



8 March 2019

Michael Stevenson  
General Secretary  
NZPPTA  
PO Box 2119  
WELLINGTON

Attention: Jen Dive

Tēnā koe Jen

### **Secondary Teachers' Collective Agreement**

Attached is the revised offer from the Secretary for Education to the NZPPTA made in mediation today for the settlement of the Secondary Teachers' Collective Agreement.

We confirm that we remain open to discuss options to reshape the offer.

The offer includes the following elements:

- increases to base salary rates of 3% per year from the date of settlement, subject to the timing of ratification, over a three year term
- move the salary maxima for G1 and G2 teachers so they will have the same salary maxima as G3, which will also shift up one step to the new penultimate step (step 10) from 8 March 2021 i.e. 24 months from the date of settlement
- add an additional step for G3+ from 8 March 2020 i.e. 12 months from the date of settlement
- merge steps 1-4 of the untrained teacher base scale from the date of settlement
- increase the value of the Careers Adviser Allowance from \$1,500 to \$2,250 from the date of settlement
- increase the value of Middle Management Allowances (MMAs) and Senior Management Allowances (SMAs) from \$1,000 to \$1,500 from the date of settlement
- enhance the payment of the High Priority Teacher Supply Allowance so that the same rate (\$2,500 pa) is paid to teachers irrespective of their certification status i.e. full, subject to confirmation or provisionally certificated teachers would receive the same rate from the date of settlement
- enhance the Māori Immersion Teacher Allowance (MITA), by introducing additional allowances for teachers in Level 1 immersion settings
- amend the MMA allocation to provide Boards with additional flexibility by increasing the portion that can be allocated fixed term and to those without units and the maximum number that can be allocated to individual teachers
- amend the parental provisions to reflect gender neutral language
- amend the surplus staffing provisions to improve the flow and language
- a joint working party including NZSTA to explore, within the term of the collective agreement, a "blue skies" review of Part Five (Hours of Work)
- a lump-sum payment of \$1,000 to PPTA members.

In addition to the elements outlined above, alongside the Terms of Settlement, the Secretary also offers to increase the number of MMA's by 10% from the start of 2020.

In considering the offer, we urge the PPTA to reflect upon it in the context of the Government's Education work programme and extensive investment in it.

We trust that you will provide this letter, and its attachments, to your members.

Ngā mihi



Iona Holsted  
Secretary for Education

DRAFT



## **Terms of Settlement – Secondary Teachers’ Collective Agreement Dated 8 March 2019**

This document sets out the agreed components of the settlement of the Secondary Teachers’ Collective Agreement 2019-2022. This agreement has been settled between the Ministry of Education and the NZPPTA and shall be subject to ratification by PPTA members pursuant to section 51 of the Employment Relations Act 2000.

### **1. Term**

The term will be 36 months from the date of settlement (8 March 2019 to 7 March 2022), provided ratification is confirmed and the new collective agreement is signed no later than 3pm 7 April 2019. If not, the term will be 36 months from the date of ratification.

The effective dates contained in this agreement are contingent on ratification being confirmed and the new collective agreement being signed no later than 3pm 7 April 2019.

### **2. Remuneration**

#### **a. Increase to the base salary scale**

The parties agree that the increases to base salary for teachers who, on the date of settlement, are NZPPTA members employed under the terms and conditions of this Agreement will take effect from 8 March 2019, 8 March 2020 and 8 March 2021 respectively. The effective dates of these increases are subject to confirmation of ratification and the signing of the new collective agreement by 3pm 7 April 2019.

In the event that ratification is not confirmed and the new collective is not signed by 3pm 7 April 2019, the increases to base scale salary rates below will take effect from the date of ratification, 12 months from the date of ratification and 24 months from the date of ratification respectively.

The parties agree to increase the trained and untrained teacher base salary scale by 3% effective from 8 March 2019, by a further 3% effective from 8 March 2020, and by a further 3% effective from 8 March 2021.

Below is the table outlining the changes to the trained base salary scales from 8 March 2019:

Step	Current Grade	Rates effective 4 September 2017	Rates effective 8 March 2019	Grade effective 8 March 2020	Rates effective 8 March 2020	Grade effective 8 March 2021	Rates effective 8 March 2021
T1	G1E, G2E, G3E	\$47,000	\$48,410	G1E, G2E, G3E	\$49,862	G1E, G2E, G3E	\$51,358
T2		\$49,000	\$50,470		\$51,984		\$53,544
T3	G3+E	\$51,200	\$52,736	G3+E	\$54,318	G3+E	\$55,948
T4	G4E	\$53,200	\$54,796	G4E	\$56,440	G4E	\$58,133
T5	G5E	\$56,550	\$58,247	G5E	\$59,994	G5E	\$61,794
T6	G1M	\$60,500	\$62,315	G1M	\$64,184		\$66,110
T7	G2M	\$64,800	\$66,744	G2M	\$68,746		\$70,809
T8		\$69,400	\$71,482		\$73,626		\$75,835
T9	G3M	\$73,650	\$75,860	G3M	\$78,135		\$80,479
T10	G3+, G4, G5M	\$78,000	\$80,340		\$82,750	G1, G2, G3M	\$85,233
T11		-	-	G3+, G4, G5M	\$85,233	G3+, G4, G5M	\$87,790

**b. Qualification Maxima for G3+, G4 and G5**

The parties also agree that from 8 March 2020 a new step will be added to the base scale, increasing the G3+, G4 and G5 max steps one step.

Those G3+, G4 and G5 teachers, who as at 8 March 2020 have been on their qualification maximum step for at least 12 months shall, subject to the requirements of clause 4.2.3, progress to the new step on that date.

Below is the table outlining the changes to the trained base salary scales from 8 March 2020:

Step	Current Grade	Rates effective 4 September 2017	Rates effective 8 March 2019	Grade effective 8 March 2020	Rates effective 8 March 2020
T1	G1E, G2E, G3E	\$47,000	\$48,410	G1E, G2E, G3E	\$49,862
T2		\$49,000	\$50,470		\$51,984
T3	G3+E	\$51,200	\$52,736	G3+E	\$54,318
T4	G4E	\$53,200	\$54,796	G4E	\$56,440
T5	G5E	\$56,550	\$58,247	G5E	\$59,994
T6	G1M	\$60,500	\$62,315	G1M	\$64,184
T7	G2M	\$64,800	\$66,744	G2M	\$68,746
T8		\$69,400	\$71,482		\$73,626
T9	G3M	\$73,650	\$75,860	G3M	\$78,135
T10	G3+;G4;G5M	\$78,000	\$80,340		\$82,750
T11	-	-	-	G3+;G4;G5M	\$85,233

**c. Qualification Maxima for G1, G2 and G3**

The parties agree from 8 March 2021 the salary maxima for G1 and G2 teachers will be increased to the G3 maximum, which will also lift one step to the new penultimate step (10).

Those G1, G2 and G3 teachers, who as at 8 March 2021 have been on their qualification maxima for at least 12 months shall, subject to the requirements of clause 4.2.3, progress one salary step on that date. The date will become the teacher's anniversary date for pay progression purposes and a teacher will be entitled to progress to the next step as per clause 4.2.3, and subject to their applicable qualification maximum step provided in clause 4.2.1.

Below is the table outlining the changes to the trained base salary scales from 8 March 2021:

Step	Grade (effective 8 March 2020)	Rates effective 8 March 2020	Grade (effective 8 March 2021)	Rates effective 8 March 2021
T1	G1E, G2E, G3E	\$49,862	G1E, G2E, G3E	\$51,358
T2		\$51,984		\$53,544
T3	G3+E	\$54,318	G3+E	\$55,948
T4	G4E	\$56,440	G4E	\$58,133
T5	G5E	\$59,994	G5E	\$61,794
T6	G1M	\$64,184		\$66,110
T7	G2M	\$68,746		\$70,809
T8		\$73,626		\$75,835
T9	G3M	\$78,135		\$80,479
T10		\$82,750	G1M, G2M, G3M	\$85,233
T11	G3+M	\$85,233	G3+M	\$87,790

#### d. Untrained Teachers

The parties agree to merge steps 1-4 of the untrained base salary scale on the date of settlement.

Below is the table outlining the changes to the untrained base salary scales from 8 March 2019:

Step	Current Grade	Rate effective 4 September 2017	Grade effective 8 March 2019	Rates effective 8 March 2019	Rates effective 8 March 2020	Rates effective 8 March 2021
U1	G1E	\$32,600	G1, G2, G3E	\$40,891	\$42,118	\$43,381
U2	G2E	\$34,000		\$40,891	\$42,118	\$43,381
U3		\$36,500		\$40,891	\$42,118	\$43,381
U4	G3E	\$39,700		\$40,891	\$42,118	\$43,381
U5		\$43,500		\$44,805	\$46,149	\$47,534
U6	G4E	\$48,200	G4E	\$49,646	\$51,135	\$52,669
U7	G5E	\$49,500	G5E	\$50,985	\$52,515	\$54,090
U8		\$51,500		\$53,045	\$54,636	\$56,275
U9		\$54,500		\$56,135	\$57,819	\$59,554
U10	G1M	\$58,800	G1M	\$60,564	\$62,381	\$64,252
U11	G2M	\$63,100	G2M	\$64,993	\$66,943	\$68,951
U12		\$68,500		\$70,555	\$72,672	\$74,852
U13	G3M	\$71,000	G3M	\$73,130	\$75,324	\$77,584

#### **Note for Terms of Settlement**

*The parties acknowledge that alongside the changes to remuneration as part of this settlement, employment conditions in the education workforce more broadly are within the scope of the Education Workforce Strategy 2032 (EWS) where PPTA is represented on that Strategy's Governance Group. The EWS work will therefore include consideration of the way in which remuneration can best support workforce goals.*

#### **3. Middle Management and Senior Management Allowances (4.3A)**

The parties agree to increase the value of Middle Management Allowances (MMAs) and Senior Management Allowances (SMAs) to \$1,500 from 8 March 2019 and amend the MMA criteria [proposed clause at **Annex 2**].

#### **4. High Priority Teacher Supply Allowance (4.13)**

The parties agree to pay the High Priority Teacher Supply Allowance (HPTSA) at the same rate of \$2,500 for all certificated teachers from 8 March 2019. See wording attached at **Annex 2**.

#### **5. Parental Provisions (6.13)**

The parties agree to amend the parental leave provisions (clause 6.3) to reflect gender neutral language. See wording attached at **Annex 2**.

#### **6. MITA (4.18)**

The parties agree to introduce an additional allowance of \$2,000 per annum for teachers with three continuous years' teaching service in level 1 immersion settings, increasing to \$4,000 for teachers with six continuous years' teaching experience in level 1 immersion settings from 8 March 2019. See wording attached at **Annex 2**].

#### **7. Careers Adviser Allowance (4.10)**

The parties agree to increase the value of the Careers Adviser Allowance to \$2,250 from 8 March 2019. See wording attached at **Annex 2**.

The Ministry reserves the right to correct any errors

## **8. Surplus Staffing (3.9)**

The parties agree to amend the surplus staffing provisions to improve the flow and language. See wording attached at **Annex 2**.

## **9. Hours of Work (Part 5)**

The parties agree to a joint working party including NZSTA to explore, within the term of the collective agreement, a “blue skies” review of Part Five (Hours of Work). The parties will agree a Terms of Reference prior to the collective agreement going out for ratification. See proposed Terms of Reference at **Annex 1**.

## **10. Additional Payment**

The parties have agreed that a one-off gross payment of \$1000 per full time member is to be included as part of the settlement package. The parties note that the PPTA claims included reimbursement of Teaching Council fees and a bargaining fee arrangement, and while neither of these matters are included as part of the settlement, the lump sum payment provides a degree of alternative recognition.

The parties agree that all full-time teachers covered by the Secondary Teachers' Collective Agreement as at 8 March 2019 are entitled to receive a one-off gross payment of \$1,000. The payment will be pro-rated for part-time teachers based on their full-time teacher equivalent (FTTE) as at 8 March 2019.

Teachers who were covered by the Secondary Teachers' Collective Agreement as at 8 March 2019 and on that day were on approved leave under Part 6 of this collective agreement are entitled, upon application on their return, to receive the one-off gross payment of \$1,000, or pro-rated payment, on the return to their position providing that they return on or before (**three months from the date of ratification**).

Short-term relievers, as defined in clause 3.2.5, covered by the Secondary Teachers' Collective Agreement as at 5pm on the 8 March 2019 shall be entitled to receive the one-off gross payment of \$1,000 pro-rata based both on their employment status and on the proportion of the total number of school days (140) between 7 March 2018 and 7 December 2018 inclusive, for which they have been employed.

A teacher may not receive more than \$1,000 gross in total.

## **11. Consideration of roles**

The parties note that the PPTA claims included several relating to roles in schools which do not feature as part of the settlement. The parties recognize that consideration of roles in schools is within the scope of work underway on the Education Workforce Strategy 2032 which will be co-designed by that Strategy's Governance Group, where PPTA has representation. This work will include consideration of issues relating to the roles identified by the PPTA i.e. careers advisors, school counsellors, and community liaison.

## **12. Teacher workload**

The PPTA has identified workload reduction as a clear priority for members. The Education Work Programme represents a significant commitment by the Ministry and includes a number of initiatives that have the potential to address the underlying drivers of workload. In particular, the work of the Joint Compliance Taskforce includes a work stream focussed on Teacher Registration- Appraisal, which has the potential to produce significant reductions in teacher workload. The Ministry is committed to working with the PPTA and Teaching Council to expedite this work in order to provide an outcome that delivers a tangible impact for teachers as soon as possible.

## **13. Technical changes**

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

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

Signed in Wellington on xx March 2019:

Jen Dive  
Advocate  
PPTA

Nick Kyrke-Smith  
Advocate  
for the Secretary for Education

Witnessed:

for NZSTA

DRAFT

## Draft Terms of Reference: Review of Part 5 STCA.

### Functions

The working group's scope will include:

- Conducting a “blue skies” review of Part Five of the STCA with a view to identifying:
  - Current issues for key stakeholders in order of priority
  - Potential issues for key stakeholders in order of priority
- Identifying aspects of Part Five which could benefit from clarification or substantive amendment having considered:
  - The issues(s) raised
  - The rationale and options for change
  - The potential impact on key stakeholders
  - Other factors considered by the working party to be relevant
- Simplifying and clarifying the expression of the clauses without reducing or extending current entitlements and protections to PPTA members, other than by agreement
- Identifying specific differences in interpretation between the Ministry of Education and PPTA over the application of the existing clauses
- To consider existing and future guidance as agreed to through the working party, while recognising the intent of the work is to reduce the need for guidance in interpreting the collective
- Seek to reach agreement on a proposal for re-writing Part Five to address issues identified with Part Five “Hours of Work” provisions. The working party may seek further information to inform discussion on particular issues raised by key stakeholder and/or development of suggested solutions
- Prepare a summary of the working party's work and discussions on the above matters; together with the outcome. This work may inform bargaining for the STCA in the future, or be agreed as a variation to be presented to PPTA members for ratification

### Process (to be discussed)

- Chair (?)
- Up to 3 representatives of the Ministry of Education
- Up to 3 representatives of the NZPPTA, including the SPC
- Up to 2 representatives from the NZSTA

The working party may from time to time invite additional representatives from other organisations to assist them with the provision of information or expertise if it considers this necessary.

### Timeframe

The working party will agree a timeline which may include a staged approach, having regard for the range of issues identified by the parties and agreed priorities.



### 4.3A Middle Management Allowances

- 4.3A.1 An employer will be entitled, in each school year, to a number of Middle Management Allowances generated by formula in the Staffing Order. The employer, following consultation with its teaching staff, shall determine the allocation of these allowances. Up to 50% of the allowances may be allocated on a fixed term basis.
- 4.3A.2 The Middle Management Allowances are restricted to:
- (a) teachers with four or fewer units (including none) who have a designated curriculum or pastoral management responsibility; and
  - (b) teachers with five units who have significant designated curriculum-related management responsibilities; and
  - (c) teachers who have responsibilities (as defined in 4.3A.5 below) for at least five ORRS funded students.
- 4.3A.3 Up to 30% of a school's Middle Management Allowances may be allocated to teachers without units who have designated curriculum or pastoral management responsibilities.
- 4.3A.4 An individual teacher with fewer than five units, may be allocated up to three Middle Management Allowances. An individual teacher with five units may be allocated no more than two Middle Management Allowances. Teachers with more than five units shall not be eligible to receive Middle Management Allowances.
- 4.3A.5 (a) Subject to 4.3A.4, employers will allocate one Middle Management Allowance to each teacher who has responsibility for at least five High and/or Very High ORRS students if the teacher has the following special duties and responsibilities for those students.
- (i) The direct responsibility for the development of the educational programmes of those students (including the significant adaptation of curriculum content); and
  - (ii) The designated responsibility for the implementation of those programmes including providing special assistance to the students in face to face communication and social interaction in order for the students to be engaged, be understood, to respond and to learn.
- (b) This entitlement does not restrict a board from allocating more than one Middle Management Allowance to such teacher(s) if they are eligible under 4.3A.2 (a), or (b).
- 4.3A.6 Each Middle Management Allowance shall generate an additional annual salary payment of \$1000 per annum. This will increase to \$1,500 per annum from 8 March 2019.
- 4.3A.7 Middle Management Allowances are not divisible and the attached salary shall be paid at the substantive rate to both full-time and part-time teachers.
- 4.3A.8 These allowances do not count in the determination of eligibility for removal expenses under 8.1.1(a) (Appointment on promotion).
- 4.3A.9 Where a teacher appointed to a position to which Middle Management Allowances are allocated loses that position, or has the position altered in status, because of the application of the surplus staffing provisions of this agreement then the salary protection arrangements of those provisions shall apply provided that where the allocation has been made on a fixed-term basis the period of protection shall be for the lesser of the term agreed or for one year while the teacher continues to hold a position at the school.

### 4.13 High Priority Teacher Supply Allowance

- 4.13.1 The High Priority Teacher Supply Allowance (HPTSA) provisions below shall apply to teachers employed in those schools identified by the Secretary for Education as requiring additional support for recruitment and retention. The schools identified by the Secretary are those set out

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in separate advice and may be changed by the Secretary as needs change, no more than annually, after consultation with the PPTA.

- a) Full-time and part-time (0.5FTTE and above) teachers having a current practising certificate, employed on a permanent or long-term relieving basis of two consecutive terms or more shall be entitled to receive the allowance of \$2,500 per annum, pro-rated for part-time teachers.
- b) Teachers in receipt of HPTSA are not entitled to receive the SIA at the same time.
- c) Where a school loses HPTSA status, the school may apply for SIA status where there is a serious staffing difficulty.
- d) Teachers moving into a HPTSA school are entitled to elect to take either the transfer and removals provisions of this agreement, or any alternative transfer and removals provisions or grants which may from time to time be offered by the Ministry of Education and for which they would be eligible, but not to both. On completion of a minimum of three years' continuous service in one or more HPTSA schools a teacher shall have access to the transfer and removal provisions of this Agreement when moving from this category of school to another teaching position in a state or integrated school.
- e) In the event that a school is removed from the HPTSA coverage, teachers who were in receipt of the HPTSA prior to that change shall continue to receive the allowance until the end of the school year. Teachers who are so affected shall retain their entitlement to the transfer and removal provisions of this Agreement for a further three years.

#### **4.18 Māori Immersion Teacher Allowance**

- 4.18.1 All teachers required to instruct in Te Reo Māori, for at least six timetabled hours per week, in approved Māori immersion programmes at levels one, two or three shall receive an allowance of \$4,000pa. This allowance shall be pro-rated for part time teachers (based on the teacher's total timetabled hours).
- 4.18.2 From 8 March 2019 all teachers required to instruct in Te Reo Māori, for at least six timetabled hours per week, in approved Māori immersion programmes at Level 1, who have more than three continuous years' service teaching level one Māori immersion programmes, will receive an additional allowance of \$2,000pa. This is in addition to the allowance described in clause 4.18.1. The allowance will be pro-rated for part-time teachers (based on the teacher's total timetabled hours).
- 4.18.3 From 8 March 2019, all teachers required to instruct in Te Reo Māori, for at least six timetabled hours per week, in approved Māori immersion programmes at Level 1, who have more than six continuous years' service teaching in level one Māori immersion programmes, the additional allowance described in 4.18.2 shall increase to \$4,000pa. This is in addition to the allowance described in clause 4.18.1. The allowance will be pro-rated for part-time teachers (based on the teacher's total timetabled hours).
- 4.18.4 The employer shall attest to the eligibility of the teachers for this allowance, according to the Ministry of Education's Māori language resourcing criteria.
- 4.18.5 Continuous service for the payment of the allowance in 4.18.1 through to 4.18.3 above shall be interrupted but not broken by any periods of unpaid leave and/or breaks in teaching service and/or teaching service in classes other than Māori immersion level one.

#### **4.10 Careers Adviser Allowance**

- 4.10.1 A teacher appointed as careers adviser shall be paid an allowance at the rate of \$1500 per annum. This will increase to \$2250 per annum from 8 March 2019. This allowance is paid at the substantive rate for both full time and part time teachers, regardless of the number of units they hold. The only circumstance in which the allowance may be apportioned is in an approved full-time job share position.

### **6.3 Parental Provisions**

6.3.1 The following clauses should be read in conjunction with the Parental Leave and Employment Protection Act 1987 (the Act).

6.3.2 A teacher intending to resign because of pregnancy must be advised of their right to take parental leave.

#### **6.3.3 Parental Leave**

A teacher may take parental leave without pay as follows:

- a. A teacher with 12 months or more service, is entitled to:
  - i. 12 months' parental leave from the date of birth; and
  - ii. up to a further 12 months' parental leave (bringing the total entitlement to a maximum of 24 months' continuous leave including leave taken prior to the birth of the teacher's child). A teacher must give their employer written notice of their intention to take this leave within 9 months from the date of commencing parental leave under 6.3.3(a)(i);
  - iii. the total amount of leave taken under 6.3.3(a) is the teacher's choice.
- b. A teacher with less than 12 months' service will be entitled to six months' parental leave from the date of birth and may be granted up to six months' additional leave at the discretion of the employer.
- c. Parental leave may commence at any time during the pregnancy subject to the teacher giving the employer one month's notice in writing, supported by a medical certificate. A shorter period of notice will be accepted on the recommendation of a medical practitioner.
- d. A teacher who is taking parental leave in respect of a child under the age of 6 years through legal adoption, or whangai or Home for Life placement may commence their parental leave from the date of assuming responsibility for the child. The teacher must give their employer at least 14 days' written notice of their intention to take leave.
- e. If both the teacher and their partner are employed in the Education Service then the entitlements under (a) and (b) above are their combined entitlement (i.e. teachers entitled to leave under (a) can take a maximum of 24 months between them and teachers entitled under (b) can take a maximum of 12 months between them. Where only one partner is entitled to (a) the teachers can take a maximum of 24 months between them).

6.3.4 A teacher must give their employer at least one month's notice if it is their intention to return to work before parental leave expires. This provision will not apply in the case of a miscarried or stillborn child. In such cases the teacher may elect to return to work immediately.

6.3.5 The teacher's position will be held open, subject to the surplus staffing provisions of 3.9 of this Agreement, for the duration of parental leave.

6.3.6 If a relieving teacher is employed, it will be a condition of the relieving appointment that it will be terminated by their employer within one month from the date that the permanent incumbent gives notice of intention to return to work early.

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

#### **6.3.7 Parental Grant**

- a. A teacher who takes primary carer leave under the Act, or who is taking what would be primary carer leave under the Act if they had at least six months' service, of at least six weeks will be paid a taxable lump sum parental grant.
- b. The grant is six weeks' pay at the full salary rate that applied on the working day before their leave began. If they worked less than full normal hours for a short time before taking leave, the employer may still give full payment. When a teacher is absent on primary carer leave or what would be primary carer leave under the Act if they had at least six

months' service, 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.

- c. To receive the grant the teacher must produce a birth certificate or adoption papers or, in the case of a whangai or Home for Life placement for a child under the age of 6 years, evidence acceptable to the Secretary.
- d. If both the teacher taking leave, under (a) above, and their partner are employed in the Public Service or Education Service and are eligible for a parental grant, then they are entitled to only one payment between them, and they may choose who will receive it.

#### 6.3.8 Sick Leave during Pregnancy

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

#### 6.3.9 Leave to Attend Partner at Birth of their Child

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

### 3.9 Surplus Staffing and Merger Provisions

#### 3.9.1 Application of Provisions In This Part

(a) *General*

The following provisions set out the processes and entitlements applicable where in a school (or centre), other than the Correspondence School, either a surplus staffing or merger process has been initiated. The provisions that apply to the Correspondence School are in Part Eleven of this agreement. Attention is drawn to the provisions in 4(1A) (c) and 4 (4) (e) of the Employment Relations Act.

(b) *Application Only to Permanent Teachers*

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

(c) *Surplus Staffing Process*

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

(d) *Merger Process*

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

(e) *Voluntary Options*

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

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

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

(iv) The options are:

- (a) Supernumerary employment;
- (b) Retraining;
- (c) Severance payment; (this option does not apply where the teacher volunteers to be considered for disestablishment as set out in clause 3.9.3(c); and
- (d) Long service payment.

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

(f) *Trained Permanent Employees in Their First Year (Merger Process)*

In a staffing merger process, **trained permanent employees in their first year** shall be reconfirmed or reassigned and may not volunteer for the voluntary options.

(g) *Trained Beginning Permanent Employees in Their First Year (Surplus Staffing Process)*

In a surplus staffing process, **trained beginning employees in their first year** have absolute protection and their positions cannot be considered for disestablishment.

### 3.9.2 Definitions

Functionally equivalent	means positions in middle or senior management which are generally similar in role, duties and status and which require similar qualifications, training, skills and experience but may have different titles and unit allocation. Note: <i>Middle management positions may include positions without units but which have subject responsibilities attached. Such positions may be referred to by titles such as 'Teacher in Charge of a subject'.</i>
Merged school	the continuing school from the date of merger.
Merger Process	Means the process to be followed where by reason of a merger of a school (or centre) (a) the employer is required to reconfirm or reassign teaching positions, or (b) to alter the status of positions to which units are allocated; or (c) to reduce, by disestablishment, the number of teaching positions.
Merging schools	includes the merging school(s) before the date of merger.
Merit	means the most suitable person and primarily includes assessment of qualifications, training, skills and experience.
Reassignment	shall mean the process that applies to functionally-equivalent positions.
Reconfirmation	shall mean the process whereby teachers without permanent units are transferred to suitable positions at the merged school.
Surplus Staffing Process	Means the process to be followed where by reason of either: (a) a reorganisation of, or a change in the attendance at, or the sale or transfer of, a school or centre; or (b) the closure, or change of class of a school or centre an employer is required to either:

	(i) reduce, by disestablishment, the number of teaching positions; or (ii) alter the status of positions to which units are allocated.
Suitable position	is one which has similar duties and/or for which the applicant is appropriately qualified and experienced or could become so with reasonable access to re-training.
Voluntary Options	Means, where applicable, the options described in clauses 3.9.1(e)(iv) and 3.9.7 as applied in those clauses.
Attrition	Attrition is the non-replacement of employees who die, retire, resign, transfer or are promoted.

### 3.9.3 Surplus Staffing Processes

- (a) *Employer to Advise Number of Positions to Be Disestablished or Reduced in Status*  
 These provisions apply where a school is required to reduce staffing or alter the status of positions due to a surplus staffing process.  
 The employer shall inform employees of the number of full-time teaching equivalent (FTTE) positions to be disestablished and the number of positions to which units are allocated to be altered in status.
- (b) *Use of Attrition Where Possible*  
 The employer shall attempt to meet any reduction required by the use of attrition. The employer will adopt a policy of reviewing vacancies when staff surpluses are expected to arise whereupon a partial or complete freeze will be placed on recruiting new permanent employees and/or promotions.
- (c) *Three Voluntary Options Available Where Attrition is Insufficient*  
 Where the reduction in staffing or alterations in status of positions cannot be fully met by attrition the following voluntary options, as defined in clause 3.9.7 of this Agreement, will be made available to employees:  
 (a) Supernumerary employment;  
 (b) Retraining;  
 (c) Long service payment  
 provided that the employer shall not be bound to agree to any voluntary offer. The employer's decision shall be final.
- Note:* In the case of employees who are job sharing this clause will only apply where both employees volunteer for the options.
- (d) *Curriculum and Pastoral Needs Analysis Where Attrition and Voluntary Options Insufficient*  
 Where the staffing reductions or alterations in status cannot be fully met by using attrition and voluntary options the remaining reductions or alterations shall be made in accordance with the following:  
 (i) A detailed analysis of the school's current curriculum and pastoral needs (CAPNA) and of the projected needs for the following year will be carried out after consultation with employees. The completed analysis will be made available to employees and the Association.  
 (ii) The employer after consultation with a nominee of the national executive of the Association will identify the basic scale teaching positions to be disestablished in accordance with the following guidelines in the order stated:
  - the curriculum balance within the school and pastoral care considerations;
  - (the tenure of the position(s) being considered; and
  - the duration of service in the school of employees holding any positions being considered.
- (e) *Four Options Available Where Position Disestablished Following CAPNA*  
 Any teacher whose position is disestablished as a result of the operation of clause 3.9.3(d) above shall have available the following options, as defined in clause 3.9.7 of this Agreement:

The Ministry reserves the right to correct any errors

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

(f) *Teacher Competence Not Relevant in Determining Positions to be Disestablished*

A judgement of whether the teacher is competent to teach is not one of the criteria for selection and should not be a consideration for disestablishment. Matters of competence shall be dealt with in terms of clause 3.3 of this Agreement.

(g) *Process Where Positions (to Which Units are Allocated) Are to be Altered in Status*

(i) The employer after consultation with a nominee of the national executive of the Association will identify the positions to which units are allocated to be altered in status in accordance with the following guidelines in the order stated:

- the balance of the distribution of the units within the school and will take cognisance of the administrative, curricular and pastoral needs of the school;
- duration of service in the school of employees holding any positions being considered.

(ii) A teacher whose position is reduced in status shall have available the period of salary protection set out in clause 3.9.8(b) of this Agreement.

(h) *Period of Notification Where Position Disestablished or Reduced in Status*

A teacher whose position is to be disestablished or reduced in status shall be:

- (i) Notified of the change at least two months before the effective date of disestablishment or reduction; and
- (ii) In the case of employees whose position is to be disestablished, notified of the options available in clause 3.9.1(e) and clause 3.9.3; or
- (iii) In the case of employees whose position is to be reduced in status, notified of the options available in clause 3.9.8 and clause 3.9.3.

(i) *Re-establishment of Positions Following Issuing of Disestablishment Notices*

Re-establishment of positions which become available after the issuing of disestablishment notices:

- (a) When disestablishing positions or units in accordance with clauses 3.9.3(d) - (g) above the employer shall determine and record the order of disestablishment.
- (b) If, as a consequence of roll change or staff changes following the issuing of notice(s) of disestablishment, one or more positions become available then, in the curriculum areas in which the positions have become available, the notice(s) of disestablishment shall be withdrawn in reverse order to the record of disestablishment

### **3.9.4 Merger Processes**

(a) *Commencement date of staffing merger process and filling of vacancies at that time*

The staffing merger process in clause 3.9.4 below shall be followed from the date the merger is Gazetted except as provided. Actual vacancies that appear at the school from the Gazetting of the date of merger shall be filled with temporary appointments, except that if curriculum delivery is threatened, the employer may determine, in consultation with the Ministry of Education that any such position may be made permanent, subject to any staffing limitations.

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

The purpose of these provisions is to:

- (i) Provide a staffing merger process that facilitates a fair and orderly transition
- (ii) Ensure an appropriate management structure is in place to enable the re-organised school to function efficiently and effectively;
- (iii) Ensure continuity of curriculum delivery at the merging schools prior to merger
- (iv) Ensure that as many teachers as possible currently employed are re- assigned or re-confirmed to positions in the process of merger. Throughout the staffing merger

The Ministry reserves the right to correct any errors

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

(v) Ensure the curriculum, management and pastoral needs of the reorganised school are met.

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

A merger committee will be established to implement the staffing merger process.

The merger committee, in consultation with the nominee of the Executive of the Association, shall work to document:

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

(d) *Preparation of Draft Staffing Schedules*

(i) Following the staffing needs analysis, draft staffing schedules shall be developed and made available to each teacher, and to the nominee(s) of the Executive of the Association.

(ii) Unless otherwise agreed, no less than five (5) working days will be provided for comment and feedback to the representative of the employer before any further step is taken.

(iii) A further three (3) working days will be provided for comment on any alterations to the initial draft staffing schedules.

(e) *Expressions of Interest in Teaching Positions*

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

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

(f) *Voluntary Options*

(i) Following the publication of the staffing schedules, the employer boards shall seek written expressions of interest in the following voluntary options, as detailed in clause 3.9.7 of this agreement:

- a supernumerary employment of 40 (forty) school weeks **at the merged school** (see 3.9.7(1));
- b supernumerary employment of 40 (forty) school weeks **in another school** (see clause 3.9.7(1));
- c retraining (see 3.9.7(2));
- d severance (see 3.9.7(3));
- e long service payment (see 3.9.7(4)).

(ii) Teachers may continue to volunteer for the options without prejudice or withdraw from them at any point in the staffing merger process, providing the employer has not already accepted the offer in writing.

(iii) The employer shall not be bound to agree to any voluntary offer. The employer's decision shall be final.

(g) *Re-assignment to Functionally Equivalent Positions*

(i) If a teacher expresses a preference for a position that is determined to be the functional equivalent of their current position, and they are the only suitably qualified and experienced teacher for that position, they shall be reassigned to that position, subject to the provisions in this clause.

(ii) Teachers may be reassigned to the teacher's preferred position or to a position for which they are appropriately qualified and experienced.

(iii) Where there are more teachers in positions that are functionally equivalent, than there are such positions at the merged school, the employer shall seek internal applications for the



position(s) from those teachers and shall reassign the most suitable candidate(s) based upon merit.

(iv) The number of units (or, where applicable, the number of middle management allowances) held by a teacher shall not give a greater or lesser entitlement to a functionally equivalent position at the merged school.

(v) A teacher who is reassigned to a position with fewer permanent units shall be reminded of the options available in clause 3.9.4(f).

(vi) Teachers who are not reassigned to a functionally-equivalent position at the merged school may, subject clause 3.9.4(h), be reconfirmed in a teaching position.

(h) *Reconfirmation*

(i) The employer shall reconfirm (as defined in clause 3.9.2 above) employees to suitable positions at the merged school. Reconfirmation may be to a teacher's preferred position or to a position for which they are appropriately qualified and experienced.

(ii) Where there are two or more teachers eligible for re-confirmation to a single position, the employer shall reconfirm the most suitable candidate(s) based upon merit.

(iii) Teachers who are not reconfirmed in a position in which they have expressed interest at the merged school may be reconfirmed in any vacant teaching position for which they are suitable, or could become suitable with access to re-training.

(i) *Process Where Positions Remain Unfilled*

(i) Where positions are created at the merged school that have no direct equivalent in the merging schools, such position(s) shall be advertised nationally in the Education Gazette and existing teachers may apply for them. Selection shall be on merit with no automatic right to such positions.

(ii) Actual vacancies at the merged school that remain unfilled after the completion of the processes for reconfirmation and reassignment shall be advertised nationally in the Education Gazette. Selection shall be on merit with no automatic right to such positions.

(j) *Notice*

The employer shall give notice of all positions that are to be disestablished at least two months prior to the date of disestablishment.

(k) *Date of Disestablishment of Positions*

(i) Subject to (ii) below, the positions of permanently appointed teachers who are not reconfirmed or reassigned to positions in the merged school through the operation of (g) and (h) of this clause shall be disestablished on the last day of the school year in which the merger is Gazetted.

(ii) If, as a consequence of exceptional administrative delays, the notice of disestablishment has been issued after 27<sup>th</sup> November in the year of the Gazetting of the merger, then the date of disestablishment shall be two months from the date that the notice was issued.

(l) *Latest Timing of Offer of Voluntary Options*

(i) Teachers whose positions are to be disestablished, and who have not already identified voluntary options, must be offered the options identified in (f) of this clause at least two months before their positions are disestablished.

(ii) If, during the two-month notice period, a suitable permanent position arises at the merged school the teacher may seek reassignment or reconfirmation to that position and if suitably qualified and experienced he/she shall be reassigned or reconfirmed in that position.

(iii) The provisions of 3.9.7 of this Agreement shall apply from the date of disestablishment.

- (m) *Supernumerary Status Where No Option Selected*  
(i) If no option has been selected by the effective date of disestablishment, the teacher will be deemed to have supernumerary status in the merged school.  
  
(ii) Upon termination of the supernumerary period, teachers who complete their supernumerary employment of 40 school weeks at the merged school and have yet to secure a permanent position in another state or state-integrated school, will retain an entitlement to removal expenses as per clause 8.2 and Appendix C of this Agreement for a period of 12 months from the cessation of their supernumerary employment. This entitlement will cease on permanent appointment to another teaching position in a state school.
- (n) *Options for permanent part-time teachers*  
(i) A permanent part-time teacher who is offered a position with reduced hours at the reorganised school may either elect:  
a. that the position has been disestablished and the provisions of (f) of this clause shall apply; or  
b. to accept the position with reduced hours, in which case from the date of disestablishment the teacher shall be timetabled for the reduced number of hours but for a period of forty school weeks shall continue to be paid for the number of hours which applied to the original position.  
(ii) A permanent part-time teacher who elects the option in (i) b of this clause shall receive an allowance calculated as the difference between their fortnightly salary in the new position accepted by the teacher and their fortnightly salary based on the number of hours which applied to the original permanent position. Where the teacher's hours are increased during any one fortnight, the value of the allowance in that fortnight shall be abated accordingly. The value of the allowance shall not increase where the teacher works reduced hours in the new position in any one fortnight. The teacher shall receive the allowance over the number of weeks of entitlement set out in (i) b of this clause.
- (o) *Salary Protection For Permanent Unit Holders Moving to Reduced Status Positions*  
All holders of permanent units who are reconfirmed or reassigned to positions at the reorganised school which are reduced in status as a result of the application of these provisions shall have salary protection for 1 year from the establishment of the merged school.
- (p) *Continuation of Fixed-Term Units*  
Fixed-term units already allocated to teachers prior to the official date of merger shall continue until the agreed expiry date of those units where the teacher is reconfirmed or reassigned at the merged school.
- (q) *Determination of Use of Unallocated Units*  
At the beginning of the new school year, the employer shall under clause 4.3.1 of this Agreement, following consultation with the teaching staff, determine the use of any unallocated units subject to (p) of this clause.

### **3.9.5 Effective Date of Disestablishment Following Merger and Surplus Staffing Processes**

Positions identified as surplus in the procedures set out in clause 3.9 will be effectively disestablished at the start of the next school year.

### **3.9.6 Period Following Issue of Notice and the Effective Date of Disestablishment**

In the period between notice of disestablishment being given and the effective date of disestablishment, the following provisions shall apply:

- (i) *Withdrawal of Disestablishment Notice in Certain Circumstances*  
Where a teacher's position is to be disestablished and where, before the effective disestablishment of that position takes effect, the roll increases sufficiently to justify its continuation at its current level, the notice of disestablishment will be withdrawn and the teacher concerned shall continue in the position at the level which existed prior to the notice of disestablishment being issued unless that teacher has, in the meantime, resigned or been appointed to another permanent position. Where there is more than one suitable teacher the provisions of clause 3.9.4(i) will operate.

- (ii) *Advertising Positions at Replacement School Following Closure*  
Where, as a consequence of the closure of a school through a surplus staffing process a replacement school is created, positions at the replacement school shall be advertised nationally in the Education Gazette and notice of intention to advertise shall be given to the Board of the closing school. Teachers at the closing school may apply for the advertised positions. Selection shall be on merit with no automatic right to appointment. The entitlement to the options set out in clauses 3.9.1(e) and 3.9.7 applies where the teacher does not secure a position in the replacement school.
- (iii) *Applications for Position of Equal/Lower Status at Merged/Reclassified School*  
Where, in the case of the merger or change of class of a school as a consequence of the operation of clause 3.9 a teacher applies for a permanent teaching position of equal or lower status for which they are suitable at the merged or reclassified school, then the provisions of clause 3.9.4(g), (h) and (i) shall apply. The entitlement to the options set out in clause 3.9.1(e) and 3.9.7 applies where the teacher does not secure a position in the new school.
- (iv) *Provision of Support by Employer*  
Prior to the effective date of disestablishment of a position the employer will support the teacher's finding a suitable alternative permanent teaching position either within or outside the school and will meet the actual and reasonable costs of attending interviews at other schools where prior approval is given.
- (v) *No Compensation if Teacher Declines Offer of Suitable Appointment*  
Where a teacher holds a position which is about to be disestablished and, before the effective date of disestablishment, the teacher declines an offer of suitable permanent appointment at the same salary from their employer or applies for and declines an offer of appointment to a teaching position for which the teacher is suitable from another board, the teacher's employment may be terminated from the effective date of disestablishment and no further compensation paid.
- (vi) *Entitlement to Removal Expenses in Certain Circumstances*  
Where a teacher is appointed, under the provisions of this part, to a suitable permanent teaching position with another board and a transfer of location is involved, the teacher shall be entitled to normal removal expense provisions provided that this entitlement shall be exercised for one transfer only.

### 3.9.7 Voluntary Options

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

The term "school weeks" used in clause 3.9.7(1) and 3.9.7(2) mean those weeks forming part of the period during which in the normal course of events the school would be open for instruction.

- (1) **Supernumerary employment**  
Supernumerary employment is employment for a period of up to thirty (30) school weeks. A teacher whose position is disestablished as a result of voluntary election or otherwise who has either elected to be employed as a supernumerary teacher, or who has not taken up any of the other options set out in clause 3.9.1(e) before the date of disestablishment, shall be entitled to supernumerary employment in accordance with the following provisions:
  - *Generally*
  - (a) (i) The teacher will continue to be employed at their existing salary for a period of **thirty (30) school weeks** from the effective date of the disestablishment of the position (normally at the beginning of term one of the following year);

- *School mergers*
- (ii) In the case of *school mergers* the teacher may elect to be employed at their existing salary for a period of **forty (40) school weeks** at the merged school or in any other school – provided that the board of that school gives consent – from the effective date of the disestablishment of the position and the provisions of clause 3.9.4(f)(i) a and 3.9.4(f)(i) b apply.
- *School closures*
- (iii) In the case of school closure the teacher may be supernumerary for **forty (40) school weeks** in any other school provided that the board of that school gives consent.

*-Teacher options*

- (b) The teacher may elect to take up their supernumerary employment at the same school or at any other school at the request of the teacher and with the approval of the original employer and the board at the other school.

*- Provision of Support by Employer*

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

*- Appointment to Suitable Permanent Positions*

- (d) If during the supernumerary period the teacher applies for a permanent position of equal or lower status for which they are suitable at the school or centre where they are employed at the time, they shall be appointed to, or in the case of a merger reconfirmed or reassigned to, that position.

*- Termination of Supernumerary Period*

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

*- Time the Supernumerary Position Commences*

- (f) In the case of the closure, merger, sale or transfer of, or change of class of a school the supernumerary period shall begin on the date of the opening of the new school, unless the teacher takes up their supernumerary position at another school in terms of (b) above, in which case supernumerary status will begin from the effective date of disestablishment. Where a school is closed without replacement the teacher is entitled to the options set out in clause 3.9.1(e).

*- Removal Expenses*

- (g) Where a supernumerary teacher is appointed to a new permanent teaching position and a transfer of location is involved, that teacher shall be entitled to normal removal expense provisions provided that this entitlement shall be exercised once only for each supernumerary period;

**Note:** Attention is drawn to 8.1.1(h) in relation to removal expenses.

*Supernumerary Status Will Cease if Suitable Offer Declined*

- (h) Where a supernumerary teacher declines an offer of suitable appointment at the same salary from the employer with whom they are employed at the time, or applies for and declines an offer of appointment from another board, the teacher's supernumerary status shall cease forthwith.

*- Salary Increases/Increments Preserved*

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

(2) **Retraining**

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

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

- (a) The teacher will continue to be employed at their existing salary for a maximum period of **forty (40) school weeks** from the effective date of the disestablishment of the position (normally at the beginning of term one of the following year);
- (b) The teacher is employed as a supernumerary teacher during this period and has the rights and obligations of a supernumerary teacher except as specifically provided in this clause.

- *No Employer Contribution to Costs*

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

- *Provision of Evidence That Retraining Undertaken*

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

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

- (e) Where the approved course of study is for a shorter period than **forty (40) school weeks** the teacher is required to attend the school as a supernumerary teacher in periods when the school is open for instruction provided that where the approved course of study is less than the applicable period under 3.9.7(1)(a) supernumerary status from the effective date of disestablishment of the position shall not extend beyond that period.
- (f) Where the course of study commences later than the effective date of disestablishment, the teacher is required to attend the school as a supernumerary teacher in periods when the school is open for instruction, except in special circumstances approved by the employer.
- (g) Where the teacher chooses to withdraw from the course before its completion, further employment shall cease, except where the employer and the Secretary for Education agree that there was just cause for the withdrawal, the teacher shall return to the school as a supernumerary for the remainder of the retraining period.

(3) **Severance Payment**

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

- *Deemed Supernumerary Status Until Severance Payment Made*

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

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

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

payment for the supernumerary period shall be for the period between the end of the school year and the date of payment of the severance payment..

- *Calculation of Severance Payment*

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

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

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

- (e) For the purposes of calculating length of service for clause 3.9.7(3) and 3.9.7(4) only service as a teacher in a state or integrated school shall be counted. Non-permanent part-time service shall be calculated on the basis that 80 hours equals one month's service and 1000 hours equals one year's service. Where non-permanent part-time service consists of 20 or more hours per week it may be credited as full-time service. For the purposes of this clause service includes service credits for childcare where a teacher resigned or took leave to care for their children, on the basis of one third credit for each year of such leave up to a maximum of five years' credit.

- *Circumstances Where Refund of Portion of Severance Payment Required*

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

- *Effect of Severance Payment on Future Service*

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

- *Definition of "Pay"*

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

(4) **Long Service Payment**

- *Deemed Supernumerary Status Until Long Service Payment Made*

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

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

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

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

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

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

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

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

*- Effect of Long Service Payment on Future Service*

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

### **3.9.8 Preference in Appointment**

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

- (a) Where a position which has permanent units attached has been reduced in status because of the operation of clause 3.9 and the actual roll is sufficient to justify its re-establishment (or its continuation or resumption at the former level if altered in status) before the actual disestablishment of that position takes effect the teacher concerned shall be entitled to be reappointed to the position at the re-established level unless they have resigned or been appointed to another permanent position.

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

- *Preference of Appointment to Position at New Status and Salary Protection*
- (b) Any teacher who holds a position which has permanent units attached, and that position is or is about to be altered in status as a consequence of the operation of clause 3.9, who applies for the position as advertised at its new status shall be appointed to that position unless in the meantime the teacher has been appointed to another permanent position provided that where the position has been reduced in status the teacher concerned shall continue to be paid at the salary they were receiving immediately prior to the reduction for a period of one year from the effective date of the reduction provided that they continue to hold that position.

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

- (c) During any period of salary protection a teacher is entitled to any salary increases or increments due.

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