

**PRIMARY TEACHERS'  
(INCLUDING DEPUTY AND ASSISTANT PRINCIPALS AND OTHER UNIT HOLDERS)  
COLLECTIVE AGREEMENT  
9 JUNE 2016 – 8 JUNE 2018**

**Primary Teachers' (including Deputy and Assistant Principals and other Unit Holders)  
Collective Agreement  
9 June 2016 – 8 June 2018**

<b>Part 1</b>	<b>Coverage</b>	4
1.1	Parties	4
1.2	Application	4
1.3	Coverage	4
1.4	Term of Agreement	4
1.5	Variations	4
1.6	Definitions	5
1.7	Declaration Pursuant to the State Sector Act	6
<b>Part 2</b>	<b>General Provisions</b>	7
2.1	Good Employer/Equal Employment Opportunities	7
2.2	Appointments	7
2.3	Re-entry After Absence due to Childcare	8
2.4	Hepatitis B Immunisation	9
2.5	Personal Files	9
2.6	Access	9
2.7	Union Deductions	9
2.8	Paid Union Meetings	9
2.9	Termination of Employment	10
2.10	Hours of Work/Leave	10
2.11	Kapa Haka and Polyfest Relief Days	11
<b>Part 3</b>	<b>Remuneration</b>	12
3.1	Approaches to Remuneration Comparability	12
3.1.7	Base Scale	13
3.2	Additional Units – Attached Teachers	15
3.3	Salary on Appointment	15
3.4	Progression	17
3.5	Progression for Resource Teachers	18
3.6	Progression for Speech Language Therapists (SLTs)	19
3.7	Salary Maxima	19
3.8	Recognised Qualifications	19
3.9	Recognition of Improved Qualifications	20
3.10	Units	20
3.11	Allowances	21
3.12	Grandparented Service Increment	21
3.13	Higher Duties Allowance – Acting in a Higher Position Other Than Principal	22
3.14	Relieving Principal	22
3.15	Isolation Allowance	23
3.16	Hard to Staff Allowances	23
3.16.1	Staffing Incentive Allowance	23
3.16.2	Priority Teacher Supply Allowance	23
3.17	Māori Immersion Teaching Allowance (MITA)	24
3.18	Special Duties Increment Allowance	25
3.19	Bus Controller's Allowance	25
3.20	Normal/Model School Allowance	25
3.21	Associate Teacher Allowance	25
3.22	Compassionate Grant	26
3.23	Payment of Salaries	26
3.24	Holiday Pay (Permanent and Long Term Relieving Employees)	27
3.25	Part-time Employees	27
3.26	Payments for Recruitment, Retention and Responsibility	28
3.27	Tutor Teacher Allowance	28
3.28	Classroom Release Time (CRT)	29
3.29	Braille or NZ Sign Language Allowance	29
3.30	Leadership Payments	29

3.31	Cluster Manager Remuneration	29
3.32	Advanced Classroom Expertise Teacher Allowance	29
3.33	Allowances for Community of Learning Teacher (between schools) Role	30
3.34	Allowances for Community of Learning Teacher (within school) Role	31
<b>Part 4</b>	<b>Conditions Relating to Leave</b>	<b>33</b>
4.1	Sick Leave Entitlement	33
4.2	Sick Leave Service	34
4.3	Disregarded Sick Leave	35
4.4	Holiday Pay Deductions	35
4.5	Parental Leave	36
4.6	Bereavement/Tangihanga Leave for Death in New Zealand or Overseas	36
4.7	Discretionary Leave	37
4.8	Study Leave	37
4.9	Unpaid Refreshment Leave	38
4.10	Paid Sabbatical Leave	38
<b>Part 5</b>	<b>Reimbursing Allowances</b>	<b>40</b>
5.1	General	40
5.2	Travelling Allowance	40
5.3	School Camp Allowance	40
5.4	Evening Meal Allowance	40
5.5	Transport Allowance for Relieving Employees	40
5.6	Expenses Incurred in Use of Private Vehicles	40
5.7	Miscellaneous Expenses	40
<b>Part 6</b>	<b>Removal Expenses</b>	<b>41</b>
6.1	Eligibility	41
6.2	Promotion	41
6.3	Removal Expenses from Schools Qualifying for the Staffing Incentive Allowance (SIA)	41
6.3A	Removal Expenses from Schools Qualifying for the Priority Teacher Supply Allowance (PTSA)	42
6.4	First Permanent Appointment – Non SIA/PTSA	42
6.5	Employees on Long-term Specialist Courses	42
6.6	Removal Reimbursing Expenses	42
<b>Part 7</b>	<b>Terms and Conditions of Service of Teachers in the Chatham Islands (including Pitt Island)</b>	<b>44</b>
7.1	House Rents	44
7.2	Housing (Other)	44
7.3	Fuel and Power	44
7.4	Motor Vehicles	44
7.5	Payments of Fares to Mainland for Annual Leave	44
7.6	Secondary Schools Allowance	45
7.7	Chatham Islands Allowance	45
7.8	Chatham Islands Removal Expenses	46
7.9	Eligibility	46
7.10	Payment of Fares to Mainland for Professional Development	46
<b>Part 8</b>	<b>Te Aho o Te Kura Pounamu</b>	<b>47</b>
8.1	General	47
8.2	Job Sharing (Instead of 2.2.6 and 2.2.7)	47
8.3	Hours of Work (Instead of 2.10)	47
8.4	Units (Instead of 3.2 and 3.10)	48
8.5	Leave	48
8.6	Off-site Allowance	48
8.7	Travelling Allowance (Instead of 5.2)	49
8.8	Surplus Staffing	49

<b>Part 9</b>	<b>Employment Protection and Surplus Staffing Provisions</b>	50
9.1	Employment Protection Provisions	50
9.2	Surplus Staffing	51
9A	Surplus Staffing – Teachers	51
9B	Surplus Staffing Provisions for Speech Language Therapists	55
9C	Surplus Staffing Provisions for Resource Teachers	55
9D	Changing Status to Kura Kaupapa Māori	55
<b>Part 10</b>	<b>Complaints/Discipline/Competency</b>	56
10.1	General	56
10.2	Ngā Kōrero me ngā Tikanga	56
10.3	Discussions in a Māori Context	56
10.4	Discipline	57
10.5	Suspension	57
10.6	Instant Dismissal	57
10.7	Competency	57
10.8	Personal Grievance	58
<b>Part 11</b>	<b>Employment Relationship Problems</b>	59
<b>Schedules</b>		
Schedule 1	Definition of Levels of Māori Immersion	61
Schedule 2	Interim Framework of Professional Standards for Deputy Principals and Assistant Principals – 1 February 1998	62
Schedule 3	Interim Framework of Professional Standards for Teachers – 1 February 1998	63
<b>Appendices</b>		
Appendix 1	Isolation Allowance Rates	66
Appendix 2	Extract from Employment Relations Act 2000	67
Appendix 3	Relevant Specialist Level 7 Qualifications and Other Qualification Matters	72
Appendix 4	School Reorganisation Staff Surplus Provisions	74
Appendix 5	Resource Teacher Surplus Staffing Process	82
Appendix 6	Salary on Appointment	85
Appendix 7	Terms of Settlement and Elements from Previous Settlements	88
Appendix 8	2012 Amalgamation of the Supplementary Learning Support (SLS) and Resource Teacher: Learning and Behaviour (RTLB) Services Surplus Staffing Provisions	97
<b>Signatories</b>		101

## **Part 1 Coverage**

### **1.1 Parties**

The parties to this collective agreement (Agreement) are:

- (a) The Secretary for Education (the Secretary) acting under delegation from the State Services Commissioner made pursuant to section 23 of the State Sector Act 1988 and acting in accordance with section 74(5) of the State Sector Act 1988 (as amended by the Employment Relations Act 2000); and
- (b) The New Zealand Educational Institute Te Riu Roa (NZEI Te Riu Roa).

### **1.2 Application**

This Agreement shall be binding on:

- (a) Each employee who comes within the coverage clause and who is or becomes a member of NZEI Te Riu Roa.
- (b) Each employer, as defined in 1.6.4 below.

### **1.3 Coverage**

- (a) This Agreement covers work undertaken in state and state-integrated schools by employees (as defined in (b) below) in:

- (i) Primary schools (including normal schools, model schools, and intermediate schools);
- (ii) Composite schools (other than area schools) including Te Aho o Te Kura Pounamu primary section and the primary section of Te Aho o Te Kura Pounamu Specialist Services;
- (iii) Special schools;
- (iv) Intermediate departments, special classes or attached special education units of secondary schools;

and shall include any such school that is also established as a kura kaupapa Māori or that has any additional designation or status under the Education Acts 1964 and 1989.

- (b) For the purposes of 1.3(a) above employees are:
  - (i) Teachers;
  - (ii) Speech language therapists; and
  - (iii) Untrained employees in teacher positions.
- (c) This Agreement does not apply to teachers in composite schools who predominantly teach students classified as year 9 or above.
- (d) This Agreement does not apply to principals.
- (e) This Agreement shall apply to those Resource Teachers Learning and Behaviour (RTLB) who were no longer covered by clause 1.3(a) of the Primary Teachers' Collective Agreement 2010-2012 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 in that lead employing school and remain a member of the NZEI Te Riu Roa.

### **1.4 Term of Agreement**

This Agreement shall come into force on 9 June 2016 and shall expire on 8 June 2018, except as provided for under section 53 of the Employment Relations Act 2000.

### **1.5 Variations**

The parties agree that the terms and conditions contained in this Agreement may be varied at any time by written agreement between NZEI Te Riu Roa and the Secretary, acting under delegation from the State Services Commissioner made pursuant to section 23 of the State Sector Act 1988, in accordance with section 74 of the State Sector Act 1988. Any such variation agreed shall be binding on employees and employers of those employees covered by this Agreement in accordance with section 74(6) of the State Sector Act 1988 (as amended by the Employment Relations Act 2000).

## 1.6 Definitions

The following definitions apply for the purposes of this Agreement unless specified otherwise:

1.6.1 'Area school' shall have the meaning ascribed in the Education (School Staffing) Order for the time being in force.

1.6.2 'Composite school' shall mean a school classified as a composite school under the Education Act 1989.

1.6.3 'Correspondence school' shall mean a school classified as a correspondence school under the Education Act 1989.

1.6.4 'Employer' shall mean a Board of Trustees constituted pursuant to the Education Acts 1964 and 1989 (or where a Commissioner has been appointed under Part 9 of the Education Act 1989 to act in place of the Board of Trustees, that Commissioner) of a state or state-integrated school that employs employees falling within the coverage as set out in 1.3.

*(Note: In relation to a dispute about the interpretation, application or operation of this Agreement, the employer shall act, if the Secretary acting under delegation from the State Services Commissioner made pursuant to section 23 of the State Sector Act 1988 so requires, together with or in consultation with the Secretary acting pursuant to section 74A(b) of the State Sector Act 1988.)*

1.6.5 'Institute' or 'union' shall mean the NZEI Te Riu Roa.

1.6.6 'Intermediate department in a secondary school' shall mean a department classified as such under the Education Act 1989.

1.6.7 'Primary school' shall mean a school classified as a primary school or an intermediate school under the Education Act 1989.

1.6.8 'Primary Teachers' Collective Agreement' ("PTCA" or "the Agreement") shall mean the Primary Teachers' (including Deputy and Assistant Principals and other Unit Holders) Collective Agreement 2016-2018.

1.6.9 'Relievers'

- Long term relievers are fixed term employees employed for a continuous period beyond three weeks. The employment of long term relievers is not limited to relieving in a permanent teacher position.
- Short term relievers are fixed term employees who are temporarily employed on a casual basis to relieve in a permanent teacher position for a period not exceeding three weeks.

1.6.10 'School Day' shall mean a day on which the school is open for instruction.

1.6.11 'Secondary school' shall mean a school classified as a secondary school under the Education Act 1989.

1.6.12 'Special School' shall mean a school classified as a special school under the Education Act 1964.

1.6.13 'Start of the school year' shall mean (regardless of the first day schools are open for instruction in Term 1) for normal pay and employment purposes:

- 28 January for all teachers: except
- For teachers being employed for the first time in a state or state-integrated school, or being employed after a break in service, their start day is as advised to payroll by the employer.

1.6.14 'Teacher' shall mean a primary teacher who has been fully certificated or provisionally certificated or certificated subject to confirmation by the Education Council of Aotearoa New Zealand (Education Council) and shall include, without limitation:

- Unit holders including deputy and assistant principals;
- Teachers and unit holders on the 'Q' scale;
- Resource teachers; and
- Primary trained liaison teachers employed by Te Aho o Te Kura Pounamu.

1.6.15 'Untrained employee' shall mean an employee without recognised teacher training qualification(s) who is employed in a teacher position.

1.6.16 For the purposes of Part 9 and Appendix 4 of this Agreement, '30 school weeks' shall mean 150 school days.

**1.7**

**Declaration Pursuant to the State Sector Act**

Pursuant to section 75 of the State Sector Act 1988 the Secretary acting pursuant to the delegated authority of the State Services Commissioner has declared that all of the conditions contained in this Agreement are actual conditions of employment provided that the Secretary may from time to time give approval to the salary rates or allowances being treated as minimum rates where there is agreement to this between the employer and any of its employees.

## Part 2 General Provisions

### 2.1 Good Employer/Equal Employment Opportunities

Attention is drawn to Part 7A of the State Sector Act 1988 which outlines the responsibilities of the employer with regard to the operation of a personnel policy that complies with the principles of being a good employer and the equal employment opportunity responsibilities of the employer.

### 2.2 Appointments

#### 2.2.1 Advertising Positions

Except as provided under s77HB of the State Sector Act 1988 positions of at least one year's duration must be advertised nationally. However where a permanent unit is to be allocated but there is no vacancy attached to that unit, the employer shall advertise internally the roles and responsibilities attached to the unit.

#### 2.2.2 Permanent Positions

All part-time and full-time positions shall be permanent unless identified as being fixed term in accordance with clause 2.2.5.

#### 2.2.3 Appointment Criteria

- (a) Attention is drawn to the State Sector Act 1988 section 77G insofar as it provides that the person best suited to the position shall be appointed. In applying that provision the employer will have regard to the experience, qualifications and abilities relevant to the position and such other relevant matters as it determines.
- (b) Employers are required to make available to all applicants on request details of the duties to be carried out and the criteria being adhered to in making that appointment.
- (c) Equal employment opportunities principles shall be applied and demonstrated in appointments procedures. The intent of these principles is to provide equal access and consideration and equal encouragement in areas of recruitment, selection, promotion and career development. These principles are to be applied to enable people to pursue their careers without their chances being reduced by factors which are irrelevant to the requirements of the position under consideration.

#### 2.2.4 Letter of Appointment

The employer will advise the employee in writing of their starting salary (including any units) and the nature of the position, i.e. fixed term or permanent. Where the appointment is fixed term the letter of appointment will need to state the way in which the employment will end, and the reasons for his or her employment ending in that way, in accordance with 2.2.5.

#### 2.2.5 Fixed Term Employment

- (1) An employee and an employer may agree that the employment of the employee will end:
  - (a) At the close of a specified date or period; or
  - (b) On the occurrence of a specified event; or
  - (c) At the conclusion of a specified project.
- (2) Before an employee and employer agree that the employment of the employee will end in a way specified in subsection (1) the employer must:
  - (a) Have genuine reasons based on reasonable grounds for specifying that the employment of the employee is to end in that way; and
  - (b) Advise the employee of when or how his or her employment will end and the reasons for his or her employment ending in that way.
- (3) The following reasons are not genuine reasons for the purpose of subsection (2)(a):
  - (a) To exclude or limit the rights of the employee under the Employment Relations Act 2000;
  - (b) To establish the suitability of the employee for permanent employment.



- 2.2.6 **Job Sharing**
- (a) (i) On the joint application of two holders of positions who are both permanently appointed in the school the employer may appoint the two applicants to a shared position without advertising a vacancy.
  - (ii) If one of the joint holders subsequently resigns or retires, the other has the right to assume full-time responsibility for the position.
  - (iii) Alternatively, the remaining joint holder may approach the employer with a new sharer with a view to establishing a new, permanent shared position without advertising a vacancy. The prospective new sharer may be any teacher already permanently appointed in the school, or a teacher from outside of the permanent staff.
  - (iv) Notwithstanding (iii) above the employer may decide, on the resignation or retirement of one of the joint holders, to convert the position back to an individual, full-time permanent position. If the remaining joint holder declines to take up the full-time position then the employer may advertise the position for a new appointment.
  - (b) (i) Any two teachers may jointly apply for appointment to an advertised position and be assessed as one applicant. On appointment the position would be a shared position.
  - (ii) If one of the holders of a shared position resigns, the employer may appoint the other holder to the position on a full-time basis without advertising the position.
  - (iii) If the remaining joint holder declines to take up the full-time permanent position then the provisions of clause 2.2.6(a)(iii) and (iv) above shall apply.
- 2.2.7 A job sharer's salary is paid on a pro-rata basis. Increments shall be as for full-time employees. Job sharers are entitled to:
- (a) Leave on the same basis as permanent full-time employees;
  - (b) Sick leave as if permanent full-time. Entitlement is based on length of service, irrespective of hours worked. Deductions from the entitlement are made on a consecutive day basis;
  - (c) Any pupil-free inservice days during term time and teacher-only days outside of term time on the same basis as permanent full-time employees.
- 2.3 Re-entry After Absence Due to Childcare**
- 2.3.1 A teacher who resigns from a permanent position to care for pre-school children may apply to re-enter the service under preferential provisions provided that:
- (a) The absence does not exceed four years from the date of resignation or, five years from the date of cessation of duties to take up parental leave;
  - (b) The applicant must:
    - Produce a birth certificate for the pre-school child;
    - Sign a statutory declaration indicating that absence has been due to the care of a pre-school child and paid employment has not been entered into for more than 15 hours per week during that absence.
- 2.3.2 Where the applicant meets all the provisions of clause 2.3.1 above and, at the time of application:
- (a) Has the necessary skills to fill competently a vacancy which is available in the service; and
  - (b) The position is substantially the same in character and at the same or lower salary and/or level as the position previously held, then the applicant under these provisions is to be appointed in preference to any other applicant for the position.
- 2.3.3 The period of preferential appointment expires three months after the period in clause 2.3.1(a).
- 2.3.4 Absence for childcare reasons will interrupt service but not break it. The period of absence will not count as service for the purpose of sick leave or annual leave or any other leave entitlement.

## **2.4 Hepatitis B Immunisation**

2.4.1 The parties agree in principle that responsibility for pre-exposure immunisation of employees rests with employers who should accept responsibility for safety in the workplace, advised as necessary by the Ministry of Health or Ministry of Business, Innovation and Employment.

2.4.2 In situations where employees may be at significantly increased risk of acquiring hepatitis B because of the nature of their job, the situation shall be assessed on an individual basis to decide if immunisation would be appropriate. The parties do not envisage that immunisation programmes would be set up to cover all employees covered by this Agreement. Only those working in an area with a high incidence of hepatitis B may receive immunisation.

2.4.3 In all situations where a risk of being infected by the hepatitis B virus exists, it shall be the duty of employers to require safe working practices on the part of the employee and to ensure appropriate hygiene measures to reduce such risk to a minimum, whether or not immunisation is considered advisable.

## **2.5 Personal Files**

2.5.1 The employer shall ensure that personal files are held in a secure place and access is confined to authorised personnel and the employee concerned.

2.5.2 Attention is drawn to the Privacy Act 1993 which outlines responsibilities for the collection, storage and availability of personal information.

## **2.6 Access**

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

## **2.7 Union Deductions**

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

2.7.2 In accordance with authorities signed by individual employees, the employer shall arrange for the deduction of union subscriptions for all union members covered by this Agreement except in cases agreed to between the employer and the union.

2.7.3 Except as may be otherwise agreed, the commission payable by the union for this service shall not exceed 2.5% of the aggregate sum of the amount deducted.

## **2.8 Paid Union Meetings**

2.8.1 The employer must allow every union member employed by the employer to attend at least two union meetings (each of a maximum of two hours' duration) in each calendar year.

2.8.2 The union must give the employer at least 14 days' notice of the date and time of any union meeting to be held.

2.8.3 The union must make such arrangements with the employer as may be necessary to ensure that the school remains open for instruction during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the school to remain open for instruction.

2.8.4 Work must resume as soon as practicable after the meeting, but the employer is not obliged to pay any union member for a period longer than two hours in respect of any meeting.

2.8.5 An employer must allow a union member employed by the employer to attend a union meeting under this clause on ordinary pay to the extent that the employee would otherwise be working for the employer during the meeting.

- 2.8.6 For the purposes of this clause the union must:
- (i) supply to the employer a list of members who attended the union meeting;  
and
  - (ii) advise the employer of the duration of the meeting.

## **2.9 Termination of Employment**

- 2.9.1 Employment may be terminated at any time by a permanent employee or long-term reliever giving not less than two calendar months' notice, unless a shorter period is mutually agreed.
- 2.9.2 Except in cases of serious misconduct, where an employer dismisses an employee pursuant to Part 10 of this Agreement, the employer shall give a permanent employee or long-term reliever two calendar months' notice.
- 2.9.3 Notwithstanding 2.9.2, where a long-term reliever's employment is to terminate on the occurrence of a specified event they shall be entitled to one months notice unless a shorter period is mutually agreed, or payment in lieu of the whole or remaining part of the notice on the occurrence of that event, i.e. 2.9.2 does not apply.
- 2.9.4 Except in the case of serious misconduct, where an employer dismisses an employee pursuant to Part 10 of this Agreement, a short-term reliever shall work the full duration of time, event or project for which they are employed. No notice is therefore required by either party.

## **2.10 Hours of Work/Leave**

- 2.10.1 Employees shall work such hours as may be reasonably required of them to enable them to properly fulfil their responsibilities as teachers whether or not such hours exceed 40 hours per week. The normal hours of work for employees should as far as practicable however not exceed 40 hours per week Monday to Friday.
- 2.10.2 It is acknowledged that employees are required to undertake such duties as:
- Preparation, evaluation and assessment time generated by classes/sessions and the students within them, or by other requirements such as the need to report on the progress of individual students;
  - Counselling of students;
  - Administrative responsibilities of individual teachers;
  - Attending courses and meetings;
  - Professional development in addition to their normal class contact time, and that these factors have been taken into consideration in determining the employee's hours of work and leave entitlements.
- 2.10.3 Except as provided in 2.10.1 employees shall not be required to attend school during any time when the school is officially closed for instruction. However Boards may require employees to attend school or elsewhere, when the school is closed for instruction (except on weekends or public holidays unless by agreement) for up to ten days per school year (or the equivalent) for all or any of the following purposes – school administration, school preparation and co-ordination, pre-term planning curriculum and/or technical refreshment and/or professional development. The employer will endeavour to arrange matters at the school in such a way that any requirement under this section is not unreasonable and that employees' individual needs are taken into account. Employees' own initiatives in undertaking work for the above purposes shall be counted when applying this clause.
- 2.10.4 Where employees are required to attend school or elsewhere when the school is closed pursuant to 2.10.3 they shall be reimbursed for any actual and reasonable costs incurred in accordance with Part 5 of this Agreement.
- 2.10.5 Any employee required by their employer to work on a Public Holiday (as listed in section 44 Holidays Act 2003) shall be paid time and a half rates as per section 50 of that Act.
- 2.10.6 Teachers will take their annual leave outside the gazetted term dates.

## **2.11**

### **Kapa Haka and Polyfest Relief Days**

#### 2.11.1

- (a) 30 teacher relief days will be made available annually for teachers to attend Polyfest to support students participating in the Festival.
- (b) 140 teacher relief days will be made available biennially for teachers to attend Te Mana Kuratahi (the National Primary Kapa Haka Competition) to support students participating in the competition.

## Part 3 Remuneration

### 3.1 Approaches to Remuneration Comparability

3.1.1 The parties:

- (a) Acknowledge that different approaches to remuneration have been agreed in collective agreements for teachers in state and state-integrated schools.
- (b) Have a shared interest in broad comparability in overall remuneration for teachers in state and state-integrated schools.
- (c) Commit to discussing what broad comparability in overall remuneration means as part of each set of negotiations to renew this Agreement.

#### **Mechanism**

3.1.2 The Secretary shall, within one month of ratification of any collective agreement (or variation thereof) applicable to other teachers in the state and state-integrated school sector:

- (a) Notify the NZEI Te Riu Roa National Secretary of any new or changed unit values and payments across the board (but excluding changes to base scale payments, and payments made to individual teachers who meet specific criteria, such as allowances) in other collective agreement(s).
- (b) Consult the National Secretary of NZEI Te Riu Roa regarding the applicable terms and conditions that the Secretary should include in the offer referred to in (c) below.
- (c) Offer by way of a variation to this Agreement:
  - (i) Any new or changed unit values
  - (ii) Any payments across the board (but excluding changes to base scale payments, and payments made to individual teachers who meet specific criteria, such as allowances)
  - (iii) Any other terms and conditions that the Secretary considers necessary to give effect to clause 3.1.1 above.

3.1.3 The National Secretary of NZEI Te Riu Roa shall, within one month of receipt of the offer described in clause 3.1.2, advise the Secretary whether NZEI Te Riu Roa wishes to accept such offer. The parties agree that upon receipt of NZEI Te Riu Roa's acceptance of the offer the PTCA shall be deemed to be varied pursuant to clause 1.5 in the terms outlined in the offer as advised by the Secretary.

3.1.4 The employees and the Boards of Trustees will be notified of any changes in the PTCA made pursuant to clause 3.1.2.

3.1.5 Clause 3.1 shall apply from the beginning of the term of this Agreement until the expiry of the term of this Agreement. Thereafter this clause will cease to apply and shall have no effect.

3.1.6 For clarity, reference to teacher in this clause shall bear its ordinary meaning and not as defined in Part 1 of this Agreement.

### 3.1.7 Base Scale

Step	Current	Rate effective 2 May 2016	Rate effective 2 May 2017	Base Scale Notation	Resource and Regional Health School Teacher (L1) Notations	Resource Teacher: Literacy (L2) Notations	Resource Teacher: Māori (S4) Notations	Speech Language Therapist Notations
1	\$35,267	\$35,972	\$36,692	Q1 entry	Q1 entry			
2	\$37,979	\$38,739	\$39,513	Q2 entry	Q2 entry			
3	\$42,046	\$42,887	\$43,745					
4	\$46,117	\$47,039	\$47,980	Q3 entry	Q3 entry			Entry
5	\$47,662	\$48,615	\$49,588	Q3+ entry	Q3+ entry			
6	\$49,508	\$50,498	\$51,508	Q4 entry	Q4 entry			
7	\$52,220	\$53,264	\$54,330	Q5 entry	Q5 entry	Q1 entry		
8	\$57,306	\$58,452	\$59,621	Q1 max	Q1 max	Q2 entry		
9	\$61,447	\$62,676	\$63,929	Q2 max	Q2 max	Q3 entry	Q1 entry plus 1 unit	
10	\$65,788	\$67,104	\$68,446			Q3+ entry		
11	\$69,099	\$70,481	\$71,891	Q3 max	Q3 max	Q3 max	Q1 max plus 1 unit	Q1, Q2, Q3 penultimate step
							Q2 entry plus 1 unit	
							Q2 max plus 2 units	
							Q3 entry plus 1 unit	Q1, Q2, Q3 plus 1 unit
Q3 max plus 2 units								
12	\$73,000	\$74,460	\$75,949	Q3+ max	Q3+ max	Q3+ max	Q3+, Q4, Q5 entry plus 1 unit	Q3+, Q4, Q5 max step
							Q3+, Q4, Q5 max plus 2 units	Q3+, Q4, Q5 max plus 1 unit

	Rate
<b>Unit</b>	\$4,000

3.1.8 **Resource and Regional Health School Teachers.**

Resource and Regional Health School Teacher notations refer only to:

- L1 applies to Resource Teacher Learning and Behaviour (RTL B), Resource Teachers Deaf (RTD), Resource Teachers Intellectually Impaired (RTII), Resource Teacher Vision (RTV), and Regional Health School Teachers (RHST).
- L2 applies to Resource Teachers of Literacy (RT:Lit).
- S4 applies to Resource Teachers of Māori (RTM).

Resource Teachers, Regional Health School Teachers and Speech Language Therapists who meet the criteria for Q3+ (step 12) as defined in 3.3 shall be entitled to progress to step 12.

3.1.9 **Retirement Savings**

- (a) Teachers are eligible to join a KiwiSaver scheme in accordance with the terms of those schemes.
- (b) Employer or government contributions to retirement or superannuation schemes which are closed to new members (and include the Teachers' Retirement Savings Scheme and the Government Superannuation Fund), shall continue in accordance with the terms of those schemes.
- (c) Where government or employer contributions are made to another retirement or superannuation scheme of which a teacher is a member, then that teacher is only eligible to receive employer or government contributions to a KiwiSaver scheme to the extent that those combined contributions equal the minimum Kiwisaver employer or government contributions. If the government or employer contributions made to another retirement or superannuation scheme of which a teacher is a member equal or exceed the full minimum Kiwisaver employer or government contributions, then that teacher is not eligible to receive employer or government contributions to a KiwiSaver scheme.

**Note:** For information on this and other retirement savings schemes go to [www.education.govt.nz](http://www.education.govt.nz)

3.1.10 **Non-service Salary Increment for Q3+, Q4 and Q5 Teachers**

- (i) Subject to (iii) below, all full and part-time permanent teachers and full and part-time teachers in fixed term positions appointed for two or more school terms, who are employed as at 5 February 2003 and who, on that date, hold a bachelor degree together with a recognised teaching qualification (e.g. Diploma of Teaching), or are trained teachers who hold a four-year honours degree or a five-year masters degree or Ph.D. and subject to having met the appropriate level of professional standards at their last assessment (provided that this assessment occurred within the previous 12 months), shall, where they are not already at their qualification group maximum, receive a salary increment of one step on that date. For clarity, teachers who hold a three-year teaching degree that incorporates a recognised teaching qualification are not eligible to receive the increment outlined above.
- (ii) This increment shall have no effect on a teacher's anniversary of service for pay progression purposes, and a teacher shall be entitled to progress to the next step in the salary scale on their anniversary of service subject to the provisions of this Agreement (see 3.4). For clarity, teachers whose anniversary of service for pay progression purposes is 5 February 2003 shall receive the increment provided above in addition to their ordinary increment falling due.  
Eligible teachers who are on approved leave under Part 4 of this Agreement at 5 February 2003 shall be entitled to the increment.
- (iii) Teachers who have entered the service in 2003 and who have been placed on the new entry steps for teachers holding a bachelor degree together with a recognised teaching qualification (e.g. Diploma of Teaching), or are trained teachers who hold a four-year honours degree or a five-year masters degree or Ph.D. are not eligible to receive the non-service based increment provided for under this clause.

### 3.2

#### Additional Units – Attached Teachers

- (a) Senior Teachers Special Duties (Normal Schools), Heads of Department (attached Intermediate Departments) and attached teachers, and all other teachers holding 'G scale' positions:

Grade of Position	Base Salary
G1	Step 11 + 1 unit
G2	Step 11 + 2 units
G3	Step 11 + 3 units

\*Teachers in 3.2(a) above who meet the criteria for Q3+, Q4 or Q5 (Step 12) as defined in 3.3 shall move to step 12.

- (b) Senior Teachers in Model Schools - Base Scale Salary + 1 unit.  
(c) Senior Teachers in Attached Classes or units - Base Scale Salary + 1 unit.

### 3.3

#### Salary on Appointment

#### 3.3.1

##### Qualification Entry Points

- (a) The basic qualification for a primary school teacher is the Diploma of Teaching or a three-year bachelor degree of teaching (e.g. Bachelor of Education, Bachelor of Teaching).
- (b) Subject to 3.3.1(a), a teacher who has no service credits shall, on appointment to a base scale position, be paid on the first step of the relevant qualification group as follows:

**Step 1 Q1E** Entry point for teachers with a Diploma of Teaching.

**Step 2 Q2E** Entry point for teachers with a Higher Diploma of Teaching, or 2/3 degree (except a three year pre-service degree).

**Step 4 Q3** Entry for teachers with the three year bachelor degree of teaching, or Advanced Diploma of Teaching.

**Step 5 Q3+** Entry for Teachers who hold a bachelor degree together with a recognised teaching qualification (e.g. Diploma of Teaching), or a degree conjointly completed with a bachelor degree of teaching, or an honours degree of teaching, or a Diploma of Teaching together with an Advanced Diploma of Teaching together with a level 7, 120 credit relevant specialist diploma, or a bachelor degree of teaching together with a level 7, 120 credit relevant specialist diploma.

Please refer to Appendix Three for further clarification of this clause.

**Step 6 Q4** Entry for trained teachers with a four year postgraduate honours degree or two bachelor degrees, or a masters degree of teaching or overseas equivalent qualifications recognised by the New Zealand Qualifications Authority (NZQA) at that level.

**Step 7 Q5** Entry for trained teachers with a five year masters degree or doctorate or overseas equivalent qualifications recognised by the NZQA at that level.

- (c) Teachers with previous teaching and/or other recognised service and/or relevant work experience other than teaching, shall be paid at the appropriate step of the relevant qualification group, subject to the provisions of Appendix 6



- 3.3.2 **Untrained Employees**  
 Untrained employees shall be placed on the entry salary rate of:
- \$31,196 (Current); or
  - \$31,820 (2 May 2016); or
  - \$32,456 (2 May 2017).
- The maximum salary rate for untrained employees shall be:
- \$32,553 (Current); or
  - \$33,204 (2 May 2016 ); or
  - \$33,868 (2 May 2017).
- 3.3.3 **Speech Language Therapists (SLT) - Salary on Appointment**
- (a) Salary on appointment for all SLTs shall be in accordance with the notations in 3.1.7 and shall have regard to previous service and qualifications.
  - (b) SLTs shall receive one year of salary credit (i.e. one step on the base scale) for every year of continuous service as an SLT, up to their qualifications maximum.
  - (c) Previous SLT service shall include all service as a trained and registered SLT (including in the employment of a New Zealand state or state-integrated school).
  - (d) Appendix 6 shall apply in regards to any previous work experience (other than SLT service) the SLT has.
- 3.3.4 **Resource Teachers and Regional Health School Teachers - Salary on Appointment**
- (a) All teachers shall be placed on the base salary scale according to previous experience and qualifications;
  - (b) All teachers notated in 3.1.8 will be allocated at least one permanent salary unit upon appointment;
  - (c) RT:Lits will be allocated one permanent salary unit upon appointment subject to 3.3.5A below;
  - (d) RTLB will be allocated one permanent salary unit upon appointment subject to 3.3.5B below.
  - (e) *Resource Teachers Deaf (RTD) and Resource Teachers Vision (RTV) will be allocated one permanent salary unit upon appointment subject to clause 3.3.5C below.*
- 3.3.5A **Resource Teachers Literacy (RT:Lit)**
- (a) Teachers appointed to RT: Lit positions will be required to complete the RT: Lit training programme, unless they have
    - (i) Previously been employed as a resource teacher reading (RTR); or
    - (ii) Been given an exemption by the Secretary; or
    - (ii) Already completed the programme.
  - (b) Teachers required to complete the training programme will be eligible for the unit from the date they commence the programme.
  - (c) Any such teacher who withdraws from the training programme or does not complete the programme within 48 months of appointment to the role will cease to be eligible for the unit.
  - (d) All teachers employed as RT:Lits will be automatically eligible for the unit if the training ceases to be provided.
- 3.3.5B **Resource Teachers (RTLB)**
- (a) Teachers appointed to RTLB positions will be required to complete the RTLB training programme, unless they have
    - (i) Been given an exemption by the Secretary; or
    - (ii) Already completed the programme.
  - (b) Teachers required to complete the training programme will be eligible for the unit from the date they commence the role.
  - (c) Any such teacher who withdraws from the training programme or does not complete the programme within 48 months of appointment to the role will cease to be eligible for the unit.
  - (d) All teachers employed as RTLB will be automatically eligible for the unit if the training ceases to be provided.

**Note:** The permanent unit allocated in 3.3.4(c) and 3.3.4(d) is not incorporated into the salary unit entitlement of a school.

3.3.5C

**Resource Teachers Deaf (RTD) and Resource Teachers Vision (RTV)**

- (a) Teachers appointed to RTD and RTV positions will be required to complete a graduate qualification in Special Education (Hearing Impaired) or (Visually Impaired) or any other equivalent qualification specifically focused on teaching of the hearing or visually impaired, unless they:
  - (i) have been given an exemption by the Secretary; or
  - (ii) already hold an applicable graduate qualification as per (a) above.
- (b) Teachers required to complete a graduate qualification as per (a) above, will be eligible for the unit under clause 3.3.4(e) from the date they commence the RTD or RTV role.
- (c) A teacher who does not complete the qualification within 48 months of appointment to the RTD or RTV role will cease to be eligible for the unit under clause 3.3.4(e).
- (d) All teachers employed as RTD or RTV will be automatically eligible for the unit under clause 3.3.4(e) if no graduate programme as per (a) above, is available.

3.4

**Progression**

3.4.1

**Progression for Base Scale Teachers including Unit Holders**

- (a) Annual Assessment against Professional Standards  
For the purposes of determining annual progression from one step to the next, each teacher's performance will be assessed annually against the relevant professional standards as set out in Schedule 2 or 3 as appropriate;
- (b) When setting performance expectations and development objectives with individual teachers for the coming year, the professional standards at the relevant level against which the teacher is to be assessed should be confirmed between the teacher and the employer;
- (c) For each teacher to progress annually to their next step they will need to demonstrate that they meet the professional standards at the appropriate level;
- (d) Beginning Teachers will have at least two annual assessments against the professional standards for the beginning teacher level before moving to the fully certificated level, except where the teacher and the employer agree that assessment against the beginning standards for more than one annual assessment is not appropriate because of the teacher's previous relevant experience. In such cases teachers may be assessed against the fully certificated teacher standards after one assessment against the beginning teacher standards;
- (e) Fully Certificated Teachers will have at least three annual assessments against the professional standards for fully certificated teachers before moving to the experienced teacher level regardless of whether or not they have reached their qualifications maximum;
- (f) Experienced Teachers are teachers who have had at least three successful annual assessments against the Fully Certificated Teacher professional standards and who then meet the Experienced Teacher professional standards. Experienced Teachers will continue to be assessed annually against the experienced teacher professional standards.

3.4.1 A

**Progression for Relievers**

Relievers shall progress from one step to the next upon completion of each 190 days relieving service, subject to satisfactory performance as attested by the Principal of the school where the teacher has recently been employed as a relief teacher.

- 3.4.1 B **Progression for Untrained Employees**  
 Untrained employees shall progress from the entry salary rate to the maximum salary rate upon completion of twelve months service, subject to satisfactory performance as assessed by the principal.
- 3.4.2 **Deferred Progression**
- (a) Principals will be able to defer progression for teachers who have not met the professional standards at the appropriate level throughout the assessment period;
  - (b) If it is agreed that the teacher has demonstrated within the timeframe determined by the principal (in consultation with the teacher) that they are meeting the appropriate standards, they will progress to the next step from the date of the second assessment. The teacher's anniversary date for the purposes of progression only, would move to the date on which the teacher's performance was deemed to have met the required standards;
  - (c) Where a beginning or fully certificated teacher is unable to attain the standards within the specified time period, the teacher will be required to undergo competency procedures as set out in Part 10.
- 3.4.3 **Local Review Process**
- (a) Where a teacher disagrees with the deferral of their salary increment the teacher may, within 14 working days of being notified of the deferral, seek a review;
  - (b) The employee may be represented during the process;
  - (c) A reviewer shall be a person nominated by the Board of Trustees and acceptable to the employee. The reviewer may be another staff member but should not be someone connected with the original decision to defer progression. In the event that agreement cannot be reached on a reviewer within a reasonable time the Board shall determine who the reviewer will be;
  - (d) The reviewer will give the employee and the principal fair opportunity to make representations;
  - (e) The reviewer shall make recommendations to the Board within 30 days of receiving the employee's application for review;
  - (f) The Board shall make a final decision within 14 days of receiving the recommendations;
  - (g) Where requested, the employee shall have access to the information about him/herself provided to the Board by the reviewer;
  - (h) Nothing in this clause prevents the employee from taking a personal grievance in accordance with Part 10 of this Agreement.
- Note:** *In cases of very small schools it may be necessary to develop a reciprocal arrangement with a neighbouring school.*
- 3.5 **Progression for Resource Teachers**
- (a) Progression through the salary steps for resource teachers up to the second to top step for the relevant qualification maximum for that teacher shall be on an annual basis from the date of appointment, dependent on competent performance as attested by the principal.
  - (b) Progression from the second to top step to the top step for the relevant qualification maximum for that teacher shall be on an annual basis from the date of appointment and is dependent upon proven initiative in the performance of their duties which shall be carried out in a highly competent manner as attested by the principal: Provided that where the principal is unable to make this assessment because of the itinerant nature of the teacher's duties over this 12 month period, the teacher may progress to the top step in terms of subclause (a) above (i.e. competent performance).

- 3.6 Progression for Speech Language Therapists (SLTs)**
- (a) Progression through the salary steps for SLTs up to the top step for the relevant qualification maximum for that SLT shall be on an annual basis from the date of appointment, dependent on competent performance as attested by the principal;
  - (b) Notwithstanding clause 3.6(a), non-graduate SLTs shall, after two years on step 11 and subject to competent performance as attested annually by the principal, receive one permanent unit. An SLT in possession of a unit at the time that they attain Q3+ status shall retain the salary unit, as they have already complied with the intention of this clause.

- 3.7 Salary Maxima**
- Except as provided for in clause 3.10.8, the maximum salary available to an employee shall be the relevant maximum for the employee's qualification group.

**3.8 Recognised Qualifications**

- 3.8.1
- (a) The qualifications chart sets out recognised qualifications for the purposes of determining entry points into the salary scale. The full qualifications chart is available on the Ministry of Education website.
  - (b) The basic qualification for primary teaching is the NZ Diploma of Teaching or a three year pre-service teaching degree.
  - (c) Teachers are assessed on the highest qualification held.
  - (d) Qualifications obtained overseas are assessed in relation to the nearest equivalent NZ qualifications.
  - (e) Trained teachers who have completed two or more qualifications rated Q3 e.g. BA and BSc from different subject areas requiring a minimum of four years full-time study are placed in salary group Q4 and enter the scale on Step 6.

3.8.2 The qualifications chart will be reviewed and any additional qualifications added as required (no more than annually) by the Secretary following consultation with the NZEI Te Riu Roa as follows:

- (a) The Secretary will advise the NZEI Te Riu Roa at least one month prior to the annual review of the qualifications chart of the new qualification(s) to be considered for inclusion in the chart and the qualification group proposed for each new qualification under consideration;
- (b) The NZEI Te Riu Roa will within one month of receiving this information advise the Secretary of any qualification(s) they wish to see included and the qualification group proposed;
- (c) The parties will then meet to discuss the proposals and endeavour to reach an agreement on the proposals;
- (d) In the event that agreement is not reached, the Secretary may amend the qualifications chart, as he/she deems appropriate, having regard to the consultation process;
- (e) Any changes to the qualifications chart will be notified in the Education Gazette;
- (f) The Secretary shall not delete any qualifications from the qualifications chart without the agreement of the NZEI Te Riu Roa.

### **3.9 Recognition of Improved Qualifications**

- (a) Upon obtaining the appropriate qualifications for Q2, Q3, Q3+, Q4 or Q5, a teacher shall be entitled to progress annually to the appropriate qualifications maximum, providing the teacher meets the requirements for progression.
- (b) Teachers who improve their qualification(s) shall, on the effective date of improving the qualification(s), receive at least the minimum commencing step for the new qualification(s). The effective date for the improvement of qualification(s) to a higher group in this situation is:
  - (i) Where qualifications are improved at the end of the academic year - the commencing date of the following school year, that is 28 January; or
  - (ii) Where qualifications are improved during an academic year - the date of the official notification from the relevant tertiary provider of achievement of the qualification(s).
- (c) Teachers who, in accordance with (a) above, have been held at the maximum point of the salary scale for their qualification group for one or more years of service for salary purposes and who subsequently improve their qualification(s) shall be entitled to progress one salary step towards the maximum step of their new qualification group from the effective date of improving their qualification(s). This date shall become their new anniversary date for salary progression purposes.  
The effective date for the improvement of qualification(s) to a higher salary group is the date of official notification from the relevant tertiary provider of achievement of the qualification(s).

### **3.10 Units**

- 3.10.1 Boards will be entitled, in any one school year, to a number of units for the purposes of management, responsibility, recruitment, retention and/or reward, generated by formula in the Education (School Staffing) Order for the time being in force. The employer shall consult with teachers in developing a policy to determine the use of units.
  - (a) Boards with an entitlement of four or more units may allocate up to 40% of the units on a fixed term basis.
  - (b) Boards with an entitlement of three or fewer units:
    - (i) can make fixed term units divisible by two.
    - (ii) must allocate at least one unit permanently.
- 3.10.2 Permanent units are paid at the rate of \$4,000 and are additional salary regardless of the level of aggregation. They are paid at the substantive rate (i.e. not divisible) to both full-time and part-time teachers. The only circumstance in which permanent units may be proportioned is in an approved full-time job share position.
- 3.10.3 Fixed term units are paid at the rate of \$4,000 and are additional salary regardless of the level of aggregation. They are paid to both full-time and part-time teachers at the substantive rate and are not divisible unless clause 3.10.1(b) applies.
- 3.10.4 Any extra units allocated on the basis of increased staffing provisions resulting from an increase in the school's roll during the year shall be allocated as fixed term units. Any such units will have the end of the school year as their end date.
- 3.10.5 An appropriate number of permanent additional units shall be allocated to teachers holding positions, outside entitlement, described as at 1 February 1998 as follows:
  - (a) Senior teachers special duties (in normal schools);
  - (b) Senior teachers in country model schools;
  - (c) Attached teachers holding "Q scale" positions;
  - (d) Senior teachers in attached classes or units; and
  - (e) Resource and Regional Health School teachers pursuant to clause 3.1.7 and 3.1.8.

- 3.10.6 In schools where the total of entitlement and attached staffing is 21 FTTEs or less, Boards may designate no more than two teachers, holding permanent units, “deputy principal” or “assistant principal”. Where the total of entitlement and attached staffing exceeds 21 FTTEs, Boards may designate no more than three teachers, holding permanent units, “deputy principal” or “assistant principal”.
- 3.10.7 Subject to clause 3.10.6, teachers who have been designated by the Board “deputy principal” or “assistant principal” shall be paid at Q3 maximum on the base scale plus any units, of whatever type, allocated to them. Other teachers who have been allocated units shall be paid at their current step on the base scale plus any units, of whatever type, allocated to them. Teachers designated by the Board “deputy principal” or “assistant principal” and who meet the criteria for Q3+, Q4 or Q5 (as defined in 3.3) shall be paid at Q3+ maximum plus any units, of whatever type, allocated to them.
- 3.10.8 Except as provided for in clause 3.10.7 above, teachers holding permanent units and who meet the criteria for Q3+, Q4 or Q5 (as defined in 3.3) shall be entitled to progress pursuant to clauses 3.4.1, 3.4.2, 3.4.3, 3.5 and 3.6 to the Q3+ maximum of the base scale.
- Except as provided for in clause 3.10.7 above, teachers holding permanent units (including permanent additional units) shall be entitled to progress pursuant to clauses 3.4.1, 3.4.2, 3.4.3, 3.5 and 3.6, beyond their qualifications maxima, to Q3 maximum of the base scale provided that:
- (a) Where such teachers have gone beyond their qualification maximum they shall revert to that qualification maximum if their permanent units are lost through voluntary relinquishment or acceptance of a position without permanent units;
  - (b) Where such teachers subsequently regain permanent unit(s) they shall also gain an immediate base scale increment (if not already at Q3 maximum of the scale) and will become eligible for any further increment(s) due from the anniversary of that date.
- 3.10.9 Fixed term units, allocated for any reason, will be paid in addition to the teacher’s rate of pay, including any permanent units.
- 3.10.10 At the time of allocating a fixed term unit or units, the employer shall specify in writing the period of time for which the teacher shall be entitled to that fixed term unit or units, and the particular assignment or task to be undertaken for which the fixed term unit or units has been allocated.
- 3.10.11 The entitlement to that fixed term unit or units shall cease at the expiry of the specified period of time or on the completion of the specified assignment or task.
- 3.10.12 The employer may reallocate a fixed term unit or units to the same or another teacher for a further period of time or for a further particular assignment or task.
- 3.10.13 Teachers allocated only fixed term units shall be entitled to progress pursuant to clauses 3.4.1, 3.4.2, 3.4.3, 3.5 and 3.6 to their qualification maximum on the base scale.

### **3.11 Allowances**

In addition to base salary the following allowances apply:

### **3.12 Grandparented Service Increment**

- (a) A permanent employee on 1 July 1992 who received a service increment shall maintain that entitlement at a rate of \$1,641 per annum while the employee remains in a position covered by this Agreement.
- (b) Teachers from area or secondary schools who were in receipt of a service increment under their appropriate Contract as at 10 September 1992 who then transfer to the primary service shall receive the primary service increment of \$1,641 per annum.
- (c) A short break in service (being less than six months) for any teacher in receipt of the service increment will not affect eligibility for the service increment.
- (d) Approved paid leave and unpaid leave, parental leave, and leave for childcare purposes of less than five years will not affect eligibility for the service increment.

- (e) Teachers who move from employment with one Board to another Board will continue their entitlement to the service increment unless there is a break in service of six months or more (other than a period of leave described in (d) above).

**3.13 Higher Duties Allowance – Acting in a Higher Position Other Than Principal**

- (a) A higher duties allowance shall be paid to an employee who acts up for more than eight consecutive working days in a position with a higher salary.
- (b) The amount of the higher duties allowance shall be:
  - (i) An additional 5% on the employee's existing salary (excluding allowances) for periods where the employee acts up for up to one term;
  - (ii) The difference between the employee's existing salary (excluding allowances) and the rate for the position the employee is acting in but not more than the rate which is equivalent to up to a maximum of three units above the employee's existing salary (excluding allowances) where the employee acts up for one full school term or more.
- (c) The allowance shall be paid from the first day of acting up, including the first eight days.
- (d) An employer may agree that the duties of the higher position may be shared between two employees for the duration of the period of acting in a higher position. Where this occurs the employer will advise the hours assigned to each employee and they will be paid on a pro rata basis according to (f) below.
- (e) This allowance shall be included in the employee's salary in order to calculate appropriate holiday pay for that employee.
- (f) The 'rate for the position' is the salary the employee acting up would receive should they be permanently appointed to the position but not less than the rate for their current position.
- (g) When as a consequence of an appointment to the Community of Learning leadership role the employer reallocates duties of a teacher(s) acting in a higher position to a teacher or teachers then:
  - (i) the higher duties allowance shall be paid from the date the duties are transferred
  - (ii) the higher duties allowance may be paid to both permanent and fixed term teachers
  - (iii) the employer shall identify either the hours assigned to each teacher (as per 3.13 (d) above) or the total hours transferred each term where the duties are not performed on a continuous basis
  - (iv) the rate of the higher duties allowance will be calculated in accordance with 3.13 (b) and 3.13 (f) above.

**3.14 Relieving Principal**

- (a) Where a teacher relieves in the position of principal for a period of more than two weeks, payment for the period concerned shall be an allowance representing the difference between his/her salary (if any) and the base salary rate that would be payable if the teacher was appointed to the position of principal but shall not be less than the rate of salary in the teacher's own position.
- (b) The allowance shall be paid from the first day of acting up including the first two weeks.
- (c) This allowance shall be included in the teacher's salary in order to calculate appropriate holiday pay for the teacher.
- (d) When a permanent teacher relieves in the position of principal in the same school because the principal has been released to undertake the functions of the Community of Learning leadership role the teacher shall receive an allowance as per 3.14 (a) to 3.14 (c) above.

- (e) Where the teacher is not undertaking the whole of the principal's role, the allowance will be pro-rated based on the proportion of the role undertaken by the teacher. Where more than one teacher is undertaking the principal's role, the allowance shall be pro-rated provided that the total allowance paid in combination, does not exceed the amount payable if a single teacher was acting in the role.

### **3.15 Isolation Allowance**

3.15.1 An employee whose work requires that they reside permanently at a locality designated as isolated will receive an isolation allowance at the prescribed rate.

3.15.2 An isolation allowance will be paid fortnightly and during:

- (a) Periods of annual leave, whether or not the employee remains in the isolated locality;
- (b) Any absence from the isolated locality on sick leave or other paid leave of up to seven consecutive days;
- (c) Periods where an employee goes to another locality and is paid a school camp allowance.

3.15.3 Part-time teachers will be paid the isolation allowance on a pro rata basis.

3.15.4 Where an employee:

- (a) Immediately prior to the introduction of the isolation allowance was being paid a "remote allowance"; or
- (b) Before 2 April 1982 was appointed to a locality in which, but for the provisions of this Agreement would have received a "remote allowance" and where residence in that same locality does not now qualify for an isolation allowance: that employee shall nevertheless be paid an allowance, at the rate to which they would have been entitled, as a "remote allowance" until such time as either:
  - (i) S/he moves; or
  - (ii) Residence at that locality ceases to qualify for a "remote allowance"; or
  - (iii) Residence at that locality entitles the employee to an isolation allowance payment.

The rate for this "remote allowance" for employees will be fixed at \$109.01.

3.15.5 The isolation allowance rates for employees whose full-time residence is in a locality which has a population of less than 300 are listed in Appendix 1.

### **3.16 Hard to Staff Allowances**

#### **3.16.1 Staffing Incentive Allowance**

Additional salary at the rate of \$1,000 per annum shall be paid to teachers who are not in receipt of the Priority Teacher Supply Allowance and who meet one of the following criteria;

- (a) All full-time teachers appointed to advertised positions in schools designated as having serious staffing difficulties;
- (b) All full-time teachers in schools approved because of location;
- (c) All full-time long-term and other relieving teachers who serve in an approved school or schools for a minimum period of two consecutive school terms.

#### **3.16.2 Priority Teacher Supply Allowance**

(a) The Priority Teacher Supply Allowance (PTSA) provisions below shall apply only to teachers employed in decile one or decile two Priority Staffing Status schools.

(b) Full-time fully-certificated teachers employed on a permanent or long term relieving basis of two consecutive terms or more and who have been attested as having met the professional standards (i.e. the fully-certificated teacher, experienced teacher or deputy principal and assistant principal standards as appropriate) shall be entitled, from the date of appointment, to receive the PTSA of \$1,500 per annum.



- (c) Full-time provisionally certificated teachers or teachers certificated subject to confirmation who are employed on a permanent or long term relieving basis of two consecutive terms or more will receive, from the date of appointment, the allowance at the rate of \$1,000 per annum until such time as they are fully-certificated and attested as having met the fully-certificated teacher professional standards.
- (d) Priority Staffing Status schools are those schools in the regions set out in the Ministry of Education's *Resourcing Handbook (Chapter Four: Payments to Individuals)* and may be changed by the Ministry of Education as priority needs shift.
- (e) The Priority Teacher Supply Allowance is not payable to any teacher in a position approved for Priority Staffing Status on the basis of severe difficulty in recruiting to that position.
- (f) Teachers moving to a position in which they will be eligible to receive the Priority Teacher Supply Allowance are entitled to either the National Relocation Grant (as set out in the Ministry of Education guidelines on Teacher Supply Initiatives) or to the transfer and removal provisions of this Agreement. On completion of a minimum of three years' continuous service in one or more decile one or two Priority Staffing Status schools a teacher shall have access to the transfer and removal provisions of this Agreement when moving from this category of school to another teaching position in a state or state-integrated school.
- (g) In the event that a region is removed from the Priority Staffing Status coverage, or when as a result of a reassessment a school is no longer rated as decile one or two, teachers who were in receipt of the Priority Teacher Supply Allowance prior to that change or reassessment, shall continue to receive the allowance until the end of the school year. Teachers who are so affected shall retain their entitlement to the transfer and removal provisions of this Agreement for a further three years.

**3.17**  
3.17

**Māori Immersion Teaching Allowance (MITA)**

- (a) All teachers, as defined in clause 1.6.14, required to teach in te Reo Māori immersion classes at levels one, two or three as defined in Schedule 1 to this Agreement shall receive an allowance of \$4,000 per annum. This allowance shall be pro-rated for part time teachers (based on the teacher's total hours).
- (b) From the start of the 2017 school year, all teachers, as defined in clause 1.6.14, required to teach in te Reo Māori immersion classes at level one who have more than three continuous years' service teaching in level one Māori immersion classes shall receive an additional allowance of \$2,000 per annum. This is in addition to the allowance described in clause 3.17(a). This allowance shall be pro-rated for part time teachers (based on the teacher's total hours).
- (c) From the start of the 2017 school year, for all teachers, as defined in clause 1.6.14, required to teach in te Reo Māori immersion classes at level one who have more than six continuous years' service teaching in level one Māori immersion classes the additional allowance described in clause 3.17(b) shall increase to \$4,000 per annum. This is in addition to the allowance described in clause 3.17(a). This allowance shall be pro-rated for part time teachers (based on the teacher's total hours).
- (d) The employer shall attest to the eligibility of teachers for these allowances according to the levels of te Reo Māori immersion outlined in Schedule 1 of this agreement.
- (e) For clarity continuous service for the payment of the allowance in (b) and (c) above shall be interrupted but not broken by any periods of unpaid leave and/or breaks in teaching service and/or teaching service in classes other than Māori immersion level one.

**3.18 Special Duties Increment Allowance**

An employee appointed to a permanent or relieving position (minimum appointment period of one term) in approved types of special classes or schools, hospital classes in approved schools with special teaching problems and employees appointed to Resource Teacher: Learning and Behaviour positions, shall be paid a special duties allowance of one additional salary step or, if the employee is on or beyond the maximum step of their qualification group, additional salary of \$995 per annum.

**3.19 Bus Controller's Allowance**

An employee appointed bus controller for a school district who undertakes the full duties of bus control as determined from time to time by the employer shall be paid additional salary at the rate of \$3.72 per day for the first route and \$1.30 per day for each additional route thereafter.

**3.20 Normal/Model School Allowance**

- (a) A full-time permanent or relieving teacher (employed for at least one year) in a normal or a model school is to receive additional salary of \$2000 per annum.
- (b) The provisions of this subclause shall not apply to an employee in a special class or a hospital class attached to a normal school, or to a provisionally certificated teacher except with the approval of the College of Education which shall only be given where those teachers are actually participating in the school's programme for the training of trainees.

**3.21 Associate Teacher Allowance**

**3.21.1** An associate teacher allowance of \$51.60 per trainee week shall be paid under the following provisions:

- (a) The following definitions shall apply:
  - (i) 'Trainee' means a teacher trainee, or teacher on a course of retraining, at a college of education or teacher training provider approved and accredited under the provisions of the Education Act 1989 or a teacher undertaking a full-time course of specialised training;
  - (ii) 'Associate teacher' means a teacher employed by a Board of Trustees, approved by a college of education or other teacher training provider approved and accredited under the provisions of the Education Act 1989, to assist in the practical training of trainees under conditions defined by the provider;.
- (b) For each trainee week, namely each week each trainee is posted to an associate teacher's classroom for at least four teaching days, the teacher shall be paid at the rate specified above;
- (c) Employees who are not associate teachers but are required to have trainees in the classroom for up to eight student weeks in any one year shall, except when the time spent in the one classroom by one or more trainees is less than four teaching days a week, be entitled to payment in accordance with the rate specified above;
- (d) Where the approved teacher training provider approves the posting of trainees for a period of less than four teaching days a week, then payment shall be made in accordance with the rate specified above on the basis of the aggregation of those periods;
- (e) The associate teacher allowance is payable to teachers who are not necessarily involved in classroom related duties but who otherwise satisfy the provisions of this clause;
- (f) The associate teacher allowance shall be payable at a daily rate for a trainee once four days have been completed with that trainee pro rated on the rate specified above. The first four days will also qualify for payment;
- (g) The associate teacher allowance shall not be payable to an employee receiving the normal school allowance.

### 3.22 **Compassionate Grant**

- 3.22.1 (a) A compassionate grant shall be paid by employers to a partner, or if there is no partner, to the next of kin of an employee who dies while employed in the state teaching service. Compassionate grants are calculated as a proportion of the annual rate of salary (including any permanent salary allowances) payable to the employee at the time of death as follows:

<b>Length of Service (in New Zealand State Schools)</b>	<b>Proportion of Annual Salary Rate</b>
20 years or more	One-eighth
10 years but less than 20 years	One-twelfth
Under 10 years	No grant payable

For the purposes of this clause, "service" means service in New Zealand state schools.

- (b) Service must be continuous except that intervals of up to one year may be bridged and service aggregated, but the intervals do not count as service. If an interval exceeds one year, the qualifying service commences afresh after the interval.

### 3.23 **Payment of Salaries**

#### 3.23.1 **Payment of Salaries – Permanent Employees**

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

#### 3.23.2 **Payment of Salaries - Long Term Relievers**

- (a) Long-term relievers employed in excess of three weeks shall be paid a salary at the appropriate rate specified in this Agreement.
- (b) If due, the following allowance(s) shall be paid in addition: boarding allowance; isolation allowance; special duties increment allowance; staffing incentive allowance.
- (c) Long-term relievers employed for one year or less shall be entitled to the provisions of this Agreement as specified.
- (d) A long-term relieving teacher appointed to a relieving position for a period of at least one year shall be regarded as a permanent appointment in terms of the provisions of this Agreement except for the staff surplus provisions in Appendix 4.

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

#### 3.23.3 **Payment of Salaries - Short Term Relievers**

- (a) Short-term relievers employed shall be paid at the rate of 1/190 of the appropriate annual salary for each day worked (inclusive of holiday pay). Provided that the maximum daily rate payable for relievers employed for no more than three weeks shall not exceed 1/190 of step 8 on the base scale.
- (b) A reliever shall, wherever possible, be entitled to be paid within the current or immediately following pay period.
- (c) If employed on an hourly basis, this proportion shall be 1/950 of the applicable annual rate to a maximum of step 8 on the base scale (inclusive of holiday pay); provided no reliever so employed shall be paid for less than two hours per day of relief and, if there is a break in duties of one and a half hours (1.5) or more, an allowance equivalent to one (1) hours pay shall be paid.

#### 3.23.4 **Method of Payment**

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

**3.24 Holiday Pay (Permanent and Long Term Relieving Employees)**

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

- (a) Holiday Pay = 30% of the number of days of service in a school year defined above.
- (b) If a permanent employee has had leave without pay for a period exceeding five consecutive days, the holiday pay to be deducted is based on the total number of days without pay.
- (c) When an employee resigns, any half-day resulting from calculation of holiday pay is to the benefit of the employees.
- (d) When a school closes on a Friday and the vacation commences on the Monday following, the intervening weekend is school time and not vacation time.

The number of days holiday pay is counted from the beginning of the vacation. Deductions of holiday pay are made from the end of the vacation.

This provision shall also apply to long term relieving employees appointed to relieving positions for a term of one year or less.

**3.25 Part-time Employees**

3.25.1 The salary of a part-time employee shall be a proportion of the rate in the base scale applicable if employed full-time, excluding any additional allowances.

3.25.2 **Temporary Change in Hours**

Where a part-time employee increases the number of weekly class contact hours (but less than full-time) for a period of up to four weeks, the additional hours shall be paid on the basis of 1/1,000 of the employee's annual rate (this rate is inclusive of holiday pay).

3.25.3 **Long-term Change in Hours**

Where a part-time employee increases weekly class contact hours (but less than full-time) for a continuous period exceeding four weeks, an appropriate pro rata adjustment shall be made. Holiday pay is calculated each term, as per clause 3.24. Where there has been a long term change in hours during the term, holiday pay is to be paid according to the average hours worked during the term.

3.25.4 **Part-time Employees who Temporarily Work Full-time**

Where a part-time employee works full-time for a period of one week or more, payment shall be made on a full-time basis. Payment during vacations for holiday pay shall be made at the full-time salary rate for a period equal to 30% of any period or periods in which the employee worked full-time and the balance of vacations should be paid at the normal prorated rate.

3.25.5 **Increments**

- (a) Part-time employees shall receive increments, where applicable, under the same conditions as full-time employees.
- (b) Salary credit is for class contact hours only. If employment is less than 20 hours per week, each complete 1000 hours is equivalent to one year's full-time teaching.

3.25.6 **Credit as Full-time Service**

For incremental purposes, 20 hours a week or more are credited as full-time salary service. This service is counted as for full-time employees. Part-time service less than 20 hours a week, performed since the last increment was paid, may be counted towards the next increment on the basis of one month's credit for each 80 hours worked.

### **3.26 Payments for Recruitment, Retention and Responsibility**

- 3.26.1 Boards may make payments to teachers from operational funding for reasons of recruitment, retention or responsibility with the objective of enhancing educational outcomes.
- 3.26.2 The allocation of the payments is made after consultation with the teaching staff and where there is agreement between the employer and the teacher being offered the payment.
- 3.26.3 The payments are valued at \$2,750 per annum, are divisible by two, and paid fortnightly with base salary. The payments do not allow a teacher to progress past their salary qualification maximum nor do they attract surplus staffing protection provisions.
- 3.26.4 The payments may be allocated on a permanent or a fixed term basis, including for the duration of a special assignment or project. Where the duration of payment is for a fixed term, this shall be specified at the time of allocating the payment and the entitlement shall cease at the expiry of the specified period, or on completion of the special assignment or project.
- 3.26.5 A permanent recruitment, retention and responsibility payment may be withdrawn on two term's notice by the Board.

### **3.27 Tutor Teacher Allowance**

- 3.27.1 A tutor teacher is a teacher who has met the fully certificated or experienced teacher professional standards in this Agreement as appropriate and is designated as being responsible for providing an advice and guidance programme to a provisionally certificated first or second year teacher working towards full certification. The responsibilities of a tutor teacher include assisting the provisionally certificated teacher to meet the certification requirements.
- 3.27.2 A tutor teacher allowance of \$4,000 is payable to a designated tutor teacher while they are responsible for a permanently appointed or long-term relieving first or second year provisionally certificated teacher or teachers provided that the total combined hours worked by the provisionally certificated teacher(s) are at least 0.8 FTTE, provided that the tutor teacher is not receiving at the same time an allowance payable under the provision of 3.27.3.
- 3.27.3 A tutor teacher allowance of \$1,000 is payable to a designated tutor teacher while they are responsible for a permanently appointed or long term relieving first year provisionally certificated teacher where the hours worked by the provisionally certificated teacher are 0.5 FTTE or greater but less than 0.8 FTTE, provided that the tutor teacher is not receiving at the same time an allowance payable under the provision of 3.27.2.
- 3.27.4 A tutor teacher may be responsible for tutoring more than one provisionally certificated teacher concurrently, but shall only receive one payment of the allowance.
- 3.27.5 Only one teacher may be designated as being responsible for tutoring any provisionally certificated teacher at any one time.
- 3.27.6 The designation of tutor teacher shall be for no more than one school year on each occasion.
- 3.27.7 Where the provisionally certificated teacher is employed for part of a year, e.g. one term, the allowance shall be paid to the tutor teacher for that part of the year only.

- 3.28 Classroom Release Time (CRT)**
- 3.28.1 Every full-time permanent teacher, or long term reliever employed for at least a term, shall receive ten hours classroom release time per term.
- 3.28.2 Every part-time teacher employed for at least 0.8 FTTE per week who is either permanently employed or a long term reliever employed for at least a term, shall receive a prorated amount of ten hours classroom release time per term.
- 3.28.3 Every employer shall, in consultation with teachers, develop and maintain a policy for the allocation of classroom release time.
- 3.28.4 Classroom release time will be allocated according to policy developed as described in 3.28.3 above, except where it is not possible for genuine reasons arising at short notice.
- Note: Guidelines for the appropriate use of classroom release time are available on both the NZEI Te Riu Roa and the Ministry of Education websites.*
- 3.29 Braille or NZ Sign Language Allowance**
- Full-time teachers as defined in clause 1.6.14 of this Agreement employed at van Asch Deaf Education Centre, Kelston Deaf Education Centre or the Blind and Low Vision Education Network New Zealand (BLENNZ) shall be entitled to this allowance at the rate equivalent to a unit, provided that the teacher:
- (i) is not a resource teacher of the deaf or visually impaired; and
  - (ii) does not receive a unit allocated to Resource Teachers Deaf or Resource Teachers Vision; and
  - (iii) is required to hold a graduate qualification in Special Education (Hearing Impaired) or a graduate qualification in Special Education (Visually Impaired) or any other equivalent qualification specifically focused on teaching of the hearing or visually impaired; and
  - (iv) is employed in a teaching position for which the ability to teach in NZ sign language or Braille is a prerequisite.
- Only one allowance can be allocated per individual.
- 3.30 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.
- 3.31 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 3.1.7.
  - A Special Duties Increment Allowance as per clause 3.18.
  - One unit per annum (as per the unit table in clause 3.1.7).
  - Any leadership payments allocated under clause 3.30 above.
- 3.32 Advanced Classroom Expertise Teacher Allowance**
- The Advanced Classroom Expertise Teacher (ACET) is a classroom teacher whose practice has been formally recognised as being demonstrably higher than the Experienced Teacher Professional Standards.
- 3.32.0 Preamble
- (a) The following provisions have been agreed in response to an NZEI Te Riu Roa claim about career pathways for teachers.
  - (b) The parties acknowledge that aspects of teacher remuneration are in need of review and that recognition of ACET by way of an allowance may provide a step towards a more coherent remuneration framework.
  - (c) The parties will monitor and discuss the operation of the ACET allowance as part of ongoing consideration of teacher remuneration provisions.
- 3.32.1 Primary teachers who meet the eligibility requirements set out in 3.32.2 below, with the endorsement of their principal will be entitled to undertake the process for recognition as ACET, subject to any national prioritisation process.

- (a) Consideration for recognition as an ACET is available only to classroom-based teachers.
  - (b) A maximum of 800 ACET allowances will be available from 28 January 2015 via an allocation process beginning in 2014.
  - (c) No more than 800 ACET allowances will be allocated at any one time. In the event that not all allowances can be allocated or are relinquished, there will be a process to allocate these from time to time to maintain this total of 800 allowances.
- 3.32.2 Eligibility requirements for an ACET include:
- (a) Being a fully certificated, permanent teacher with a classroom teaching load of at least 0.8 FTTE; and
  - (b) Holding no more than one permanent unit; and
  - (c) Having at least six years classroom teaching experience in a New Zealand state or state-integrated school; and
  - (d) Being at the maximum step of their qualification group for three consecutive years in a New Zealand state/state-integrated school prior to application (with successful attestation against the Experienced Teacher Standards (Schedule 3 of this Agreement) in each of those years).
- 3.32.3 A teacher recognised as an ACET under 3.32 shall be paid an allowance of \$5,000 per annum, provided the eligibility criteria in 3.32.2 and attestation of practice by the principal against the ACET professional criteria, is maintained as part of the school's annual appraisal process.
- 3.32.4 The ACET allowance shall cease to be paid under the following circumstances:
- (a) reducing below an 0.8FTTE classroom teaching load for a period longer than one term; or
  - (b) as a result of adverse outcome of competency or disciplinary processes; or
  - (c) an unsatisfactory performance review; or
  - (d) an unsatisfactory three-yearly assessment to maintain certification to practice.
- 3.32.5 The ACET allowance may be relinquished voluntarily.
- Note 1:** *The parties and the New Zealand School Trustees Association (NZSTA) will produce agreed guidelines to assist in the ACET recognition process. The guidelines may be amended by the parties and NZSTA from time to time to assist in these processes.*
- Note 2:** *The parties and NZSTA will consider the findings of an initial evaluation of the ACET allowance during 2015. This will inform subsequent discussions on the ACET Allowance.*
- 3.32.6 From 28 January 2015 a teacher allocated an ACET allowance, who hold Q1 or Q2 qualifications, shall be entitled to progress, from the date of allocation, pursuant to clause 3.4, beyond their qualification maxima to Q3 maxima of the base scale provided that teachers who have gone beyond their qualification maxima revert to their qualification maxima if the ACET allowance is lost through voluntary relinquishment or the teacher is no longer eligible for the allowance in terms of clause 3.32.2 effective from the date eligibility is lost.
- 3.32.7 A teacher who ceases to be eligible for the ACET allowance because s/he is allocated more than one permanent unit shall retain any salary progression pursuant to clause 3.32.6 as at the date eligibility is lost. Any further progression shall be pursuant to clause 3.10.8.
- 3.33 Allowances for Community of Learning Teacher (between schools) Role**
- 3.33.1 Boards within each Community of Learning will be entitled to a number of Teacher (between-schools) roles, generated by formula in the relevant Staffing Order, to facilitate engagement of all staff in the Community of Learning.
- 3.33.2 The responsibilities and/or activities of each role will be defined in substance and time by the Community of Learning's shared achievement plan.

- 3.33.3 A Community of Learning Teacher (between-schools) role will be appointed to promote best teaching practice across a Community of Learning, in line with the challenges in the Community of Learning's shared achievement plan. Promotion of best teaching practice may include a focus on:
- collaborative inquiry
  - expertise capacity building
  - pedagogy/teaching practice
  - community engagement
  - transition support
  - cultural competency.
- 3.33.4 A teacher, who through an agreed selection process, has met the national criteria or professional standards (and is affirmed by the National Panel as having met the criteria or standards as applicable) and demonstrated how they will help meet the agreed purpose/focus for the role within the Community of Learning and is appointed to the role will be entitled to receive an allowance of \$16,000 per annum.
- 3.33.5 The period of appointment to the role will be up to two years, the exact tenure will be determined by the Community of Learning based on needs identified through the planning process, with the agreement of the Community of Learning, teacher and employing board, subject to (3.33.6), (3.33.10) and (3.33.11) below.
- 3.33.6 The initial period of appointment may be extended for one further period of up to two years depending on the needs of the Community and the progress of planning and inquiry, with the agreement of the Community of Learning, teacher and employing board.
- 3.33.7 Where a Community of Learning cannot select a teacher to one of the Teacher (between-schools) roles it generates from within the Community of Learning, or seeks an alternative period for the appointment of one or more of the roles, the Secretary for Education may agree to alternatives. This may result in alternative arrangements for the payment of the allowance outlined in (3.33.4) above and for the provision of the time allowance outlined in (3.33.9) below or for the period of the appointment to the role outlined in (3.33.5) or (3.33.6) above.
- 3.33.8 As the role is intended to expand on career opportunities for classroom teachers to use and develop their professional leadership skills while remaining in the classroom, a teacher appointed to this role must maintain at minimum a 0.5 FTTE classroom teaching load.
- 3.33.9 The employing board will receive additional 0.4 FTTE staffing for the period of the appointment to enable the functions of the role to be fulfilled.
- 3.33.10 The allowance may be suspended by the employing board where the teacher is undergoing competency processes as outlined in clause 10.7.2.
- 3.33.11 The allowance will cease to be payable in the following circumstances:
- (a) where the teacher has been the subject of an adverse outcome following competency or disciplinary processes (or both); or
  - (b) where the teacher ceases to be employed as a teacher at that school; or
  - (c) where, with the agreement of the employing board, the teacher voluntarily relinquishes the role; or
  - (d) where the teacher ceases to hold the role; or
  - (e) when the fixed period of the appointment ends, regardless of whether the teacher remains at that school; or
  - (f) where the employing board become ineligible to make the allowance available. In such circumstances the teacher will be provided notice of a period that is the lesser of the remainder of the term of the appointment or one year, provided the teacher continues to hold a similar status in that school.
- 3.34 Allowances for Community of Learning Teacher (within school) role**
- 3.34.1 Boards within each Community of Learning will be entitled to a number of within school teacher roles, generated by formula in the relevant Staffing Order to promote best teaching practice within a school and strengthen the use of an inquiry approach to teaching and learning.
- 3.34.2 The responsibilities and/or activities of each role will be defined in substance and time by the Community of Learning's shared achievement plan.



- 3.34.3 A Community of Learning Teacher (within school) role will be appointed to promote best teaching practice, in line with the challenges in the Community of Learning's shared achievement plan. Promotion of best teaching practice may include a focus on:
- collaborative inquiry,
  - expertise capacity building,
  - pedagogy/teaching practice,
  - community engagement,
  - transition support and
  - cultural competency.
- 3.34.4 A teacher appointed to the role will be entitled to receive an allowance of \$8,000 per annum. Such a teacher must, through an agreed selection process, have met the relevant criteria and demonstrated how they will help meet the agreed purpose/focus for the role within the Community of Learning.
- 3.34.5 The period of appointment to the role will be determined by the employing board based on the needs identified through the Community of Learning's shared achievement plan. The role can be appointed permanently.
- 3.34.6 Where the role is appointed on a fixed term basis, the period of appointment may be for up to one year, taking account of the needs of the Community of Learning and the progress of planning and inquiry.
- 3.34.7 Where a role is transferred from another board, it may only be allocated for a fixed period of up to one school year.
- 3.34.8 As the role is intended to expand on career opportunities for classroom teachers to use and develop their professional leadership skills while remaining in the classroom, a teacher appointed to this role must maintain at minimum a 0.8 FTTE classroom teaching load.
- 3.34.9 The employing board will receive additional 0.08 FTTE staffing for the period of the appointment to enable the functions of the role to be fulfilled.
- 3.34.10 The allowance may be suspended by the employing board where the teacher is undergoing competency processes as outlined in clause 10.7.2.
- 3.34.11 The allowance will cease to be payable in the following circumstances:
- (a) where the teacher has been the subject of an adverse outcome following competency or disciplinary processes (or both); or
  - (b) where the teacher ceases to be employed as a teacher at that school; or
  - (c) where, with the agreement of the employing board, the teacher voluntarily relinquishes the role; or
  - (d) where the teacher ceases to hold the role; or
  - (e) where the appointment is for a fixed period, when that fixed period ends, regardless of whether the teacher remains at that school; or
  - (f) where the teacher loses the roles because the number of allowances available to the employing board is reduced, the salary protection provisions of clause 9A.5 will apply. If the teacher returns to, or is subsequently appointed to a position of equal or higher remuneration than they received while in the Community of Learning teacher within school role, the salary protection will no longer apply.

## Part 4 Conditions Relating to Leave

### 4.1 Sick Leave Entitlement

4.1.1 The employer shall grant sick leave on full pay as set out below. The following sick leave allocation applies to all teachers. A teacher who was employed by an employer immediately prior to 1 July 1992 shall have their transitional sick leave entitlement calculated on the basis set out in clause 4.1.4.

#### 4.1.2 Minimum Entitlement

A teacher who works for the employer for a period of more than six months, or who has service recognised for the purposes of sick leave (as defined in clause 4.2) which exceeds 6 months, shall be entitled to 5 days sick leave on pay on account of sickness or injury, in each ensuing period of 12 months. Unused sick leave under this provision may be accumulated and used at a later date but the next year's entitlement cannot be anticipated.

#### 4.1.3 Additional Entitlement

In addition to the entitlement in 4.1.2, the following sick leave shall be granted:

Table A

PERIOD OF SERVICE	ADDITIONAL DAYS FOR EACH PERIOD OF SERVICE
Up to 3 months	7 days
Over 3 months and up to 6 months	7 days
Over 6 months and up to 9 months	7 days
Over 9 months and up to 5 years	5 days
Over 5 years and up to 10 years	19 days
Over 10 years and up to 20 years	14 days
Over 20 years and up to 30 years	25 days
Over 30 years	22 days

- a. Unused sick leave granted under Table A can be accumulated and used at a later date.
- b. In exceptional circumstances the employer may grant sick leave with pay in anticipation of future entitlements under Table A, provided that no extension may be granted beyond 106 days. Before approving any such extension the employer shall ensure that any extension complies with any funding arrangements applying to the school.

#### 4.1.4 Transitional Sick Leave

A teacher who was employed by an employer immediately prior to 1 July 1992 shall have their sick leave entitlement calculated on the following basis:

Table B

LENGTH OF SERVICE	AGGREGATED PERIOD FOR WHICH SICK LEAVE ON PAY MAY BE GRANTED DURING SERVICE
0 to 3 months	7 days
Over 3 months and up to 6 months	14 days
Over 6 months and up to 9 months	31 days
Over 9 months and up to 5 years	46 days
Over 5 years and up to 10 years	92 days
Over 10 years and up to 20 years	154 days
Over 20 years and up to 30 years	229 days
Over 30 years	306 days

- a. A teacher shall be entitled to the balance of the sick leave on pay that that teacher was entitled to as at 30 June 1992 as determined from Table B above.
- b. If the balance of sick leave under this clause works out at less than 5 days per year then the teacher shall be entitled to up to 5 days sick leave on pay per year.
- c. Once the teacher has completed a single period of service in Table B (e.g., over 5 years and up to 10 years) the sick leave on pay provisions in clause 4.1.2 and clause 4.1.3 shall apply. The teacher's entry point on Table A shall be worked out according to the teacher's years of service (service for this purpose is defined in 4.2).

- d. Any sick leave entitlement under Table B remaining after the completion of the relevant period of service and any other sick leave entitlements under this agreement shall be accumulated.
  - e. In exceptional circumstances the employer may grant sick leave with pay in anticipation of future entitlements under Table B, provided that no extension may be granted beyond 306 days. Before approving any such extension the employer shall ensure that any extension complies with any funding arrangements applying to the school.
- 4.1.5 The provisions of this clause regulate the application of paid sick leave under clauses 4.1.2, 4.1.3 or 4.1.4.
- a. sick leave is to be debited on the basis of days of absence where absence does not exceed five consecutive working days; or
  - b. on the basis of continuous days, including intervening weekends, where the absence exceeds five consecutive working days;
  - c. public holidays and school vacations that fall during a period of paid sick leave do not count as leave.
  - d. no deduction will be made for absences of less than two hours.
- 4.1.6 The provisions of this clause regulate the application of paid sick leave under clause 4.1.2, 4.1.3 or 4.1.4 to care for a member of the teacher's household.
- a. the employer shall grant up to 20 days per annum sick leave with pay, as a charge against the teacher's sick leave when the teacher is absent from work to attend a member of her or his household who, through illness, is dependent upon the teacher. The employer may grant additional paid leave as a charge against the teacher's sick leave in accordance with this clause.  
*Note: A member of the teacher's household includes the teacher's spouse or partner, children, grandchildren, parents or any relative or person who is demonstrated to have a dependency on the teacher.*
  - b. When in excess of five days sick leave is taken by the teacher, for reasons of their own sickness or injury or to care for a member of the teacher's household as provided for in 4.1.5(d), a current medical certificate from a registered medical or dental practitioner must be produced if the employer so requires.

## 4.2 Sick Leave Service

- a. The total period of the service which determines the sick leave entitlement outlined in 4.1.2, 4.1.3 or 4.1.4 shall be the aggregate of employment as a teacher or principal 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 service as a teacher or principal 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 teacher's sick leave entitlement using the formula  $T/P*S=E$  where:
  - T = Teacher's 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 the sick leave entitlement, the total period of service will continue to include employment as a teacher or principal 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 or principal 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 or principals in private schools which become integrated),
- teaching overseas except in the Pacific countries listed in clause 7.4(a)iii above,
- trade service, or
- service as a member of the armed forces of another country.

### **4.3 Disregarded sick leave**

4.3.1 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 was suffered by the teacher in the discharge of duties through no fault of the teacher; and in circumstances where payment has not been made by the Accident Compensation Corporation; or
- (iii) The absence was due to war injury or to war service; or
- (iv) 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
- (v) 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.

4.3.2 Where sick leave has been deducted for any period granted as disregarded sick leave under clause 7.5.1 above, the sick leave will be reinstated.

4.3.3 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 clauses 4.1.2, 4.1.3 or 4.1.4 above.

4.3.4 Fixed term or relieving teachers shall only be granted disregarded sick leave, as provided for in clause 4.3.1 above, where they have been in continuous employment before the date of application.

### **4.4 Holiday pay deductions**

4.4.1 Holiday pay is not reduced for periods of sick leave with pay

4.4.2 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:

- a) 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.
- b) 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.

4.4.3 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 and should be advised of this when notified of the approval of sick leave without pay.

4.4.4 Clause 4.4.2 above will apply to all fixed term or relieving teachers who have completed at least 90 calendar days continuous service.

#### 4.5 **Parental Leave**

**Note:** employees are encouraged to contact the Employment Relations Service on 0800 20 90 20 for more information on parental leave.

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

4.5.2 The Act provides entitlements to prospective parents, including those adopting a child no more than five years of age, who meet specific criteria, as set out in the Act. Those entitlements are:

- (a) Primary carer leave of up to 18 weeks;
- (b) Special leave (pregnancy-related) of up to 10 days;
- (c) Partner's leave of up to two weeks;
- (d) Extended leave of up to 52 weeks;
- (e) Up to 18 weeks of parental leave payments.

4.5.3 In addition to an employee's rights under this Act, the following shall apply:

- (a) Employees intending to resign because of pregnancy or the birth of a child must be advised of their right to take parental leave;
- (b) Maternity leave may commence at any time during the pregnancy, subject to the employee giving the employer one month's notice in writing supported by a medical certificate. A shorter period of notice will be accepted on the recommendation of a medical practitioner;
- (c) Any maternity leave taken will not count against the extended leave entitlement;
- (d) A female employee with less than 52 weeks' service shall be entitled to 26 weeks leave from the date of birth and may be granted up to 26 weeks additional leave at the discretion of the employer.

#### 4.5.4 **Maternity Grant**

- (a) The maternity grant is payable to a female employee on production of a birth certificate or evidence of an approved adoption placement. This entitlement is payable if the employee qualifies for maternity leave (refer the Parental Leave and Employment Protection Act 1987 ) or resigns because of pregnancy or adoption, except as follows: The maternity grant is not payable where a teacher has not produced a medical certificate confirming pregnancy, or confirmation from the relevant government department of suitability as an adoptive parent, before commencing leave or resigning. No provision is made for payment of a maternity grant in the case of a miscarriage.
- (b) The amount of the grant is calculated on the basis of six weeks full salary at the rate applicable, at the date of birth (or placement in the case of adoption), to the position from which the teacher was granted leave of absence or resigned as the case may be. However, a woman who works less than full normal hours for a short period only, prior to her taking parental leave, may have her case for full payment considered by the employer. When a teacher is absent on parental leave for less than six weeks (30 working days), the full grant equivalent to six weeks salary is still payable. The maternity grant is not reduced because salary is being received.

**Note:** Employees on parental leave have access to the surplus staffing provisions of this Agreement.

#### 4.6 **Bereavement/Tangihanga Leave for Death in New Zealand or Overseas**

4.6.1 An employer shall approve special bereavement/tangihanga leave on pay for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a tangihanga, or its equivalent.

4.6.2 In granting leave the following must be taken into account:

- (a) The closeness of the association between the employee and the deceased (**Note:** This association need not be a blood relationship);
- (b) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;

- (c) The amount of time needed to discharge properly any responsibilities or obligations;
- (d) Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
- (e) When an unveiling ceremony occurs on a school working day, leave on pay shall be granted.

## 4.7 Discretionary Leave

4.7.1 The employer may, where there are special circumstances, grant discretionary leave with or without pay to any employee during periods when the school is officially open for instruction, provided that such leave does not unreasonably impinge upon the operational requirements of the school. Before approving any discretionary leave, the employer shall ensure that the granting of such leave complies with any funding arrangements applying to the school in respect of such leave. Leave may be granted for a variety of activities, including for example:

- Accident/illness of a family member\*
- Attending education appointments/interviews
- Civil defence duties
- Court proceedings
- Cultural activities (domestic/overseas)
- Days of significance to Māori (e.g. Ratana Day)
- Disciplinary/grievance/dispute hearings
- Educational courses/conferences/examinations/hui
- Meetings of statutory authorities
- Outward bound courses
- Religious observances (e.g. Jewish New Year or Day of Atonement)
- Sporting activities.

The employer shall give favourable consideration to granting discretionary leave to an employee who is absent from work to attend to a dependant of the employee.

**Note:** A family member is: spouse, partner, child, sister, brother, parent, grandparent, grandchild, kaumatua, mokopuna, tamaiti whāngai, matua whāngai, near relative, near relative-in-law, a member of the household or a person dependent on the employee.

## 4.7.2 Jury Service and Witness Leave

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

## 4.8 Study Leave

4.8.1 Any teacher who applies for and is awarded one of the 75 full-time equivalent Study Awards, available nationally each year to all primary teachers and principals, shall be granted leave on pay for the period of the study. The priorities for the awarding of the study awards shall be as determined by the Ministry of Education after consultation with the NZEI Te Riu Roa.

4.8.2 In allocating study awards the good employer requirements of s77A of the State Sector Act 1988 shall be considered.

4.8.3 Up to five of the 75 awards may be available to teachers or principals who intend to undertake an agreed project of research in education.

**Note:** A teacher in receipt of the allowance for Community of Learning Teacher between-schools role shall not be eligible to take up a Study award. For clarity the teacher may apply for an award provided, if granted, the entitlement is not taken up until the conclusion of the fixed period of the appointment.

#### **4.9 Unpaid Refreshment Leave**

4.9.1 Full-time certificated teachers and part-time teachers employed for at least 0.8 FTTE per week, attested at the experienced teacher level against the professional standards in this Agreement, shall be entitled (subject to 4.9.2) to take unpaid refreshment leave of one school term after three years service in the school or up to one school year after five years service in the school. When a period of unpaid refreshment leave has been taken, a further period of qualifying service in the school, from the date of return from leave, is required before the teacher may be considered for further unpaid refreshment leave.

4.9.2 Entitlement to unpaid refreshment leave in clause 4.9.1 is subject to:

- (a) The employer's ability to find a suitable reliever to fill the vacancy created by the teacher taking the leave. A suitable reliever is a teacher who will be able, to the satisfaction of the employer, to relieve in the school during the period of the teacher's leave. The employer shall use reasonable endeavours to find a suitable reliever. Reasonable endeavours in this context means accessing the usual pool of relievers, advertising locally if necessary, and does not mean advertising regionally or nationally, except as required in this Agreement to fill a vacancy of one year's duration. It does not require the employer to place more than one advertisement; and
- (b) The teacher not being subject to current competency or disciplinary processes at the time that leave is sought; and
- (c) The maximum number of teachers who can be on unpaid refreshment leave at any one time in a school is calculated as follows:

<b>Number of Teachers in the School (Headcount)</b>	<b>Maximum Number of Teachers Who may be on Unpaid refreshment Leave at Any One Time</b>
Up to 7 teachers	1 teacher on leave
8 to 15 teachers	2 teachers on leave
16 to 21 teachers	3 teachers on leave
22 or more teachers	4 teachers on leave

- (d) Where more than the number of teachers provided for in 4.9.2(c) within a school apply for unpaid refreshment leave, the priority will be given to those with the greatest length of service in the school.
- (e) A teacher receiving the allowance for a Community of Learning Teacher between schools role may apply for refreshment leave provided the duration of the leave is not more than one term and that any application for leave has the support of both their employing board and the other boards in the Community of Learning.

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

4.9.4 Where a teacher on unpaid refreshment leave of greater than one term is due an annual increment during the period of their leave, they shall not require attestation for that increment where their last two attestations were satisfactory.

4.9.5 A teacher taking unpaid refreshment leave shall not accept employment as a teacher or principal in another state or state-integrated New Zealand school. However, a teacher may agree to undertake occasional day relief work.

#### **4.10 Paid Sabbatical Leave**

- 4.10.1 (a) There will be 50 paid sabbaticals awarded annually.
- (b) Each period of paid sabbatical leave will be of ten weeks' duration paid at the rate of the teacher's normal pay.

4.10.2 Entitlement to the paid sabbatical leave is subject to the following provisos:

- (a) A teacher must have completed service of at least five years as a teacher, three of which must have been spent in the New Zealand state and state-integrated sector to qualify for paid sabbatical leave;

- (b) Application by the teacher identifying the purposes for which they would use the sabbatical and the likely benefits to the school or the sector more widely;
- (c) Application by the teacher with the support of his/her principal and school Board of Trustees; and
- (d) Paid sabbatical leave may be used for a wide range of purposes including research or study.

4.10.3 Operation of the paid sabbatical leave scheme

- (a) The approval of a research proposal and the granting of paid sabbatical leave under this Agreement is done by a Sabbatical Award Group which is comprised of one nominee from each of the Ministry of Education, the NZEI Te Riu Roa, and NZSTA.
- (b) The scheme will be transparent and use the selection criteria developed by the Ministry of Education, the NZEI Te Riu Roa and NZSTA, outlined in the Primary Teachers' Paid Sabbatical Leave Scheme Guidelines.

4.10.4 Report and publication

- (a) Upon completion of the paid sabbatical leave teachers will submit a report to the Sabbatical Award Group for publication. The report should outline the teachers' experiences and what they have learnt through the paid sabbatical leave to be shared with other primary teachers, thus maximising the benefit to other primary teachers and schools promoting collaboration and sharing of innovation and effective practice and creating a body of research and information available to all primary teachers.

**Note:** *A teacher in receipt of the allowance for a Community of Learning Teacher between-schools role may apply for a Sabbatical Leave award provided any application for the award has the support of both their employing board and the other boards in the Community of Learning.*



## **Part 5 Reimbursing Allowances**

### **5.1 General**

Before approving any activities which require the payment or reimbursement of expenses the employer shall ensure that such payment or reimbursement complies with any funding arrangements applying to the school.

### **5.2 Travelling Allowance**

An employee, other than a Te Aho o Te Kura Pounamu employee, required to travel within New Zealand on official business for an absence of more than one day, including attendance at approved staff development courses, educational and sports tours shall be paid a travelling allowance as follows:

- (a) Accommodation/meals - reimbursement of costs on an actual and reasonable basis;
- (b) A daily incidentals allowance of \$7.36.

### **5.3 School Camp Allowance**

A daily allowance of \$25.00 is payable to employees, other than Te Aho o Te Kura Pounamu employees, in charge of a class or classes attending a school camp.

### **5.4 Evening Meal Allowance**

In circumstances where an employee's attendance at a meeting prevents the employee concerned returning home for the normal evening meal, a meal allowance of \$11.56 is payable.

### **5.5 Transport Allowance for Relieving Employees**

Relieving employees in short term positions appointed for a period of up to one term shall be granted assistance towards their daily travelling expenses to and from school as follows:

- (a) If public transport is not available, the employee shall be paid a motor vehicle allowance at the rate of 37c per km for a car and 16c per km for a motor cycle for the distance involved less the first ten kilometres each day; or
- (b) If public transport is available, the cost of fares for the full distance involved shall be refunded to the employee except when the principal or head teacher of the school deems public transport to be unsuitable or the employer requires the employee to travel by private vehicle in which cases a motor vehicle allowance shall be paid to the employee.

### **5.6 Expenses Incurred in Use of Private Vehicles**

Motor vehicle allowance at a rate of 62c per km or equivalent public transport fares shall be reimbursed to employees required to use their own vehicles for official business.

### **5.7 Miscellaneous Expenses**

On the production of receipts, the employer shall reimburse actual and reasonable expenses which have been incurred in the proper performance of the employee's responsibilities and duties under this Agreement provided that the employee had the prior approval of the employer to both the duties which resulted in the expenses being incurred and the level of those expenses.

## **Part 6 Removal Expenses**

**Note:** *The actual and reasonable expenses are calculated according to Part 6. Employees are reimbursed 100% of the total amount.*

### **6.1 Eligibility**

6.1.1 When an employee transfers in the course of promotion, or moves to or from a school referred to in 6.3 or 6.3A, or moves in terms of the redeployment provisions contained in Part 9 and Appendix Four of this Agreement that employee, on transferring to another housing district, shall be eligible for the reimbursement of 100% of the actual and reasonable expenses arising from the removal of her/his household in the following circumstances. Where the employee requires the transfer of his/her effects and transit insurance the employee must use the service provided by the Ministry of Education. Such a service shall be provided by the Ministry of Education and without cost to the employee. The expenses, where applicable and as specified in clause 6.6 shall include the following:

- (a) Travelling expenses;
- (b) Accommodation expenses including rent subsidy;
- (c) Furniture removals;
- (d) Legal expenses and land agents commission (or advertising costs);
- (e) Penalty mortgage repayment charges;
- (f) Miscellaneous expenses including:
  - (i) A transfer grant;
  - (ii) Leave and expenses for an employee separated from her/his family/household to visit them including to assist with their transfer to the new location;
  - (iii) Expenses for one visit by an employee to inspect rental or purchasable housing in the new location;
  - (iv) Telephone reconnection charges for one phone only.

6.1.2 The Ministry of Education provides a lump sum payment to cover the travel, phone, transfer grant, accommodation expenses and travelling meal allowances entitlements outlined below. 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.

6.1.3 Employees entitled to the reimbursement of actual and reasonable removal expenses on the basis set out in clause 6.1.1 shall include:

- (a) Full-time permanent and long-term relieving teachers of 12 months or more;
- (b) Teachers in permanent job sharing positions with reimbursement on a pro-rata basis.

### **6.2 Promotion**

For the purposes of eligibility for reimbursement of removal expenses, a promotion is defined as an appointment to a permanent position or long term relieving position of 12 months or more that has a total number of units greater than the total number of units in the teacher's current position. This total will be the accumulation of permanent units and units allocated for a fixed term of 12 months or more.

### **6.3 Removal Expenses from Schools Qualifying for the Staffing Incentive Allowance (SIA)**

6.3.1 An employee in a school qualifying for the staffing incentive allowance shall be required to complete a minimum of three years' continuous service in one or more of the schools concerned in order to be eligible for removal services and expenses provided in 6.1.1 when moving from such a school to a permanent position or long term reliever appointment of at least one year in accordance with 3.23.2(d) in another state or state-integrated school.

6.3.2 An employee in a school qualifying for the staffing incentive allowance shall retain her/his removal services and expenses provided in 6.1.1 when moving from the school, even if the school loses its classification during the employee's employment there, providing that s/he fulfils the three years' continuous service requirement and is transferring directly to a permanent position or long term reliever appointment of at least one year in accordance with 3.23.2(d) in another state or state-integrated school.

**6.3A Removal Expenses from Schools Qualifying for the Priority Teacher Supply Allowance (PTSA)**

6.3.1A An employee in a school qualifying for the PTSA shall be required to complete a minimum of three years' continuous service in one or more of the schools concerned in order to be eligible for removal services and expenses provided in 6.1.1 when moving from such a school to a permanent position or long term reliever appointment of at least one year in accordance with 3.23.2(d) in another state or state-integrated school.

6.3.2A An employee in a school qualifying for the PTSA shall retain her/his removal services and expenses provided in 6.1.1 when moving from the school, even if the school loses its classification during the employee's employment there, providing that she/he fulfils the three years' continuous service requirement and is transferring directly to a permanent position or long term reliever appointment of at least one year in accordance with 3.23.2(d) in another state or state-integrated school.

**6.4 First Permanent Appointment - Non SIA/PTSA**

6.4.1 On first permanent appointment a teacher shall be eligible for the provisions set out in 6.4.2 where they meet the following criteria:

- The teacher is resident in New Zealand at the time of the appointment; and
- The appointment is within 12 months following graduation from a course of teacher training recognised by the Secretary; and
- The appointment involves a shift to another housing district.

6.4.2 (a) Reimbursement of the cost of surface fares for the teacher and dependants, or the appropriate motor vehicle rate;

(b) Reimbursement of actual legal expenses up to \$1,000 when a teacher sells a house and buys another within one year of first appointment;

(c) Use of the service provided by the Ministry of Education for removal of furniture and effects without cost to the teacher.

**6.5 Employees on Long-term Specialist Courses**

Employees shall be reimbursed 100% of actual and reasonable removal expenses as per clause 6.1.1 where they shift their household to the course centre.

**6.6 Removal Reimbursing Expenses**

6.6.1 Employees claiming removal expenses shall be reimbursed 100% of the total actual and reasonable expenses claimed. The maximums which can be claimed are:

6.6.2 Penalty mortgage repayment - \$2,400.

6.6.3 Refund of legal expenses and a land agent's commission (or in advertising costs for private sale) for sale and/or purchase of house:

- (a) Aggregate of \$11,000 when buying and selling;
- (b) Legal expenses of \$950 when selling but not buying, and \$4,000 when buying but not selling;
- (c) Land agent's commission (including advertising) of \$6,300 when selling at former location;
- (d) Advertising costs of \$630 when selling at former location without the services of a land agent.

6.6.4 Refund of legal expenses and a land agents commission for sale and/or purchase of land:

- (a) Aggregate of \$3,800 for purchase and subsequent sale;
- (b) Legal expenses of \$500 when selling only;
- (c) Land agents commission of \$2,000 when selling only.

6.6.5 **Transfer Grant**

- (a) A grant of \$1,000 is payable where a teacher is entitled to removal expenses and rents, leases or purchases housing;
- (b) Rent subsidy will be granted only in respect of a short term tenancy. The amount of the subsidy is the excess of the rental over one-sixth of the teacher's gross salary. The duration of the subsidy is limited to three months;
- (c) \$300 for each child who is attending a state or state-integrated school prior to the date of transfer, who attends another state or state-integrated school after the transfer and for whom a different uniform is required to be purchased (in terms of the new school's policy) because of a change of school.

6.6.6 **Travelling Allowance Meal Rate**

		<b>Standard</b>	<b>Reduced (Staying Privately)</b>
<b>A</b>	For each full 24 hour period	\$57	\$28
<b>B</b>	For additional periods less than 24 hours but more than 10 hours	\$57	\$28
<b>C</b>	For additional periods up to 10 hours	\$24	

6.6.7 Motor vehicle allowance rates for removal expenses cents per km:

Motor cars 62c

**Note:** Receipts should be produced when claiming expenses.

**Note:** These provisions shall be applied in accordance with any administrative conditions that were in effect at the commencement of this Agreement (as modified to reflect the changes made in this Agreement), or are altered as a result of this Agreement.

## Part 7 Terms and Conditions of Service of Teachers in the Chatham Islands (including Pitt Island)

### 7.1 House Rents

Ministry of Education house rentals for all teachers shall be based on the standard rural rent formula.

### 7.2 Housing (Other)

Heavy furniture and blinds, as in the agreed schedule, plus garage/storeroom shall be provided for teacher households. Storage costs shall be met by employing Boards as an official expense for household effects left on the mainland and for freight and effects forwarded back to the mainland before completion of employment on the Chatham Islands, with government bulk storage facilities used as appropriate.

### 7.3 Fuel and Power

7.3.1 Coal, diesel and gas shall be provided free of charge.

7.3.2 Teachers shall pay the cost of their domestic electricity consumption depending on the size of their household. This shall be up to the following maximums:

Household Size	Maximum Annual Payment
1 person	\$472.93
2-4 persons	\$716.00
5+ persons	\$803.97

(a) Where teacher households exceed the maximum domestic electricity consumption cost as provided for in paragraph 7.3.2 above, teachers shall be reimbursed the additional cost by their employing Board.

(b) The maximum domestic electricity consumption costs, as provided for above, shall be based on Ministry of Business, Innovation and Employment data. The formula shall be based on the average mainland electricity consumption costed at 9.001 cents per unit and shall be expressed as follows:

Household Size	Annual Unit Consumption
1 person	\$5,000
2-4 persons	\$7,570
5+ persons	\$8,500

(c) The unit price shall be updated as the mainland average changes.

7.3.3 Teachers who are required to run the generator for both the school and their house will receive an allowance of \$4.11 per day.

### 7.4 Motor Vehicles

7.4.1 All freight and landing charges shall be paid by employing Boards both ways.

7.4.2 Teachers who transport their own vehicles to the Chatham Islands and Pitt Island shall receive an extra vehicle allowance of \$2,739 per annum.

### 7.5 Payment of Fares to Mainland for Annual Leave

Employing Boards shall pay actual or equivalent return air fares by normal air flights to enable teachers and their families to take annual leave on the mainland. For Pitt Island teachers the subsidy shall also cover the associated return air travel between Pitt Island and Chatham Island. This provision is based on the following conditions:

(a) That teachers shall become eligible for the subsidy on each anniversary of their arrival in the Chathams;

(b) Teachers may anticipate subsidised leave trips at the Christmas term break if appointed during the school year and may also defer subsidised leave trips until the Christmas break following the completion of a year's school service;

- (c) All family members shall be eligible for the subsidised passage but shall not be required to take them together at the same time;
- (d) A passage order for the full return fare is to be issued to the teacher or the relevant airline(s). This shall also cover the case of Pitt Island teachers travelling between Pitt Island and Chatham Island in order to travel to the mainland;
- (e) Teachers are encouraged to take at least a two-week vacation on the mainland whenever a subsidy is paid;
- (f) Where teachers and/or family members elect not to utilise their subsidised passage, this instead, subject to the approval of the employer, shall be able to be used to subsidise the return travel of a family/whanau member from the mainland;
- (g) In addition to annual leave mainland travel, Pitt Island teachers shall be eligible for two return airfares between Pitt and Chatham Islands per annum which shall be based on the same premises as subclause (d) above;
- (h) Subsidised leave passages must be used within a year of their becoming due; if not they are forfeited.

**7.6 Secondary Schools Allowance**

The secondary school allowance shall be based on the following conditions:

- (a) Standard boarding bursary;
- (b) A boarding bursary for the term breaks, excluding December/January, if the pupils do not return to the Chathams for those periods;
- (c) The cost of return air fares for the four term breaks;
- (d) The cost of internal travel between airport and the child's school for the December/January period only;
- (e) For pupils resident on Pitt Island, free passage between Pitt and Chatham Islands at the beginning and end of each school term.

**7.7 Chatham Islands Allowance**

7.7.1 The allowance shall be:

	Basic Rate		
	Basic Rate (\$)	Plus Partner (\$)	Child Supplement (per child) (\$)
Isolation	\$806.56	\$1613.11	
Freight*	\$2662.42	\$4119.96	\$665.64

\*The Freight component will be adjusted to reflect actual costs of the freight component provided in 7.7.2.

7.7.2 (a) The freight component, as provided for in subclause 7.7.1 above, shall be based on the following:

	Basic Rate (\$)	Plus Partner (\$)
Shipping Chatham duties, etc.	\$1,058.93	\$1,345.61
Freight forwarders	\$211.89	\$269.23
Airfreight	\$404.49	\$808.98
	\$372.70	\$745.39
Sub Total	\$2,048.00	\$3,169.20
Tax Reimbursement	\$614.43	\$950.76
<b>Total</b>	<b>\$2,743.68</b>	<b>\$4,119.96</b>

- (b) The Shipping Chatham duties, etc shall be calculated on the basis of 20% of the shipping freight cost.

- (c) Freight forwarders shall be calculated on the basis of one cubic metre from the point of purchase to freight forwarders (\$12.39) from freight forwarders to a port of embarkation (\$28.00) at 10 times per annum for the basic rate. Two metres shall be the basis for the basic rate plus partner calculation.
  - (d) Air freight shall be calculated on the basis of its minimum charge of \$14.95 per kilo, per fortnight (two kilos for the basic rate plus partner).
  - (e) Employing Boards may reimburse teachers for other freight costs additional to those provided for in paragraphs (a)-(d) above.
- 7.7.3 The isolation component shall be adjusted annually according to movements in the isolation allowance.
- 7.7.4 The freight component shall be adjusted according to actual movements in freight costs of shipping freight forwarders and air freight plus tax rate changes.
- 7.7.5 Teachers on Pitt Island shall receive an additional freight component of \$688.05 based on 12 flights per annum. This shall be adjusted according to actual cost movements by aviation.

## **7.8 Chatham Islands Removal Expenses**

- 7.8.1 Teachers who are eligible for removal expenses under 6.1 of this Agreement shall be entitled to the provisions set out in Part 6. Where a service provided by the Ministry of Education for the transfer of their effects and transit insurance is not available, the teacher is eligible for the reimbursement of 100% of the actual and reasonable expenses arising from the transfer of their effects.
- 7.8.2 All teachers are entitled to removal expenses after two full consecutive years of employment, whether in a relieving or permanent position, on the Chatham Islands. Where exceptional personal reasons mean that a teacher is unable to complete the requisite two years, and where the Board supports the termination of the teachers' employment at the school, the Ministry of Education may choose, at its discretion, to cover half the costs of removal expenses provided that the teacher has worked for at least one full continuous year on the Chatham Islands.

## **7.9 Eligibility**

All teachers recruited from the mainland shall be eligible for these provisions as provided in clauses 7.1-7.8. Teachers recruited locally from the Chatham and Pitt Islands shall also be eligible for the provisions of clauses 7.3, 7.6 and the isolation component of clause 7.7.1 and where that teacher leaves the island at the end of their employment for another position in the teaching service, that teacher shall be entitled to the provisions in clauses 7.4.1 and 7.7.2.

## **7.10 Payment of Fares to Mainland for Professional Development**

Employing Boards shall pay an actual or equivalent return air fare (not to exceed \$2,000) by normal air flight for four permanent full-time teachers per annum for the purposes of professional development. The teachers shall become eligible for the subsidy on each anniversary of their arrival in the Chatham Islands.

## **Part 8 Te Aho o Te Kura Pounamu**

### **8.1 General**

Except as is expressly provided otherwise in this Part the terms and conditions of employment of primary teachers in Te Aho o Te Kura Pounamu are those set out in this Agreement.

### **8.2 Job Sharing (Instead of 2.2.6 and 2.2.7)**

8.2.1 Teachers may apply to job share in the following situations:

Any two teachers may jointly apply for appointment to an advertised position and be assessed as one applicant. On appointment the position would be a shared position.

On the joint application of two permanent teachers the employer may appoint the two applicants to a shared position without advertising a vacancy.

8.2.2 If one of the joint holders subsequently resigns or retires, the School may:

- Appoint the other holder to the position on a full-time basis without advertising the position.
- With the agreement of the remaining joint holder, appoint a new sharer to establish a new permanent shared position. The new sharer may be any teacher already permanently appointed in the school, or a teacher from outside of the permanent staff; or
- Offer the remaining teacher the right to be permanent part-time; or
- Convert the position back to an individual, full-time permanent position.
- If the remaining joint holder declines to take up the full-time position then the employer may advertise the position for a new appointment.

8.2.3 A job sharer's salary is paid on a pro rata basis. Increments shall be as for full-time teachers. Job sharers are entitled to:

- (a) Leave on the same basis as permanent full-time teachers;
- (b) Sick leave as if permanent full-time. Entitlement is based on length of service, irrespective of hours worked. Deductions from the entitlement are made on a consecutive day basis.

### **8.3 Hours of Work (Instead of 2.10)**

8.3.1 As well as the number of students a teacher may be assigned to teach, the hours of work of individual teachers are influenced by factors such as:

- (a) The preparation, evaluation and assessment time that may be generated by those students or by other requirements such as external examination prescriptions or the need to report on the progress of individual students;
- (b) The counselling and pastoral needs of students;
- (c) The administrative responsibilities of individual teachers either in respect of their curriculum or pastoral responsibilities or in respect of the general administration of the school; and
- (d) The extent to which individual teachers may participate in the extra-curricular programmes of the school.

8.3.2 Te Aho o Te Kura Pounamu teachers will be expected to complete some of their duties on-site and some of their duties off-site.

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

8.3.4 Teachers are normally required to be present on the site for at least 35 of their working hours per week. Teachers should, wherever possible, be granted the opportunity of working flexible working hours (i.e. teachers may vary their starting times between 7.00am and 9.00am, and their finishing times between 3.00pm and 6.00pm). This does not preclude the possibility of additional work off-site. A teacher who works flexible hours may be required to keep a record of attendance by the employer. Subject to statutory holidays, and authorised leave of absence, a teacher shall normally observe the hours of work as defined above, except that part-time teachers shall observe such on-site hours as are agreed with the employer.



8.3.5 Lunch break  
A lunch break of one hour is to be taken generally between the hours of 12.00noon and 1.00pm unless agreed otherwise. This lunch break is in addition to the normal hours of work.

#### **8.4 Units (Instead of 3.2 and 3.10)**

8.4.1 Units will be allocated to teachers on a permanent basis, to positions with permanent responsibilities, and to individuals given additional responsibilities at a higher level for a fixed period, and may be given to teachers seconded to Te Aho o Te Kura Pounamu for a specified period. Positions designated Senior Teacher, Liaison Teacher, Team Leader or Curriculum Leader will be assigned units according to the degree of responsibilities assigned to the position.

8.4.2 The rate per unit is as per 3.10.2 regardless of the level of aggregation.

8.4.3 Teachers who have been designated by the Board “deputy principal” or “assistant principal” shall be paid at the Q3 maximum of the base scale plus any units, of whatever type, allocated to them. Other teachers who have been allocated units shall be paid at their current step on the base scale plus any units, of whatever type, allocated to them. Teachers who meet the criteria for Q3+, Q4 or Q5 salary (as defined in 3.3) shall be paid at Q3+ maximum plus any units allocated.

8.4.4 Teachers holding permanent units shall be entitled to progress beyond their qualifications maxima, to the maximum of the base scale provided that:

(a) Where such teachers have gone beyond their qualification maximum they shall revert to that qualification maximum if their permanent units are lost through voluntary relinquishment or acceptance of a position without permanent units;

(b) Where such teachers subsequently regain permanent unit(s) they shall also gain an immediate base scale increment (if not already at the Q3 maximum of the scale) and will become eligible for any further increment(s) due from the anniversary of that date.

Teachers holding permanent units and who meet the criteria for Q3+, Q4, or Q5 salary (as defined in 3.3) shall be entitled to progress pursuant to clause 3.4.2, 3.4.3, 3.5 and 3.6 to the Q3+ maximum of the base scale.

8.4.5 Fixed term units, allocated for any reason, will be paid in addition to the teacher’s rate of pay, including any permanent units.

8.4.6 At the time of allocating a fixed term unit or units, the employer shall specify in writing 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 the fixed term unit or units has been allocated.

8.4.7 The entitlement to that fixed term unit or units shall cease at the expiry of the specified period of time or on the completion of the specified assignment or task.

8.4.8 The employer may reallocate a fixed term unit or units to the same or another teacher for a further period of time or for a further particular assignment or task.

#### **8.5 Leave**

The reference to “any time when the school is officially closed for instruction” in clause 2.10.3 of this Agreement shall be deemed to mean “the term breaks annually gazetted for composite schools” in the case of teachers employed at Te Aho o Te Kura Pounamu who are bound by this Agreement.

#### **8.6 Off-site Allowance**

All teachers on official Te Aho o Te Kura Pounamu business where meals are provided by the employer and who are not receiving the travelling expenses allowance set out in clause 8.7 shall be paid a \$13.76 per night off-site allowance for each night spent away from home.

When as a result of such business a teacher is unable to return home or to the school (whichever is appropriate) until after 1pm on the final day, but there is no need to stay away for a further night, then the teacher shall be entitled to an \$8.41 off-site allowance in respect of that final day.

Recipients of the off-site allowance are not entitled to the incidentals allowance.

## **8.7 Travelling Allowance (Instead of 5.2)**

A teacher of Te Aho o Te Kura Pounamu required to travel within New Zealand on official business shall be paid, on application (whether by public transport, or with the prior approval of the Board, the use of the teacher's own vehicle) a travelling allowance as follows:

- (a) Accommodation - reimbursement of accommodation costs on an actual and reasonable basis.
- (b) Meals - standard travelling allowance:
  - For each full 24 hour period \$56.97;
  - For additional periods less than 24 hours but more than 10 hours \$56.97;
  - For additional periods up to 10 hours \$24.80.
- (c) Incidentals - incidentals allowance for each 24 hour period and additional part thereof spent travelling \$7.36.

When the teacher leaves and returns to the teacher's school on the same day, travelling allowance is not payable. Actual and reasonable expenses are payable instead and the incidentals allowance is not payable in these circumstances. For teachers staying privately while on official business, the travelling allowance, accommodation and meal rates as specified below shall apply:

- (i) Accommodation allowance per night \$33.37.
- (ii) Meals:
  - For each 24 hour period \$28.49;
  - For additional periods less than 24 hours but more than 10 hours \$28.49;
  - For additional periods up to 10 hours \$28.49.

## **8.8 Surplus Staffing**

**8.8.1** In the case of a surplus staffing situation arising at Te Aho o Te Kura Pounamu Part 9 of the Agreement shall apply to teachers covered by this Agreement except:

- (i) Regarding 9.2(a) the employer shall also advise NZEI Te Riu Roa which section (or sections) of the School is affected.
- (ii) Should redeployment occur in a school other than Te Aho o Te Kura Pounamu the provisions of Part 9 as they relate to redeployment shall apply from commencement at that school.

## Part 9 Employment Protection and Surplus Staffing Provisions

### 9.1 Employment Protection Provisions

- 9.1.1 'Restructuring' is given the same definition as in section 69OI of the Employment Relations Act 2000 and includes:
- (a) Contracting out; or
  - (b) Selling or transferring the employer's business (or part of it) to another person; but excludes mergers, and school reorganisations as defined in Appendix 4.
- 9.1.2 Where work undertaken by an employee covered by this Agreement will be, or is likely to be, undertaken by a new employer (whether or not the new employer is an "employer" defined in 1.6) the employer will notify the National Office of NZEI Te Riu Roa where one or more of the employees affected by the restructuring is a member of the union. In such circumstances the employer will meet with representative(s) of the union to:
- (a) Identify the issues the employee(s) wish to have considered by the new employer;
  - (b) Ensure that all current terms and conditions of employment of the employee(s) are accurately recorded; and
  - (c) Determine the process by which communications to/from the employee(s) will be conducted.
- 9.1.3 The employer will encourage the new employer to agree to the involvement of the union(s) in the processes described in clauses 9.1.4 and 9.1.5 below.
- 9.1.4 Having completed the process described in 9.1.2 above, the employer will meet with the new employer to:
- (a) Provide the new employer with details of the work currently performed by the employees concerned together with details of the terms and conditions of their employment; and
  - (b) Seek a proposal for the employment of the affected employees by the new employer, including clarification of the terms and conditions upon which those employees would be offered employment by the new employer.
- 9.1.5 The following shall be matters for clarification under clause 9.1.4(b) and again should be read in conjunction with the surplus staffing provisions of this Agreement.
- (a) The number and type of positions that may be offered by the new employer to employees affected by the restructuring;
  - (b) The terms and conditions of employment to be offered to those employees (including whether the employees will transfer to the new employer on the same terms and conditions of employment);
  - (c) The arrangements, if required, for the transfer of any accrued benefits and entitlements in relation to those employees;
  - (d) The arrangements, if required, for when and how offers of employment are to be made to the affected employees and the mode of acceptance, including whether any offers of employment made by the new employer will be conveyed through NZEI Te Riu Roa.
- 9.1.6 The process to be followed at the time of the restructuring to determine what entitlements, if any, are available for employees who do not transfer to the new employer are set out in the rest of this Part. Part 9.1 as a whole shall be read in conjunction with those provisions.
- Note:** Attention is drawn to the application of the State Sector Act 1988 section 77HA (restriction of compensation for technical redundancy arising from closure or merger of schools).

- 9.2 Surplus Staffing**
- (a) **Advising the NZEI Te Riu Roa of Surplus Staffing Review**  
When staffing requirements within a school are being reviewed by an employer (including the closure or change of class or designation of a school other than when that school has been closed or had its class or designation changed as the result of a school reorganisation process), the employer shall advise the employees and NZEI Te Riu Roa and the provisions of clauses 9A to 9A.11 shall apply.
- (b) **School Reorganisation Process**  
When staff requirements within a school are being reviewed in a school reorganisation process that results in an amalgamation, merger, closure or change of class or designation for that school the provisions of Appendix 4 shall apply.
- 9A Surplus Staffing - Teachers**
- 9A.1** The provisions of clause 9A shall apply to teachers
- 9A.2 Attrition**  
When a review shows that a staffing surplus will exist or a reduction in units is required the employer shall, at the first instance, consider in consultation with staff whether this staffing surplus and/or reduction in units can be absorbed by attrition.
- 9A.3 Where Attrition Cannot Achieve the Reduction**  
If the required number of positions cannot be achieved through attrition and if a surplus staffing situation still exists, an identification of the teacher(s) to be deemed surplus will be made from among permanent teachers, pursuant to clause 9A.4. If attrition cannot achieve the reduction in the units required, clause 9A.4 will apply.
- 9A.4 Needs Analysis**  
The identification of the surplus teacher(s) and/or the identification of unit holder(s) who are to lose units will be made in the following manner:
- (a) The employer shall conduct a needs analysis in consultation with staff to identify the future management structure, curriculum and other staffing needs of the school which will determine:
- (i) The most appropriate area(s) for the surplus position(s) to be identified from; and/or
  - (ii) The most appropriate area(s) within the staffing structure for the reduction of units to occur.
- (b) The processes set out in clause 9A.4(c) and (d) should be co-ordinated in cases where both positions and units are lost. Boards should ensure that the outcomes of the processes set out in clause 9A.4(c) and (d) are consistent with the needs analysis.
- (c) For determining the surplus teachers the following process shall apply:
- (i) If the needs analysis identifies a specific position, the teacher holding that position will be deemed surplus and the provisions of clause 9A.6 will apply;
  - (ii) Where there is more than one position in the affected area(s) the remaining positions from the affected area(s) will be advertised internally;
  - (iii) The teachers from the affected area(s) will apply for those positions in their respective area(s);
  - (iv) Those positions shall be filled by applicants from the relevant affected area(s).  
The teacher(s) not appointed as a result of this process will be deemed to be surplus and the provisions of clause 9A.6 will apply.

- (d) For determining the unit holders who are to lose units the following process shall apply:
  - (i) If the needs analysis identifies a specific position, the teacher holding that position will be deemed to be the teacher who is to lose or have a reduction in unit(s). That teacher will have access to the salary protection arrangements specified in clause 9A.5;
  - (ii) If a needs analysis identifies an area(s) involving more than one position, the employer shall develop descriptions of the roles and responsibilities associated with the unit(s), including the number of units to be allocated to each position, which shall be advertised internally. The position(s) shall have the remaining units available in the affected area(s) allocated to them. No teacher shall receive more units than she/he held before the review;
  - (iii) Teachers from the affected area(s) shall apply for the positions within the relevant affected area(s);
  - (iv) The teacher(s) who loses her/his unit(s) will be the teacher(s) appointed to a position with either a reduced number of units or no units allocated to it. Those teachers will have access to the salary protection arrangements specified in clause 9A.5.

#### **9A.5 Salary Protection, Dealing with Units and AP/DP Entitlements**

Where a teacher permanently appointed to a position to which unit(s) are allocated loses unit(s) or has the position altered in status because of the application of these provisions, the following salary protection arrangements shall apply:

- (a) Where the allocation has been made on a permanent basis, the period of protection shall be one year while the teacher continues to hold a position in the school;
- (b) Where the allocation has been made on a fixed term basis, the period of salary protection shall be for the lesser of the term of the appointment agreed or for a maximum of one year while the teacher continues to hold a position at the school;
- (c) In no case under clause 9A.4 or clause 9A.5 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;
- (d) Where a school is required to identify a teacher as surplus and a teacher designated as assistant or deputy principal loses all her/his units as a result of the review of staffing, that teacher designated assistant or deputy principal may volunteer to be considered under the identification process set out in clause 9A.6 below or elect the provisions contained in clause 9A.7;
- (e) Where the number of unit(s) held by a teacher is reduced, should any subsequent units be allocated to the school that teacher shall be entitled to have those unit(s) allocated to them, up to the number of units held by the teacher prior to the reduction and within the period of salary protection, i.e. within one year of the reduction. Should units be reduced for more than one teacher, those teachers will have any new units allocated to them in the order that the reduction occurred. Where two or more teachers lose units at the same time and subsequently the school gains new units but does not have sufficient units to reinstate units to all the teachers who had their units reduced, those teachers shall be entitled to apply to have their units reinstated. The employer shall decide which of these teachers the new units(s) will be allocated to.

#### **9A.6 Overview of Staff Surplus Options**

##### **9A.6.1**

The primary focus of these provisions is to retain qualified teachers in the teaching service. Therefore, where a teacher's position is to be disestablished, as a result of the above process, the redeployment and retraining options must in the first instance be thoroughly explored by the employer in consultation with the employee.

- 9A.6.2 The severance and long service provisions will only be offered by the employer after the redeployment and retraining options have been thoroughly explored by the employer in consultation with the employee and these options are considered inappropriate in the circumstances.
- 9A.6.3 Once the surplus teacher(s) have been identified and before the date the surplus staffing takes effect, the options set out below will be considered for permanently employed teachers.
- 9A.6.4 For part-time teachers the following provisions only apply if the identification process requires a complete reduction of the hours they are employed to work.
- 9A.6.5 Where the needs analysis requires a part reduction in hours for a part-time teacher they will be given two months notice of the reduction in hours and the provisions below will not apply.

#### **9A.7 Redeployment and Retraining**

In the first instance the parties will consider whether the teacher can:

- (a) Redeployment/supernumerary – be redeployed for 30 school weeks within the school or at any other school requested by the teacher with the approval of the original Board and of the Board of that other school. During this time the teacher shall continue to seek a suitable alternative position; or
- (b) Retraining – undertake a suitable course of retraining approved by the Secretary, for 30 school weeks which enhances or upgrades the teacher.

#### **9A.8 Provisions for Redeployment**

The following redeployment/supernumerary procedures shall apply to a permanently employed teacher who is redeployed under clause 9A.7(a).

- 9A.8.1 The employer shall assist the teacher to find a suitable alternative position and will meet the reasonable costs of attending relevant interviews.
- 9A.8.2 Where a teacher elects redeployment under clause 9A.7(a) and a position at the same or lower level becomes vacant at the school at which the teacher is redeployed (or with the teacher's original Board where the teacher has been redeployed to a different school) the teacher shall be offered the vacant position unless the position is either a Māori immersion teacher or special education teacher position requiring skills not possessed by the teacher.
- 9A.8.3 Where a teacher declines placement under clause 9A.8.2 at the same level or declines a reasonable offer of appointment at the same or higher level from another Board, that teacher's employment shall be terminated without further compensation.
- 9A.8.4 A teacher may, during their period of redeployment, subject to agreement between the teacher and their employer, undertake a defined special project(s) of work.
- 9A.8.5 At the end of the period of redeployment if a permanent position has not been secured the teacher's employment shall be terminated. If the employment is likely to be terminated in these circumstances the Board of Trustees shall advise the teacher in writing of this not less than one month before the expiry of the period of redeployment.
- 9A.8.6 Where either:
- (a) A school is merged and the teacher is not placed in a position in the continuing school; or
  - (b) A school is closed;
- the teacher will have all of the surplus staffing options available to them. Continued employment may be approved by the Secretary for up to a further one term.
- 9A.8.7 If a transfer of location is involved, teachers employed under clause 9A.7(a) may elect to be reimbursed removal expenses according to Part 6 of this Agreement in one or another but not both of the following circumstances:
- (a) Where the teacher transfers to another school to continue employment pursuant to clause 9A.7(a); or
  - (b) Where the teacher transfers to a school where they have been appointed to a new permanent position.

**9A.9 Provisions for Retraining**

The following shall apply to a teacher who is retraining under clause 9A.7(b):

- (a) There is no requirement on the employer to meet any costs and expenses of training, including course fees;
- (b) At the end of the period of retraining if a permanent position has not been secured the teacher's employment shall be terminated. If the employment is likely to be terminated in these circumstances the Board of Trustees shall advise the teacher in writing of this not less than one month before the expiry of the period of retraining.
- (c) If a vacancy occurs at the school after confirmation of the retraining option the position may be offered to the teacher. The teacher may elect to accept the position or continue with the retraining option.
- (d) Payment of the 30 school weeks of retraining will commence at the start of the school year or two months after notice of disestablishment of the teacher's position (if the surplus is not generated as a consequence of the September Staffing Notice).

**9A.10 Long Service Leave and Severance Provisions**

Where the options outlined in clause 9A.7(a) and (b) have been thoroughly explored and no such option is suitable, the employer shall offer a teacher either:

- (a) Long Service Payment - To be paid a long service payment to assist a teacher, with not less than twenty-five years service, to retire from the teaching service. The payment will be equivalent to twenty-six weeks salary at the time of termination; or
- (b) Severance - to be paid a severance payment based on the following table:

<b>Length of Service</b>	<b>Weeks of Payment (Ordinary Pay)</b>
Up to 3 years	7 weeks
Over 3 and up to 5 years	15 weeks
Over 5 years	23 weeks

**9A.11 Payment of Long Service and Severance Provisions**

Payment of severance or long service payment under clause 9A.10 is subject to the following provisions:

- (a) Where a teacher who has received a severance payment or long service payment commences permanent employment in a state or state-integrated school within a number of weeks which is less than the number of weeks of payment received under clause 9A.10 the teacher shall refund the difference between the number of weeks for which they were without employment and the number of weeks for which severance or long service payment was received;
- (b) Payment under this provision is conditional on the teacher finishing on an agreed date. That date should be no less than two months from the date of disestablishment of the position unless a shorter period is mutually agreed, but may be longer depending on the educational needs of the school. Where the teacher resigns her/his position or is appointed to another permanent teaching position in a state or state-integrated school before the date of payment, no payment will be made;
- (c) Any teacher receiving the severance payment or long service payment will be deemed to have been paid in full for service to that date for the purpose of calculating service for any future sick leave, severance, or long service payment entitlements. Provided that a teacher who is subject to clause 9A.11(a) shall receive pro rata reinstatement of these service entitlements;
- (d) For the purpose of these provisions ordinary pay is defined as basic taxable salary plus regular taxable allowances paid on a continuous basis as at the effective date that the surplus staffing takes effect. For teachers on leave without pay, ordinary pay shall be the ordinary pay at the time of taking leave;

- (e) For the purpose of clause 9A.11 “service” is defined as the aggregate of all employment as a teacher in state or state-integrated schools and/or service as a trained and certificated teacher in the employment of a Free Kindergarten Association and any credit (to a maximum of five years credit) given for time spent on childcare pursuant to clause 8 of Appendix 6 of this Agreement.

**9B Surplus Staffing Provisions for Speech Language Therapists**

**9B.1** When a review shows that a Speech Language Therapist (SLT) staffing surplus will exist the employer shall, at the first instance, consider in consultation with SLT staff whether this staffing surplus can be absorbed by attrition.

**9B.2** If the required number of positions cannot be achieved through attrition and if a surplus staffing situation still exists, an identification of the SLT(s) to be deemed surplus will be made from among permanent SLT(s), through a fair and transparent process.

**9B.3** Once the surplus SLT(s) has been identified and before the date the surplus staffing takes effect, the options described in clauses 9A.7 to 9A.11 will be available to that SLT(s). For the purposes of this provision, any reference to “teacher” in clauses 9A.7 to 9A.11 shall be read as a reference to a SLT.

**9C Surplus Staffing Provisions for Resource Teachers**

The provisions of clause 9A shall apply to Resource Teachers. However, employers and resource teacher employees are advised that these provisions must be applied in conjunction with the provisions outlined in Appendix 5 to this Agreement.

**9D Changing Status to Kura Kaupapa Māori**

In the event of staffing needs being reviewed as a result of a school changing to a kura kaupapa Māori or a school which will provide level 1, 2 or 3 Māori immersion programmes, all of the surplus staffing provisions will apply to teachers so affected and required to transfer out.



## Part 10 Complaints/Discipline/Competency

### 10.1 General

The following principles shall be used in addressing complaints against employees and matters of discipline and competence to ensure that such matters can in the interests of the parties be fully and fairly addressed. Many complaints will be able to be resolved by discussion between the principal and the employee concerned without the need to take the matter any further. This does not negate any statutory obligation to inform the Education Council if applicable. Boards should, wherever appropriate, seek to resolve complaints in this manner in the first instance. Questions of competence, conduct and/or discipline should be handled in a manner which as far as possible protects the mana and dignity of the employee concerned. Employees may seek whanau, family, professional and/or NZEI Te Riu Roa support in relation to such matters.

### 10.2 Ngā Kōrero me ngā Tikanga

- (a) Me tuku reta atu ki te kaimahi hei whakamārama atu i ngā raruraru kua puta noa. Mehemea he pai ki te kaimahi rāua tahi ko tona tumuaki, e āhei ana ki te whakahaere tonutia ngā whakaritenga i raro i ngā tikanga Māori.
- (b) Anei ra ētahi momo tikanga hei kōwhiringa mā rātou:
  - He huihuinga kei te marae;
  - He whakawhiti kōrero kanohi ki te kanohi;
  - Ka hui mai te whānau hei tuarā mō te katoa; ā
  - Ka hui mai ngā kaumātua kuia hei arahi hei tohutohu i ā rātou katoa.
- (c) Mēnā ka whakaaetia te kaimahi rāua ko tōna tumuaki ō rāua kaihautū rānei, kia oti pai ai te kaupapa, mā rāua mā ngā kaihautū rānei e hainatia ngā whakaaetanga i tūhia. Makaia atu tētahi kape o ngā whakaaetanga nei ki te kōnae o te kaimahi.
- (d) He māmā noa iho ēnei whakawhiringa mehemea hiahia ana tētahi taha kia waiho tārewa ake ngā tikanga Māori kia huri ke ia ki ētahi (te katoa rānei) o ngā whakaritenga, arā 10.3, 10.4, 10.5, 10.6 me 10.7 e whai ake nei. Engari, mehemea ka huri kē atu i ngā tikanga Māori, ehara tērā i te tino raruraru kia oti hē rawa ngā whakaritenga katoa. Ina hoki ka tahuri mai tētahi taha ki ēnei ki 10.3, 10.4, 10.5, 10.6 me 10.7 i raro nei, me tuhituhi hei whakamārama ki tērā atu taha.

### 10.3 Discussions in a Māori Context

- (a) The employee must be advised in writing of the specific matter(s) causing concern. The employee and employer may, depending on the nature of the complaint, agree to attempt to deal with a complaint by it being heard in a Māori context and manner.
- (b) A Māori context and manner relates to the following:
  - Meetings can be held on marae;
  - There is face to face engagement;
  - There can be whanau support for all involved; and
  - Guidance and advice is often provided by kaumatua and kuia for all involved.
- (c) Should the employee and employer, or their representatives on their behalf, agree to a resolution of the matter then this shall be recorded in writing and signed by both parties and/or their representatives on their behalf. A copy of the agreement will be placed on the employee's personal file.

- (d) This is a discretionary option and either party may withdraw at any time, and nothing in this section prevents the employer or the employee deciding at any time that any or all of the procedures in clauses 10.3, 10.4, 10.5, 10.6 and/or 10.7 will be used. Where either party decides to withdraw from this process such a decision will not of itself give rise to any claim of procedural deficiency or unfairness. The decision to withdraw from this process and/or for the employer to use any or all the procedures in clauses 10.3, 10.4, 10.5, 10.6 and/or 10.7 will be notified in writing to the other party.

**10.4 Discipline**

- (a) The employee must be advised of the right to request representation at any stage.
- (b) The employee must be advised in writing of the specific matter(s) causing concern and be given a reasonable opportunity to provide an explanation. Before making a final decision, the employer may need to make further inquiries in order to be satisfied as to the facts of the specific matter(s) causing concern.
- (c) The employee must be advised of any corrective action required to amend their conduct and given a reasonable opportunity to do so.
- (d) The process and any disciplinary action are to be recorded, sighted and signed by the employee, and placed on their personal file.

**10.5 Suspension**

- (a) If the alleged conduct is deemed sufficiently serious an employee may be either suspended with or without pay or transferred temporarily to other duties.
- (b) The employer shall not, unless there are exceptional circumstances, suspend the employee without first allowing the employee a reasonable opportunity to make submissions to the employer about the alleged misconduct and the appropriateness of suspension in all of the circumstances. The employer shall take into account any submissions made by the employee before determining the matter of suspension.
- (c) The employer shall use its best endeavours to ensure that the period of suspension is kept to the minimum possible time consistent with ensuring that the allegations of misconduct are properly investigated and that the employee is treated fairly at all times.
- (d) If the allegation that led to suspension is without substance the employee shall be reinstated effective from the date of suspension.

**10.6 Instant Dismissal**

Nothing in clauses 10.2, 10.3, 10.4 or 10.5 prevents instant dismissal without notice in the case of serious misconduct.

**10.7 Competency**

10.7.1 Where there are matters of competency which are causing concern in respect of any employee (for example failing to meet the beginning, fully certificated, or Assistant and Deputy Principal professional standards, as appropriate), the principal shall put in place appropriate assistance and personal guidance to assist that employee.

10.7.2 When this assistance and guidance has not remedied the situation, the following provisions should govern the action to be taken:

- (a) The employee must be advised in writing of the specific matter(s) causing concern and of the corrective action required, and the timeframe allowed. This timeframe should be determined by the principal and be relevant to the matters causing concern;
- (b) The process and results of any evaluation are to be recorded in writing, sighted and signed by the employee;
- (c) A copy of any report made by the principal to the employer or to the Education Council shall be given to the employee;

- (d) No action shall be taken on a report until the employee has had a reasonable time to comment (in writing or orally or both);
- (e) If the above steps (a-d) fail to resolve the matter of concern, the employer may, where justified, dismiss the employee immediately by providing two calendar months salary in lieu of notice without the need to follow the provisions of 10.4, 10.5 or 10.6 above.

## **10.8**

### **Personal Grievance**

The personal grievance provisions in Part 11 of this Agreement are available to an employee who is aggrieved by any action of their employer taken under these provisions.

## Part 11 Employment Relationship Problems

### What is an Employment Relationship Problem?

It is a problem between employee and employer. For example, it might be a personal grievance or a dispute about a provision in an employment agreement.

### Resolving an Employment Relationship Problem

The employee and employer should first make a reasonable effort to discuss the problem and settle it by mutual agreement. (If it's a personal grievance, it must first be raised with the employer **within 90 days** - Personal Grievances are explained further below).

An employee (or employer) has the right to be represented at any stage.

When a problem arises, union members should contact their local NZEI Te Riu Roa field officer for advice and representation.

Employers should contact NZSTA or other adviser/representative of choice.

### Personal Grievances

A personal grievance is a particular type of employment relationship problem that normally must be raised with the employer within 90 days of the grievance arising.

An employee may have a personal grievance where:

- They have been dismissed without good reason, or the dismissal was not carried out properly.
- They have been treated unfairly.
- Their employment or a condition of their employment has been affected to their disadvantage by an unjustified action of their employer.
- They have experienced sexual or racial harassment, or have been discriminated against because of their involvement in a union or other employee organisation, or have suffered duress over membership or non-membership of a union or other employee organisation.
- They have been discriminated against in terms of the prohibited grounds of discrimination under the Human Rights Act 1993.

**Note:** *The full meaning of the terms personal grievance, discrimination, sexual harassment, racial harassment, and duress, shall be the meaning given by sections 103 to 110 inclusive of the Employment Relations Act 2000 only. For ease of access these are attached at the end of this Agreement as Appendix 2.*

As with other employment relationship problems, the parties should always try to resolve a personal grievance through discussion.

Either party can refer a personal grievance to the Employment Relations Service of the Ministry of Business, Innovation and Employment for mediation assistance, or to the Employment Relations Authority.

If the problem relates to a type of discrimination that can be the subject of a complaint to the Human Rights Commission under the Human Rights Act 1993, the person can either take a personal grievance, or complain to the Human Rights Commission, but not both. If in doubt, advice should be sought before deciding.

### Services Available

To help resolve employment relationship problems, the Ministry of Business, Innovation and Employment provides:

### **An Information Service**

- This is free. It is available by contacting the Ministry of Business, Innovation and Employment (MBIE) or by phoning toll free 0800 20 90 20. The Employment Relations Service internet address is [www.employment.govt.nz](http://www.employment.govt.nz) and can be contacted by e-mail at [info@mbie.govt.nz](mailto:info@mbie.govt.nz).

### **Mediation Service**

- The Mediation Service is a free and independent service available through MBIE.
- This service helps to resolve employment relationship problems and generally to promote the smooth conduct of employment relationships.
- Mediation is a mutual problem solving process, with the aim of reaching an agreement, assisted by an independent third party.
- If the parties can't reach a settlement they can ask the mediator, in writing, to make a final and binding decision.
- A settlement reached through mediation and signed by the mediator at the request of the parties is final, binding and enforceable. Neither party can then take the matter any further and, either party can be made to comply with the agreed settlement by court order.
- If the problem is unresolved through mediation either party may apply to have the matter dealt with by the Employment Relations Authority.

### **The Employment Relations Authority**

- This Authority is an investigative body that operates in an informal way. It looks into the facts and makes a decision on the merits of the case and not on the legal technicalities.
- Either an employer or an employee can refer an unresolved employment relationship problem to the Authority by filing the appropriate forms.
- The Authority may call evidence, hold investigative meetings, or interview anyone involved. It can direct the parties to try mediation. If mediation is unsuitable or has not resolved the problem, the Authority will make a decision that is binding on all parties. Any party can contest the Authority's decision through the Employment Court.

**Note 1:** *All employment relationship problems, including personal grievances and any disputes about the interpretation or application of this Agreement, must be resolved under Parts 9 and 10 of the Employment Relations Act 2000.*

**Note 2:** *In relation to a dispute about the interpretation, application, or operation of this Agreement the employer shall act, if the Secretary acting under delegation from the State Services Commissioner so requires, together with or in consultation with the Secretary.*

## Schedule 1 Definition of Levels of Māori Immersion

### Level 1: Maintenance Programmes (81% to 100% Immersion)

- Te reo Māori is the principal language of communication and instruction.
  - The principal curriculum is taught entirely in Māori.
- (It is expected that all students in the programme will interact freely in Māori).

### Level 2: Development Programmes (51% to 80% Immersion)

- Te reo Māori is, for most of the time, the language of communication and instruction.
- English is accepted as a temporary language of instruction and communication.
- There is an agreement between the school and parents that the programme will achieve a particular level of immersion over a specified period of time.
- The level of fluency of the teacher will vary considerably, from not very fluent to native-like fluency.
- There is a reliance on Kaiarahi Reo to increase the amount of spoken Māori in the programme.

(It is expected that not all students in the programme will interact freely in Māori).

### Level 3: Emerging Programmes (31% to 50% Immersion)

- English is the main language of communication and instruction.
- The teacher can communicate at a basic level of Māori, but has difficulty instructing in Māori.
- Māori is used as the classroom management language.
- An increase in the level of immersion is restricted by the level of fluency of the teacher.
- A Kaiarahi Reo is usually the only fluent speaker in the programme.

**Note:** A school which is offering Māori as a subject only would not meet the level 3 Immersion criteria.

## Schedule 2

### Interim Framework of Professional Standards for Deputy Principals and Assistant Principals – 1 February 1998

Dimension	Standard
<b>Professional leadership</b>	<ul style="list-style-type: none"> <li>▪ Demonstrates a thorough understanding of current approaches to effective teaching and learning</li> <li>▪ Provides professional leadership to staff within the delegated areas of responsibility</li> <li>▪ Makes constructive contributions to the work of the senior management team in a manner which supports effective school organisation and improved learning outcomes for students</li> <li>▪ Understands, and applies where appropriate, current practices for effective management from both within and beyond education</li> <li>▪ Supports the principal in the leadership and management of the school and deputises when required</li> <li>▪ Identifies and acts on opportunities for improving teaching and learning</li> <li>▪ Reflects on own performance assessment and demonstrates a commitment to own on-going learning in order to improve performance</li> </ul>
<b>Policy and programme management</b>	<ul style="list-style-type: none"> <li>▪ Initiates, plans and manages in association with the principal and other staff, policies and programmes which meet national requirements, are consistent with the school's charter and strategic planning, and which reflect the school's commitment to effective teaching and learning</li> <li>▪ Understands the implications of New Zealand's changing cultural, social and economic context and ensures that these changes are reflected in the policies and programmes within the delegated areas of responsibility</li> </ul>
<b>Staff management</b>	<ul style="list-style-type: none"> <li>▪ Participates in the school's performance management systems and makes recommendations to the principal on appropriate professional development opportunities for staff</li> <li>▪ Motivates and encourages staff to improve the quality of teaching and learning</li> <li>▪ Devolves responsibilities and delegates tasks when appropriate</li> </ul>
<b>Relationship management</b>	<ul style="list-style-type: none"> <li>▪ Fosters relationships between the school and the community</li> <li>▪ Communicates effectively both orally and in writing to a range of audiences</li> <li>▪ Provides information to the principal on areas of delegated responsibility in order to assist with effective day to day management and strategic planning in the school</li> <li>▪ Understands and operates within the limits of the delegated authorities and adopts a consultative approach with the principal and other staff on issues relating to school policy</li> <li>▪ Establishes and maintains good communication processes with staff, and between staff and members of the senior management team</li> </ul>
<b>Financial and asset management</b>	<ul style="list-style-type: none"> <li>▪ Effectively and efficiently uses available financial resources and assets, within delegated areas of authority, to support improved learning outcomes for students</li> </ul>

**Note:** Deputy Principals and Assistant Principals with teaching responsibilities will also need to meet the requirements of the Draft Interim Framework of Professional Standards for Teachers.

**Schedule 3**

**Interim Framework of Professional Standards for Teachers – 1 February 1998**

	<b>Beginning Teachers</b>	<b>Fully Certificated Teachers</b>	<b>Experienced Teachers</b>
<b>Dimensions</b>		<b>As well as demonstrating the standards for beginning teachers, fully certificated teachers:</b>	<b>As well as demonstrating the standards for fully certificated teachers, experienced teachers:</b>
<b>Professional knowledge</b> <ul style="list-style-type: none"> <li>▪ curriculum</li> <li>▪ Treaty of Waitangi</li> <li>▪ learning and assessment theory</li> </ul>	<ul style="list-style-type: none"> <li>▪ have a sound knowledge of curriculum, learning and assessment theory</li> <li>▪ understand the implications of the Treaty of Waitangi and te reo me ona tikanga</li> </ul>	<ul style="list-style-type: none"> <li>▪ are competent in the content of relevant curriculum</li> <li>▪ keep informed of developments in curriculum and learning theory</li> <li>▪ demonstrate knowledge of the Treaty of Waitangi and te reo me ona tikanga</li> </ul>	<ul style="list-style-type: none"> <li>▪ demonstrate a high level of knowledge of relevant curriculum, and of current learning and assessment theory</li> <li>▪ demonstrate a commitment to their own on-going learning</li> </ul>
<b>Teaching techniques</b> <ul style="list-style-type: none"> <li>▪ planning and preparation</li> <li>▪ teaching and learning strategies</li> <li>▪ assessment/reporting</li> <li>▪ use of resources and technology</li> </ul>	<ul style="list-style-type: none"> <li>▪ plan programmes and develop learning and assessment strategies that are consistent with sound teaching and learning practice</li> </ul>	<ul style="list-style-type: none"> <li>▪ use appropriate teaching objectives, programmes, learning activities, and assessment</li> <li>▪ demonstrate a range of effective teaching techniques</li> <li>▪ demonstrate flexibility and responsiveness</li> <li>▪ impart subject content effectively</li> <li>▪ use appropriate technology and resources</li> <li>▪ reflect on teaching with a view to improvement</li> </ul>	<ul style="list-style-type: none"> <li>▪ demonstrate a broad range of highly effective teaching techniques</li> <li>▪ continually evaluate and reflect on their teaching and act on areas where it can be improved</li> </ul>
<b>Motivation of students</b> <ul style="list-style-type: none"> <li>▪ student engagement in learning</li> <li>▪ expectations that value and promote learning</li> </ul>	<ul style="list-style-type: none"> <li>▪ demonstrate effective techniques for motivating students</li> <li>▪ demonstrate expectations that value and promote learning</li> </ul>	<ul style="list-style-type: none"> <li>▪ recognise and support diversity amongst individuals and groups</li> <li>▪ engage students in learning</li> <li>▪ establish high expectations that value and promote learning</li> </ul>	<ul style="list-style-type: none"> <li>▪ demonstrate a wide range of techniques that provide strong motivation for a diversity of students</li> </ul>



	<b>Beginning Teachers</b>	<b>Fully Certificated Teachers</b>	<b>Experienced Teachers</b>
<b>Dimensions</b>		<b>As well as demonstrating the standards for beginning teachers, fully certificated teachers:</b>	<b>As well as demonstrating the standards for fully certificated teachers, experienced teachers:</b>
<b>Classroom management</b> <ul style="list-style-type: none"> <li>▪ student behaviour</li> <li>▪ physical environment</li> <li>▪ respect and understanding</li> </ul>	<ul style="list-style-type: none"> <li>▪ apply understandings of positive behaviour management</li> <li>▪ create and maintain a safe environment that is conducive to learning</li> <li>▪ model interactions on ways that are known to be associated with developing respect and understanding</li> </ul>	<ul style="list-style-type: none"> <li>▪ manage student behaviour positively</li> <li>▪ establish good relationships with students and respect their individual needs and cultural backgrounds</li> <li>▪ organise a safe physical environment</li> <li>▪ create an environment of respect and understanding</li> <li>▪ provide and maintain a purposeful working atmosphere</li> </ul>	<ul style="list-style-type: none"> <li>▪ demonstrate a high level of commitment to student welfare and learning</li> <li>▪ effectively manage challenging learning environments</li> </ul>
<b>Communication</b> <ul style="list-style-type: none"> <li>▪ students</li> <li>▪ colleagues</li> <li>▪ families/whanau</li> </ul>	<ul style="list-style-type: none"> <li>▪ demonstrate skills of effective communication</li> </ul>	<ul style="list-style-type: none"> <li>▪ communicate clearly and accurately in either, or both, of the official languages of New Zealand</li> <li>▪ provide feedback to students</li> <li>▪ communicate with families, whanau and caregivers</li> <li>▪ share information with colleagues</li> </ul>	<ul style="list-style-type: none"> <li>▪ demonstrate highly effective communication skills when interacting with students, colleagues and families/whanau</li> </ul>
<b>Support for and co-operation with colleagues</b>	<ul style="list-style-type: none"> <li>▪ co-operate with and seek support from colleagues</li> </ul>	<ul style="list-style-type: none"> <li>▪ establish and maintain effective working relationships with colleagues</li> <li>▪ encourage others and participate in professional development</li> </ul>	<ul style="list-style-type: none"> <li>▪ support and provide effective assistance to colleagues in improving teaching and learning</li> </ul>
<b>Contribution to wider school activities</b>	<ul style="list-style-type: none"> <li>▪ participate in the life of the school</li> </ul>	<ul style="list-style-type: none"> <li>▪ contribute to the life of the school</li> </ul>	<ul style="list-style-type: none"> <li>▪ successfully organise aspects of programmes within the school to promote teaching and learning</li> </ul>

**Note:** *Te Reo Māori Proficiency Standards, when developed, could form part of the professional standards for Māori medium teachers.*

The professional standards for each of these teacher levels are defined as follows:

**Beginning Teachers – definition**

Beginning teachers meet the Education Council criteria for provisional certification as a teacher. Beginning Teachers work under the guidance of others. They undertake “advice and guidance” programmes to assist in the development of the competencies required for full certification.

**Fully Certificated Teachers – definition**

Fully Certificated Teachers have taught for at least two years and have met the Education Council criteria for full certification. Fully Certificated Teachers are competent in the performance of their day-to-day teaching responsibilities.

**Experienced Teachers – definition**

Experienced teachers are highly skilled practitioners and classroom managers. Their teaching methods are well developed and they employ an advanced range of strategies for motivating students and engaging them in learning. In environments where it is possible, they support and provide assistance to colleagues.

## Appendix 1 Isolation Allowance Rates

The isolation allowance rates for employees whose full-time residence is in a locality which has a population of less than 300 are:

Category	Eligibility Criteria	Off-shore Island Classifications	Basic Rate Per Annum (\$)
Category 1	60-100km from a population centre of greater than 1,500 persons.		\$616
Category 2	101-150km from a population centre of greater than 1,500 persons.		\$1,034
Category 3	151-200km from a population centre of greater than 1,500 persons.		\$1,547
Category 4	200km from a population centre of greater than 1,500 persons.	<b>A</b> <b>B</b>	\$3,032 \$2,173
Category 5	Employees whose full-time residence is located on an off-shore island.	<b>A</b> <b>B</b> <b>C</b> <b>D</b>	\$2,058 \$1,547 \$1,034 \$616
Category 6	Employees whose full-time residence is a locality on the category 6 list held by the Ministry of Education and the NZEI Te Riu Roa shall receive the appropriate allowance on that list.		

### Category 6 Locations

Locality	Basic Rate Per Annum (\$)	Locality	Basic Rate Per Annum (\$)
Aranga	\$378	Ongarue	\$358
Arohena	\$471	Papanui Junction	\$378
Glenorchy	\$513	Peria	\$503
Hauturu	\$481	Piri Piri	\$441
Hawea Flat	\$616	Puketitiri	\$533
Horeke	\$376	Rere	\$481
Kawhia	\$616	Ruakituri	\$543
Makahu	\$452	Taharoa	\$616
Ohuka	\$461	Te Akau	\$441
Omarama	\$616	Waikaretu	\$573

### Off-shore Island Classifications

<b>A</b>	Great Barrier Island	
<b>B</b>	Half Moon Bay, Stewart Island	
<b>C</b>	Little Barrier Island	
<b>D</b>	Kapiti Island	Motutatpu
	Kawau	Rakino
	Matakana	Rangitoto
	Motuihe	Waiheke

**Appendix 2**  
**Extract from Employment Relations Act 2000**

**103 Personal Grievance**

- (1) For the purposes of this Act, "personal grievance" means any grievance that an employee may have against the employee's employer or former employer because of a claim—
- (a) that the employee has been unjustifiably dismissed; or
  - (b) that the employee's employment, or 1 or more conditions of the employee's employment (including any condition that survives termination of the employment), is or are or was (during employment that has since been terminated) affected to the employee's disadvantage by some unjustifiable action by the employer; or
  - (c) that the employee has been discriminated against in the employee's employment; or
  - (d) that the employee has been sexually harassed in the employee's employment; or
  - (e) that the employee has been racially harassed in the employee's employment; or
  - (f) that the employee has been subject to duress in the employee's employment in relation to membership or non-membership of a union or employees organisation
  - (g) that the employee's employer has failed to comply with a requirement of Part 6A; or
  - (h) that the employee has been disadvantaged by the employee's employment agreement not being in accordance with section 67C, 67D, 67G, or 67H; or
  - (i) that the employee's employer has contravened section 67F or 67G(4).
  - (j) that the employee's employer has, in relation to the employee,—
    - (i) engaged in adverse conduct for a prohibited health and safety reason; or
    - (ii) contravened section 92 of the Health and Safety at Work Act 2015 (which prohibits coercion or inducement).
- (2) For the purposes of this Part, a **representative**, in relation to an employer and in relation to an alleged personal grievance, means a person—
- (a) who is employed by that employer; and
  - (b) who either —
    - (i) has authority over the employee alleging the grievance; or
    - (ii) is in a position of authority over other employees in the workplace of the employee alleging the grievance.
- (3) In subsection (1)(b), unjustifiable action by the employer does not include an action deriving solely from the interpretation, application, or operation, or disputed interpretation, application, or operation, of any provision of any employment agreement.

**103A Test of Justification**

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

- (c) whether the employer gave the employee a reasonable opportunity to respond to the employer's concerns before dismissing or taking action against the employee; and
  - (d) whether the employer genuinely considered the employee's explanation (if any) in relation to the allegations against the employee before dismissing or taking action against the employee.
- (4) In addition to the factors described in subsection (3), the Authority or the court may consider any other factors it thinks appropriate.
- (5) The Authority or the court must not determine a dismissal or an action to be unjustifiable under this section solely because of defects in the process followed by the employer if the defects were –
- (a) minor; and
  - (b) did not result in the employee being treated unfairly.

#### **104 Discrimination**

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

#### **105 Prohibited grounds of discrimination for purpose of section 104**

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

## 106 Expectations in relation to discrimination

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

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

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

- (e) had submitted another personal grievance to that employee's employer; or
- (f) had been allocated, had applied to take, or had taken any employment relations education leave under this Act; or
- (g) was a delegate of other employees in dealing with the employer on matters relating to the employment of those employees.

(2) *[Repealed]*

## 108 Sexual harassment

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

## 109 Racial harassment

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

## 110 Duress

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



### **Appendix 3**

#### **Relevant Specialist Level 7 Qualifications and Other Qualification Matters**

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

A “bachelor degree together with a recognised teaching qualification” in the Q3+ definition includes the four year conjoint Bachelor of Education programme.

The two new categories added to Q3+ namely “a Diploma of Teaching together with an Advanced Diploma of Teaching together with a level 7, 120 credit relevant specialist diploma, or a bachelor degree of teaching together with a level 7, 120 credit relevant specialist diploma” are for teachers who can demonstrate that the two qualifications have been completed separately and without any cross-credits or recognition of prior learning being awarded between the two.

#### **Requirement for Relevant, Specialist, Level 7 (120 Credit) Diplomas**

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

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

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

**Review of the Qualifications Chart**

The parties agree to review the current qualifications chart within the term of the Agreement. Any or all of the qualifications in the above categories may be placed on the qualifications chart at that time.

**The Conjoint Bachelor of Teaching**

The parties are aware of a group of teachers who are currently completing the conjoint B Ed programme at Massey University based on its original content. Where a teacher, currently engaged in that study programme can demonstrate that they have completed the programme, through the original provider studying the original programme content then that teacher shall be provided with Q3+ status. Study must be completed prior to the end of 2006.

## **Appendix 4**

### **School Reorganisation Staff Surplus Provisions**

- 1 Definitions for the Purposes of this Appendix**
- 1.1 “School reorganisation process” shall mean a process which is Ministry of Education initiated and/or approved by the Minister in which the future class, or designation, or structure of a school is being reviewed in conjunction with the future class, or designation, or structure of any other school or schools.
- 1.2 “Reorganising schools” shall be the schools determined by the Minister of Education in accordance with the State Sector Act 1988 section 77HA (3).
- 1.3 “Reorganised school” is the continuing school/s from the gazetted commencement date of reorganisation. This includes schools that have also decapitated or recapitated in addition to physically merging with another school or schools whether or not there is a change of class or designation.
- 1.4 “Class of school” shall mean ‘primary’, ‘intermediate’, ‘secondary’, ‘composite’ as defined in section 145 of the Education Act.
- 1.5 “Designation” shall mean ‘contributing, area, restricted composite, special character, or kura kaupapa Māori as defined in sections 148, 149, 150, 151, 152, 155 and 156 of the Education Act.
- 1.6 “Decapitation” shall mean where a primary school is redesignated as a contributing school or a composite school is reclassified as a secondary school or a primary school.
- 2 Purpose of the Provisions**
- 2.1 These provisions recognise the unique processes applicable to staff employed in schools involved in school reorganisation processes. In all processes, the principles of the “good employer” as contained in Part VII of the State Sector Act 1988 shall apply.
- The purposes of these provisions are to:
- (a) Provide, as far as is possible, employment protection for employees involved in a school reorganisation process;
  - (b) Provide a process that facilitates a fair and orderly transition from existing to new arrangements;
  - (c) Ensure an appropriate management structure is in place to enable the reorganised school to function efficiently and effectively;
  - (d) Ensure continuity of curriculum delivery at the schools involved in a school reorganisation process and at the reorganised school;
  - (e) Ensure that as many employees as possible currently employed are re-assigned or re-confirmed to positions in the reorganised school/s;
  - (f) Ensure the curriculum, management and pastoral needs of the reorganised school are met.
- 2.2 For the purpose of the following clauses ‘employee’ shall mean a permanent employee of a school involved in a school reorganisation process and includes an employee who is subject to any staff surplus process that occurs as a consequence of the school reorganisation process.
- 3 Initiation of a School Reorganisation Process**
- 3.1 The Secretary shall notify NZEI Te Riu Roa of the initiation of a school reorganisation process, and the schools involved in that process, as follows:
- (a) Upon the Minister of Education’s announcement of a school reorganisation process; or
  - (b) At the date the Minister of Education approves an application for two or more schools to enter into a school reorganisation process.

- 4 Employment Protection During the School Reorganisation Process**
- 4.1 All staff vacancies that arise at all schools involved in a school reorganisation process following the announcement as described in clause 3 above shall be filled with temporary appointments. However, if curriculum delivery is threatened, the employer may determine, in consultation with the Ministry of Education, that any such position may be made permanent, subject to any staffing limitations. This restriction applies until the completion of the reassignment/reconfirmation process and notification period, except as provided elsewhere in this Appendix.
- 4.2 Throughout the school reorganisation process and subsequent staff surplus process the employer shall attempt to meet any reduction required by the use of attrition. No school, identified as being a part of a school reorganisation process shall be required to undergo a staffing needs analysis until the completion of the school reorganisation process as described in this Appendix.
- 4.3 The provisions of this clause shall remain in place and apply to all schools involved in a particular school reorganisation process until the staff surplus process of all involved schools is complete.
- 4.4 Resource teachers attached to a school shall not be included in the school reorganisation process and employment will be continued, except as specifically identified by the Ministry of Education. The Ministry of Education shall notify NZEI Te Riu Roa of any such exception immediately.
- 5 The Announcement of the Final Outcome of a School Reorganisation Process**
- 5.1 At the conclusion of the school reorganisation process the Secretary shall announce the final class, designation or structure for the schools involved in the school reorganisation process.
- 5.2 The final announcement shall identify the schools as follows:
- (i) Retained unchanged or recapitated
  - (ii) Closed
  - (iii) Decapitated but not reorganised
  - (iv) Reorganised.
- 5.3 Each identified school shall then proceed with a Staffing Needs Analysis in accordance with this Appendix.
- 5.4 In regard to the staffing needs analysis the provisions of clause 6 shall apply to closed or decapitated but not reorganised schools and the provisions of clause 7 shall apply to reorganised schools.
- 6 Staffing Needs Analysis for a Closure of a School or a Decapitated but not Reorganised School**
- 6.1 Where a school closes no needs analysis shall be done and all employees shall be entitled to the provisions of clause 17 of this Appendix except where a school directly affected by the school reorganisation process has an equivalent position and this is offered to an employee.
- 6.2 Where a school is decapitated but not reorganised:
- the provisions of Part 9 of this Agreement shall be used to conduct the needs analysis.
  - any employee(s) identified as surplus as a result of the needs analysis shall be entitled to the provisions of clause 17 of this Appendix except where a school directly affected by the school reorganisation process offers an equivalent position to an employee.
- 7 Staffing Needs Analysis for Reorganised Schools**
- 7.1 The needs analysis shall determine the staffing structure for the reorganised school. This will be conducted by representatives of all the Boards which are being restructured, reclassified or redesignated to form the reorganised school/s (the joint schools' committee). Where applicable this will include representation from the establishment Board of a newly created school.
- 7.2 This committee shall conduct a needs analysis in consultation with employees and NZEI Te Riu Roa.

- 7.3 The needs analysis shall analyse:
- (a) The current staffing usage at the reorganising schools; and
  - (b) The subjects taught at each year level over recent years; and
  - (c) the likely curriculum, pastoral, and management requirements of the reorganised school(s); and
  - (d) The positions that will be allocated permanent units; and
  - (e) Position/s with permanent units, if any, that will be designated as assistant or deputy principal under clause 3.10.6 of this Agreement.
- 7.4 As a result of this process, draft staffing schedules shall be developed and made available to each employee, and to the nominee(s) of NZEI Te Riu Roa, for comment and feedback to the employer.
- 7.5 No less than ten (10) working days be made available for this feedback to occur before any further step is taken, unless otherwise agreed between the reorganised school and NZEI Te Riu Roa.
- 7.6 If there are alterations to these drafts, the amended versions shall also be made available for a further five (5) working days.

## **8 Expressions of Preference in Teaching Positions**

- 8.1 When the new staffing structure is announced, the employer shall invite all employees of the reorganising schools to express a preference (or preferences) in writing, for a teaching position (or positions) at the reorganised school. For the purpose of this clause “employer” shall mean the continuing Board.
- 8.2 Employees shall have at least seven (7) days’ notice of the closing date for expressions of preference in the position(s) at the reorganised school.
- 8.3 The employer shall acknowledge in writing any expression of interest arising under this clause.

## **9 Voluntary Options**

- 9.1 Following the announcement of the final staffing structure, the employer shall seek written expressions of interest in the following voluntary options. For the purpose of this clause “employer” shall mean the continuing Board.
- (a) Redeployment/supernumerary employment of 40 (forty) school weeks at any of the reorganised school/s involved in the particular school reorganisation process (clauses 17.2-17.9);
  - (b) Redeployment/supernumerary employment of 30 (thirty) school weeks in another school (clauses 17.2-17.9);
  - (c) Retraining (clause 17.10);
  - (d) Long-service payment; (clause 17.11);
  - (e) Severance (clause 17.12).
- The employer shall acknowledge in writing any expression of interest arising under this clause.
- 9.2 Employees may continue to volunteer for the options without prejudice or withdraw from them at any point following the announcement of the final staffing structure, providing the employer has not already accepted the offer in writing.
- 9.3 The employer shall not be bound to agree to any voluntary offer. The employer’s decision shall be final.

- 10 Reconfirmation/Reassignment**
- 10.1 For the purpose of the clauses below:
- (a) 'Reconfirmation' shall mean the process whereby employees without permanent units are transferred to suitable positions at the reorganised school. A suitable position is one which has similar duties and/or for which the applicant is appropriately qualified and experienced or could become so with reasonable access to re-training.
  - (b) 'Reassignment' shall mean the process that applies to equivalent positions in the reorganised school.
  - (c) 'Equivalent position' shall mean employment in an equivalent position, in relation to the employee's previous 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.
  - (d) 'Merit' means the most suitable person and primarily includes assessment of qualifications, training, skills and experience.
- 10.2 Where any employee directly affected by a school reorganisation declines the offer of reconfirmation or reassignment to an equivalent position in a reorganised school, that employee's employment shall be terminated without further compensation pursuant to State Sector Act 1988 section 77HA.
- 11 Reconfirmation**
- 11.1 The employer shall reconfirm (as defined in clause 10.1(a) above) employees to suitable positions at the reorganised school. Reconfirmation may be to an employee's preferred position or to a position for which they are appropriately qualified and experienced.
- 11.2 Where there are two or more employees eligible for re-confirmation to a single position, the employer shall reconfirm the most suitable candidate(s) based upon merit.
- 11.3 Employees who are not reconfirmed in a position in which they have expressed interest at the reorganised school may, by mutual agreement, be reconfirmed in any vacant position for which they could become suitable with reasonable access to retraining.
- 12 Reassignment**
- 12.1 If an employee expresses a preference for a position that is determined to be the equivalent of his/her current position, and she/he is the only suitably qualified and experienced employee for that position, she/he shall be reassigned to that position, subject to the provisions in this section.
- 12.2 Employees may be reassigned to the employee's preferred position or to a position for which they are appropriately qualified and experienced.
- 12.3 Where there are more employees in positions that are equivalent, than there are such positions at the reorganised school, the employer shall seek internal applications for the position(s) from those employees and shall reassign the most suitable candidate(s) based upon merit.
- 12.4 The number of units held by an employee shall not on its own give a greater or lesser entitlement to an equivalent position at the reorganised school.
- 12.5 Employees who are not appointed to an equivalent position at the reorganised school may, by mutual agreement and consistent with the reassignment process above, be appointed to any vacant position for which they could become suitable with reasonable access to retraining.
- 12.6 An employee who was designated as an Assistant/Deputy Principal at a reorganising school and who is not appointed to a position with an Assistant/Deputy Principal designation as a consequence of the reassignment process, may elect to access the provisions in clause 17 of this Appendix except as provided in clause 10.2.

12.7 In a situation where an employee accepts a position or reassignment to a position with lesser remuneration (i.e. salary plus units) the provisions of clause 15 shall apply.

### **13 Unfilled Positions**

#### **Purpose**

13.1 The purpose of these provisions is to provide opportunities for employees directly affected by the closure of their school to gain employment in the reorganised school. The final decision to make any or all appointments, to the vacant positions, lies with the Board of the reorganised school.

#### **Process**

13.2 At the completion of the reconfirmation and reassignment processes described in clauses 11 and 12 above, every unfilled position in the reorganised school shall, in the first instance, be advertised in all the other schools which are identified as being part of the school reorganisation process in accordance with clause 3.1 of this Appendix and section 77 HA 3 of the State Sector Act 1988 and which are being closed as a result of that process.

13.3 Employees whose positions were disestablished at any other school which is identified as being part of the school reorganisation process as described in clause 13.2 and is being closed as a result of that process, may seek appointment to any position advertised at the reorganised school.

13.4 Where there are unfilled positions in a reorganised school and where there are applicants from the closing school, the Board of the closing school may nominate a parent member of its Board to participate in the appointment process except for the decision making process.

13.5 Employees whose positions were disestablished at any other school which is identified as being part of the school reorganisation process and is being closed as a result of that process may, by mutual agreement, be appointed to any vacant position for which they could become suitable with reasonable access to retraining.

13.6 Where the employer makes an offer of an equivalent position as defined in section 77HA (2) of the State Sector Act 1988 to an applicant from the closed school and that applicant chooses not to accept the offer, section 77HA of the State Sector Act 1988 applies whether or not the employee applied for the position.

13.7 If, at the completion of the processes described in clauses 13.1-13.6 above, any position or positions remain unfilled, they may be advertised externally.

### **14 Notice and Disestablishment of Positions**

14.1 Any employee who is not reconfirmed or reassigned shall be deemed to have had their position disestablished and clause 17.1 shall apply.

14.2 A minimum of two months notice shall be given of all positions which are to be disestablished.

14.3 Employees whose positions are disestablished, and who have not already identified voluntary options, shall be offered the options identified in clause 17.1 at least two months before the effective date of disestablishment.

14.4 If, during the two-month notice period, a suitable permanent position arises at the reorganised school or any of the schools involved in the merger process, the employee may seek appointment to that position and if he/she is suitably qualified and experienced he/she shall be appointed to that position.

14.5 The options identified in clause 17.1 shall be available at the date of disestablishment.

14.6 If no staff surplus option is elected by the employee by the effective date of disestablishment, the employee will be deemed to have redeployment/supernumerary status in the reorganised school.

- 15 Units and Salary Protection for Teachers**  
**Note:** For the purpose of this clause 'full salary' shall mean base salary plus units.
- 15.1 All holders of permanent units who are reconfirmed or reassigned to positions at the reorganised school that have less units, and/or represents the loss of Assistant or Deputy Principal designation shall have full salary protection for one year from the date of disestablishment of those units and/or loss of designation.
- 15.2 Fixed term units already allocated to employees prior to the announcement of the initiation of a school reorganisation process described in clause 3 shall continue until the agreed expiry date of those units where the employee is reconfirmed or reassigned at the reorganised school.
- 15.3 Attention is drawn to clause 3.10.1 of this Agreement, which requires the employer to consult with teachers in developing a policy to determine the use of units.
- 16 Reduction of Hours for Permanent Part-time Teachers**
- 16.1 A permanent part-time teacher who is offered a position with reduced hours at the reorganised school may elect either:
- (a) That the position has been disestablished and the provisions of clause 17 shall apply; or
  - (b) To accept the position in which case a partial redundancy payment will be payable by the employer.
- 16.2 Partial redundancy compensation will be calculated on the basis of applying the severance pay formula described in clause 17.12 of this Appendix to the reduction in salary rate between the two positions. This compensation shall be paid as an allowance over the number of weeks of entitlement. Should the employee's salary rate increase over this period the allowance will be reduced or removed accordingly.
- 17 Staff Surplus Entitlements in Reorganising Schools**  
**Note:** the provisions in this clause are not in addition to the staff surplus provisions in Part 9 of this Agreement.
- 17.1 Employees in a disestablished position are entitled to elect one of the following options:
- (a) Redeployment/supernumerary –
    - (i) be redeployed for 40 school weeks within the reorganised school, or
    - (ii) be redeployed for 30 school weeks at any other school requested by the employee with the approval of the original Board and of the Board of that other school; or
    - (iii) where the employee has been directly affected by their school's closure, be redeployed for 40 school weeks in any other school requested by the employee with the approval of the Board of that other school.

During this time the employee shall continue to seek a suitable alternative position; or
  - (b) Retraining - undertake a suitable course of retraining approved by the Secretary, for 30 school weeks which enhances or upgrades the employee; or
  - (c) Long service payment as per clause 17.11; or
  - (d) Severance payment as per clause 17.12.
- 17.2 The following redeployment/supernumerary procedures shall apply to a permanently employed employee who is redeployed under clause 17.1(a).
- 17.3 The employer shall assist the employee to find a suitable alternative position and will meet the reasonable costs of attending relevant interviews.
- 17.4 Where an employee elects redeployment under clause 17.1(a) and a position at the same or lower level becomes vacant at the school at which the employee is redeployed, the employee shall be offered the vacant position unless the position is either a Māori immersion teacher or special education teacher position requiring skills not possessed by the employee.



- 17.5 Where an employee declines placement under clause 17.4 at the same level or declines a reasonable offer of appointment at the same or higher level from another Board, that employee's employment shall be terminated without further compensation.
- 17.6 An employee may, during their period of redeployment, subject to agreement between the employee and their employer, undertake a defined special project(s) of work.
- 17.7 At the end of the period of redeployment if a permanent position has not been secured the employee's employment shall be terminated. If the employment is likely to be terminated in these circumstances the Board of Trustees shall advise the employee in writing of this not less than one month before the expiry of the period of redeployment.
- 17.8 If a transfer of location is involved, employees employed under clause 17.1(a) may elect to be reimbursed removal expenses according to Part 6 of this Agreement in one or another but not both of the following circumstances:
- (a) Where the employee transfers to another school to continue employment pursuant to clause 17.1(a); or
  - (b) Where the employee transfers to a school where they have been appointed to a new permanent position.
- 17.9 Upon termination of the supernumerary period as per clause 17.1(a)(i) or clause 17.1(a)(iii), employees who complete their supernumerary period and have yet to secure a permanent position in another state or state-integrated school, will retain an entitlement to removal expenses as per Part 6 of this Agreement for a period of 12 months from the cessation of their supernumerary employment. This entitlement will cease on permanent appointment to another teaching position in a state or state-integrated school.
- 17.10 The following shall apply to an employee who is retraining under clause 17.1(b):
- (a) There is no requirement on the employer to meet any costs and expenses of training, including course fees.
  - (b) At the end of the period of retraining if a permanent position has not been secured the employee's employment shall be terminated. If the employment is likely to be terminated in these circumstances the Board of Trustees shall advise the employee in writing of this not less than one month before the expiry of the period of retraining.
- 17.11 An employee may elect to receive Long Service Payment in accordance with clause 17.1(c). To be entitled to a long service payment the employee must have not less than twenty five years service. The payment will be based on the following table at the time of termination.

Length of Service	Weeks of Payment
Over 25 and up to 30 years	25 weeks
Over 30 years	30 weeks

- 17.12 An employee may elect to receive a severance payment in accordance with clause 17.1(d). Severance is to be paid based on the following table:

Length of Service	Weeks of Payment (Ordinary Pay)
Up to 3 years	7 weeks
Over 3 and up to 5 years	15 weeks
Over 5 years	23 weeks

- 17.13 Payment of long service payment or severance under clauses 17.11 or 17.12 is subject to the following provisions:
- (a) Where an employee who has received a long service payment or severance commences permanent employment in a state or state-integrated school within a number of weeks which is less than the number of weeks of payment received under clauses 17.11 or 17.12 the employee shall refund the difference between the number of weeks for which they were without employment and the number of weeks for which severance or long service payment was received;
  - (b) Payment under this provision is conditional on the employee finishing on an agreed date. Where the employee resigns her/his position or is appointed to another permanent teaching position in a state or state-integrated school before the date of payment, no payment will be made;
  - (c) Any employee receiving the long service payment or severance payment will be deemed to have been paid in full for service to that date for the purpose of calculating service for any future sick leave, severance, or long service payment entitlements. Provided that an employee who is subject to clause 17.13(a) shall receive pro rata reinstatement of these service entitlements;
  - (d) For the purpose of these provisions ordinary pay is defined as basic taxable salary plus regular taxable allowances paid on a continuous basis as at the effective date that the surplus staffing takes effect. For employees on leave without pay, ordinary pay shall be the ordinary pay at the time of taking leave.
- 17.14 For the purpose of clauses 17.11 and 17.12 "service" is defined as the aggregate of all employment as a teacher in state or state-integrated schools and/or service as a trained and certificated teacher in the employment of a Free Kindergarten Association and any credit (to a maximum of five years credit) given for time spent on childcare pursuant to Appendix 6 of this Agreement.

**Appendix 5  
Resource Teacher Surplus Staffing Process**

**Part A - Resource Teacher Surplus Staffing Process**

*The following is intended to inform Boards/clusters of the process they are to follow if they are required to reduce the number of resource teachers employed within their cluster. It is intended to be read in conjunction Part 9 of this Agreement.*

1. Ministry of Education notifies employing Boards in affected clusters, NZEI Te Riu Roa and NZSTA that they are overstaffed for Resource Teachers:
  - 1 March: Ministry of Education identifies clusters that are over-staffed based on March role return. Employing Board informed if there is a possibility of over-staffing for the following school year.
  - 1 July: Ministry of Education sends out notices of withdrawal of funding the following school year for positions to Boards of affected schools.
2. The cluster convenes to discuss the needs of the cluster in light of having to reduce Resource Teacher positions.
3. In consultation with Resource Teachers within the cluster, the cluster attempts to meet the required reduction through attrition.
4. If attrition does not achieve the required reductions the cluster notifies the relevant parties and facilitates a surplus staffing committee within the cluster comprised of one representative from each employing school Board of Trustees in the cluster, provided that where there are fewer than three employing schools within the cluster the surplus staffing committee will invite participation from other Boards within the cluster to ensure that the surplus staffing committee comprises representatives of no less than three Boards.
5. In identifying positions for disestablishment the committee will conduct a needs analysis in consultation with the resource teachers within the cluster in accordance with clause 9A.4(c) of this Agreement, provided that, the criteria to be applied in order to identify the position(s) shall be as set out in the table below. This is in place of the criteria described in clause 9A.4(a) of this Agreement.

Current situation	Future needs
<ul style="list-style-type: none"> <li>▪ positions</li> <li>▪ allocation policies</li> <li>▪ specific Resource Teacher characteristics<sup>1</sup></li> <li>▪ Resource Teachers caseloads</li> <li>▪ employer schools</li> <li>▪ roll numbers and distribution</li> </ul>	<ul style="list-style-type: none"> <li>▪ positions</li> <li>▪ allocation policies</li> <li>▪ specific Resource Teacher characteristics</li> <li>▪ employer schools</li> <li>▪ projected roll number and distribution changes</li> </ul>

(i) If the needs analysis does not result in the identification of the teacher(s) whose position(s) will be disestablished, duration of service in the cluster of Resource Teachers may be applied as an additional criterion.

6. The surplus staffing committee on behalf of the cluster shall formally notify the employing school Board(s) of position(s) identified for disestablishment.
7. The employing Board notifies its affected Resource Teacher(s) of the disestablishment of their position(s)<sup>2</sup>.

<sup>1</sup> Specific characteristics – sector background (primary/secondary experience); Māori language speaker (where immersion students present); Resource Teachers Māori.

<sup>2</sup> Employer may elect to retain the position – resourced from its own funds.

8. If disestablishment occurs, clauses 9A.5-9A.11 (inclusive) of this Agreement will apply.

### **Part B - Transfer of Employer Within a Cluster**

**Note:** This process is separate to the one outlined in Part A above.

1. Where the cluster committee decides that a Resource Teacher position is to be transferred between employing schools within the cluster, the current employer shall disestablish the position, and the new employer must offer the transferred position to the Resource Teacher in the disestablished position as a priority right of appointment.
2. If the employee declines the new position then the position is offered to any Resource Teachers who have had their position disestablished but not transferred. Where there are more disestablished Resource Teachers than unfilled transferred positions a normal appointments process would follow for those Resource Teachers. If a position remains unfilled after this process it is advertised nationally.
3. If the employee declines a transfer to a suitable position<sup>3</sup>, the employee shall not be entitled to receive any payment or other benefit (including surplus staffing entitlements) on the ground 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 staffing entitlements outlined in Part 9 of this Agreement.

### **Part C - Transfer of Employer when Resource Teachers Learning and Behaviour (RTL) Clusters Change**

**Note:** This process is separate to the one outlined in Part A above.

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

1. For the purpose of the clauses below:
  - (a) A 'lead school employer' is a school in a new or transformed cluster which has taken on the role of employing all RTL within the new cluster.
  - (b) A 'ceasing school employer' is a school that is ceasing to receive cluster resourcing for the RTL they currently employ and who is therefore disestablishing existing RTL positions.
2. When the new lead school employer is identified, and where it is not the current employing school, the ceasing school employer shall write to each RTL it employs giving notice of disestablishment of her/his position from 27 January 2012.
3. Concurrently the new lead school employer will write to all permanent RTL in ceasing employing schools in the transformed cluster and offer her/him a suitable<sup>4</sup> RTL position in the transformed cluster.

---

<sup>3</sup> A 'suitable 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

<sup>4</sup> A 'suitable 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

4. If the employee declines a transfer to a suitable position, the employee shall not be entitled to receive any payment or other benefit (including surplus staffing entitlements) on the ground 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 staffing entitlements outlined in Part 9 of this Agreement.
5. Any position remaining unfilled after this process will be part of a normal appointment process (clause 2.2 of this Agreement refers).

For the purposes of this transformation only the RTLB:

- (a) Will transfer on to a base salary step no less than currently received.
  - (b) Retain additional permanent unit(s) allocated by the current employer under clause 3.10.1 of this Agreement 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) allocated by the current employer under clause 3.10.1 of this Agreement 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 provisions clause 3.15, the Staffing Incentive Allowance clause 3.16.1 or the Priority Teacher Supply Allowance (PTSA) provisions clause 3.16.2 of this Agreement as long as they continue to be located in the school which attracts such allowances.
  - (e) Will retain continuous service for leave purposes.
6. RTLB who are or who become housed in host schools which attract the Isolation Allowance, PTSA 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.
  7. 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.

## Appendix 6 Salary on Appointment

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

### 1. General

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

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

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

### 2. First appointment

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

### 3. Reappointment after a break in service

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

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

- 4.1. Teachers in current positions may request assessment of improved or additional qualification(s) as set out in clause 3.9 of Part Three of this Agreement.

## **5. Teaching service in a state or state integrated school**

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

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

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

## **6. Other teaching service**

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

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

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

6.3. Overseas teachers who gain certification through either the Education Council's comparable qualifications or core components pathways will be deemed to have met the requirements for certification from the date they completed that/those qualification(s). For the purposes of Appendix 6 clause 6.1, overseas teaching service will count from the date the NZQA deems those qualification(s) to have been completed. Relevant work experience (including overseas teaching service completed prior to that date) will be determined under Appendix 6 clause 7.1.

6.4. Overseas teachers who gain certification through the Education Council's discretionary pathway will be deemed to have met the certification requirements from the date certification is granted in New Zealand. Overseas teaching service completed after the date certification is granted in New Zealand will be determined under Appendix 6 clause 6.1 and relevant work experience (including overseas teaching experience completed prior to the date certification is granted in New Zealand) will be determined under Appendix 6 clause 7.1.

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

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

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

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

## **8. Childcare**

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

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



**Appendix 7**  
**Terms of Settlement and Elements from Previous Settlements**

**Terms of Settlement – Primary Teachers’ Collective Agreement**  
**Dated 9 June 2016**

This document sets out the agreed components of the settlement of the Primary Teachers’ Collective Agreement 2016-2018. This agreement has been settled between the Ministry of Education and the NZEI Te Riu Roa and shall be subject to ratification by NZEI Te Riu Roa members pursuant to section 51 of the Employment Relations Act 2000.

The document comprises both the following elements of the settlement and attachments which provide specific clauses/changes to the provisions of the collective agreement. Full details of each provision are contained in this Terms of Settlement, including attachments.

**1. Term**

The term will be 24 months from the date of settlement (9 June 2016 to 8 June 2018), provided ratification is confirmed and the new collective agreement is signed no later than 3pm 29 June 2016. If not, the term will be 24 months from the date of ratification.

**2. Remuneration**

The parties agree that the increases to base salary for teachers who, on the date of settlement, are NZEI Te Riu Roa members employed under the terms of this Agreement will take effect from 2 May 2016 and 2 May 2017 respectively. The effective dates of these increases are subject to confirmation of ratification and the signing of the new collective agreement by 3pm 29 June 2016.

In the event that ratification is not confirmed and the new collective is not signed by 3pm 29 June 2016, the increases to base scale salary rates below will take effect from the date of ratification and 12 months from the date of ratification respectively.

The parties agree to increase the teacher base salary scale by 2% effective from 2 May 2016 and by a further 2% effective from 2 May 2017. Below is the table detailing the changes to the salary scale:

Step	Current	Rate effective 2 May 2016	Rate effective 2 May 2017
1	\$35,267	\$35,972	\$36,692
2	\$37,979	\$38,739	\$39,513
3	\$42,046	\$42,887	\$43,745
4	\$46,117	\$47,039	\$47,980
5	\$47,662	\$48,615	\$49,588
6	\$49,508	\$50,498	\$51,508
7	\$52,220	\$53,264	\$54,330
8	\$57,306	\$58,452	\$59,621
9	\$61,447	\$62,676	\$63,929
10	\$65,788	\$67,104	\$68,446
11	\$69,099	\$70,481	\$71,891
12	\$73,000	\$74,460	\$75,949

*Refer clause 3.1.7*

The parties agree to increase the entry salary rate and the maximum salary rate for untrained employees by 2% effective from 2 May 2016 and by a further 2% effective from 2 May 2017 as follows:

Step	Current	Rate effective 2 May 2016	Rate effective 2 May 2017
Entry	\$31,196	\$31,820	\$32,456
Maximum	\$32,553	\$33,204	\$33,868

*Refer clause 3.3.2*

### 3. Career Framework and Remuneration review

The parties, together with the New Zealand School Trustees Association, agree to review the career framework and remuneration structures, including the incentives for the recruitment and retention of teachers in particular schools. The agreed Terms of Reference are outlined in Attachment A.

### 4. Māori Immersion Teaching Allowance

The parties agree to amend clause 3.19 as outlined below:

#### 3.19 Māori Immersion Teaching Allowance

- (a) All teachers, as defined in clause 1.6.14, required to teach in te Reo Māori immersion classes at levels one, two or three as defined in Schedule 1 to this Agreement shall receive an allowance of \$4,000 per annum. This allowance shall be pro-rated for part time teachers (based on the teacher's total hours).
- (b) From the start of the 2017 school year, all teachers, as defined in clause 1.6.14, required to teach in te Reo Māori immersion classes at level one who have more than three continuous years' service teaching in level one Māori immersion classes shall receive an additional allowance of \$2,000 per annum. This is in addition to the allowance described in clause 3.19(a). This allowance shall be pro-rated for part time teachers (based on the teacher's total hours).
- (c) From the start of the 2017 school year, for all teachers, as defined in clause 1.6.14, required to teach in te Reo Māori immersion classes at level one who have more than six continuous years' service teaching in level one Māori immersion classes the additional allowance described in clause 3.19(b) shall increase to \$4,000 per annum. This is in addition to the allowance described in clause 3.19(a). This allowance shall be pro-rated for part time teachers (based on the teacher's total hours).
- (d) The employer shall attest to the eligibility of teachers for these allowances according to the levels of te Reo Māori immersion outlined in Schedule 1 of this agreement.
- (e) For clarity continuous service for the payment of the allowance in (b) and (c) 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.

### 5. Resource Teachers Deaf and Resource Teachers Vision

The parties have agreed to align the requirement to complete training with other Resource Teachers and teachers employed at van Asch Deaf Education Centre, Kelston Deaf Education Centre or the Blind and Low Vision Education Network New Zealand as follows:

Add a new sub-clause to clause 3.3.4 Resource Teachers and Regional Health School Teachers – Salary on Appointment as follows:

- (e) *Resource Teachers Deaf (RTD) and Resource Teachers Vision (RTV) will be allocated one permanent salary unit upon appointment subject to clause 3.3.5C below.*

Add a new clause 3.3.5C as follows:

#### 3.3.5C *Resource Teachers Deaf (RTD) and Resource Teachers Vision (RTV)*

- (a) *Teachers appointed to RTD and RTV positions will be required to complete a graduate qualification in Special Education (Hearing Impaired) or (Visually Impaired) or any other equivalent qualification specifically focused on teaching of the hearing or visually impaired, unless they:*
  - (i) *have been given an exemption by the Secretary; or*
  - (ii) *already hold an applicable graduate qualification as per (a) above.*
- (b) *Teachers required to complete a graduate qualification as per (a) above, will be eligible for the unit under clause 3.3.4(e) from the date they commence the RTD or RTV role.*

- (c) *A teacher who does not complete the qualification within 48 months of appointment to the RTD or RTV role will cease to be eligible for the unit under clause 3.3.4(e).*
- (d) *All teachers employed as RTD or RTV will be automatically eligible for the unit under clause 3.3.4(e) if no graduate programme as per (a) above, is available.*

The parties also agree to clarify the criteria for the Braille and NZ Sign Language Allowance by replacing:

- 'itinerant' with 'resource' in clause 3.31(i)
- 'itinerating recourse teachers of the deaf or itinerating resource teachers of the visually impaired' with 'Resource Teachers Deaf or Resource Teachers Vision' in clause 3.31(ii)

*Refer clauses 3.3.4, 3.3.5C, 3.31*

## **6. Sick leave**

The changes to the sick leave clauses in Part Four are intended to make the collective agreement easier to understand and be applied. It is not the intention of the parties to reduce the entitlement of any teacher to whom the sick leave clauses in Part Four apply.

The parties agree to replace clauses 4.1 and 4.2 and to renumber clauses 4.3 to 4.8 and check cross references.

*Refer clauses 4.1- 4.4*

## **7. Salary on Appointment**

The addition of a new Appendix 6 – Salary on Appointment is intended to make the collective agreement easier to understand and be applied. It is not the intention of the parties to reduce the entitlement of any teacher. The parties agree that no change is to be interpreted as reducing the terms and conditions of any teacher covered by the provisions, or altering the operation or administration of those provisions.

The parties agree to:

- a new Appendix 6.
- amend clause 3.3.1(c) as follows:
  - (c) *Teachers with previous teaching and/or other recognised service and/or relevant work experience other than teaching, shall be paid at the appropriate step of the relevant qualification group, subject to the provisions of Appendix 6.*
- delete clauses 3.3.1(d), 3.3.1 (e), 3.3.1(f), 3.3.1(g); 3.4 and 3.5.
- renumber clauses 3.6 to 3.34 and check cross references.

*Refer Appendix 6*

## **8. Reimbursing Allowances**

The parties agree to delete the Boarding Allowance (clause 5.3) and the Tea Allowance (clause 5.5), and amend clause 5.8 as outlined below, and renumber Part 5.

### **5.8 Expenses Incurred in Use of Private Vehicles**

*Motor vehicle allowance at a rate of 62c per km or equivalent public transport fares shall be reimbursed to employees required to use their own vehicle for official business.*

*Refer Part 5*

## **9. Kapa Haka**

The parties agree to introduce the equivalent of 100 teacher relief days per annum that will be available to teachers who are supporting students participating in Te Mana Kuratahi (the National Primary Kapa Haka Competition) or Polyfest Festival as follows:

### *2.11 Kapa Haka and Polyfest Relief Days*

- a) 30 teacher relief days will be made available annually for teachers to attend Polyfest to support students participating in the Festival.*
- b) 140 teacher relief days will be made available biennially for teachers to attend Te Mana Kuratahi (the National Primary Kapa Haka Competition) to support students participating in the competition.*

*Refer clause 2.11*

## **10. Teacher Release Time**

The parties agree that there will be a one-off provision of teacher release time for the 2017 school year. The one-off provision is for the purpose of strengthening the knowledge of the primary profession around the literacy and numeracy progressions as part of supporting teachers' assessment and reporting practice across the national curricula.

The teacher release time will be calculated as one (1) day per each full-time equivalent teacher based on entitlement teachers only, as determined in the 2017 confirmed staffing notice. The value of the release time will be paid to each school in the July 2017 payment.

The release time is to fund relief teachers to enable class-room teachers to develop their knowledge as specified above, and disruption to classes will be minimised.

## **11. Education Council practising certificate fees**

For the term of this Agreement, as outlined in 1. above, the Secretary for Education agrees to cover the cost of any fees set by the Education Council, pursuant to section 364(1) of the Education Act 1989, for the purposes of the issuing or renewal of practising certificates for teachers covered by the Primary Teachers' Collective Agreement 2016-2018. The costs of any such fees over the period will be paid directly by the Secretary for Education to the Education Council.

## **12. Technical changes**

The parties agree to make any technical changes that are mutually agreed prior to the signing of this document.

The parties on signing this document acknowledge, subject to any subsequent agreed editorial and technical changes, that this reflects the agreements reached in the settlement of the Primary Teachers' Collective Agreement 2016-2018.

Signed in Wellington on 9 June 2016:

Jane Porter  
Advocate  
NZEI Te Riu Roa

Nick Kyrke-Smith  
Advocate  
for the Secretary for Education

Witnessed:

for NZSTA

## **PPCA/PTCA Career Framework Development Terms of Reference**

### **1. Purpose**

The development of a coherent and aspirational framework that supports and builds quality leadership, teaching and learning across the system to advance every child's education success throughout the learning pathway of the child.

### **2. Principles**

The principles underpinning the career development models for primary teachers and principals are:

- A focus on educational success for every child throughout their learning pathway.
- The need for effective resourcing, including the ability to target relevant resources to areas and schools of higher need.
- A commitment to our national language te Reo Māori and to the bicultural, treaty-based partnership in Aotearoa New Zealand.
- Consideration of the impact of changes to current models on individual principals and teachers to ensure no actual financial disadvantage in terms of diminishing their permanent remuneration at the time of transition to a new model, and assuming at least an equivalent role.
- Recognition of the uniqueness of local contexts and needs, and allowing the flexibility to respond to changing environments within a self-governing school environment.
- The support and promotion of the hau-ora of learners, teachers and leaders is essential to achieve positive outcomes.

In undertaking this work the parties recognise the importance of developing a career structure/system that:

- Promotes and recognises quality and innovative evidence-based practice.
- Is flexible and accessible with varied approaches to career development.
- Recognises the importance of appropriate professional development.
- Includes appropriate recognition for roles, responsibilities and expertise.
- Has a variety of robust, objective processes for appropriate recognition of career development.
- Has regard for system-level career development focussed on professional practice.
- Sets out clear opportunities and expectations for career development.
- Reflects our bi-cultural nation and multi-cultural society.
- Aligns with robust appraisal processes that are objective and based on relevant qualitative and quantitative evidence.

### **3. Aims**

Our aims are to:

- develop and describe a coherent professional whole of career framework.
- identify what recognition best fits that framework.
- identify/describe how to scaffold roles/responsibilities onto that framework.
- build a framework which fits our self-governing school environment.
- build practical quality measures and clear expectations into such a framework.
- simplify, rather than complicate existing systems.

These aims are intended to lead to a career framework that sets out in stages the skills, knowledge and expertise required, within which a range of different roles/responsibilities could sit. Each stage would set out the pre-requisites/core competencies while allowing for optional components dependent on individual interest and skills and the needs of schools and communities.

These aims build on the work agreed as part of the variation following the *Joint Initiative* process.

#### **4. Parties, Stakeholders and Working Relationships**

The parties to this Terms of Reference are the Ministry of Education and the New Zealand Educational Institute Te Riu Roa. The New Zealand School Trustees Association (NZSTA) is invited to participate fully in this work to ensure the Ministry is able to meet its obligations to consult with the employer representative.

The parties and NZSTA will form a governance group and working parties to undertake this work. These groups will be responsible for developing a work plan to meet milestones agreed in this Terms of Reference. The work-plan will include clearly identified sector consultation and engagement timeframes

#### **5. Governance Group**

The governance group will be responsible for ensuring that work is progressing according to these Terms of Reference. It will provide guidance and direction to the working group(s). It is expected to do this with cognisance of the wider educational context within which this work sits. It will undertake stakeholder engagement as relevant. This may include the establishment of a sector reference group of other stakeholders. The governance group is committed to developing constructive, respectful working relationships.

#### **6. Working Group**

The working group(s) will be responsible for developing and implementing a work plan to undertake research and design work to meet the aims set out in this terms of reference. Sub-groups may be established to undertake particular pieces of work. This will include sector and stakeholder engagement and consultation as well as consideration of relevant research and information from national and international sources and other professional sectors. It will report regularly to the governance group and will act on guidance and direction received from the governance group.

The parties and NZSTA agree to work to maintain and further develop a constructive, respectful good faith working relationship.

The parties and NZSTA may choose to engage a facilitator or consult with 'critical friends' throughout the process.

The parties and NZSTA agree to commit the necessary resourcing to undertake this work.

#### **7. Timeframes**

The parties and NZSTA commit to beginning this work within 3 months of signing the new collective agreements for teachers and principals. The governance group and working group(s) will establish work plans to meet the following milestones:

- November 30 2016 work-plans including scope of work, sector engagement, research and development process signed off by governance group
- End of Term 1 2017 conceptual model(s) and key ideas described for career framework and remuneration structures for sector engagement and consultation
- Term 2 2017 sector engagement and consultation
- End of Term 4 2017, model(s) and key ideas updated from sector feedback described for further sector engagement
- Early Term 1 2018 final sector engagement and consultation
- End of Term 1 2018 design phase completed for:
  - career framework, including scaffolding of different types of roles and responsibilities
  - options for recognition identified
  - fit of current arrangements considered.

It is acknowledged that there is further work to be undertaken by the parties and NZSTA to give/reach formal agreements to give effect to the development and then to implement it in the primary sector. This will be done through negotiations and other relevant processes as agreed by the parties and NZSTA.

#### **8. Matters raised in bargaining**

Other matters have been raised in negotiations by both or either party including resourcing for time, PLD access, remuneration structures, location-based allowances, the leadership challenges facing principals of Immersion schools in terms the additional workload and its impacts on retention of this group, hau ora and support for all teachers and principals. Both parties recognise the benefits of joint work on these topics to advancing the agenda or lifting every child's educational success. Within the context of the work agreed in this document, the joint work could explore any issues, and where there is agreement, the best approaches to addressing those issues.

The parties have expressly agreed that matters related to the Advanced Classroom Expertise Teacher, teachers of the visually impaired and deaf at Van Asch, Kelston and BLENNZ, and recruitment and retention issues will be considered as part of this work.

Signed on behalf of the NZEI Te Riu Roa

Date

Signed on behalf of the Secretary for Education

Date

Witnessed by the New Zealand School Trustees Association

Date



**Elements From Previous Settlements**

**1. Transfers and Removals**

The parties acknowledge that the intent of clause 6.6 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.

**2. Professional Standards**

The parties acknowledge that the professional standards used for the purpose of pay progression agreed to as part of this agreement are interim standards. The parties also acknowledge that the development of a set of standards for teachers could be achieved by the Education Council. The parties agree that it is desirable in the medium term for there to be a single set of standards for teachers. Therefore the parties agree to work co-operatively to review and if necessary to revise the standards in the agreement to ensure that the standards in the agreement are wherever possible consistent with any standards subsequently developed.

## **APPENDIX 8**

### **2012 Amalgamation of the Supplementary Learning Support (SLS) and Resource Teacher: Learning and Behaviour (RTL) services Surplus Staffing Provisions.**

#### **1. Definitions for the purpose of this Appendix**

- 1.1 “Amalgamation” shall mean the 2012 Amalgamation of the Supplementary Learning Support (SLS) and Resource Teacher: Learning and Behaviour services in the period from August 2012 to February 2013.
- 1.2 “Employing board” shall mean a school board employing SLS teachers at the time of the amalgamation.
- 1.3 “Employee” shall mean a teacher designated as an SLS who is a permanent employee of a school employing SLS teachers and who are subject to any staff surplus process that occurs as a consequence of the amalgamation process.

#### **2. Purpose of the Provisions**

- 2.1 These provisions recognise that the amalgamation is a one-off event involving the disestablishment of the SLS positions and the advertising of new RTL positions in 2012.
- 2.2 The purpose of these provisions is to provide a process that facilitates a fair and orderly transition from existing to new arrangements.

#### **3. Initiation of the Amalgamation**

- 3.1 The Secretary for Education shall notify NZEI Te Riu Roa of the initiation of the amalgamation upon the Minister of Education’s decision on the options under which the amalgamation shall proceed.

#### **4. Voluntary Options**

- 4.1 Following written confirmation by the Secretary to the employing boards and the union that existing SLS positions are to be disestablished and of the appointment process for filling new RTL positions in the course of the amalgamation the employing board shall seek written expressions of interest in the following voluntary options:
  - (a) Redeployment/supernumerary employment of 40 (forty) school weeks with the employing board where this assists in the transition of students in the amalgamation;
  - (b) Redeployment/supernumerary employment of 30 (thirty) school weeks in another school (clauses 8.2-8.9) where this assists in the transition of students in the amalgamation);
  - (c) Retraining (clause 8.10);
  - (d) Long-service payment; (clause 8.11);
  - (e) Severance (clause 8.12).The employing board shall acknowledge in writing any expression of interest arising under this clause.
- 4.2 Employees may continue to volunteer for the options without prejudice or withdraw from them at any point following the announcement of the final staffing structure of the RTL Service.
- 4.3 The employing board shall not be bound to agree to any voluntary offer.

## **5. Alternative or Equivalent Positions**

5.1 Where the employing board is able to provide an alternative position within the school then this may be offered to the SLS and if accepted the provisions of clause 8.1 will not apply.

5.2 Where an equivalent position is offered by the employing board, the provisions of 8.1 will not apply.

“Equivalent position” shall mean employment in an equivalent position, in relation to the employee’s previous 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.

## **6. Notice and Disestablishment of Positions**

6.1 Any employee who is not appointed in terms of clause 5 or who is not appointed to an RTLB position shall be deemed to have had their position disestablished and clause 8.1 shall apply.

6.2 A minimum of two months notice shall be given of all positions which are to be disestablished.

6.3 Employees whose positions are disestablished, and who have not already identified voluntary options, shall be offered the options identified in clause 8.1 at least two months before the effective date of disestablishment.

6.4 If, during the two-month notice period, a suitable permanent position arises at the employing board the employee may seek appointment to that position and if he/she is suitably qualified and experienced he/she may be appointed to that position and no options under clause 8.1 will apply.

6.5 The options identified in clause 8.1 shall be available at the date of disestablishment or earlier by agreement with the employing board. The final date of disestablishment shall be the end of the 2012 school year.

## **7. Reduction of hours for permanent part-time teachers**

7.1 A permanent part-time employee who is offered a position with reduced hours at the employing board may elect either:

- (a) That the position has been disestablished and the provisions of clause 8 shall apply; or
- (b) To accept the position in which case a partial redundancy payment will be payable by the employer.

7.2 Partial redundancy compensation will be calculated on the basis of applying the severance pay formula described in clause 8.12 of this Appendix to the reduction in salary rate between the two positions. This compensation shall be paid as an allowance over the number of weeks of entitlement. Should the employee’s salary rate increase over this period the allowance will be reduced or removed accordingly.

## **8. Staff Surplus entitlements in employing boards**

**Note:** *the provisions in this clause are not in addition to the staff surplus provisions in Part 9 of this Agreement.*

8.1 Employees in a disestablished position are entitled to elect one of the following options:

- (a) Redeployment/supernumerary –
  - (i) Be redeployed for 40 school weeks within the employing school, where this assists in the transition of students in the amalgamation; or
  - (ii) Be redeployed for 30 school weeks at any other school requested by the employee with the approval of the employing board and of the board of that other school where this assists in the transition of students in the amalgamation;
  - (iii) During this time the employee shall continue to seek a suitable alternative position; or

- (b) Retraining - undertake a suitable course of retraining approved by the Secretary for Education, for 30 school weeks which enhances or upgrades the employee; or
  - (c) Long service payment as per clause 8.11; or
  - (d) Severance payment as per clause 8.12.
- 8.2 The following redeployment/supernumerary procedures shall apply to a permanently employed employee who is redeployed under clause 8.1(a).
- 8.3 The employer shall assist the employee to find a suitable alternative position and will meet the reasonable costs of attending relevant interviews.
- 8.4 Where an employee has been granted redeployment under clause 8.1(a) and a position equivalent to that held previously as an SLST becomes vacant at the school at which the employee is redeployed, the employee shall be offered the vacant position.
- 8.5 Where an employee declines placement under clause 8.4 in a position that is equivalent to that held previously as an SLST or accepts an offer of appointment at the same or higher level from another board, that employee's employment shall be terminated without further compensation.
- 8.6 An employee may, during their period of redeployment, subject to agreement between the employee and their employer, undertake a defined special project(s) of work.
- 8.7 At the end of the period of redeployment if a permanent position has not been secured the employee's employment shall be terminated. If the employment is likely to be terminated in these circumstances the Board of Trustees shall advise the employee in writing of this not less than one month before the expiry of the period of redeployment.
- 8.8 If a transfer of location is involved for a full-time SLS, employees employed under clause 8.1(a) may elect to be reimbursed removal expenses according to Part 6 of this Agreement in one or another but not both of the following circumstances:
- (a) Where the employee transfers to another school to continue employment pursuant to clause 8.1 (a); or
  - (b) Where the employee transfers to a school where they have been appointed to a new permanent position.
- 8.9 Upon termination of the supernumerary period as per clause 8.1(a)(i) or clause 8.1(a)(iii), employees who complete their supernumerary period and have yet to secure a permanent position in another state or state-integrated school, will retain an entitlement to removal expenses as per Part 6 of this Agreement for a period of 12 months from the cessation of their supernumerary employment. This entitlement will cease on permanent appointment to another teaching position in a state or state-integrated school.
- 8.10 The following shall apply to an employee who is retraining under clause 8.1(b):
- (a) There is no requirement on the employer to meet any costs and expenses of training, including course fees.
  - (b) At the end of the period of retraining if a permanent position has not been secured the employee's employment shall be terminated. If the employment is likely to be terminated in these circumstances the Board of Trustees shall advise the employee in writing of this not less than one month before the expiry of the period of retraining.
- 8.11 An employee may elect to receive Long Service Payment in accordance with clause 8.1(c). To be entitled to a long service payment the employee must have not less than twenty five years service. The payment will be based on the following table at the time of termination.

Length of service	Weeks of payment
Over 25 and up to 30 years	25 weeks
Over 30 years	30 weeks

- 8.12 An employee may elect to receive a severance payment in accordance with clause 8.1(d). Severance is to be paid based on the following table:

Length of service	Weeks of payment (ordinary pay)
Up to three years	7 weeks
Over 3 and up to 5 years	15 weeks
Over 5 years	23 weeks

- 8.13 Payment of long service payment or severance under clauses 8.11 or 8.12 is subject to the following provisions:

- (a) Where an employee who has received a long service payment or severance commences employment in a state or state-integrated school within a number of weeks which is less than the number of weeks of payment received under clauses 8.11 or 8.12 the employee shall refund the difference between the number of weeks for which they were without employment and the number of weeks for which severance or long service payment was received;
- (b) Payment under this provision is conditional on the employee finishing on an agreed date. Where the employee resigns her/his position or is appointed to another permanent teaching position in a state or state-integrated school before the date of payment, no payment will be made;
- (c) Any employee receiving the long service payment or severance payment will be deemed to have been paid in full for service to that date for the purpose of calculating service for any future sick leave, severance, or long service payment entitlements. Provided that an employee who is subject to clause 8.13(a) shall receive pro rata reinstatement of these service entitlements;
- (d) For the purpose of these provisions ordinary pay is defined as basic taxable salary plus regular taxable allowances paid on a continuous basis as at the effective date that the surplus staffing takes effect. For employees on leave without pay, ordinary pay shall be the ordinary pay at the time of taking leave.

- 8.14 For the purpose of clauses 8.11 and 8.12 "service" is defined as the aggregate of all employment as a teacher in state or state-integrated schools and/or service as a trained and certificated teacher in the employment of a Free Kindergarten Association and any credit (to a maximum of 5 years credit) given for time spent on childcare pursuant to 3.5 of this Agreement.

## **SIGNATORIES**

This Agreement has been signed by the parties in Wellington on 29 June 2016.

**New Zealand Educational Institute – NZEI Te Riu Roa**  
on behalf of the employees by its duly authorised representative

Jane Porter  
NZEI Te Riu Roa

---

**Secretary for Education**  
by duly authorised representative

Nick Kyrke-Smith  
Ministry of Education

---

Witnessed by:  
Rob Gold  
NZ School Trustees Association

---