

**Terms of Settlement – Secondary Teachers’ Collective Agreement
Dated 13 June 2019**

This document sets out the agreed components of the settlement of the Secondary Teachers’ Collective Agreement 2019-2022. This agreement has been settled between the Secretary for Education and the New Zealand Post Primary Teachers Association Te Wehengarua (NZPPTA) and shall be subject to ratification by NZPPTA members pursuant to section 51 of the Employment Relations Act 2000. The terms outlined in this document are valid for ratification by NZPPTA members, provided ratification is confirmed and the new collective agreement is signed no later than 3pm on 1 July 2019.

1. Term

The term of the new collective agreement will be 36 months from 1 July 2019 up to and including 30 June 2022.

A joint pre-bargaining process with NZEI Te Riu Roa and NZPPTA will begin four months before the expiry of the first collective agreement, of the Primary Teachers’ Collective Agreement (PTCA), the Secondary Teachers’ Collective Agreement (STCA) and the Area School Teachers’ Collective Agreement (ASTCA), to discuss the Unified Base Salary Scale (UBSS) and any other matter relating to bargaining.

2. Remuneration (clause 4.1)

- **Increase to the Trained Teachers’ Base Salary Scale**

The parties agree that the increases to base salary will take effect from 1 July 2019, 1 July 2020 and 1 July 2021 respectively.

Below is a table outlining the changes to the trained base salary scales from 1 July 2019:

Unified Base Salary Scale for Trained Teachers							
Step	Qualification Group Notations	Rates effective 4 September 2017	Rates effective 1 July 2019	Step	Qualification Group Notations	Rates effective 1 July 2020	Rates effective 1 July 2021
1	G1E, G2E, G3E	\$47,000	\$48,410	1	G1E, G2E, G3E	\$49,862	\$51,358
2		\$49,000	\$50,470	2		\$51,984	\$53,544
3	G3+E	\$51,200	\$52,736	3	G3+E	\$54,318	\$55,948
4	G4E	\$53,200	\$54,796	4	G4E	\$56,440	\$58,133
5	G5E	\$56,550	\$58,247	5	G5E	\$59,994	\$61,794
6	G1M	\$60,500	\$62,000	6		\$63,860	\$65,776
7	G2M	\$64,800	\$66,100	7		\$68,000	\$70,040
8		\$69,400	\$71,000	8		\$73,000	\$75,190
9	G3M	\$73,650	\$75,200	9		\$77,100	\$79,413
10	G3+M, G4M, G5M	\$78,000	\$80,500	10	G1M, G2M, G3M	\$83,000	\$85,490
				11	G3+M, G4M, G5M	\$87,000	\$90,000

- **Qualification Maxima for G3+, G4 and G5**

The parties also agree that from 1 July 2020 a new step will be added to the base scale, increasing the G3+, G4 and G5 maximum steps one step accordingly from step 10 to step 11.

Teachers who, as at 1 July 2020 have been on their qualification maximum step (G3+, G4 or G5) for at least 12 months will receive a salary increment of one step on that date.

- **Qualification Maxima for G1, G2 and G3**

The parties also agree that from 1 July 2020 the G1 maximum step will move from step 6 to step 10, the G2 maximum step will move from step 7 to step 10 and G3 maximum step move from step 9 to step 10. Thereby from 1 July 2020 the qualification maxima for G1, G2 and G3 will be step 10.

Teachers, who as at 1 July 2020 have been on their qualification maximum step for at least 12 months will receive a salary increment of one step on that date. This date will become the teacher's anniversary date for pay progression purposes and a teacher will be entitled to progress to the next step as per clause 4.9, and subject to their applicable qualification maximum step provided in clause 4.1.

- **Changes to the Untrained Teachers base salary scale**

The parties agree to three increases of 3% per annum to the untrained base scale, the first effective from 1 July 2019, the second from 1 July 2020 and the third from 1 July 2021. The parties also agree to merge steps 1-4 of the untrained base salary scale from 1 July 2019.

Below is the table outlining the changes to the untrained base salary scales from 1 July 2019:

Base scale for Untrained Teachers							
Step	Grade	Current rates	Grade	Step	1 July 2019	1 July 2020	1 July 2021
U1	G1E	\$32,600	G1E, G2E, G3E	1	\$40,891	\$42,118	\$43,381
U2	G2E	\$34,000					
U3		\$36,500					
U4	G3E	\$39,700					
U5		\$43,500		2	\$44,805	\$46,149	\$47,534
U6	G4E	\$48,200	G4E	3	\$49,646	\$51,135	\$52,669
U7	G5E	\$49,500	G5E	4	\$50,985	\$52,515	\$54,090
U8		\$51,500		5	\$53,045	\$54,636	\$56,275
U9		\$54,500		6	\$56,135	\$57,819	\$59,554
U10	G1M	\$58,800	G1M	7	\$60,564	\$62,381	\$64,252
U11	G2M	\$63,100	G2M	8	\$64,993	\$66,943	\$68,951
U12		\$68,500		9	\$70,555	\$72,672	\$74,852
U13	G3M, G4M, G5M	\$71,000	G3M, G4M, G5M	10	\$73,130	\$75,324	\$77,584

From 1 July 2019 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.

From 1 July 2019 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:

- G1 for teachers who hold a level 5 qualification on the NZQF or equivalent overseas qualifications recognised by the NZQA
- G2 for teachers who hold a level 6 qualification on the NZQF or equivalent overseas qualifications recognised by the NZQA
- G3 for teachers who hold a level 7 qualification on the NZQF or equivalent overseas qualifications recognised by the NZQA
- 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

3. Units (clause 4.3.2)

The parties agree to increase the rate of units from \$4,000 to \$5,000 per unit from 28 January 2020. [See wording **attached at Annex 1**]

The parties agree that unit formula in the staffing order for secondary schools will be adjusted to provide an additional 1,000 units from the commencement of 2020 school year.

4. Middle Management Allowances (MMAs) and Senior Management Allowances (SMAs) (clauses 4.3A and 4.3B)

The parties agree to increase the rate of MMAs and SMAs from \$1,000 to \$2,000 per annum from 28 January 2020 [See wording attached at Annex 1].

5. High Priority Teacher Supply Allowance (clause 4.13)

The parties agree to pay the High Priority Teacher Supply Allowance (HPTSA) at the rate of \$2,500 for all teachers who hold a current practising certificate from 1 July 2019 at schools who are identified as receiving the allowance [See wording attached at Annex 1].

6. Parental Provisions (clause 6.3)

The parties agree to amend the Parental Provisions to reflect gender neutral language from 1 July 2019. The intention of the amendment to the Parental Grant payment is that any teacher (regardless of gender) who is the primary carer receives the grant [See wording attached at Annex 1].

7. Māori Immersion Teacher Allowance (clause 4.18)

The parties agree to introduce an additional allowance of \$2,000 per annum for teachers with three continuous years' teaching service in level 1 immersion settings, increasing to \$4,000 for teachers with six continuous years' teaching experience in those settings from 1 July 2019 [See wording attached at Annex 1].

8. Careers Adviser Allowance (clause 4.10)

The parties agree to increase the value of the Careers Adviser Allowance to from \$1,500 to \$2,250 from 1 July 2019 [See wording attached at Annex 1].

9. Surplus Staffing (clause 3.9)

The parties agree to amend the surplus staffing provisions to improve the flow and language [See wording attached at Annex 1].

10. Additional Payment

The parties agree that all full-time teachers who are members of the NZPPTA and are covered by the Secondary Teachers' Collective Agreement as at 13 June 2019 are entitled to receive a one-off gross payment of \$1,500. The payment will be pro-rated for part-time teachers based on their full-time teacher equivalent (FTTE) as at 13 June 2019.

Teachers who are members of the NZPPTA and were covered by the Secondary Teachers' Collective Agreement as at 13 June 2019 and on that day were on approved leave under Part 6 of this collective agreement are entitled, upon application on their return, to receive the one-off gross payment of \$1,500, or pro-rated payment, on the return to their position providing that they return on or before 28 January 2020.

Short-term relievers, as defined in clause 3.2.5, who are members of the NZPPTA and covered by the Secondary Teachers' Collective Agreement as at 3pm on the 1 July 2019 shall be entitled to receive the one-off gross payment of \$1,500 pro-rata based both on their employment status and on the proportion of the total number of school days (140) between 19 October 2018 and 30 June 2019 inclusive, for which they have been employed.

A teacher may not receive more than \$1,500 gross in total.

11. Professional Development Fund for secondary school teachers

From the commencement of the 2020 school year there will be a Fund of \$5 million per annum for the purposes of secondary school teachers' professional development. Examples of use include professional conferences and pre certified teacher seminars. A Memorandum of Understanding will be developed and agreed between the parties that describes the purpose, application criteria and process to access the Fund.

12. Letter to Boards about member only provisions

The Secretary agrees to write to all Boards of Trustees that employ secondary teachers employed on a promulgated individual employment agreement to remind each Board that it has no legal authority to pay the Additional Payment to any non NZPPTA members and that Boards must not do so.

13. Accord between the Ministry of Education, PPTA and NZEI Te Riu Roa

The parties agree to enter into an accord, alongside settlement of the collective agreement with the purpose of transparently giving effect to building a high trust environment where the teaching profession is highly regarded, sustainable, and is fit for now and the future of learning.

14. Technical changes

The parties agree to make any technical changes that are mutually agreed prior to 1 July 2019.

The parties on signing this document acknowledge, subject to any subsequent agreed editorial and technical changes, that this reflects the agreements reached in the settlement of the *Secondary Teachers' Collective Agreement 2019-2022*.

Signed in Wellington on 13 June 2019:

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Doug Clark
Advocate
NZPPTA



Witnessed:



for NZSTA

Patrick Kimer

Mark Williamson
Advocate
for the Secretary for Education



Annex 1

1.6 Term of the Agreement

This collective agreement is effective from 1 July 2019 and it expires on 30 June 2022, except as provided for by section 53 of the Employment Relations Act 2000.

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 effective 4 September 2017	Rates effective 1 July 2019	Step	Qualification Group Notations	Rates effective 1 July 2020	Rates effective 1 July 2021
1	G1E, G2E, G3E	\$47,000	\$48,410	1	G1E, G2E, G3E	\$49,862	\$51,358
2		\$49,000	\$50,470	2		\$51,984	\$53,544
3	G3+E	\$51,200	\$52,736	3	G3+E	\$54,318	\$55,948
4	G4E	\$53,200	\$54,796	4	G4E	\$56,440	\$58,133
5	G5E	\$56,550	\$58,247	5	G5E	\$59,994	\$61,794
6	G1M	\$60,500	\$62,000	6		\$63,860	\$65,776
7	G2M	\$64,800	\$66,100	7		\$68,000	\$70,040
8		\$69,400	\$71,000	8		\$73,000	\$75,190
9	G3M	\$73,650	\$75,200	9		\$77,100	\$79,413
10	G3+M, G4M, G5M	\$78,000	\$80,500	10	G1M, G2M, G3M	\$83,000	\$85,490
				11	G3+M, G4M, G5M	\$87,000	\$90,000

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.

From 1 July 2019 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:

G1, G2 and 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.

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 honours degree of teaching; or

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- 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.

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
- a masters degree of teaching; 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.

Base Salary Scale for Untrained Teachers							
Step	Qualification Group Notations	Rates effective 4 September 2017	Step	Qualification Group Notations	Rates effective 1 July 2019	Rates effective 1 July 2020	Rates effective 1 July 2021
1	G1E	\$32,600	1	G1E, G2E, G3E	\$40,891	\$ 42,118	\$43,381
2	G2E	\$34,000					
3		\$36,500					
4	G3E	\$39,700					
5		\$43,500	2		\$44,805	\$46,149	\$47,534
6	G4E	\$48,200	3	G4E	\$49,646	\$51,135	\$52,669
7	G5E	\$49,500	4	G5E	\$50,985	\$52,515	\$54,090
8		\$51,500	5		\$53,045	\$54,636	\$56,275
9		\$54,500	6		\$56,135	\$57,819	\$59,554
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11	G2M	\$63,100	8	G2M	\$64,993	\$66,943	\$68,951
12		\$68,500	9		\$70,555	\$72,672	\$74,852
13	G3M, G4M, G5M	\$71,000	10	G3M, G4M, G5M	\$73,130	\$75,324	\$77,584

4.1.4 From 1 July 2019 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 From 1 July 2019 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:

- G1 for teachers who hold a level 5 qualification on the NZQF or equivalent overseas qualifications recognised by the NZQA
- G2 for teachers who hold a level 6 qualification on the NZQF or equivalent overseas qualifications recognised by the NZQA
- G3 for teachers who hold a level 7 qualification on the NZQF or equivalent overseas qualifications recognised by the NZQA
- 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

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- 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 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 verifies the level(s) of qualification(s) for pay purposes using information from the New Zealand Qualifications Authority, the Education 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, 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.

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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 Until 27 January 2020 the rate of each permanent or fixed term unit is \$4,000 per annum. From 28 January 2020 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 Until 30 June 2020 teachers holding permanent units (including permanent additional units) shall be entitled to progress pursuant to clause 4.2.3, beyond their qualification maxima, to G3 maximum of the base scale provided that:
- a) If they progress beyond their qualification maximum they will revert to their qualification maximum if their permanent units are lost through voluntary relinquishment or acceptance of a position without permanent units;
 - b) If they subsequently regain permanent unit(s) they will receive an immediate base salary scale increment (if not already at G3 maximum of the scale) and will be eligible for any further increment(s) due from the anniversary of that date.
 - c) If they improve their qualifications and meet the criteria for a higher qualification group listed in clause 4.1.3, they shall move to the most applicable step on the base salary scale on which they are employed taking into account:
 - i. their current qualification; and
 - ii. any effect annual increments since improving their qualifications would have had.
 - d) If on 30 June 2020 they have progressed to a step beyond the G1 or G2 maxima (as applicable) they will, on 1 July 2020 remain on the step they have progressed to and will continue to be eligible for any further increment(s) from their anniversary date until they reach the G3 maximum of the base scale regardless of whether they retain their permanent unit(s) or not.

Clause 4.3.7 is a transitional clause. The parties agree that clause 4.3.7 will be deleted when this collective agreement is renewed.

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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).

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 Until 27 January 2020 each Middle Management Allowance shall generate an additional annual salary payment of \$1,000 per annum. From 28 January 2020 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(a) (Appointment on promotion).
- 4.3A.9 Where a teacher appointed to a position to which Middle Management Allowances are allocated loses that position, or has the position altered in status, because of the application of the surplus staffing provisions of this agreement then the salary protection arrangements of those provisions shall apply provided that where the allocation has been made on a fixed term basis the period of protection shall be for the lesser of the term agreed or for one year while the teacher continues to hold a position at the school.

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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 Until 27 January 2020 the rate of each Senior Management Allowance shall generate an additional annual salary payment at the rate of \$1,000 per annum. From 28 January 2020 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.

4.13 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 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.

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.

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 of parental leave.

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.

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.

6.3.3 Sick leave during pregnancy and while on Parental Leave

- (a) 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.
- (b) 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.

6.3.3 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.

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4.18 Māori Immersion Teacher Allowance

- 4.18.1 All teachers required to instruct in Te Reo Māori, for at least six timetabled hours per week, in approved Māori immersion programmes at levels 1, 2 or 3 shall receive an allowance of \$4,000pa. This allowance shall be pro-rated for part time teachers (based on the teacher's timetabled total hours).
- 4.18.2 All teachers required to instruct in Te Reo Māori, for at least six timetabled hours per week, in approved Māori immersion programmes at Level 1, who have more than three continuous years' service teaching level one Māori immersion programmes, will receive an additional allowance of \$2,000pa. This is in addition to the allowance described in clause 4.18.1. The allowance will be pro-rated for part-time teachers (based on the teacher's total hours).
- 4.18.3 For all teachers required to instruct in Te Reo Māori, for at least six timetabled hours per week, in approved Māori immersion programmes at Level 1, who have more than six continuous years' service teaching in level one Māori immersion programmes, the additional allowance described in 4.18.2 shall increase to \$4,000pa. This is in addition to the allowance described in clause 4.18.1. The allowance will be pro-rated for part-time teachers (based on the teacher's total timetabled hours).
- 4.18.4 The employer shall attest to the eligibility of the teachers for this allowance, according to the Ministry of Education's Māori language resourcing criteria.
- 4.18.5 Continuous service for the payment of the allowance in 4.18.1 to 4.18.3 above shall be interrupted but not broken by any periods of unpaid leave and/or breaks in teaching service and/or teaching service in classes other than Māori immersion level one.

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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.

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 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) (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 clause 1.4(a).

(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 clause 1.4(a) 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.

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- (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

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.
Surplus Staffing Process	Means the process to be followed where by reason of either: (a) a reorganisation of, or 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.
Suitable position	is one which has similar duties and/or for which the applicant is appropriately qualified and experienced or could become so with reasonable access to re-training.
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.

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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:

- (a) Supernumerary employment;
- (b) Retraining;
- (c) Long service payment

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

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*

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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 3.9.3.
- (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

3.9.4 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 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

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(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.

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(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.

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- (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.

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(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:

- *Generally*
- (a) (i) 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);
- *School mergers*
- (ii) 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.
- *School closures*
- (iii) In the case of school closure the teacher may be supernumerary for **forty (40) school weeks** in any other school provided that the board of that school gives consent.

-Teacher options

- (b) 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.

- Provision of Support by Employer

- (c) The employer will encourage the teacher to find a suitable alternative permanent teaching position and will meet the actual and reasonable expenses of attending interviews at other schools where prior approval is given.

- Appointment to Suitable Permanent Positions

- (d) 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.

- Termination of Supernumerary Period

- (e) The teacher's supernumerary employment shall cease upon the teacher being appointed to a new teaching position or upon the teacher choosing to resign or at the expiration of the applicable number of school weeks specified in 3.9.7(1)(a) from the effective date of the disestablishment of the position, whichever is the earlier.

- Time the Supernumerary Position Commences

- (f) In the case of the closure, merger, sale or transfer of, or change of class of a school the supernumerary period shall begin on the date of the opening of the new school, unless the teacher takes up 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).

- Removal Expenses

- (g) Where a supernumerary teacher is appointed to a new permanent teaching position and a transfer of location is involved, that teacher shall be entitled to normal removal expense provisions provided that this entitlement shall be exercised once only for each supernumerary period;
Note: Attention is drawn to 8.1.1(h) in relation to removal expenses.

Supernumerary Status Will Cease if Suitable Offer Declined

- (h) 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.

- Salary Increases/Increments Preserved

- (i) During any period of supernumerary employment a teacher is entitled to any salary increases or increments due.

(2) Retraining

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

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

- (a) 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.

- No Employer Contribution to Costs

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

- Provision of Evidence That Retraining Undertaken

- (d) The teacher will provide evidence of attendance at the approved course of study where requested by the employer. The employer may make enquiries during the retraining period to establish that the teacher is undertaking the approved course of study.

- Supernumerary Status Affected by Duration of Course of Study

- (e) Where the approved course of study is for a shorter period than forty **(40) school weeks** the teacher is required to attend the school as a supernumerary teacher in periods when the school is open for instruction provided that where the approved course of study is less than the applicable period under 3.9.7(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:

- Deemed Supernumerary Status Until Severance Payment Made

- (a) The teacher will be deemed to have supernumerary status for the period after disestablishment until severance payment is paid. This period will usually be that between the beginning of the next school year and the first (1st) of March census of the school roll. During this period, the rights and obligations of a supernumerary teacher will apply.

- Effect of Early Payment of Severance Where Closed School Not Replaced

- (b) Where a school is closed without replacement at the end of a school year the teacher shall receive a salary for the supernumerary status up to 1 March. The severance payment shall be paid in the pay period immediately after 1 March. A teacher may request to be paid the severance payment prior to 1 March (although no earlier than the end of the school year) and in these circumstances the payment for the supernumerary period shall be for the period between the end of the school year and the date of payment of the severance payment..

- Calculation of Severance Payment

- (c) Payment under this clause will be made in accordance with the provisions below. For the purpose of these provisions, ordinary pay is defined as basic taxable salary, plus regular taxable allowances paid on a continuous basis as at the effective date of disestablishment of the position. For teachers on leave without pay, ordinary pay shall be the ordinary pay at the time of taking leave.
- (d) A teacher whose position is disestablished who elects to take a severance payment shall be paid according to the table below:

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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

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

- (e) 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.

- Circumstances Where Refund of Portion of Severance Payment Required

- (f) Where a teacher having received a severance payment commences permanent employment within a number of weeks which is less than the number of weeks of payment received by the teacher as a severance payment under clause (3)(c) above, the teacher shall refund the difference between the number of weeks for which they were without employment and the number of weeks for which severance payment was received. Provided that, for the purposes of this clause, employment means employment as a teacher in a state or integrated school or employment as a specialist secondary teacher of technology who comes within the coverage of clause 1.4(a).

- Effect of Severance Payment on Future Service

- (g) Any teacher receiving the severance payment will be deemed to have been paid in full for service to that date for the purpose of calculating service for any future sick leave, severance or long service payment entitlements.

- Definition of "Pay"

- (h) 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 her/his position or is appointed to another teaching position before the date of payment no payment will be made.

(4) Long Service Payment

- Deemed Supernumerary Status Until Long Service Payment Made

- (a) Where a teacher's position is disestablished either as the result of voluntary election or otherwise the teacher may elect to receive a long service payment. The intention of this payment is to assist the teacher to withdraw from the teaching service. This option will be available on the following basis:

- (i) the teacher will be deemed to have supernumerary status for the period from the effective date of disestablishment until long service payment is paid. This period will usually be that between the beginning of the next school year and the first (1st) of March census of the school roll. During this period, the rights and obligations of a supernumerary teacher will apply;
- (ii) those with twenty-five (25) years' service and less than thirty (30) years' service shall be paid a lump sum of twenty-five (25) weeks' ordinary pay;
- (iii) those with thirty (30) years' service or more shall be paid a lump sum of thirty (30) weeks' ordinary pay;

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

- (b) Where a school is closed without replacement at the end of a school year the teacher shall receive salary for the supernumerary status up to 1 March. The long service payment shall be paid in the pay period immediately after 1 March. A teacher may request to be paid long service prior to 1 March (although no earlier than the end of the school year) and in these circumstances the payment for the supernumerary period shall be for the period between the end of the school year and the date of the payment of the long service payment.

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

- (c) For the purposes of the long service payment the definitions of service and of weekly ordinary pay are the same as those for severance set out above.

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

- (d) Where a teacher having received a long service payment commences permanent employment within a number of weeks which is less than the number of weeks of payment received by the teacher as a long service payment under clause (4)(a) above, the teacher shall refund the difference between the number of weeks for which they were without employment and the number of weeks for which long service payment was received; provided that, for the purposes of this clause, employment means employment as a teacher in a state or integrated school or employment as a specialist secondary teacher of technology who comes within the coverage in clause 1.4(a).

- *Effect of Long Service Payment on Future Service*

- (e) Any teacher receiving the long service payment will be deemed to have been paid in full for service to that date for the purpose of calculating service for any future sick leave, severance or long service payment entitlements.
- (f) Payment under this provision is conditional upon the teacher finishing on an agreed date [usually the first (1st) of March].

3.9.8 Preference in Appointment

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

- (a) 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

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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).

- *Preference of Appointment to Position at New Status and Salary Protection*
- (b) Any teacher who holds a position which has permanent units attached, and that position is or is about to be altered in status as a consequence of the operation of clause 3.9, 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).

- (b) 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.

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