

**Terms of Settlement  
Secondary Teachers' Collective Agreement  
21 September 2015**

This document sets out agreed components of a settlement of the Secondary Teachers' Collective Agreement 2015-2018 (the collective agreement), between the Secretary for Education and the New Zealand Post Primary Teachers' Association (NZPPTA).

**1. Term**

The term of the collective agreement will be 36 months from the date of ratification.

**2. Salary Scales**

The parties agree that in 2015, pay rate increases for teachers who, on the date of settlement, are NZPPTA members employed under the terms of this collective agreement will take effect from 2 September 2015. This increase is subject to ratification of the settlement of the collective agreement by 30 October 2015. In the event that ratification is not achieved by 30 October 2015, pay rate increases will take effect from the date of ratification.

Base scale salary rates for trained teachers shall be adjusted as follows:

Step	Grade	Current	2 September 2015	2 September 2016	4 September 2017
T1	G1E, G2E, G3E	\$45,068	\$45,969	\$46,889	\$47,000
T2		\$46,692	\$47,626	\$48,578	\$49,000
T3	G3+E	\$48,316	\$49,282	\$50,268	\$51,200
T4	G4E	\$50,143	\$51,146	\$52,169	\$53,200
T5	G5E	\$53,290	\$54,356	\$55,443	\$56,550
T6	G1M	\$56,741	\$57,876	\$59,033	\$60,500
T7	G2M	\$60,801	\$62,017	\$63,257	\$64,800
T8		\$66,125	\$67,448	\$68,796	\$69,400
T9	G3M	\$69,099	\$70,481	\$71,891	\$73,650
T10	G3+M	\$73,000	\$74,460	\$75,949	\$78,000

Base scale salary rates for untrained teachers shall be adjusted as follows:

Step	Grade	Current	2 September 2015	2 September 2016	4 September 2017
U1	G1E	\$30,756	\$31,371	\$31,999	\$32,600
U2	G2E	\$32,094	\$32,736	\$33,391	\$34,000
U3		\$34,769	\$35,464	\$36,174	\$36,500
U4	G3E	\$37,443	\$38,192	\$38,956	\$39,700
U5		\$41,453	\$42,282	\$43,128	\$43,500
U6	G4E	\$45,466	\$46,375	\$47,303	\$48,200
U7	G5E	\$46,803	\$47,739	\$48,694	\$49,500
U8		\$48,810	\$49,786	\$50,782	\$51,500
U9		\$51,482	\$52,512	\$53,562	\$54,500
U10	G1M	\$55,496	\$56,606	\$57,738	\$58,800
U11	G2M	\$59,507	\$60,697	\$61,911	\$63,100
U12		\$64,990	\$66,290	\$67,616	\$68,500
U13	G3M	\$67,262	\$68,607	\$69,979	\$71,000

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### 3. Education Council practising certificate fees

From 1 November 2015 to 31 October 2018, the Secretary for Education agrees to cover the cost of any fees set by the Education Council, pursuant to section 364(1) of the Education Act 1989, for the purposes of the issuing or renewal of practising certificates for teachers covered by the Secondary Teachers' Collective Agreement 2015-2018. The costs of any such fees over the period will be paid directly by the Secretary for Education to the Education Council.

### 4. Coverage of secondary teachers teaching technology courses to years 7 and 8

The parties agree to amend the collective agreement as follows:

#### 1.4(a) (replacing current third bullet point)

- *Specialist secondary teachers of technology of classes at Years 7 and 8 in technology host schools or at schools or centres where the specialist secondary teacher is employed to predominantly teach technology classes at Years 7 and 8.*

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

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

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

#### 1.8 Definitions

(g) *'Technology host school' means a state or state-integrated school that has agreed, in a technology memorandum of understanding (or other agreement), to provide technology instruction for years 7 and 8 students of another state or state-integrated school(s).*

(h) *'Specialist secondary teacher of technology' means a teacher:*

- *employed to teach technology courses which include a practical component to classes of years 7 and 8;*
- *who holds a specialist qualification or specialist practical experience; and*
- *who holds a secondary teaching qualification recognised by the Education Council of Aotearoa New Zealand.*

### 5. Sabbatical leave awards

The parties agree that 10 additional secondary sabbatical leave awards per annum shall be made available nationally from the beginning of the 2016 school year.

The 10 additional sabbatical leave awards will be allocated based primarily on:

- i. the quality of the proposal for professional learning;
- ii. the focus of the learning in one or more of the approved fields; and
- iii. the contribution it makes to the profession.

Amend cl 6.6.7(a) to read:

*50 sabbatical leave awards per annum shall be available nationally for full-time registered teachers.*

## **6. Secondary teacher workload**

The parties agree to establish a working group focused on secondary teacher workload. Terms of reference are attached at Attachment A.

## **7. Secondary teacher supply**

The parties agree to establish a working group focused on secondary teacher supply. Terms of reference are attached at Attachment B.

## **8. Motor car reimbursement rates**

The parties agree that the rate reimbursement for a motor car will be a flat rate of 62c per kilometre irrespective of the number of annual kilometres run on official business.

Replace current wording in Appendix D cl 1.5(a) with Motor Car 62c

## **9. Field allowance**

The parties agree to increase the field allowance from \$12.72 to \$25 and to subsume the incidentals allowance within the field allowance.

- Amend Appendix D cl 1.4 by increasing the basic daily rate from the current \$12.72 to \$25.
- Remove Appendix D cl 1.4(b) relating to the daily rate for an "incidentals allowance" as part of the Field Allowance.
- Amend cl 7.3.1 to read:

*Teachers are entitled to the field allowance, specified in Appendix D clause 1.4, when supervising students attending a school camp or school trip for more than one complete day. Where a teacher receives the field allowance the incidentals allowance shall not be payable.*

## **10. Removal of reimbursing allowances**

The parties agree to remove from the collective agreement Appendix D cl 1.6 (Trailer Towing Allowance) and Appendix D cl 1.9 (Relieving Allowance).

## **11. Sick leave and salary credits for calculating equivalent service**

The changes to Appendix A – Salary on Appointment and the sick leave clauses in Part Six are intended to make the collective agreement easier to understand and be applied.

It is not the intention of the parties to reduce the entitlement of any teacher to whom Appendix A – Salary on Appointment and the sick leave clauses in Part Six apply and the parties agree that no

change is to be interpreted as reducing the terms and conditions of any teacher covered by the provisions or altering the operation or administration of those provisions.

The parties agree to:

- a revised Appendix A (attached as Attachment C).
- revised sick leave provisions (attached as Attachment D)
- a consequential deletion of Appendix E, cl 1.6 and 1.7. These clauses are now included in Part Six as clauses 6.2.6 and 6.2.8.

## 12. Revision of service/qualification increment eligibility

The parties agree to amend cl 4.9 'Service/Qualification Increment' and retain historic eligibility criteria as a new 'Supplement 2' to the collective agreement.

Revised wording for cl 4.9 and Supplement 2 is attached as Attachment E.

## 13. Payment in lieu of notice where appointment is terminated

The parties agree to allow boards the ability to pay out up to two months' salary in lieu of notice to any teacher who is dismissed with notice, except in cases of serious misconduct.

Amend cl 3.11.1 to the following:

- a) The notice required to be given to a permanently appointed teacher who holds a position which was advertised shall be two months.*
- b) A permanently appointed teacher shall give two months' notice to the employer, except where the teacher and the employer agree to a lesser period of notice from the teacher.*
- c) Where an employer has dismissed a teacher who holds such a position, except in cases of serious misconduct, the employer at their discretion may provide some or all of the notice as salary in lieu of notice. In cases of serious misconduct clause 3.4.3(e) shall apply.*

## 14. Salary scale progression of short-term relievers

The parties agree to amend the collective agreement to clarify when short-term relievers can progress to the next step on the salary scale.

Introduce new cl 4.2.3(d)(iv) as follows:

*Short-term relievers shall progress from one step to the next upon completion of each 190 days or 950 hours' relieving service, subject to satisfactory performance as attested by the principal of a school where the teacher has recently been employed as a relief teacher.*

## 15. Good employer guidelines in respect of Māori

The parties agree to amend cl 3.1 to add clause numbering 3.1.2 and amend current wording of unnumbered paragraph under the heading "Good Employer Guidelines in Respect of Māori" to read:

*Good Employer Guidelines in Respect of Māori*

*The New Zealand School Trustees' Association and the New Zealand Post Primary Teachers' Association have developed new guidelines to assist boards to meet their*

*good employer obligations in respect of Māori as set out in the State Sector Act 1988. They are available in booklet form. These have been distributed to NZPPTA members and boards of trustees and are accessible on the NZSTA and NZPPTA websites.*

*NZSTA and NZPPTA trust that the parties to this agreement will make use of these guidelines as they work to adopt policies and practices to reflect their employment obligations to Māori teachers and their obligations to recognise the aims and aspirations of Māori.*

#### **16. Wording of clauses relating to Communities of Schools**

The parties agree that they will review the wording of clauses relating to Communities of Schools, once the outcome of the current New Zealand Educational Institute (NZEI) variation process is known. Any change is subject to NZPPTA's agreement once the details of the NZEI variation are able to be shared.

#### **17. Technical updates**

The parties agree to include all technical claims as agreed between the parties.

#### **18. Variations**

The current variations relating to secondary teacher salary scales (dated 13 September 2013) and the changes introduced by the Government's Investing in Educational Success initiative (dated 30 September 2014) continue to be incorporated in the Secondary Teachers' Collective Agreement.

**Signed at Wellington on 21 September 2015 by:**



Jane Benefield  
Industrial Advocate  
NZPPTA



Roanna Chan  
Advocate  
for the Secretary for Education

Witnessed by:



Colin Davies  
Manager Services Delivery  
NZSTA

## Attachment A – Terms of Reference: Secondary Teacher Workload Working Party

### Functions

The working group's scope will include:

- Identify the key contributors to teacher workload in NZ secondary schools
- Review existing evidence on secondary teacher workload to:
  - Identify the components of workload which have a negative impact on effective teaching and learning and recruitment and retention of teaching staff
  - Consider workload differences for teachers of different roles and employment arrangements.
  - Consider workload differences in workload across schools of different size, rurality, and decile.
- Review expectations and requirements of external agencies on effective teaching and school management
- Provide advice to the Minister of Education on the above matters and on the range of responses which are available to address any identified concerns

### Composition

The Secretary for Education will chair a Secondary School Workload Group composed of:

- 4 representatives from the Ministry of Education
- 1 representative from NZSTA
- 1 representative jointly nominated from NZSPC and SPANZ
- 4 representatives from NZPPTA
- 1 representative from the Education Council
- Up to 2 representatives from NZQA.

NZPPTA and the Ministry will provide a joint secretariat for the group. The group will from time to time invite representatives of other organisations to assist them by the provision of information relevant to the work of the group.

### Timeframe

The group will convene before **28<sup>th</sup> July** 2016 and will complete its final report to the Minister for Education by **14<sup>th</sup> December** 2016.

The group will meet monthly.

The Secretary may call any technical meetings required between the Ministry of Education and NZPPTA representatives between meetings to progress work between the monthly meetings.

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## Attachment B – Terms of Reference: Secondary Teacher Supply Working Group

### Functions

The working group will:

- Identify the factors influencing secondary teacher supply
- Identify the work currently being undertaken on secondary teacher supply
- Consider secondary teacher supply currently and over the medium term
- Consider recruitment and retention pressures for teachers who are:
  - Full time classroom teachers
  - Part time classroom teachers
  - Middle management teachers
  - Senior management teachers
  - Representative of minority populations
  - Teachers of different subject specialisms
  - Teachers in small and in rural schools
  - Teachers in low decile schools
  - Teachers in Maori Medium schools.
- To provide advice to the Minister of Education on the above matters and on the range of responses which are available to address any issues which may be identified

### Composition

Graham Stoop and Angela Roberts will co-chair the Secondary Teacher Supply Group, which will be composed of:

- 3 representatives from the Ministry of Education,
- 3 representatives from NZPPTA,
- 3 representatives of employers (principals or board members); including one representing Māori Medium schools, one member from NZSTA, or one board member nominated by NZSTA and one principal jointly nominated by SPC and SPANZ.
- 1 representative from the Education Council

NZPPTA and the Ministry will provide a joint secretariat for the group. The group may from time to time invite representatives of other organisations to assist them by the provision of information relevant to the work of the group.

### Timeframe

The group will convene before 28<sup>th</sup> February 2016 and will complete its final report to the Minister for Education by 31<sup>st</sup> June 2016.

The group will meet bimonthly.

The group may call any technical meetings required between the Ministry of Education and NZPPTA representatives between meetings to progress work between the monthly meetings.

## Attachment C – Salary on Appointment Amendments

### Appendix A – Salary on appointment

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

#### 1. General

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

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

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

#### 2. First appointment

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

#### 3. Reappointment after a break in service

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

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

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



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

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

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

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

## 6. Other teaching service

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

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

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

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

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

## 7. Relevant work experience other than teaching

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

- a. half credit for relevant work experience completed after the completion of a recognised and appropriate vocational qualification that is at least Level 5 on the National Qualifications Framework.
- b. one third credit for relevant work experience completed after the completion of a recognised and appropriate vocational qualification that is at least Level 4 on the National Qualifications Framework.
- c. one third credit to a maximum of two salary steps for relevant work experience where no vocational qualification at Level 4 or higher on the National Qualifications Framework was completed prior to that work.

## 8. Childcare

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

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

## 9. Māori Language Trainees and Te Atākura Graduates

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

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

## Attachment D – Sick Leave Amendments

6.1 No change

### 6.2 Sick leave

#### 6.2.1 Eligibility

Except where otherwise specifically stated the following conditions apply to all teachers.

#### 6.2.2 Entitlement

- a) A teacher who is granted leave due to sickness or injury not arising out of or in the course of the teacher's employment shall be entitled to sick leave on pay for a period or periods not exceeding the amounts set out in the table below.

Length of service	Aggregated sick leave entitlement
Up to 3 months	7 days
Over 3 months and up to 6 months	14 days
Over 6 months and up to 9 months	31 days
Over 9 months and up to 5 years	46 days
Over 5 years and up to 10 years	92 days
Over 10 years and up to 20 years	154 days
Over 20 years and up to 30 years	229 days
Over 30 years	306 days

- b) The amount of sick leave available shall be the teacher's aggregated sick leave entitlement set out in the table above, less the total amount of sick leave with pay the teacher has taken during their teaching service to date.
- c) Notwithstanding clause 6.2.2(a) above, a short-term relieving teacher has a sick leave entitlement based on the aggregate of the service completed since their last date of permanent employment, where every 190 days or 950 hours of short-term relief service equals one year of sick leave service.
- d) Where a teacher has exhausted their current entitlement set out in the table in clause 6.2.2(a):
- in each subsequent year the employer will allow the teacher to anticipate up to five days' paid sick leave.
  - in exceptional circumstances the employer may grant further anticipated sick leave with pay in excess of the entitlement set out in clause 6.2.2(a), provided that no extension is granted beyond the 306 days.
  - any anticipated sick leave taken under (i) or (ii) above will be deducted from the teacher's next entitlement under 6.2.2(a) when that entitlement becomes due.
- e) Where a teacher has exhausted their entitlement set out in the table in clause 6.2.2(a) and has no future entitlement under 6.2.2(a), the teacher shall be granted sick leave in accordance with the Holidays Act 2003.

#### 6.2.3 Service for sick leave purposes

- a) The total period of the "length of service" which determines the teacher's sick leave entitlement outlined in 6.2.2(a) shall be the aggregate of employment as a teacher in:
- a New Zealand state or state integrated school;
  - a New Zealand free kindergarten association, university, or polytechnic;
  - Fiji, Cook Islands, Tonga, Western Samoa or Niue

- b) The following teaching service is counted as full-time:
  - i. fulltime service;
  - ii. permanent part-time service;
  - iii. non permanent part-time service that consists of employment for 20 hours or more per week.
- c) Non-permanent part-time teaching service of less than 20 hours per week is assessed on the basis that 80 hours equals one month's service or 1000 hours equals one year's service.
- d) Service in the New Zealand Public Service and/or Armed Forces may be converted to teaching sick leave entitlement on such terms as the Secretary for Education may agree. Deductions for sick leave taken from transferred New Zealand Public Service and/or Armed Forces service shall be converted to deductions from the teaching sick leave entitlement using the formula  $T/P*S=E$  where:
  - T = Teachers' sick leave entitlement on years of service;
  - P = Public Servants' sick leave entitlement on years of service;
  - S = Sick Leave taken as a Public Servant;
  - E = Equivalent number of days of sick leave as if taken as a teacher.

**Note 1:** *For the calculation of a teacher's sick leave entitlement, the total period of a teacher's "length of service" will continue to include employment as a teacher by a former education board, a secondary school board, a private school which has become integrated, a community college, a technical institute, a teacher's college, the former Department of Education or an agricultural college.*

**Note 2:** *Service for sick leave purposes does not include:*

- *study time while a teacher is not employed in the education service, or when on leave without pay of more than 90 calendar days,*
- *teaching in private schools (except for teachers in private schools which become integrated,*
- *teaching overseas except in the Pacific countries listed in subclause 6.2.3(a)iii above,*
- *trade service, or*
- *service as a member of the armed forces of another country.*

#### 6.2.4 Granting sick leave

- a) The employer shall grant sick leave on pay with the following conditions:
  - i. While a medical certificate will not normally be required for leave of up to five days, where it is considered warranted, an employer may require a teacher to produce a medical certificate or other evidence satisfactory to the employer.
  - ii. For sick leave within three consecutive calendar days (whether or not the days would otherwise be working days for the teacher) the employer may inform the teacher that proof of sickness or injury is required and, if so, the employer will agree to meet the employee's reasonable expenses in obtaining the proof.
  - iii. When a period of sick leave exceeds five school days a medical certificate from a registered medical or dental practitioner must be provided to the employer. If the teacher cannot obtain a medical or dental certificate other evidence satisfactory to the employer may be provided.
  - iv. When a period of sick leave exceeds 14 days an employer may require the teacher to provide a medical certificate from a registered medical or dental practitioner stating the expected date the teacher will be able to return to work. The employer may require the teacher to provide further medical certificates should the sick leave continue beyond the expected date of return stated in this or subsequent medical certificates.

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- v. When a period of sick leave exceeds 14 days the employer may require the teacher to obtain a second medical opinion from an independent registered medical or dental practitioner nominated by the employer and agreed to by the teacher provided that such agreement shall not be unreasonably withheld. The cost of a second medical opinion will be met by the employer.

#### 6.2.5 Deduction from sick leave entitlement

- a) Full-time teachers will have sick leave deducted from the entitlement set out in clause 6.2.2(a) above as follows:
  - i. where the period of absence does not exceed five consecutive school days the days of absence are deducted i.e. intervening Saturday or Sunday do not count as leave.
  - ii. where the period of absence exceeds five consecutive school days the continuous days are deducted i.e. all intervening weekends count as leave.
  - iii. public holidays and school vacations that fall during a period of paid sick leave do not count as leave.
- b) Part-time teachers shall have each day of absence deducted as a full day from the entitlement in clause 6.2.2(a) above. The days to be deducted shall be only those days which would normally have been worked and shall not include any intervening free days except where the part-time teacher works on five days of the week when, as with full-time teachers, the intervening weekend days will be counted as sick leave.

#### 6.2.6 Teachers temporarily working reduced hours on account of sickness

- a) The employer may allow at its discretion a teacher who has been on sick leave to return to duty on a reduced hours basis if the teacher's doctor so recommends and provides a medical clearance, and there would be no staffing or timetabling problems for the school. This arrangement should not, however, normally be allowed to continue for more than six weeks. The provisions (b) to (e) below will apply.
- b) The daily hours not worked are to be aggregated and debited against sick leave on the basis of a five-hour day. For example, where a full time teacher is present for:
  - i. 20 timetabled hours in one week = 5 hours absent = 1 day sick leave debited
  - ii. 17.5 timetabled hours in one week = 7.5 hours absent = 1.5 days sick leave debited
- c) Whole days or half-days of absence are to be debited as whole or half-days.
- d) When the absence is on account of injury by accident and earnings related compensation is payable to the teacher, normal pay is to continue and the Secretary for Education is to obtain reimbursement of earnings related compensation from the Accident Compensation Corporation in accordance with the usual procedures.
- e) If the accident was work related there is no debit against sick leave entitlement. However, if the accident was non-work related, the sick leave entitlement is debited to the extent to which the salary payable for time actually worked plus the earnings related compensation is made up to give normal full salary (provided the teacher has a sick leave entitlement available).

#### 6.2.7 Disregarded sick leave

- a) Disregarded sick leave not exceeding an overall aggregate of two years shall be granted by the Secretary for Education where in the opinion of the Secretary one of the following conditions has been met:
  - i. The sickness can be traced directly to the conditions or circumstances under which the teacher is working; or

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- ii. The injury occurred in the discharge of the teacher's duties through no fault of the teacher and where no payment has been made by the Accident Compensation Corporation; or
  - iii. The teacher has contracted a notifiable disease which requires the teacher to be excluded from school for a period prescribed under Schedule 2 of the Health (Infectious and Notifiable Diseases) Regulations 1966 or for a period determined by a Medical Health Officer; or
  - iv. The teacher has contracted hepatitis or tuberculosis, where the period of disregarded sick leave is the time that the teacher's treating registered medical practitioner decides is necessary for the teacher to remain away from school; or
  - v. The absence was due to war injury or service.
- b) Where sick leave has been deducted for any period granted as disregarded sick leave under 6.2.7(a)(i) to 6.2.7(a)(v) above, the sick leave will be reinstated.
  - c) Disregarded sick leave is additional to any period of absence on account of sickness or injury to which the teacher is entitled with full salary in accordance with the scale set out in clause 6.2.2 above.
  - d) Fixed term or relieving teachers shall only be granted disregarded sick leave, as provided for in 6.2.7(a) above, where they have been in continuous employment before the date of application.

#### 6.2.8 Holiday pay deductions

- a) Holiday pay is not reduced for periods of sick leave with pay
- b) When teachers have used their current sick leave entitlement holiday pay may be reduced for periods of sick leave without pay on the following conditions:
  - i. No deduction is to be made from the holiday pay of teachers for periods of sick leave without pay for periods not exceeding 90 calendar days in any one school year.
  - ii. Where the total amount of sick/accident leave without pay is in excess of 90 calendar days the deduction is based on the period subsequent to the initial 90 calendar days. The initial 90 calendar days are unaffected.
- c) Teachers with a current sick leave entitlement who apply to receive sick leave without pay will have holiday pay reduced in proportion to the unpaid leave taken (as per clause 4.8.3) and should be advised of this when notified of the approval of sick leave without pay.
- d) Clause 6.2.8b above will apply to all fixed term or relieving teachers who have completed at least 90 calendar days continuous service.

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## Attachment E – Service/Qualification Increment Amendments

### 4.9 Service/Qualification Increment

- 4.9.1 A teacher is eligible for the Service/Qualification Increment (Increment) if the teacher:
- is permanently appointed to a teaching position; and
  - has been attested by the principal as having met the requirements of Supplement 1; and
  - has completed three years' teaching service on their maximum step of the trained teachers' base salary scale for the teacher's qualification group; and
  - is classified in qualification Group 1, 2, 3 or 3+ and has completed a qualification at Level 5 or higher on the National Qualifications Framework that is acquired after the qualification(s) used to determine the teacher's qualification group; and
  - does not hold a permanent unit(s) in terms of clause 4.3.
- 4.9.2 The acquisition of an additional qualification is not required of a teacher classified in qualification Group 4 or 5.
- 4.9.3 A teacher eligible for payment of the Increment shall, upon application, be paid additional salary at the rate of \$2,000 per annum.
- 4.9.4 A teacher eligible for the Increment under clause 4.9.1 shall have the payment backdated to the date they became eligible to receive the increment provided that no backdating exceeds 36 months from the date of application.
- 4.9.5 Eligibility for the Increment once approved, remains (subject to 4.9.6 and 4.9.7 below) if the teacher moves to a new teaching position in the secondary sector, whether permanent or not, regardless of breaks in service.
- 4.9.6 Payment of the Increment will cease should a teacher be appointed to a position which has allocated permanent unit(s), or upon the allocation of permanent unit(s) to the teacher in her/his existing position. Payment of the Increment will resume should the teacher cease to hold a position allocated permanent unit(s).
- 4.9.7 Payment of the Increment will cease should a teacher improve their qualification group. Once the teacher has met the eligibility requirements outlined in clause 4.9.1(b) to (e) for the new qualification group payment of the Increment shall resume.
- 4.9.8 Primary or area school teachers or those in the advisory service who move to a position in a secondary school, either directly or after a break in service, who:
- were in receipt of the Service Increment will receive payment of the Increment as per clause 4.9.3 (subject to clause 4.9.6 and 4.9.7) from the date of appointment to the new position; or
  - have accumulated service towards eligibility for the Increment in terms of clause 4.9.1(c) shall be able to count the accumulated service towards the service requirement in clause 4.9.1(c).
- 4.9.9 Teachers who were serving on or before 1 February 1971 will not be required to acquire an additional qualification if they fall within one of the categories outlined in Supplement 2 of this agreement.

## Supplement 2 – Service/Qualification Increment

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

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