the accrued years of service, less sick leave taken, but no teacher shall be allocated a sick leave balance of less than 10 days.

Examples of translation:

A teacher with 2 years of accrued service will have an accumulated entitlement of 46 days – this teacher will translate with 60 days accumulated entitlement; their sick leave balance will be the accumulated entitlement less the number of sick leave days taken during their accrued service.

A teacher with 5 years of accrued service will have an accumulated entitlement of 92 days – this teacher will translate with 90 days accumulated entitlement; their sick leave balance will be the accumulated entitlement less the number of sick leave days taken during their accrued service. Where a teacher has taken all 92 days they will be allocated 10 days sick leave (as this is the minimum balance teachers are allocated on translation), and they will receive a further 10 days on completion of a further 6 months service.

Appendix to CA (where appropriate)

<u>Current Table</u>		
<u>Accrued Years of Service</u>	<u>Entitlemen t</u>	<u>Accumulate d Entitlement</u>
<u>On appointmen t</u>	<u>7</u>	<u>7</u>
<u>0.5</u>	<u>24</u>	<u>31</u>
<u>1</u>	<u>15</u>	<u>46</u>
<u>1.5</u>		<u>46</u>
<u>2</u>		<u>46</u>
<u>2.5</u>		<u>46</u>
<u>3</u>		<u>46</u>
<u>3.5</u>		<u>46</u>
<u>4</u>		<u>46</u>
<u>4.5</u>		<u>46</u>
<u>5</u>	<u>46</u>	<u>92</u>
<u>5.5</u>		<u>92</u>
<u>6</u>		<u>92</u>
<u>6.5</u>		<u>92</u>
<u>7</u>		<u>92</u>
<u>7.5</u>		<u>92</u>
<u>8</u>		<u>92</u>
<u>8.5</u>		<u>92</u>
<u>9</u>		<u>92</u>
<u>9.5</u>		<u>92</u>
<u>10</u>	<u>62</u>	<u>154</u>
<u>10.5</u>		<u>154</u>
<u>11</u>		<u>154</u>
<u>11.5</u>		<u>154</u>
<u>12</u>		<u>154</u>
<u>12.5</u>		<u>154</u>
<u>13</u>		<u>154</u>
<u>13.5</u>		<u>154</u>
<u>14</u>		<u>154</u>
<u>14.5</u>		<u>154</u>
<u>15</u>		<u>154</u>
<u>15.5</u>		<u>154</u>
<u>16</u>		<u>154</u>
<u>16.5</u>		<u>154</u>
<u>17</u>		<u>154</u>
<u>17.5</u>		<u>154</u>
<u>18</u>		<u>154</u>
<u>18.5</u>		<u>154</u>
<u>19</u>		<u>154</u>
<u>19.5</u>		<u>154</u>

<u>Proposed allocation</u>		
<u>Years of Service</u>	<u>Entitlemen t</u>	<u>Accumulate d entitlement</u>
<u>On appointmen t</u>	<u>20</u>	<u>20</u>
<u>0.5</u>	<u>10</u>	<u>30</u>
<u>1</u>	<u>10</u>	<u>40</u>
<u>1.5</u>	<u>10</u>	<u>50</u>
<u>2</u>	<u>10</u>	<u>60</u>
<u>2.5</u>	<u>10</u>	<u>70</u>
<u>3</u>		<u>70</u>
<u>3.5</u>	<u>10</u>	<u>80</u>
<u>4</u>		<u>80</u>
<u>4.5</u>	<u>10</u>	<u>90</u>
<u>5</u>		<u>90</u>
<u>5.5</u>	<u>10</u>	<u>100</u>
<u>6</u>		<u>100</u>
<u>6.5</u>	<u>10</u>	<u>110</u>
<u>7</u>		<u>110</u>
<u>7.5</u>	<u>10</u>	<u>120</u>
<u>8</u>		<u>120</u>
<u>8.5</u>	<u>10</u>	<u>130</u>
<u>9</u>		<u>130</u>
<u>9.5</u>	<u>10</u>	<u>140</u>
<u>10</u>		<u>140</u>
<u>10.5</u>	<u>10</u>	<u>150</u>
<u>11</u>		<u>150</u>
<u>11.5</u>	<u>10</u>	<u>160</u>
<u>12</u>		<u>160</u>
<u>12.5</u>	<u>10</u>	<u>170</u>
<u>13</u>		<u>170</u>
<u>13.5</u>	<u>10</u>	<u>180</u>
<u>14</u>		<u>180</u>
<u>14.5</u>	<u>10</u>	<u>190</u>
<u>15</u>		<u>190</u>
<u>15.5</u>	<u>10</u>	<u>200</u>
<u>16</u>		<u>200</u>
<u>16.5</u>	<u>10</u>	<u>210</u>
<u>17</u>		<u>210</u>
<u>17.5</u>	<u>10</u>	<u>220</u>
<u>18</u>		<u>220</u>
<u>18.5</u>	<u>10</u>	<u>230</u>
<u>19</u>		<u>230</u>
<u>19.5</u>	<u>10</u>	<u>240</u>

Current Table			Proposed allocation		
<u>Accrued Years of Service</u>	<u>Entitlemen t</u>	<u>Accumulate d Entitlement</u>	<u>Years of Service</u>	<u>Entitlemen t</u>	<u>Accumulate d entitlement</u>
<u>20</u>	<u>75</u>	<u>229</u>	<u>20</u>		<u>240</u>
<u>20.5</u>		<u>229</u>	<u>20.5</u>	<u>10</u>	<u>250</u>
<u>21</u>		<u>229</u>	<u>21</u>		<u>250</u>
<u>21.5</u>		<u>229</u>	<u>21.5</u>	<u>10</u>	<u>260</u>
<u>22</u>		<u>229</u>	<u>22</u>		<u>260</u>
<u>22.5</u>		<u>229</u>	<u>22.5</u>	<u>10</u>	<u>270</u>
<u>23</u>		<u>229</u>	<u>23</u>		<u>270</u>
<u>23.5</u>		<u>229</u>	<u>23.5</u>	<u>10</u>	<u>280</u>
<u>24</u>		<u>229</u>	<u>24</u>		<u>280</u>
<u>24.5</u>		<u>229</u>	<u>24.5</u>	<u>10</u>	<u>290</u>
<u>25</u>		<u>229</u>	<u>25</u>		<u>290</u>
<u>25.5</u>		<u>229</u>	<u>25.5</u>	<u>10</u>	<u>300</u>
<u>26</u>		<u>229</u>	<u>26</u>		<u>300</u>
<u>26.5</u>		<u>229</u>	<u>26.5</u>	<u>10</u>	<u>310</u>
<u>27</u>		<u>229</u>	<u>27</u>		<u>310</u>
<u>27.5</u>		<u>229</u>	<u>27.5</u>	<u>10</u>	<u>320</u>
<u>28</u>		<u>229</u>	<u>28</u>		<u>320</u>
<u>28.5</u>		<u>229</u>	<u>28.5</u>	<u>10</u>	<u>330</u>
<u>29</u>		<u>229</u>	<u>29</u>		<u>330</u>
<u>29.5</u>		<u>229</u>	<u>29.5</u>	<u>10</u>	<u>340</u>
<u>30</u>	<u>77</u>	<u>306</u>	<u>30</u>		<u>340</u>

Annexe 8: Parental provisions

5.2.2 Parental Grant

A teacher who takes parental leave in order to be the primary carer, or resigns due to pregnancy, is entitled to a payment equal to 6 weeks' salary calculated at the rate applicable in the teacher's last full working week prior to the commencement of their leave or date of resignation. The payment is not pro-rated if the teacher takes less than 6 weeks' leave. The grant is payable following production of a birth certificate or suitable evidence of placement.

Primary carer means:

The biological mother of the child, or their spouse or partner, where they take primary responsibility for the care, development, and upbringing of the child during the first six weeks of parental leave following the child's birth.

In the case of adoption, whāngai or Home for Life placement, the person who takes permanent primary responsibility for the care development and upbringing of the child during the first six weeks of the placement.

Annexe 9: Service Increment

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. From 28 January 2020 the rate of the unit shall increase to \$5,000 per annum. 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 Until 30 June 2020 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.~~
- ~~(c) If on 30 June 2020 they have progressed to a step beyond the H1 or H2 maxima (as applicable) they will, on 1 July 2020 remain on the step they have progressed to and will continue to be eligible for any further increment(s) from their anniversary date until they reach the H3 maximum of the base scale regardless of whether they retain their permanent unit(s) or not.~~
- ~~**Note:** Clause 3.4.7 is a transitional clause. The parties agree that clause 3.4.7 will be deleted when this collective agreement is renewed.~~
- 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.

3.4.10 Where a teacher ceases to hold a position allocated permanent unit(s), and where 3.4.9 (a) and (b) do not apply, the teacher may be entitled to the Service Increment under clause 3.18.

Annexe 10: Removal expenses

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.

7.1 Eligibility

7.1.1 A teacher who holds a permanent or long-term relieving position is eligible for removal expenses as set out in Appendix 2 in the following circumstances:

Relocating to another housing district

<u>CIRCUMSTANCE</u>	<u>CRITERIA/DEFINITION</u>	<u>ENTITLEMENT</u>
<u>Moving from employment in a State or State-Integrated school to employment in a different State or State-Integrated school</u>		
<u>Appointment to a position on promotion</u>	<u>Promotion is defined as an appointment to a position carrying a higher number of permanent units or a position that carries more status and responsibility and is equal or lower in salary.</u>	<u>All applicable removal expenses</u>
<u>Shifting from a staffing incentive or high priority teacher supply school to a permanent position or a long- term relieving position.</u>	<u>A teacher must have completed continuous service totalling at least three years in one or more staffing incentive or high priority teacher supply school(s). If during the period of the teacher's employment the school loses its classification the entitlement is retained as long as the teacher fulfils the continuous service requirement.</u>	<u>All applicable removal expenses</u>
<u>Teacher's position disestablished or reduced in grade but not lost, due to falling rolls</u>	<u>Where the teacher takes up a temporary or relieving position and later moves again to a permanent position</u>	<u>All applicable removal expenses</u>
<u>Teacher's position lost through no personal fault e.g. through disestablishment, closure, amalgamation or translation of a school</u>		<u>All applicable removal expenses</u>
<u>Itinerant music teachers taking up an appointment in Southland</u>		<u>All applicable removal expenses</u>

<u>Protected country service</u>	<u>Teachers who held an entitlement to removals from a country service school when the former country service provisions were replaced by the staffing incentives package, preserve that entitlement for their next position in the education service.</u>	<u>All applicable removal expenses</u>
<u>Teachers on long-term specialist courses of at least one academic year's duration</u>	<ul style="list-style-type: none"> • <u>A teacher who has been granted leave by their Board and has to move to attend a Ministry of Education approved long-term specialist course.</u> • <u>A teacher moving to their first subsequent permanent appointment after the course is completed.</u> 	<u>All applicable removal expenses</u>
<u>Direction of school closure by the Minister of Education as a result of an earthquake, fire, flood or other natural disaster</u>	<u>Any teacher appointed to another school or position</u> <u>A teacher who is obliged to live away from home while holding a temporary position.</u>	<u>Actual and reasonable applicable removal expenses</u> <u>Actual and reasonable expenses.</u>
<u>Appointed to a role in a State or State Integrated School – does not need to be moving from employment in a State or State Integrated School</u>		
<u>First permanent appointment following graduation from a course of teacher training recognised by the Secretary for Education (except where that appointment is to a staffing incentive or high priority teacher supply school)</u>	<u>The teacher must be resident in New Zealand at the time of appointment</u>	<ul style="list-style-type: none"> • <u>The cost of public transport (including airfares where necessary) for the teacher and dependants, or if public transport is not available, the appropriate motor vehicle rate to the nearest point of public transport;</u> • <u>The cost of removal of furniture and effects;</u>

		<ul style="list-style-type: none"> When a teacher sells a house and buys another within one year of first appointment, actual legal expenses up to \$1000.00.
<u>Appointment to a permanent position in a staffing incentive or high priority teacher supply school</u>	<u>The school is designated by the Secretary as a staffing incentive or high priority teacher supply school.</u>	<u>All applicable removal expenses incurred within New Zealand</u>
<u>Teachers returning from sponsored schemes overseas</u>	<u>A teacher returning to a New Zealand appointment following service overseas as part of a government to government contract</u>	<u>All applicable removal expenses incurred within New Zealand</u>

Note: For the purposes of clause 7.1.1 relocating to another housing district means where the shortest distance by road between either the current residence or current employing school and new employing school is 100 kilometres or more.

Relocating within a housing district

<u>CIRCUMSTANCE</u>	<u>CRITERIA/DEFINITION</u>	<u>ENTITLEMENT</u>
<u>The teacher occupies a school residence which the teacher has to vacate because it is being replaced or extensively renovated</u>	<u>The teacher and any dependents are required to board during renovations</u>	<u>Rent subsidy and all applicable removal expenses.</u>
<u>The teacher is required by the Board to move to a school residence</u>	<u>-</u>	<u>All applicable removal expenses</u>

7.1.2 Where the teacher requires the transfer of effects and transit insurance, the teacher must use the provider contracted by the Ministry.

7.1.3 For the purposes of this Part: appointment to a long-term relieving position must be for four terms or longer.

7.1.4 All relocations must relate to employment in a state or state integrated school.

Annexe 11: Acting in a higher position other than 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 the conditions in clauses 3.12.3 and 3.12.4 below such conditions as the Secretary for Education may approve.

Note: salary for the purposes of 3.12.1 includes fixed term and permanent units and middle management allowances.

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 one-fourth or three-tenths, as the case may be, of the period of employment in the position or until the end of the vacation, whichever is the shorter period. ~~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. Any position which will be vacant for more than six months must be advertised as a long-term relieving position.
- (e) Once a teacher has qualified for this allowance and is being paid it before a period of sick leave, the teacher continues to receive the allowance providing the teacher returns to a higher duties position immediately after the leave. In the case of special leave on pay, the teacher will receive the allowance for up to one month of the period of leave provided they return to the higher duties position immediately after the leave.

3.12.4 When as a consequence of an appointment of a teacher to a Community of Learning | Kāhui Ako 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.

Annexe 13: Education Gazette

1.8.1 The following definitions apply unless the agreement otherwise specifies:

- (a) Except for fixed term positions of responsibility “advertised” means advertised nationally online in the Education Gazette.

Annexe 14: RTLB Cluster Employment

APPENDIX ~~A-9~~– RESOURCE TEACHERS / LEARNING AND BEHAVIOUR (RTLB)

~~1.1 The following provisions shall apply to RTLB in regard to the 2011 reorganisation of the RTLB 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 RTLB within the new cluster.~~
- ~~(b) A ‘ceasing school employer’ is a school that is ceasing to receive cluster resourcing for the RTLB they currently employ and which is therefore disestablishing existing RTLB 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 RTLB 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 RTLB in ceasing employing schools in the transformed cluster and offer her/him an equivalent¹ RTLB position in the transformed cluster.~~

~~1.4 Where an RTLB accepts the offer from the lead school employer s/he shall be appointed to that position, subject to the provisions below.~~

~~RTLB 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 RTLB continues to hold an RTLB 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 RTLB continues to hold an RTLB 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.~~

¹ 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

- 1.1 Where an RTLB Cluster Lead School Employer (RCLSE) proposes to relinquish that role, the employer shall inform the Ministry of Education National Office of the proposal.
- 1.2 The employer will inform the RTLBs it employs about the proposed relinquishment, and will consult those RTLBS on the proposed relinquishment, within 14 days of informing the Ministry of the proposal.
- 1.3 If the employer confirms the decision to relinquish its RCLSE role, the Ministry of Education will inform PPTA Te Wehengarua and NZEI Te Riu Roa about the confirmed relinquishment, and the process to be used to identify a new RCLSE.
- 1.4 Once a replacement RCLSE has been selected by the Ministry of Education, the ceasing RCLSE will send a letter to each of its RTLBs giving notice of the disestablishment of their role (notice of termination because the board has relinquished its RCLSE role) and the new RCLSE will then send each of the RTLBs a letter of offer, offering her/him a RTLB position; the notice of termination and offer letter will be sent at least two months before the change of RCLSE takes effect.
- 1.5 If the RTLB declines a transfer to a suitable⁴ position, the employee will not be entitled to receive any payment or other benefit (including surplus staffing entitlements) on the grounds that his or her position has ceased to exist. If the position is not considered a suitable position and the employee declines a transfer then the employee shall be entitled to the surplus staff entitlements set out in clause 3.9.7.
- 1.6 Any position remaining unfilled after this process will be part of a normal appointment process (clause 3.2 of this Agreement refers).
- 1.7 Where an RTLB transfers to a new RCLSE as a result of the former RCLSE relinquishing its role, the RLTB:
- a. Will be bound by the collective agreement which covers the new RCLSE.
 - b. Will transfer on to a base salary step no less than what was received while employed by the former RCLSE.
 - c. Will retain the permanent salary unit allocated to the RTLB position.
 - d. Will retain the special duties increment allowance.
 - e. Will retain the number of permanent Leadership Payments allocated by the former RCLSE for one year from the date of commencement with the new employer whilst the RTLB continues to hold an RTLB position.
 - f. Retains additional permanent unit(s) and/or allowances allocated by the former RCLSE for one year from the date of commencement with the new employer whilst the RTLB continues to hold an RTLB position with the new employer.

- g. Retains additional fixed term unit(s) and/or allowances allocated by the former RCLSE for the lesser of the term of the appointment agreed or for a maximum of one year whilst the RTLB continues to hold an RTLB position.
- h. Retains payments made under the Staffing Incentive Allowance or the High Priority Teacher Supply Allowance (HPTSA) provisions as long as they continue to be employed by an RCLSE which attracts such allowances.
- i. Retain continuous service for leave purposes.

1.8 RTLB who are or who become housed in host schools which attract the HPTSA or the Staffing Incentive Allowance, shall also be entitled to such allowances, provided that these allowances are not payable in respect of both the RCLSE and host school.

1.9 RTLB employed in a fixed term position will be offered employment to a suitable position with the new lead RCLSE for a fixed term corresponding with the remaining period of their original fixed term position.

⁴ A 'suitable position' is a position that is:

- 1. generally similar in role, duties and status; and
- 2. requires similar qualifications, training, skills and experience but may have a different title/or unit allocation; and
- 3. is in the same general locality; and
- 4. 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.~~

~~1.91.8 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.~~

~~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.~~

~~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.~~

Annexe 15: Technical Amendments

No.	Reference/heading	Clause number	Current reference	Updated reference
<u>1</u>	<u>Parties to the agreement</u>	<u>1.2 and throughout</u>	<u>State Services Commissioner</u>	<u>Public Service Commissioner</u>
<u>2</u>	<u>1.1</u>	<u>1.1 and throughout</u>	<u>Section 23 of the State Sector Act 1988</u>	<u>Clause 6 of Schedule 3 of the Public Service Act 2020</u>
<u>3</u>	<u>Parties to the agreement</u>	<u>1.2</u>	<u>Section 74(5) of the State Sector Act 1988</u>	<u>Section 586 (5) of the Education and Training Act 2020</u>
<u>4</u>	<u>Throughout the document</u>	<u>Throughout the document</u>	<u>Board of trustees</u>	<u>School board</u>
<u>5</u>	<u>Definitions</u>	<u>1.8.1 (c) and throughout</u>	<u>"Amalgamation"</u>	<u>Replace "amalgamation" with "merger"</u>
<u>6</u>	<u>Declaration Pursuant to the State Sector Act</u>	<u>1.9</u>	<u>75 of the State Sector Act</u>	<u>s595 of the ETA</u>
<u>7</u>	<u>Good Employer/Equal Employment Opportunities</u>	<u>2.1</u>	<u>Part 77A of the State Sector Act</u>	<u>s 597-607 of the ETA.</u>
<u>8</u>	<u>School classification</u>	<u>2.1 and 2.3</u>	<u>Class of a school</u>	<u>Replace "class of a school" to "classification" of a school</u>
<u>98</u>	<u>Personal Files</u>	<u>2.6.2</u>	<u>Privacy Act 1993</u>	<u>Privacy Act 2020.</u>
<u>109</u>	<u>Salary Payments</u>	<u>3.3.1</u>	<u>Except that individual employees may on religious or ethical grounds apply in writing to the Secretary for Education to be paid by cheque.</u>	<u>Removal of the text</u>
<u>110</u>	<u>Education Act 1989 and 1964</u>	<u>1.8.1 and Throughout the document</u>	<u>Throughout the document</u>	<u>Education and Training Act 2020</u>

<u>124</u>	<u>Employment Protection Provisions</u>	<u>2.13A.6 (note)</u>	<u>Section 77HA State Sector Act 1988</u>	<u>Section 605 of the Education and Training Act 2020</u>
<u>132</u>	<u>Public Holidays</u>		<u>List of holidays</u> <u>Holidays Act 1981</u>	<u>Add Matariki</u> <u>Holidays Act 2003</u>
<u>143</u>	<u>References to “Ministry of Education”</u>	<u>Throughout the document</u>	<u>Ministry of Education</u>	<u>Ministry of Education Te Tāhuhu o te Mātauranga</u>
<u>154</u>	<u>References to “his/hers” “him/her he/she”</u>	<u>Throughout the document</u>	<u>his/hers, he/she</u>	<u>Replace with “they” “them” “their” where appropriate</u>