

Secondary Teachers' Collective Agreement

PART ONE: General.....	6
1.1 Name of the Agreement	6
1.2 Parties	6
1.3 Application.....	6
1.4 Coverage.....	6
1.5 Employees and Employers Bound Subsequent to Settlement.....	7
1.6 Term of Agreement	7
1.7 Variations.....	7
1.8 Definitions.....	7
1.9 Additional Payments.....	8
PART TWO: RESERVED	11
PART THREE: Terms of Employment.....	12
3.1 Good Employer/Equal Employment Opportunities.....	12
3.2 Appointments	12
3.2A Start of Year	14
3.3 Teacher Competence	15
3.4 Teacher Conduct and Discipline	16
3.5 Resolving Conflict in a Māori Context	17
3.6 Nga Manu Korero.....	18
3.6A Kapa Haka and Polyfest Relief Provisions	18
3.7 Te Atākura Time Allowance	18
3.8 Beginning Teacher Time Allowance	18
3.8A Head of Department Beginning Teacher Time Allowance.....	19
3.8B Specialist Classroom Teacher.....	20
3.8C Overseas Teacher Time Allowance	21
3.8D Kāhui Ako-level Induction and Networking Programmes.....	21
3.8E Pastoral Care Time Allowances.....	22
3.9 Surplus Staffing and Merger Provisions.....	23
3.10 Return from a Period of Childcare	37
3.11 Termination of Appointment.....	37
3.12 Medical Retirement	38
3.13 Retirement Savings Scheme.....	39
3.14 Savings	39

3.15	Declaration Pursuant to Act	39
3.16	Professional Development Funding	40
3.17	Knowledge in te reo and mātauranga Māori	40
PART FOUR: Remuneration.....		41
4.1	Salary Scales.....	41
4.2	Application of Salaries	44
4.3	Units	47
4.3A	Middle Management Allowances.....	47
4.3B	Senior Management Allowances	49
4.4	Payment of Salaries	49
4.5	Payment for Public Holidays	51
4.6	Effective Date of Salary Increases on Promotion	51
4.7	Salary Protection	52
4.8	Holiday Pay	52
4.9	Service/Qualification Increment.....	53
4.10	Careers Adviser Allowance	54
4.11	Associate Teacher Allowance	55
4.12	Staffing Incentive Allowance	55
4.13	High Priority Teacher Supply Allowance	56
4.14	Bus Controller's Allowance.....	57
4.15	Acting Principal	57
4.16	Acting in a Higher Position other than Principal.....	57
4.17	Compassionate Grant	58
4.18	Māori Immersion Teacher Allowance.....	59
4.19	Special Duties Increment Allowance	60
4.20	Leadership Payments	60
4.21	Cluster Manager Remuneration	61
4.22	Allowances for Kāhui Ako Leadership Role	61
4.23	Allowances for Kāhui Ako Teacher (across community) Role	61
4.24	Allowances for Kāhui Ako Teacher (within school) role	63
4.25	Pacific Bilingual Immersion Teaching Allowance.....	66
4.26	Community Liaison Roles – trial	66
4.27	Learning Support Coordinators	66
PART FIVE: Hours of Work.....		68
5.1	Days and Hours of Work.....	68
5.2	Timetabling Policy	69

5.3	Timetabled Contact and Non-Contact Time.....	70
5.4	Length of the Timetabled School Day, School Week and School Year.....	71
5.5	Class Size	72
5.6	Term Breaks and Other Times When Schools Are Not Open For Instruction.....	72
PART SIX: Leave.....		74
6.1	Leave under the Holidays Act 2003.....	74
6.2	Sick Leave	74
6.3	Parental Provisions.....	78
6.4	Bereavement/Tangihanga Leave for Death in New Zealand or Overseas.....	79
6.4	Ngā Whakarite Tuku Tangihanga.....	80
6.5	Leave for Family Reasons.....	81
6.6	Special Leave	82
6.7	Refreshment Leave.....	84
6.8	Other Forms of Leave.....	86
6.9	Travelling Time for Leave Purposes.....	86
6.10	Leave Records.....	86
PART SEVEN: Travelling Allowances, Reimbursements and Expenses		87
7.1	Travelling Expenses	87
7.2	Meal Allowance	87
7.3	Field Allowance	87
7.4	Use of Private Vehicles for Official Business	87
7.5	Meetings and Courses	88
7.6	Subscription to Professional Association.....	88
7.7	Allowances for Relieving Teachers	88
7.8	Consumables for Teachers' Use	89
7.9	Tea Allowance	89
7.10	Miscellaneous Expenses.....	89
PART EIGHT: Removal Expenses		90
8.1	Eligibility	90
8.2	Entitlement	92
PART NINE: Employment Relationship Problem Resolution Provisions		93
9.1	Employment Relationship Problem Resolution Services	93
9.2	Personal Grievances.....	94
9.3	Settlement of Personal Grievances	99
9.4	Special Procedures When Sexual Harassment Alleged	100
9.5	Disputes	100

PART TEN: Association Matters	101
10.1 Association Leave.....	101
10.2 Right of Access	101
10.3 Association Deductions	101
10.4 Paid Union Meetings [s.26 Employment Relations Act 2000].....	101
10.5 Employment Relations Education Leave.....	102
PART ELEVEN: Te Aho o Te Kura Pounamu (Correspondence School).....	103
11.1 General.....	103
11.2 Hours of Work	103
11.3 Procedures for Determining Surplus Staffing	103
11.4 Off-Site Allowance.....	108
11.5 Management Allowances.....	108
PART TWELVE: Health and Safety.....	110
12.1 General.....	110
12.2 Protective Clothing	110
12.3 Safety Glasses.....	110
12.4 Immunisation	110
APPENDIX A: Salary on Appointment	111
APPENDIX B: Medical Retirement – Serious Illness	115
APPENDIX C: Removal Expenses	120
APPENDIX D: General Expenses, Allowances and Reimbursements.....	124
APPENDIX E: Resource Teachers Learning and Behaviour (RTLb)	125
APPENDIX F: Sick Leave Translation	127
SIGNATORIES	129
SUPPLEMENT 1: Professional Standards for Secondary Teachers – Criteria for Quality Teaching	130
SUPPLEMENT 2: Service/Qualification Increment.....	134
TERMS OF SETTLEMENT	135
ANNEX 1:.....	142

This page has been left blank intentionally.

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 Public Service Commissioner made pursuant to clause 6 of schedule 3 of the Public Service Act 2020 and acting in accordance with section 586 (5) of the Education and Training Act 2020; 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 school board 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 (including activity centres); and
 - Teachers in Year 7-13 schools and their subsidiary units (including activity centres); and
 - Specialist secondary teachers of technology of classes at Years 7 and 8 in technology host schools or at schools or centres where the specialist secondary teacher is employed to predominantly teach technology classes at Years 7 and 8.

Note 1: *The agreed intention of the parties is to not extend coverage beyond those teachers whom NZPPTA has traditionally covered, i.e. specialist secondary teachers of technology of Year 7 and 8 students (historically known as manual teachers).*

Note 2: *For the purposes of this clause "predominantly" shall mean 70% or more of the teacher's weekly timetabled classroom teaching time.*

Note 3: *Should there be any question about the application cl. 1.4(a) and 1.8(g) and (h), the Secretary for Education will call a meeting of representatives of the Ministry of Education | Te Tāhuhu o te Mātauranga, the New Zealand School Trustees Association, the Post Primary Teachers Association and the New Zealand Educational Institute Te Riu Roa to consider and resolve the matter. Any of the above organisations may request such a meeting. The above organisations may consult with other organisations as they see fit.*

- 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 3 July 2022 and it expires on 2 July 2025, 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 Public Service Commissioner made pursuant to clause 6 of schedule 3 of the Public Service Act 2020.

1.8 Definitions

The following definitions apply unless the agreement specifies otherwise:

- (a) “Advertised” means advertised online in the *Education Gazette*.
- (b) “Association” or “union” means the New Zealand Post Primary Teachers’ Association Te Wehengarua (PPTA).
- (c) “Employer” means a school board constituted pursuant to the Education and Training Act 2020, or a commissioner where a commissioner has been appointed under the Education and Training Act 2020 to act in place of a school board, of a state or integrated school which employs teachers as described under 1.4(a) above. It also means a new school board 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 Public Service Commissioner so requires, together or in consultation with the Secretary for Education.*

- (d) “Correspondence School” or “Te Kura” means the Te Aho o Te Kura Pounamu.
- (e) “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.
- (f) ‘Technology host school’ means a state or state-integrated school that has agreed, in a technology memorandum of understanding (or other agreement), to provide technology instruction for years 7 and 8 students of another state or state-integrated school(s).
- (g) “Kāhui Ako are also known as Communities of Schools and Communities of Learning. A Kāhui Ako is a group of schools approved to receive resourcing under the Investing in Educational Success initiative announced in 2014.
- (h) ‘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 a teacher who is certificated by the Teaching Council of Aotearoa New Zealand.
 - (ii) Untrained Teacher means a teacher who is employed with a Limited Authority to Teach granted by the Teaching Council of Aotearoa New Zealand.
- (i) ‘Specialist secondary teacher of technology’ means a teacher:
 - (i) employed to teach technology courses which include a practical component to classes of years 7 and 8;
 - (ii) who holds a specialist qualification or specialist practical experience; and
 - (iii) who holds a secondary teaching qualification recognised by the Teaching Council of Aotearoa New Zealand.
- (j) ‘Reliever’ means a fixed-term teacher who is temporarily employed in a teaching position during a teacher’s absence either as a:
 - (i) up to 8 August 2023 a short-term reliever, who is a teacher employed on a casual basis for a period not exceeding six weeks, from 9 August 2023 a short-term reliever, who is a teacher employed on a casual basis for a period not exceeding three weeks ; or
 - (ii) up to 8 August 2023 a long-term reliever, who is a teacher employed for a continuous period beyond six weeks , from 9 August 2023 a long-term reliever, who is a teacher employed for a continuous period beyond three weeks
- (k) ‘Fixed-term Teacher’ means a teacher who is employed for a fixed term, where the employer and teacher agree that the teacher’s employment will end at the close of a specified date or period; or on the occurrence of a specified event; or at the conclusion of a specified project.
- (l) ‘Term Breaks’ means the period during which schools are closed for instruction between school terms. Relevant legislation sets out the periods during which schools will be open or closed for instruction between terms.

1.9 Additional Payments

- 1.9.1 The parties to this Agreement recognise the value in their ongoing and productive relationship, including their joint efforts to give effect to building an environment in which the teaching profession is highly regarded, sustainable, and is fit for now and the future of learning. Collective bargaining is a key part of those joint efforts.

In recognition of the benefits arising out of the parties' relationship, including PPTA Te Wehengarua's role in negotiating terms and conditions for secondary teachers, each teacher who is a member of the PPTA on 31 July 2023 and is bound by this Agreement as at 9 August 2023 will be paid:

- (a) a one-off gross payment as follows:
 - (i) Full time teachers: \$1,500
 - (ii) Part time teachers: A pro-rated payment based on their full-time teacher equivalent (FTTE) as at 9 August 2023
 - (iii) Short-term relievers, as defined in clause 3.2.5: a pro-rated payment, based on the total number of days worked between the start of Term 4, 2022 and 9 August 2023, and provided at least one day of short-term relief teaching was worked since 28 January 2023.

A teacher may be eligible to have the payment calculated under more than one category. The minimum payment for any teacher, regardless of FTTE, will be \$150, and no teacher shall receive more than \$1,500 gross in total.

- (b) a further \$710 one off gross payment (the Teaching Council fees payment). Short-term relievers, as defined in clause 3.2.5, will receive the payment provided at least one day of short-term relief teaching was worked in Term 1 or 2, 2023. The Teaching Council fees payment is not pro-rated, but each teacher is only entitled to be paid it once. This means that if a teacher holds another teaching role(s) under coverage of this or another collective agreement, they will still only receive one Teaching Council fees payment. In such a case the Teaching Council fees payment shall only be paid to the teacher under the collective agreement binding the employee which is ratified first.

- 1.9.2 Employees who are bound by this Agreement as at 9 August 2023 and on that day were on approved unpaid leave under Part 6 of this collective agreement are entitled, upon application, to receive the above payments on their return to their position providing that they return on or before the end of Term 1, 2024 or on or before 3 July 2025 for those on parental leave. The \$1,500 payment will be based on the teacher's FTTE as at their last working day before going on leave.

1.9.3 Additional payments for all teachers

A one-off gross payment of \$5,000 will be paid to all full-time teachers employed as at 9 August 2023.

The payment will be pro-rated for part-time teachers based on their full-time teacher equivalent (FTTE) as at 9 August 2023.

Short-term relievers, as defined in clause 3.2.5, will receive a pro-rated one-off gross payment, based on the total number of days worked between the start of Term 4, 2022 and 9 August 2023, and provided at least one day of short-term relief teaching was worked since 28 January 2023.

A teacher may be eligible to have the payment calculated under more than one category. The minimum payment for any teacher, regardless of FTTE, will be \$500, and no teacher shall receive more than \$5,000 gross in total.

- 1.9.4 Employees who are bound by this Agreement as at 9 August 2023 and on that day were on approved unpaid leave under Part 6 of this collective agreement are entitled, upon application, to receive the \$5,000 payment on their return to their position providing that they return on or before the end of Term 1, 2024 or on or before 3 July 2025 for those on parental leave. The amount payable will be based on the teacher's FTTE as at their last working day before going on leave.

Note: This clause will be removed in subsequent collective agreements

PART TWO: RESERVED

PART THREE: Terms of Employment

3.1 Good Employer/Equal Employment Opportunities

[see also sections 597 and 600 of the Education and Training Act 2020]

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.

3.1.2 Good Employer Guidelines in Respect of Māori

The New Zealand School Trustees' Association and the New Zealand Post Primary Teachers' Association have developed new guidelines to assist boards to meet their good employer obligations in respect of Māori as set out in the Education and Training Act 2020. They are available in booklet form. These have been distributed to NZPPTA members and school boards and are accessible on the NZSTA and NZPPTA websites.

NZSTA and NZPPTA 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 or roles must be advertised in the Education Gazette at least 14 days before the date specified in the advertisement as the closing date for applications, and no appointment (provisional or otherwise) shall be made before that closing date:

- (i) Permanent full-time positions;
- (ii) Permanent part-time positions;
- (iii) Long-term relieving positions of more than one term;
- (iv) Fixed-term full-time positions of more than one term;
- (v) Permanent Kāhui Ako Teachers (within school) roles, whether full time or part time.

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) A Kāhui Ako Teacher (across community) role is not required to be advertised in the Education Gazette but must be advertised within the Kāhui Ako. Where the appointment at the end of the initial fixed-term period of up to two years is renewed in accordance with clause 4.23.4, that renewal does not need to be advertised.
- (c) A fixed-term Kāhui Ako Teacher (within school) role, of one school year or less, is not required to be advertised in the Education Gazette, but must be advertised within the school;
- (d) In circumstances where clause 4.22.1 applies advertising in the Education Gazette is not required, but the role shall be advertised within the Kāhui Ako.
- (e) The allocation of fixed-term units to an existing teacher does not require the position held by that teacher to be advertised.
- (f) No person shall be appointed permanently to any position unless that person is eligible to be appointed to such a position in a state or integrated secondary school.
- (g) Employers are required to make available to all applicants on request details of the duties to be carried out and the criteria being adhered to in making that appointment.
- (h) Part-time teachers' hours of work shall be confirmed as follows:
 - (i) All part-time teachers shall have their hours of work confirmed in writing on appointment.
 - (ii) Any agreed changes to permanent hours of work will be confirmed in writing.
 - (iii) Any non-permanent hours of work that apply for a period of four weeks or more will be confirmed in writing.
- (i) Fixed-term teachers shall, in their letter of appointment, be advised when or how the employment will end and the reason for it ending in that way.

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 up to 8 August 2023 and three weeks from (and including) 9 August 2023 weeks.
- (b) A long-term reliever is a teacher employed for a continuous period beyond six weeks up to 8 August 2023 and three weeks from (and including) 9 August 2023.

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 their 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 their 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; or if appointed to a Kāhui Ako Teacher role under clause 4.22, 4.23 or 4.24, and the competency issues relate to that role, then the teacher may be removed from that role and lose the associated allowance if the circumstances warrant it rather than be dismissed from their substantive position.
- 3.3.6 A copy of any report to the Teaching Council of Aotearoa New Zealand (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 their 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 their 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 their duties as a teacher.
 - (c) Gross inefficiency as a teacher.
 - (d) Misuse or failure to take proper care of school property or equipment in their custody or charge.
 - (e) Absence from duty without valid excuse.
 - (f) Conduct in their 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 ngā 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 mō te katoa; ā
 - (iv) Ka hui mai ngā kaumātua kuia hei arahi hei tohutohu i rātou katoa.
- (c) Mēnā ka whakaaetia te kaimahi rāua ko tōna tumuaki ō rāua kaihautū rānei, kia oti pai ai te kaupapa, mā rāua mā ngā kaihautu rānei e hainatia ngā whakaaetanga i tūhia. Makaia atu tētahi kape o ngā whakaetanga nei ki te kōnae o te kaimahi.
- (d) He māmānoa iho ēnei whakawhiringa mehemea hiahia ana tētahi taha kia waiho tārewa ake ngā tikanga Māori kia huri ke ia ki ēthai (te katoa rānei) o ngā 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 clause 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 clause 3.3, and/or 3.4 will be notified in writing to the other party.

3.6 Nga Manu Korero

- 3.6.1 Ngā whakataetae mō ngā manu kōrero mō ngā 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 mō 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
Ngā whakataetae mō ngō kapa haka kura tuarua me ngā 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 eighth 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 or year-two 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 their time allowance is by transferring their 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 their 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 their 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 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 4.3.2). 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 9 August 2023, the date of settlement of this agreement.

Note 1: *The parties have produced 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: *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.

3.8D Kāhui Ako-level Induction and Networking Programmes

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

Note: *see also clauses 4.23 and 4.24*

3.8E Pastoral Care Time Allowances

- 3.8E.1 From 28 January 2025 an employer will be entitled, in each school year, to Pastoral Care time allowances of 0.25 FTTE, the number of which will be generated by formula in the relevant Staffing Order.
- 3.8E.2 A teacher who has a role with specific leadership or responsibility for the pastoral care of students may be allocated a pastoral care time allowance. Individual teachers may be allocated up to a maximum of three allowances in accordance with the school's timetable policy.
- 3.8E.3 The allocated time allowance(s) will be used for the purpose of pastoral guidance or career guidance of students and shall not be allocated for the general administration. The general pastoral care functions of classroom teachers or roles which are primarily administration based, such as form teachers do not create an entitlement to the allowance.

Note: This is not an additional allowance for those with general oversight of pastoral care systems (including those overseeing school-wide pastoral care) or for administrative roles associated with the pastoral care system, but teachers who hold such roles and also engage in direct pastoral care of students will be eligible.

- 3.8E.4 Each allowance allocated will reduce the teacher's timetabled contact hours by 5 per week and will be in addition to their timetabled non-contact hours, or any other time allowances the teacher holds under the terms of this agreement or at the discretion of the employer.
- 3.8E.5 Where the eligible duties are part of the teacher's ongoing role, any allowances will be permanent. Where duties are allocated for a specified period or project they will be for the term specified in writing by the employer. The allowance will cease when:
- (a) the teacher ceases to undertake the pastoral care duties for which it was assigned, from the date that the relinquishment takes effect; or
 - (b) the teacher's pastoral care duties are for a fixed-term, when that fixed-term ends; or
 - (c) the teacher loses the allowance because of a reduction in the number of allowances available to the school, subject to 3.8E.6 below.

3.8E.6 Reduction in allowances

Where a reduction in the number of allocated allowances is required then the employer will first seek to manage any required reduction by attrition. Where the reduction cannot be managed by attrition then the employer will:

- (a) Reduce the fixed-term closest to the end of its term.
- (b) Where two or more fixed-term allowances have an equal period to their end of term, the employer will review the pastoral care functions of each allowance holder against the current pastoral care needs of the school to determine which allowance to reduce.
- (c) Where there are no fixed-term roles the employer shall review the pastoral care duties of each permanent allowance holder against the current needs of the school to determine which allowance to reduce.

Note: The reduction may be in conjunction with the surplus staffing process but is not of itself sufficient to require in the school the processes outlined in clause 3.9.3 of this agreement.

3.9 Surplus Staffing and Merger Provisions

3.9.1 Application of Provisions in This Part

(a) General

The following provisions set out the processes and entitlements applicable where in a school (or centre), other than the Correspondence School, either a surplus staffing or merger process has been initiated.

The provisions related to an employer initiated reorganisation are set out in clauses 3.9.2 and 3.9.3A.1 to 3.9.3A.4 below.

The provisions that apply to the Correspondence School are in Part Eleven of this agreement.

Attention is drawn to the provisions in 4(1A) (c) and 4 (4) (c to e) of the Employment Relations Act.

(b) Application Only to Permanent Teachers

These provisions apply only to a teacher appointed as a **permanent** secondary teacher or a **permanent** specialist teacher of technology who comes within the coverage in clauses 1.4(a) or (c).

(c) Surplus Staffing Process

The positions to be disestablished or altered in status in a surplus staffing process are to be determined in accordance with clause 3.9.3 and other relevant parts of clause 3.9.

(d) Merger Process

The positions to be reconfirmed, reassigned, altered in status or disestablished in a merger process are to be determined in accordance with clause 3.9.4 and other relevant parts of clause 3.9.

(e) Voluntary Options

(i) Any teacher (including a teacher holding a job sharing position) whose position as a permanently appointed secondary teacher or specialist secondary teacher of technology who comes within the coverage in clauses 1.4(a) or (c) is disestablished in accordance with clause 3.9 as a result of voluntary election or otherwise, has the options available, **where applicable**, as provided for in clause 3.9.

(ii) The options will become available at the date of disestablishment.

(iii) The teacher must advise the employer before the date of disestablishment which option they have selected. If no selection is made by this date the teacher will be deemed to have supernumerary status.

(iv) 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 clause 3.9.3(c); and

(d) Long service payment.

(v) The options set out in this sub-clause shall have the meaning set out in clause 3.9.7 below and apply in the manner set out in that clause.

- (f) Trained Permanent Employees in Their First Year (Merger Process)
In a staffing merger process, **trained permanent employees in their first year** shall be reconfirmed or reassigned and may not volunteer for the voluntary options.
- (g) Trained Beginning Permanent Employees in Their First Year (Surplus Staffing Process)
In a surplus staffing process, **trained beginning employees in their first year** have absolute protection and their positions cannot be considered for disestablishment.

3.9.2 Definitions

Employer Initiated Reorganisation	means a process initiated by the employer, which may: <ul style="list-style-type: none"> • reduce the number of teaching positions; or • alter the status of a position by reducing the number of permanent units allocated to the role; or • substantially alter the duties of a teacher's position and the altered position is not a suitable position as defined below
Functionally equivalent	means 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: <i>Middle management positions may include positions without units but which have subject responsibilities attached. Such positions may be referred to by titles such as 'Teacher in Charge of a subject'.</i>
Merged school	the continuing school from the date of merger.
Merger Process	means the process to be followed where by reason of a merger of a school (or centre) (a) the employer is required to reconfirm or reassign teaching positions, or (b) to alter the status of positions to which units are allocated; or (c) to reduce, by disestablishment, the number of teaching positions.
Merging schools	includes the merging school(s) before the date of merger.
Merit	means the most suitable person and primarily includes assessment of qualifications, training, skills and experience.
Reassignment	shall mean the process that applies to functionally equivalent positions.
Reconfirmation	shall mean the process whereby teachers without permanent units are transferred to suitable positions at the merged school.
Suitable position	means a position that is: <ul style="list-style-type: none"> • 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, and • is not otherwise agreed to be unsuitable.
Surplus Staffing Process	means the process to be followed where by reason of either: (a) change in the attendance at, or the sale or transfer of, a school or centre; or (b) the closure, or change of class of a school or centre an employer is required to either: (i) reduce, by disestablishment, the number of teaching positions; or (ii) alter the status of positions to which units are allocated.
Voluntary Options	means, where applicable, the options described in clauses 3.9.1(e)(iv) and 3.9.7 as applied in those clauses.
Attrition	attrition is the non-replacement of employees who die, retire, resign, transfer or are promoted.

3.9.3 Surplus Staffing Processes

(a) *Employer to Advise Number of Positions to Be Disestablished or Reduced in Status*

These provisions apply where a school is required to reduce staffing or alter the status of positions due to a surplus staffing process.

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) *Use of Attrition Where Possible*

The employer shall attempt to meet any reduction required by the use of attrition. 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.

(c) *Three Voluntary Options Available Where Attrition is Insufficient*

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 3.9.7 of this Agreement, will be made available to employees:

- (i) Supernumerary employment;
- (ii) Retraining;
- (iii) Long service payment

provided that the employer shall not be bound to agree to any voluntary offer. The employer's decision shall be final.

Note: *In the case of employees who are job sharing this clause will only apply where both employees volunteer for the options.*

(d) *Curriculum and Pastoral Needs Analysis Where Attrition and Voluntary Options Insufficient*

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:

- (i) A detailed analysis of the school's current curriculum and pastoral needs (CAPNA) 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.
- (ii) 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:
 - the curriculum balance within the school and pastoral care considerations;
 - (the tenure of the position(s) being considered; and
 - the duration of service in the school of employees holding any positions being considered.

(e) *Four Options Available Where Position Disestablished Following CAPNA*

Any teacher whose position is disestablished as a result of the operation of clause 3.9.3(d) above shall have available the following options, as defined in clause 3.9.7 of this Agreement:

- (i) Supernumerary employment;
- (ii) Retraining;
- (iii) Severance payment;
- (iv) Long service payment.

- (f) *Teacher Competence Not Relevant in Determining Positions to be Disestablished*
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.
- (g) *Process Where Positions (to Which Units are Allocated) Are to be Altered in Status*
(i) 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:
- 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;
 - duration of service in the school of employees holding any positions being considered.
- (ii) A teacher whose position is reduced in status shall have available the period of salary protection set out in clause 3.9.8(b) of this Agreement.
- (h) *Period of Notification Where Position Disestablished or Reduced in Status*
A teacher whose position is to be disestablished or reduced in status shall be:
- (i) Notified of the change at least two months before the effective date of disestablishment or reduction; and
 - (ii) In the case of employees whose position is to be disestablished, notified of the options available in clause 3.9.1(e) and clause 3.9.3; or
 - (iii) In the case of employees whose position is to be reduced in status, notified of the options available in clause 3.9.8 and clause 3.9.9.
- (i) *Re-establishment of Positions Following Issuing of Disestablishment Notices*
Re-establishment of positions which become available after the issuing of disestablishment notices:
- (a) When disestablishing positions or units in accordance with clauses 3.9.3(d)-(g) 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

3.9.3A Reorganisation

3.9.3A.1 Where, following the consultation process with teachers who may be directly affected by the proposed changes, a teacher's position is to be disestablished, altered in status or their duties are substantially altered, then the employer will give the teacher at least two months' notice and follow the processes outlined in 3.9.3 (a)-(c) and (g). Where a teacher's position is identified as surplus in this process it will be disestablished at the start of the next school year.

Note: A judgement of whether the teacher is competent to teach should not be a consideration for disestablishment. Matters of competence must be dealt with as outlined in clause 3.3.

3.9.3A.2 For any teacher whose position is disestablished, or the position offered is not a suitable position and the teacher declines the offer then clause 3.9.7 will apply.

3.9.3A.3 For any teacher whose position is altered in status by the reduction in permanent unit(s) clause 3.9.9 will apply.

3.9.3A.4 An employer may offer the voluntary options outlined in 3.9.3(c) at any time. Where offered, if supernumerary employment is selected by the teacher it must occur in their employing school.

3.9.4 Merger Processes

(a) *Commencement date of staffing merger process and filling of vacancies at that time*
The staffing merger process in clause 3.9.4 below shall be followed from the date the merger is Gazetted except as provided. 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 | Te Tāhuhu o te Mātauranga that any such position may be made permanent, subject to any staffing limitations.

(b) *Purpose of provisions Including Use of Attrition Where Possible*

The purpose of these provisions is to:

- (i) Provide a staffing merger process that facilitates a fair and orderly transition;
- (ii) Ensure an appropriate management structure is in place to enable the re-organised school to function efficiently and effectively;
- (iii) Ensure continuity of curriculum delivery at the merging schools prior to merger
- (iv) Ensure that as many teachers as possible currently employed are re- assigned or re-confirmed to positions in the process of merger. Throughout the staffing merger process the employer shall attempt to meet any reduction required by the use of attrition.
- (v) Ensure the curriculum, management and pastoral needs of the reorganised school are met.

(c) *Merger Committee to Conduct Staffing Needs Analysis*

A merger committee will be established to implement the staffing merger process. The merger committee, in consultation with the nominee of the Executive of the Association, shall work to document:

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

(d) *Preparation of Draft Staffing Schedules*

- (i) Following the staffing needs analysis, draft staffing schedules shall be developed and made available to each teacher, and to the nominee(s) of the Executive of the Association.
- (ii) Unless otherwise agreed, no less than five (5) working days will be provided for comment and feedback to the representative of the employer before any further step is taken.
- (iii) A further three (3) working days will be provided for comment on any alterations to the initial draft staffing schedules.

- (e) *Expressions of Interest in Teaching Positions*
 - (i) 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.
 - (ii) 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.
- (f) *Voluntary Options*
 - (i) 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 3.9.7 of this agreement:
 - (a) supernumerary employment of 40 (forty) school weeks **at the merged school** (see 3.9.7(1));
 - (b) supernumerary employment of 40 (forty) school weeks **in another school** (see clause 3.9.7(1);
 - (c) retraining (see 3.9.7(2));
 - (d) severance (see 3.9.7(3));
 - (e) long service payment (see 3.9.7(4).
 - (ii) 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.
 - (iii) The employer shall not be bound to agree to any voluntary offer. The employer's decision shall be final.
- (g) *Re-assignment to Functionally Equivalent Positions*
 - (i) If a teacher expresses a preference for a position that is determined to be the functional equivalent of their current position, and they are the only suitably qualified and experienced teacher for that position, they shall be reassigned to that position, subject to the provisions in this clause.
 - (ii) Teachers may be reassigned to the teacher's preferred position or to a position for which they are appropriately qualified and experienced.
 - (iii) 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.
 - (iv) 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.
 - (v) A teacher who is reassigned to a position with fewer permanent units shall be reminded of the options available in clause 3.9.4(f).
 - (vi) Teachers who are not reassigned to a functionally-equivalent position at the merged school may, subject clause 3.9.4(h), be reconfirmed in a teaching position.
- (h) *Reconfirmation*
 - (i) The employer shall reconfirm (as defined in clause 3.9.2 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.
 - (ii) 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.

- (iii) 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.
- (i) *Process Where Positions Remain Unfilled*
 - (i) 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.
 - (ii) 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.
- (j) *Notice*
The employer shall give notice of all positions that are to be disestablished at least two months prior to the date of disestablishment.
- (k) *Date of Disestablishment of Positions*
 - (i) Subject to (ii) below, the positions of permanently appointed teachers who are not reconfirmed or reassigned to positions in the merged school through the operation of (g) and (h) of this clause shall be disestablished on the last day of the school year in which the merger is Gazetted.
 - (ii) 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.
- (l) *Latest Timing of Offer of Voluntary Options*
 - (i) Teachers whose positions are to be disestablished, and who have not already identified voluntary options, must be offered the options identified in (f) of this clause at least two months before their positions are disestablished.
 - (ii) 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.
 - (iii) The provisions of 3.9.7 of this Agreement shall apply from the date of disestablishment.
- (m) *Supernumerary Status Where No Option Selected*
 - (i) 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.
 - (ii) 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.
- (n) *Options for permanent part-time teachers*
 - (i) 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 (f) of this clause 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.
- (ii) A permanent part-time teacher who elects the option in (i) b of this clause 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 (i) b of this clause.
- (o) *Salary Protection for Permanent Unit Holders Moving to Reduced Status Positions*
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.
- (p) *Continuation of Fixed-Term Units*
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.
- (q) *Determination of Use of Unallocated Units*
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 (p) of this clause.

3.9.5 **Effective Date of Disestablishment Following Merger and Surplus Staffing Processes**
Positions identified as surplus in the procedures set out in clause 3.9 will be effectively disestablished at the start of the next school year.

3.9.6 **Period Following Issue of Notice and the Effective Date of Disestablishment**
In the period between notice of disestablishment being given and the effective date of disestablishment, the following provisions shall apply:

- (i) *Withdrawal of Disestablishment Notice in Certain Circumstances*
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 3.9.4(i) will operate.

- (ii) *Advertising Positions at Replacement School Following Closure*
Where, as a consequence of the closure of a school through a surplus staffing process 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 3.9.1(e) and 3.9.7 applies where the teacher does not secure a position in the replacement school.
- (iii) *Applications for Position of Equal/Lower Status at Merged/Reclassified School*
Where, in the case of the merger or change of class of a school as a consequence of the operation of clause 3.9 a teacher applies for a permanent teaching position of equal or lower status for which they are suitable at the merged or reclassified school, then the provisions of clause 3.9.4(g), (h) and (i) shall apply. The entitlement to the options set out in clause 3.9.1(e) and 3.9.7 applies where the teacher does not secure a position in the new school.
- (iv) *Provision of Support by Employer*
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.
- (v) *No Compensation if Teacher Declines Offer of Suitable Appointment*
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.
- (vi) *Entitlement to Removal Expenses in Certain Circumstances*
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.

3.9.7 Voluntary Options

The options set out in clause 3.9.1(e) shall have the meaning set out in this clause and apply in the following manner.

The term "school weeks" used in clause 3.9.7(1) and 3.9.7(2) mean 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 3.9.1(e) before the date of disestablishment, shall be entitled to supernumerary employment in accordance with the following provisions:

- (a) (i) *Generally*
The teacher will continue to be employed at their 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) *School mergers*
In the case of *school mergers* the teacher may elect to be employed at their 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 clause 3.9.4(f)(i) a and 3.9.4(f)(i) b apply.
- (iii) *School closures*
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) *Teacher options*
The teacher may elect to take up their 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) *Provision of Support by Employer*
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) *Appointment to Suitable Permanent Positions* If during the supernumerary period the teacher applies for a permanent position of equal or lower status for which they are suitable at the school or centre where they are employed at the time, they shall be appointed to, or in the case of a merger reconfirmed or reassigned to, that position.
- (e) *Termination of Supernumerary Period*
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 3.9.7(1)(a) from the effective date of the disestablishment of the position, whichever is the earlier.
- (f) *Time the Supernumerary Position Commences*
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 their 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 3.9.1(e).
- (g) *Removal Expenses*
There 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) *Supernumerary Status Will Cease if Suitable Offer Declined*

Where a supernumerary teacher declines an offer of suitable appointment at the same salary from the employer with whom they are 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) *Salary Increases/Increments Preserved*

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) *Supernumerary Status for a Maximum of (40) School Weeks*

The teacher will continue to be employed at their 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) *No Employer Contribution to Costs*

There is no requirement on the employer to meet any costs and expenses of training, including course fees.

(d) *Provision of Evidence That Retraining Undertaken*

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) *Supernumerary Status Affected by Duration of Course of Study*

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 3.9.7(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

Except where otherwise provided in clause 3.9, where a teacher's position is disestablished as a result of the application of the provisions in clause 3.9, the teacher may elect to be paid a severance payment provided that:

(a) *Deemed Supernumerary Status until Severance Payment Made*

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) *Effect of Early Payment of Severance Where Closed School Not Replaced*

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) *Calculation of Severance Payment*

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) *Calculation of Length of Service for Severance (and Long Service) Payment*

For the purposes of calculating length of service for clause 3.9.7(3) and 3.9.7(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 their children, on the basis of one third credit for each year of such leave up to a maximum of five years' credit.

(f) *Circumstances Where Refund of Portion of Severance Payment Required*

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 specialist secondary teacher of technology who comes within the coverage of clauses 1.4(a) or (c).

(g) *Effect of Severance Payment on Future Service*

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) *Definition of "Pay"*

Pay for employees shall be defined as:

- (i) For full-time employees, "Weekly" pay shall be 7/365 of ordinary pay.
- (ii) For part-time employees, "Weekly" pay shall mean the teacher's average weekly earnings for the previous six/twelve months (whichever is more favourable to the teacher).
- (iii) Payment under this provision is conditional upon the teacher finishing on an agreed date (usually the first of March). Where the teacher resigns their position or is appointed to another teaching position before the date of payment no payment will be made.

(4) Long Service Payment

(a) *Deemed Supernumerary Status until Long Service Payment Made*

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) *Effect of Early Payment of Long Service Where Closed School Not Replaced*

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) *Definitions of "Service" and "Weekly Ordinary Pay" for Long Service Payment*

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) *Circumstances Where Refund of Portion of Long Service Payment Required*

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 specialist secondary teacher of technology who comes within the coverage in clauses 1.4(a) or (c).

(e) *Effect of Long Service Payment on Future Service*

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].

3.9.8 Preference in Appointment

(a) *Preference for Re-appointment Prior to Dis-establishment of Position*

Where a position which has permanent units attached has been reduced in status because of the operation of clause 3.9 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 they have resigned or been appointed to another permanent position.

Note: *This sub-clause is not applicable to the holder of fixed-term unit(s).*

(b) *Preference of Appointment to Position at New Status and Salary Protection* 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, 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 they were receiving immediately prior to the reduction for a period of one year from the effective date of the reduction provided that they continue to hold that position.

Note: *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.

3.9.9 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 4.1.4 above shall remain payable or due notwithstanding the teacher's reduction in status.

3.10 Return from a Period of Childcare

- 3.10.1 Any teacher who has resigned from their 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
 - (a) The effective date of a resignation or the end of a fixed term or long-term relieving position must be a day that is normally worked by the teacher and on which the school is open for instruction.
 - (b) The notice required to be given to a permanently appointed teacher who holds a position which was advertised shall be two months.
 - (c) A permanently appointed teacher shall give two months' notice to the employer, except where the teacher and the employer agree to a lesser period of notice from the teacher.
 - (d) Where an employer has dismissed a teacher who holds such a position, except in cases of serious misconduct, the employer at their discretion may provide some or all of the notice as salary in lieu of notice. In cases of serious misconduct clause 3.4.3(e) shall apply.
- 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 6.3.1(c).

- 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 595(1) of the Education and Training Act 2020 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.

3.16 Professional Development Funding

- 3.16.1 For the term of this Agreement, teachers may apply through the PPTA each year to the Professional Development Fund for approved activities. Applications will be assessed under the terms of the Fund agreed by the parties.

3.17 Knowledge in te reo and mātauranga Māori

- 3.17.1 The parties commit to giving priority to addressing in good faith, and resolving, the issues raised in regard to the PPTA's claim for financial support to recognise and compensate expert-level knowledge of teachers in kura auraki (mainstream schools) and to act as an aspirational goal that encourages current Kaiako, regardless of cultural background, to continue to upskill in te reo and mātauranga Māori.

PART FOUR: Remuneration

4.1 Salary Scales

This collective agreement provides a base scale for trained teachers and for untrained teachers.

4.1.1 Base Salary Scale – Trained Teachers

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

Unified Base Salary Scale for Trained Teachers:

Step	Qualification Group Notations	Rates prior to 3 July 2023	Step	Qualification Group Notations	Rates effective from 3 July 2023	Rates effective from 3 April 2024	Rates effective from 2 December 2024
1	G3E	\$51,358	1	G3E	\$56,757	\$59,027	\$61,329
2		\$53,544					
3	G3+E	\$55,948	2	G3+E	\$59,305	\$61,678	\$64,083
4	G4E	\$58,133	3	G4E	\$61,621	\$64,086	\$66,586
5	G5E	\$61,794	4	G5E	\$65,502	\$68,122	\$70,779
6		\$65,776	5		\$69,723	\$72,512	\$75,340
7		\$70,040	6		\$74,243	\$77,213	\$80,224
8		\$75,190	7		\$79,702	\$82,890	\$86,123
9		\$79,413	8		\$84,178	\$87,545	\$90,960
10	G3M	\$85,490	9	G3M	\$90,620	\$94,245	\$97,920
11	G3+M, G4M, G5M	\$90,000	10	G3+M, G4M, G5M	\$95,400	\$99,216	\$103,086

Note: where a teacher has been on their maximum step for three years, they may be entitled to the Service/Qualification Increment under clause 4.9.

4.1.2 Salary Qualification Groups

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.

The Qualification Group Notations entry points (E) and base scale maximum points (M) listed on the unified base salary scale for trained teachers for each qualification group are defined below:

G3 for teachers who hold a current practicing certificate issued by the Teaching Council of Aotearoa New Zealand but no subject or specialist qualification at level 7 or above on the NZQF or equivalent overseas qualifications recognised by the NZQA.

Note: also includes teachers previously placed in G1 or G2 qualification groups

G3+ for teachers who hold a current practicing certificate issued by the Teaching Council of Aotearoa New Zealand and:

- a subject or specialist level 7 qualification on the NZQF (i.e. not an initial teacher education qualification) which can be a Diploma (excluding a National Diploma), Graduate Diploma or Degree; or
- an initial teacher education qualification at level 8 on the NZQF; or
- equivalent overseas qualifications recognised by the NZQA or an overseas qualification where NZQA has determined that the qualification has level 7 (graduate) study in a subject or specialist area(s) i.e. any area of study that is not initial teacher education.
- Where the highest trade or vocational qualification is below Level 7 on the NQF, a trade or vocations qualification listed in clause 10 of Appendix A (or its equivalent at 5 or 6 on the National Qualifications Framework) shall be recognised for G3+ if the teacher has at least 6000 hours of applicable trade or vocational work experience.

G4 for teachers who hold a current practicing certificate issued by the Teaching Council of Aotearoa New Zealand and:

- a subject or specialist level 8 qualification on the NZQF which can be an honours degree or a Post Graduate Diploma; or
- two subject or specialist level 7 qualifications on the NZQF (as listed above); or
- initial teacher education qualification at level 9 on the NZQF; or
- equivalent overseas qualifications recognised by the NZQA.

G5 for teachers who hold a current practicing certificate issued by the Teaching Council of Aotearoa New Zealand and:

- a subject or specialist level 9 qualification on the NZQF - masters or doctorate
- equivalent overseas qualifications recognised by the NZQA.

4.1.3 **Base Scale – Untrained Teachers**

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

Step	Qualification Groups	Rates prior to 3 July 2023	Rates effective from 3 July 2023	Rates effective from 3 April 2024	Rates effective from 2 December 2024
U1	G1, G2, G3E	\$43,381	\$49,192	\$51,160	\$53,155
U2		\$47,534	\$51,192	\$53,240	\$55,316
U3	G4E	\$52,669	\$55,829	\$58,062	\$60,327
U4	G5E	\$54,090	\$57,335	\$59,629	\$61,954
U5		\$56,275	\$59,652	\$62,038	\$64,457
U6		\$59,554	\$63,127	\$65,652	\$68,213
U7	G1M	\$64,252	\$68,107	\$70,831	\$73,594
U8	G2M	\$68,951	\$73,088	\$76,012	\$78,976
U9		\$74,852	\$79,343	\$82,517	\$85,735
U10	G3, G4, G5M	\$77,584	\$82,239	\$85,529	\$88,864

4.1.4 Untrained teachers who lack a subject/specialist qualification will commence on step one on the untrained scale and can progress after completing one year on step one to step two.

- 4.1.5 For untrained teachers who hold a subject/specialist qualification, the Qualification Group Notations entry points (E) and base scale maximum points (M) listed on the base salary scale for untrained teachers for each qualification group listed below, will apply:
- (a) G1 for teachers who hold a level 5 qualification on the NZQF or equivalent overseas qualifications recognised by the NZQA.
 - (b) G2 for teachers who hold a level 6 qualification on the NZQF or equivalent overseas qualifications recognised by the NZQA.
 - (c) G3 for teachers who hold a level 7 qualification on the NZQF or equivalent overseas qualifications recognised by the NZQA.
 - (d) G4 for teachers who hold a level 8 qualification or two level 7 qualifications on the NZQF or equivalent overseas qualifications recognised by the NZQA.
 - (e) G5 for teachers who hold a level 9 or higher qualification on the NZQF or equivalent overseas qualifications recognised by the NZQA.

Note 1: *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 | Te Tāhuhu o te Mātauranga 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 2: Quality Assurance Processes

- *The New Zealand Qualifications Authority registers New Zealand qualifications at levels on the New Zealand Qualifications Framework and assesses overseas qualifications against the Framework.*
- *The Teaching Council of Aotearoa New Zealand approves and monitors teacher education courses that lead to teacher registration.*
- *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 Teaching Council of Aotearoa New Zealand Graduating Standards: Aotearoa New Zealand.*
- *Ministry of Education | Te Tāhuhu o te Mātauranga verifies the level(s) of qualification(s) for pay purposes using information from the New Zealand Qualifications Authority, the Teaching Council of Aotearoa New Zealand and teacher education providers.*

Note 3: Issues Committee

A committee, called the Issues Committee, made up of representatives of the New Zealand Qualifications Authority, the Teaching Council of Aotearoa New Zealand, the Ministry of Education | Te Tāhuhu o te Mātauranga, 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 Teaching Council of Aotearoa New Zealand 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 Qualifications Framework. It is noted that the G3+ salary group requires both Teaching Council of Aotearoa New Zealand registration and the Level 7 subject/specialist 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 Teaching Council of Aotearoa New Zealand registration 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 do not have Teaching Council of Aotearoa New Zealand registration but have a qualification defined by a 'G' notation are noted alongside the Base Scale – Untrained Teachers.
 - (ii) If such a teacher is subsequently granted Teaching Council of Aotearoa New Zealand registration 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 U6 of the untrained teachers scale would translate to step 4 trained teachers scale (as the step on the trained scale with the next highest salary rate).*

- (c) Teachers who do not have a subject/specialist qualification defined by a 'G' notation and who do not have Teaching Council of Aotearoa New Zealand registration 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 NZ trained teacher has completed a course of teacher education (as recognised by the Teaching Council of Aotearoa New Zealand 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.
 - (iv) Short-term relievers shall progress from one step to the next upon completion of each 190 days or 950 hours' relieving service, subject to satisfactory performance as attested by the principal of a school where the teacher has recently been employed as a relief teacher.

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 Regional Health School Teachers

- (a) All permanent Regional Health School teachers shall receive one permanent unit (as per clause 4.3.1) upon appointment.
- (b) If the teacher is employed in more than one position that would entitle them to a unit under (a) they will be entitled to a maximum of one permanent unit

Note: This does not restrict the ability of the employer to offer additional unit(s) for further specific assignments or tasks performed by the teacher.

4.2.6 Resource Teachers

A permanent full time teacher appointed to a Ministry of Education | Te Tāhuhu o te Mātauranga approved resource teacher role shall receive one unit per annum (as per clause 4.3.2. 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 | Te Tāhuhu o te Mātauranga 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 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 of each permanent or fixed term unit is \$5,000 per annum.

4.3.3 Units are not divisible and must be 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.

4.3.4 Fixed-term units will be paid in addition to the teacher's rate of pay, including any permanent units. At the time of allocating a fixed-term unit(s) the employer will specify either the period of time the teacher is entitled to the fixed-term unit or units, or the particular assignment or task to be undertaken which the fixed-term unit(s) has been allocated.

4.3.5 The entitlement to that fixed-term unit(s) will 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(s) for a further period of time or for a further particular assignment or task.

4.3.7 Where a teacher ceases to hold a position allocated permanent unit(s), they may be entitled to the Service/Qualification Increment under clause 4.9.

4.3.8 Voluntary relinquishment of units

If a teacher who holds units offers to relinquish voluntarily a unit(s) and that offer is accepted by the employer, the teacher will cease to be paid for that unit(s).

Note: Refer to clause 3.9 provisions relating to the disestablishment of units through surplus staffing and merger processes.

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 an additional annual salary payment of \$2,000 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 (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 50% 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 The rate of each Senior Management Allowance shall generate an additional annual salary payment at the rate of \$2,000 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

- 4.4.1 Teachers (other than Short-Term Relievers)
 - (a) A teacher's fortnightly remuneration (compromising all salary, units and allowances whether temporary or permanent), subject to clause 4.4.5, compensates the teacher for all the hours they work in that fortnight and shall be paid by direct credit to the employee's nominated bank account.

4.4.2 Part-Time Teachers (Permanent, Long-Term Reliever and Fixed Term)

- (a) **Until 28 January 2025** the fortnightly salary of a part-time teacher, i.e. a teacher employed less than 0.9 FTTE, will be based on the step in the applicable base salary scale that the teacher would receive if employed full-time as follows:
 - (i) 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.
 - (ii) 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.
- (b) **From 28 January 2025** the fortnightly salary of a part-time teacher, i.e. a teacher employed less than 1.0 FTTE, will be based on the step in the applicable base salary scale that the teacher would receive if employed full-time. The proportion of salary payable will be based on the teacher's FTTE.

Examples:

A 0.6 FTTE teacher works an average of 24 hours per week (see clause 5.3.4B), 15 of which are timetabled (made up of 12 hours class-contact and 3 hours non-contact time). If they are on new step 10 (\$103,086 from 2 Dec 2024) they will be paid about \$2,372 gross per fortnight.

A 0.2 FTTE teacher works an average of 8 hours per week (see clause 5.3.4B), 5 of which are timetabled (made up of 4 hours class-contact and 1 hour non-contact time). If they are on new step 10 (\$103,086 from 2 Dec 2024) at the start of 2025 school year they will be paid about \$790.80 gross per fortnight.

4.4.3 Payment for teachers, other than short-term relievers, during term breaks

- (a) Except as provided in clause 4.8, teachers (other than short-term relievers) will be paid during term breaks that occur during the period of their employment, except where they fall in a continuous period of leave without pay.

4.4.4 Short Term Relievers

- (a) From 9 August 2023, short-term relievers employed on a daily basis for a continuous period of no more than three weeks, will be paid at the rate of 1/190th of the annual salary specified in clause 4.1.1 or clause 4.1.3 of this Agreement (this is inclusive of annual holiday pay) for each day worked; provided that the maximum salary is step 5 of the base scale – trained teachers or step 7 of the base scale – untrained teachers as applicable. From 28 January 2024, the rate payable shall not exceed 1/190th of step 6 of the Base Scale – Trained Teachers or step 8 of the Base scale – Untrained Teachers.
- (b) From 9 August 2023, short-term relievers employed on an hourly basis for a continuous period of no more than three weeks, will be paid at the rate of 1/950th of the annual salary specified in clause 4.1.1 or clause 4.1.3 of this Agreement (this is inclusive of annual holiday pay) for each hour worked; provided that the maximum salary is step 5 of the base scale – trained teachers or step 7 of the base scale – untrained teachers as applicable. From 28 January 2024, the hourly rate shall be 1/950th of the applicable annual rate to a maximum of either step 6 of the Base Scale – Trained Teachers or step 8 of the Base scale – Untrained Teachers.

- (c) No short-term reliever will be paid for less than two hours per day of relief. If the teacher is also employed to work part-time on that day, only the actual hours worked will be paid.
- (d) If there is a break in duties of one and a half (1.5) hours or more, an allowance equivalent to one (1) hour of pay will be paid.
- (e) Short-term relievers will, wherever possible, be entitled to be paid within the current or immediately following pay period.

4.4.5 Overtime

- (a) Overtime will be paid for any timetabled class-contact hours 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 class-contact hours scheduled on a Saturday or a Sunday except where the timetabled class-contact hours is correspondingly reduced, and any timetabled class-contact hours scheduled for any public or other full holiday specified in this agreement or during any term break fixed in accordance with legislation.
- (b) Where overtime is payable, the rate will be based on 1/380th of the teacher's base salary rate for each teaching half day, or on such terms as prescribed by the Secretary for Education.

4.5 Payment for Public Holidays

4.5.1 Payment for Public Holidays

- (a) Teachers may be asked to work on a public holiday, but they do not have to agree. Teachers agree not to work on any public holiday unless asked to do so.
- (b) If a teacher does not work on a public holiday, they will get a paid day off if the public holiday falls on a day that would otherwise be a working day for them.
- (c) If a teacher works on a public holiday they will be paid in accordance with s 50 of the Holidays Act 2003. If it was a day that would otherwise be a working day for them, they will also get a paid day off on a day when the school is open for instruction.

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. 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 General Provisions

- (a) Holiday pay is the salary payable to teachers on cessation of duty or for periods during which schools are closed for term breaks excluding annual holidays in clause 6.1.
- (b) A teacher, other than a short-term reliever, is paid for all term breaks which occur during the period of engagement, subject to 4.8.6 to 4.8.10 below.

4.8.2 Short-Term Relieving Teachers

Short-term relieving teachers receive holiday pay at the same time as their pay. This is known as pay-as-you-go leave and will be paid at a rate of 30% on top of the gross pay as outlined in clause 4.4.4. This rate is inclusive of, not in addition to, their entitlements under the Holidays Act 2003.

4.8.3 Holiday Pay on Allowances

A teacher who is receiving additional salary as the holder of units and/or an allowance(s) provided under this Agreement at the end of the term, will receive holiday pay calculated on the higher salary for the period so employed or until the end of the term break, whichever is the shorter.

4.8.4 Holiday pay due on cessation of duty

A teacher, other than a short-term reliever, who ceases duty during a school year is paid any balance of holiday pay due after taking into account:

- (a) Total teaching service for the year
- (b) Annual Holidays and Holiday pay already paid in that year
- (c) Any leave without pay taken during that year.

4.8.5 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 term breaks. 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, $HP = \frac{1}{4} \times \text{number of days}$. In schools open for fewer than 195 days in a school year, $HP = \frac{3}{10} \times \text{number of days}$.
- (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 term break commences on the Monday following, the intervening weekend is school time and not part of the term break.
- (e) The number of days holiday pay is counted from the beginning of the term break. Deductions from holiday pay are made from the end of the term break.
- (f) The resulting calculation of holiday pay will be reduced by any payment due or paid for annual holidays, in accordance with the Holidays Act 2003.

4.8.6 Holiday Pay After Sick Leave Without Pay

No deduction is to be made from holiday pay for periods of sick leave without pay or accident leave without pay 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.

4.8.7 Holiday Pay After Leave Without Pay

If a teacher has been granted leave without pay (other than sick leave in terms of subclause 4.8.6) 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).

4.8.8 Study Leave Without Pay

No deduction is made from the holiday pay of teachers for study leave without pay for periods not exceeding three months in any one year. If the period exceeds three months, the holiday pay 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 military training or overseas military training.

4.8.10 Holiday Pay for Part-Time Teachers Who Temporarily Work Full-Time

If the period of full-time 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 term breaks 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 teacher is eligible for the Service/Qualification Increment (Increment) if the teacher:

- (a) is permanently appointed to a teaching position; and
- (b) has been attested by the principal as having met the requirements of Supplement 1; and

- (c) has completed three years' teaching service on their maximum step of the trained teachers' base salary scale for the teacher's qualification group; and
- (d) is classified in qualification Group 1, 2, 3 or 3+ and has completed a qualification at Level 5 or higher on the National Qualifications Framework that is acquired after the qualification(s) used to determine the teacher's qualification group; and
- (e) does not hold a permanent unit(s) in terms of clause 4.3.

4.9.2 The acquisition of an additional qualification is not required of a teacher classified in qualification Group 4 or 5.

4.9.3 A teacher eligible for payment of the Increment shall, upon application, be paid additional salary at the rate of \$2,000 per annum.

4.9.4 A teacher eligible for the Increment under clause 4.9.1 shall have the payment backdated to the date they became eligible to receive the increment provided that no backdating exceeds 36 months from the date of application.

4.9.5 Eligibility for the Increment once approved, remains (subject to 4.9.6 and 4.9.7 below) if the teacher moves to a new teaching position in the secondary sector, whether permanent or not, regardless of breaks in service.

4.9.6 Payment of the Increment will cease should a teacher be appointed to a position which has allocated permanent unit(s), or upon the allocation of permanent unit(s) to the teacher in their existing position. Payment of the Increment will resume should the teacher cease to hold a position allocated permanent unit(s).

4.9.7 Payment of the Increment will cease should a teacher improve their qualification group. Once the teacher has met the eligibility requirements outlined in clause 4.9.1(b) to (e) for the new qualification group payment of the Increment shall resume.

4.9.8 Primary or area school teachers or those in the advisory service who move to a position in a secondary school, either directly or after a break in service, who:

- (a) were in receipt of the Service Increment will receive payment of the Increment as per clause 4.9.3 (subject to clause 4.9.6 and 4.9.7) from the date of appointment to the new position; or
- (b) have accumulated service towards eligibility for the Increment in terms of clause 4.9.1(c) shall be able to count the accumulated service towards the service requirement in clause 4.9.1(c).

4.9.9 Teachers who were serving on or before 1 February 1971 will not be required to acquire an additional qualification if they fall within one of the categories outlined in Supplement 2 of this agreement.

4.10 Careers Adviser Allowance

4.10.1 A teacher appointed as careers adviser shall be paid an allowance at the rate of \$2,250 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 they accumulate 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) teachers who hold a current practising certificate and are employed on a permanent or long-term relieving basis of two consecutive terms or more shall be entitled to receive the allowance of \$2,500 per annum, pro-rated for part-time teachers.
 - (b) Teachers in receipt of HPTSA are not entitled to receive the SIA at the same time.
 - (c) Where a school loses HPTSA status, the school may apply for SIA status where there is a serious staffing difficulty.
 - (d) Teachers moving into a HPTSA school are entitled to elect to take either the transfer and removals provisions of this agreement, or any alternative transfer and removals provisions or grants which may from time to time be offered by the Ministry of Education | Te Tāhuhu o te Mātauranga and for which they would be eligible, but not to both. 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.
 - (e) 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 their 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.
- 4.15.2 When a permanent teacher(s) relieves in the position of principal in the same school because the principal has been released to undertake the functions of the Kāhui Ako Leadership role they shall be paid an allowance from the date they began the additional functions, provided that;
- (a) they will be undertaking the additional functions for a cumulative period of more than two weeks; and
 - (b) the payment shall be an allowance representing the difference between the teacher's salary and the minimum rate applicable to the principal's position but shall not be less than the rate of salary in the teacher's own permanent position; and
 - (c) as the teacher(s) is not undertaking the whole of the principal's role, the allowance will be pro-rated provided the payment(s) to the teacher, or teachers in combination, do not exceed the total allowance payable for the portion of the time the principal is undertaking the Kāhui Ako Leadership role.

4.16 Acting in a Higher Position other than Principal

- 4.16.1 A permanent teacher who acts up into a position other than principal, shall be paid for the period concerned a higher duties allowance representing the difference between the employee's salary and the salary for the position the teacher is acting, up to a maximum of an amount equivalent to the value of three units, and subject to the conditions in clauses 14.6.2 and 14.6.3 below and to such conditions as the Secretary for Education may approve.

Note: salary for the purposes of 4.16.1 includes fixed term and permanent units, senior management allowances and middle management allowances.

- 4.16.2 Payment of the 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 the higher duties allowance on the last day of a school term shall be paid the allowance 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.

4.16.3 When as a consequence of an appointment of a teacher to a Kāhui Ako role the employer reallocates duties to a teacher or teachers then:

- (a) Subject to (c) and (d) below the higher duties allowance shall be paid from the date the duties are transferred.
- (b) The higher duties allowance may be paid to both permanent and fixed-term teachers.
- (c) The qualifying period outlined in clauses 4.16.2(a) and (b) shall not apply.
- (d) For each teacher to whom duties are to be transferred, the employer shall identify either:
 - (i) the number of hours per week being transferred on a continuous basis. In these cases the higher duties allowance shall be paid fortnightly, calculated as the proportion of the twenty-five (25) timetabled hours transferred each week; or
 - (ii) the total number of hours being transferred within each term when the duties are not performed on a continuous basis. In these cases a lump sum shall be paid at the end of each school term. The FTTE will be calculated as total hours per term divided by 950 (inclusive of holiday pay).
- (e) The rate of the higher duties allowance shall be calculated in accordance with clause 4.16.1 and clauses 4.16.2(c), (d) and (f).

4.16.4 Where a teacher is relieving in the Kāhui Ako Teacher (across community) role due to the absence of the teacher appointed to the role, the relieving teacher shall be entitled to the additional salary and time allowances for the role provided in clause 4.23 as long as:

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

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

- (a) The purpose of this allowance is to give practical recognition to te reo Māori as a taonga to be actively protected under te Tiriti o Waitangi and to recognise the special and valued skills and knowledge kaiako must have to teach the curriculum through te reo Māori.
- (b) A teacher is eligible for an allowance described in 4.18(c) if they meet the minimum teaching time requirements in that clause and have the language proficiency necessary to teach the curriculum through te reo Māori for the period required by the language immersion level in which they are engaged.

- (c) All teachers who teach te reo Māori immersion classes, for at least six timetabled hours per week at Level 1, 2 or 3 (or for part time teachers, the equivalent of 30% of their timetabled hours) shall receive an allowance that relates to the highest language Level in which they are teaching and their years of service at that level as provided for in the table below.

	Teaching time curriculum taught in Te Reo Māori					
	Level 1 (81% to 100%)		Level 2 (51% to 80%)		Level 3 (31% to 50%)	
Years of service	To 16 July 2023	From 17 July 2023	To 16 July 2023	From 17 July 2023	To 16 July 2023	From 17 July 2023
Up to 3 years' service	\$4,000	\$6,000	\$4,000	\$5,000	\$4,000	\$4,000
After 3 years' service	\$6,000	\$10,000	\$4,000-	\$7,000	\$4,000	\$4,000-
After 6 years' service	\$8,000	\$12,000	\$4,000	\$8,000	\$4,000	\$4,000

- (d) Each allowance provided for in clause 4.18(c) will be pro-rated for part time teachers (based on the teacher's total timetabled hours).
- (e) A teacher can only receive one allowance i.e. they cannot receive a Level 1, a Level 2, and/or a Level 3 allowance concurrently. The employer will advise when a change of circumstances alters the allowance a teacher is eligible to receive.
- (f) Service for the payment of the Level 2 allowance shall include any periods of teaching service in Māori immersion Level 1 or Level 2. Service for the payment at Level 1 shall include any teaching service at Level 1 Māori immersion only.

4.19 Special Duties Increment Allowance

- 4.19.1 A teacher appointed as a Resource Teacher Learning and Behaviour (RTLb) 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

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

4.21 Cluster Manager Remuneration

- 4.21.1 The remuneration of a permanent full-time cluster manager appointed to a Ministry of Education | Te Tāhuhu o te Mātauranga approved RTL cluster shall comprise of:
- A base salary as per clause 4.1.1.
 - An allowance equivalent to the Special Duties Increment Allowance paid to all RTL (4.19)
 - One unit per annum (as per clause 4.3.2).
 - Any leadership payments allocated under clause 4.20 above.

4.22 Allowances for Kāhui Ako Leadership Role

- 4.22.1 Where the Secretary for Education approves the appointment of a teacher, who is not a principal, to the Kāhui Ako Leadership role, then for those duties associated with that role, clause 3.7(3) of the Secondary Principals' Collective Agreement shall apply to the teacher, in addition to the relevant provisions of this agreement.

4.23 Allowances for Kāhui Ako Teacher (across community) Role

- 4.23.1 Boards within a designated Kāhui Ako will be entitled to a number of allowances for a Kāhui Ako Teacher (across community) role ("the role"), generated by formula in the relevant Staffing Order.
- 4.23.2 Appointment criteria to the role shall include:
- (a) the appointee may hold a maximum of two permanent units while in the role
 - (b) a teacher cannot concurrently hold both the Specialist Classroom Teacher role and the Kāhui Ako Teacher (across community) role.
 - (c) current employment as a teacher within the Kāhui Ako
 - (d) a current practising certificate
 - (e) recent educational leadership experience relevant to the role
 - (f) met professional standards relevant to their current position
 - (g) the approval of their employing board
- 4.23.3 A teacher who has met the selection criteria, and has been appointed to the role shall be entitled to receive an allowance of \$16,000 per annum. The period of the appointment shall be for a fixed period of up to two years, subject to (4) and (8) below.
- 4.23.4 The appointment may be renewed without re-advertising the role for one further period of up to two years, subject to the incumbent teacher continuing to meet the relevant criteria.
- 4.23.5 A teacher appointed to the role shall maintain at minimum an average of eight (8) timetabled class-contact hours per week.
- 4.23.6 The employing board shall receive 0.4 full-time teacher equivalent (FTTE) time allowance for the period of the appointment to enable the teacher to fulfil their function in the role.

- 4.23.7 Each teacher in a Kāhui Ako Teacher (across community) role shall be allocated the equivalent of ten hours non-teaching time per week. The employing board, in consultation with the Kāhui Ako and the employee has flexibility to decide how they allocate this time within or across weeks. An allocation under this clause is in addition to any other time allowances to which the teacher is entitled under this agreement.
- 4.23.8 A teacher appointed to the role shall be assessed annually during their fixed-term of appointment by their employing board against the Kāhui Ako Teacher (across community) professional standards.
- 4.23.9 Teachers who relieve, for teachers in a Kāhui Ako Teacher (across community) role who are on approved leave, will receive both the allowance and the time allowance for the period they are undertaking the Kāhui Ako Teacher (across community) role duties, subject to clause 4.16.4.
- 4.23.10 The allowance will cease to become payable in the following circumstances:
- (a) where the teacher ceases to be employed as a teacher at that school; or
 - (b) where a teacher in the role decides to voluntarily relinquish the role, and that offer of relinquishment is accepted by the employer subject to any conditions that it may consider necessary, from the date that the relinquishment takes effect; or
 - (c) when the fixed period of the appointment ends, regardless of whether the teacher remains at that school; or
 - (d) where a teacher loses the role as a consequence of the withdrawal of the employing school from the Kāhui Ako, subject to 4.23.12; or
 - (e) where a teacher loses the role as a consequence of the disestablishment of the Kāhui Ako, subject to 4.23.12; or
 - (f) where a teacher loses the role as a consequence of a reduction in the number of these roles available to the Kāhui Ako, subject to 4.23.12.
- 4.23.11 Where Kāhui Ako Teacher (across community) roles are to be reduced in number as a consequence of a reduction in the allocation to the Kāhui Ako then:
- (a) schools within the Kāhui Ako will review the current needs of the Kāhui Ako in relation to its achievement plan and the number of roles to be reduced. This review will be carried out by the person in the Kāhui Ako Leadership role in consultation with employing boards. The review will be of the functions of each position against the current needs of the Kāhui Ako in relation to its agreed objectives and determine which role(s) is/are most needed.
 - (i) The employing boards will first seek to manage any required reduction by attrition.
 - (b) Where the reduction cannot be managed by attrition then the process will be to:
 - (i) reduce the fixed-term closest to the end of its term.
 - (ii) where two or more fixed-term roles have an equal period to run to the end of their term, the employers will, in consultation with the person in the Kāhui Ako Leadership role and representatives of the Kāhui Ako, review the functions of each role against the current needs of the Kāhui Ako in relation to its agreed objectives and determine which role(s) is/are most needed.
 - (c) The employer of roles identified will issue notice of loss of role(s).
 - (d) A surplus staffing process is not undertaken as a result of this process.

- 4.23.12 The salary protection provisions of subsection 3.9.9(a) will apply to teachers whose Kāhui Ako Teacher (across community) role is disestablished. If a teacher returns to, or is subsequently appointed to, a position of equal or higher remuneration than they received in the Kāhui Ako Teacher (across community) role, the salary protection no longer applies.
- Note 1:** *Kāhui Ako Teacher (across community) professional standards are to be developed in 2015. Until the professional standards are developed the annual assessment for this role will be based on the National Criteria for Selection developed by the Professional Standards Writing Group.*
- Note 2:** *Attention is drawn to clause 3.8D in relation to induction and networking for the role.*

4.24 Allowances for Kāhui Ako Teacher (within school) role

- 4.24.1 Boards within each Kāhui Ako will be entitled to a number of Within School Teacher roles, generated by formula in the relevant Staffing Order.
- (a) No less than 50% of these roles, whose allowances are provided in sub clauses 4.24.3 and 4.24.10, must be allocated to teachers appointed to the role of Kāhui Ako Teacher (within school); and
 - (b) From 28 January 2024, up to 50% of these roles may be released to provide Kāhui Ako Responsibility allowances for the purposes of:
 - (i) promoting effective teaching practice within the school, and
 - (ii) strengthening the use of effective approaches to teaching and learning to achieve shared Kāhui Ako objectives
 - (iii) recognising Kāhui Ako-related responsibilities undertaken by teachers (other than principals) who are not Kāhui Ako Teachers (within school).
 - (c) Each Kāhui Ako Teacher (within school) role that is released will provide:
 - (i) Two Kāhui Ako Responsibility time allowances of 0.04 FTE; and
 - (ii) Four Kāhui Ako Responsibility salary allowances of \$2,000
- 4.24.2 Appointment criteria to the role of Kāhui Ako Teacher (within school) shall include:
- (a) a teacher appointed to the role may hold no more than two permanent units, while holding the role
 - (b) a teacher cannot concurrently hold both the Specialist Classroom Teacher role and the Kāhui Ako Teacher (within school) role.
 - (c) have current employment as a teacher within the Kāhui Ako
 - (d) hold a current practising certificate
 - (e) have recent educational leadership experience relevant to the role
 - (f) have met professional standards relevant to their current position
- 4.24.3 A teacher who has met the selection criteria, and is appointed by the employing board to the role of Kāhui Ako Teacher (within school) is entitled to receive an allowance of \$8,000 per annum, subject to sub clauses 4.24.5 to 4.24.14 below.
- 4.24.4 A teacher who is selected to hold a Kāhui Ako Responsibility allowance(s) can be allocated either a salary allowance(s) or a time allowance(s) as set out in 4.24.1(c), or a combination of both.

4.24.5 The Kāhui Ako Teacher (within school) and teachers allocated Kāhui Ako Responsibility allowances are paid at the substantive rate for both full-time and part-time teachers. Part-time teachers are expected to be observed and to work with other teachers for the same amount of time as a full-time teacher in the roles or allocated the Kāhui Ako Responsibility allowances.

4.24.6 The Kāhui Ako Teacher (within school) role and teachers allocated Kāhui Ako Responsibility allowance will be available to teachers employed in secondary schools that join an approved Kāhui Ako.

Appointments to these roles will be made in accordance with the following:

- (a) Where a board has three or more entitlement-generated Kāhui Ako Teacher (within school) roles to allocate, each appointment to the role may be either permanent, or for a fixed-term in accordance with clause 3.2.3 of this agreement, provided that, fixed-term appointments will never make up more than 40% of a board's entitlement-generated Kāhui Ako Teacher (within school) roles.
- (b) Where a board has fewer than three entitlement-generated Kāhui Ako Teacher (within school) roles to allocate, the number which are to be fixed-term is to be determined by the employing board subject to clause 3.2.3 of this agreement.
- (c) Where any appointments are made to roles created by transferred entitlements from another or other school(s) within the Kāhui Ako these shall be fixed-term not exceeding one year and shall not be counted towards the 40% limit on a school's entitlement-generated roles referred to in sub clause 6(a) above. Transferred roles will not be counted towards the 50% of roles that may be released to provide Kāhui Ako Responsibility allowances.

4.24.7 Where an appointment is made for a fixed-term under sub clause 4.24.6(a) or sub clause 4.25.6(b) above, the appointment shall be for agreed purposes, including:

- appointed to perform specific short term objectives decided by the Kāhui Ako; or
- relieving for another teacher in a Kāhui Ako Teacher (within school) role who is on leave.

4.24.8 A full-time teacher appointed to the Kāhui Ako Teacher (within school) role shall maintain at minimum an average of sixteen (16) timetabled class-contact hours per week. There is no minimum required timetabled class-contact hours for teachers who hold the Kāhui Ako Responsibility allowance.

4.24.9 A part-time teacher appointed to the Kāhui Ako Teacher (within school) role shall maintain at minimum an average of twelve (12) timetabled class-contact hours per week. There is no minimum required timetabled class-contact hours for teachers who hold the Kāhui Ako Responsibility allowance.

4.24.10 The employing board shall receive 0.08 FTTE time allowance to enable the teacher to fulfil their function in the Kāhui Ako Teacher (within school) role.

4.24.11 Teachers appointed to the Kāhui Ako Teacher (within school) role will be allocated the equivalent of two hours per week on average to fulfil their function in the role. The employer has flexibility to decide how they allocate this time within or across weeks following consultation with the teacher. An allocation under this clause is in addition to any other time allowances to which the teacher is entitled under this agreement.

4.24.12 The Kāhui Ako Teacher (within school) and the Kāhui Ako responsibility allowance(s) will cease to become payable in the following circumstances:

- (a) where a teacher in the role decides to voluntarily relinquish the role, and that offer of relinquishment is accepted by the employer subject to any conditions that it may consider necessary, from the date that the relinquishment takes effect; or
- (b) where the teacher ceases to be employed as a teacher at that school; or
- (c) where the appointment is for a fixed-term, when that fixed-term ends, regardless of whether the teacher remains at that school; or
- (d) where a teacher loses the role or allowance as a consequence of a reduction in the number of roles available to the school, subject to 4.24.13 and 4.24.14 below.

4.24.13 Where the Staffing Order allocation results in a reduction to the number of roles then, provided at least 50% of the roles allocated remain Kāhui Ako Teacher (within school) roles::

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

Note: *The reduction may be in conjunction with the surplus staffing process but is not of itself sufficient to require in the school the processes outlined in clause 3.9.3 of this agreement.*

4.24.14 The salary protection provisions of 3.9.8(b) or 3.9.9(a) will apply as appropriate to teachers whose Kāhui Ako Teacher (within school) role is disestablished. If a teacher returns to, or is subsequently appointed to, a position of equal or higher remuneration than they received in the Kāhui Ako Teacher (within school) role, the salary protection no longer applies.

Note: *Attention is drawn to clause 3.8D in relation to induction and networking for the Kāhui Ako Teacher (within school) role which would continue to apply if a Kāhui Ako Teacher (within school) role is released to provide Kāhui Ako Responsibility Allowances.*

4.25 Pacific Bilingual Immersion Teaching Allowance

- (a) The purpose of this allowance is to recognise the additional skills teachers must have to deliver teaching and learning through a Pacific language in a Pacific bilingual or immersion context in a school or kura.
- (b) A teacher is eligible for an allowance described in 4.25 (c) if they meet the minimum teaching time requirements in that clause and have the language proficiency necessary to teach the curriculum in a Pacific language for the period required by the Pacific bilingual or language immersion level in which they are engaged.
- (c) From 28 January 2024, all eligible teachers teaching in a Pacific language in a Pacific bilingual or immersion unit/programme/class, as defined by the Ministry of Education | Te Tāhuhu o te Mātauranga in School Roll Return Guidelines, shall receive the allowance that relates to the highest language Level in which they are teaching and their years of service teaching in a bilingual or immersion setting as provided for in the table below:

	Teaching time that curriculum is taught in a Pacific language	
Years of service	Level 1 (81% to 100%)	Level 2 (51% to 80%)
Up to 3 years' service	\$4,000	\$4,000
After 3 years' service	\$6,000	\$5,000
After 6 years' service	\$8,000	\$6,000

- (d) Each allowance outlined in the table at 4.25 (c) shall be pro-rated for part time teachers (based on the teacher's total hours).
- (e) A teacher can only receive one allowance i.e. they cannot receive a Level 1 and Level 2 allowance concurrently. The employer will advise when a change of circumstances alters the allowance a teacher is eligible to receive.
- (f) Service for the payment of the Level 2 allowance shall include any teaching service at Pacific or bilingual immersion Level 1 or Level 2. Service for the payment at Level 1 shall include any teaching service at Pacific or bilingual immersion Level 1 only.

4.26 Community Liaison Roles – trial

- 4.26.1 From 28 January 2024 to 27 January 2026, 335 Community Liaison roles will be available in accordance with the terms of the Community Liaison trial agreement to be agreed between the parties.
- 4.26.2 Each holder of a Community Liaison role will be entitled to a time allowance of 0.04 FTE and a salary payment of \$1,000 per annum.
- 4.26.3 Allocation of the trial roles will be on a school-by-school basis within the agreed region(s), determined by a base component plus a number weighted by the Māori and Pasifika rolls of the school.

4.27 Learning Support Coordinators

Unless specifically stated in this part, the terms and conditions of employment for learning support co-ordinators are the terms and conditions of this Agreement.

- 4.27.1 The number of Learning Support Coordinator (Coordinator) roles will be generated annually by Staffing Order and allocated to boards.
- 4.27.2 The purpose of the Coordinator roles is to promote effective and inclusive teaching and learning practice within schools including those in a Kāhui Ako or Cluster and to strengthen the support to children with additional learning needs.
- 4.27.3 Coordinators will be appointed permanently unless there is genuine reason to appoint to a fixed term position. Each Coordinator will be fully released from timetabled duties.
- 4.27.4 Coordinators will usually be employed full-time, except in circumstances agreed by the employer, such as on return from parental leave, when a Coordinator(s) may be employed as a job share or part-time.
- 4.27.5 The functions of the role are set out in the Coordinator Role Description¹ drafted by the Ministry of Education | Te Tāhuhu o te Mātauranga along with any distinct responsibilities and/or activities that are defined by the employing school, in consultation with other schools in the Kāhui Ako or Cluster where applicable. To avoid doubt: any such distinct responsibilities and activities that sit outside those outlined in the role description by the Ministry of Education | Te Tāhuhu o te Mātauranga must be mutually agreed between employer and employee.
- 4.27.6 Where a Coordinator works across schools, this will be in conjunction with the Kāhui Ako or Cluster's shared plan for Learning Support. When allocating a Coordinator's time across the Kāhui Ako or Cluster schools, the employer will consider what is reasonable, taking account of the Coordinator's responsibilities, duties and travel requirements.
- 4.27.7 Where a Coordinator is allocated leadership, management or other additional responsibilities for learning support and/or allied staff by the employer, consideration may be given as to whether a unit should be allocated, in line with the school's unit allocation policy.
- 4.27.8 Where responsibilities allocated to the Coordinator are additional to those described in the Coordinator role description, e.g. leadership or management responsibilities, the employer must consider the balance of the allocated responsibilities to allow the Coordinator to fulfil their role effectively.
- 4.27.9 A teacher who relieves for a Coordinator while they are on approved leave, will be fully released from classroom teaching responsibilities for the time they are undertaking the Coordinator role.

¹ <https://conversation.education.govt.nz/assets/LSC/Learning-Support-Coordinator-Role-Description.pdf>

PART FIVE: Hours of Work

5.1 Days and Hours of Work

5.1.1 Teachers' work is any activity required to fulfil the expectations of their role or to undertake the duties assigned by them. An individual teacher's hours of work are influenced by factors such as:

- (a) The classes the teacher is timetabled to teach, which for a fulltime teacher will comprise no more than 20 hours per week or a combination of periods of time equivalent to 20 hours per week;
- (b) Timetabled non-contact hours, which for a fulltime teacher will be at least five hours per week or a combination of periods of time equivalent of five hours per week;
- (c) Whether it is a week/day students are required to attend school;
- (d) 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;
- (e) The counselling and pastoral needs of students;
- (f) 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;
- (g) The responsibilities of individual teachers arising from their appointment to a Kāhui Ako role; and
- (h) The extent to which individual teachers may participate in the extra-curricular programmes of the school.

5.1.2 Teachers' days and hours of work will largely reflect the variable flow of work during the school year, where workloads are higher during school terms and lower during term breaks and/or other times when student attendance at school may not be required. Teachers will work such hours as may reasonably be required to enable them to properly fulfil their responsibilities. For:

- (a) full time teachers, this is expected to average 40 hours per week across the year.
- (b) part time teachers, this is expected to be proportionate to their FTTE (e.g. a teacher who is 0.5 FTTE is expected to work an average of 20 hours per week across the year).

Examples:

FTTE	Timetabled hours during term time	Hours per week averaged across the year
1.00	25 hours (up to 20 hours class-contact, remainder non-contact)	40 hours
0.75	18 hours 45 minutes (up to 15 hours class-contact, remainder non-contact)	30 hours
0.50	12.5 hours (up to 10 hours class-contact, remainder non-contact)	20 hours

- 5.1.3 If a teacher receives a unit(s) or allowance(s) for additional responsibilities the employer and employee will agree any requirements that some or all of these responsibilities be worked at a specific time or place and any hours that are additional to those in clause 5.1.2. The agreement must be recorded in writing.
- 5.1.4 Employers will recognise the importance of setting and allocating reasonable and safe workloads for teachers including allocating duties that can be reasonably completed within the overall expected average weekly hours across the year. It is recognised that the workload will vary taking into account the factors set out in clause 5.1.1, and teachers will be required to work such hours in any week as may reasonably be required to enable them to properly fulfil their responsibilities.
- 5.1.5 Teachers will have flexibility in how they manage their allocated workload across the year, provided that they will be responsible for drawing to their employer's attention any situation where their pattern of work or workload allocated under 5.1.1 is such that they may exceed the total expected average weekly hours set out in clause 5.1.2. In this circumstance teachers should provide appropriate supporting information to demonstrate their work pattern and/or that their total expected weekly hours averaged across the year may be exceeded.
- 5.1.6 Where a teacher raises an issue with their employer in accordance with clause 5.1.5 the employer and the teacher will consult in relation to managing the teacher's workload. If the employer accepts that there is a workload issue they will be required to take reasonable steps to manage it.
- 5.1.7 Where a teacher raises an issue with their employer in accordance with clause 5.1.5, and the employer:
- (a) has genuine reason not to accept that there is a workload issue, or considers that insufficient supporting information has been provided by the teacher, the employer will provide the teacher with the opportunity to provide further information. After consideration the employer will advise the teacher of their decision, and will provide reasons in writing; or
 - (b) considers that the workload issues have arisen as a result of performance issues or other default by the teacher, the employer will advise the teacher that they are initiating the process outlined in clause 3.3.
- 5.1.8 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 its policies and any specific legal requirements, including teachers' statutory entitlement to rest and meal breaks as applicable. The clauses which follow (clauses 5.2 to 5.6) identify the requirements upon which the decisions in individual schools are made.

5.2 Timetabling Policy

- 5.2.1 Each employer must have a policy on timetabling, developed in consultation with its teaching staff. This policy shall incorporate:
- (a) The timetabled contact and non-contact entitlements of clause 5.3 below;
 - (b) Class size matters, including the class size provisions of clause 5.5 below;

- (c) Reference to other matters, including duties 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 minimum non-contact time entitlements described in 5.3 and where the employer has used reasonable endeavours and is unable to achieve the class size provision in clause 5.5.

5.3 Timetabled Contact and Non-Contact Time

- 5.3.1 During periods when students are not in attendance or when teachers have no timetabled hours or other duties that require them to be at school, teachers have a lot of flexibility about where and when they carry out their duties.
- 5.3.2 Within a teacher's weekly hours of work as outlined in clause 5.1, a full-time teacher's timetabled hours will comprise a total of 25 hours or a combination of periods of time equivalent to 25 hours per week to be worked on days that the school is open for instruction.
- 5.3.3 The placement of a teacher's timetabled contact and non-contact hours will be discussed with the individual teacher and the employer will consider the distribution of the individual's timetabled hours across the week.
- 5.3.4A **Until the start of the 2025 school year**, and subject to clause 5.2.1 (d), a teacher cannot be timetabled for more than 20 hours per week class contact. The balance of their timetabled hours will be non-contact time of which for:
 - (a) Full-time teachers must be a minimum of five hours per week;
 - (b) Part-time teachers FTTE is made up of their timetabled class-contact and non-contact hours as described in clause 4.4.2(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 that is proportionate to that provided to full-time teachers. Notwithstanding, the minimum timetabled non-contact time that must be provided is outlined in the table below:

FTTE	Minimum Timetabled Non-Contact Time
0.89	3 hours per week
0.87-0.88	2.5 hours per week
0.85-0.86	2 hours per week
0.83-0.84	1.5 hours per week
0.75-0.82	1 hour per week
0.72-0.74	0.5 hours per week
Below 0.72	None

- 5.3.4B **From start of the 2025 school year** and subject to clause 5.2.1 (d), a teacher cannot be timetabled for more than 20 hours per week class contact. The balance of their timetabled hours will be non-contact time of which for:
 - (a) Full-time teachers must be a minimum of five hours per week;

- (b) Part-time teachers must be proportionate to that provided to full-time teachers, based on their total FTTE. Where the non-contact time is less than one student class the non-contact time must be included in the teacher's FTTE but is not required to be timetabled.

5.3.5 The following time allowances shall be in addition to the non-contact time entitlements provided above:

- (a) The individual time allowances set out in clauses 3.7 (Te Atakura), 3.8A (Head of Department Beginning Teacher Time Allowance), 3.8B (Specialist Classroom Teacher) and 4.22, 4.23 and 4.24 (Kāhui Ako time allowances).
- (b) The minimum time allowances for Permanent Unit Holders as follows:
 - (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.
 - (iv) For the fourth and subsequent permanent unit(s) the employer will endeavour to provide one hour for each additional permanent unit.
- (c) The Beginning Teacher Time Allowance (clause 3.8), which should reduce the teacher's contact time before any other time allowances or non-contact time entitlements are considered.
- (d) Any additional non-contact time for senior management positions that an employer may provide in accordance with its school policies.

Transitional Arrangements for part-time teachers

5.3.6 Part-time teachers employed at the end of the 2024 school year and who continue to be employed on 28 January 2025 will have their FTTE as at 27 January 2025 increased by 11 per cent and their minimum timetabled non-contact hours will be based on that increased FTTE. From 28 January 2025 part-time teachers will not receive the 11 per cent salary loading.

Note: Employed continuously' means was employed part time in the same school in the 2024 school year.

Note: The parties agree that this clause will be deleted in future Agreements.

5.4 Length of the Timetabled School Day, School Week and School Year

5.4.1 The length of the timetabled school day is determined by the requirement that students are normally required to be in attendance for two half days, one before noon, the other after noon.

5.4.2 The length of the timetabled school week is determined by the requirement that students are normally required to be in attendance for 10 half days per week, except where interrupted by any public holiday or any other holiday allowed for in accordance with the Education and Training Act 2020 or regulations made under that Act or by any provision in this agreement authorising the absence of teachers. The 10 half days will usually be timetabled from Monday to Friday inclusive, but they may be timetabled on a Saturday or a Sunday.

5.4.3 The length of the timetabled school year is determined by the requirement that schools must be open for instruction for at least the minimum number of half days in any one calendar year, as set out in relevant legislation. The number may be reduced by any lawful decision of the employer to close the school for instruction.

5.4.4 The normal timetabled teaching load in respect of any one day, one week or one year is related to the requirements outlined above, taking account of the normal timetabling practices of each school.

5.5 Class Size

5.5.1 In accordance with its timetabling policy, it is expected that employers will use reasonable endeavours 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 clause 5.2.1 (d) will apply.

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

5.6 Term Breaks and Other Times When Schools Are Not Open For Instruction

5.6.1 Except as outlined in clauses 5.6.2 and 5.6.3 teachers will not be required to attend school:

- (a) before approximately 8.30am and after 4:30pm on days that the school is open for instruction (or such other hours of opening that may be agreed under 5.1.4);
- (b) on days that the school is not open for instruction at all, such as term breaks or public holidays.

5.6.2 The employer may require teachers to participate in professional development opportunities at times when the school is not open for instruction, provided that:

- (a) teachers cannot be required to attend during a closedown period under clause 6.1.3; and
- (b) teachers are not required to attend for more than five days, or equivalent, per school year; and
- (c) the employer takes account of individual teacher needs; and
- (d) teachers' own initiatives in undertaking professional development during time when the school is not open for instruction are considered.

5.6.3 The employer may require teachers to attend school or elsewhere when the school is not open for instruction, provided that:

- (a) the time is used for all or any of the following purposes – school administration, preparation and coordination, departmental or related activities and community, parent and whānau contact and liaison; and
- (b) teachers cannot be required to attend during a closedown period under clause 6.1.3; and
- (c) teachers are not required to attend for more than five days, or equivalent, per school year; and
- (d) the employer endeavours to arrange matters at the school in such a way that any requirement under this clause is not unreasonable; and

- (e) the employer takes account of teachers' individual needs; and
- (f) teachers' own initiatives in undertaking work for the above purposes are counted.

5.6.4 Where teachers are required to attend school or elsewhere when the school is not open for instruction pursuant to 5.6.2 and 5.6.3 above, they shall be reimbursed for any actual and reasonable costs incurred.

Note: *This provision does 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.*

PART SIX: Leave

6.1 Leave under the Holidays Act 2003

Note: The following provisions are inclusive of and not in addition to the provisions of the Holidays Act 2003. Teachers can obtain more information about their entitlements under the Act from the NZPPTA and from the Ministry of Business, Innovation and Employment – see <https://www.employment.govt.nz/leave-and-holidays/>

- 6.1.1 In accordance with the Holidays Act 2003, teachers, other than short-term relievers, are entitled to paid annual holidays in respect of each completed 12 months of continuous employment (*see s16 of the Holidays Act 2003 for the impact of leave without pay on continuous employment*).
- 6.1.2 When not on annual holidays teachers have discretion about whether, where and when they carry out their duties during periods when students are not in attendance or when teachers have no timetabled hours or other duties that require them to be at school, subject to clauses 5.1.2, 5.6.2 and 5.6.3 above.
- 6.1.3 **When Annual Holidays will be taken - Closedown**
 - (a) A teacher must take their annual holidays when the school customarily closes for instruction as follows:
 - (i) the close down period will commence each year upon completion of the half days the school is required to be open as set out in clause 5.4.3 except where the school operates an alternative calendar
 - (ii) schools that operate an alternative calendar may operate two or more closedowns during term breaks which are notified to teachers at the commencement of each school year.
 - (b) The teacher will be given at least 14 days' notice of the closedown dates.
 - (c) Where the Holidays Act 2003 entitles a teacher to take sick, bereavement and/or family violence leave during some or all of the closedown period, the teacher will take their annual holidays at another time, usually during a term break, by prior arrangement with the employer whose consent will not be unreasonably withheld. Where agreement between the employer and teacher cannot be reached, the employer may direct the teacher to take their annual holidays by giving the teacher not less than 14 days' notice.
 - (d) Where a teacher takes paid sick or family violence leave during a period of annual holidays, the leave will be deducted from their balance.

6.2 Sick Leave

6.2.1 Sick Leave Entitlement

- (a) Until 27 January 2024 a teacher is entitled to sick leave on pay on account of sickness or injury as follows:

Length Of Service	Aggregated Sick Leave Entitlement
Up to 3 months	7 days
Over 3 months and up to 6 months	14 days
Over 6 months and up to 9 months	31 days
Over 9 months and up to 5 years	46 days
Over 5 years and up to 10 years	92 days
Over 10 years and up to 20 years	154 days
Over 20 years and up to 30 years	229 days
Over 30 years	306 days

- (b) From 28 January 2024 a teacher is entitled to sick leave on pay on account of sickness or injury as follows:

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

- (c) The amount of sick leave available shall be the teacher's accumulated entitlement as set out above, less the total amount of paid sick leave the teacher has taken during their aggregate teaching service.
- (d) For the purposes of sick leave, service is the aggregate of:
- (i) all full and part-time employment as a teacher in any state or state-integrated school; plus
 - (ii) any service granted under clause 6.2.2 below; and
 - (iii) all short-term relief worked in any state or state-integrated school on the basis that every 190 days or 950 hours equals one year of sick leave service.
- (e) The amount of sick leave available to a teacher returning to teaching service following a break in service will be the balance that applied on their last day of employment plus any additional entitlement that may be credited under clause 6.2.2. Any part-year employment completed prior to the break in service will be counted towards the timing of their next entitlement after return to service. Further entitlements will be granted when the teacher reaches the next entitlement threshold as outlined in clause 6.2.1(b) above.

6.2.2 Recognition of other employment for additional sick leave purposes

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

- (i) Employment as a teacher in a New Zealand free kindergarten association, university, or polytechnic and/or employment as a teacher in Fiji, Cook Islands, Tonga, Samoa or Niue registered schools. For this purpose, permanent part-time employment and non-permanent employment that consists of employment for 20 hours or more per week will be recognised as full-time employment under this Agreement. Non-permanent part-time employment of less than 20 hours per week will be credited as follows:
 - 80 hours are recognised as the equivalent of one month of employment under this Agreement, and
 - 1000 hours are recognised as the equivalent of one year of employment under this Agreement.
- (ii) Employment in the New Zealand Public Service and/or Armed Forces may be credited on such terms as the Secretary for Education may agree.
- (b) Any sick leave entitlement credited under clause 6.2.2(a) shall be reduced by the amount of sick leave taken during the applicable periods of employment.

6.2.3 Taking sick leave

- (a) A teacher, other than a short-term reliever, who has sick leave entitlement available under clause 6.2.1 may take sick leave on pay when they are absent because they are sick or injured or where the teacher's spouse, partner, or someone dependent on the teacher for care is sick or injured.
- (b) The employer may grant paid sick leave in advance from the teacher's next annual entitlement i.e., up to 10 days, which will be deducted from their next annual entitlement.
- (c) Teachers will have sick leave deducted from their entitlements set out in clause 6.2.1 above as follows:
 - (i) Sick leave is only deducted on days that the school is open for instruction, and on which the teacher would normally have worked.
 - (ii) For full time teachers sick leave will not be deducted for an absence that is less than two hours.
 - (iii) For part time teachers sick leave will not be deducted for an absence that is less than 25% of the hours normally worked on that day.

6.2.4 Sick leave for Short Term Relievers

- (a) A short-term reliever who has accepted an offer of a period of short-term relief teaching and who cannot work on a day(s) during that period is entitled to paid sick leave for the day or hours they would have worked, provided they have sick leave entitlement available under clause 6.2.1.
- (b) Short term relievers may use sick leave because they are sick or injured, or because their spouse, partner, or someone dependent on the short-term reliever for care is sick or injured.

6.2.5 Medical Evidence

- (a) While a medical certificate will not normally be required for leave of within five consecutive calendar days, where it is considered warranted, an employer may require a teacher to produce a medical certificate or other evidence of sickness or injury satisfactory to the employer. If so, the employer will agree to meet the employee's reasonable expenses in obtaining proof.

- (b) When more than five consecutive calendar days sick leave is taken a medical certificate from a registered health practitioner may be required to be provided to the employer. If the teacher cannot obtain a medical certificate other evidence of sickness or injury satisfactory to the employer may be provided.
- (c) When a period of sick leave exceeds 14 working days the employer may require the teacher to:
 - (i) provide a medical certificate from a registered health practitioner stating the expected date the teacher will be able to return to work. The employer may require the teacher to provide further medical certificates should the sick leave continue beyond the expected date of return stated in this or subsequent medical certificates.
 - (ii) obtain a second medical opinion from an independent registered health practitioner nominated by the employer and agreed to by the teacher, provided that such agreement shall not be unreasonably withheld. The cost of a second medical opinion will be met by the employer.

6.2.6 Teachers temporarily working reduced hours on account of sickness

- (a) The employer may allow, at its discretion, a teacher who has been on sick leave to return to duty on a reduced hours basis, usually for a period of no more than six weeks, if:
 - (i) the teacher's doctor recommends and provides a medical clearance for the return to work, and
 - (ii) there would be no staffing or timetabling problems for the school.
- (b) The daily hours the teacher does not work each week will be aggregated and deducted as sick leave as a proportion of the total hours they would usually work in that week.

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

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

6.2.8 Disregarded sick leave

- (a) Disregarded sick leave not exceeding an overall aggregate of two years shall be granted by the Secretary for Education where in the opinion of the Secretary one of the following conditions has been met:
 - (i) The sickness can be traced directly to the conditions or circumstances under which the teacher is working; or
 - (ii) The injury occurred in the discharge of the teacher's duties through no fault of the teacher and where no payment has been made by the Accident Compensation Corporation; or
 - (iii) The teacher has contracted a notifiable disease listed in Part 1 of Schedule 1 of the Health Act 1956, and the teacher is either:

- complying with a written request or direction from a Medical Officer of Health under the Health Act 1956 to refrain from attending school for a specified period, or
 - Is otherwise required by a relevant Public Health Order to refrain from attending school for a specified period; or
- (iv) The teacher has contracted hepatitis or tuberculosis, where the period of disregarded sick leave is the time that the teacher's treating registered medical practitioner decides is necessary for the teacher to remain away from school; or
- (v) The absence was due to war injury or service.
- (b) Where sick leave has been deducted for any period granted as disregarded sick leave under 6.2.8(a)(i) to 6.2.8(a)(v) above, the sick leave will be reinstated.
- (c) Disregarded sick leave is additional to any period of absence on account of sickness or injury to which the teacher is entitled with full salary in accordance with the scale set out in clause 6.2.1 above.
- (d) Fixed term or relieving teachers shall only be granted disregarded sick leave, as provided for in 6.2.8(a) above, where they have been in continuous employment before the date of application.

6.3 Parental Provisions

6.3.1 The teacher is entitled to take parental leave under the Parental Leave and Employment Protection Act 1987 (PLEPA). In addition to the teacher's rights under the PLEPA the following shall apply:

- (a) Parental 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. The teacher can take up to 12 months unpaid leave from the date of birth, or in the case of adoption, whangai or Home for Life placement of a child under the age of six years, from the date the teacher becomes the primary carer.
- (b) A teacher with 12 months or more service shall be entitled to up to a further 12 months' unpaid 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 leave under 6.3.1(a);
- (c) The teacher's position will be held open, subject to the surplus staffing provisions of 3.9 of this Agreement, for the duration of their parental 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 their intention to return to work early. A teacher must give their employer at least one month's notice if it is their intention to return to work before their parental leave expires. This provision shall not apply in the case of a teacher who has had a miscarriage or a stillborn child. In such cases the teacher may elect to return to work immediately.
- (d) A teacher intending to resign because of pregnancy must be advised of their right to take parental leave.

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

6.3.2 Parental Grant

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

Primary carer means:

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

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

6.3.3 Sick Leave During Pregnancy and while on Parental Leave

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 their sick leave entitlement.

6.3.4 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 hiahia 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 ētahi atu whakawātea hirahira (me te utu) rānei, ka taea te whakatārewa i taua whakawātea, kia pai ai te tuku whakawātea tangihanga ki a ia i raro o te ture 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 6.3.4 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 sections 597 and 600 of the Education and Training Act 2020, 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.
- (e) 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.

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

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 FTE (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) 50 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 1: These awards shall be allocated according to the current application processes and criteria. The parties may agree to amend these from time to time.

Note 2: A teacher in receipt of the allowance for the Kāhui Ako Teacher (across community) role may apply for Sabbatical Leave to be taken while they hold that role provided that any application has the support of their employing board which shall consider the needs of the wider Kāhui Ako.

6.6.7A Sabbatical Leave for Senior Managers

- (a) From the start of the 2012 school year, ten (10) 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 1: 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.

Note 2: A teacher in receipt of the allowance for the Kāhui Ako Teacher (across community) role may apply for Sabbatical Leave to be taken while they hold that role provided that any application has the support of their employing board which shall consider the needs of the wider Kāhui Ako.

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). 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 The ability to take up the entitlement to refreshment leave in clause 6.7.1 is subject to:
- (a) The teacher providing reasonable notice to the employer of their intention to take refreshment leave; and
 - (b) The employer's ability to find a suitable reliever to fill the vacancy created by the teacher taking the leave. A suitable reliever is a teacher who will be able, to the satisfaction of the employer, to relieve in the school during the period of the teacher's leave. The employer shall use reasonable 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 refreshment leave, priority will be dependent on the length of service of the individual teachers in the school.

- (e) A teacher in receipt of the allowance for the Kāhui Ako Teacher (across community) role may apply for refreshment leave to be taken while they hold that role provided the duration of the leave is no more than one term and that any application for the leave has the support of their employing board which shall consider the needs of the wider Kāhui Ako.

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

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

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 Family Violence Leave

- 6.11.1 Leave as provided for by the Holidays Act 2003 is in addition to other leave allowances within this collective agreement.

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. Where a teacher receives the field allowance the incidentals allowance shall not be payable.

7.4 Use of Private Vehicles for Official Business

- 7.4.1 Where any teacher is:
- (a) Required by the employer to use their 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 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 as set out in Appendix C in the following circumstances:

Relocating to another housing district

CIRCUMSTANCE	CRITERIA/DEFINITION	ENTITLEMENT
Moving from employment in a State or State-Integrated school to employment in a different State or State-Integrated school		
Appointment to a position 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.	All applicable removal expenses
Shifting from a staffing incentive or high priority teacher supply school to a permanent position or a long-term relieving position	A teacher must have completed continuous service totalling at least three years in one or more staffing incentive or high priority teacher supply school(s). If during the period of the teacher's employment the school loses its classification the entitlement is retained as long as the teacher fulfils the continuous service requirement.	All applicable removal expenses
Teacher's position disestablished or reduced in grade but not lost, due to falling rolls	Where the teacher takes up a temporary or relieving position and later moves again to a permanent position	All applicable removal expenses
Teacher's position lost through no personal fault e.g. through disestablishment, closure, amalgamation or translation of a school		All applicable removal expenses
Itinerant music teachers taking up an appointment in Southland		All applicable removal expenses
Protected country service	Teachers who held an entitlement to removals from a country service school when the former country service provisions were replaced by the staffing incentives package, preserve that entitlement for their next position in the education service.	All applicable removal expenses
Teachers on long-term specialist courses of at least	<ul style="list-style-type: none"> A teacher who has been granted leave by their Board and has to move to attend a Ministry of 	All applicable removal expenses

one academic year's duration	<p>Education Te Tāhuhu o te Mātauranga approved long-term specialist course.</p> <ul style="list-style-type: none"> • A teacher moving to their first subsequent permanent appointment after the course is completed. 	
Direction of school closure by the Minister of Education as a result of an earthquake, fire, flood or other natural disaster	<p>Any teacher appointed to another school or position</p> <p>A teacher who is obliged to live away from home while holding a temporary position.</p>	<p>Actual and reasonable applicable removal expenses</p> <p>Actual and reasonable expenses.</p>
Appointed to a role in a State or State Integrated School – does not need to be moving from employment in a State or State Integrated School		
First permanent appointment following graduation from a course of teacher training recognised by the Secretary for Education (except where that appointment is to a staffing incentive or high priority teacher supply school)	The teacher must be resident in New Zealand at the time of appointment	<ul style="list-style-type: none"> • The cost of public transport (including airfares where necessary) for the teacher and dependants, or if public transport is not available, the appropriate motor vehicle rate to the nearest point of public transport; • The cost of removal of furniture and effects; • When a teacher sells a house and buys another within one year of first appointment, actual legal expenses up to \$1000.00.
Appointment to a permanent position in a staffing incentive or high priority teacher supply school	The school is designated by the Secretary as a staffing incentive or high priority teacher supply school.	All applicable removal expenses incurred within New Zealand
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	All applicable removal expenses incurred within New Zealand

Note: For the purposes of clause 8.1.1 relocating to another housing district means where the shortest distance by road between either the current residence or current employing school and new employing school is 70 kilometres or more.

Relocating within a housing district

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

- 8.1.2 Where the teacher requires the transfer of effects and transit insurance, the teacher must use the provider contracted by the Ministry of Education | Te Tāhuhu o te Mātauranga.
- 8.1.3 For the purposes of this Part, appointment to a long-term relieving position must be for four terms or longer.
- 8.1.4 All relocations must relate to employment in a state or state integrated school.

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 their 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 Ministry of Business, Innovation and Employment for mediation assistance, or to the Employment Relations Authority.

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

Services Available To help resolve employment relationship problems, Employment New Zealand provides:

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

9.2 Personal Grievances

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

103 Personal grievance

- (1) For the purposes of this Act, personal grievance means any grievance that an employee may have against the employee's employer or former employer because of a claim—
- (a) that the employee has been unjustifiably dismissed; or
 - (b) that the employee's employment, or 1 or more conditions of the employee's employment (including any condition that survives termination of the employment), is or are or was (during employment that has since been terminated) affected to the employee's disadvantage by some unjustifiable action by the employer; or
 - (c) that the employee has been discriminated against in the employee's employment; or
 - (d) that the employee has been sexually harassed in the employee's employment; or
 - (da) that the employee has been treated adversely in the employee's employment on the ground that the employee is, or is suspected or assumed or believed to be, a person affected by family violence; or
 - (e) that the employee has been racially harassed in the employee's employment; or
 - (f) that the employee has been subject to duress in the employee's employment in relation to membership or non-membership of a union or employees organisation; or
 - (g) that the employee's employer has failed to comply with a requirement of Part 6A; or
 - (h) that the employee has been disadvantaged by the employee's employment agreement not being in accordance with section 67C, 67D, 67G, or 67H; or
 - (i) that the employee's employer has contravened section 67F or 67G(3); or
 - (j) that the employee's employer has, in relation to the employee,—
 - (i) engaged in adverse conduct for a prohibited health and safety reason; or
 - (ii) contravened section 92 of the Health and Safety at Work Act 2015 (which prohibits coercion or inducement); or
 - (k) that the employer has retaliated, or threatened to retaliate, against the employee in breach of section 21 of the Protected Disclosures (Protection of Whistleblowers) Act 2022 (because the employee intends to make or has made a protected disclosure).
- (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.
- (4) For the purposes of sections 103B, 115A, and 123A, the provisions of this Act that describe, define terms relating to, and provide for the application of the grounds for a

personal grievance under subsection (1) apply with all necessary modifications as if—

- (a) references to the employer were references to the controlling third party; and
- (b) references to the employee's employment included work the employee has performed under the control or direction of a controlling third party.

103A Test of justification

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

104 Discrimination

- (1) For the purposes of section 103(1)(c), an employee is **discriminated against in that employee's employment** if the employee's employer or a representative of that employer, by reason directly or indirectly of any of the prohibited grounds of discrimination specified in section 105, or by reason directly or indirectly of that employee's refusal to do work under section 83 of the Health and Safety at Work Act 2015, or involvement in the activities of a union in terms of section 107 –

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

105 Prohibited grounds of discrimination for purposes of section 104

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

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

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

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

(2) *[Repealed]*

108 Sexual harassment

- (1) For the purposes of sections 103(1)(d) and 123(d), an employee is **sexually harassed in that employee's employment** if that employee's employer or a representative of that employer –
 - (a) directly or indirectly makes a request of that employee for sexual intercourse, sexual contact, or other form of sexual activity that contains-
 - (i) an implied or overt promise of preferential treatment in that employee's employment; or
 - (ii) an implied or overt threat of detrimental treatment in that employee's employment; or
 - (iii) an implied or overt threat about the present or future employment status of that employee; or
 - (b) by:
 - (i) the use of language (whether written or spoken) of a sexual nature; or
 - (ii) the use of visual material of a sexual nature; or
 - (iii) physical behaviour of a sexual nature, –

directly or indirectly subjects the employee to behaviour that is unwelcome or offensive to that employee (whether or not that is conveyed to the employer or representative) and that, either by its nature or through repetition, has a detrimental effect on that employee's employment, job performance, or job satisfaction.
- (2) For the purposes of sections 103(1)(d) and 123(d), an employee is also **sexually harassed in that employee's employment** (whether by a co-employee or by a client or customer of the employer), if the circumstances described in section 117 have occurred.

109 Racial harassment

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

- (c) has, either by its nature or through repetition, a detrimental effect on the employee's employment, job performance, or job satisfaction.

110 Duress

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

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 9 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 their 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 their 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 (Te Kura) 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.
- 11.2.4 The parties recognise the need for kaiako to have sufficient time to engage with whānau and ākonga in order to deliver high-quality, future-focused, teaching and learning and that Student: Teacher ratios are a crucial part of that. The employer, following consultation with kaiako, will annually review:
- Ākonga: Subject kaiako ratios;
 - circumstances where individual teachers have a ākonga: subject kaiako ratio consistently above allocations;
 - Ākonga: Kaimanaaki ratios; and
 - any other relevant matters.

11.3 Procedures for Determining Surplus Staffing

- 11.3.1 The provisions below replace Clauses 3.9-3.9.9 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 school board, 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 their 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 their supernumerary employment at Te Kura or at any other school at the request of the employee and with the approval of both 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 their 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 their 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 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. If the employer is unable to fully allocate the allowances referred to in 11.5.2 then the employer may allocate up to three (3) Management Allowances to any unit holder who meets the criteria in 11.5.3.
- 11.5.6 Up to 30% of the allowances may be allocated on a fixed term basis.
- 11.5.7 From 3 July 2023, each Management Allowance shall generate an additional salary payment of \$2,000 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 Health and Safety in the workplace and that it is a mutual obligation of the employer and employees to achieve this through a representative, engagement and participative approach.
- 12.1.2 To this end, the employers' and employees' attention is drawn to the Health and Safety at Work Act 2015 and associated Regulations. 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 employees' health, safety or welfare is shown to be at risk in the carrying out of their duties the employer shall take all reasonably practicable steps to eliminate or minimise the identified risk for the employees and to do so in consultation with the relevant health and safety representatives, committees and authorities that may be identified.

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.
- 12.2.3 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 on Appointment

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

1. General

- 1.1. Salary on appointment depends on qualifications and credit for previous service as set out in 5 to 9 below.

Note: The Ministry of Education | Te Tāhuhu o te Mātauranga verifies the level(s) of qualification(s) for salary purposes using information from the New Zealand Qualifications Authority and the Teaching Council of Aotearoa New Zealand.

- 1.2. Service credits for salary purposes may be made up of teaching service in a New Zealand state or state integrated school (as outlined in 5.1 below), other teaching service (as outlined in 6.1-6.4 below), relevant work experience other than teaching (as outlined in 7.1 below) and/or childcare (as outlined in 8.1 below).
- 1.3. Except where clause 4.2.2(e) of Part 4 of this agreement applies for recent teacher education graduates, credit for each period of other teaching service, relevant work experience other than teaching, and childcare shall be calculated and credited only once, on appointment or reappointment to a teaching position in a New Zealand secondary school.
- 1.4. For salary credit purposes the following definitions will apply:
- Full credit means that each year of equivalent service (or part thereof) will count as one year (or part thereof) of teaching service.
 - Half credit means that each year of equivalent service (or part thereof) will count as six months (or part thereof) of teaching service.
 - One third credit means that each year of equivalent service (or part thereof) will count as four months (or part thereof) of teaching service.

2. First appointment

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

3. Reappointment after a break in service

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

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

- 4.1. Teachers in current positions may request assessment of improved or additional qualification(s) as set out in 4.2.1(c) of Part 4 of this agreement.

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

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

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

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

6. **Other teaching service**

- 6.1. Other teaching service for salary purposes shall include an aggregate of all teaching service in the employment of:
- (a) a university
 - (b) a registered initial teacher education provider
 - (c) a polytechnic
 - (d) a New Zealand registered private school
 - (e) a free kindergarten association and/or registered teacher-led early childhood centre; and/or
 - (f) an overseas school provided it was a state school or a school subject to state inspection subject to 6.3 below.
- 6.2. Full credit shall be granted where the service in 6.1(a) to (f) above was as a registered teacher or was a teacher who held the equivalent of a recognised New Zealand teaching qualification, otherwise where the service in 6.1(a) to (f) above was not as a registered teacher or evidence of registration cannot be provided, half credit shall apply.

- 6.3. Overseas teachers who gain registration through either the Teaching Council's comparable qualifications or core components pathways will be deemed to have met the requirements for registration from the date they completed that/those qualification(s). For the purposes of Appendix A clause 6.1, overseas teaching service will count from the date the NZQA deems those qualification(s) to have been completed. Relevant work experience (including overseas teaching service completed prior to that date) will be determined under Appendix A clause 7.1.
- 6.4. Overseas teachers who gain registration through the Teaching Council's discretionary pathway will be deemed to have met the registration requirements from the date registration is granted in New Zealand. Overseas teaching service completed after the date registration is granted in New Zealand will be determined under Appendix A clause 6.1 and relevant work experience (including overseas teaching experience completed prior to the date registration is granted in New Zealand) will be determined under Appendix A clause 7.1.
7. **Relevant work experience other than teaching**
- 7.1. Work experience other than teaching, attested by the employer as being directly relevant to a teacher's curriculum and/or pastoral duties, shall receive the following service credit for salary purposes:
- (a) half credit for relevant work experience completed after the completion of a recognised and appropriate vocational qualification that is at least Level 5 on the National Qualifications Framework.
 - (b) one third credit for relevant work experience completed after the completion of a recognised and appropriate vocational qualification that is at least Level 4 on the National Qualifications Framework.
 - (c) one third credit to a maximum of two salary steps for relevant work experience where no vocational qualification at Level 4 or higher on the National Qualifications Framework was completed prior to that work.
- 7.2. From 9 August 2023 where the highest trade or vocational qualification is below Level 7 on the NQF, a trade or vocations qualification listed in clause 10 of Appendix A (or its equivalent at 5 or 6 on the National Qualifications Framework) shall be recognised for G3+ if the teacher has at least 6000 hours of applicable trade or vocational work experience.
8. **Childcare**
- 8.1. One third credit shall be given where a teacher resigns or takes leave from the New Zealand teaching service in order to care for their own children provided that the teacher was a registered teacher (or equivalent) at the time of resigning or taking leave, otherwise no credit will be given.
- Note:** *The one third credit shall apply to the total time away from teaching, excluding any periods for which salary credit is given under 5, 6 or 7 above.*
9. **Māori Language Trainees and Te Atākura Graduates**
- 9.1. 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 an initial teacher education course. 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 initial teacher education courses exist whose graduates will qualify for this entitlement.*

10. **Vocational or Trade Qualifications**

10.1. The following vocational or trade qualifications can be used to establish a teacher's salary qualification group under clause 4.1.2 (bullet 4):

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

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 them 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 10(7) of the Education and Training Act 2020).

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 their 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 their 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 their 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 their 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 their 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 their 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 be converted to a payment under any of the provisions of medical retirement*

(a) Medical Retirement Payment

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

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

(b) Post-dated medical retirement

The employee remains on paid sick leave and receives their 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 their 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 Teaching 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 4.17 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 10(7) of the Education and Training 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 10(7) of the Education and Training 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 \$55.29;
- (b) For the second month, up to a maximum of two thirds of the rate of \$55.29;

- (c) For the third month, up to a maximum of one third of the rate of the \$55.29;
- (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 \$55.29;
- (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 contracted to the Ministry of Education | Te Tāhuhu o te Mātauranga 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 the 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

	Up to 9 August 2023	From 9 August 2023
1.1 Travelling Allowance Travelling allowances shall be as follows: <ul style="list-style-type: none"> (a) Standard daily rates (meals) <ul style="list-style-type: none"> (i) For each full 24 hour period \$55.29 \$55.29 (ii) For additional periods less than 24 hours but more than 10 hours \$55.29 \$55.29 (iii) For additional periods up to 10 hours \$23.40 \$23.40 (b) Staying privately daily rates <ul style="list-style-type: none"> (i) Accommodation allowance per night \$32.40 \$32.40 (ii) Meals for each 24 hour period \$27.65 \$27.65 (iii) For additional periods less than 24 hours \$27.65 \$27.65 		
1.2 Incidentals Allowance	\$7.14	\$7.14
1.3 Meal Allowance	\$15.00	\$15.00
1.4 Field Allowance Field allowances shall be as follows: Basic daily rate	\$25	\$25
1.5 Use of private vehicle on official business shall be as follows: Rate: cents/km <ul style="list-style-type: none"> (a) Motor car Annual kms run on official business 62c 83c (b) Motor cycle (small) Annual kms run on official business 20c 31c 0-6400 km 17c 31c over 6400 km <i>Note: In some circumstances, due to IRD requirements, payment of reimbursements above certain levels may be subject to PAYE.</i>		
1.6 Transport Allowance for Relieving Teachers Rate: cents/km <ul style="list-style-type: none"> (a) Motor cars 37.89c 37.89c (b) Motor cycles, motor scooters, mopeds and power cycles 15.95c 15.95c 		
1.7 Tea Allowance	\$1.15 per week	\$1.15 per week
1.8 Relieving Allowance Standard Meal Rate <ul style="list-style-type: none"> (a) Reduced (staying privately) – accommodation and meals <ul style="list-style-type: none"> i. For each 24 hour period \$41.47 \$41.47 ii. For additional periods less than 24 hours \$50.21 \$50.21 	Daily rates \$41.47 \$50.21 \$19.35	Daily rates \$41.47 \$50.21 \$19.35

APPENDIX E: Resource Teachers Learning and Behaviour (RTLB)

- 1.1 The process outlined applies to changes of RTLB Cluster Lead School Employer board (RCLSE) within schools where the RTLB are and are to be employed by boards that are bound by this agreement.
- 1.2 A change to a new RCLSE employed by a board not bound by this agreement will continue to be dealt with on a case-by-case basis, but shall include grandparenting of total remuneration and coverage by this agreement while the transferred teachers remain employed as an RTLB with the new RTLB Cluster Lead School Employer board.
- 2.1 Where an RTLB Cluster Lead School Employer board (RCLSE) proposes to relinquish that role, the board shall inform the Ministry of Education National Office of the proposal.
- 2.2 The board will inform the RTLBs it employs about the proposed relinquishment, and will consult those RTLBS on the proposed relinquishment, within 14 days of informing the Ministry of the proposal.
- 2.3 If the board confirms the decision to relinquish its RCLSE role, the Ministry of Education will inform PPTA Te Wehengarua about the confirmed relinquishment, and the process to be used to identify a new RCLSE.
- 2.4 Once a replacement RCLSE has been selected by the Ministry of Education, the ceasing RCLSE will send a letter to each of its RTLBs giving notice of the disestablishment of their role (notice of termination because the board has relinquished its RCLSE role) and the new RCLSE will then send each of the RTLBs a letter of offer, offering them a RTLB position; the notice of termination and offer letter will be sent at least two months before the change of RCLSE takes effect.
- 2.5 If the RTLB declines a transfer to a suitable position, the employee will not be entitled to receive any payment or other benefit (including surplus staffing entitlements) on the grounds that their position has ceased to exist. If the position is not considered a suitable position and the employee declines a transfer, then the employee shall be entitled to the surplus staff entitlements set out in clause 3.9.7.
- 2.6 A 'suitable position' is a position that is:
 - (i) generally similar in role, duties and status; and
 - (ii) requires similar qualifications, training, skills and experience but may have a different title/or unit allocation; and
 - (iii) is in the same general locality; and
 - (iv) 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; and
 - (v) is not otherwise agreed to be unsuitable.
- 2.7 Any position remaining unfilled after this process will be part of a normal appointment process (clause 3.2 of this Agreement refers).
- 2.8 Where an RTLB transfers to a new RCLSE as a result of the former RCLSE relinquishing its role, the RTLB:
 - (a) Will be bound by the collective agreement which covers the new RCLSE.
 - (b) Will transfer on to a base salary step no less than what was received while employed by the former RCLSE.
 - (c) Will retain the permanent salary unit allocated to the RTLB position.
 - (d) Will retain the special duties increment allowance.

- (e) Will retain the number of permanent Leadership Payments allocated by the former RCLSE for one year from the date of commencement with the new employer whilst the RTLB continues to hold an RTLB position.
 - (f) Retains additional permanent unit(s) and/or allowances allocated by the former RCLSE for one year from the date of commencement with the new employer whilst the RTLB continues to hold an RTLB position with the new employer.
 - (g) Retains additional fixed term unit(s) and/or allowances allocated by the former RCLSE for the lesser of the term of the appointment agreed or for a maximum of one year whilst the RTLB continues to hold an RTLB position.
 - (h) Retains payments made under the Staffing Incentive Allowance or the High Priority Teacher Supply Allowance (HPTSA) provisions while they continue to be employed by an RCLSE which attracts such allowances.
 - (i) Retain continuous service for leave purposes.
- 2.9 RTLB who are or who become housed in host schools which attract the HPTSA or the Staffing Incentive Allowance, shall also be entitled to such allowances, provided that these allowances are not payable in respect of both the RCLSE and host school.
- 2.10 RTLB employed in a fixed term position will be offered employment to a suitable position with the new lead RCLSE for a fixed term corresponding with the remaining period of their original fixed term position.

APPENDIX F: Sick Leave Translation

Translation

Translation from a teacher's current table-based entitlement to the proposed allocation shall occur on 28 January 2024. Translation will be based on the years of service accrued under the teacher's current table-based entitlement and the corresponding allocation for the accrued years of service, less sick leave taken, but no teacher shall be allocated a sick leave balance of less than 10 days.

Examples of translation:

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

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

Appendix to CA

Current Table			Proposed allocation		
Accrued Years of Service	Entitlement	Accumulated Entitlement	Years of Service	Entitlement	Accumulated entitlement
On appointment	7	7	On appointment	20	20
0.5	24	31	0.5	10	30
1	15	46	1	10	40
1.5		46	1.5	10	50
2		46	2	10	60
2.5		46	2.5	10	70
3		46	3		70
3.5		46	3.5	10	80
4		46	4		80
4.5		46	4.5	10	90
5	46	92	5		90
5.5		92	5.5	10	100
6		92	6		100
6.5		92	6.5	10	110
7		92	7		110
7.5		92	7.5	10	120
8		92	8		120
8.5		92	8.5	10	130

Current Table		
Accrued Years of Service	Entitlement	Accumulated Entitlement
9		92
9.5		92
10	62	154
10.5		154
11		154
11.5		154
12		154
12.5		154
13		154
13.5		154
14		154
14.5		154
15		154
15.5		154
16		154
16.5		154
17		154
17.5		154
18		154
18.5		154
19		154
19.5		154
20	75	229
20.5		229
21		229
21.5		229
22		229
22.5		229
23		229
23.5		229
24		229
24.5		229
25		229
25.5		229
26		229
26.5		229
27		229
27.5		229
28		229

Proposed allocation		
Years of Service	Entitlement	Accumulated entitlement
9		130
9.5	10	140
10		140
10.5	10	150
11		150
11.5	10	160
12		160
12.5	10	170
13		170
13.5	10	180
14		180
14.5	10	190
15		190
15.5	10	200
16		200
16.5	10	210
17		210
17.5	10	220
18		220
18.5	10	230
19		230
19.5	10	240
20		240
20.5	10	250
21		250
21.5	10	260
22		260
22.5	10	270
23		270
23.5	10	280
24		280
24.5	10	290
25		290
25.5	10	300
26		300
26.5	10	310
27		310
27.5	10	320
28		320

Current Table		
Accrued Years of Service	Entitlement	Accumulated Entitlement
28.5		229
29		229
29.5		229
30	77	306

Proposed allocation		
Years of Service	Entitlement	Accumulated entitlement
28.5	10	330
29		330
29.5	10	340
30		340

SIGNATORIES

This collective agreement was signed by the parties on 10 August 2023.

Jo Brunskill
Advisory Officer - Industrial
NZ Post Primary Teachers' Association

Tim Tucker
Manager Employment Relations
on behalf of the Secretary for Education

Witnessed by:

Kate Lethbridge
NZ School Trustees Association

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 certification. 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 certification 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 Māori education 	<ul style="list-style-type: none"> are competent in relevant curricula demonstrate a sound knowledge of current learning and assessment theory demonstrate a sound knowledge of current issues and initiatives in education, including Māori education 	<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 Māori 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 	<ul style="list-style-type: none"> 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>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 Māori vocabulary • common greetings and waiata • basic Māori protocols 	<p>continue to develop understandings and skills in the appropriate usage and accurate pronunciation of Te Reo Māori</p> <p>demonstrate an understanding of basic Māori protocols when opportunities arise</p>	<p>demonstrate commitment to the promotion in education of:</p> <ul style="list-style-type: none"> • the appropriate and accurate use of Te Reo Māori • the adoption of Māori 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

SUPPLEMENT 2: Service/Qualification Increment

As provided in clause 4.9.9 the acquisition of an additional qualification before the service increment is payable is not a requirement for the following categories of teacher:

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

TERMS OF SETTLEMENT

This section sets out the components of the settlement of the *Secondary Teachers' Collective Agreement (STCA) 2022 – 2025*.

This agreement has been settled between the Secretary for Education and the New Zealand Post Primary Teachers' Association | Te Wehengarua (PPTA). It shall be subject to ratification by PPTA members pursuant to section 51 of the Employment Relations Act 2000.

The terms outlined in this document are valid for ratification by PPTA members provided ratification is confirmed and the new collective agreement is signed no later than 5pm on 11 August 2023.

1. Term of agreement

The parties agree that the term of this agreement is three years from 3 July 2022 to 2 July 2025, provided this agreement is signed by 5pm on 11 August 2023.

2. Remuneration

The parties agree that the Unified Base Salary Scale for Trained Teachers will be renewed for the term of the agreement and will provide three increases: **6%** effective from 3 July 2023, followed by **4%** on 3 April 2024, **3.9%** from 2 December 2024 to each step of the UBSS.

Additionally, from 3 July 2023, steps 1 and 2 of the UBSS are merged with a new minimum rate of \$56,757 as shown below:

Unified Base Salary Scale for Trained Teachers:

Step	Qualification Group Notations	Current Rates	New Step	Qualification Group Notations	Rates effective from 3 July 2023 (6%)	Rates effective from 3 April 2024 (+4%)	Rates effective from 2 December 2024 (+3.9%)
1	G1E, G2E, G3E	\$51,358	1	G1E, G2E, G3E	\$56,757	\$59,027	\$61,329
2		\$53,544					
3	G3+E	\$55,948	2	G3+E	\$59,305	\$61,678	\$64,083
4	G4E	\$58,133	3	G4E	\$61,621	\$64,086	\$66,586
5	G5E	\$61,794	4	G5E	\$65,502	\$68,122	\$70,779
6		\$65,776	5		\$69,723	\$72,512	\$75,340
7		\$70,040	6		\$74,243	\$77,213	\$80,224
8		\$75,190	7		\$79,702	\$82,890	\$86,123
9		\$79,413	8		\$84,178	\$87,545	\$90,960
10	G1M, G2M, G3M	\$85,490	9	G1M, G2M, G3M	\$90,620	\$94,245	\$97,920
11	G3+M, G4M, G5M	\$90,000	10	G3+M, G4M, G5M	\$95,400	\$99,216	\$103,086

Translation rules and scenarios explaining movement to the revised scale are contained in the attached Annexe 1.

The parties agree to increase the minimum and maximum pay rates for untrained teachers, as shown below:

Untrained Teachers

Step	Qualification Group Notations	Current Rates	Rates effective 3 July 2023	Rates effective 3 April 2024	Rates effective 2 December 2024
U1	G1, G2, G3 Entry	\$43,381	\$49,192	\$51,160	\$53,155
U2		\$47,534	\$51,192	\$53,240	\$55,316
U3	G4 Entry	\$52,669	\$55,829	\$58,062	\$60,327
U4	G5 Entry	\$54,090	\$57,335	\$59,629	\$61,954
U5		\$56,275	\$59,652	\$62,038	\$64,457
U6		\$59,554	\$63,127	\$65,652	\$68,213
U7	G1 Max	\$64,252	\$68,107	\$70,831	\$73,594
U8	G2 Max	\$68,951	\$73,088	\$76,012	\$78,976
U9		\$74,852	\$79,343	\$82,517	\$85,735
U10	G3, G4, G5 Max	\$77,584	\$82,239	\$85,529	\$88,864

3. Additional Payments

Partnership with PPTA Te Wehengarua

- In recognition of the value in their ongoing and productive relationship, including their joint efforts to build an environment in which the teaching profession is highly regarded, sustainable, and is fit for now and the future of learning, the parties agree that employees who are members of PPTA Te Wehengarua on 31 July 2023 and are bound by the STCA as at the date of ratification are entitled to receive:
 - A one-off gross payment of \$1,500, pro-rated for part-time and day relief teachers; and
 - A one-off gross payment of \$710, which has been calculated to provide a net of tax amount broadly equivalent to renewal of a teaching practicing certificate during the term of the agreement.

All Teachers

- The parties agree that all full-time teachers as at the date of ratification will receive a one-off gross payment of \$5,000, pro-rated for part-time and day relief teachers.

Clause wording is in the attached track-changed collective agreement.

4. Teacher registration fees and levy

Beyond the lump sum to be provided to teachers, the parties agree to the central payment of the fee to gain a full practicing certificate for beginning teachers who hold a provisional practicing certificate, from 3 July 2023 for the rest of the duration of the renewed Secondary Teachers' Collective Agreement. Currently the fees and levy amount to \$512.37.

5. Pastoral Care Time Allowance

The parties agree to introduce 1,340 Pastoral Care Time Allowances of 0.25 FTTE. There will be 1,340 allowances available nationally from 28 January 2025. These allowances will be apportioned by roll and weighted to the Equity Index.

6. Increase to motor vehicle allowance rate

The parties agree to increase the reimbursement rates provided in Appendix D, clause 1.5 for motor vehicles and motorcycles from the date the new collective agreement is settled as follows:

- the motor vehicle allowance rate increases from 62 cents per kilometre to 83 cents per kilometre.
- the motorcycle rate increases from 20 or 17 cents per kilometre to a single rate of 31 cents per kilometre.

7. Community Liaison trial

The parties agree that a trial of the role of Community Liaison will run from 28 January 2024 to 27 January 2026. The purpose of the role is to support the achievement, wellbeing and retention of Māori and Pacific students in secondary schools, by supporting community and family involvement and cultural engagement; provide opportunities for teachers to develop their cultural leadership skills within the wider school community.

There will be 335 Community Liaison roles available for the trial. Allocation of these roles will be on a school-by-school basis within agreed region(s), determined by a base component plus a number weighted by the Māori and Pasifika rolls of the school. Consideration will be given in the first instance to those teachers already working to support Māori and Pasifika learners and their whānau and communities, as making such appointments will assist in the setting of a base line upon which to measure the success of the trial.

Holders of the Community Liaison role will be allocated a time allowance of 0.04 FTE and a salary payment of \$1,000 per annum.

The trial will be subject to an evidence-based evaluation against measurable objectives. An interim report will be available to both parties by 30 May 2025 and a final evaluation report being made available by 31 July 2026. The aim should be to allow for at least one full academic year of the roles being in place before evaluation occurs.

8. Technology teacher qualification recognition – 6,000 hours post qualification

The parties agree to recognise National Qualifications Framework (NQF) Level 5 and 6 trade or vocational qualifications for salary purposes, where the highest trade or vocational qualification is below Level 7 on the NQF, and the teacher has at least 6000 hours of applicable trade or vocational work experience.

9. Māori Immersion Teaching Allowance increases

The parties agree to increase the Māori Immersion Teaching Allowance (MITA) for immersion Level 1 and 2 from 17 July 2023 at the following rates:

	Teaching time curriculum taught in te reo Māori					
	Level 1 - (81% to 100%)		Level 2 - (51% to 80%)		Level 3 - (31% to 50%)	
Years of service	To 16 July 2023	From 17 July 2023	To 16 July 2023	From 17 July 2023	To 16 July 2023	From 17 July 2023
Up to 3 years' service	\$4,000	\$6,000	\$4,000	\$5,000	\$4,000	\$4,000
After 3 years' service	\$6,000	\$10,000	\$4,000-	\$7,000	\$4,000	\$4,000-
After 6 years' service	\$8,000	\$12,000	\$4,000	\$8,000	\$4,000	\$4,000

10. Introduction of a Pacific Bilingual Immersion Teaching Allowance

The parties agree to introduce a Pacific Bilingual Immersion Teaching Allowance (PBITA) for immersion Levels 1 and 2 from 28 January 2024, at the following:

	Teaching time that curriculum is taught in a Pacific language	
Years of service	Level 1 - (81% to 100%)	Level 2 - (51% to 80%)
Up to 3 years' service	\$4,000	\$4,000
After 3 years' service	\$6,000	\$5,000
After 6 years' service	\$8,000	\$6,000

11. Prorated release non-contact time for part time teachers

The parties agree to introduce non-contact time for part-time teachers proportionate to that of a full-time teacher from 28 January 2025. From the same date the 11% salary loading will cease to apply to part time teachers. The parties will work together to develop guidance that ensures that no part-time teacher employed at the end of the 2024 school year and who continue to be employed on 28 January 2025 school year is disadvantaged due to the introduction of this provision.

12. Provisions consistent with the Holidays Act

The parties agree to update the wording of the collective agreement in relation to the Holidays Act to provide for a closedown from the day after the school closes for a school year during which teachers take their annual leave.

The provisions retain the current discretion and flexibility that teachers have over when and how they work during the remainder of their term breaks and other times when students are not required to be at school.

The agreed collective agreement wording:

- Confirms teachers are entitled to a period of annual leave as per the Holidays Act 2003, taken during a closedown, during which teachers cannot be asked to work or attend school.
- Affirms that, teachers should have discretion over how and where they work, as they do now, including during term breaks.
- Affirms that full-time teachers should be expected to work an average of 40 hours a week over the year unless the teacher has agreed to take on duties beyond those of a standard classroom teacher.

The parties also agree to remove the deduction of sick leave on weekend days thereby increasing the amount of sick leave available for teachers and confirms that teachers are entitled to at least 10 days sick leave each year, to take during the school terms. Importantly, the agreed translation rules will ensure that all teachers' current sick leave balances are maintained or improved with the move to fully compliant sick leave.

The parties note that there will still be issues around how leave for teachers is paid and recorded on the Education Payroll which will take some time to address. However, separately there is a programme of work to identify and remediate Holidays Act related payments and issues. This includes identifying the changes that would be required for accurate payments for all forms of leave.

13. Middle Management Allowance (MMA) rate in Te Aho o Te Kura Pounamu

From 3 July 2023, the parties agree to increase this MMA rate to \$2,000 per annum for consistency and the parties agree to remove the 100-allowance limit to the number that can be allocated.

14. Deletion of 'occasional' in 6.7.5 (refreshment leave)

The parties agree to amend the clause as follows:

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

15. Short-Term Reliever Provisions

The parties agree to raise the maximum salary cap for short-term relief teachers from UBSS Step 5 (new step as at 3 July 2023) to Step 6 from 28 January 2024.

The parties agree to change the definition of the continuous period of employment for short-term relief from the current six weeks to three weeks.

16. Definition of Education Gazette

The parties agree to amend clause 1.8(a) as follows: *"Advertised" means advertised online in the Education Gazette*".

17. Entitlement clarification and readability

The parties agree to other clause wording which updates and/or improves readability to entitlements for Removals Expenses, Parental Grant, Disregarded Sick Leave, acting in a Higher Position other than the Principal, Service Qualification Increment, Regional Health Schools Teachers, Salary Qualification Groups, job share apportioning and Surplus Staffing in school-initiated restructuring. Clause wording is in the attached track-changed collective agreement.

18. Cluster Employment

The parties agree to update provisions where teachers are employed to work with students across more than the one school (e.g., RTLB Clusters or Technology Centres) to simplify the administration where there is a change of host employer for these teachers.

19. Learning Support Coordinator role recognition and clarification

The parties recognise the valuable role of the Learning Support Coordinator in the Secondary Teachers' Collective Agreement. Clause wording is in the attached track-changed collective agreement (see clause 4.27).

20. Kāhui Ako Within School Teacher allowances

From 28 January 2024, the parties agree to changes in how schools in the Kāhui Ako can more flexibly allocate the current Within School Teacher allowances by dividing up to 50% of these into four responsibility allowances worth \$2,000 per annum and two responsibility time allowances of 0.04 FTE which may be allocated separately or in combination (and no less than 50% as Within School Teacher allowances worth \$8,000 per annum and 0.08 FTE time allowance), and that Kāhui Ako inquiry time will be removed. Clause wording is in the attached track-changed collective agreement.

21. Professional Learning and Development Fund

The parties agree to enter into a Professional Learning and Development Services Agreement on the terms recommended by the Arbitration Panel. Teachers may apply each year to the Professional Learning and Development Fund for approved activities. Applications will be assessed under the terms of the Fund agreed by the parties. Clause wording in the attached track-change collective agreement (see clause 3.16).

22. Related matters

We note that the Education Payroll will implement the lump sum payments by 5 September 2023 and the rest of the settlement by 18 October 2023, providing the collective agreement is signed by 11 August 2023.

The PPTA agrees that the terms and conditions in the collective agreement will be offered to non-union employees.

23. Technical

We propose a series of technical changes to the agreement as reflected in the attached track-changed collective agreement.

Signed in Wellington on ____ 2023 by:

Jo Brunskill
Advocate PPTA Te Wehengarua

Mark Williamson
Advocate for the Secretary for Education

Witnessed:
Kate Lethbridge/ Pam Cooper
for NZ School Trustees Association

ANNEX 1:

Automatic translation to pay scale from 3 July 2023 ('new scale') from pay scale in force on 2 July 2023 ('old scale') and incremental progression from one salary step to the next

The parties have agreed on the following automatic translation arrangements for the new scale.

Examples:

- An employee who is on Step 1 (\$51,358) of the old scale on 2 July 2023 will on 3 July 2023 automatically translate to Step 1 (\$56,757) of the new scale - an increase in salary of \$5,399.
- An employee who is on Step 2 (\$53,544) of the old scale on 2 July 2023 will on 3 July 2023 move to Step 1 (\$56,757) of the new scale, with a salary increase of \$3,213.
- An employee who is on Step 5 (\$61,794) of the old scale on 2 July 2023 will on 3 July 2023 automatically translate to Step 4 (\$65,502) of the new scale, with a salary increase of \$3,708.

Table 1 indicates automatic translation for employees on all the steps of the old scale to the new scale, with effect from 3 July 2023.

Table 1

UBSS Pay Scale in force on 2 July 2023 'Old scale'	UBSS Pay Scale in force from 3 July 2023 'New scale'
Step 1	Step 1
Step 2	Step 1
Step 3	Step 2
Step 4	Step 3
Step 5	Step 4
Step 6	Step 5
Step 7	Step 6
Step 8	Step 7
Step 9	Step 8
Step 10	Step 9
Step 11	Step 10

Incremental Progression

The parties confirm that rules for incremental progression, as detailed in clause 3.18 remain unchanged, except that the new scale will replace the old scale on 3 July 2023.

For the avoidance of doubt:

- in 3.18 the term ‘service increment’ shall mean progression to the next step on the old scale until 2 July 2023, and progression to the next step on the new scale from 3 July 2023.
- the introduction of a new scale does not change the expectation that a teacher will increment one step only, once every 12 months, on the anniversary of their appointment.

Salary scenarios – translation and progression

G3 Entry - Step 1: employee translates across

Jan 2023	3 July 2023 CA increase and merged new scale	Jan 2024 Annual increment	3 April 2024 CA increase	2 Dec 2024 CA increase	Jan 2025 Annual increment
(old) Step 1	(new) Step 1	(new) Step 2	(new) Step 2	(new) Step 2	(new) Step 3
\$51,358	\$56,767	\$59,305	\$61,678	\$64,083	\$66,586

G3 Step 2: translates 1 down

Jan 2023	3 July 2023 CA increase and merged new scale	Jan 2024 Annual increment	3 April 2024 CA increase	2 Dec 2024 CA increase	Jan 2025 Annual increment
(old) Step 2	(new) Step 1	(new) Step 2	(new) Step 2	(new) Step 2	(new) Step 3
\$53,544	\$56,767	\$59,305	\$61,678	\$64,083	\$66,586

G3+ Entry - Step 3: translates 1 down

Jan 2023	3 July 2023 CA increase and merged new scale	Jan 2024 Annual increment	3 April 2024 CA increase	2 Dec 2024 CA increase	Jan 2025 Annual increment
(old) Step 3	(new) Step 2	(new) Step 3	(new) Step 3	(new) Step 3	(new) Step 4
\$55,948	\$59,305	\$61,621	\$64,086	\$66,586	\$70,779

Step 9: translates 1 down

Jan 2023	3 July 2023 CA increase and merged new scale	Jan 2024 Annual increment	3 April 2024 CA increase	2 Dec 2024 CA increase	Jan 2025 Annual increment
(old) Step 9	(new) Step 8	(new) Step 9	(new) Step 9	(new) Step 9	(new) Step 10
\$79,413	\$84,178	\$90,620	\$94,245	\$97,920	\$103,086