

Secondary Teachers' Collective Agreement

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PART ONE: General

1.1 Name of the Agreement

This agreement shall be called the Secondary Teachers' Collective Agreement and referred to hereafter as "this agreement".

1.2 Parties

The parties to this agreement shall be:

- (a) The Secretary for Education acting under delegation from the State Services Commissioner made pursuant to section 23 of the State Sector Act 1988 and acting in accordance with section 74(5) of the State Sector Act 1988; and
- (b) The New Zealand Post Primary Teachers' Association (hereafter "the Association").

1.3 Application

This agreement shall be binding on:

- (a) Each employee who is employed by a board of trustees of a state or integrated school to teach in a school defined in 1.4 below and who is or becomes, a member of the Association; and
- (b) Each employer, as defined in 1.8 (c) below.

1.4 Coverage

- (a) This agreement covers work undertaken in state and integrated schools by:
 - Teachers in secondary (Year 9-13) schools and their subsidiary units; and
 - Teachers in Year 7-13 schools and their subsidiary units; and
 - Secondary (manual) teachers of classes at Years 7 and 8 in approved manual training establishments; and
 - Teachers in composite (other than area) schools and special schools and units who teach Year 9 and above students; and
 - Itinerant teachers of instrumental music employed by secondary schools; and
 - Secondary teachers responsible for teaching and learning programmes for students years 9 and above, or across years 7-10 in Te Aho o Te Kura Pounamu (the Correspondence School), and/or support for those students. The responsibility may be in the development and/or delivery of these programmes or support.
- (b) This agreement does not apply to principals.
- (c) The Secondary Teachers' Collective Agreement shall apply to those RTLB who are no longer covered by 1.4(a) of this collective agreement after 28 January 2012 (but who were covered by it as at 27 January 2012) and who accept employment in the new lead employing school, so long as they remain employed as an RTLB with that lead school employer, and remain a member of the Association.

1.5 Employees and Employers Bound Subsequent to Settlement

- 1.5.1 New employees whose work falls within the coverage clause of this agreement shall be advised of the existence of this collective agreement and be offered the opportunity to join the Association and thereby become bound by this agreement.
- 1.5.2 Employees whose work falls within the coverage clause of this agreement and who join the Association during the currency of this agreement shall become bound by this agreement from the date on which they joined the Association.

1.6 Term of Agreement

This collective agreement is effective from 16 March 2011 and it expires on 15 January 2013, except as provided for by section 53 of the Employment Relations Act 2000.

1.7 Variations

The parties agree that the terms and conditions of this agreement may be varied at any time by written agreement between the Association on behalf of its members bound by this agreement and the Secretary for Education acting under delegation from the State Services Commissioner made pursuant to section 23 of the State Sector Act 1988.

1.8 Definitions

The following definitions apply unless the agreement specifies otherwise:

- (a) "Advertised" means advertised in the *Education Gazette*.
- (b) "Association" or "union" means the New Zealand Post Primary Teachers' Association (PPTA).
- (c) "Employer" means a board of trustees constituted pursuant to section 93 or section 95 of the Education Act 1989, or a commissioner where a commissioner has been appointed under Part 9 of the Education Act 1989 to act in place of a board of trustees, of a state or integrated school which employs teachers as described under 1.4(a) above. It also means a new board or trustees of a school created by the establishment of a new state or integrated school, or by the amalgamation of two or more existing schools where either event occurs during the term of this agreement as described in 1.6 above. **Note:** *In relation to a dispute about the interpretation, application or operation of this agreement, the employer shall act, if the Secretary for Education acting under delegated authority from the State Services Commissioner so requires, together or in consultation with the Secretary for Education.*
- (d) "Employee" or "Teacher" means any person as defined by clause 1.4 of this agreement who is or who becomes bound by this agreement:
 - (i) "Trained Teacher" means any person as defined by clause 1.4 of this agreement who is or who becomes bound by this agreement and who holds a recognised teacher education qualification
 - (ii) "Untrained Teacher" means any person as defined by clause 1.4 of this agreement who is or who becomes bound by this agreement and who has not completed a recognised teacher education qualification.
- (e) "Correspondence School" or "Te Kura" means the Te Aho o Te Kura Pounamu.
- (f) "Secondary school" means a year 9-13 (form 3-7) or a year 7-13 (form 1-7) school. This includes junior high schools and senior high schools.

PART TWO: RESERVED

PART THREE: Terms of Employment

3.1 Good Employer/Equal Employment Opportunities [see also s.77A State Sector Act 1988]

3.1.1 Every employer bound by this agreement shall:

- (a) Operate a personnel policy that complies with the principles of being a good employer; and
- (b) Make provision for:
 - (i) Good and safe working conditions; and
 - (ii) The impartial selection of suitably qualified persons for appointment; and
 - (iii) Recognition of:
 - (a) The aims and aspirations of Māori people; and
 - (b) The employment requirements of Māori people; and
 - (c) The need for greater involvement of Māori people in the education service; and
 - (iv) Opportunities for the enhancement of the abilities of individual employees; and
 - (v) Recognition of the aims and aspirations, and the cultural differences, of ethnic or minority groups; and
 - (vi) Recognition of the employment requirements of women; and
 - (vii) Recognition of the employment requirements of persons with disabilities; and
- (c) Develop, publish and comply with an equal employment opportunities programme on a yearly basis.

Good Employer Guidelines in Respect of Māori

In the memorandum to the 1996 Secondary Teachers' Collective Employment Contract the New Zealand School Trustees' Association and the New Zealand Post Primary Teachers' Association agreed to develop guidelines to assist boards to meet their good employer obligations in respect of Māori as set out in the State Sector Act. The parties are pleased to report that these guidelines have since been developed and are available in booklet form. The New Zealand School Trustees' Association and the New Zealand Post Primary Teachers' Association trust that the parties to this agreement will make use of these guidelines as they work to adopt policies and practices to reflect their employment obligations to Māori teachers and their obligations to recognise the aims and aspirations of Māori

3.2 Appointments

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

3.2.2 Advertising and Appointment

- (a) The following vacant positions must be advertised in the Education Gazette at least 14 days before the date specified in the advertisement as the closing date for applications, and no appointment (provisional or otherwise) shall be made before that closing date:

- (i) Permanent full-time positions;
- (ii) Permanent part-time positions;
- (iii) Long-term relieving positions of more than one term;
- (iv) Fixed-term full-time positions of more than one term.

Note: It is not necessary to advertise where, by the agreement of the board, an existing permanent full-time employee transfers to a permanent part-time position within the same school.

- (b) The allocation of fixed-term units to an existing teacher does not require the position held by that teacher to be advertised.
- (c) No person shall be appointed permanently to any position unless that person is eligible to be appointed to such a position in a state or integrated secondary school.
- (d) 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.
- (e) Part-time teachers' hours of work shall be confirmed as follows:
 - (i) All part-time teachers shall have their hours of work confirmed in writing on appointment.
 - (ii) Any agreed changes to permanent hours of work will be confirmed in writing.
 - (iii) Any non-permanent hours of work that apply for a period of four weeks or more will be confirmed in writing.
- (f) Fixed-term teachers shall, in their letter of appointment, be advised when or how the employment will end and the reason for it ending in that way.

3.2.3 Fixed-term (non-permanent) employment

- (a) Full-time and part-time teachers may be employed on fixed-term (non-permanent) basis where the employer and teacher agree that the teacher's employment will end:
 - (i) At the close of a specified date or period; or
 - (ii) On the occurrence of a specified event; or
 - (iii) At the conclusion of a specified project.
- (b) Before a teacher and employer agree that the employment of the employee will end in a way specified in 3.2.3(a), the employer must have genuine reasons based on reasonable grounds for specifying that the employment of the teacher is to end in that way.
- (c) The following reasons are not genuine reasons for the purposes of 3.2.3(b):
 - (i) To exclude or limit the rights of the employee under the Employment Relations Act 2000;
 - (ii) To establish the suitability of the employee for permanent employment.

3.2.4 Job sharing arrangements

- (a) Where two people apply to share any advertised permanent full-time position, including a position above the base scale, and the employer is satisfied that the job share application is best suited for appointment and that the arrangements for sharing the position are acceptable to it then the position shall be filled as a job share position and the applicants appointed.
- (b) Teachers who are job sharing are entitled to the same terms and conditions of employment as permanent full-time teachers except that salary shall be paid on the appropriate pro-rata basis.

- (c) Where a teacher who is job sharing resigns or is removed from the position the other teacher shall elect to:
 - (i) Take up the entire full-time position; or
 - (ii) Find another sharer acceptable to the employer for the same or a different proportion of time as previously; or
 - (iii) Continue in the same proportion of time as previously or, with the agreement of the employer, a different proportion of time, as a permanent part-time teacher.
- (d) Where one teacher who is job sharing takes leave which entails absence for a period of time the other sharer shall:
 - (i) Elect to relieve in the vacant slot; or
 - (ii) Find another sharer acceptable to the employer who would be a reliever; or
 - (iii) Take leave also, in which case the employer may appoint a reliever.
- (e) Where it is proposed to vary the agreed proportions of time in a position the job sharers shall give one month's notice to the employer of their wish to do so, provided that no changes to such proportions of time shall be made without the consent of the employer.
- (f) Where the holder of a permanent full-time position wishes to job share that teacher's position and the employer is satisfied with the job share arrangements, and the teachers are suitable, they shall be appointed without advertising.

3.2.5 Relievers

A reliever may be temporarily employed in a teaching position during that teacher's absence (e.g. while on leave, or attending in-service courses or outdoor education). Relievers are defined as follows:

- (a) A short-term reliever is a teacher employed on a casual basis for a period not exceeding six weeks;
- (b) A long-term reliever is a teacher employed for a continuous period beyond six weeks.

3.2A Start of year

- 3.2A.1 Regardless of the first day schools are open for instruction in Term 1, for normal pay and employment purposes the start of the school year is 28 January for those teachers that are employed for that year, except that for teachers being employed for the first time in a state or integrated school, or being employed after a break in service, their start day is as advised to payroll by the employer.

3.3 Teacher Competence

Note: Refer to 4.2.4 and 3.5 of this agreement for additional guidance on the application of these provisions.

- 3.3.1 Questions of competence should be handled in a manner which seeks to protect the mana and dignity of the teacher concerned.
- 3.3.2 The employer shall provide reasonable opportunities for appropriate and effective professional development for all teachers.
- 3.3.3
 - (a) Where there are matters of competence which are causing concern in respect of any employee the employee concerned shall be advised as early as possible.
 - (b) The teacher shall be advised of her/his right to seek whanau, family, professional and/or Association support in relation to matters of competence and to be represented at any stage.

- 3.3.4 An appropriate assistance and personal guidance programme to assist that employee shall be put in place.
- 3.3.5 When that assistance and personal guidance has not remedied the situation, then:
- (a) The teacher shall be advised in writing of the specific matter(s), in relation to the relevant section(s) of Supplement 1, causing concern and of the ways that such concerns can be remedied. The teacher shall be advised of her/his right to consult the Association and of the right to be represented by it at any stage of the process.
 - (b) The teacher is to be given a reasonable opportunity, normally 10 school weeks, to remedy the matter(s) of concern that have been identified. It is recognised that there may be circumstances where a timeframe of less or more than 10 school weeks will be reasonable. The teacher is to be advised of the actual timeframe for the necessary improvement to be achieved and of the monitoring or guidance that will be provided.
 - (c) At the end of this timeframe an assessment is made as to whether or not the teacher has remedied the matter(s) causing concern. The process and result of any evaluation is to be recorded in writing by the employer and sighted and signed by the teacher.
 - (d) No action shall be taken by the employer on a report until the teacher has had reasonable time to comment (in writing or orally or both) to the employer.
 - (e) If the teacher has failed to remedy the matter(s) causing concern then s/he may be dismissed without notice and paid one month's salary in lieu; or if a holder of units the teacher may be reduced in status and salary if the circumstances warrant such a reduction rather than a dismissal.
- 3.3.6 A copy of any report to the New Zealand Teachers Council (or its successor) arising under clause 3.3.5 shall be made available to the teacher.

3.4 Teacher Conduct and Discipline

Note: Refer to 3.5 of this agreement for additional guidance on the application of these provisions.

- 3.4.1 Where a breach of discipline appears to have occurred, the employer shall determine whether disciplinary procedures should be initiated. Where the employer considers it appropriate it shall make initial enquiries to establish whether the disciplinary procedures should be initiated. In some cases, where the facts are clear and acknowledged, resolution may be achieved informally by discussion between the parties without the need for initiating the disciplinary procedures. Questions of conduct or discipline should be handled in a manner which as far as possible protects the mana and dignity of the teacher concerned. Teachers may seek whanau, family, professional and/or Association support in relation to such matters.
- 3.4.2 The teacher shall be informed of any allegation of breach of discipline and of her/his right to consult the Association and of the right to be represented by it at any stage.
- 3.4.3 Where an employer decides to initiate formal disciplinary procedures against a teacher, the following principles are to be observed:
- (a) The employer or its agent shall advise the teacher in writing of the reason for the disciplinary procedures being initiated, invite the teacher to respond in writing, and advise the teacher of her/his right to request Association assistance and/or representation at any stage.
 - (b) Before any substantive disciplinary action is taken, an investigation must be undertaken by the employer. The teacher shall be invited to attend any such investigation and to make a statement concerning the matter either personally or through a representative.

- (c) Notwithstanding 3.4.3(b) above if the employer is satisfied that the welfare and interests of any student attending the school or of any teacher at the school so requires the employer may at any time before the matter has finally been disposed of either:
 - (i) Suspend the teacher
(*Note: suspension would normally be on pay except in exceptional circumstances*); or
 - (ii) Transfer the teacher to other duties.
- (d) Where a breach of discipline is held to have occurred, the employer shall not impose any penalty on the teacher without first:
 - (i) Giving the teacher the opportunity to make representations to it; and
 - (ii) Taking into account any period of suspension already imposed.
- (e) In the case of a finding of serious misconduct the employer may dismiss the teacher without notice.

3.4.4 Where a teacher has been suspended, and subsequently a breach of discipline is held not to have been proved, the teacher shall, unless the teacher has already resigned, be entitled forthwith to resume teaching duties.

3.4.5 The following are examples of matters that may warrant disciplinary action. This is not an exhaustive list nor is it intended that every such matter listed here must always be treated as a disciplinary matter. Each case must be assessed on its individual merits.

- (a) Disobedience of lawful orders or instructions.
- (b) Negligence, carelessness or indolence in carrying out her/his duties as a teacher.
- (c) Gross inefficiency as a teacher.
- (d) Misuse or failure to take proper care of school property or equipment in her/his custody or charge.
- (e) Absence from duty without valid excuse.
- (f) Conduct in her/his capacity as a teacher or otherwise which is unbecoming to a member of the teaching service.

3.5 Resolving Conflict in a Māori Context

3.5.1 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 nga tikanga Māori.
- (b) Anei ra ātahi momo tikanga hei kōwhiringa mā rātou:
 - (i) He huihuinga kei te marae;
 - (ii) He whakawhiti kōrero kanohi ki te kanohi;
 - (iii) Ka hui mai te whānau hei tuarā mö te katoa; ä
 - (iv) Ka hui mai ngā kaumātua kuia hei arahi hei tohutohu i rātou katoa.
- (c) Mēnā ka whakaaetia te kaimahi rāua ko tōna tumuaki ö rāua kaihautū rānei, kia oti pai ai te kaupapa, mā rāua mā ngā kaihautu rānei e hainatia ngā whakaaetanga i tūhia. Makaia atu tētahi kape o ngā whakaaetanga nei ki te kōnae o te kaimahi.
- (d) He māmānoa iho ēnei whakawhiringa mehemea hiahia ana tētahi taha kia waiho tārewa ake ngā tikanga Māori kia huri ke ia ki ēthai (te katoa rānei) o nga whakaritenga, arā 3.3 me 3.4 e whai ake nei. Engari, mehemea ka huri kē atu i ngā tikanga Māori, ehara tērā i te tino raruraru kia oti hē rawa ngā whakaritenga katoa. Ina hoki kia tahuri mai tētahi taha ki ēnei ki 3.3 me 3.4 i raro nei, me tuhituhi hei whakamārama ki tērā atu taha.

Discussions in a Māori Context

- (a) The teacher must be advised in writing of the specific matter(s) causing concern. The teacher 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:
 - (i) Meetings can be had on marae;
 - (ii) There is face to face engagement;
 - (iii) There can be whanau support for all involved; and
 - (iv) Guidance and advice is often provided by kaumātua and kuia for all involved.
- (c) Should the teacher 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 teacher'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 teacher deciding at any time that any or all of the procedures in parts 3.3 or 3.4 will be used. Where either party decides to withdraw from this process, such a decision will not of itself give rise to any claim of procedural deficiency or unfairness. The decision to withdraw from this process and/or for the employer to use any or all the procedures in clauses 3.3, and/or 3.4 will be notified in writing to the other party.

3.6 Nga Manu Korero

- 3.6.1 Nga whakataetate mo nga manu korero mo nga kura tuarua. There is a national entitlement of 350 teacher relief days to run the contests together with a national travel provision of \$5,000. Travelling time may be allowed in terms of clause 6.9 of this agreement for teachers attending.

3.6A Kapa Haka and Polyfest Relief Provisions

3.6A.1 Kapa Haka Kura Tuarua

Ngā whakataetae mo ngā kapa haka kura tuarua. There is a national biennial entitlement of 100 teacher relief days to organise and coordinate the national biennial contest.

3.6A.2 Kapa Haka and Polyfest Cultural Competitions

Nga whakataetae mo nga kapa haka kura tuarua me nga iwi o Moananui-a-Kiwa

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

3.7 Te Atākura Time Allowance

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

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

(b) For clarity, these allowances are in addition to those provided under 5.2.

3.8 Beginning Teacher Time Allowance

- 3.8.1 Trained beginning teachers in their first year (i.e. first four consecutive school terms) who are employed full-time shall be a 0.8 charge against the school staffing entitlement but shall receive full salary and shall not have more than 20 hours of allocated duties during normal school hours each week. Trained beginning teachers in their first year (i.e. first four consecutive school terms) who are less than full-time but who are employed for 0.5 or more of a full-time load shall receive 0.1 FTTE. These time allowances are for advice and guidance purposes.
- 3.8.2 Trained beginning teachers in their second year (i.e. fifth to eight consecutive school terms) who are employed full-time shall be a 0.9 charge against the school staffing entitlement but shall receive full salary. These teachers shall receive 0.1 FTTE time allowance for advice and guidance purposes.
- 3.8.3 For clarity, these allowances are calculated before, and are in addition to, the non-contact hours under 5.2.

3.8A Head of Department Beginning Teacher Time Allowance

- 3.8A.1 Each school will receive an additional 0.04 FTTE for each year-one and for each year two beginning teacher who is granted a beginning teacher allowance as in clause 3.8
- 3.8A.2 Heads of Departments shall be allocated the equivalent of one hour non-teaching time per week for each teacher who generates the year-one beginning teacher time allowance for the purposes of directly providing curriculum-specific advice, guidance and support to that teacher. Schools have flexibility to decide how they allocate this time within or across weeks.
- 3.8A.3 Time allowances will aggregate where the individual is providing curriculum-specific advice and guidance to two or more beginning teachers who generate the time allowance.
- 3.8A.4 The Head of Department may decide that better use of her/his time allowance is by transferring her/his direct responsibility for providing curriculum specific advice, guidance and support of a beginning teacher to another suitably qualified teacher who has the curriculum knowledge, while ensuring that the beginning teacher has at least the equivalent support as would be provided by the Head of Department. When the curriculum support programme is transferred the eligibility for the time allowance is also transferred.
- 3.8A.5 Where more than one Head of Department has responsibility for providing curriculum support and guidance to the beginning teacher the time allowance shall be shared equitably.
- 3.8A.6 Where the Head of Department is employed at another school the employer of the beginning teacher shall transfer the Head of Department Beginning Teacher Time Allowance to the employing school of the Head of Department.
- 3.8A.7 The release time for beginning teacher support is provided in addition to any time allowances generated by the Head of Department (or her/his delegate) under 5.2 and 3.7 of this agreement.

Note 1: The term 'Head of Department' is defined by role not necessarily title. It is used in this context to indicate the role of the teacher who would normally have the responsibility for management of a curriculum area and supporting a beginning teacher in that curriculum area.

Note 2: For clarity, this is not an additional allowance for those with general oversight of beginning teachers (including those overseeing school-wide induction programmes) or with general professional development roles (including Specialist Classroom Teachers), except where the curriculum support role is separate from her/his generalised responsibility for beginning teachers at the school.

3.8B Specialist Classroom Teacher

3.8B.1 Each secondary school shall be entitled to appoint a permanent teacher as a Specialist Classroom Teacher.

3.8B.2 Except as provided in 3.8B.3 the Specialist Classroom Teacher shall receive an additional 0.16 FTTE time allowance (equivalent to four hours per week). These four hours per week shall be timetabled Specialist Classroom Teacher time and shall be in addition to non-contact time. The Specialist Classroom Teacher shall allocate a minimum of four hours in their timetabled week to the professional development and guidance, mentoring and induction of other teaching staff.

3.8B.3 From the start of the 2008 school year, the Specialist Classroom Teacher in schools of a roll size of greater than 1200 shall receive a further 0.16 FTTE time allowance (a total of eight hours per week). These eight hours per week shall be timetabled Specialist Classroom Teacher time and shall be in addition to non-contact time. The Specialist Classroom Teacher shall allocate a minimum of eight hours in their timetabled week to the professional development and guidance, mentoring and induction of other teaching staff.

3.8B.4 Appointment criteria to the position of Specialist Classroom Teacher include:

- (a) being a permanently appointed registered teacher; and
- (b) having at least six years total teaching experience (either in New Zealand or overseas); and
- (c) having had three successful attestations against the experienced classroom teacher standards (Supplement 1 of this agreement), or overseas equivalent; and
- (d) being a full time teacher, or a part time teacher with a significant classroom teaching load at time of application (see the agreed guidelines for explanation); and
- (e) other criteria in the agreed and published guidelines.

3.8B.5 A teacher appointed as a Specialist Classroom Teacher under 3.8B shall be paid an allowance equivalent in value to two units per annum (as per clause 4.1.1(C)). For clarity, this is an allowance and is not a unit.

3.8B.6 Each teacher upon their first appointment as a Specialist Classroom Teacher shall have an entitlement to a reimbursement of fees for study towards relevant post graduate qualifications up to maximum of \$1000 for each of two years (these years do not have to be consecutive provided that the teacher remains appointed as a SCT). This includes those teachers appointed as Specialist Classroom Teacher at the date of settlement of this agreement.

Note 1: The parties will produce agreed guidelines, in consultation with NZ School Trustees Association, to assist in the appointment process and the development of this position as an alternative career pathway for those teachers who want to remain based in teaching practice through supporting and encouraging effective teaching, rather than following a management and administration pathway. The guidelines are amended by the parties from time to time to assist in these processes.

Note 2: *The parties, in consultation with NZ School Trustees Association, will consider the findings of the evaluation of the 2006 Specialist Classroom Teacher pilot and this will inform the Specialist Classroom Teacher role going forward.*

Note 3: *Attention is drawn to the agreed Specialist Classroom Teacher Guidelines in relation to holding units and other payments for those in the role of Specialist Classroom Teacher.*

3.8C Overseas Teacher Time Allowance

3.8C.1 Boards that employ an overseas trained teacher, are entitled to receive an Overseas Teacher Time Allowance of an additional 0.1 FTTE for two terms provided that the teacher meets the criteria outlined in 3.8C.2. The allowance may be applied for by the board at any time within the first 12 months of an overseas teacher's employment.

3.8C.2 For the school to receive an Overseas Teacher Time Allowance, the employed teacher must:

- (a) be an overseas trained teacher whose qualification(s) are recognised for New Zealand teacher registration; and
- (b) be appointed to their first teaching position in a New Zealand state or state integrated school; and
- (c) have completed less than 40 weeks teaching in a New Zealand state or state integrated school; and
- (d) be fully employed from within the school's staffing entitlement i.e. Teacher Salaries; and
- (e) be employed full-time, i.e. 1.00 full-time teacher equivalent (FTTE); and
- (f) be appointed to a position for a minimum of two terms; and
- (g) not be eligible for the Beginning Teacher Time Allowance generated under 3.8 of this agreement.

3.8C.3 A board may not receive the Overseas Teacher Time Allowance for a teacher who is receiving or has received the Beginning Teacher Time Allowance.

3.8C.4 The employer is to ensure that discussion occurs with the overseas teacher on how the allowance may be utilised to assist in providing professional advice and guidance to the teacher.

3.9 Surplus staffing and merger provisions

Note: *These provisions do not apply to teachers employed at the Correspondence School. The provisions applying to those teachers are contained in Part Eleven of this agreement.*

3.9.1 (a) Where, by reason of a reorganisation of, or a change in the attendance at, or the sale or transfer of, a school or centre; or by reason of the closure, or change of class of a school or centre an employer is required to reduce the number of teaching positions or to alter the status of positions to which units are allocated, the position(s) to be disestablished or altered in status shall be determined in accordance with the provisions set out in this part and in Appendix H. These provisions apply only to a teacher appointed as a permanent secondary teacher or a permanent manual training teacher in an approved manual training establishment.

(b) Where, by reason of merger of a school (including, where applicable, a centre) an employer is required to reconfirm or reassign teaching positions, or to alter the status of positions to which units are allocated, or to reduce the number of teaching positions, the position(s) to be reconfirmed, reassigned, altered in status or disestablished shall be determined in accordance with the provisions set out in this part and in Appendix G. These provisions apply only to permanently appointed employees.

3.9.2 Notice Period

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

- (a) Where a teacher's position is to be disestablished and where, before the effective disestablishment of that position takes effect, the roll increases sufficiently to justify its continuation at its current level, the notice of disestablishment will be withdrawn and the teacher concerned shall continue in the position at the level which existed prior to the notice of disestablishment being issued unless that teacher has, in the meantime, resigned or been appointed to another permanent position. Where there is more than one suitable teacher the provisions of clause 1.5 of Appendix H will operate.
- (b) Where, as a consequence of the closure of a school through a school reorganisation process under clause 3.9.1, a replacement school is created, positions at the replacement school shall be advertised nationally in the Education Gazette and notice of intention to advertise shall be given to the Board of the closing school. Teachers at the closing school may apply for the advertised positions. Selection shall be on merit with no automatic right to appointment. The entitlement to the options set out in clauses 3.9.3 and 3.9.4 applies where the teacher does not secure a position in the replacement school.
- (c) Where, in the case of the merger or change of class of a school as a consequence of the operation of clause 3.9.1, a teacher applies for a permanent teaching position of equal or lower status for which s/he is suitable at the merged or reclassified school, then the provisions of clause 1.5, 1.6, 1.7 and 1.8 of Appendix G shall apply. The entitlement to the options set out in clause 3.9.3 and 3.9.4 applies where the teacher does not secure a position in the new school.
- (d) Prior to the effective date of disestablishment of a position the employer will support the teacher's finding a suitable alternative permanent teaching position either within or outside the school and will meet the actual and reasonable costs of attending interviews at other schools where prior approval is given;
- (e) Where a teacher holds a position which is about to be disestablished and, before the effective date of disestablishment, the teacher declines an offer of suitable permanent appointment at the same salary from their employer or applies for and declines an offer of appointment to a teaching position for which the teacher is suitable from another board, the teacher's employment may be terminated from the effective date of disestablishment and no further compensation paid;
- (f) Where a teacher is appointed, under the provisions of this part, to a suitable permanent teaching position with another board and a transfer of location is involved, the teacher shall be entitled to normal removal expense provisions provided that this entitlement shall be exercised for one transfer only.

3.9.3 Voluntary Options

Any teacher (including a teacher holding a job sharing position) whose position as a permanently appointed secondary or manual training teacher is disestablished in accordance with Appendix G or Appendix H as a result of voluntary election or otherwise, has the following options available where applicable as provided for in Appendix G or Appendix H and clause 3.9.4 of this part. The options will become available at the date of disestablishment. The teacher must advise the employer before the date of disestablishment which option s/he has selected. If no selection is made by this date the teacher will be deemed to have supernumerary status. The options are:

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

3.9.4 The options set out in clause 3.9.3 shall have the meaning set out in this clause and apply in the following manner. The term 'school weeks' used in clause 3.9.4(1) and 3.9.4(2) below means those weeks forming part of the period during which in the normal course of events the school would be open for instruction.

(1) Supernumerary employment

Supernumerary employment is employment for a period of up to thirty (30) school weeks. A teacher whose position is disestablished as a result of voluntary election or otherwise who has either elected to be employed as a supernumerary teacher, or who has not taken up any of the other options set out in clause 3.9.3 before the date of disestablishment, shall be entitled to supernumerary employment in accordance with the following provisions:

- (a)
 - (i) The teacher will continue to be employed at her/his existing salary for a period of thirty (30) school weeks from the effective date of the disestablishment of the position (normally at the beginning of term one of the following year);
 - (ii) In the case of school mergers the teacher may elect to be employed at her/his existing salary for a period of forty (40) school weeks at the merged school or in any other school – provided that the board of that school gives consent – from the effective date of the disestablishment of the position and the provisions of 1.4.1(a) and 1.4.1(b) of Appendix G apply.
 - (iii) In the case of school closure the teacher may be supernumerary for forty (40) school weeks in any other school provided that the board of that school gives consent.
- (b) The teacher may elect to take up her/his supernumerary employment at the same school or at any other school at the request of the teacher and with the approval of the original employer and the board at the other school;
- (c) The employer will encourage the teacher to find a suitable alternative permanent teaching position and will meet the actual and reasonable expenses of attending interviews at other schools where prior approval is given;
- (d) If during the supernumerary period the teacher applies for a permanent position of equal or lower status for which s/he is suitable at the school or centre where s/he is employed at the time, s/he shall be appointed to, or in the case of a merger reconfirmed or reassigned to, that position;
- (e) The teacher's supernumerary employment shall cease upon the teacher being appointed to a new teaching position or upon the teacher choosing to resign or at the expiration of the applicable number of school weeks specified in 3.9.4(1)(a) from the effective date of the disestablishment of the position, whichever is the earlier;

- (f) In the case of the closure, merger, sale or transfer of, or change of class of a school the supernumerary period shall begin on the date of the opening of the new school, unless the teacher takes up her/his supernumerary position at another school in terms of (b) above, in which case supernumerary status will begin from the effective date of disestablishment. Where a school is closed without replacement the teacher is entitled to the options set out in clause 3.9.3;
- (g) Where a supernumerary teacher is appointed to a new permanent teaching position and a transfer of location is involved, that teacher shall be entitled to normal removal expense provisions provided that this entitlement shall be exercised once only for each supernumerary period;
Note: Attention is drawn to 8.1.1(h) in relation to removal expenses.
- (h) Where a supernumerary teacher declines an offer of suitable appointment at the same salary from the employer with whom s/he is employed at the time, or applies for and declines an offer of appointment from another board, the teacher's supernumerary status shall cease forthwith;
- (i) During any period of supernumerary employment a teacher is entitled to any salary increases or increments due.

(2) Retraining

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

- (a) The teacher will continue to be employed at her/his existing salary for a maximum period of forty (40) school weeks from the effective date of the disestablishment of the position (normally at the beginning of term one of the following year);
- (b) The teacher is employed as a supernumerary teacher during this period and has the rights and obligations of a supernumerary teacher except as specifically provided in this clause;
- (c) There is no requirement on the employer to meet any costs and expenses of training, including course fees;
- (d) The teacher will provide evidence of attendance at the approved course of study where requested by the employer. The employer may make enquiries during the retraining period to establish that the teacher is undertaking the approved course of study;
- (e) Where the approved course of study is for a shorter period than forty (40) school weeks the teacher is required to attend the school as a supernumerary teacher in periods when the school is open for instruction provided that where the approved course of study is less than the applicable period under 3.9.4 (1)(a) supernumerary status from the effective date of disestablishment of the position shall not extend beyond that period.
- (f) Where the course of study commences later than the effective date of disestablishment, the teacher is required to attend the school as a supernumerary teacher in periods when the school is open for instruction, except in special circumstances approved by the employer;

- (g) Where the teacher chooses to withdraw from the course before its completion, further employment shall cease, except where the employer and the Secretary for Education agree that there was just cause for the withdrawal, the teacher shall return to the school as a supernumerary for the remainder of the retraining period.

(3) Severance Payment

Where a teacher's position is disestablished as a result of the application of the provisions in clause 1.3 of Appendix H or in Appendix G, the teacher may elect to be paid a severance payment provided that:

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

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

- (e) For the purposes of calculating length of service for clause 3.9.4(3) and 3.9.4(4) only service as a teacher in a state or integrated school shall be counted. Non-permanent part-time service shall be calculated on the basis that 80 hours equals one month's service and 1000 hours equals one year's service. Where non-permanent part-time service consists of 20 or more hours per week it may be credited as full-time service. For the purposes of this clause service includes service credits for childcare where a teacher resigned or took leave to care for her/his children, on the basis of one third credit for each year of such leave up to a maximum of five years' credit;

- (f) Where a teacher having received a severance payment commences permanent employment within a number of weeks which is less than the number of weeks of payment received by the teacher as a severance payment under clause 3(c) above, 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 payment was received. Provided that, for the purposes of this clause, employment means employment as a teacher in a state or integrated school or employment as a manual training teacher in an approved manual training establishment;
 - (g) Any teacher receiving the severance payment will be deemed to have been paid in full for service to that date for the purpose of calculating service for any future sick leave, severance or long service payment entitlements;
 - (h) Pay for employees shall be defined as:
 - (i) For full-time employees, "Weekly" pay shall be 7/365 of ordinary pay;
 - (i) For part-time employees, "Weekly" pay shall mean the teacher's average weekly earnings for the previous six/twelve months (whichever is more favourable to the teacher).
 - (ii) Payment under this provision is conditional upon the teacher finishing on an agreed date (usually the first of March). Where the teacher resigns her/his position or is appointed to another teaching position before the date of payment no payment will be made.
- (4) Long Service Payment
- (a) Where a teacher's position is disestablished either as the result of voluntary election or otherwise the teacher may elect to receive a long service payment. The intention of this payment is to assist the teacher to withdraw from the teaching service. This option will be available on the following basis:
 - (i) The teacher will be deemed to have supernumerary status for the period from the effective date of disestablishment until long service payment is paid. This period will usually be that between the beginning of the next school year and the first (1st) of March census of the school roll. During this period, the rights and obligations of a supernumerary teacher will apply;
 - (ii) Those with twenty-five (25) years' service and less than thirty (30) years' service shall be paid a lump sum of twenty-five (25) weeks' ordinary pay;
 - (iii) Those with thirty (30) years' service or more shall be paid a lump sum of thirty (30) weeks' ordinary pay;
 - (b) Where a school is closed without replacement at the end of a school year the teacher shall receive salary for the supernumerary status up to 1 March. The long service payment shall be paid in the pay period immediately after 1 March. A teacher may request to be paid long service prior to 1 March (although no earlier than the end of the school year) and in these circumstances the payment for the supernumerary period shall be for the period between the end of the school year and the date of the payment of the long service payment.

- (c) For the purposes of the long service payment the definitions of service and of weekly ordinary pay are the same as those for severance set out above;
- (d) Where a teacher having received a long service payment commences permanent employment within a number of weeks which is less than the number of weeks of payment received by the teacher as a long service payment under clause 4(a) above, the teacher shall refund the difference between the number of weeks for which they were without employment and the number of weeks for which long service payment was received; provided that, for the purposes of this clause, employment means employment as a teacher in a state or integrated school or employment as a manual training teacher in an approved manual training establishment.
- (e) Any teacher receiving the long service payment will be deemed to have been paid in full for service to that date for the purpose of calculating service for any future sick leave, severance or long service payment entitlements;
- (f) Payment under this provision is conditional upon the teacher finishing on an agreed date [usually the first (1st) of March].

3.9.5 Preference in Appointment

- (a) Where a position which has permanent units attached has been reduced in status because of the operation of clause 3.9.1 and the actual roll is sufficient to justify its re-establishment (or its continuation or resumption at the former level if altered in status) before the actual disestablishment of that position takes effect the teacher concerned shall be entitled to be reappointed to the position at the re-established level unless s/he has resigned or been appointed to another permanent position. This subclause is not applicable to the holder of fixed-term unit(s).
- (b) Any teacher who holds a position which has permanent units attached, and that position is or is about to be altered in status as a consequence of the operation of clause 3.9.1, who applies for the position as advertised at its new status shall be appointed to that position unless in the meantime the teacher has been appointed to another permanent position provided that where the position has been reduced in status the teacher concerned shall continue to be paid at the salary s/he was receiving immediately prior to the reduction for a period of one year from the effective date of the reduction provided that s/he continues to hold that position. This sub-clause is not applicable to holders of fixed-term unit(s).
- (c) During any period of salary protection a teacher is entitled to any salary increases or increments due.

3.10 Return from a Period of Childcare

- 3.10.1 Any teacher who has resigned from her/his position to care for pre-school children and not more than four years have elapsed since such resignation (or five years in the case of a resignation because of pregnancy) who applies for a position of equal or lower status for which the teacher is suitable at the school from which they resigned shall be appointed to that position.
- 3.10.2 The teacher shall provide a birth certificate for the child and sign a statutory declaration to the effect that absence has been due to the care of a pre-school child.
- 3.10.3 If an applicant under these provisions is not appointed to any position in the school from which the applicant resigned within six months after the expiry of the period in this clause the benefits of these provisions will lapse.

3.11 Termination of Appointment

- 3.11.1 The notice required to be given to a permanently appointed teacher who holds a position which was advertised shall be two months, and for such a teacher who holds such a position the notice to be given to the employer shall be two months except where the teacher and the employer shall agree to a lesser period of notice from the teacher.
- 3.11.2 Notice for fixed-term employees
- (a) Where fixed-term employment is to be terminated prior to the agreed termination point being the date, event, or project conclusion agreed between the employer and **teacher**) the notice required shall be two months, except that if there is less than two months remaining until the termination point, the notice required shall be half of that remaining period.
 - (b) Nothing in 3.11.2 (a) shall prevent a shorter notice period being agreed between the teacher and the employer.
 - (c) Notice provisions for relievers covering a teacher on maternity leave are set out in clause 6.3.3.
- 3.11.3 The notice requirements in 3.11.1 and 3.11.2 do not apply where a teacher is dismissed without notice for serious misconduct or where the Secretary for Education gives concurrence under medical retirement – serious illness.

3.12 Medical Retirement

Note 1: *A teacher who is eligible for medical retirement for terminal illness may elect to take retirement under the provisions for either serious illness or terminal illness but not both and will be entitled to one payment only.*

Note 2: *In the event that a teacher deceases in service without activating or uplifting the medical retirement provisions outlined in medical retirement terminal illness or medical retirement serious illness, the estate of the teacher shall have no claim on the medical retirement provision.*

Note 3: *When a teacher has ceased to be a permanent employee the board may no longer approve medical retirement.*

3.12.1 Terminal Illness

A permanently appointed teacher may be granted medical retirement in circumstances where the teacher has a terminal illness which causes them to be incapable of continuing to work or returning to work.

- 3.12.2 In such circumstances, the teacher shall provide to the employer evidence of their illness from the teacher's registered medical specialist with a prognosis attesting to the incapacity to work both currently and in the future. The employer may request a further medical certificate from a registered medical practitioner nominated by the employer and will reimburse the cost where this is requested.
- 3.12.3 The employer shall, on receiving an application for medical retirement, take account of the information provided by the teacher when making the decision whether or not to grant the medical retirement. Where the information provided does not provide sufficient medical reasons to support the granting of the medical retirement, the application can be declined.
- 3.12.4 Where the employer agrees to the medical retirement, the teacher is entitled to receive the greater of either:
- (a) the balance of their unused sick leave entitlement as provided for in clause 6.2 of this agreement; or

- (b) two months' normal salary in lieu of notice.

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

3.12.5 Serious Illness

A permanently appointed teacher, currently in service, may be granted medical retirement under this clause in circumstances where the teacher has a serious illness or serious injury.

- 3.12.6 A teacher is considered to be medically unfit for work by reason of serious illness if she/he is wholly or substantially unable to perform the duties of the position at the school and is unlikely currently or at any time in the foreseeable future to be able to return to work. An application for medical retirement must be supported by medical evidence.

- 3.12.7 Either the teacher or the employer can initiate the medical retirement processes. Where the employer initiates, they must have reasonable grounds to do so.

- 3.12.8 If the teacher is medically retired, they may choose one of the following options:

- (a) A medical retirement payment of 13 weeks' salary plus an additional week for every year's service after 25 years. The maximum payment is 26 weeks' salary. Any sick-leave taken in the four weeks leading up to the application to medically retire will be subtracted from the payment; or
- (b) Remaining on sick-leave until their entitlement is exhausted and the employer immediately appointing a permanent teacher to replace the medically retired teacher; or
- (c) Receiving the remainder of their sick-leave entitlement as a lump-sum payment. This payment does not attract any holiday pay.

- 3.12.9 There must be concurrence from the Secretary for Education before the teacher may be medically retired under these provisions.

Note: Teachers considering medical retirement processes are advised to check out any implications of being medically retired on any retirement saving scheme or superannuation scheme they may contribute to.

3.13 Retirement Savings Scheme

- 3.13.1 Teachers are eligible to join Kiwisaver schemes in accordance with the terms of those schemes.

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

- 3.13.3 A teacher is not eligible to receive employer or government contributions to a Kiwisaver scheme where government or employer contributions are made to another retirement or superannuation scheme of which that teacher is a member.

Note: Employers are obliged to enrol eligible new employees in a Kiwisaver scheme in accordance with the Kiwisaver Act 2006.

3.14 Savings

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

3.15 Declaration Pursuant to Act

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

PART FOUR: Remuneration

4.1 Salary Scales

This collective agreement provides for a base scale for trained teachers and a base scale for untrained teachers. The 'G' notations in this collective agreement recognise that the New Zealand Register of Quality Assured Qualifications provides the appropriate framework for determining the linkage between the qualification and the salary.

4.1.1 The following salary rates are payable to teachers covered by this agreement from the date specified. Key to the table is on the next page.

A: BASE SCALE – TRAINED TEACHERS

Step	Qual Group	Rates effective 1 July 2009	Step	Qual Group	Rates effective 13 April 2011
1		\$30,000			Not applicable
2		\$31,305			Not applicable
3	G1E	\$33,914	S1	G1E	\$36,523
4	G2E	\$36,523	S2	G2E	\$40,434
5		\$40,434			
6	G3E	\$44,348	S3	G3E	\$44,348
			S4		\$45,600
7	G3+E	\$45,653	S5	G3+E	\$47,023
8	G4E	\$47,610	S6	G4E	\$49,038
9	G5E	\$50,217	S7	G5E	\$51,724
10	G1M	\$54,132	S8	G1M	\$55,621
11	G2M	\$58,044	S9	G2M	\$59,500
12		\$63,392	S10		\$64,500
13	G3M	\$65,609	S11	G3M	\$67,400
14	G3+M	\$68,980	S12	G3+M	\$71,000

B: BASE SCALE – UNTRAINED TEACHERS

Step	Qual Group	Rates
1	G1E	\$30,000
2	G2E	\$31,305
3		\$33,914
4	G3E	\$36,523
5		\$40,434
6	G4E	\$44,348
7	G5E	\$45,653
8		\$47,610
9		\$50,217
10	G1M	\$54,132
11	G2M	\$58,044
12		\$63,392
13	G3M	\$65,609

C: UNITS

The rate per unit shall be \$4,000 per annum

Key to table

The Base Scale – Trained Teachers shall apply to teachers who have completed a recognised teacher qualification and who also have a qualification defined by a 'G' notation.

The Base Scale – Untrained Teachers shall apply to teachers who have not completed a recognised teacher qualification.

The entry point for teachers who lack a recognised teacher qualification and a subject/specialist qualification shall be step one of the Base Scale – Untrained Teachers.

The maximum step for teachers who lack a recognised teacher qualification and a subject/specialist qualification shall be step four of the Base Scale – Untrained Teachers.

E = Entry step for qualification group

M = Maximum step for qualification group

The 'G' notations relate to the entry points and qualifications maxima for teachers who have a qualification defined below. The qualification groups (subject to the operation of clause 4.2.2) for salary purposes are:

G1 Level 5 qualification

G2 Level 6 qualification

G3 Level 7 qualification

G3+ Level 7 subject/specialist qualification and recognised teaching qualification (G3+ includes conjoint subject/specialist and teaching qualifications)

G4 Level 8 qualification (or 2 level 7 subject/specialist qualifications)

G5 Level 9 and 10 qualifications – Masters or PhD

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

Note 2: Teachers without a recognised teacher qualification who have a qualification defined by a 'G' notation commence on the applicable step of the Base Scale – Untrained Teachers

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

G1 = Diploma of Teaching;

G2 = Higher Diploma of Teaching; and

G3 = Advanced Diploma of Teaching or Bachelor of Teaching.

Note 4: Overseas teachers who are assessed by NZQA as holding a comparable teacher education qualification (including a level 7 Graduate Diploma of Teaching) but no subject/specialist qualification defined by the 'G' notations, shall be placed in G2.

Note 5: The Qualifications Chart (MoE Circular 1999/11) and subsequent lists that were compiled through the qualifications verification process undertaken by the PPTA and the Ministry of Education will continue to be used to inform judgments about qualifications unable to be allocated a level by reference to the Register of Quality Assured Qualifications.

Note 6: Quality Assurance Processes

- The New Zealand Qualifications Authority registers New Zealand qualifications at levels on the New Zealand Register of Quality Assured Qualifications and assesses overseas qualifications against the Register.
- Teachers Council approves and monitors teacher education courses.
- Secondary teacher education providers of approved courses limit entry into their courses to those with Level 7 qualifications that support the teaching of the New Zealand secondary curriculum in years 7-13.
- Teacher education providers graduate only those who meet the Teachers Council Graduating Standards: Aotearoa New Zealand.
- Ministry of Education verifies the level(s) of qualification(s) for pay purposes using information from the New Zealand Qualifications Authority, the Teachers Council and teacher education providers.

Note 7: Issues Committee

A committee, called the Issues Committee, made up of representatives of the New Zealand Qualifications Authority, the Teachers Council, the Ministry of Education, the New Zealand School Trustees Association and the Post Primary Teachers Association will meet from time to time, upon request of any of the named organisations, to consider and resolve any outstanding or new issues about teachers' qualifications in relation to salary. These may be either individual cases or more general qualification or teaching qualification issues.

- In the first instance the Teachers Council or the New Zealand Qualifications Authority respectively make decisions about teacher education requirements and qualifications;
- Where a matter remains unresolved, the Committee will be convened to seek to resolve the matter;
- Where the Committee is unable to resolve the issue, the Secretary for Education may exercise discretion to determine an appropriate placement or progression on the salary scale.

4.2 Application of Salaries

(See also Start of Year clause 3.2A.)

4.2.1 Qualification Groups for Salary Purposes

- (a) A teacher's qualification group will be determined by reference to the New Zealand Register of Quality Assured Qualifications. It is noted that the G3+ salary group requires both the level 7 subject/specialist qualification and the recognised teaching qualification.

- (b) Except where otherwise provided in this agreement, a teacher shall be held at the maximum point of the salary scale for their qualification group.
- (c) (i) Trained teachers who improve their qualification(s) shall, on the effective date of improving the qualification(s), receive at least the minimum commencing step for the new qualification(s).
- (ii) Those teachers who, in accordance with (b) above, have been held at the maximum point of the salary scale for their qualification group for one or more years of service for salary purposes and who subsequently improve their qualification(s) shall be entitled to progress one salary step towards the maximum step of their new qualification group from the effective date of improving their qualification(s). This date shall become their new anniversary date for salary progression purposes.
- (iii) The effective date for the improvement of qualification(s) to a higher group is the date of official notification. In the absence of an official notification of completion of the qualification, the effective date will be the date the qualification was awarded, following confirmation of this by the provider.

4.2.2 Commencing Salary Starting Rates Apply as Follows:

- (a) The starting salaries of teachers who have completed a recognised teacher education qualification and who also have a qualification defined by a 'G' notation are noted alongside the salary scale.
- (b) (i) The starting salaries of teachers who have not completed a recognised teacher qualification but have a qualification defined by a 'G' notation are noted alongside the Base Scale – Untrained Teachers.
- (ii) If such a teacher subsequently completes a recognised teacher qualification s/he shall translate to the minimum step payable for the relevant qualification group on the Base Scale – Trained Teachers or, if such a teacher's salary is already at or above the applicable minimum step payable on the trained teachers scale, that teacher will translate to the next highest step on the scale. This date shall become their new anniversary date for salary progression purposes.
Note: For example a teacher who was on step 9 of the untrained teachers scale would translate to step 8 trained teachers scale.
- (c) Teachers who do not have a subject/specialist qualification defined by a 'G' notation and who have not completed a recognised course of teacher education commence on step one of the Base Scale – Untrained Teachers.
- (d) The Secretary for Education, having regard to a teacher's previous service and professional, technical, practical or other suitable experience, may approve a higher commencing step than set out in 4.2.2 (a) to (c) above, subject to the provisions of Appendix A. The Secretary for Education may, in exceptional circumstances, exercise discretion in the placement or progression of a teacher within the salary scale.
- (e) Applications that are received under clause 4.2.2(b)(ii) from 1 June 2008, and where the teacher has completed a recognised course of teacher education after 1 November 2007, can have relevant work experience already counted in the teacher's first salary assessment included, where:

- (i) adding that relevant work experience would improve the teacher's salary step from the minimum step payable for the relevant qualification group; and
- (ii) the teacher has commenced their first teaching position within the six months prior to completion of the "recognised course of teacher education" referred to in clause 4.2.2(b)(ii).

4.2.3 Pay Progression

- (a) Teachers shall progress to the appropriate base scale maximum shown on the scale subject to the employer attesting that the teacher has met the appropriate level of the Professional Standards for Secondary Teachers – Criteria for Quality Teaching appended as Supplement 1 to this agreement.
- (b) Assessment against Professional Standards
 - (i) A beginning teacher may have up to two assessments against the beginning teacher standards or three if registration is delayed, before assessment against the classroom teacher standards. However, beginning teachers may be assessed against the classroom teacher standards from an earlier date if progress warrants it and the teacher and appraiser agree.
 - (ii) Teachers will be assessed against the classroom teacher criteria once fully registered or after two years in the case of teachers holding Limited Authority to Teach (LAT) status.
 - (iii) Classroom teachers may have three assessments against the classroom teacher standards but all teachers (including LATs) will be assessed against the experienced teacher standards once they have reached their appropriate base scale maxima. The only exception is teachers who have reached their base scale maxima before having up to two assessments against the beginning teacher standards (or three if registration is delayed) and up to three assessments against the classroom teacher standards. These teachers may have up to three beginning teacher standards assessments and up to three classroom teacher standards assessments before being assessed against the experienced teacher standards.
 - (iv) Teachers who hold units and who have assumed a specified leadership, pastoral, administrative or task-specific responsibility in respect of their unit or units will be assessed against the relevant criteria for teachers holding units together with the standards applicable to their level of experience in respect of their classroom teaching duties.
- (c) When setting performance expectations and development objectives with individual teachers for the coming year, appraisers and the individual teachers shall have regard for:
 - (i) The number of years taught and the appropriate level of the professional standards to be applied;
 - (ii) The subject(s), the class level(s) and the nature of classes taught;
 - (iii) The degree to which achievement and development are expected within each criterion;
 - (iv) Any other agreed factors.
- (d) Subject to 4.2.3 (a), (b) and (c) above, pay progression applies in the following ways:
 - (i) All full-time and permanent part-time teachers whose salary commencement is described by 4.2.2 (a) or (b) above shall, after completing one year on each step, progress to the appropriate qualifications maximum shown on the scale;

- (ii) Teachers who do not have a subject/specialist qualification defined by a 'G' notation and who have not completed a recognised course of teacher education shall progress after completing one year on each step, to step 4 of the Base Scale – Untrained Teachers;
- (iii) Non-permanent part-time teachers employed for fewer than 20 hours a week shall advance to the next step on completion of each 1000 hours. Credit towards each increment shall be based on class contact hours only and shall not include the 11% loading which applies in calculating salary. Salary credits will be calculated to the nearest month.

4.2.4 Withholding Increments

- (a) Where a teacher has not met the standards at the appropriate level the employer may defer salary progression. A programme of support and development will be put in place to assist the teacher in meeting the standards within a timeframe agreed between the employer and the teacher.
- (b) At the end of the review period:
 - (i) Where the teacher has met the appropriate standards, s/he will progress to the next salary step from this date. This will become the teacher's new anniversary date for pay progression purposes.
 - (ii) Where the teacher has not met the appropriate standards the employer will determine whether there are significant areas of concern to warrant initiating competence procedures or whether the programme of further support and development should continue.

4.2.5 Overtime Rates

Full-time teachers may be paid overtime rates based on 1/380 for each teaching half-day at the appropriate salary rate, excluding all additional salaries and allowances, on such terms as prescribed by the Secretary for Education.

4.2.6 Salary Payments

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

4.2.7 Payment for work on a Public Holiday

Where a teacher is required by their employer to work on a Public Holiday they shall be entitled to be paid in accordance with s.50 of the Holidays Act 2003.

4.2.8 Regional Health School Teachers

A teacher appointed to a permanent, full-time teaching position in an approved Regional Health School shall receive one unit per annum (as per clause 4.1.1(c)). This does not restrict the ability of the employer to offer additional unit(s) for further specific assignments or tasks performed by the teacher.

4.2.9 Resource Teachers

A permanent full time teacher appointed to a Ministry of Education approved resource teacher role shall receive one unit per annum (as per clause 4.1.1(c)). This does not restrict the ability of the employer to offer additional unit(s) for further specific assignments or tasks performed by the teacher.

Note: *This entitlement replaces, but is not to be in addition to, any unit allocated out of Ministry of Education unit allocations to resource teachers.*

4.3 Units

- 4.3.1 Boards will be entitled, in any one school year, to a number of units generated by formula in the relevant Staffing Order. The employer, following consultation with its teaching staff, will determine the use of units. Up to 40% of the units may be allocated on a fixed-term basis.
- 4.3.2 The rate per unit is as specified in clause 4.1.1(c) above regardless of the level of aggregation. Units are not divisible. They are paid at the substantive rate to both full-time and part-time teachers. The only circumstance in which the units may be apportioned is in an approved full-time job share position.
- 4.3.3 Fixed-term units allocated for any reason will be paid in addition to the teacher's rate of pay, including any permanent units.
- 4.3.4 At the time of allocating a fixed-term unit or units the employer shall specify either the period of time for which the teacher shall be entitled to that fixed-term unit or units, or the particular assignment or task to be undertaken for which that fixed-term unit or units has been allocated.
- 4.3.5 The entitlement to that fixed-term unit or units shall cease at the expiry of the specified period or on completion of the specified assignment or task.
- 4.3.6 The employer may reallocate to the same teacher a fixed-term unit or units for a further period of time or for a further particular assignment or task.
- 4.3.7
- (a) Teachers holding only fixed-term units shall be entitled to progress by annual increment as provided for in clause 4.2.3 to their qualifications maximum on the base scale.
 - (b) Permanent units holders, however designated, who hold a G3+ qualification (as defined in 4.1.1) shall be entitled to progress by annual increment as provided for in clause 4.2.3 to step 12 of the Base Scale – Trained Teachers.
 - (c) Subject to 4.3.8, permanent unit holders, however designated, who do not meet the G3+ qualification criteria will remain eligible to progress to step 11 of the Base Scale – Trained Teachers irrespective of their qualifications maximum, provided that in respect of this group of teachers:
 - (i) they shall revert to that qualification maximum if their permanent units are lost following competence review or if appointed to a position without permanent units, or
 - (ii) in the event that, while holding a permanent unit, the teacher has improved their qualifications to meet the qualification criteria for an improved G notation, they shall move to the most applicable step on the Base Scale on which they are employed taking into account:
 - (a) their current qualification; and
 - (b) any affect annual increments since improving their qualifications would have had.
 - (d) A teacher to whom 4.3.7(c) is applicable, and who subsequently regains permanent unit(s) shall also gain an immediate base scale increment (if available) and will become eligible for any further increment(s) due from the anniversary of that date.
- 4.3.8 Untrained teachers holding permanent units shall be entitled to progress by annual increment as provided for in clause 4.2.3 to their qualifications maximum on the base scale.
- 4.3.9 Where a teacher appointed to a position to which unit(s) are allocated loses that position or has the position altered in status because of the application of the surplus staffing provisions of this agreement the salary protection arrangements of those provisions shall apply provided:

- (a) that where the allocation has been made on a fixed-term basis the period of protection shall be for the lesser of the term of the appointment agreed or for one year while the teacher continues to hold a position at the school; and provided also:
- (b) that in no case shall the eventual salary reduction be to a rate less than would otherwise apply had the teacher not been appointed to a position to which unit(s) had been allocated. For the sake of clarity, any increments received or due in accordance with clause 4.2.3 or 4.3.7 or 4.3.8 above shall remain payable or due notwithstanding the teacher's reduction in status.

4.3.10 Voluntary relinquishment of units

Where the holder of units decides to relinquish voluntarily a unit or units, and that offer of relinquishment is accepted by the employer, the teacher shall revert to the appropriate rate of pay following the reduction.

4.3A Middle Management Allowances

4.3A.1 An employer will be entitled, in each school year, to a number of Middle Management Allowances generated by formula in the Staffing Order. The employer, following consultation with its teaching staff, shall determine the allocation of these allowances. Up to 40% of the allowances may be allocated on a fixed term basis.

4.3A.2 The Middle Management Allowances are restricted to:

- (a) teachers with four or fewer units (including none) who have a designated curriculum or pastoral management responsibility; and
- (b) teachers with five units who have significant designated curriculum-related management responsibilities; and
- (c) teachers who have responsibilities (as defined in 4.3A.5 below) for at least five ORRS funded students.

4.3A.3 Up to 20% of a school's Middle Management Allowances may be allocated to teachers without units who have designated curriculum or pastoral management responsibilities

4.3A.4 An individual teacher with fewer than five units, may be allocated up to two Middle Management Allowances. An individual teacher with five units may be allocated no more than one Middle Management Allowance. Teachers with more than five units shall not be eligible to receive Middle Management Allowances.

- 4.3A.5 (a) Subject to 4.3A.4, employers will allocate one Middle Management Allowance to each teacher who has responsibility for at least five High and/or Very High ORRS students if the teacher has the following special duties and responsibilities for those students.
- (i) The direct responsibility for the development of the educational programmes of those students (including the significant adaptation of curriculum content); and
 - (ii) The designated responsibility for the implementation of those programmes including providing special assistance to the students in face to face communication and social interaction in order for the students to be engaged, be understood, to respond and to learn.
- (b) This entitlement does not restrict a board from allocating more than one Middle Management Allowance to such teacher(s) if they are eligible under 4.3A.2 (a), or (b).

- 4.3A.6 Each Middle Management Allowance shall generate the additional annual salary payment of \$1000 per annum.
- 4.3A.7 Middle Management Allowances are not divisible and the attached salary shall be paid at the substantive rate to both full-time and part-time teachers.
- 4.3A.8 These allowances do not count in the determination of eligibility for removal expenses under 8.1.1(a) (Appointment on promotion).
- 4.3A.9 Where a teacher appointed to a position to which Middle Management Allowances are allocated loses that position, or has the position altered in status, because of the application of the surplus staffing provisions of this agreement then the salary protection arrangements of those provisions shall apply provided that where the allocation has been made on a fixed-term basis the period of protection shall be for the lesser of the term agreed or for one year while the teacher continues to hold a position at the school.

4.3B Senior Management Allowances

- 4.3B.1 An employer will be entitled, in each school year, to a number of Senior Management Allowances generated by formula in the Staffing Order. The employer, following consultation with its senior management team, shall determine the allocation of these allowances. Up to half of the allowances may be allocated on a fixed term basis.
- 4.3B.2 A teacher who holds a position of either Assistant Principal or Deputy Principal shall be eligible to receive a Senior Management Allowance if they formally deputise from time to time for one or more of the Principal's responsibilities. (See Note 1)
- 4.3B.3 An individual teacher may hold both Middle and Senior Management Allowances if they separately meet the criteria for the allocation of each, except that they may hold no more than a total of two such allowances in any combination.
- 4.3B.4 Each Senior Management Allowance shall generate an additional annual salary payment at the rate of \$1000 per annum.
- 4.3B.5 Senior Management Allowances are not divisible.
- 4.3B.6 These allowances do not count in the determination of eligibility for removal expenses under 8.1.1(a) (Appointment on promotion).
- 4.3B.7 Where a teacher appointed to a position to which Senior Management Allowances are allocated loses that position, or has the position altered in status, because of the application of the surplus staffing provisions of this agreement then the salary protection arrangements of those provisions shall apply provided that where the allocation has been made on a fixed-term basis, the period of protection shall be for the lesser of the term agreed or for one year while the teacher continues to hold a position at the school.

For clarity when a senior manager, in writing, voluntarily relinquishes a Senior Management Allowance, other than provided in 4.3B.7 above, the salary protection period shall not apply.

Note 1: The terms 'Assistant Principal' and 'Deputy Principal' are defined by role not necessarily title. They are used in this context to indicate the role of the senior teachers who have school-wide leadership, management and/or administrative responsibilities and formally deputise from time to time for one or more of the Principal's responsibilities.

4.4 Payment of Salaries - Short-Term Relievers

- 4.4.1 Short-term relievers employed as per 3.2.5(a) 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 6 weeks shall not exceed

1/190 of Step 8 of the Base Scale –Trained Teachers, or step 10 of the Base scale – Untrained Teachers, as applicable.

- 4.4.2 If employed on an hourly basis the hourly rate shall be 1/950 of the applicable annual rate to a maximum of either step 8 of the Base Scale –Trained Teachers, or step 10 of the Base Scale – Untrained Teachers, (inclusive of holiday pay); provided no reliever so employed shall be paid for less than 2 hours per day of relief and, if there is a break in duties of one and a half (1.5) hours or more, an allowance equivalent to one (1) hour's pay shall be paid.

4.5 Part-Time Teachers

4.5.1 Part-Time Salary Rates

- (a) Part-time teachers must be employed for less than 0.9 FTTE. Subject to subclause 4.5.2 below, the salary of a part-time teacher shall be a proportion of the step in the base scale that the teacher would receive if employed full-time. The number of hours for which payment is made is the sum of the number of class contact hours plus any timetabled non-contact time. This sum shall be increased by 11 percent which is equal to an additional payment of one hour for each nine timetabled hours.
- (b) In return for the additional payment, part-time teachers on a pro-rata basis are expected to share, at least to this extent, in the activities of the school which are outside classroom teaching as and when they are required by the principal.

4.5.2 Additional Temporary Part-Time Rates

- (a) Where in any week the class contact hours of a part-time teacher who is in receipt of a pro-rata salary are increased (but to less than a full-time programme) for not more than four consecutive weeks, payment for the additional hours so worked shall be at 1/855 of the teacher's full-time salary step but the total payment for hours worked in any week shall not exceed the amount which the teacher would receive if employed full-time on that salary step for a full week.
- (b) The part-time hourly rate of 1/855 of the appropriate full-time salary rate includes holiday pay.
- (c) Where there is an increase in weekly contact hours for more than four consecutive weeks, payment shall be as prescribed by subclause 4.5.1 of this clause.
- (d) Where a part-time teacher temporarily works full-time for a period of one week or more, payment shall be made, for such periods, as if employed on a full-time basis.

- 4.5.3 Where a part-time teacher is absent on leave without pay for a day or more, the deduction from salary is calculated on the same basis as for a full-time teacher (that is, a deduction of one-fourteenth of a normal fortnightly salary for each day of absence). This rule applies regardless of the number of hours the teacher would normally have worked had leave not been taken.

- 4.5.4 Where a public holiday or a mid-term break occurs on the day a part-time teacher would normally have worked they are to be paid their normal fortnightly salary as if they had worked on the holiday. The teacher is not obliged to make up the time on an alternative day during that week but if they choose to work the alternative day in lieu of the public holiday they are not to receive extra pay for that day over and above their normal fortnightly salary. The normal fortnightly salaries of part-time teachers who would not have worked on the public holiday or mid-term break are not affected providing they worked the number of hours normally worked during the pay period concerned.

- 4.5.5 When a part-time teacher is required or invited by the Secretary for Education to attend an official course, the teacher's normal pro-rata salary is payable during the period of attendance.

4.6 Effective Date of Salary Increases on Promotion

- 4.6.1 The effective dates of salary increases on promotion are as follows:
- (a) When promotion occurs at the beginning of the school year. The increased salary is payable from 28 January.
 - (b) Appointment after advertisement. All appointments are required to be made after advertisement. The date of commencement of salary for the new position is the date of formal appointment or the date on which the appointment is taken up, whichever is the later.
 - (c) Appointment during period of leave with pay. A teacher who is appointed to a higher position while on leave with pay is not paid salary for the new position until the date of actually taking up the new duties.

4.7 Salary Protection

- 4.7.1 During any period of salary protection the teacher is entitled to any salary increases or increments due. Upon expiry of the protection period the teacher's salary is reduced to the maximum salary payable according to the new grade of the position. When a teacher whose salary has been reduced subsequently obtains a new position salary is assessed as if no reduction had taken place.

4.8 Holiday Pay

4.8.1 Definitions

The following definitions apply to this subsection:

- (a) Holiday Pay (HP) – Holiday pay is the salary payable to teachers on cessation of duty or for periods during which schools are closed for term vacations.
- (b) Vacation – Vacation is the period during which schools are closed at the end of a school term. Mid-term breaks are deemed to be part of vacation time for the purpose of holiday pay calculations. Part VII of the Education Act 1989 determines the periods during which schools will be closed for vacations.
- (c) Deduction from HP – Deduction from holiday pay is a proportionate reduction in a teacher's holiday pay on account of leave without pay taken during the current school year.

4.8.2 General Provisions

- (a) Intervening vacations – A permanent teacher is paid for all vacations which occur during the period of engagement, subject to 4.8.3 below.
- (b) Holiday pay due on resignation – A permanent teacher who resigns during a school year is paid, on ceasing duty, any balance of holiday pay due after taking into account:
 - (i) Total teaching service for the year;
 - (ii) Holiday pay already paid in that year;
 - (iii) Any leave without pay taken during that year.
- (c) Holiday pay after sick leave without pay – No deduction is to be made from the holiday pay of teachers for periods of sick leave without pay or accident leave without pay for periods not exceeding three months in any one school year. Where the total number of days of sick/accident leave without pay is in excess of three months the deduction is based on the period subsequent to the three months. The initial three months are not taken into account. In order to receive the benefits of holiday pay for periods of sick leave without pay, a teacher's current sick leave entitlement must first have been used, i.e. teachers with current entitlements to sick leave are not covered by the non-reduction in holiday pay provisions outlined above if they elect to receive sick leave without pay instead of using their entitlement.

4.8.3 Holiday Pay After Leave Without Pay

If a permanent teacher has been granted leave without pay (other than sick leave in terms of sub paragraph 4.8.2(c)) in excess of five school days during any school year, the total holiday pay due is reduced in proportion to the total period of leave without pay. In special cases the Secretary for Education may approve holiday pay beyond entitlement (e.g. periods of approved sports leave without pay).

4.8.4 Relieving Teachers

- (a) Short-term relieving teachers are to receive holiday pay progressively during the year after each period of employment, except as provided for in 4.4 and 4.5.2 (a) and (b) where the rate of pay includes holiday pay.
- (b) Long-term relieving teachers are to be treated the same as permanent teachers for holiday pay purposes.

4.8.5 Holiday Pay on Higher Duties or Relieving Allowances

A permanent teacher receiving additional salary as the holder of units or receiving management allowances (including middle and senior), higher duties allowances, relieving allowance, staffing incentive allowance, high priority teacher supply allowance and/or special duties allowance at the end of the term receives holiday pay calculated on the higher salary for the period so employed or until the end of the vacation, whichever is the shorter.

4.8.6 Method of Calculation

Holiday pay is based on the school year. It is not normally payable beyond 27 January except where the employment of a teacher who has a later employment anniversary date ends.

For holiday pay purposes, teaching service comprises all paid service including weekends and public holidays, but not school vacations. Calculation of holiday pay is made to the nearest day and when a half-day is involved the calculation is made to the benefit of the teacher. In calculating holiday pay the following rules apply:

- (a) In schools open for 195 or more days in a school year, $HP = 1/4 \times \text{number of days}$. In schools open for fewer than 195 days in a school year, $HP = 3/10 \times \text{number of days}$.
- (b) If a permanent teacher has had leave without pay for a period exceeding five days, the holiday pay to be deducted is based on the total number of days without pay.
- (c) When a teacher resigns, any half-day resulting from calculation of holiday pay is to the benefit of the teacher.
- (d) When a school closes on a Friday and the vacation commences on the Monday following, the intervening weekend is school time and not vacation time.
- (e) The number of days holiday pay is counted from the beginning of the vacation. Deductions of holiday pay are made from the end of the vacation.

4.8.7 Manual Training Teachers

Manual training teachers receive holiday pay on the same basis as primary teachers.

4.8.8 Study Leave

No deduction is made from the holiday pay of permanent teachers for study leave without pay for periods not exceeding three months in any one year. For periods in excess of three months the deduction is based on the whole period of leave. The leave must be for study for qualifications recognised by the Ministry as of value to teaching.

- 4.8.9 **Military Training**
No deduction from holiday pay is made for leave without pay for voluntary military training or subsequent part-time training.
- 4.8.10 **Overseas Military Training**
At the commencement of the leave a teacher may be paid the amount of holiday pay due at that date. If the teacher resumes teaching immediately after the date of discharge, full payment is due for subsequent vacations during that school year (except for any reduction on account of subsequent leave without pay for other reasons).
- 4.8.11 **Exchange Teachers to USA**
When teachers are granted leave during the year to go to the USA on exchange under the Fulbright/Hays scheme for 12 months, they may elect to receive any payment due for the vacation before departure, and if they resume at the beginning of the third term in the following year, no deduction will be made from holiday pay in the next December/January vacation.
- 4.8.12 **Holiday Pay for Teachers Employed on a Pro-Rata Basis Who Temporarily Work Full-Time**
If the period of work is one week or more, then payment is to be made on a full-time basis. Holiday pay is to be paid at the full rate of salary for a period equal to 1/4 or 3/10 of any period or periods that the teacher worked full-time and the balance of vacations should be paid for at the normal pro-rata rate. This is subject to any holiday pay adjustment needed on account of the teacher not having worked the full year (where applicable).

4.9 Service / Qualification Increment

- 4.9.1 (a) A teacher who:
- (i) is permanently appointed to a base scale position; and
 - (ii) has met the requirements of Supplement 1 and this is attested to by the principal; and
 - (iii) has satisfied the qualifications and service criteria for the payment of the service increment (as required by the Secretary for Education) shall, upon application, be paid additional salary at the rate \$2000 per annum.
- (b) A teacher eligible under clause 4.9.1(a) shall have their payment backdated to the date they became eligible to receive the service increment, except that no payment made under this clause shall be backdated to a date earlier than the effective date of the 2007-2010 Secondary Teachers Collective Agreement (15 October 2007), and no backdating shall exceed 36 months from date of application.
- (c) A teacher holding a permanent unit or units in terms of clause 4.3 is not entitled to receive the service increment
- 4.9.2 Eligibility for the service increment, once approved, remains (subject to 4.9.3 below) if the teacher subsequently moves to a new position, whether permanent or not, and regardless of breaks in service.
- 4.9.3 This payment (and eligibility for it) ceases upon the teacher being appointed to a position with a permanent unit or units in terms of clause 4.3. The payment (and eligibility for it) resumes should the teacher cease to hold such a position.
- 4.9.4 Subject to 4.9.1, 4.9.2 and 4.9.3, the criteria and exemptions for payment are as follows:
- (a) A "service increment" is additional salary payable to permanent teachers who have completed three years' New Zealand state teaching service on their maximum on the base scale and have completed an approved additional qualification. This latter condition is satisfied by the teacher obtaining qualifications set out in the *Education Gazette* from time to time.

- (b) The acquisition of an additional qualification before the service increment is payable is not a requirement for the following categories of teacher:
- (i) Teachers confirmed in the former List B on 1 February 1971;
 - (ii) Teachers serving at 1 February 1971, who translated from the former Qualification Group B1 to Group IIIb, and who were at that date classified in the former List A, are automatically exempted from the qualification criterion and are eligible for the granting of the service increment on satisfying the service criterion only.
 - (iii) New entrants to the secondary teaching service on or after 1 February 1971 who are classified in qualification Group 4 or Group 5 (previously Group IIIb) are also exempted from the qualification criterion and are eligible for the service increment on satisfying the service criterion only.
 - (iv) Trained teachers appointed to permanent positions on or after 1 February 1974, who were employed in the state secondary teaching service before 1 February 1971 and at that time satisfied the requirements for entry to the former List B (or the earlier Grade III) are required to serve five years on the maximum of the base scale before they may be paid the service increment but are not required to gain an additional qualification.
 - (v) Non-graduate teachers who satisfied the five years' service requirement between 1 February 1976 and 1 February 1979 and who had enrolled for the papers leading to the Service Increment Certificate before or at the beginning of the 1979 academic year may be paid the service increment retrospectively to the date at which they completed the five-year service requirement; subject to the requirements for the issue of the Service Increment Certificate having been satisfied, and also the certificate having been completed within five years of the teacher's commencing study for it. Non-graduate teachers outside the scope of this provision will be paid the service increment only when the service and qualification criteria have been met, i.e. the retrospective payment provision does not apply to non graduate teachers who met the five year service criterion after 1 February 1979.
- (c) Manual teachers are eligible for the granting of a service increment on the top of their maximum rate on the base scale.
- (d) Primary or area school teachers and those in the advisory services who hold the service increment, or who have accumulated service towards it, and who move to positions in the secondary service for which the service increment is payable in addition to salary, will receive payment of the service increment, or will be able to count teaching service accumulated towards the service requirement, on satisfying the requirements set out in Supplement 1.

4.10 Careers Adviser Allowance

- 4.10.1 A teacher appointed as careers adviser shall be paid an allowance at the rate of \$1500 per annum. This allowance is paid at the substantive rate for both full time and part time teachers, regardless of the number of units they hold. The only circumstance in which the allowance may be apportioned is in an approved full-time job share position.

4.11 Associate Teacher Allowance

- 4.11.1 A teacher who has been assigned by the principal to assist in the practical training of teacher trainees, or of teachers on retraining courses, is eligible to be paid a minimum allowance of \$3.19 for each timetabled hour of teacher trainee contact subject to the following provisions:
- (a) The allowance is paid to an assigned associate teacher provided that he or she accumulates one hour or more of timetabled teacher trainee contact per week. For each additional hour per week a further allowance is paid. The allowance is paid for multiples of one hour minimum only and not for fractions of an hour.
 - (b) When more than one teacher trainee is placed with an associate teacher for a timetabled period or periods the aggregate is not affected.
 - (c) The time spent with the associate teacher does not all need to be class contact time but can include formally timetabled periods spent in such activities as discussion with teacher trainees, assisting the teacher trainees in preparing lessons, critical appraisals of teacher trainees' teaching, or other professional guidance related to the work of the teacher trainees placed with that teacher.
 - (d) In the event of team teaching, the number of hours or parts thereof claimed by associate teachers cannot exceed the number of teacher trainees present and can be claimed only by those teachers with whom those teacher trainees have been timetabled.
 - (e) The allowance is paid at the end of each term.
 - (f) Where a rate above the minimum rate of \$3.19 is to be paid to a teacher, the rate shall be consistent with any arrangements made between the provider and the Board.

4.12 Staffing Incentive Allowance

- 4.12.1 Subject to the conditions set out below full-time permanent teachers appointed to advertised positions up to and including positions attracting four permanent units in schools designated by the Secretary for Education, after consultation with the Association, as qualifying for the staffing incentive package and teachers appointed to long-term relieving positions up to and including positions attracting four permanent units who have served for two complete terms or more in a school or schools so designated, shall be paid a staffing incentive allowance of \$1,000 per annum.
- 4.12.2 Itinerant music teachers in Southland are entitled to be paid the staffing incentive allowance, provided that the majority of schools serviced by the individual teacher are designated as qualifying for the staffing incentive package.
- 4.12.3 Teachers receiving the staffing incentive allowance (except for long-term relievers) are entitled to receive the allowance for a minimum of three years in any individual school approved for payment of the allowance. Therefore when a school is removed from the approved list, eligible teachers who have not received the allowance for the three year minimum period at the time the school ceases to qualify shall continue to receive the allowance until the period of three years is completed providing continuous service in the same school is maintained during this time and providing the teacher remains in a position eligible for the allowance. Payment of the allowance will, however, cease immediately for those teachers who have already received the allowance for a period of three years or more at the time the school ceases to qualify. If the teacher moves to a school not approved for payment of the allowance, payment ceases immediately. If the teacher moves to a school which does attract the allowance, a new minimum period of three years is applicable from the date the teacher commences in the new school.

4.12.4 Long-term relievers are to receive payment of the allowance retrospectively after they have completed the minimum period of two terms of continuous service (excluding holidays) in a school or schools which qualify for the allowance. They may then be paid the allowance fortnightly as long as they maintain continuous service in a school or schools which qualify. For the purpose of this clause service as a long-term reliever means continuous service in a school or schools which qualify for a minimum period of two terms equivalent.

4.13 High Priority Teacher Supply Allowance

4.13.1 The High Priority Teacher Supply Allowance (HPTSA) provisions below shall apply to teachers employed in those schools identified by the Secretary for Education as requiring additional support for recruitment and retention. The schools identified by the Secretary are those set out in separate advice and may be changed by the Secretary as needs change, no more than annually, after consultation with the PPTA.

- (a) Full-time and part-time (0.5FTTE and above) fully registered teachers employed on a permanent or long-term relieving basis of two consecutive terms or more and who have been attested as having met the appropriate professional standards shall be entitled to receive the allowance of \$2,500 per annum, pro-rated for part-time teachers.
- (b) Full-time and part-time (0.5FTTE and above) provisionally registered teachers or teachers registered subject to confirmation who are employed on a permanent or long-term relieving basis of two consecutive terms or more shall be entitled to receive the allowance at the rate of \$1500 per annum, pro-rated for part-time teachers, until such time as they are registered and attested as having met the fully registered teacher professional standards.
- (c) Teachers in receipt of HPTSA are not entitled to receive the SIA at the same time.
- (d) Where a school loses HPTSA status, the school may apply for SIA status where there is a serious staffing difficulty.
- (e) Teachers moving to a school which has been designated as HPTSA status are entitled to either the National Relocation Grant (as set out in the Ministry guidelines on Teacher Supply Initiatives) or to the transfer and removal provisions of this Agreement where applicable. On completion of a minimum of three years' continuous service in one or more HPTSA schools a teacher shall have access to the transfer and removal provisions of this Agreement when moving from this category of school to another teaching position in a state or integrated school.
- (f) In the event that a school is removed from the HPTSA coverage, teachers who were in receipt of the HPTSA prior to that change shall continue to receive the allowance until the end of the school year. Teachers who are so affected shall retain their entitlement to the transfer and removal provisions of this Agreement for a further three years.

4.14 Bus Controller's Allowance

4.14.1 A teacher appointed as bus controller for a school district who undertakes, in full, the bus controlling duties and responsibilities shall be paid the additional salary of \$3.61 per day for the first route and \$1.26 per day for each additional route. The allowance is not payable on a runback within a route nor where a bus makes a second trip over substantially the same route.

4.15 Acting Principal

- 4.15.1 When a permanent teacher relieves in the position of principal in the same school for a period of more than two weeks, payment for the period concerned shall be an allowance representing the difference between her/his salary and the minimum rate applicable to the principal's position but shall not be less than the rate of salary in the teacher's own permanent position.

4.16 Acting in a Higher Position other than Principal

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

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

- (a) The teacher must perform the extra duties and undertake the responsibilities of the higher position for a qualifying period of 21 working days, comprising:
 - (i) One continuous period;
 - (ii) Any combination of periods of five working days or more totalling 21 working days in any period of 12 months.
- (b) Although not counting as part of the qualifying period, school vacations and leave do not interrupt the qualifying period if the teacher goes back to the higher position immediately after the vacation or the leave.
- (c) A teacher who is being paid additional salary in a relieving position on the last day of a school term shall be paid the additional salary for the ensuing vacation for a period equal to one-fourth or three-tenths, as the case may be, of the period of employment in the position or until the end of the vacation, whichever is the shorter period.
- (d) Payment for vacations being made on the basis of three-tenths of service.
- (e) The temporary appointment is not a long-term relieving one made, after advertisement, in accordance with the usual procedure for permanent appointments. Any position which will be vacant for more than six months must be advertised as a long-term relieving position.
- (f) Once a teacher has qualified for a higher duties allowance and is being paid that allowance before a period of sick or special leave on pay the teacher continues to receive the allowance for up to one month of the period of leave providing the teacher returns to a higher duties position immediately after the leave.

4.17 Compassionate Grant

- 4.17.1 A compassionate grant is payable to the estate of a teacher who:
- (i) dies while employed in the state teaching service; or
 - (ii) dies within 12 months of the date of approved medical retirement under 3.12. For clarity this date is from the date of retirement and excludes any notice period or period for which payment is made.

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

Length of Service	Proportion of annual salary rate
Twenty years or more	One-eighth
Ten years but less than 20 years	One-twelfth
Under ten years	No grant payable

4.17.2 The following conditions apply to the payment of the grant:

- (a) No grant is payable if, as a result of death, payments under the Accident Compensation Act 2001 to an equivalent or greater extent have been made.
- (b) Service must be continuous except that intervals of up to one year (or the time to care for their own pre-school child(ren)) may be bridged and service aggregated, but the intervals do not count as service. If an interval exceeds one year, (or exceeds the time to care for their own pre-school child(ren)) the qualifying service commences afresh after the interval.
- (c) Allowable service comprises: Service in state schools (including kindergartens) in New Zealand; New Zealand Government service; teacher training which commenced in 1980 or earlier; active military service; service on the staff of New Zealand universities and service as a teacher on an official government exchange scheme, and in any government sponsored scheme.
- (d) Service not recognised includes: Private school teaching; full-time university study (unless on leave); trade or executive service; overseas teaching service (other than service as a teacher on an official government exchange scheme and as a teacher under a government sponsored scheme) and teacher training which commenced in 1981 or later.
- (e) For the purpose of calculating the grant, salary includes salary plus any other permanent salary allowances (including units) paid under the provisions of this agreement, or any temporary allowance (including units) payable for a period of 12 months or more. Temporary allowances payable for a period less than 12 months are excluded from the calculation of the grant.
- (f) The grant is calculated to the nearest dollar. Any salary or holiday pay due is also payable to the estate.

4.18 Māori Immersion Teacher Allowance

4.18.1 All teachers required to use Te Reo Māori, for at least six hours per week, in approved Māori immersion programmes at levels 1, 2 or 3 shall receive an allowance based on the equivalent value of one unit per annum as established by 4.1.1 B. This allowance shall be pro-rated for part time teachers (based on the teacher's total hours).

4.18.2 The employer shall attest to the eligibility of the teachers for this allowance according to the Ministry of Education's Māori language resourcing criteria.

4.19 Special Duties Increment Allowance

4.19.1 A teacher appointed as a Resource Teacher Learning and Behaviour (RTL) or appointed to a permanent or relieving position of at least one term in approved types of special schools, health camps, and hospital classes in approved schools with special teaching problems shall be paid a special duties allowance of one additional salary step or, if the teacher is on the maximum step of their qualification group, additional salary of \$995 per annum.

4.20 Leadership Payments

Boards with lead school responsibility for RTL employed within a cluster will be entitled to any Boards with lead school responsibility for RTL 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 RTL with designated responsibility for providing leadership.

4.21 Cluster Manager Remuneration

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

- A base salary as per clause 4.1.1.A
- An allowance equivalent to the Special Duties Increment Allowance paid to all RTL (4.19)
- One unit per annum (as per clause 4.1.1 C).
- Any leadership payments allocated under clause 4.20 above.

PART FIVE: Hours of Work

5.1 General

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

5.1A Timetabling Policy

- 5.1A.1 Each employer must have a policy on timetabling, developed in consultation with its teaching staff. This policy shall incorporate:
- (a) The non-contact entitlements of 5.2.3 to 5.2.6 below as relevant for the type of school;
 - (b) Class size matters, including the class size provisions of clause 5.9 below;
 - (c) Reference to other matters, including hours of duty outside of timetabled hours, which impact on timetabling practices;
 - (d) A process providing for circumstances where, for genuine reason during timetabling or at short notice, it is not possible to provide the non-contact time entitlements described in 5.2.3(a), 5.2.4(a), 5.2.5(a) and 5.2.6(b) and where the employer has used reasonable endeavour and is unable to achieve the class size provision in 5.9.2.

5.2 Non-Contact Time

- 5.2.1 The non-contact time allocations for secondary teachers are an acknowledgement of the importance to quality education of the duties other than classroom teaching (such as those referred to in 5.1.1(a to c) above) which teachers are required to undertake while schools are open for instruction.
- 5.2.2 For the purposes of 5.2, non-contact time is based on individual teachers' timetabled hours comprising a total of 25 hours or a combination of periods of time equivalent to 25 hours per week.
- 5.2.3
- (a) The employer shall provide five timetabled non-contact hours within each school week to each full-time teacher subject to 5.1A above. The non-contact time may be a combination of differing periods of time which total no less than the equivalent of five non-contact hours.
 - (b) The individual time allowances provided under clause 3.7 (Te Atakura), 3.8 (Beginning Teacher), 3.8A (Head of Department Beginning Teacher Time Allowance) and 3.8B (Specialist Classroom Teacher) of this Agreement shall be in addition to the non-contact time entitlements above.

5.2.4 Secondary (manual) teachers

Secondary (manual) teachers of classes at Years 7 and 8 in approved manual training establishments.

- (a) The employer shall timetable each full-time manual teacher for no more than 20 contact hours within each school week to each subject to 5.1A above. The contact time may be a combination of differing periods of time which total no more than the equivalent of twenty contact hours.
- (b) The maximum classroom contact hours of each full time manual teacher provided above shall be reduced by any individual time allowances provided under clause 3.8 (Beginning Teacher) of this Agreement.

5.2.5 Permanent Unit Holders

- (a) The employer shall provide as a minimum the following non-contact time entitlement to each teacher allocated permanent unit(s) in addition to the non-contact time entitlements set out in 5.2.3 and 5.2.4:
 - (i) one hour per week for holders of one permanent unit;
 - (ii) two hours per week for holders of two permanent units; and
 - (iii) three hours per week for holders of three or more permanent units.
- (b) The non-contact time allocations expressed in 5.2.5(a)(i-iii) are minimum entitlements. For the fourth and subsequent permanent unit(s) the employer will endeavour to provide one hour for each additional permanent unit. The employer may continue to provide additional non-contact time above this for senior management positions in accordance with school policies.
- (c) The individual time allowances provided under clause 3.7 (Te Atakura), 3.8 (Beginning Teacher), 3.8A (Head of Department Beginning Teacher Time Allowance) and 3.8B (Specialist Classroom Teacher) of this Agreement shall be in addition to the non-contact time entitlements above. The Beginning Teacher Time Allowance (Clause 3.8A) is calculated before the non-contact time entitlements are calculated.

5.2.6 Part-time Teachers

The timetabled hours of part-time teachers shall be determined according to the following provisions. Attention is drawn to clause 4.5.1 which sets out the basis of the establishment of a part-time teacher's FTTE proportion as the sum of their timetabled class contact hours and any allocated timetabled non-contact time.

- (a) The employer will endeavour to provide non-contact time for part time teachers who are employed between 0.48 FTTE and 0.89 FTTE to allow such teachers non-contact time that is proportionate to that provided to full-time teachers (five hours per week under clause 5.2.3). The timetabled non-contact time outlined in the table in (b) shall continue to operate as a minimum entitlement.
- (b) The minimum timetabled non-contact time of part-time teachers (including manual teachers) subject to 5.1A is outlined in the table below:

FTTE	Minimum timetabled non-contact hours per week
0.89	3.0
0.87 – 0.88	2.5
0.85 – 0.86	2.0
0.83 – 0.84	1.5
0.75 – 0.82	1.0
0.72 – 0.74	0.5
Below 0.72	None

- (c) The placement of each part-time teacher's timetabled non-contact hours within the timetable shall be in discussion with the individual teacher and recognise the distribution of the individual's timetabled class contact hours. The teacher is required to be available in the school during their timetabled non-contact time.
- (d) Nothing in (a) – (c) above shall operate to reduce current agreements around the proportion of a full-time position to which a part-time teacher is appointed. Fixed-term arrangements with respect to all or part of a part-time teacher's hours of work shall continue according to their current basis, including any agreement to revision of these hours.
- (e) The individual time allowances provided under clause 3.7 (Te Atakura), 3.8 (Beginning Teacher), 3.8A (Head of Department Beginning Teacher Time Allowance), 3.8B (Specialist Classroom Teacher) and 5.2.5(a) (Permanent Unit Holders) of this Agreement shall be in addition to the non-contact time entitlements above.

5.3 Definitions

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

- (a) "Half day" (HD) shall have the meaning implied by its use in the Education (Salaries and Staffing) Regulations 1957.
- (b) "Overtime" shall mean any timetabled teaching time in excess of two half days on any one day, or in excess of 10 half days in any one week, and shall include any timetabled teaching time scheduled on a Saturday or a Sunday except where the timetabled teaching time is correspondingly reduced, and any timetabled teaching time scheduled for any public or other full holiday specified in this agreement or during any vacation fixed in accordance with Part 7 of the Education Act 1989.
- (c) The term "teaching time" can include supervision, non-scheduled supervision time of students, teacher non-contact time, administrative duties or other directed or non-directed duties.

5.4 Duties When Schools Are Not Open For Instruction

5.4.1 The employer may require teachers to participate in professional development opportunities at times when the school is not open for instruction provided that no teacher shall be required to attend for more than five days or equivalent per annum and provided also that the needs of the individual teacher are taken into account and that the teacher's own initiatives in undertaking professional development during time when the school is not open for instruction are considered.

5.4.2 The employer may require teachers to attend school or elsewhere when the school is not open for instruction for up to five days or equivalent per annum for all or any of the following purposes – school administration, preparation and coordination, departmental or related activities and community, parent and whanau contact and liaison. The employer will endeavour to arrange matters at the school in such a way that any requirement under this section is not unreasonable and that teachers' individual needs are taken into account. Teachers' own initiatives in undertaking work for the above purposes shall be counted when applying this clause.

5.4.3 Where teachers are required to attend school or elsewhere when the school is not open for instruction pursuant to 5.4.1 and 5.4.2 above, they shall be reimbursed for any actual and reasonable costs incurred.

Note: This provision shall not apply to teachers in Te Aho o Te Kura Pounamu. The provisions applying to those teachers are contained in Part Eleven of this agreement.

5.5 Length of School Day

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

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

5.6 Length of School Week

5.6.1 Except where interrupted by any public holiday or any other holiday allowed for in accordance with Part 7 of the Education Act 1989 or by any provision in this agreement authorising the absence of teachers, the length of the school week for each school shall be determined according to the requirement that students are normally required to be in attendance for 10 half days on the days Monday to Friday inclusive.

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

5.6.3 As noted in subclause 5.3.1(b) the 10 half days in any one week may include timetabled teaching time scheduled for a Saturday or a Sunday.

5.7 Length of School Year

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

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

5.8 Division of Year into Terms and Holidays

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

5.9 Class size

5.9.1 Clause 5.1A requires each employer to have a policy on timetabling, developed in consultation with its teaching staff. This policy shall incorporate reference to class size.

5.9.2 It is expected that employers will use reasonable endeavour to achieve, for each individual teacher with more than one class, an average class size (based upon the teacher's timetabled classes and the roll of each of those classes) of no more than 26 students and where this cannot occur 5.1A.1 (d) shall apply.

Note: *This does not preclude averages of less than 26 students.*

PART SIX: Leave

6.1 Eligibility

6.1.1 For the purpose of this section, teachers are divided into four categories:

- (a) Group 1 – this includes the following:
 - (i) Teachers appointed to full-time and part-time permanent positions;
 - (ii) Teachers appointed to long-term relieving or fixed-term full-time vacancies advertised in the *Education Gazette*.
- (b) Group 2 – this includes teachers available and eligible for future permanent appointments.
- (c) Group 3 – this includes all retired teachers and others available only for casual relieving work and employment in restricted localities.
- (d) Non-permanent part-time teachers.

6.1.2 Unless otherwise stated, only Group 1 teachers are entitled to the leave provided in this section.

6.2 Sick Leave

6.2.1 Eligibility

These conditions apply to full-time permanent teachers, permanent part-time and non-permanent part-time teachers and teachers appointed to long-term relieving or fixed-term full-time vacancies advertised in the *Education Gazette*.

6.2.2 Entitlement

A teacher who is granted on application leave of absence on account of sickness or injury not arising out of or in the course of the teacher's employment shall be entitled to sick leave on pay for a period or periods not exceeding a total amount determined in accordance with the scale set out in the following table. The period of sick leave due at any time shall be the amount specified in the following table, less the total amount of sick leave with pay that the teacher has already taken during her/his teaching service.

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

- (a) (i) Where a teacher has exhausted the entitlement prescribed in the table set out in clause 6.2.2, the employer will allow the teacher to anticipate up to five days' paid sick leave in each subsequent year in accordance with the Holidays Act 2003. The amount of anticipated sick leave taken will be deducted from the teacher's next entitlement under 6.2.2 when that entitlement becomes due.

- (ii) In exceptional circumstances the employer may grant further sick leave with pay in excess of the periods prescribed in the table set out in clause 6.2.2 in anticipation of future entitlements, provided that no extension may be granted beyond the 306 days. The amount of anticipated sick leave taken will be deducted from the teacher's next entitlement under 6.2.2 when that entitlement becomes available.
 - (iii) A teacher who has exhausted their sick leave entitlement and who has no future entitlement under 6.2.2 shall be granted sick leave in accordance with the Holidays Act 2003
- (b) For the purposes of clause 6.2.2 above, disregarded sick leave not exceeding an overall aggregate of two years may be granted under conditions prescribed by the Secretary for Education.
 - (c) Notwithstanding clause 6.2.2 above, a short-term relieving teacher has a sick leave entitlement on the basis of service completed since the last date of permanent employment, with a maximum entitlement (after three months' service) of 14 days in the aggregate unless the Secretary for Education approves otherwise.
 - (d) Notwithstanding subclause 6.2.2 above, retired teachers have a new sick leave entitlement based on service from the date they commenced teaching after their retirement.
 - (e) Part-time teachers shall have each day of absence deducted as a full day from the entitlement in subclause 6.2.2 above. The days to be deducted shall be only those days which would normally have been worked and shall not include any intervening free days except where the part-time teacher works on five days of the week when as with full-time teachers, the intervening weekend days will be counted as sick leave.

6.2.3 The sick leave entitlement is to be administered as follows:

- (a) For the purposes of this clause "service" in relation to the total period of a teacher's service means full-time employment as a teacher by a former education board, a secondary school board, a school board of trustees, the controlling authority of a technical institute or community college, a free kindergarten association, a teachers' college, the Ministry of Education or the former Department of Education, a university, or an agricultural college; as a teacher in Fiji, the Cook Islands, Tonga, Western Samoa or Niue, and active military service. Service as an officer in any branch of the New Zealand Government service (including the armed forces) may be equated to education service for sick leave purposes on such terms as the Secretary for Education may approve. Non-permanent part-time teaching service is assessed on the basis that 80 hours equals one month's service or 1,000 hours equals one year's service, and so on for periods in excess of this. Where non-permanent part-time service consists of 20 or more class contact hours per week it may be credited as full-time service.
- (b) Service does not include study time either before entry into the education service or during a period of unemployment (although it would include study time while on leave with pay), teaching in private schools (except for teachers in integrated schools), teaching overseas except in the Pacific countries listed in subclause 6.2.3(a) above, trade service, or service with the armed forces of an allied power.
- (c) The employer shall grant sick leave with pay as follows:
 - (i) When sick leave in excess of five days is taken a medical certificate from a registered medical or dental practitioner must be produced; provided that for leave between 6-14 days other evidence satisfactory to the employer may be produced if the teacher cannot obtain a medical or dental certificate.

- (ii) For periods of sick leave in excess of 14 days an employer may require the teacher to provide a medical certificate from a registered medical or dental practitioner stating the expected date the teacher will be able to return to work. The employer may require the teacher to provide further medical certificates when sick leave continues beyond the expected date of return stated in this or subsequent medical certificates.
 - (iii) When an employer has required the teacher to provide a medical certificate under clause 6.2.3 (c) (ii) above, the employer may also require the teacher to obtain a second medical opinion from an independent registered medical or dental practitioner nominated by the employer and agreed to by the teacher provided that such agreement shall not be unreasonably withheld. The cost of a second medical opinion sought under this sub-clause will be met by the employer.
 - (iv) An employer may delegate to the principal, authority to grant leave of up to five days but any exercise of this authority must be reported to the employer immediately. While a medical certificate will not normally be required for leave of up to five days, where it is considered warranted, an employer may require a teacher to produce a medical certificate or other evidence satisfactory to the employer.
- (d) Disregarded sick leave not exceeding an overall aggregate of two years shall be granted by the Secretary for Education in the following circumstances:
- (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) In the opinion of the Secretary for Education, the absence was due to war injury or to war service; or
 - (iv) The absence was due to the teacher contracting a disease which, in the opinion of the Secretary for Education was for the time being epidemic, or by reason of the teacher being in contact with a person suffering from such a disease and being required to undergo a period of isolation in accordance with a decision made under regulations administered by the Health Department. In the case of hepatitis, however, the period of disregarded sick leave is the time that the teacher's doctor decides is necessary for the teacher to remain away from school.
- (e) An employer may grant a teacher who contracts tuberculosis disregarded sick leave with full salary for a period of up to six months in addition to any period of leave 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 subclause 6.2.2 above if the teacher enters, or is placed on a waiting list for entry to, a recognised institution.
- (f) Notwithstanding 6.2.3(e) above, holders of long-term relieving and fixed-term full-time appointments and teachers available for and eligible for future permanent appointments shall only be granted disregarded sick leave, as provided for in 6.2.3(d) above, where they have been in continuous employment before the date of application and have been medically examined before entry into the teaching service.

- (g) No deduction is to be made from the holiday pay of teachers for periods of sick leave without pay for periods not exceeding three months (90 days) in any one school year. Where the total amount of sick/accident leave without pay is in excess of three months (90 days) the deduction is based on the period subsequent to the three months (90 days). The initial three months (90 days) are unaffected. In order to receive the benefits of holiday pay for periods of sick leave without pay, a teacher must first have used her/his current sick leave entitlement. Teachers with current entitlements to sick leave are not covered by the non reduction in holiday pay provisions if they apply to receive sick leave without pay instead. They should be advised of this when notified of the approval.
- (h) When a person transfers from the Public Service to a position in the teaching service, sick leave taken as a public servant is converted to teachers' sick leave as follows:
Where the Teachers' Sick Leave Entitlement on Years of Service (T) ÷ Public Servants' Sick Leave Entitlement on Years of Service (P) x Sick Leave taken as a Public Servant (S) = Equivalent number of days of sick leave as if taken as a teacher. (E). $T/P \times S = E$
- (i) Teachers temporarily working reduced hours on account of sickness.
The employer may allow at its discretion a teacher who has been on sick leave to return to duty on a reduced hours basis if the teacher's doctor so recommends and provides a medical clearance, and there would be no staffing or timetabling problems for the school. This arrangement should not, however, normally be allowed to continue for more than six weeks. The following provisions apply:
- (i) The daily hours not worked are to be aggregated and debited against sick leave on the basis of a five-hour day.
 - (ii) Whole days or half-days of absence are to be debited as whole or half-days.
 - (iii) When the absence is on account of injury by accident and earnings related compensation is payable to the teacher, normal pay is to continue and the Secretary for Education is to obtain reimbursement of earnings related compensation from the Accident Compensation Corporation in accordance with the usual procedures.
 - (iv) If the accident was work related there is no debit against sick leave entitlement. However, if the accident was non-work related, the sick leave entitlement is debited to the extent to which the salary payable for time actually worked plus the earnings related compensation is made up to give normal full salary (provided, of course, the teacher has a sick leave entitlement available).

6.3 Parental Provisions

6.3.1 Birth in this section means the birth of a child whether live or stillborn, within the meaning of the Births, Deaths Marriages and Relationships Registration Act 1995.

6.3.2 Maternity Leave - Group One Teachers

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

- (a) A female teacher with 12 months or more service, as defined formerly in Regulation 12 of the Education (Salaries and Staffing) Regulations 1957 but excluding any periods of teachers' college or university training, shall be entitled to:

- (i) 12 months' maternity leave from the date of birth; and
 - (ii) up to a further 12 months' maternity leave (bringing the total entitlement to a maximum of 24 months' continuous leave including leave taken prior to the birth of the teacher's child) subject to notifying their employer in writing of their intention to take this leave within 9 months from the date of commencing maternity leave under 6.3.2(a)(i);
 - (iii) The total amount of leave taken shall be at the election of the teacher.
- (b) A female teacher with less than 12 months' service shall be entitled to six months' leave from the date of birth and may be granted up to six months' additional leave at the discretion of the employer.
- (c) A female teacher intending to legally adopt a child under the age of 12 months shall, subject to satisfactory evidence, be entitled to maternity leave from the date of assuming responsibility for the child as if paragraph (a) or (b) above applied. The requirement of one month's notice does not apply.

6.3.3 The teacher's position shall be held open, subject to the surplus staffing provisions of 3.9 of this Agreement, for the duration of maternity leave. If a relieving teacher is employed it will be a condition of the relieving appointment that it will be terminated by the employer concerned within one month from the date that the permanent incumbent gives notice of intention to return to work early. A teacher must give her employer at least one month's notice if it is her intention to return to work before maternity leave expires. This provision shall not apply in the case of a woman who has had a miscarriage or a stillborn child. In such cases the teacher may elect to return to work immediately.

Note: *Employment as a long term reliever covering a teacher on maternity leave does not generate an entitlement to permanency in the event that the teacher on leave resigns.*

6.3.4 A teacher intending to resign because of pregnancy must be advised of her right to take maternity leave.

6.3.5 Maternity Grant

- (a) Maternity grant is payable to female teachers in Group 1 on production of a birth certificate or evidence of an approved adoption placement, whether she is granted maternity leave without pay 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 or ministry 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. When a teacher is absent on maternity 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.

6.3.6 Parental Leave - Other Teachers

Group 1 male teachers and all other teachers.

The provisions of the Parental Leave and Employment Protection Act 1987 shall apply.

6.3.7 Sick Leave During Pregnancy

Periods of illness due to pregnancy prior to the birth may be charged against the teacher's sick leave entitlement. Normal rules for sick leave with regard to production of a medical certificate apply. Once the teacher has commenced parental leave, any day(s) of sickness must be leave without pay and in no circumstances may a teacher have an absence during or following the birth of the child credited against her sick leave entitlement.

6.3.8 Leave to Attend Partner at Birth of their Child

- (a) Permanently appointed teachers will be granted two days paid leave to attend their partner at the birth of their child.
- (b) Reasonable notice must be provided to the employer before and at the time of the teacher taking leave.

6.4 Bereavement/Tangihanga Leave for Death in New Zealand or Overseas

6.4.1 Teachers shall be granted leave with pay to allow a reasonable opportunity to discharge their obligations and/or to pay their respects to a deceased person with whom they have had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a tangihanga (or its equivalent).

6.4.2 In granting time off therefore, and for how long, the following points must be taken into account:

- (a) The closeness of the association between the teacher and the deceased; (**Note:** *This association need not be a blood relationship.*)
- (b) Whether the teacher has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
- (c) The amount of time needed to discharge properly any responsibilities or obligations;
- (d) Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
- (e) A decision must be made as quickly as possible so that the teacher is given maximum time possible to make any arrangements necessary. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary;
- (f) If paid special leave is not appropriate then leave without pay should be granted.

6.4.3 If a bereavement occurs while a teacher is absent on annual leave, sick leave with pay, or other special leave with pay, such leave may be interrupted and bereavement leave granted in terms of clauses 6.4.1 and 6.4.2 above. This provision will not apply if the teacher is on leave without pay.

6.4 Ngā Whakarite Tuku Tangihanga

6.4.1 Mo te mate i roto o Aotearoa, ki tāwāhi rānei.

6.4.2 Ka taea te tuku i tētahi kaiako me te utu anō hoki, kia wātea ki te whakarite i ngā āhuatanga ki te whakatakoto i tōna aroha rānei ki tētahi tupapaku, i tino tata atu mōhiotia hoki e ia. Tērā pea nōna ake, he whanaunga tonu rānei, i raro i ngā āhuatanga a iwi rānei kia tae atu ki tētahi wāhanga, ki te katoa rānei o te wā o te tangihanga, hura kōhatu, ētahi atu tikanga a rite rānei.

6.4.3 Nō reira mo tēnei tu ahua tuku, me te roa o te tuku kia wātea, me whai i ngā āhuatanga e whai ake nei:

- (a) Te tata atu o te kaiako ki te tupapaku (kia mōhio: tēnei tata e kī ana me toto tonu nōu);

- (b) Mehemea he wāhanga nui tā te kaimahi ki te whakahaere, kāore rānei, i ngā whakariterite mo te tangihanga;
- (c) Te wā tuku kia wātea e hiahiatia ana, mo ēnei whakahaere, whakariterite hei mahi māna;
- (d) Me whakaaetia tētahi wā e tika ana mo te haere atu hoki mai, engari mēnā he haere ki tāwāhi kāore pea e whakaritea mo te katoa o te haere, hoki mai anō hoki;
- (e) Kia tere tonu te whakatau i te tono kia tere ai te wātea o te kaiako ki te whakariterite i ngā mea katoa e pā ana ki a ia. I te nuinga o ēnei tū āhuatanga ka hoatu tonutia te whakaae, engari i etahi wā, kua tae kua hoki mai kē te kaimahi ki te tangihanga, i mua o te hoatutanga i te whakaae mēnā e tika ana;
- (f) Mehemea kāore e tika ana kia whiwhi i tēnei tuku whakawātea me te utu hoki, tērā pea ka whakaaetia kia tangohia atu i o whakawātea (hararei) a tau, whakawātea mo te kore utu rānei, engari koinei te mutunga.

6.4.4 Mehemea ka pā mai he aituā ki tētahi kaiako i te wā o tāna whakawātea a tau, o tāna whakawātea a turoro (me te utu), o etahi atu whakawātea hirahira (me te utu) rānei, ka taea te whakatārewa i taua whakawātea, kia pai ai te tuku whakawātea tangihanga ki a ia i raro o te ture 6.4.1–6.4.2 i runga ake nei. Kāore tēnei whakaarotanga e tukuna mehemea kāore te kaiako i te utua mo te wā whakawātea.

6.5 Leave for Family Reasons

6.5.1 A teacher may be granted leave for family reasons subject to meeting the requirements as provided for in clauses 6.5.2–6.5.5 below. Relieving teachers in Groups 1 and 2 may be granted leave for family reasons as for permanent teachers. Applications for leave from relieving teachers in Group 3 are to be referred to the Secretary for Education.

- (a) Definition – for the purposes of section 6.5, the terms “near relative” and “near relative-in-law” mean the teacher’s:

Grandparents	Father-in-law	Sons-in-law
Grandchildren	Mother-in-law	Daughters-in-law

The terms do not exist beyond those degrees of relationship.

6.5.2 Serious Illness

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

6.5.3 Leave for Sickness in the Home

- (a) The employer may grant a teacher leave with pay as a charge against the teacher’s sick leave entitlement when the teacher must be absent from work to care for a person who is sick or injured and who depends on the teacher for care.
- (b) Approval is not to be given for absences during or in connection with the birth of a teacher’s child. Such situations should be covered by leave granted under clauses 6.3.6, 6.3.8 or 6.8.

6.5.4 Recurring Serious Illness

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

Note: *The production of a medical certificate or other evidence of illness may be required in the case of leave granted in terms of clauses 6.5.2, 6.5.3 and 6.5.4.*

6.5.5 Important Family and Other Occasions

A teacher may be granted one day's paid leave per year plus travelling time in terms of clause 6.9 below for the following occasions. Relieving and fixed-term full-time teachers in Groups 1 and 2 may be granted leave for important family and other occasions as for permanent teachers.

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

6.6 Special Leave

6.6.1 Special leave of absence with or without pay may be granted to a teacher subject to meeting the requirements as provided for in clauses 6.6.2 - 6.6.9 below. The special leave provisions apply to full-time permanent, fixed-term full-time and long-term relieving teachers.

6.6.2 Court Proceedings

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

6.6.3 Candidates in General Elections

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

6.6.4 Sports Leave

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

- (a) overseas tours – up to four weeks;
- (b) inter-provincial fixtures and national championships – up to six weeks;
- (c) international competition within New Zealand – one day for assembly and training, plus two days' travelling time, plus the day or days of the fixture.

Provided that relieving teachers, except those employed on a casual basis for only a few days at a time, may apply for leave to be granted as for permanent teachers.

6.6.5 Cultural Leave

Where such leave is approved by the employer teachers participating in recognised cultural activities within New Zealand or outside New Zealand are entitled to leave with pay on the same conditions as for sports leave. Provided that relieving teachers, except those employed on a casual basis for only a few days at a time, may apply for leave to be granted as for permanent teachers.

6.6.6 Study Leave

- (a) Teachers who are awarded study leave as part of the 75 full-time equivalent study leave positions available nationally each year to all teachers shall be granted leave on pay for the period of the study.
- (b) Applications for study awards shall be made to a panel composed of equal numbers of employer representatives and representatives of the Association. In allocating study awards the Good Employer requirements of s77A of the State Sector Act 1988, as set out in clause 3.1.1(b), shall be considered.
- (c) Employers may approve leave without pay for pre-examination study and leave on pay for time spent sitting examinations, plus necessary travelling time.
- (d) Relieving and fixed-term full-time teachers in Groups 1 and 2 may apply for leave for study and examinations to be granted as for permanent teachers.
- (c) The employer may grant leave on pay to teachers who are awarded scholarships and fellowships for the duration of the contract, plus reasonable travelling time.

6.6.6A Study Support Grant

- (a) 100 study support grants per annum shall be available nationally to fully registered teachers who are permanently appointed.
- (b) Teachers who are awarded one of 100 study support grants shall be entitled to a time allowance of 0.16 FTTE (equivalent to four hours per week). The time allowance shall be provided to the school as additional staffing entitlement.
- (c) Each recipient of the study support grant shall be entitled to reimbursement of up to \$500 towards their course fees on completion of the course.

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

6.6.7 Sabbatical Leave

- (a) 40 sabbatical leave awards per annum shall be available nationally for full-time registered teachers.
- (b) Sabbatical leave is of ten weeks duration and is paid at the teacher's normal salary.

Note: *These awards shall be allocated according to the current application processes and criteria. The parties may agree to amend these from time to time.*

6.6.7A Sabbatical Leave for Senior Managers

- (a) From the start of the 2012 school year, ten sabbatical leave awards per annum shall be made available nationally for full-time registered teachers employed as senior managers, as defined in 4.3B.2.
- (b) Sabbatical leave is of ten weeks duration and is paid at the teacher's normal salary.

Note: These awards shall be allocated in accordance with the application process and criteria to be developed by the parties in consultation with New Zealand School Trustees Association by 1 June 2011.

6.6.8 Meetings of Statutory and Local Authorities

- (a) The employer may grant a teacher leave with pay plus necessary travelling time to attend meetings of statutory, local, Māori and other authorities (or in other circumstances leave without pay may be granted to attend such meetings).

- (b) For the purposes of clause 6.6.8(a) the following are recognised Māori authorities/organisations:
- (i) New Zealand Māori Council;
 - (ii) Māori Women's Welfare League;
 - (iii) Tribal Trust Boards;
 - (iv) Iwi authorities;
 - (v) Runanga-A-Iwi.

6.6.9 Miscellaneous Leave

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

- (a) Where a teacher is prevented from travelling from their home to work because of an emergency situation outside of the control of the teacher (up to seven days' leave with pay may be granted) provided that this provision is for emergencies only. Approval shall not be given where the teacher has advance notice or in circumstances where the teacher could be reasonably expected to have foreseen the situation arising. Where practicable the teacher is to inform the school of the reasons for the absence and is required to return to duty as soon as possible. Full details of the case shall be submitted.
- (b) Search and Rescue. Where a teacher is a member of an authorised search and rescue organisation and is requested by a responsible authority to take part in a search and rescue operation (leave with pay). Written evidence of the teacher's participation in the search from the appropriate authority mentioned above is to be submitted to the employer.
- (c) Outward Bound. Teachers selected for Outward Bound courses should, if possible, take the course during the long vacation. Where there are overlaps with term time and the employer supports the teacher's attendance leave with pay up to one week may be granted.
- (d) Where a teacher is participating in an overseas tour by a school party approved by the employer (leave with or without pay for the duration of the tour).
- (e) Rotary Group Exchange Tours
 - (i) A teacher selected to go on a Rotary group study exchange tour may, provided that they spend one full week of the tour on studies directly related to their position and, on their return produce a full report of these studies, be granted one week's leave on full pay. All applications for this leave must be approved by the employer. In no circumstances shall leave with pay be granted in excess of one week.
 - (ii) Leave with pay shall not be granted for Rotoract study tours.

6.7 Refreshment Leave

- 6.7.1 Full-time registered teachers who have attained the Experienced Classroom Teacher level of the Professional Standards shall be entitled (subject to 6.7.2) to take unpaid refreshment leave of one school term after three years in the school or up to one school year after five years in the school. When a period of refreshment leave has been taken, a further period of qualifying service in the school, from the date of return from leave, is required before the teacher may be considered for further refreshment leave.

6.7.2 Entitlement to refreshment leave is subject to:

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

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

Where more than the maximum number of teachers in the school request the refreshment leave, priority will be dependent on the length of service of the individual teachers in the school.

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

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

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

Note: The qualifying periods set out in 6.7.1 for refreshment leave relate solely to this provision and do not apply to any other forms of leave.

6.8 Other Forms of Leave

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

6.9 Travelling Time for Leave Purposes

6.9.1 Where specifically approved in this agreement (and including teachers at in-service courses and on outdoor education) travelling time with pay for a period of up to seven days (exclusive of public holidays) may be granted subject to the following conditions:

- (a) Leave for travelling can only be granted if the teacher is required to travel when the school is open;

- (b) The quickest and most direct means of travel shall be used;
- (c) No travelling time is granted for a journey that is preceded by leave without pay or for a return journey that is followed by a period of leave without pay.

6.10 Leave Records

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

6.11 Leave Calculation Rules

- 6.11.1 The rules for calculating leave are set out in Appendix E.

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

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

PART SEVEN: Travelling Allowances, Reimbursements and Expenses

7.1 Travelling Expenses

- 7.1.1 A teacher required to travel on official business within New Zealand (whether by public transport or, with the prior approval of the Board, the use of the teacher's own vehicle) shall, on application, be paid a travelling allowance as follows:
- (a) Accommodation — reimbursement of accommodation costs on an actual and reasonable basis;
 - (b) Meals — standard travelling allowance meal rate as specified in Appendix D;
 - (c) Incidentals — incidentals allowance, as specified in Appendix D for each 24 hour period and additional part thereof spent travelling.
- 7.1.2 When the teacher leaves and returns to the teacher's school on the same day, travelling allowance is not payable. Actual and reasonable expenses are payable instead and the incidentals allowance is not payable in these circumstances.
- 7.1.3 For teachers staying privately while on official business, the travelling allowance, accommodation and meal rates as specified in Appendix D shall apply.

7.2 Meal Allowance

- 7.2.1 Any teacher is entitled to the meal allowance at the rate specified in Appendix D when:
- (a) Absence from the teacher's school over the lunch-break is not a common occurrence, and warning was not given on the previous working day that the teacher would be required to be absent from the school over the lunch-break;
 - (b) The teacher finds it necessary (while absent from school) to lunch with a school business associate;
 - (c) By reason of attention to official duties, a teacher's return to the school at the end of the day is delayed unduly;
 - (d) A teacher's attendance at the school or elsewhere at the request of the principal prevents the teacher returning home for an evening meal.

7.3 Field Allowance

- 7.3.1 Teachers are entitled to the field allowance specified in Appendix D, clause 1.4, when supervising students attending a school camp or school trip for more than one complete day.

7.4 Use of Private Vehicles for Official Business

- 7.4.1 Where any teacher is:
- (a) Required by the employer to use her/his own vehicle for official business the teacher is entitled to the motor vehicle allowance at the rate specified in Appendix D or equivalent public transport fares where applicable.
 - (b) Attending a school camp and providing the official emergency vehicle or an authorised substitute, the teacher is entitled to the motor vehicle allowance at the rate specified in Appendix D.
- 7.4.2 Where any teacher is in receipt of the motor vehicle allowance and is required to use her/his own vehicle to tow a trailer while on official business, the teacher is entitled to the trailer towing allowance.
- 7.4.3 A motor vehicle allowance shall be paid to itinerant teachers within the limits of the annual grant provided to the board for this purpose.

7.5 Meetings and Courses

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

7.6 Subscription to Professional Association

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

7.7 Allowances for Relieving Teachers

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

7.8 Consumables for Teachers' Use

- 7.8.1 Items such as felt tip pens, rulers, biros, work plan books and other similar consumable materials for use by teachers in teaching the curriculum are to be supplied by the employer.

7.9 Tea Allowance

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

7.10 Miscellaneous Expenses

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

- (b) Principals-elect of new schools may when necessary have travelling expenses paid for travel to the new school while still holding the old position;
- (c) Actual and reasonable travelling and accommodation expenses are payable to teacher-librarians who are entitled to leave on full pay to attend the New Zealand Library Association Conference;
- (d) When, through staffing shortage, secondary schools in the same town share their teachers at Year 12 and 13 (sixth and seventh form), actual and reasonable travelling expenses are payable to teachers to enable them to travel between their own and other schools. If it is necessary for teachers to use their own car a motor vehicle allowance is payable;
- (e) Teachers in divided schools who are required to visit side schools, attached classes and departments which are at a distance from the main school are entitled to receive:
 - (i) A refund of actual and reasonable travelling expenses;
 - (ii) A motor vehicle allowance where there is no suitable public transport.

PART EIGHT: Removal Expenses

8.1 Eligibility

8.1.1 A teacher who holds a permanent or long-term relieving position is eligible for removal expenses in the following circumstances. Where the teacher requires the transfer of effects and transit insurance, the teacher must use the provider contracted by the Ministry. For the purposes of this part, appointment to a long-term relieving position must be for one year or longer:

- (a) Appointment on promotion
Promotion is defined as an appointment to a position carrying a higher number of permanent units or a position that carries more status and responsibility and is equal or lower in salary.
- (b) Appointment to a permanent position in a staffing incentive or high priority teacher supply school, or shifting from a staffing incentive or high priority teacher supply school to a permanent position, or a long-term relieving position for a period equal to four school terms or more, in another state or integrated school, provided that:
 - (i) A teacher must have completed three years' continuous service in a staffing incentive or high priority teacher supply school or continuous service in more than one staffing incentive or high priority teacher supply school totalling three years;
 - (ii) If the school loses its staffing incentive status during the period of the teacher's employment the entitlement to removal expenses on appointment out of the school is still valid as long as the teacher fulfils the three years service requirement;
 - (iii) Itinerant music teachers taking up an appointment in Southland are entitled to full removal expenses as if they were appointed to a staffing incentive school.
- (c) Protected country service
Those teachers who held an entitlement to removals from a country service school when the former country service provisions were replaced by the staffing incentives package, preserve that entitlement and retain it for their next position in the education service.
- (d) First permanent appointment non-staffing incentive or high priority teacher supply school
Where the first permanent appointment of a teacher following graduation from a course of teacher training recognised by the Secretary for Education involves a shift to another housing district and the teacher is resident in New Zealand at the time of appointment:
 - (i) The cost of surface fares for the teacher and dependants, or if public transport is not available, the appropriate motor vehicle rate to the nearest point of public transport;
 - (ii) The cost of removal of furniture and effects;
 - (iii) When a teacher sells a house and buys another within one year of first appointment, actual legal expenses up to \$1000.00.

- (e) Teachers returning from sponsored schemes overseas
A teacher returning to a New Zealand appointment following service overseas as part of a government to government contract is eligible for removal expenses incurred within New Zealand.
- (f) Removal within same locality
Where a teacher who occupies a school residence which is replaced or is being extensively renovated and the house has to be vacated, or a teacher who occupies a private residence and is required by the board to move to a school residence, provided that a teacher and any dependants who are required to board during renovations shall receive a rent subsidy.
- (g) Trainees on long-term specialist courses of at least one academic year's duration:
 - (i) A teacher who has been granted leave by their Board and has to move to attend an approved long-term specialist course;
 - (ii) A teacher moving to her/his first permanent appointment after the course is completed.
- (h) Miscellaneous
 - (i) Where, as a result of an earthquake, fire, flood or other natural disaster, the Minister of Education directs the closure of a school, any teacher appointed to another school or position may be paid actual and reasonable transfer expenses to the new position. A teacher who is obliged to live away from home while holding a temporary position may be paid actual and reasonable expenses.
 - (ii) Where a teacher whose position is disestablished, or reduced in grade but not lost, due to falling rolls and the teacher takes up a temporary or relieving position and later moves again to a permanent position, a refund of the expenses involved in both removals is payable.
 - (iii) A teacher who loses or is about to lose a position through no personal fault (e.g. through disestablishment, closure, amalgamation or translation of a school) is entitled to removal expenses.

8.2 Entitlement

- 8.2.1 Teachers eligible for removal expenses under 8.1 of this Part are entitled to the following expenses, grants and allowances as appropriate as specified in Appendix C:
- (a) Travelling expenses;
 - (b) Accommodation expenses;
 - (c) Rent subsidy;
 - (d) Furniture removal;
 - (e) Legal fees and land agent's commission;
 - (f) Penalty mortgage repayment charges;
 - (g) Transfer grant;
 - (h) Leave and expenses for a teacher separated from her/his dependants to visit them, including to assist with their transfer to the new location;
 - (i) Expenses for a teacher with dependants to inspect prospective accommodation in the new location;
 - (j) Telephone reconnection charges.

Note: *These provisions shall be applied in accordance with any administrative conditions that were in effect at the commencement of this Agreement or modifications to the administrative conditions made as a result 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 Association.*

PART NINE: Employment Relationship Problem Resolution Provisions

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

9.1 Employment Relationship Problem Resolution Services

The following is a plain language explanation of the employment relationship problem resolution services.

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

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

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

When a problem arises, union members should contact their local NZPPTA field officer for advice and representation.

Employers should contact their local NZSTA adviser or other representative of their choice.

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

An employee may have a personal grievance where:

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

Note: *The full meaning of the terms personal grievance, discrimination, sexual harassment, racial harassment, and duress, shall be the meaning given by sections 103 to 110 inclusive of the Employment Relations Act 2000.*

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

Either party can refer a personal grievance to the Employment Relations Service of the Department of Labour 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 Department of Labour provides:

- **An information service** This is free. It is available by contacting the Department of Labour or by phoning toll free 0800 209020. The Department's Employment Relations Service's internet address is www.ers.dol.govt.nz and can be contacted by e-mail at info@ers.dol.govt.nz.
- **Mediation Service** The Mediation Service is a free and independent service available through the Department of Labour. This service helps to resolve employment relationship problems and generally to promote the smooth conduct of employment relationships.
Mediation is a mutual problem-solving process, with the aim of reaching an agreement, assisted by an independent third party.
If the parties can't reach a settlement they can ask the mediator, in writing, to make a final and binding decision.
A settlement reached through mediation and signed by the mediator at the request of the parties is final, binding and enforceable. Neither party can then take the matter any further and, either party can be made to comply with the agreed settlement by court order.
If the problem is unresolved through mediation either party may apply to have the matter dealt with by the Employment Relations Authority.
- **The Employment Relations Authority** This Authority is an investigative body that operates in an informal way. It looks into the facts and makes a decision on the merits of the case and not on the legal technicalities.
Either an employer or an employee can refer an unresolved employment relationship problem to the Authority by filing the appropriate forms.
The Authority may call evidence, hold investigative meetings, or interview anyone involved. It can direct the parties to try mediation. If mediation is unsuitable or has not resolved the problem, the Authority will make a decision that is binding on all parties. Any party can contest the Authority's decision through the Employment Court.
Note: *All employment relationship problems, including personal grievances and any dispute about the interpretation or application of this agreement, must be resolved under Parts 9 and 10 of the Employment Relations Act 2000.*

9.2 Personal Grievances

Sections 103 to 105 and 107 to 110 are reproduced below from Part Nine of the Employment Relations Act 2000.

103 Personal Grievance

- (1) For the purposes of this Act, personal grievance means any grievance that an employee may have against the employee's employer or former employer because of a claim:
- (a) That the employee has been unjustifiably dismissed; or
 - (b) That the employee's employment, or 1 or more conditions of the employee's employment (including any condition that survives termination of the employment), is or are or was (during employment that has since been terminated) affected to the employee's disadvantage by some unjustifiable action by the employer; or

- (c) That the employee has been discriminated against in the employee's employment; or
 - (d) That the employee has been sexually harassed in the employee's employment; or
 - (e) That the employee has been racially harassed in the employee's employment; or
 - (f) That the employee has been subject to duress in the employee's employment in relation to membership or non-membership of a union or employees organisation; or
 - (g) That the employee's employer has failed to comply with a requirement of Part 6A.
- (2) For the purposes of this Part, a representative, in relation to an employer and in relation to an alleged personal grievance, means a person-
- (a) Who is employed by that employer; and
 - (b) Who either:
 - (i) Has authority over the employee alleging the grievance; or
 - (ii) Is in a position of authority over other employees in the workplace of the employee alleging the grievance.
- (3) In subsection (1)(b), unjustifiable action by the employer does not include an action deriving solely from the interpretation, application, or operation, or disputed interpretation, application, or operation, of any provision of any employment agreement.

103A Test of justification

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

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

104 Discrimination

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

105 Prohibited Grounds of Discrimination for Purposes of Section 104

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

- (2) The items listed in subsection (1) have the meanings (if any) given to them by section 21(1) of the Human Rights Act 1993.

107 Definition of Involvement in Activities of Union for Purposes of Section 104

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

108 Sexual Harassment

- (1) For the purposes of sections 103(1)(d) and 123(d), an employee is sexually harassed in that employee's employment if that employee's employer or a representative of that employer:
- (a) Directly or indirectly makes a request of that employee for sexual intercourse, sexual contact, or other form of sexual activity that contains-
 - (i) An implied or overt promise of preferential treatment in that employee's employment; or
 - (ii) An implied or overt threat of detrimental treatment in that employee's employment; or
 - (iii) An implied or overt threat about the present or future employment status of that employee; or

- (b) By:
 - (i) The use of language (whether written or spoken) of a sexual nature; or
 - (ii) The use of visual material of a sexual nature; or
 - (iii) Physical behaviour of a sexual nature, - directly or indirectly subjects the employee to behaviour that is unwelcome or offensive to that employee (whether or not that is conveyed to the employer or representative) and that, either by its nature or through repetition, has a detrimental effect on that employee's employment, job performance, or job satisfaction.
- (2) For the purposes of sections 103(1)(d) and 123(d), an employee is also sexually harassed in that employee's employment (whether by a co-employee or by a client or customer of the employer), if the circumstances described in section 117 have occurred.

109 Racial Harassment

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

110 Duress

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

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

9.3 Settlement of Personal Grievances

Subject to clause 9.4 below, a personal grievance of any teacher to whom this agreement applies shall be raised and dealt with in accordance with the provisions of Part Nine of the Employment Relations Act 2000.

9.4 Special Procedures When Sexual Harassment Alleged

- (a) Where sexual harassment is alleged, the teacher concerned may seek the advice, counsel and support of a contact person and/or the services of a special facilitator to help resolve the problem and ensure it does not recur. Such contact persons shall be elected by the teaching staff. The names of special facilitators shall be published from time to time by the Association.
- (b) If the matter is not resolved by the special facilitator or if the teacher chooses not to involve such a person, the teacher may either:
 - (i) Take a complaint to the Human Rights Commission; or
 - (ii) Invoke the personal grievance procedures of the Employment Relations Act 2000.

9.5 Disputes

Disputes about the interpretation, application or operation of this agreement shall be resolved in accordance with Part 10 of the Employment Relations Act 2000.

PART TEN: Association Matters

10.1 Association Leave

- 10.1.1 Upon application, leave without pay may be granted to any Association member to enable that person to participate in the internal affairs of the Association. Such application shall be given in writing to her/his employer by the Association member and shall detail the purpose and period of the leave.
- 10.1.2 The employer will grant leave without pay to the elected National President of the Association for the term of her/his office.
- 10.1.3 The employer will grant leave without pay to members of the Association who are duly elected as members of its National Executive in order that they may attend Executive meetings of the Association. The employer will also give consideration to granting leave without pay to members of the Association who are duly elected as members of its National Executive for attendance at subcommittees or when undertaking a National Executive representative function.

10.2 Right of Access

- 10.2.1 Subject to the Employment Relations Act 2000 the General Secretary or other authorised officer of the Association shall with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at all reasonable times upon the premises for the purposes of interviewing any employee represented by the Association, or the enforcing of this agreement, including access to wages, holiday and time records; provided this does not interfere with class programmes/session times.

10.3 Association Deductions

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

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

- 10.4.1 (a) The employer must allow every union member employed by the employer to attend at least 2 union meetings (each of a maximum of 2 hours' duration) in each calendar year after the calendar year 2000.
- (b) The union must give the employer at least 14 days' notice of the date and time of any union meeting to be held.
- (c) 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.
- (d) 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 2 hours in respect of any meeting.
- (e) An employer must allow a union member employed by the employer to attend a union meeting under 10.4.1 on ordinary pay to the extent that the employee would otherwise be working for the employer during the meeting.

- (f) For the purposes of 10.4.1(e) 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.

10.5 Employment Relations Education Leave

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

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

11.1 General

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

11.2 Hours of Work

11.2.1 In order to carry out their duties in terms of this agreement it may be necessary for teachers to work 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.

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

11.2.3 Where, with the agreement of the employer, a teacher works flexible hours the teacher may be required to keep a record of attendance.

- (a) Without limiting any of the other provisions of this agreement, the school may request the services of a teacher during a vacation period for a total of up to five days in any 12 month period.
- (b) The employer will provide the teacher with reasonable notice of a request under clause 11.2.3(a) and wherever possible will take the needs of the individual teacher into account.

11.3 Procedures for Determining Surplus Staffing

11.3.1 The provisions below replace Clauses 3.9.1-3.9.5 and Appendix H of this agreement. These provisions apply only to an employee appointed as a permanent secondary teacher at Te Kura .

Note: *Trained beginning teachers in their first year have absolute protection and their positions cannot be considered for disestablishment.*

11.3.2 Analysis of Staffing Requirements

- (a) Analysis of staffing requirements must be initiated when one or more of the following events indicates to the employer that it may need to reduce or restructure its teaching staff
 - (i) Reorganisation, sale, transfer, change of class, merger or closure of the School, and/or
 - (ii) Change in funding allocated to the Board of Trustees, and/or
 - (iii) Change in student roll numbers as identified through trends and estimates, and/or
 - (iv) Change in secondary staffing functions, including:
 - (a) Staffing required to provide teaching and student support services
 - (b) Staffing required for cross school distance education functions
- (b) In the event an analysis is initiated, the employer shall prepare a consultation document outlining the analysis and potential staffing impacts and provide it to employees, including middle management, and the union for their feedback allowing a period of at least three school weeks.

- (c) The employer shall attempt to meet any staffing reduction required through the non-replacement of employees who die, retire, resign, transfer or are promoted. The employer will adopt a policy of reviewing vacancies when staff surpluses are expected to arise whereupon a partial or complete freeze will be placed on recruiting new permanent employees and/or promotions.
- (d) During the consultation process the following voluntary options, as defined in clause 11.3.5, will be made available to all employees on written advice from the employer. The employer shall not be bound to agree to any voluntary offer:
 - (i) Supernumerary employment
 - (ii) Agreed retraining programme
 - (iii) Severance payment
 The employer's decision shall be final. In the case of employees who are job sharing this clause will only apply where both employees volunteer for the options.
- (e) Following consideration of employee input and the effect of attrition and uptake of voluntary options the employer shall provide a second consultation document which shall include a more detailed analysis that identifies any need to reduce staffing or alter the status of positions. It will also identify the number of permanent full-time teaching equivalent positions which may be disestablished and/ or the permanent teaching positions allocated permanent units that may have their units reduced. Employees shall be given a minimum of an additional three school weeks in which to consider and respond to the detailed consultation document. Should the parties agree, the second period of consultation may be shortened or omitted.
- (f) At the conclusion of the consultation period, the employer shall consider employee feedback and the effect of further attrition and uptake of voluntary options and make adjustments to the analysis where appropriate. An analysis of staff feedback will be published to all employees of Te Kura covered by the Agreement, and to the Association.
- (g) Proposed changes shall not be put into effect until a minimum of 14 school weeks have elapsed from the publishing of the analysis referred to in (e) above.

11.3.3 Identification of Affected Employees

The employer after consultation with a nominee of the national executive of the PPTA will identify the teaching positions to be disestablished.

Where the number of permanent teaching positions required, are less than the number of teacher(s) currently holding those designated position(s), the teacher(s) will be identified as surplus in accordance with the following guidelines in the order stated:

- (i) Staffing function as described in 11.3.2(a)(iv) above.
- (ii) The tenure of the position(s) being considered; and
- (iii) The duration of service in Te Kura of teachers holding any positions being considered.

Note: *A judgement of whether the teacher is competent to teach is not one of the criteria for selection and should not be a consideration for disestablishment. Matters of competence shall be dealt with in terms of clause 3.3 of the agreement. The problem resolution provisions in Part Nine of this agreement are available to an employee who is aggrieved by any action of their employer taken under these provisions.*

11.3.4 Notice of Disestablishment

The employee shall receive, in writing, 12 school weeks' notice of disestablishment of their position. The teacher will be entitled to take all that time to make a decision on which option or options (as set out below) to take. If the teacher decides prior to the expiry of the 12 school week notice period to take the severance payment option, payment in lieu for the 12 school week notice period or part thereof may be made at the employer's discretion.

The employee will be entitled to choose an option from the following list of options, or may consult with the employer over any combination of the options:

- (i) Supernumerary employment
- (ii) Redeployment to a suitable alternative position which may involve a reduction in hours
- (iii) Agreed retraining programme
- (iv) Severance payment

11.3.5 Provisions Covering Surplus Staffing Options

The details on the options are as follows:

(1) Supernumerary Employment

Supernumerary employment is employment for a period of up to thirty (30) school weeks. An employee whose position is disestablished as a result of voluntary election or otherwise who has either elected to be employed as a supernumerary teacher, or who has not taken up any of the other options set out in clause 11.3.4 before the date of disestablishment, shall be entitled to supernumerary employment in accordance with the following provisions:

- (a) The employee will continue to be employed at her/his existing salary for a period of thirty (30) school weeks from the effective date of the disestablishment of the position (normally at the beginning of term one of the following year);
- (b) The employee may elect to take up her/his supernumerary employment at Te Kura or at any other school at the request of the employee and with the approval of the Te Kura and the board at the other school;
- (c) The employee will apply for suitable permanent vacancies at other schools;
- (d) The employer will encourage the employee to find a suitable alternative permanent teaching position and will meet the actual and reasonable expenses of attending interviews at other schools where prior approval is given;
- (e) If during the supernumerary period the employee applies for a permanent position of equal or lower status for which s/he is suitable at Te Kura, s/he shall be appointed to that position;
- (f) The employee's supernumerary employment shall cease upon the employee being appointed to a new teaching position or upon the employee choosing to resign or at the expiration of thirty (30) school weeks from the effective date of the disestablishment of the position, whichever is the earlier;
- (g) Where a supernumerary teacher is appointed to a new permanent teaching position and a transfer of location is involved, that employee shall be entitled to normal removal expense provisions provided that this entitlement shall be exercised once only for each supernumerary period;

- (h) Where a supernumerary teacher declines an offer of suitable appointment at the same salary from Te Kura, or applies for and declines an offer of appointment from another board, the employee's supernumerary status shall cease forthwith;
- (i) During any period of supernumerary employment an employee is entitled to any salary increments due;
- (j) During any period of supernumerary employment, the supernumerary teacher will continue to undertake appropriate teaching duties.
- (2) **Agreed Retraining Programme**
Where an employee's position is disestablished as the result of voluntary election or otherwise the employee may elect to take an approved course of study that will enhance or upgrade the employee's skills in secondary teaching, student support services work, and/or in distance education functions, provided that:
- (a) The employee will continue to be employed at her/his existing salary for a maximum period of forty (40) school weeks from the effective date of the disestablishment of the position (normally at the beginning of term one of the following year);
- (b) The employee is employed as a supernumerary teacher during this period and has the rights and obligations of a supernumerary teacher except as specifically provided in this clause;
- (c) There is no requirement on the employer to meet any costs and expenses of training, including course fees;
- (d) The employee will provide evidence of attendance at the approved course of study where requested by the employer. The employer may make enquiries during the retraining period to establish that the employee is undertaking the approved course of study.
- (e) Where the approved course of study is for a shorter period than forty (40) school weeks, or where the course of study commences later than the effective date of disestablishment, the employee is required to attend the school as a supernumerary employee in periods when the school is open for instruction, except in special circumstances approved by the employer;
- (f) Where the employee ceases to attend the course before its completion, further employment shall cease, except where the employer agrees that there was just cause for cessation of attendance and the employee shall return to the school as a supernumerary for the remainder of the retraining period.
- (3) **Severance Payment**
The teacher may elect severance payment. In that case the teacher will receive a severance payment according to the table below:

Length of Service	Weeks of payment (ordinary pay)
Up to 3 years	7 weeks
Over 3 years and up to 5 years	15 weeks
5 years and up to 25 years	23 weeks
25 years and up to 30 years	25 weeks
30 years and over	30 weeks

- (a) The employee will be deemed to have supernumerary status for the period after disestablishment until severance payment is paid. During this period, the rights and obligations of a supernumerary teacher will apply.
- (b) For the purposes of calculating length of service for this clause only service as a teacher in a state or integrated school shall be counted. Non-permanent part-time service in a school other than Te Kura shall be calculated on the basis that 80 hours equals one month's service and 1000 hours equals one year's service. Where non-permanent part-time service consists of 20 or more hours per week it may be credited as full-time service. Te Kura non-permanent part-time service shall be credited on the basis of FTTE, and where service consists of 0.8 FTTE or greater it shall be credited as full-time service. For the purposes of this clause, service includes service credits for childcare where an employee resigned or took leave to care for her/his children, on the basis of one-third credit for each year of such leave up to a maximum of five years' credit.
- (c) Where an employee, having received a severance payment, commences permanent employment within a number of weeks which is less than the number of weeks of the payment received by the employee as a severance payment under this clause, the employee shall refund the difference between the number of weeks severance payment was received. Provided that, for the purposes of this clause, employment means employment as a teacher in a state or integrated school.
- (d) Any employee receiving the severance payment will be deemed to have been paid in full for service to that date for the purpose of calculating service for any future sick leave, severance or long-service payment entitlements.
- (e) Pay for employees shall be defined as:
 - (i) Ordinary pay is defined as basic taxable salary, plus regular taxable allowances paid on a continuous basis at the effective date of disestablishment of the position. For employees on leave without pay, ordinary pay shall be the ordinary pay at the time of taking leave;
 - (ii) For full-time employees, "weekly" pay shall be 7/365 of ordinary pay;
 - (iii) For part-time employees, "weekly" pay shall mean the employee's average weekly earnings for the previous six/twelve months (whichever is more favourable to the employee).

11.3.6 Teachers in Positions of Responsibility

If, after the operation of clause 11.3.2, positions are to be changed in status, the employer, after consultation with a nominee of the national executive of the Association, will identify the positions to be reduced in status in accordance with the following guidelines in the order stated:

- (a) The balance of the distribution of the units among all areas of responsibility and will take cognisance of the staffing requirements of the School as defined in clause 11.3.2(a)(iv);
- (b) Duration of service in the School of teachers holding any positions being considered.

Any teacher who holds a position of responsibility or a position as an assistant or deputy principal and that position is about to have a reduction in status and who applies for the new reduced position as advertised at its new status shall be appointed to that position unless in the meantime the teacher has been appointed to another permanent position. The teacher shall continue to be paid at the salary s/he was receiving immediately prior to the reduction for a period of one year so long as s/he continues to hold that position. This provision is not applicable to the holder of a fixed-term position of responsibility. During any period of salary protection an employee is entitled to any salary increments due.

11.4 Off-Site Allowance

- 11.4.1 The provisions below replace Clause 7.3 of this agreement.
- 11.4.2 All employees on official Te Kura business where meals are provided by the employer and who are not receiving the travelling allowance set out in Clause 7.1 and Appendix D shall be paid a \$15.00 per night off-site allowance for each night spent away from home.
- 11.4.3 When as a result of such business an employee is unable to return to home or 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 employee shall be entitled to an \$8.00 off-site allowance in respect of that final day.
- 11.4.4 Recipients of the off-site allowance are not entitled to the incidentals allowance.

11.5 Management Allowances

- 11.5.1 For an employee appointed as secondary teacher at Te Kura), these provisions below replace clauses 4.3A.1 to 4.3A.9 of this agreement.
- 11.5.2 The employer shall determine annually the allocation of 100 Management Allowances following consultation with the secondary teaching staff.
- 11.5.3 Secondary teachers who have a designated curriculum or pastoral management responsibility will be eligible to receive Management Allowances.
- 11.5.4 At least 85% of the school's Management Allowances must be allocated to secondary teachers with units who have designated curriculum or pastoral management responsibilities.
- 11.5.5 An individual secondary teacher may be allocated no more than two (2) Management Allowances. In the event that the employer is unable, under these provisions, to fully allocate the 100 allowances referred to in 11.6.2 then the employer may allocate up to three (3) Management Allowances to any unit holder who meets the criteria in 11.6.3.
- 11.5.6 Up to 30% of the allowances may be allocated on a fixed term basis.
- 11.5.7 Each Management Allowance shall generate an additional salary payment of \$1,000 per annum.
- 11.5.8 Management Allowances are not divisible and the attached salary shall be paid at the substantive rate to both full-time and part-time teachers.
- 11.5.9 Where a teacher appointed to a position to which Management Allowances are allocated loses that position, or has the position altered in status, because of the application of the surplus staffing provisions in part eleven of this agreement, the salary protection arrangements in clause 11.3.6 of these provisions shall apply. Provided that where the allocation has been made on a fixed-term basis the period of protection shall be for the lesser of the term agreed or for one year while the teacher continues to hold a position at the school.

PART TWELVE: Health and Safety

12.1 General

- 12.1.1 The parties recognise the importance of ensuring good and safe working conditions through Healthy and Safety in the workplace and that it is a mutual obligation of the employer and employees to achieve this through a participative approach.
- 12.1.2 To this end, the employers and employees attention is drawn to the Health and Safety in Employment Act 1988. This and other legislation, relevant Codes of Practice and Guidelines are the reference points for gaining a common understanding of what those obligations are, what will assist in meeting those mutual obligations and also in promoting best practice.
- 12.1.3 Where a teacher's health and safety is shown to be at risk in the carrying out of her/his duties the employer shall take all reasonable steps as are necessary to remove or minimise the identified risk for the teacher and if appropriate, to do so in consultation with the relevant health and safety authorities.

12.2 Protective Clothing

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

12.3 Safety Glasses

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

12.4 Immunisation

- 12.4.1 The Secretary for Education shall advise employers of their responsibility for the immunisation against Hepatitis B of those teachers who, because of the nature of their job may be significantly at risk, as advised by the Director General of Health.

APPENDIX A: Salary Credits for Calculating Equivalent Service

1.1 General

- 1.1.1 Salary on appointment depends on qualifications and on credit given for previous service. A teacher's qualification determines the entry point into the salary scale. Service credits are then added to that entry point to determine the teacher's salary on appointment.
- 1.1.2 Teachers may request assessment of improved or additional qualification(s) (as set out in 4.2.1 (c)) and/or additional service for salary credit they have completed (as set out in 1.3 to 1.6 below).

1.2 Definitions

- 1.2.1 For the purposes of these entitlements the following definitions will apply:
- (a) Full credit means that each year of equivalent service (or part thereof) will count as one year (or part thereof) of teaching service for salary purposes.
 - (b) Half credit means that each year of equivalent service (or part thereof) will count as six months (or part thereof) of teaching service for salary purposes.
 - (c) One third credit means that each year of equivalent service (or part thereof) will count as four months (or part thereof) of teaching service for salary purposes.
- 1.2.2 "Equivalent service" means the aggregate of all of the periods of a teacher's employment in state-funded secondary schools, area schools, primary schools and other state-funded educational institutions. Such service shall include the aggregate of any non-permanent part-time teaching service, on the basis that every 80 hours of part-time service is equal to a month of full-time service and every 1000 hours of non-permanent part-time service is equal to a year of full-time service.
- 1.2.3 "Teaching service" means service for 20 hours or more a week as a paid teacher in any state school or specialist teaching service, or in Pacific Islands schools provided the teacher was appointed from New Zealand under a scheme of cooperation and the school was subject to inspection by the department's inspectors of island schools, or as a professional officer of the department. This definition includes teaching service in a technical institute or university (including adult education extension teaching), but does not include service as a kindergarten teacher. Service as a demonstrator or in any other ancillary capacity does not count as teaching service. Periods recognised as teaching service are:
- (a) Time spent in teaching including all paid holidays and vacations;
 - (b) All periods of sick leave (with or without pay);
 - (c) Special leave without pay, not exceeding three months in the aggregate in any school year, or any longer period approved in a particular case. If, while on special leave, a teacher is employed and salary credit is allowed in respect of that employment the allowable period (e.g. teaching abroad), in any school year is three months or the verified period of recognised service, whichever is the longer. 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, only the period of such leave in excess of three months is to be counted for the purpose of holding back the teacher's next incremental date;
 - (d) Any period without pay during a vacation if the loss of salary was because of periods of sick leave without pay.

1.3 Other Teaching Service

- 1.3.1 Full credit shall be given for certificated teaching service in a primary school.
- 1.3.2 Full credit shall be given for the following categories of teaching service, provided that the teacher was registered as a secondary teacher (or held a List B classification or equivalent). In other cases, a half credit shall apply:
- (a) College of Education/teachers' college
 - (b) Polytechnic/technical institute
 - (c) University
 - (d) Kindergarten
 - (e) Registered private school in New Zealand
 - (f) Overseas teaching, provided the school was a state school or subject to state inspection.

1.4 Relevant Work Experience Other Than Teaching

- 1.4.1 Half credit shall be given for work experience directly relevant to the teacher's curriculum and/or pastoral duties. Service will be counted from the completion of a recognised and appropriate vocational qualification. The qualification shall be at least level 5 on the National Qualifications Framework (NQF).
- 1.4.2 From 16 March 2011 a one third credit shall be given for work experience directly relevant to the teachers' curriculum and/or pastoral duties. Service will be counted from the completion of a recognised and appropriate NQF level 4 vocational qualification.

1.5 Childcare

- 1.5.1 One third credit shall be given where a teacher resigns or takes leave in order to care for her/his own children provided that the teacher was registered as a secondary teacher (or held a List B classification or equivalent) at the time of resigning or taking leave from the teaching service; otherwise no credit.

1.6 Māori Language Trainees and Te Atākura Graduates

- 1.6.1 Special service credit – recognition will be given on the basis of one year of salary service for each four years from the date the teacher completed compulsory schooling until entry to teachers' college. Credit is to be given in completed years only. If the teacher has service which can be credited under another category or other categories of service, the total period concerned is to be deducted from the years to be divided by four. All periods of service, including portions of a year under other categories are to be credited for calculating the incremental date on appointment.

Note: *At the time of settlement no teacher education courses exist whose graduates will qualify for this entitlement.*

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 Association.*

APPENDIX B: Medical Retirement – Serious Illness

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

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

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

- 1.2 The purpose of this provision is to:

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

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

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

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

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

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

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

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

1.4 Employee Initiated Process

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

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

- (b) (i) If the employee is unable to obtain a registered medical specialist opinion in a timely fashion, or by virtue of distance, then the employee will undergo a medical examination from a registered general practitioner. The general practitioner shall provide in writing the following:
- a description of the employee's illness, a statement as to whether or not the employee will be able to wholly or substantially perform her/his duties both currently and in the foreseeable future, and the reasons for the decision; and
 - attestation that the employee could not obtain an opinion from a registered medical specialist.
- (ii) The employer may require a further medical certificate from a registered general practitioner nominated by the employer.
- (iii) If two medical certificates are sought and the medical opinions conflict, the employee and employer shall attempt to agree on a third registered general practitioner or medical specialist to provide a further medical certificate. If they cannot agree, the employer shall nominate the registered general practitioner.
- (iv) All costs associated with the second and third medical certificates shall be met by the employer.

1.5 Employer Initiated Process

- (a) Pre-process
- Where the employer has reasonable grounds to consider that the employee may be medically unfit for work by reason of serious illness as per 1.3(b) the employer will in the first instance:*
- (i) *write to the employee outlining the concerns and the grounds on which it has formed a view that medical retirement may be an appropriate option;*
 - (ii) *inform the employee she/he is entitled to attend up to three sessions from an employee assistance programme (EAP) and extend to the employee the opportunity to access EAP counselling;*
 - (iii) *outline the medical retirement process should the employer proceed with the process; and*
 - (iv) *inform the employee of his/her right to have a representative.*

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

Initiation of Process

- (b) **Registered Medical Specialist**
- Following the completion of the pre-process***
- (i) Where the employer proceeds with the process, the employee shall undergo a medical examination from a registered medical specialist nominated by the employer.
- Note:** *No concurrence will be given without the specified medical evidence being provided.*

- (ii) The medical specialist shall provide in writing a description of the employee's illness, a statement as to whether or not the employee will be able to wholly or substantially perform her/his duties both currently and in the foreseeable future, and the reasons for the decision.
- (iii) The employee is entitled to seek a second medical specialist's opinion.
- (iv) Where two medical specialist opinions are sought and these medical opinions agree that the employee will not be able to wholly or substantially perform her/his duties both currently and in the foreseeable future, then the employer may seek concurrence to medically retire the employee.
- (c) **Registered General Practitioner**
- (i) If the employer is unable to obtain a registered medical specialist opinion in a timely fashion, or by virtue of distance, then the employee will undergo a medical examination from a registered general practitioner nominated by the employer (or two general practitioners if the employee so wishes, one nominated by the employer and the other by the employee). The general practitioner(s) shall provide in writing the following:
- a description of the employee's illness, a statement as to whether or not the employee will be able to wholly or substantially perform her/his duties both currently and in the foreseeable future, and the reasons for the decision; and
 - attestation that the employee could not obtain an opinion from a registered medical specialist.
- (ii) Where two medical opinions from a general practitioner are sought and these medical opinions conflict, the employee and employer shall attempt to agree on a third registered general practitioner to provide a further medical certificate. If they cannot agree, the employer shall nominate the registered general practitioner.
- (d) **Costs associated with examinations**
- All costs associated with the medical examination(s) and the employee assistance programme shall be met by the employer.

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

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

1.7 Seeking Concurrence

- (a) Where the majority of medical evidence supports the application for medical retirement as per 1.3(b), the employer shall seek the concurrence of the Secretary for Education to medically retire the employee.
- (b) All applications for concurrence must be in writing and accompanied by the correct documentation.

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

- 1: *The process has been followed; and*
- 2: *The medical evidence has been supplied in sufficient detail so as to support the application for medical retirement as specified in 1.3(b).*

1.8 Medical Retirement Options

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

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

(a) Medical Retirement Payment

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

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

(b) Post-dated medical retirement

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

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

(c) Receive remaining sick leave as a single payment

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

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

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

1.9 Vacant Position Appointment

From the date the Secretary for Education gives notification of concurrence to medical retirement, regardless of the option chosen by the employee under 1.8, the employer shall be entitled to make a permanent appointment to the position as if that position were vacant.

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

1.10 Eligibility for Compassionate Grant

A compassionate grant as per clause 4.18 is payable to the estate of an employee who deceases within 12 months of the date medical retirement is approved under this provision (for the sake of clarity this date is from the date of retirement as per 1.8) except that if the amount of sick leave remaining under option 1.8(b) exceeds 12 months, the entitlement to the compassionate grant shall remain until the sick leave has been exhausted.

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

1.11 Re-entry policy

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

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

- (a) The employee shall be entitled to sick leave in accordance with the provisions of the Holidays Act 2003 and not the provisions in the Secondary Teachers' Collective Agreement.
- (b) Where employment in any teaching position in the Education Service (as defined in section 2 of the State Sector Act) commences within a number of weeks which is less than the number of weeks of payment received by the employee under 1.8(a) the employee shall refund the difference between the number of weeks for which she/he was without employment and the number of weeks for which the payment was calculated.
- (c) An employee cannot be medically retired twice for serious illness.

APPENDIX C: Removal Expenses

1.1 Travel Expenses

1.1.1 The following travel expenses are refundable:

- (a) Taxi fares to and from transport;
- (b) Cost of meals en route;
- (c) Cost of overnight board if stopover unavoidable;
- (d) When travelling by own transport, payment of motor vehicle allowance rates as follows:

Motorcar	62 cents per kilometre
Motorcycle	20 cents per kilometre.
- (e) Equivalent surface fare for driving a second car or motorcycle which is part of the household effects to the new location provided that the fare would otherwise have been paid under this agreement.

1.2 Accommodation Expenses

1.2.1 Accommodation expenses shall be paid for the accommodation of a teacher and any dependants from the time of moving from the former location until permanent accommodation is obtained in the new location.

1.2.2 When moving personal expenses are allowable to cover meals, accommodation, and such other expenses as the employer may approve, for the teacher and any dependants as follows:

- (a) From the commencement of the journey, up to two days if necessary;
- (b) On arrival at destination, up to seven days if necessary.

1.2.3 When dependants are boarding

When approval has been given for a teacher and any dependants to board either together or in different localities, and a home is no longer being maintained at the former location, assistance may be granted in accordance with the following provisions:

- (a) In the first instance, a refund of personal expenses as set out in 1.2.2 above;
- (b) At the expiration of this period, an accommodation allowance of the amount by which actual and reasonable board and lodging expenses exceed 45% of gross remuneration. "Gross remuneration" means classified salary plus any allowance in the nature of salary. This is calculated on the consecutive day basis;
- (c) If the teacher and any dependants stay at a motel and they purchase and prepare food, a rent subsidy may be paid. When meals must be taken in a restaurant, payment of the amount by which the total of rent and meals exceeds 45% of gross salary may be paid. The total cost is not to exceed scale relieving allowance rate.

1.2.4 When Maintaining Home at Former Location

A teacher on transfer who is required to maintain the home and any dependants at the former location until suitable housing is obtained in the new location, shall be granted an accommodation allowance as follows:

- (a) For the first month, up to a maximum of the rate of the relieving allowance as set down in Appendix D;
- (b) For the second month, up to a maximum of two thirds of the rate of the relieving allowance as set down in Appendix D;

- (c) For the third month, up to a maximum of one third of the rate of the relieving allowance as set down in Appendix D;
- (d) Teachers staying at a motel and preparing their own meals may be paid an assessed amount for food not exceeding one quarter of the scale relieving allowance rate, plus motel charges. The total cost is not to exceed scale relieving allowance rate;
- (e) The incidentals allowance shall also be paid to cover incidental expenses not otherwise recoverable. The allowances commence on and from the day the teacher arrives at the new location;
- (f) When the teacher finally obtains suitable accommodation in the new location and any dependants then move, the assistance set out in clause 1.2.2 is granted.

1.2.5 Rent Subsidy

- (a) Assistance with rental accommodation may be considered on the merits of each case if a teacher on transfer is experiencing difficulty in finding permanent housing.
- (b) The subsidy will be granted only in respect of a short-term tenancy at a rental which is higher than the teacher could normally be expected to afford. The amount of the subsidy will be the excess of the rental over one-sixth of the teacher's gross salary. The period of subsidy is limited to three months. In exceptional cases the Secretary for Education may approve an extension to six months.
- (c) Furniture storage charges may be met while the teacher is on a rent subsidy.

1.2.6 Outgoings on Former Home

- (a) If the teacher and any dependants are occupying temporary accommodation at the new location (and the teacher receives a rent subsidy), pending the sale of the former home and the purchase of another, then interest, rates and insurance on the former home shall be taken into account while it remains unsold and unoccupied. In these circumstances, the outgoings on the teacher's house may be added to the rent of the temporary house, and the subsidy calculated on the combined total. Only mortgage interest may be included, not principal repayments, and this will usually require inquiry, as outgoings quoted by claimants almost always include instalments of principal.
- (b) If a teacher is required to rent a house at the new location before liability for rent at the previous location has ceased, resulting in the payment of double rent, a rent subsidy equal to the lower of the two rents may be paid.

1.3 Furniture Removal

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

1.4 Amount of Refund

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

1.5 Reserved

1.6 Legal Fees and Land Agent's Commission

- 1.6.1 Teachers with an entitlement to removal expenses shall be reimbursed for legal fees and land agent's commission provided that when a teacher sells a house at the former location and buys another at the new location within two years of the date of the new appointment, or sells at the former location and builds and takes occupation of a house at the new location within two years of the date of the new appointment, actual aggregated expenses for legal fees and land agent's commission combined up to \$11,000 maximum shall be paid.

- (a) Legal fees
The refund of legal fees shall be either:
- (i) when a teacher sells a house at the former location within two years of the date of the new appointment, but does not buy another, actual expenses up to \$950; or
 - (ii) when a teacher buys or builds a house at the new location within two years of the date of the new appointment without having sold a house at the former location, provided it is not the first time the teacher has owned a house, actual expenses up to \$4,000 maximum.
- (b) Land agent's commission
When a teacher sells a house at the former location within two years of the date of the new appointment but does not purchase or build another house at the new location within the two year period, actual expenses up to \$6,300.
- (c) Two year limitation
Normally all transactions (selling, buying or building) must be completed within two years of the date of transfer to qualify for a refund of expenses.
- (d) Sale of home prior to appointment in another position
Where teachers anticipate securing a position where full removal expenses are payable, and sell their home before this actually occurs the teacher will be eligible for a refund of legal and land agent's fees. This is subject to a two year limitation period as in clause 1.6.1(c) above commencing from the date of the sale of the house. The refund of land agent's and legal fees will not be made until and unless the teacher wins and takes up another position.
- (e) Purchase and sale of land
A refund of legal fees and land agent's commission will be made as follows:
- (i) When a teacher has previously owned a house or land and purchases land following transfer to another locality with the intention of building a house for the teacher's own use and transfers again before the house is built, assistance is granted towards the cost of legal expenses and land agent's commission in the purchase and sale of the land up to \$3,800.
 - (ii) When a house or land has not been owned previously and a teacher subsequently purchases land at one locality and transfers again before building, assistance will be granted towards the cost of legal expenses up to \$500 and land agent's commission up to \$2,000 in the sale of the land as follows:
- Note:**
- (1) *Sale of land in a previous locality must be effected within two years of transferring to a new location.*
 - (2) *Purchase of land must have been effected not more than two years after the previous transfer and not more than two years before the subsequent transfer.*
- (f) Advertising costs of \$630 when selling at former location without the services of a land agent.

1.7 Penalty Mortgage Repayment Charges

- 1.7.1 Penalty charges which may arise because of the termination of a mortgage before the completion of the term of the loan will be refunded up to a maximum of \$2400.

1.8 Transfer Grant

- 1.8.1 A teacher who is entitled to removal expenses and required to shift household shall be paid a transfer grant of:
- (a) \$1,000 where a teacher:
 - (i) purchases own accommodation; or
 - (ii) moves into pool housing; or
 - (iii) rents or leases private accommodation.
 - (b) \$300 for each child who is attending a state or integrated school prior to the date of transfer, who attends another state or 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 change of school.

1.9 Leave to Remove Dependants and Effects

- 1.9.1 The following provisions apply when a teacher has left dependants at the former location pending the finding of suitable housing:
- (a) Special leave on pay may be granted by the Secretary for Education to permit the teacher to return to the former centre to assist with the transfer of dependants and effects.
 - (b) A refund of actual and reasonable expenses may be approved.

1.10 Payment of Expenses to Visit Prospective Accommodation

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

1.11 Telephone Reconnection Charges

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

Note: Receipts should be produced when claiming removal expenses.

Note: These provisions shall be applied in accordance with any administrative conditions that were in effect at the commencement of this Agreement or modifications made to the administrative conditions made as a result 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 Association.

APPENDIX D: General Expenses, Allowances and Reimbursements**1.1 Travelling Allowance**

Travelling allowances shall be as follows:

(a)	Standard daily rates (meals)	
	(i) For each full 24 hour period	\$55.29
	(ii) For additional periods less than 24 hours but more than 10 hours	\$55.29
	(iii) For additional periods up to 10 hours	\$23.40
(b)	Staying privately daily rates	
	(i) Accommodation allowance per night	\$32.40
	(ii) Meals for each 24 hour period	\$27.65
	(iii) For additional periods less than 24 hours but more than 10 hours	\$27.65
	(iv) For additional periods up to 10 hours	\$27.65

1.2 Incidentals Allowance \$7.14

1.3 Meal Allowance \$15.00

1.4 Field Allowance

Field allowances shall be as follows:

(a)	Basic daily rate	\$12.72
(b)	Incidentals allowance (daily)	\$7.14

1.5 Use of private vehicle on official business shall be as follows: Rate: cents/km

(a)	Motor car	
	Annual kms run on official business	
	0 to 1600 kms	62c
	Over 1600 kms	47c
(b)	Motor cycle (small)	
	Annual kms run on official business	
	0 to 6400 kms	20c
	Over 6400 kms	17c

Note: In some circumstances, due to IRD requirements, payment of reimbursement above certain levels may be subject to PAYE.

1.6 Trailer Towing Allowance **Rate: cents/km** 8.76c

1.7 Transport Allowance for Relieving Teachers **Rate: cents/km**

(a)	Motor cars	37.89c
(b)	Motor cycles, motor scooters, mopeds and power cycles	15.95c

1.8 Tea Allowance \$1.15 per week

1.9	Relieving Allowance	Daily rates	
(a)	Standard meal rate		\$41.47
(b)	Reduced (staying privately) – accommodation and meals		
	(i) for each 24 hour period		\$50.21
	(ii) for additional periods less than 24 hours		\$19.35

APPENDIX E: Leave Calculation

1.1 Commencing and Finishing Dates

- 1.1.1 Leave commences on the first school day of absence and finishes on the last day of absence except as provided in 1.2 and 1.4 below.

1.2 Leave at the Start of the School Year

- 1.2.1 In some years schools may recommence after the Christmas vacation on a date later than 28 January. Teachers who are prevented from attending school when the school recommences have leave debited only for the actual days of absence. However, applications for longer periods of leave should be granted with effect from 28 January. Teachers who do not commence duty until after the first school day (as opposed to those on approved special leave) are paid only from the day they actually commence duty.

1.3 Weekends and Public Holidays

- 1.3.1 The methods of calculating leave are as follows:
- (a) When the period of absence does not exceed five consecutive school days in two weeks, the intervening Saturday and Sunday and any public holiday(s) do not count as leave. Example:
 - (i) A teacher absent Thursday to the following Wednesday, leave = five days.
 - (ii) A teacher absent Tuesday before Easter to Wednesday after Easter (Easter period, five day intervenes), leave = four days.
 - (b) When the period of absence exceeds five consecutive school days, all intervening weekends and public holidays count as leave. For special provisions regarding sick leave see 1.5 below.

Note: *The provisions of (a) and (b) apply whether leave is with pay, without pay, a combination of both or a combination of different types of leave absence.*

1.4 Vacations

- 1.4.1 Where leave without pay in excess of five consecutive school days ends on a Friday and a vacation commences on the following Monday the intervening weekend counts as leave without pay.
- 1.4.2 Term vacations do not count as leave except as specified in 1.2 above. Example:
- (a) A teacher absent Friday before vacation and Monday after vacation – the leave is two days;
 - (b) A teacher absent Tuesday to Friday before vacation and Monday to Thursday after vacation – the leave is ten days as the weekend before the vacation is counted as leave.

1.5 Special Provisions for Sick Leave

- 1.5.1 As public holidays do not count as leave for sickness or injury, the following method of calculation is used:
- (a) Leave with pay – public holidays occurring during sick leave with pay ignored whether the leave exceeds five school days or not, but this exemption does not cover any intervening weekend. Example: A teacher absent from Tuesday before Easter until Friday inclusive after Easter – the leave is eight days as the weekend is counted as leave while Good Friday, the Monday and the Tuesday after Easter are holidays which are excluded from leave.

- (b) Leave without pay – the provision covering public holidays to periods of sick leave with pay has been extended to sick leave without pay as follows:
- (i) Sick leave without pay does not exceed five consecutive school days in two weeks: The provision of 1.3 above applies.
 - (ii) All other sick leave without pay: The teacher does not receive salary for isolated days because they are public holidays.
 - (iii) Holiday pay: Except as in (iv) below public holidays are not to be included when assessing the deductions from holiday pay on account of sick leave without pay; for example:
 - A teacher absent for five weeks of term 4 (35 days).
 - No salary payable for those 35 days.
 - Deduction of public holiday (Labour Day) 1 day = 34 days.
 - 34 days x 0.3 = 10.2 days = 10 days.
 - (iv) Where the period of absence is sufficient to cancel all holiday salary for the school year, public holidays do not establish a claim for some holiday pay. (There are eight days recognised as public holidays each year and these could create a claim for two days' holiday pay.)

1.6 Reductions in Holiday Pay for Sick Leave Without Pay

- 1.6.1 No deduction is to be made from the holiday pay of teachers for periods of sick leave without pay or accident leave with pay for periods **not** exceeding three months in any one school year. Where the total amount of sick/accident leave without pay is in excess of three months the deduction is based on the period subsequent to the three months. The initial three months are unaffected. In order to receive the benefits of holiday pay for periods of sick leave without pay, a teacher must first have used her/his current sick leave entitlement. Teachers with current entitlements to sick leave are not covered by the non-reduction in holiday pay provisions if they elect to receive sick leave without pay instead.

Note: *Approval has been given for relieving teachers, including group 2 and 3 relievers, to be included under this provision, provided that they have had at least three months' continuous service.*

1.7 Teacher Temporarily Working Reduced Hours on Account of Sickness

- 1.7.1 The employing authority may allow a teacher who has been on sick leave to return to duty on a reduced basis if the teacher's doctor so recommends and provides a medical clearance, and there would be no staffing or timetabling problems for the school. This arrangement should not, however, normally be allowed to continue for more than six weeks. The following provisions will apply:
- (a) The daily hours not worked are to be aggregated and debited against sick leave on the basis of a five hour day, for example:
 - (i) 20 hours worked in one week = five hours absent = one day sick leave debited.
 - (ii) 17-1/2 hours worked in one week = 7-1/2 hours absent = 1-1/2 days sick leave debited.
 - (b) Whole days or half days of absence are to be debited as whole or half days.
 - (c) When the absence is on account of injury by accident and earnings related compensation is payable to the teacher, normal pay is to continue and the employing authority is to obtain reimbursement of earnings related compensation from the Accident Compensation Corporation in accordance with the usual procedure.

- (d) If the accident was work-related there is no debit against sick leave entitlement. However, if the accident was non-work related, the sick leave entitlement is debited to the extent to which the salary payable for time actually worked plus the earnings related compensation is made up to give normal full salary provided the teacher has a sick leave entitlement available.

APPENDIX F: Resource Teachers Learning and Behaviour (RTLB)

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

For the purpose of the clauses below:

- (a) A 'lead school employer' is a school in a new or transformed cluster which has taken on the role of employing all RTLB within the new cluster.
- (b) A 'ceasing school employer' is a school that is ceasing to receive cluster resourcing for the RTLB they currently employ and which is therefore disestablishing existing RTLB positions.
- 1.2. When the new lead school employer is identified, and where it is not the current employing school, the ceasing school employer shall write to each RTLB it employs giving notice of disestablishment of her/his position from 27 January 2012.
- 1.3. Concurrently the new lead school employer will write to all permanent RTLB in ceasing employing schools in the transformed cluster and offer her/him an equivalent¹ RTLB position in the transformed cluster.
- 1.4. Where an RTLB accepts the offer from the lead school employer s/he shall be appointed to that position, subject to the provisions below.

RTLB who accept a position with a new lead school employer shall:

- (a) transfer on to a base salary step no less than currently received.
- (b) retain additional permanent unit(s) and/or management allowances allocated by the current employer under clauses 4.3 and 4.3A of the STCA for one year from the date of commencement with the new employer whilst the RTLB continues to hold an RTLB position in the new cluster.
- (c) retain additional fixed term unit(s) and/or management allowances allocated by the current employer under clauses 4.3 and 4.3A of the STCA 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 High Priority Teacher Supply Allowance (clause 4.13) or the Staffing Incentive Allowance (clause 4.12) as long as they continue to be located in the school which attracts such allowances.
- (e) retain continuous service for leave purposes.

¹ Equivalent Position

An 'equivalent position' is a position that is:

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

- 1.5.** (a) Permanent RTLB who decline the offer of employment from the lead school employer shall be deemed to be in disestablished positions and the normal surplus staffing entitlements in 3.9.4 shall apply except that, for the avoidance of doubt, the parties agree that;
- (i) those provisions pertaining to school mergers or closures shall not apply, and;
- (ii) 3.9(2)(e) does not apply.
- (b) The requirements relating to the refund of severance payments in clause 3.9.4(3)(f) and 3.9.4(4)(d) shall apply to RTLB taking up fixed term employment as well as permanent employment.
- 1.6** RTLB shall notify their ceasing employer and the new lead school employer of their decision to accept or decline the new position no later than 21 November 2011 and, if they decline it, which option they have chosen no later than 27 January 2012.
- 1.7** Any position remaining unfilled after this process will be part of a normal appointment process (clause 3.2 of this Agreement refers).
- 1.8** RTLB who are or who become housed in host schools which attract the HPTSA or the staffing incentive allowance, shall also be entitled to such allowances, provided that these allowances are not payable in respect of both the lead and host school.
- 1.9** For the purposes of this variation those RTLB employed in a fixed term position which will extend beyond 28 January 2012 will be offered employment to an equivalent RTLB position with the new lead employer for a fixed term corresponding with the remaining period of their original fixed term position.
- 1.10** Coverage
The parties agree to vary clause 1.4 STCA by adding the following subclause:
- 1.4(c) The Secondary Teachers' Collective Agreement shall apply to those RTLB who are no longer covered by 1.4(a) of this collective agreement after 28 January 2012 (but who were covered by it as at 27 January 2012) and who accept employment in the new lead employing school, so long as they remain employed as an RTLB with that lead school employer, and remain a member of the Association.
- 1.11** Remuneration Cluster Managers and RTLB Lead Practitioners
The parties agree to vary Part Four STCA by adding the following clauses:
- 4.20** 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.
- 4.21** 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 4.1.1.A
 - An allowance equivalent to the Special Duties Increment Allowance paid to all RTLB (4.19)
 - One unit per annum (as per clause 4.1.1 C).
 - Any leadership payments allocated under clause 4.20 above.

APPENDIX G: Staffing Mergers

1.1 Operation of staffing merger processes

- 1.1.1 The purpose of these provisions is to:
- (a) Provide a staffing-merger process that facilitates a fair and orderly transition;
 - (b) Ensure an appropriate management structure is in place to enable the re-organised school to function efficiently and effectively;
 - (c) Ensure continuity of curriculum delivery at the merging schools prior to merger
 - (d) Ensure that as many teachers as possible currently employed are re-assigned or re-confirmed to positions in the process of merger.
 - (e) Ensure the curriculum, management and pastoral needs of the reorganised school are met.
- 1.1.2 Except as provided below, the staffing merger process outlined in this Appendix shall be followed from the date of the Gazetting of the merger.
- 1.1.3 The term 'merging schools' includes the merging school(s) before the date of merger; 'merged school' is the continuing school from the date of merger.
- 1.1.4 A merger committee will be established to implement the processes in this Appendix.

1.2 Staffing needs analysis

- 1.2.1 Actual vacancies that appear at the school from the Gazetting of the date of merger shall be filled with temporary appointments, except that if curriculum delivery is threatened, the employer may determine, in consultation with the Ministry of Education, that any such position may be made permanent, subject to any staffing limitations.
- 1.2.2 Throughout the staffing merger process the employer shall attempt to meet any reduction required by the use of attrition. Attrition is the non-replacement of employees who die, retire, resign, or transfer.
- 1.2.3 The merger committee, in consultation with the nominee of the Executive of the Association, shall work to document:
- (a) An analysis of the current staffing usage at the affected schools; and
 - (b) A teacher/subject analysis. This will include subjects taught at each year level over recent years; and
 - (c) An analysis of the likely curriculum, pastoral, and management positions of the merged school
- 1.2.4 As a result of this process, draft staffing schedules shall be developed and made available to each teacher, and to the nominee(s) of the Executive of the Association, for comment and feedback to the representative of the employer.
- 1.2.5 No less than five (5) working days be made available for this feedback to occur before any further step is taken, unless otherwise agreed.
- 1.2.6 If there are alterations to these drafts, the amended versions shall also be made available for a further three working days.

1.3 Expressions of interest

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

- 1.3.2 Teachers shall have at least 1 calendar week's notice of the closing date for expressions of interest in the position(s) at the merged school.

1.4 Voluntary Options

- 1.4.1 Following the publication of the staffing schedules, the employer boards shall seek written expressions of interest in the following voluntary options, as detailed in clause 3.9.4 of this agreement:
- (a) supernumerary employment of 40 (forty) school weeks at the merged school (see 3.9.4(1));
 - (b) supernumerary employment of 40 (forty) school weeks in another school (see clause 3.9.4(1));
 - (c) retraining (see 3.9.4(2)) ;
 - (d) severance (see 3.9.4(3));
 - (e) long-service payment (see 3.9.4(4)).
- 1.4.2 Teachers may continue to volunteer for the options without prejudice or withdraw from them at any point in the staffing merger process, providing the employer has not already accepted the offer in writing.
- 1.4.3 The employer shall not be bound to agree to any voluntary offer. The employer's decision shall be final.

1.5 Staffing merger

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

1.6 Re-assignment to Functionally Equivalent Positions

- 1.6.1 If a teacher expresses a preference for a position that is determined to be the functional equivalent of his/her current position, and s/he is the only suitably qualified and experienced teacher for that position, s/he shall be reassigned to that position, subject to the provisions in this section.
- 1.6.2 Teachers may be reassigned to the teacher's preferred position or to a position for which they are appropriately qualified and experienced.
- 1.6.3 Where there are more teachers in positions that are functionally equivalent, than there are such positions at the merged school, the employer shall seek internal applications for the position(s) from those teachers and shall reassign the most suitable candidate(s) based upon merit.

- 1.6.4 The number of units (or, where applicable, the number of middle management allowances) held by a teacher shall not give a greater or lesser entitlement to a functionally equivalent position at the merged school.
- 1.6.5 A teacher who is reassigned to a position with fewer permanent units shall be reminded of the options available in clause 1.4.1 of this Appendix.
- 1.6.6 Teachers who are not reassigned to a functionally-equivalent position at the merged school may, subject to 1.7 below, be reconfirmed in a teaching position.

1.7 Reconfirmation

- 1.7.1 The employer shall reconfirm (as defined in clause 1.5.1 above) employees to suitable positions at the merged school. Reconfirmation may be to a teacher's preferred position or to a position for which they are appropriately qualified and experienced.
- 1.7.2 Where there are two or more teachers eligible for re-confirmation to a single position, the employer shall reconfirm the most suitable candidate(s) based upon merit.
- 1.7.3 Teachers who are not reconfirmed in a position in which they have expressed interest at the merged school may be reconfirmed in any vacant teaching position for which they are suitable, or could become suitable with access to re-training.

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

1.8 Unfilled Positions

- 1.8.1 Where positions are created at the merged school that have no direct equivalent in the merging schools, such position(s) shall be advertised nationally in the Education Gazette and existing teachers may apply for them. Selection shall be on merit with no automatic right to such positions.
- 1.8.2 Actual vacancies at the merged school that remain unfilled after the completion of the processes for reconfirmation and reassignment shall be advertised nationally in the Education Gazette. Selection shall be on merit with no automatic right to such positions.

1.9 Notice and Disestablishment of positions

- 1.9.1 The employer shall give notice of all positions that are to be disestablished at least two months prior to the date of disestablishment.
- 1.9.2 Subject to 1.9.3 below, the positions of permanently appointed teachers who are not reconfirmed or reassigned to positions in the merged school through the operation of sections 1.6-1.7 of this Appendix shall be disestablished on the last day of the school year in which the merger is Gazetted.
- 1.9.3 If, as a consequence of exceptional administrative delays, the notice of disestablishment has been issued after 27th November in the year of the Gazetting of the merger, then the date of disestablishment shall be two months from the date that the notice was issued.
- 1.9.4 Teachers whose positions are to be disestablished, and who have not already identified voluntary options, must be offered the options identified in clause 1.4.1 of this Appendix at least two months before their positions are disestablished.
- 1.9.5 If, during the two-month notice period, a suitable permanent position arises at the merged school the teacher may seek reassignment or reconfirmation to that position and if suitably qualified and experienced he/she shall be reassigned or reconfirmed in that position.

- 1.9.6 The provisions of 3.9.4 of this Agreement shall apply from the date of disestablishment.
- 1.9.7 If no option has been selected by the effective date of disestablishment, the teacher will be deemed to have supernumerary status in the merged school.
- 1.9.8 Upon termination of the supernumerary period, teachers who complete their supernumerary employment of 40 school weeks at the merged school and have yet to secure a permanent position in another state or state-integrated school, will retain an entitlement to removal expenses as per clause 8.2 and Appendix C of this Agreement for a period of 12 months from the cessation of their supernumerary employment. This entitlement will cease on permanent appointment to another teaching position in a state school.
- 1.9.9 A permanent part-time teacher who is offered a position with reduced hours at the reorganised school may either elect:
- (a) that the position has been disestablished and the provisions of clause 1.4 shall apply; or
 - (b) to accept the position with reduced hours, in which case from the date of disestablishment the teacher shall be timetabled for the reduced number of hours but for a period of forty school weeks shall continue to be paid for the number of hours which applied to the original position.
- 1.9.10 A permanent part-time teacher who elects the option in 1.9.9(b) shall receive an allowance calculated as the difference between their fortnightly salary in the new position accepted by the teacher and their fortnightly salary based on the number of hours which applied to the original permanent position. Where the teacher's hours are increased during any one fortnight, the value of the allowance in that fortnight shall be abated accordingly. The value of the allowance shall not increase where the teacher works reduced hours in the new position in any one fortnight. The teacher shall receive the allowance over the number of weeks of entitlement set out in 1.9.9(b).

1.10 Units

- 1.10.1 All holders of permanent units who are reconfirmed or reassigned to positions at the reorganised school which are reduced in status as a result of the application of these provisions shall have salary protection for 1 year from the establishment of the merged school.
- 1.10.2 Fixed-term units already allocated to teachers prior to the official date of merger shall continue until the agreed expiry date of those units where the teacher is reconfirmed or reassigned at the merged school.
- 1.10.3 At the beginning of the new school year, the employer shall under clause 4.3.1 of this Agreement, following consultation with the teaching staff, determine the use of any unallocated units subject to 1.10.2 above.

APPENDIX H: Surplus Staffing Procedures

- 1.1 Where a school is required to reduce staffing or alter the status of positions because of the operation of clause 3.9.1(a) of this agreement, the following procedures will apply:
- (a) The employer shall inform employees of the number of full-time teaching equivalent (FTTE) positions to be disestablished and the number of positions to which units are allocated to be altered in status.
 - (b) The employer shall attempt to meet any reduction required by the use of attrition. Attrition is the non-replacement of employees who die, retire, resign, transfer or are promoted. The employer will adopt a policy of reviewing vacancies when staff surpluses are expected to arise whereupon a partial or complete freeze will be placed on recruiting new permanent employees and/or promotions.
- 1.2 Where the reduction in staffing or alterations in status of positions cannot be fully met by attrition the following voluntary options, as defined in clause 3.9.4, will be made available to employees:
- (a) Supernumerary employment;
 - (b) Retraining;
 - (c) Long service payment
- provided that the employer shall not be bound to agree to any voluntary offer. The employer's decision shall be final. In the case of employees who are job sharing this clause will only apply where both employees volunteer for the options.
- 1.3 Where the staffing reductions or alterations in status cannot be fully met by using attrition and voluntary options the remaining reductions or alterations shall be made in accordance with the following:
- (a) A detailed analysis of the school's current curriculum and pastoral needs and of the projected needs for the following year will be carried out after consultation with employees. The completed analysis will be made available to employees and the Association.
 - (b) The employer after consultation with a nominee of the national executive of the Association will identify the basic scale teaching positions to be disestablished in accordance with the following guidelines in the order stated:
 - (i) the curriculum balance within the school and pastoral care considerations;
 - (ii) the tenure of the position(s) being considered; and
 - (iii) the duration of service in the school of employees holding any positions being considered.

Note: *Trained beginning employees in their first year have absolute protection and their positions cannot be considered for disestablishment.*
 - (c) Any teacher whose position is disestablished as a result of the operation of clause 1.3 above shall have available the following options, as defined in clause 3.9.4 of this agreement:
 - (i) Supernumerary employment;
 - (ii) Retraining;
 - (iii) Severance payment;
 - (iv) Long service payment.

- (d) The employer after consultation with a nominee of the national executive of the Association will identify the positions to which units are allocated to be altered in status in accordance with the following guidelines in the order stated:
 - (i) the balance of the distribution of the units within the school and will take cognisance of the administrative, curricular and pastoral needs of the school;
 - (ii) duration of service in the school of employees holding any positions being considered.
 - (e) A teacher whose position is reduced in status shall have available the period of salary protection set out in clause 3.9.5(b).
 - (f) A judgement of whether the teacher is competent to teach is not one of the criteria for selection and should not be a consideration for disestablishment. Matters of competence shall be dealt with in terms of clause 3.3 of this agreement.
- 1.4 A teacher whose position is to be disestablished or reduced in status shall be:
- (a) Notified of the change at least two months before the effective date of disestablishment or reduction; and
 - (b) In the case of employees whose position is to be disestablished, notified of the options available in clause 3.9.3 and Appendix H of this agreement; or
 - (c) In the case of employees whose position is to be reduced in status, notified of the options available in clause 3.9.5 and Appendix H of this agreement.
- 1.5 Re-establishment of positions which become available after the issuing of disestablishment notices:
- (a) When disestablishing positions or units in accordance with clause 1.3 above the employer shall determine and record the order of disestablishment.
 - (b) If, as a consequence of roll change or staff changes following the issuing of notice(s) of disestablishment, one or more positions become available then, in the curriculum areas in which the positions have become available, the notice(s) of disestablishment shall be withdrawn in reverse order to the record of disestablishment.

Supplement 1 Professional Standards for Secondary Teachers – Criteria for Quality Teaching

Dimension	Beginning Classroom Teachers	Classroom Teachers	Experienced Classroom Teachers
	Beginning Classroom Teachers have not yet attained full registration. They are working with the advice and guidance of the school towards gaining the expected skills and knowledge of the Classroom Teacher.	Classroom Teachers have taught for at least two years, have attained full registration and display a high level of competence in the performance of their day-to-day teaching responsibilities.	Experienced Classroom Teachers are highly skilled practitioners and classroom managers (see clause 4.2.3 of the Secondary Teachers' Collective Agreement). They have a highly developed understanding of teaching and learning and, as such, provide highly effective classroom environments and are able to support and provide assistance to teaching colleagues.
Professional Knowledge	<p>are expanding knowledge, with advice and guidance, in:</p> <ul style="list-style-type: none"> • the practical application of curriculum, learning and assessment theory • current issues and initiatives in education, including Maori education 	<p>are competent in relevant curricula demonstrate a sound knowledge of current learning and assessment theory demonstrate a sound knowledge of current issues and initiatives in education, including Maori education</p>	<p>demonstrate a significant depth of knowledge in the theory and practical application, where appropriate, of:</p> <ul style="list-style-type: none"> • curricula relevant to their teaching speciality(ies) • learning and assessment theory and developments • the current issues and initiatives in education, including Maori education
Professional Development	<p>are receiving professional support and encouragement to successfully:</p> <ul style="list-style-type: none"> • participate in available professional development opportunities appropriate to individual needs and school priorities including opportunities relating to the Treaty of Waitangi 	<p>demonstrate a commitment to their own ongoing learning participate individually and collaboratively in professional development activities continue to develop understandings of the Treaty of Waitangi</p>	<p>demonstrate a high level of commitment to:</p> <ul style="list-style-type: none"> • further developing their own knowledge and skills • encouraging and assisting colleagues in professional development • further developing understandings of the Treaty of Waitangi

Dimension	Beginning Classroom Teachers	Classroom Teachers	Experienced Classroom Teachers
Teaching Techniques	<p>are, with professional guidance, developing effective strategies in regard to:</p> <ul style="list-style-type: none"> • programme planning and assessment design • teaching techniques • development and appropriate use of teaching resources • use of currently-available technologies • evaluation and reflection on teaching techniques and strategies 	<p>plan and use appropriate teaching programmes, strategies, learning activities and assessments</p> <p>demonstrate flexibility in a range of effective teaching techniques</p> <p>make use of appropriate technologies and resources</p> <p>impart subject content effectively</p> <p>evaluate and reflect on teaching techniques and strategies with a view to improvement</p>	<p>demonstrate expertise and refined strategies in:</p> <ul style="list-style-type: none"> • the development and practice of teaching programmes and resources, learning activities and assessment regimes • highly effective teaching techniques • evaluation, appraisal and reflection on their own and others' teaching practices with positive outcomes
Student Management	<p>are developing sound understandings and strategies, within the confines of available resources, to:</p> <ul style="list-style-type: none"> • manage student behaviour • recognise individual learning needs • develop positive and safe physical and emotional environments • recognise diversity 	<p>manage student behaviour effectively</p> <p>establish constructive relationships with students</p> <p>be responsive to individual student needs</p> <p>develop and maintain a positive and safe physical and emotional environment</p> <p>create an environment which encourages respect and understanding</p> <p>maintain a purposeful working environment</p>	<p>demonstrate expertise and refined strategies in:</p> <ul style="list-style-type: none"> • the development and maintenance of environments which enhance learning by recognising and catering for the learning needs of a diversity of students • managing student behaviour effectively
Motivation of Students	<p>are receiving professional guidance and demonstrating increasing competence in:</p> <ul style="list-style-type: none"> • setting expectations which promote learning • effective techniques in student motivation 	<p>engage students positively in learning</p> <p>establish expectations which value and promote learning</p>	<p>demonstrate a high level of effectiveness in:</p> <ul style="list-style-type: none"> • encouraging positive school-wide engagement in learning • fostering and practising cultures of learning and achievement

Dimension	Beginning Classroom Teachers	Classroom Teachers	Experienced Classroom Teachers
Te Reo me ona Tikanga	<p>are expanding knowledge and developing sound skills, with advice and guidance in:</p> <ul style="list-style-type: none"> • accurate pronunciation of basic Maori vocabulary • common greetings and waiata • basic Maori protocols 	<p>continue to develop understandings and skills in the appropriate usage and accurate pronunciation of Te Reo Maori</p> <p>demonstrate an understanding of basic Maori protocols when opportunities arise</p>	<p>demonstrate commitment to the promotion in education of:</p> <ul style="list-style-type: none"> • the appropriate and accurate use of Te Reo Maori • the adoption of Maori protocols where appropriate
Effective Communication	<p>are demonstrating, with the support of senior staff, growing ability to successfully:</p> <ul style="list-style-type: none"> • communicate effectively with students, families, whanau and caregivers • report on student progress • share information with colleagues 	<p>communicate clearly and effectively in either or both of the official languages of New Zealand</p> <p>provide appropriate feedback to students</p> <p>communicate effectively with families, whanau and caregivers</p> <p>share information with colleagues</p>	<p>demonstrate particular skill and success in:</p> <ul style="list-style-type: none"> • communicating effectively with students • reporting on student achievement to students, families, whanau and caregivers • inter-staff communications
Support for and Co-operation with Colleagues	<p>are receiving professional support and encouragement to successfully:</p> <ul style="list-style-type: none"> • build professional relationships • contribute where appropriate to professional development activities 	<p>maintain effective working relationships with colleagues</p> <p>support and provide assistance to colleagues in improving teaching and learning</p>	<p>demonstrate a high level of commitment to:</p> <ul style="list-style-type: none"> • encouraging and fostering effective working relationships with and between others • providing support and assistance to colleagues where appropriate
Contribution to Wider School Activities	<p>are demonstrating a willingness to be involved in activities which contribute positively to the life of the school.</p>	<p>contribute positively to the life of the school and its community</p>	<p>contribute towards the effective functioning of the total school operation, including the school's relationship with parents and the wider community</p>

Unit Holders

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

In addition, they must meet the following standards, where they are applicable, in respect of their leadership responsibilities. When the following standards do not fully express the key expectations of unit holders, these standards may be amended and/or alternative standards can be adopted with the agreement of the unit holder and the employer. Standards which are not applicable should be disregarded.

Resource Management

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

Staff and Student Management

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

Professional Leadership

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

Guidance Counsellors and RTLBs

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

Secondary Teachers' Collective Agreement (STCA)

Terms of Settlement

16 March 2011

This document sets out the agreed components of the settlement of the Secondary Teachers' Collective Agreement 2011 – 2013. This collective agreement has been settled between the Ministry of Education and the Post Primary Teachers' Association (PPTA) and shall be subject to ratification by PPTA 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 the agreement, including appendices.

The Secondary Teachers' Collective Agreement shall be effective from the date of settlement of the collective agreement (16 March 2011) and will expire on 15 January 2013.

The parties agree that they will meet to agree on a bargaining process agreement and then to present their respective claims for a new Secondary Teachers' Collective Agreement in mid October 2012. The parties agree that bargaining can commence following the presentation of claims, notwithstanding that this may be prior to the formal initiation of bargaining for a new Secondary Teachers' Collective Agreement.

1. Lump Sum Payment

All trained teachers (i.e. teachers who hold a recognised teaching qualification) who are covered by the Secondary Teachers' Collective Agreement at the date of settlement shall be entitled to receive a one-off gross payment of \$300 (pro-rata for part-time teachers as at the date of settlement).

All untrained teachers (i.e. teachers who do not hold a recognised teaching qualification) who are covered by the Secondary Teachers' Collective Agreement at the date of settlement shall be entitled to receive a one-off gross payment of \$800 (pro-rata for part-time teachers as at the date of settlement).

Teachers who were covered by the Secondary Teachers' Collective Agreement at the date of settlement and who are on approved leave under Part 6 of this collective agreement at the date of settlement shall be entitled to receive the payment on their return to their permanent positions providing that they return on or before 30 June 2011.

Short-term relievers as at 5pm on the date of settlement shall be entitled to receive the payment pro-rata based both on their employment status and on the number of school days (128) between 19 July 2010 and 15 March 2011 for which they have been employed.

A trained teacher may not receive more than \$300 gross in total and an untrained teacher may not receive more than \$800 gross in total.

2. Salary Scales

Base scale salary adjustments for trained teachers, who will translate to the new step on the Base Scale – Trained Teachers on 13 April 2011, are as follows:

Current step 12 April 2011	New step 13 April 2011
1	N/A
2	N/A
3	S1
4	S2
5	S2
-	S3
6	S4
7	S5
8	S6
9	S7
10	S8
11	S9
12	S10
13	S11
14	S12

A separate base scale for untrained teachers will be introduced – Base Scale – Untrained Teachers.

No teacher's increment date will change as a result of translation to the Base Scale – Trained Teachers or the introduction of the Base Scale – Untrained Teachers.

Refer clause 4.1

3. G Notations and Qualifications for salary purposes

The G notations are amended for clarity.

Add to Note 1 that Level 8 qualifications shall contain at least 72 credits at level 8.

Add a new Note 4 – “Overseas teachers’ who are assessed by NZQA as holding a comparable teacher education qualification (including a level 7 Graduate Diploma of Teaching) but no subject/specialist qualification defined by the ‘G’ notations, shall be placed in G2.”

The parties agree that the matter covered by the new Note 4 will be referred to the issues committee in accordance with Note 7. In the event that the issues committee resolves a different placement under the ‘G’ notations it is agreed that any new ‘G’ qualification group shall apply to any teacher placed in G2 during the term of this collective agreement in accordance with the new Note 4.

Consequential renumbering of Notes 4 to 5, 5 to 6 and 6 to 7 respectively.

A new clause is added to clause 4.2.2. to assist those teachers who commence their first teaching position within six months prior to the completion of a recognised teaching qualification.

For clarity:

- Any teacher who completed a recognised course of teacher education since 1 November 2007, and who applies, or who applied, for a salary assessment under clause 4.2.2 after 1 June 2008, may reapply under clause 4.2.2(e) for a salary assessment.
- This change will mean that any relevant work experience (as per Appendix A; clause 1.4) will be added to the “relevant minimum step payable for the relevant qualification group”.

Refer to clause 4.2.2 (e).

4. Middle Management Allowances

From the beginning of the 2012 school year, 1000 additional Middle Management Allowances will be generated and distributed by formula in the Staffing Order which can be allocated by the employer, following consultation with its teaching staff, to teachers who meet the criteria outlined in clause 4.3A.2.

From the beginning of the 2013 school year, a further 1775 Middle Management Allowances will be generated and distributed by formula in the Staffing Order which can be allocated by the employer, following consultation with its teaching staff, to teachers who meet the criteria outlined in clause 4.3A.2.

The new formula required for the distribution of the additional MMAs will be developed in consultation with PPTA.

Refer to clause 4.3A.

5. Senior Managers' Sabbaticals

From the beginning of the 2012 school year, ten additional sabbaticals of 10 weeks duration will be made available for senior managers (as defined in clause 4.3B). These sabbaticals will be available only for approved professional learning. The criteria are to be developed by the parties in consultation with New Zealand School Trustees Association (NZSTA) by 1 June 2011.

Refer to new clause 6.6.7A.

6. Kapa Haka and Polyfest attendance

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

The allocation and co-ordination of this new entitlement will be administrated by the PPTA, in the same manner that the existing entitlement to relief teaching for the organisers of Kapa Haka is administered and in the same manner that Ngā Manu Kōrero is administrated, which is that principals are invited to apply directly to PPTA for the teacher relief days. The applications are verified, approved and notification sent to the Ministry of Education (Resourcing Division).

Refer to clause 3.6A.

7. Beginning Teachers Support

From the beginning of the 2012 school year the Beginning Teacher Time allowance will be applied prior to the provisions for non-contact time.

Refer to clause 3.8 and 5.25

8. Head of Department Beginning Teacher Time Allowance

From the beginning of the 2012 school year each school will receive an additional 0.04 FTTE for each year-two beginning teacher who is granted a beginning teacher allowance as in clause 3.8.

Refer to clause 3.8A.1.

9. Work Transition

From the beginning of term three 2011, the collective agreement will enable full-time teachers to reduce their hours without re-advertising the position, subject to their board's agreement. The parties agree to develop joint administrative guidance within four months of settlement for schools to support the implementation of this change.

Refer to Note at the end of clause 3.2.2(a)

10. Relevant Work Experience other than Teaching

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

Refer to Appendix A; clause 1.4.1.

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

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

Refer to Appendix A; clause 1.4.2.

11. Teacher Competence Provisions

The teacher competence provisions will be simplified without changing their intent or application.

Refer clause 3.3.

12. Statement of the Parties

The statement of the parties is deleted from the agreement. Part Two is held in reserve within the agreement.

13. Overseas Teacher Time Allowance

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

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

Refer to clause 3.8C.

14. Te Aho o Te Kura Pounamu (The Correspondence School) lunch break

It is recognised that teachers at Te Aho o Te Kura Pounamu (The Correspondence School) may take their one hour lunch break between the hours of 12.00 (noon) and 2.00 pm (unless otherwise agreed), provided that the timing of the lunch break will not interfere with operational activities.

Refer clause 11.2.2

15. Class size

The Ministry and the PPTA agree that more work is desirable between the two parties to ensure staffing is most appropriately delivered to schools. Accordingly, the parties agree to work together to achieve the objectives of maintaining flexibility of class sizes in secondary schools, considering the impact of class size, and developing solutions for classes that are too large. This work will recognise the progress made since 2008 of employers using their reasonable endeavours to achieve, for each individual teacher with more than one class, an average class size of no more than 26 students, and the parties urge schools to further this progress.

To achieve this, the parties will establish a joint Secondary School Staffing Group composed of representatives from the Ministry, PPTA, NZSTA and principal groups. The PPTA's General Secretary (or his nominee) and a Deputy Secretary (or their nominee) from the Ministry of Education will jointly chair the group. The group will seek to ensure an equal balance between employer and employee interests in its membership.

Terms of reference, including membership, provision of a secretariat to support the group's work, and regularity of meeting will be drafted, with a goal to achieve agreement of all parties, prior to ratification being complete. The parties agree to an initial exchange of information (including requests for information), and the convening of the group before 15 April 2011 (assuming ratification by the end of March 2011).

The group will complete its final report to the Secretary for Education by September 30th 2011 (again assuming ratification by the end of March 2011) that will identify current practices and any staffing changes, if needed, to meet the group's objectives. The group will also identify appropriate mechanisms (such as the collective agreement or staffing orders) to achieve these objectives, with the first phase of implementation commencing in 2012/13.

The parties note that if any additional staffing is found to be required the cost will need to be found within Vote Education baselines.

16. Associate Teacher Allowance

The Associate Teacher Allowance of \$3.19 will be the minimum rate for the allowance. Where a rate above the minimum rate is to be paid the rate shall be consistent with arrangements made between the provider and the Board.

Refer clause 4.11.1 and 4.11.1(f).

17. Outstanding Matter – non-contact for part-time employees

The parties will convene a work group to consider possible mechanisms, (and the implications of those mechanisms), for implementing equitable non-contact time for part time teachers. The group will, as part of their work, consider previous information arising from the 2004-07 Secondary Teachers' Collective Agreement workstream and by the tripartite compulsory schooling sector Pay and Employment Equity review. The aim is to seek agreement on the mechanism fairest to the parties, employers and employees.

Consideration will be given for a way of progressing this forward such as by variation to the collective agreement or addressing as part of the next bargaining round, noting that no funding is guaranteed at the time of settlement.

The work group will complete this work within nine months from the date of settlement.

18. Incorporation of four variations agreed by the parties during the term of the previous collective agreement, as follows:

- 1.4(a) Coverage in Te Aho o Te Kura Pounamu (The Correspondence School) which updates the coverage clause.
- 1.8(e) Definition of a secondary school which clarifies that junior and senior high schools are included in the category 'secondary school'.
- 4.9 Service Qualification Increment which applies the increment from the date the teacher becomes eligible through meeting service and/or qualifications criteria rather than the date the Secretary for Education approves it.
- 4.19 Maori Immersion Teachers' Allowance which allowed part time teachers to receive a pro-rated MITA.

19. Technical Matters

Technical matters as agreed to and those contained in the attached schedule. These technical matters include:

- Clause 3.13 – updating the retirement provisions available for teachers;
- Clause 4.10.1 - the careers allowance can only be split in a job-share situation;
- Clause 3.8B - the clauses about the Specialist Classroom Teacher (SCT) have been brought together.

The parties on signing this document acknowledge, subject to any subsequent agreed editorial changes, that this, including the attachments, reflects the agreements reached in the settlement of the Secondary Teachers' Collective Agreement 2011-2013.

Terms of Settlement signed at Wellington on 16 March 2011

Marion Norton
Industrial Advocate
PPTA

Nick Kyrke-Smith
Advocate
for the Secretary for Education

Witnessed by

Colin Davies
Manager Services Delivery
NZSTA

STCA signed at Wellington on 11 April 2011

Marion Norton
Industrial Advocate
PPTA

Nick Kyrke-Smith
Advocate
for the Secretary for Education

Witnessed by

Colin Davies
Manager Services Delivery
NZSTA