

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

This document sets out the agreed components of the settlement of the Primary Teachers’ Collective Agreement 2019-2022. This agreement has been settled between the Secretary for Education and the New Zealand Educational Institute Te Riu Roa (NZEI Te Riu Roa) and shall be subject to ratification by NZEI Te Riu Roa members pursuant to section 51 of the Employment Relations Act 2000.

The terms outlined in this document are valid for ratification by NZEI Te Riu Roa members, provided ratification is confirmed and the new collective agreement is signed no later than 3 pm on 1 July 2019.

1. Term

The Primary Teachers’ Collective Agreement shall be effective from 1 July 2019 to 30 June 2022.

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

2. Remuneration (clause 3.2)

• **Increases to the 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 the table outlining the changes to the base salary scale from 1 July 2019.

Unified Base Salary Scale for Trained Teachers									
Step	Qualification Group Notations	Rates effective 2 May 2017	Step	Qualification Group Notations	Rates effective 1 July 2019	Step	Qualification Group Notations	Rates effective 1 July 2020	Rates effective 1 July 2021
1	Q1E	\$36,692	1	Q1E, Q2E, Q3E	\$48,410	1	Q1E, Q2E, Q3E	\$49,862	\$51,358
2	Q2E	\$39,513							
3		\$43,745							
4	Q3E	\$47,980	2		\$50,470	2		\$51,984	\$53,544
5	Q3+E	\$49,588	3	Q3+E	\$52,736	3	Q3+E	\$54,318	\$55,948
6	Q4E	\$51,508	4	Q4E	\$54,796	4	Q4E	\$56,440	\$58,133
7	Q5E	\$54,330	5	Q5E	\$58,247	5	Q5E	\$59,994	\$61,794
8	Q1M	\$59,621	6	Q1M	\$62,000	6		\$63,860	\$65,776
9	Q2M	\$63,929	7	Q2M	\$66,100	7		\$68,000	\$70,040
10		\$68,446	8		\$71,000	8		\$73,000	\$75,190
11	Q3M	\$71,891	9	Q3M	\$75,200	9		\$77,100	\$79,413
12	Q3+M, Q4M, Q5M	\$75,949	10	Q3+M, Q4M, Q5M	\$80,500	10	Q1M, Q2M, Q3M	\$83,000	\$85,490
						11	Q3+M, Q4M, Q5M	\$87,000	\$90,000

- **Qualification Maxima for Q3+ Q4 and Q5**

The parties also agree that from 1 July 2020 a new step will be added to the base scale, increasing the Q3+, Q4 and Q5 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 (Q3+, Q4 or Q5) for at least 12 months will receive a salary increment of one step on that date.

- **Qualification Maxima for Q1, Q2 and Q3**

The parties also agree that from 1 July 2020 the Q1 maximum step will move from step 6 to step 10, the Q2 maximum step will move from step 7 to step 10 and Q3 maximum step move from step 9 to step 10. Thereby from 1 July 2020 the qualification maxima for Q1, Q2 and Q3 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 3.7, and subject to their applicable qualification maximum step provided in clause 3.2.

- **Transitional arrangements**

Transitional arrangements and consequential changes to the Primary Teachers' Collective Agreement needed to incorporate the changes to the base salary scale have been agreed by the parties [See wording attached at Annex 1].

- **Untrained Employees**

The parties agree to increase the entry salary rate and the maximum salary rate for untrained employees in clause 3.4 as follows:

Step	Rates effective 2 May 2017	Rates effective 1 July 2019	Rates effective 1 July 2020	Rates effective 1 July 2021
Entry	\$32,456	\$40,491	\$41,706	\$42,957
Maximum	\$33,868	\$41,042	\$42,273	\$44,847

3. Resource Teachers (clause 3.6.2)

The parties agree to include wording to ensure payment of the additional unit upon appointment to resource teachers is limited to one additional unit per person, paid at the substantive rate for all new appointments from 1 July 2019 [See wording attached in Annex 1].

4. Unified Base Salary Scale (clause 3.1)

The parties agree to replace clause 3.1 approaches to remuneration comparability with a new clause 3.1 Unified Base Salary Scale from 1 July 2019 to reflect the movement to a unified base salary scale for trained teachers [See wording attached at Annex 1].

5. Mentor Teacher Allowance (clause 3.27)

The parties agree to reframe the tutor teacher allowance to mentor teacher allowance from 1 July 2019, and extend the circumstances when a teacher can be designated as a mentor teacher, to better align the resourcing time allowances allocated to schools currently to the payment of the mentor teacher allowance [See wording attached in Annex 1].

6. Kāhui Ako Leadership Role (clause 3.33)

The parties agree to introduce a clause to enable teachers appointed to the Kāhui Ako Leadership role, by agreement of the Secretary for Education, to access the relevant provisions of the *Primary Principals' Collective Agreement*, aligning provisions across the sector. [See wording attached in Annex 1].

7. Parental Leave (clause 4.5)

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 in Annex 1].

8. Isolation Allowance (clause 3.15)

The parties agree to amend the isolation allowance, including the deletion of Appendix 1: Isolation Allowance Rates, from 1 July 2019 to simplify the range of rates to two allowances. [See wording attached in Annex 1].

Note: Puketitiri, Taharoa, Little Barrier Island, Kapiti Island, Kawau Island, Motuihe Island, Motutapu Island, Rakino Island and Rangitoto Island are not included in clause 3.15.4 or 3.15.5 as there is no longer a school at these locations.

Note: Omarama has been deleted from the locations listed in Appendix 1 because it is now in Category 2, i.e. its location is between 101-150kms from a population of greater than 1,500 people.

9. Surplus Staffing

The parties agree to review the surplus staffing provisions to improve the flow and language during the term of the new collective agreement.

10. Additional payment

The parties agree that all full-time employees who are members of NZEI Te Riu Roa and are covered by the Primary 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.

Employees who are members of NZEI Te Riu Roa and are covered by the Primary Teachers' Collective Agreement as at 13 June 2019 and on that day were on approved leave under Part 4 of this collective agreement are entitled, upon application on their return, to receive the one-off gross payment of \$1,500 on the return to their position providing that they return on or before 28 January 2020.

Short-term relievers, as defined in clause 3.23.3, covered by the Primary Teachers' Collective Agreement as at 3pm on 13 June 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 24 October 2018 to 30 June 2019 inclusive, for which they have been employed.

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

11. 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.

12. Letter to Boards about member only provisions

The Secretary agrees to write to all Boards of Trustees that employ primary 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 NZEI Te Riu Roa members and that Boards must not do so.

13. Technical changes

The parties agree to make any technical changes that are mutually agreed prior to the collective agreement going out for ratification.

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

Signed in Wellington on 13 June 2019:

Alex Davies
Advocate
for NZEI Te Riu Roa

Meg Johnston
Advocate
for the Secretary for Education

Witnessed:

for NZSTA

Part 3 Remuneration

3.1 Unified Base Salary Scale

3.1.1 The purpose of this clause is to maintain a Unified Base Salary Scale for all teachers in the state and state integrated compulsory education sector.

3.1.2 Mechanism

a) The Secretary for Education shall, within one month of ratification of any collective agreement (or relevant variation thereof) applicable to other teachers in the state and integrated school sector, notify the NZEI Te Riu Roa National Secretary of any changes to the base salary scale and offer such changes to teachers covered by the PTCA.

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

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

3.1.4 Clause 3.1 shall apply from 1 July 2019 to 30 June 2022. Thereafter this clause will cease to apply and shall have no effect.

3.1.5 For clarity, reference to teachers in this clause means trained teachers i.e. teachers who hold a current practicing certificate and speech language therapists.

3.2 Base Salary Scale

Unified Base Salary Scale for Trained Teachers									
Step	Qualification Group Notations	Rates effective 2 May 2017	Step	Qualification Group Notations	Rates effective 1 July 2019	Step	Qualification Group Notations	Rates effective 1 July 2020	Rates effective 1 July 2021
1	Q1E	\$36,692	1	Q1E, Q2E, Q3E	\$48,410	1	Q1E, Q2E, Q3E	\$49,862	\$51,358
2	Q2E	\$39,513							
3		\$43,745							
4	Q3E	\$47,980	2		\$50,470	2		\$51,984	\$53,544
5	Q3+E	\$49,588	3	Q3+E	\$52,736	3	Q3+E	\$54,318	\$55,948
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12	Q3+M, Q4M, Q5M	\$75,949	10	Q3+M, Q4M, Q5M	\$80,500	10	Q1M, Q2M, Q3M	\$83,000	\$85,490
						11	Q3+M, Q4M, Q5M	\$87,000	\$90,000

[Move clause 3.1.10 Non Service Salary Increment for Q3+, Q4 and Q5 Teachers to new Appendix 1 : Past Remuneration Provisions]

[Move clause 3.2 Additional Units – Attached Teachers to new Appendix 1 : Past Remuneration Provisions]

3.3 Salary Qualification Groups

From 1 July 2019 the Qualification Group Notations for the base salary scale entry points (E) and base scale maximum points (M) for each qualification group defined below:

Q1, Q2 and Q3 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 teaching qualifications recognised by the NZQA.

Q3+ 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
- 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.

Q4 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.

Q5 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; or
- equivalent overseas qualifications recognised by the NZQA.

Note 1: *The Qualifications Charts will continue to be used to inform judgements about qualifications unable to be allocated a level by reference to the New Zealand Qualifications Framework.*

3.4 Untrained Employees

This rates shall apply to teachers who lack recognised teacher education including those who are employed with a Limited Authority to Teach.

Step	Rates effective 2 May 2017	Rates effective 1 July 2019	Rates effective 1 July 2020	Rates effective 1 July 2021
Entry	\$32,456	\$40,491	\$41,706	\$42,957
Maximum	\$33,868	\$41,042	\$42,273	\$44,847

3.5 Salary on Appointment

3.5.1 Subject to the provisions set out in Appendix 6, upon appointment:

- (a) a teacher with no service credits, as defined in clause 1.2 of Appendix 6, will be paid on the relevant entry step for their qualification group as per clause 3.2.
- (b) a teacher with service credits, as defined in clause 1.2 of Appendix 6, will be paid at the appropriate step for their qualification group, but not less than the relevant entry step as per clause 3.2.

3.5.2 A teacher with overseas qualifications must have their qualifications recognised by the New Zealand Qualifications Authority against the New Zealand Qualifications Framework (NZQF).

3.6 Resource Teachers – Salary on Appointment

3.6.1 Speech Language Therapists (SLT)

- (a) Base salary on appointment for all SLTs shall have regard to previous service and qualifications.
- (b) From 1 July 2019 SLT in qualification group Q1 or Q2 can progress, subject to clause 3.7.7, to step 9 of the base salary scale.
- (c) From 1 July 2020 SLT in qualification group Q1 or Q2 can progress, subject to clause 3.7.7, to step 10 of the base salary scale.
- (d) All SLTs who have 12 months continuous service on the applicable salary qualification maximum step of the base scale will receive one unit (*Note: this unit is provided separately in the Staffing Order i.e. it is not part of the entitlement units*)
- (e) SLTs shall receive one year of salary credit (i.e. one step on the base scale) for every year of continuous service as an SLT, up to their qualifications maximum.
- (f) Previous SLT service shall include all service as a trained and registered SLT (including in the employment of a New Zealand state or state-integrated school).
- (g) Appendix 6 shall apply in regards to any previous work experience (other than SLT service) the SLT has.

3.6.2 Resource Teachers and Regional Health School Teachers

This clause applies to Resource Teachers of Learning and Behaviour (RTLb); Resource Teachers Literacy (RTLit); Resource Teachers Deaf (RTD); Resource Teachers Vision (RTV); Resource Teachers Māori (RTM) and Regional Health School Teachers:

- (a) All teachers shall be placed on the base salary scale according to previous experience and qualifications;
- (b) All teachers will be allocated at least one permanent unit upon appointment. The unit will be paid at the substantive rate set out in 3.9.
- (c) The permanent unit allocated to RT:Lit in clause 3.6.2(b) is subject to 3.6.4 below.
- (d) The permanent unit allocated to RTLb in clause 3.6.2(b) is subject to 3.6.5 below.

(e) The permanent unit allocated to RTD and RTV in clause 3.6.2(b) is subject to clause 3.6.6 below.

(f) For all new appointments on or after 1 July 2019 if the teacher is employed in more than one position that would entitle them to a unit under 3.6.2(b) they will be entitled to a maximum of one permanent unit.

Note: *The permanent unit(s) allocated in this clause are not part of the Board's unit entitlement set out in clause 3.9.1.*

3.6.3 Resource Teachers Māori (RTM)

- a) From 1 July 2019 the entry step for RTM whose qualification group is Q1, Q2 or Q3 will be step 9 and for RTM whose qualification group is Q3+, Q4 or Q5 will be step 10.
- b) From 1 July 2020 the entry step for RTM whose qualification group is Q1, Q2 or Q3 will be step 10 and for RTM whose qualification group is Q3+, Q4 or Q5 will be step 11.
- c) After 12 months continuous service in the role of RTM, the teacher will receive an additional unit to a total of two units. (Note: *these units are provided separately in the Staffing Order i.e. not part of the entitlement units*)

3.6.4 Resource Teachers Literacy (RT:Lit)

- (a) From 1 July 2019 the entry step for RT:Lit whose qualification group is Q1, Q2 or Q3 will be step 7 and for RT:Lit whose qualification group is Q3+, Q4 or Q5 will be step 8.
- (b) Teachers appointed to RT: Lit positions will be required to complete the RT: Lit training programme, unless they have
 - (i) Previously been employed as a resource teacher reading; or
 - (ii) Been given an exemption by the Secretary; or
 - (ii) Already completed the programme.
- (c) Teachers required to complete the training programme will be eligible for the unit from the date they commence the programme.
- (d) Any such teacher who withdraws from the training programme or does not complete the programme within 48 months of appointment to the role will cease to be eligible for the unit.
- (e) All teachers employed as RT:Lit will be automatically eligible for the unit if the training ceases to be provided.

3.6.5 Resource Teachers (RTLB)

- (a) Teachers appointed to RTLB positions will be required to complete the RTLB training programme, unless they have
 - (i) Been given an exemption by the Secretary; or
 - (ii) Already completed the programme.
- (b) Teachers required to complete the training programme will be eligible for the unit from the date they commence the role.

- (c) Any such teacher who withdraws from the training programme or does not complete the programme within 48 months of appointment to the role will cease to be eligible for the unit.
- (d) All teachers employed as RTLB will be automatically eligible for the unit if the training ceases to be provided.

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

- (a) Teachers appointed to RTD and RTV positions will be required to complete a graduate qualification in Special Education (Hearing Impaired) or (Visually Impaired) or any other equivalent qualification specifically focused on teaching of the hearing or visually impaired, unless they:
 - (i) have been given an exemption by the Secretary; or
 - (ii) already hold an applicable graduate qualification as per (a) above.
- (b) Teachers required to complete a graduate qualification as per (a) above, will be eligible for the unit under clause 3.6.2(e) from the date they commence the RTD or RTV role.
- (c) A teacher who does not complete the qualification within 48 months of appointment to the RTD or RTV role will cease to be eligible for the unit under clause 3.6.2(e).
- (d) All teachers employed as RTD or RTV will be automatically eligible for the unit under clause 3.6.2(e) if no graduate programme as per (a) above, is available.

3.7 Progression

3.7.1 Progression for Base Scale Teachers including Unit Holders

- (a) Annual Assessment against Professional Standards

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

experienced teacher level regardless of whether or not they have reached their qualifications maximum;

- (f) Experienced Teachers are teachers who have had at least three successful annual assessments against the Fully Certificated Teacher professional standards and who then meet the Experienced Teacher professional standards. Experienced Teachers will continue to be assessed annually against the experienced teacher professional standards.

3.7.2 **Progression for Relievers**

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

3.7.3 **Progression for Untrained Employees**

Untrained employees shall progress from the entry salary rate to the maximum salary rate upon completion of twelve months service, subject to satisfactory performance as assessed by the principal.

3.7.4 **Progression for Resource Teachers**

- (a) Progression through the salary steps for resource teachers up to the second to top step for the relevant qualification maximum for that teacher shall be on an annual basis from the date of appointment, dependent on competent performance as attested by the principal.
- (b) Progression from the second to top step to the top step for the relevant qualification maximum for that teacher shall be on an annual basis from the date of appointment and is dependent upon proven initiative in the performance of their duties which shall be carried out in a highly competent manner as attested by the principal:
- (c) Where the principal is unable to make this assessment because of the itinerant nature of the teacher's duties over this 12 month period, the teacher may progress to the top step in terms of subclause (a) above (i.e. competent performance).

3.7.5 **Progression for Speech Language Therapists (SLTs)**

- (a) Progression through the salary steps for SLTs up to the top step for the relevant qualification maximum for that SLT shall be on an annual basis from the date of appointment, dependent on competent performance as attested by the principal;
- (b) Notwithstanding clause 3.7.5(a), non-graduate SLTs shall, after two years on the second to top step and subject to competent performance as attested annually by the principal, receive one permanent unit. An SLT in possession of a unit at the time that they attain Q3+ status shall retain the salary unit, as they have already complied with the intention of this clause.

3.7.6 **Deferred Progression**

- (a) Principals will be able to defer progression for teachers who have not met the professional standards at the appropriate level throughout the assessment period;
- (b) If it is agreed that the teacher has demonstrated within the timeframe determined by the principal (in consultation with the teacher) that they are meeting the

appropriate standards, they will progress to the next step from the date of the second assessment. The teacher's anniversary date for the purposes of progression only, would move to the date on which the teacher's performance was deemed to have met the required standards;

- (c) Where a beginning or fully certificated teacher is unable to attain the standards within the specified time period, the teacher will be required to undergo competency procedures as set out in Part 10.

3.7.7 Local Review Process

- (a) Where a teacher disagrees with the deferral of their salary increment the teacher may, within 14 working days of being notified of the deferral, seek a review;
- (b) The employee may be represented during the process;
- (c) A reviewer shall be a person nominated by the Board of Trustees and acceptable to the employee. The reviewer may be another staff member but should not be someone connected with the original decision to defer progression. In the event that agreement cannot be reached on a reviewer within a reasonable time the Board shall determine who the reviewer will be;
- (d) The reviewer will give the employee and the principal fair opportunity to make representations;
- (e) The reviewer shall make recommendations to the Board within 30 days of receiving the employee's application for review;
- (f) The Board shall make a final decision within 14 days of receiving the recommendations;
- (g) Where requested, the employee shall have access to the information about him/herself provided to the Board by the reviewer;
- (h) Nothing in this clause prevents the employee from taking a personal grievance in accordance with Part 10 of this Agreement.

Note: *In cases of very small schools it may be necessary to develop a reciprocal arrangement with a neighbouring school.*

3.8 Recognition of Improved Qualifications

- (a) Upon obtaining the appropriate qualifications for one of the salary qualification groups set out in clause 3.3, a teacher shall be entitled to progress annually to the appropriate qualifications maximum, providing the teacher meets the requirements for progression.
- (b) Teachers who improve their qualification(s) and are eligible for a higher salary qualification group shall, on the effective date of improving the qualification(s), receive at least the minimum commencing step for the new qualification(s). The effective date for the improvement of qualification(s) to a higher group in this situation is:
 - (i) Where qualifications are improved at the end of the academic year - the commencing date of the following school year, that is 28 January; or

- (ii) Where qualifications are improved during an academic year - the date of the official notification from the relevant tertiary provider of achievement of the qualification(s).
- (c) Teachers who, in accordance with (a) above, have been held at the maximum point of the salary scale for their qualification group for one or more years of service for salary purposes and who subsequently improve their qualification(s) shall be entitled to progress one salary step towards the maximum step of their new qualification group from the effective date of improving their qualification(s). This date shall become their new anniversary date for salary progression purposes. The effective date for the improvement of qualification(s) to a higher salary group is the date of official notification from the relevant tertiary provider of achievement of the qualification(s).

3.9 Units

- 3.9.1 Boards will be entitled, in any one school year, to a number of units for the purposes of management, responsibility, recruitment, retention and/or reward, generated by formula in the Education (School Staffing) Order for the time being in force. The employer shall consult with teachers in developing a policy to determine the use of units.
- (a) Boards with an entitlement of four or more units may allocate up to 40% of the units on a fixed term basis.
 - (b) Boards with an entitlement of three or fewer units:
 - (i) can make fixed term units divisible by two.
 - (ii) must allocate at least one unit permanently.
- 3.9.2 Permanent units are paid at the rate of \$4,000 and are additional salary regardless of the level of aggregation. They are paid at the substantive rate (i.e. not divisible) to both full-time and part-time teachers. The only circumstance in which permanent units may be proportioned is in an approved full-time job share position.
- 3.9.3 Fixed term units are paid at the rate of \$4,000 and are additional salary regardless of the level of aggregation. They are paid to both full-time and part-time teachers at the substantive rate and are not divisible unless clause 3.9.1(b) applies.
- 3.9.4 Any extra units allocated on the basis of increased staffing provisions resulting from an increase in the school's roll during the year shall be allocated as fixed term units. Any such units will have the end of the school year as their end date.
- 3.9.5 An appropriate number of permanent additional units shall be allocated to teachers holding positions, outside entitlement, described as at 1 February 1998 as follows:
- (a) Senior teachers special duties (in normal schools);
 - (b) Senior teachers in country model schools;
 - (c) Attached teachers holding "G scale" positions;
 - (d) Senior teachers in attached classes or units; and
 - (e) Resource and Regional Health School teachers pursuant to clause 3.6.2 to 3.6.6.

- 3.9.6 In schools where the total of entitlement and attached staffing is 21 FTTEs or less, Boards may designate no more than two teachers, holding permanent units, “deputy principal” or “assistant principal”. Where the total of entitlement and attached staffing exceeds 21 FTTEs, Boards may designate no more than three teachers, holding permanent units, “deputy principal” or “assistant principal”.
- 3.9.7 Subject to clause 3.9.6, teachers who have been designated by the Board “deputy principal” or “assistant principal” shall be paid at Q3 maximum on the base scale plus any units, of whatever type, allocated to them. Teachers designated by the Board “deputy principal” or “assistant principal” and who meet the criteria for Q3+, Q4 or Q5 (as defined in 3.3) shall be paid at Q3+ maximum plus any units, of whatever type, allocated to them.
- 3.9.8 **Until 30 June 2020** teachers holding permanent units (including permanent additional units) shall be entitled to progress pursuant to clause 3.7, beyond their qualification maxima, to Q3 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 unit(s) 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 scale increment (if not already at Q3 maximum of the scale) and will become eligible for any further increment(s) due from the anniversary of that date.
 - c) If on 30 June 2020 they have progressed to a step beyond the Q1 or Q2 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 Q3 maximum of the base scale regardless of whether they retain their permanent unit(s) or not.

Note: Clause 3.9.8 is a transitional clause. The parties agree that clause 3.9.8 will be deleted when this collective agreement is renewed.

- 3.9.9 At the time of allocating a fixed term unit or units, the employer shall specify in writing the period of time for which the teacher shall be entitled to that fixed term unit or units, and the particular assignment or task to be undertaken for which the fixed term unit or units has been allocated.
- 3.9.10 The entitlement to that fixed term unit or units shall cease at the expiry of the specified period of time or on the completion of the specified assignment or task.
- 3.9.11 The employer may reallocate a fixed term unit or units to the same or another teacher for a further period of time or for a further particular assignment or task.

3.10 Retirement Savings

- (a) Teachers are eligible to join a KiwiSaver scheme in accordance with the terms of those schemes.
- (b) Employer or government contributions to retirement or superannuation schemes which are closed to new members (and include the Teachers' Retirement Savings Scheme and the Government Superannuation Fund), shall continue in accordance with the terms of those schemes.
- (c) Where government or employer contributions are made to another retirement or superannuation scheme of which a teacher is a member, then that teacher is only

eligible to receive employer or government contributions to a KiwiSaver scheme to the extent that those combined contributions equal the minimum Kiwisaver employer or government contributions. If the government or employer contributions made to another retirement or superannuation scheme of which a teacher is a member equal or exceed the full minimum Kiwisaver employer or government contributions, then that teacher is not eligible to receive employer or government contributions to a KiwiSaver scheme.

Note: For information on this and other retirement savings schemes go to www.education.govt.nz

3.15 Isolation Allowance

3.15.1 An employee whose work requires that they reside at an isolated locality as outlined in clause 3.15.5 or 3.15.6 below, will receive an isolation allowance.

3.15.2 The allowance is not payable to short-term relievers defined in 1.6.9.

3.15.3 An isolation allowance will be paid fortnightly and during:

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

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

3.15.5 For an employee whose full-time residence is:

- (a) in a locality with a population of less than 300 that is also between 60kms and 150kms (inclusive) from a population centre of more than 1,500 people; or
- (b) in one of the following locations – Aranga, Arohena, Glenorchy, Hauturu, Hawea Flat, Horeke, Kawhia, Makahu, Ohuka, Ongarue, Papanui Junction, Peria, Piri Piri, Rere, Ruakituri, Te Akau or Waikaretu; or
- (c) located on Matakana Island or Waiheke Island

the rate of the allowance shall be \$1,200 per annum.

3.15.6 For an employee whose full-time residence is:

- (a) in a locality with a population of less than 300 that is also more than 150kms from a population centre of more than 1,500 people; or
- (b) located on Great Barrier Island or Stewart Island

the rate of the allowance shall be \$2,200 per annum.

[Delete Appendix 1: Isolation Allowance Rates]

3.23.3 Payment of Salaries - Short Term Relievers

- (a) Short-term relievers employed shall be paid at the rate of 1/190 of the appropriate annual salary for each day worked (inclusive of holiday pay). Provided that the

maximum daily rate payable for relievers employed for no more than three weeks shall not exceed 1/190 of step 6 on the base scale.

- (b) A reliever shall, wherever possible, be entitled to be paid within the current or immediately following pay period.
- (c) If employed on an hourly basis, this proportion shall be 1/950 of the applicable annual rate to a maximum of step 6 on the base scale (inclusive of holiday pay); provided no reliever so employed shall be paid for less than two hours per day of relief and, if there is a break in duties of one and a half hours (1.5) or more, an allowance equivalent to one (1) hours pay shall be paid.

3.27 Mentor Teacher Allowance

3.27.1 A teacher who has met the fully certificated or the experienced teacher professional standards in this Agreement can be designated a Mentor Teacher for:

- (a) Up to one school year for:
 - i. a provisionally certificated first year teacher working towards full certification.
 - ii. a provisionally certificated second year teacher working towards full certification.
- (b) The duration the Board is receiving a time allowance for:
 - i. a beginning teacher with less than two years' experience, for whom the Board is receiving the Beginning Teacher time allowance.
 - ii. an overseas trained teacher with no teaching experience in New Zealand, for whom the Board is receiving the Overseas Teacher time allowance.
 - iii. a retrained teacher with less than twelve months' teaching experience after retraining, for whom the Board is receiving the Retrained Teacher time allowance.

3.27.2 The mentor teacher will support the induction and mentoring programme to help newly qualified teachers, overseas teachers or teachers who have retrained to develop effective teaching practices for all learners.

3.27.3 If the total combined hours of employment of the teacher(s) being mentored are at least 0.8 FTTE the designated mentor teacher will receive a \$4,000 allowance, provided the mentor teacher is not receiving at the same time an allowance payable under the provision of 3.27.4.

3.27.4 If the total combined hours of employment of the teacher(s) being mentored are at least 0.5 FTTE but less than 0.8 FTTE the designated mentor teacher will receive a \$1,000 allowance, provided the mentor teacher is not receiving at the same time an allowance payable under the provision of 3.27.3.

3.27.5 A mentor teacher teacher will receive one allowance, either under 3.27.3 or 3.27.4, where they are designated to support more than one teacher concurrently.

3.27.5 A teacher can only have one designated mentor teacher at any one time.

3.32 Advanced Classroom Expertise Teacher Allowance

The Advanced Classroom Expertise Teacher (ACET) is a classroom teacher whose practice has been formally recognised as being demonstrably higher than the Experienced Teacher Professional Standards.

3.32.0 Preamble

- (a) The following provisions have been agreed in response to an NZEI Te Riu Roa claim about career pathways for teachers.
- (b) The parties acknowledge that aspects of teacher remuneration are in need of review and that recognition of ACET by way of an allowance may provide a step towards a more coherent remuneration framework.
- (c) The parties will monitor and discuss the operation of the ACET allowance as part of ongoing consideration of teacher remuneration provisions.

3.32.1 Primary teachers who meet the eligibility requirements set out in 3.32.2 below, with the endorsement of their principal will be entitled to undertake the process for recognition as ACET, subject to any national prioritisation process.

- (a) Consideration for recognition as an ACET is available only to classroom-based teachers.
- (b) A maximum of 800 ACET allowances will be available from 28 January 2015 via an allocation process beginning in 2014.
- (c) No more than 800 ACET allowances will be allocated at any one time. In the event that not all allowances can be allocated or are relinquished, there will be a process to allocate these from time to time to maintain this total of 800 allowances.

3.32.2 Eligibility requirements for an ACET include:

- (a) Being a fully certificated, permanent teacher with a classroom teaching load of at least 0.8 FTTE; and
- (b) Holding no more than one permanent unit; and
- (c) Having at least six years classroom teaching experience in a New Zealand state or state-integrated school; and
- (d) Being at the maximum step of their qualification group for three consecutive years in a New Zealand state/state-integrated school prior to application (with successful attestation against the Experienced Teacher Standards (Schedule 3 of this Agreement) in each of those years).

3.32.3 A teacher recognised as an ACET under 3.32 shall be paid an allowance of \$5,000 per annum, provided the eligibility criteria in 3.32.2 and attestation of practice by the principal against the ACET professional criteria, is maintained as part of the school's annual appraisal process.

3.32.4 The ACET allowance shall cease to be paid under the following circumstances:

- (a) reducing below an 0.8FTTE classroom teaching load for a period longer than one term; or
- (b) as a result of adverse outcome of competency or disciplinary processes; or
- (c) an unsatisfactory performance review; or

(d) an unsatisfactory three-yearly assessment to maintain certification to practice.

3.32.5 The ACET allowance may be relinquished voluntarily.

3.32.6 **Until 30 June 2020** a teacher allocated an ACET allowance, who hold Q1 or Q2 qualifications, shall be entitled to progress, from the date of allocation, pursuant to clause 3.7, beyond their qualification maxima to Q3 maxima of the base scale provided that teachers who have gone beyond their qualification maxima revert to their qualification maxima if the ACET allowance is lost through voluntary relinquishment or the teacher is no longer eligible for the allowance in terms of clause 3.32.2 effective from the date eligibility is lost.

3.32.7 **Until 30 June 2020** a teacher who ceases to be eligible for the ACET allowance because s/he is allocated more than one permanent unit shall retain any salary progression pursuant to clause 3.32.6 as at the date eligibility is lost. Any further progression shall be pursuant to clause 3.9.8.

3.32.8 If on 30 June 2020 they have progressed to a step beyond the Q1 or Q2 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 Q3 maximum of the base scale regardless of whether they retain their ACET allowance or not.

Note: Clauses 3.32.6 to 3.32.8 are transitional clauses. The parties agree that clauses 3.32.6 to 3.32.8 will be deleted when this collective agreement is renewed.

3.33 Allowances for Community of Learning Leadership Role

3.33.1 Where the Secretary for Education approves the appointment of a teacher, who is not a principal, to the Community of Learning Leadership role, then for those duties associated with that role, clause 4.6 of the Primary Principals' Collective Agreement shall apply to the teacher, in addition to the relevant provisions of this agreement.

3.34 Allowances for Community of Learning Teacher (between schools) Role

3.34.1 Boards within each Community of Learning will be entitled to a number of Teacher (between-schools) roles, generated by formula in the relevant Staffing Order, to facilitate engagement of all staff in the Community of Learning.

3.34.2 The responsibilities and/or activities of each role will be defined in substance and time by the Community of Learning's shared achievement plan.

3.34.3 A Community of Learning Teacher (between-schools) role will be appointed to promote best teaching practice across a Community of Learning, in line with the challenges in the Community of Learning's shared achievement plan. Promotion of best teaching practice may include a focus on:

- collaborative inquiry
- expertise capacity building
- pedagogy/teaching practice
- community engagement

- transition support
- cultural competency.

- 3.34.4 A teacher, who through an agreed selection process, has met the national criteria or professional standards (and is affirmed by the National Panel as having met the criteria or standards as applicable) and demonstrated how they will help meet the agreed purpose/focus for the role within the Community of Learning and is appointed to the role will be entitled to receive an allowance of \$16,000 per annum.
- 3.34.5 The period of appointment to the role will be up to two years, the exact tenure will be determined by the Community of Learning based on needs identified through the planning process, with the agreement of the Community of Learning, teacher and employing board, subject to (3.34.6), (3.34.10) and (3.34.11) below.
- 3.34.6 The initial period of appointment may be extended for one further period of up to two years depending on the needs of the Community and the progress of planning and inquiry, with the agreement of the Community of Learning, teacher and employing board.
- 3.34.7 Where a Community of Learning cannot select a teacher to one of the Teacher (between-schools) roles it generates from within the Community of Learning, or seeks an alternative period for the appointment of one or more of the roles, the Secretary for Education may agree to alternatives. This may result in alternative arrangements for the payment of the allowance outlined in (3.34.4) above and for the provision of the time allowance outlined in (3.34.9) below or for the period of the appointment to the role outlined in (3.34.5) or (3.34.6) above.
- 3.34.8 As the role is intended to expand on career opportunities for classroom teachers to use and develop their professional leadership skills while remaining in the classroom, a teacher appointed to this role must maintain at minimum a 0.5 FTTE classroom teaching load.
- 3.34.9 The employing board will receive additional 0.4 FTTE staffing for the period of the appointment to enable the functions of the role to be fulfilled.
- 3.34.10 The allowance may be suspended by the employing board where the teacher is undergoing competency processes as outlined in clause 10.7.2.
- 3.34.11 The allowance will cease to be payable in the following circumstances:
- where the teacher has been the subject of an adverse outcome following competency or disciplinary processes (or both); or
 - where the teacher ceases to be employed as a teacher at that school; or
 - where, with the agreement of the employing board, the teacher voluntarily relinquishes the role; or
 - where the teacher ceases to hold the role; or
 - when the fixed period of the appointment ends, regardless of whether the teacher remains at that school; or
 - where the employing board become ineligible to make the allowance available. In such circumstances the teacher will be provided notice of a period that is the lesser of the remainder of the term of the appointment or one year, provided the teacher continues to hold a similar status in that school.

3.35 Allowances for Community of Learning Teacher (within school) role

- 3.35.1 Boards within each Community of Learning will be entitled to a number of within school teacher roles, generated by formula in the relevant Staffing Order to promote best teaching practice within a school and strengthen the use of an inquiry approach to teaching and learning.
- 3.35.2 The responsibilities and/or activities of each role will be defined in substance and time by the Community of Learning's shared achievement plan.
- 3.35.3 A Community of Learning Teacher (within school) role will be appointed to promote best teaching practice, in line with the challenges in the Community of Learning's shared achievement plan. Promotion of best teaching practice may include a focus on:
- collaborative inquiry,
 - expertise capacity building,
 - pedagogy/teaching practice,
 - community engagement,
 - transition support and
 - cultural competency.
- 3.35.4 A teacher appointed to the role will be entitled to receive an allowance of \$8,000 per annum. Such a teacher must, through an agreed selection process, have met the relevant criteria and demonstrated how they will help meet the agreed purpose/focus for the role within the Community of Learning.
- 3.35.5 The period of appointment to the role will be determined by the employing board based on the needs identified through the Community of Learning's shared achievement plan. The role can be appointed permanently.
- 3.35.6 Where the role is appointed on a fixed term basis, the period of appointment may be for up to one year, taking account of the needs of the Community of Learning and the progress of planning and inquiry.
- 3.35.7 Where a role is transferred from another board, it may only be allocated for a fixed period of up to one school year.
- 3.35.8 As the role is intended to expand on career opportunities for classroom teachers to use and develop their professional leadership skills while remaining in the classroom, a teacher appointed to this role must maintain at minimum a 0.8 FTTE classroom teaching load.
- 3.35.9 The employing board will receive additional 0.08 FTTE staffing for the period of the appointment to enable the functions of the role to be fulfilled.
- 3.35.10 The allowance may be suspended by the employing board where the teacher is undergoing competency processes as outlined in clause 10.7.2.
- 3.35.11 The allowance will cease to be payable in the following circumstances:
- (a) where the teacher has been the subject of an adverse outcome following competency or disciplinary processes (or both); or

- (b) where the teacher ceases to be employed as a teacher at that school; or
- (c) where, with the agreement of the employing board, the teacher voluntarily relinquishes the role; or
- (d) where the teacher ceases to hold the role; or
- (e) where the appointment is for a fixed period, when that fixed period ends, regardless of whether the teacher remains at that school; or
- (f) where the teacher loses the roles because the number of allowances available to the employing board is reduced, the salary protection provisions of clause 9A.5 will apply. If the teacher returns to, or is subsequently appointed to a position of equal or higher remuneration than they received while in the Community of Learning teacher within school role, the salary protection will no longer apply.

4.5 Parental Leave

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

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

4.5.2 The Act provides entitlements to prospective parents, including those adopting a child under the age of six years, who meet specific criteria, as set out in the Act. Those entitlements are:

- (a) Special leave (pregnancy-related) of up to 10 days;
- (b) Primary carer leave of up to 22 weeks;
- (c) Extended leave of up to 52 weeks;
- (d) Up to 22 weeks of parental leave payments.
- (e) Partner's leave of up to two weeks;

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

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

4.5.4 Parental Grant

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

six weeks salary is still payable. The parental grant is not reduced because salary is being received.

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