

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

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

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

**1. Term**

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

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

**2. Remuneration (clause 3.1)**

• **Increases to the base salary scale**

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

Below is the table outlining the changes to the base salary scale including removing the current steps A1 and A2 to a separate untrained employee salary scale and merging steps A3 – A5 from 1 July 2019. The changes reflect the movement to a unified base salary scale for trained teachers.

Unified Base Salary Scale for Trained Teachers									
Step	Qualification Group Notations	Rates effective 2 March 2018	Step	Qualification Group Notations	Rates effective 1 July 2019	Step	Qualification Group Notations	Rates effective 1 July 2020	Rates effective 1 July 2021
A3	H1E	\$38,151	1	H1E, H2E, H3E	\$48,410	1	H1E, H2E, H3E	\$49,862	\$51,358
A4	H2E	\$41,085							
A5		\$45,485							
A6	H3E	\$49,888	2		\$50,470	2		\$51,984	\$53,544
A7	H3+E	\$51,525	3	H3+E	\$52,736	3	H3+E	\$54,318	\$55,948
A8	H4E	\$53,473	4	H4E	\$54,796	4	H4E	\$56,440	\$58,133
A9	H5E	\$56,627	5	H5E	\$58,247	5	H5E	\$59,994	\$61,794
A10	H1M	\$60,700	6	H1M	\$62,000	6		\$63,860	\$65,776
A11	H2M	\$64,925	7	H2M	\$66,100	7		\$68,000	\$70,040
A12		\$70,235	8		\$71,000	8		\$73,000	\$75,190
A13	H3M	\$73,650	9	H3M	\$75,200	9		\$77,100	\$79,413
A14	H3+M, H4M, H5M	\$78,000	10	H3+M, H4M, H5M	\$80,500	10	H1M, H2M, H3M	\$83,000	\$85,490
						11	H3+M, H4M, H5M	\$87,000	\$90,000

- **Qualification Maxima for H3+ H4 and H5**

The parties also agree that from 1 July 2020 a new step will be added to the base scale, increasing the H3+, H4 and H5 maximum steps one step accordingly from step 10 to step 11.

Teachers, who as at 1 July 2020 have been on their qualification maximum step (H3+, H4 or H5) for at least 12 months will receive a salary increment of one step on that date.

- **Qualification Maxima for H1, H2 and H3**

The parties also agree that from 1 July 2020 the H1 maximum step will move from step 6 to step 10, the H2 max step will move from step 7 to step 10 and H3 maximum step move from step 9 to step 10. Thereby from 1 July 2020 the qualification maxima for H1, H2 and H3 will be step 10.

Teachers, who as at 1 July 2020 have been on their qualification maximum step for at least 12 months will receive a salary increment of one step on that date. This date will become the teacher's anniversary date for pay progression purposes and a teacher will be entitled to progress to the next step as per clause 3.7, and subject to their applicable qualification maximum step provided in clause 3.1.2.

- **Transitional arrangements**

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

- **Untrained Employees**

The parties agree to introduce a new separate salary scale from 1 July 2019 for untrained employees in clause 3.1.4 (based on current steps A1 – A4 of the trained scale) as follows:

Step	Rates effective 2 March 2018	Rates effective 1 July 2019	Rates effective 1 July 2020	Rates effective 1 July 2021
1	\$33,748	\$40,491	\$41,706	\$42,957
2	\$35,215	\$42,232	\$43,499	\$44,804
3	\$38,151	\$44,175	\$45,500	\$46,865
4	\$41,085	\$46,384	\$47,775	\$49,209

### 3. Units (clause 3.4.2)

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

### 4. Specialist Teacher Allowance (clause 3.28)

The parties agree to increase the rate of the allowance under clause 3.28.1 from \$4,000 to \$5,000 per annum from 28 January 2020, and the allowance under clause 3.28.2 from \$8,000 to \$10,000 per annum from 28 January 2020 [See wording attached at Annex 1].

### 5. Middle Management Allowances (clause 3.5.6)

The parties agree to increase the Middle Management Allowance (MMAs) rate from \$1,000 to \$2,000 per annum from 28 January 2020 [See wording attached at Annex 1].

## **6. Area School Priority Teacher Supply Allowance (clause 3.21)**

The parties agree to pay the Area School Priority Teacher Supply Allowance (ASPTSA) at the rate of \$2,500 for all teachers who hold a current practising certificate from 1 July 2019 [See wording attached at Annex 1].

## **7. Resource Teachers (clause 3.2)**

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

The parties also agree to include wording to ensure payment of the additional unit upon continuous service for RTM is limited to one additional unit per person, paid at the substantive rate from 1 July 2019 [See wording attached in Annex 1].

## **8. Careers Advisor (clause 3.13)**

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

## **9. Parental Provision (clause 5.2)**

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

## **10. Isolation Allowance (clause 3.23)**

The parties agree to amend the isolation allowance from 1 July 2019 to simplify the range of rates to two allowances. [See wording attached in Annex 1].

## **11. Surplus Staffing**

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

## **12. Additional payment**

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

Employees covered by the Area School Teachers' Collective Agreement as at 13 June 2019 and on that day were on approved leave under Part 5 of this collective agreement are entitled, upon application on their return, to receive the one-off gross payment of \$1,500 on the return to their position providing that they return on or before 28 January 2020.

Short-term relievers, as defined in clause 3.27, covered by the Area School Teachers' Collective Agreement as at 3pm on 13 June 2019 shall be entitled to receive the one-off gross payment of \$1,500 pro-rata based both on their employment status and on the proportion of the total number of school days (140) between 19 October 2018 and 30 June 2019 inclusive, for which they have been employed.

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

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

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

### 14. Letter to Boards about member only provisions

The Secretary agrees to write to all Boards of Trustees that employ area schools to remind each Board that it has no legal authority to pay the Additional Payment to any non NZEI Te Riu Roa or PPTA members and that Boards must not do so.

### 15. Technical changes

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

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

Signed in Wellington on 13 June 2019:

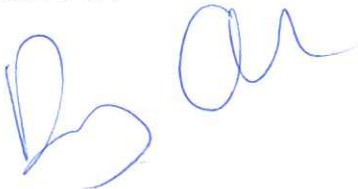


Bella Pardoe  
Advocate  
for NZEI Te Riu Roa



Meg Johnston  
Advocate  
for the Secretary for Education

Fran Renton  
Advocate  
for PPTA



Witnessed:

for NZSTA



Patrick Kina

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## Part Three – Remuneration

### 3.1 Base Salary Scales

3.1.1 The following salary scales are payable to teachers covered by the agreement.

#### 3.1.2 Base Salary Scale – Trained Teachers

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

Unified Base Salary Scale for Trained Teachers									
Step	Qualification Group Notations	Rates effective 2 March 2018	Step	Qualification Group Notations	Rates effective 1 July 2019	Step	Qualification Group Notations	Rates effective 1 July 2020	Rates effective 1 July 2021
A3	H1E	\$38,151	1	H1E, H2E, H3E	\$48,410	1	H1E, H2E, H3E	\$49,862	\$51,358
A4	H2E	\$41,085							
A5		\$45,485							
A6	H3E	\$49,888	2		\$50,470	2		\$51,984	\$53,544
A7	H3+E	\$51,525	3	H3+E	\$52,736	3	H3+E	\$54,318	\$55,948
A8	H4E	\$53,473	4	H4E	\$54,796	4	H4E	\$56,440	\$58,133
A9	H5E	\$56,627	5	H5E	\$58,247	5	H5E	\$59,994	\$61,794
A10	H1M	\$60,700	6	H1M	\$62,000	6		\$63,860	\$65,776
A11	H2M	\$64,925	7	H2M	\$66,100	7		\$68,000	\$70,040
A12		\$70,235	8		\$71,000	8		\$73,000	\$75,190
A13	H3M	\$73,650	9	H3M	\$75,200	9		\$77,100	\$79,413
A14	H3+M, H4M, H5M	\$78,000	10	H3+M, H4M, H5M	\$80,500	10	H1M, H2M, H3M	\$83,000	\$85,490
						11	H3+M, H4M, H5M	\$87,000	\$90,000

#### 3.1.3 Salary Qualification Groups

The H notations in this collective agreement recognise that the New Zealand Register of Quality Assured Qualifications provides the appropriate framework for determining the linkage between the qualification and the salary.

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

**H1, H2 and H3** for teachers who hold a current practicing certificate issued by the Teaching Council of Aotearoa New Zealand but no subject or specialist qualification at level 7 or above on the NZQF, or equivalent overseas teaching qualifications recognised by the NZQA.

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(From 1 July 2019 and new appointments assessed as being in qualification group H1, H2 or H3 will be defined as H3).

**H3+** for teachers who hold a current practicing certificate issued by the Teaching Council of Aotearoa New Zealand and:

- a subject or specialist level 7 qualification on the NZQF (i.e. not an initial teacher education qualification) which can be a Diploma (excluding a National Diploma), Graduate Diploma or Degree; or
- an honours degree of teaching; or
- equivalent overseas qualifications recognised by the NZQA or an overseas qualification where NZQA has determined that the qualification has level 7 (graduate) study in a subject or specialist area(s) i.e. any area of study that is not initial teacher education. (refer to Appendix 3 for further clarification).

**H4** for teachers who hold a current practicing certificate issued by the Teaching Council of Aotearoa New Zealand and:

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

**H5** for teachers who hold a current practicing certificate issued by the Teaching Council of Aotearoa New Zealand and:

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

### 3.1.4 Base Scale – Untrained Teachers

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

Step	Rates effective 2 March 2018	Rates effective 1 July 2019	Rates effective 1 July 2020	Rates effective 1 July 2021
1	\$33,748	\$40,491	\$41,706	\$42,957
2	\$35,215	\$42,232	\$43,499	\$44,804
3	\$38,151	\$44,175	\$45,500	\$46,865
4	\$41,085	\$46,384	\$47,775	\$49,209

3.1.5 Untrained teachers will progress to the subsequent step on the scale upon completion of each twelve months service, subject to satisfactory performance as assessed by the principal, until reaching the maximum salary rate.

**Note 1:** The Qualifications Chart (MoE Circular 99/11) and subsequent lists that were compiled through the qualifications verification process undertaken by the PPTA Te Wehengarua, the NZEI Te Riu Roa, and the Ministry of Education will continue to be used to inform judgments about qualifications unable to be allocated a level by reference to the Register of Quality Assured Qualifications.

**Note 2:** Quality Assurance Processes

- The NZQA registers New Zealand qualifications at levels on the New Zealand Register of Quality Assured Qualifications and assesses overseas qualifications against the Register.
- Teaching Council of Aotearoa New Zealand (Teaching Council) approves and monitors teacher education courses.

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- Secondary teacher education providers of approved courses limit entry into their courses to those with Level 7 qualifications that support the teaching of the New Zealand secondary curriculum in years 7-13.
- Teacher education providers graduate only those who meet the Teaching Council's Standards for the Teaching Profession.
- Ministry of Education verifies the level(s) of qualification(s) for pay purposes using information from the NZQA, the Teaching Council and teacher education providers.

**Note 3: Issues Committee**

A committee, called the Issues Committee (Committee), made up of representatives of the NZQA, the Teaching Council, the Ministry of Education, the New Zealand School Trustees Association (NZSTA), the PPTA Te Wehengarua, and the NZEI Te Riu Roa will meet from time to time, upon request of any of the named organisations, to consider and resolve any outstanding or new issues about teachers' qualifications in relation to salary. These may be either individual cases or more general qualification or teaching qualification issues.

- In the first instance the Teaching Council or the NZQA respectively make decisions about teacher education requirements and qualifications.
- Where a matter remains unresolved, the Committee will be convened to seek to resolve the matter.
- Where the Committee is unable to resolve the issue, the Secretary for Education may exercise discretion to determine an appropriate placement or progression on the salary scale.

## **3.2 Resource Teachers – Salary on Appointment**

### **3.2.1 Resource Teachers Learning and Behaviour (RTLB)**

Subject to clause 3.2.4 below, a teacher appointed to a position of RTLB will be paid on the appropriate step on the base scale and will be entitled to a permanent unit as per clause 3.4.2.

### **3.2.2 Resource Teachers Māori (RTM)**

- From 1 July 2019 the entry step for RTM whose qualification group is H1, H2 or H3 will be step 9 and for RTM whose qualification group is H3+, H4 or H5 will be step 10.
- From 1 July 2020 the entry step for RTM whose qualification group is H1, H2 or H3 will be step 10 and for RTM whose qualification group is H3+, H4 or H5 will be step 11.
- Subject to clause 3.2.4 below, a teacher appointed to a position of RTM will be paid on the appropriate step on the base salary scale and will be entitled to a permanent unit on appointment as per clause 3.4.2.
- Subject to clause 3.2.5 below, after 12 months continuous service in the role of RTM, the teacher will be entitled to an additional permanent unit.

### **3.2.3 Resource Teachers Literacy (RT:Lit)**

- From 1 July 2019 the entry step for RT:Lit whose qualification group is H1, H2 or H3 will be step 7 and for RT:Lit whose qualification group is H3+, H4 or H5 will be step 8.
- Subject to clause 3.2.4 below, any RT:Lit previously employed as a Resource Teacher Reading (RTR) in a permanent position will be entitled to a permanent unit as per clause 3.4.2.

- (c) Subject to clause 3.2.3(d) and 3.2.4 below, any teacher appointed to a RT:Lit position who was not previously employed as a RTR will be entitled to a permanent unit from the date on which they commence the RT:Lit training programme unless they receive a Ministry of Education exemption from undertaking the training, or the training ceases to be provided, in which case the unit will be allocated from the date of their appointment as per clause 3.4.2.
- (d) Where an RT:Lit is required to undertake the RT:Lit training and does not commence, or withdraws from, or does not complete the RT:Lit training the unit will be withdrawn by the employer.

#### 3.2.4 Unit on appointment

For all new appointments on or after 1 July 2019 if the teacher is employed in more than one position that would entitle them to a unit under clauses 3.2.1, 3.2.2(c), 3.2.3(b) and/ or 3.2.3(c) they will be entitled to a maximum of one permanent unit under these clauses paid as per clause 3.4.2.

#### 3.2.5 Unit for continuous service – RTM

From 1 July 2019 teachers employed in more than one position that attracts the unit provided under 3.2.2(d) who are entitled to receive an additional permanent unit after 12 months continuous service will receive a maximum of one additional permanent unit.

*Note: these units are provided separately in the Staffing Order i.e. not part of the entitlement units.*

### 3.3 Salary Payments

3.3.1 Salaries shall be paid fortnightly by direct credit to the employee's nominated bank account except that individual employees may on religious or ethical grounds apply in writing to the Secretary for Education to be paid by cheque.

#### 3.3.2 Payment for Work on a Public Holiday

Where a teacher is required by their employer to work a Public Holiday they shall be entitled to be paid in accordance with s50 of the Holidays Act 2003.

### 3.4 Units

3.4.1 Boards of trustees will be entitled, in any one school year, to a number of units for the purposes of management, responsibility (which may include responsibility for curriculum), recruitment, retention and/or reward, generated by formula in the Area Schools Staffing Order. The employer, following consultation with its teaching staff, will determine the use of units. Up to 40% of the units may be allocated on a fixed term basis.

3.4.2 Units are paid at the rate of \$4,000 per annum and are additional salary regardless of the level of aggregation. From 28 January 2020 the rate of the unit shall increase to \$5,000 per annum. They are paid at the substantive rate (i.e. not divisible) to both full time and part time teachers. The only circumstance in which the units may be proportioned is in an approved full-time job share position.

3.4.3 At the time of allocating a fixed term unit or units the employer shall specify either the period of time for which the teacher shall be entitled to that fixed term unit or units, or the



particular assignment or task to be undertaken for which that fixed term unit or units has been allocated.

- 3.4.4 The entitlement to that fixed term unit or units shall cease at the expiry of the specified period or on completion of the specified assignment or task.
- 3.4.5 Fixed term units allocated for any reason will be paid in addition to the teacher's rate of pay, including any permanent units.
- 3.4.6 The employer may reallocate to the same teacher a fixed term unit or units for a further period of time or for a further particular assignment or task.
- 3.4.7 Until 30 June 2020 trained teachers holding permanent units shall be entitled to progress beyond their qualification maxima to the Group H3 maximum of the base salary scale regardless of qualifications held provided:
- (a) that where such teachers have gone beyond their qualifications maximum they shall revert to that qualification maximum if their units are lost through voluntary relinquishment or following competence review or if appointed to a position without units;
  - (b) where such teachers subsequently regain permanent unit(s) they shall also gain an immediate base salary scale increment (if not already at the Group H3 maximum) and will become eligible for any further increment(s) due from the anniversary of that date.
  - (c) If on 30 June 2020 they have progressed to a step beyond the H1 or H2 maxima (as applicable) they will, on 1 July 2020 remain on the step they have progressed to and will continue to be eligible for any further increment(s) from their anniversary date until they reach the H3 maximum of the base scale regardless of whether they retain their permanent unit(s) or not.

*Clause 3.4.7 is a transitional clause. The parties agree that clause 3.4.7 will be deleted when this collective agreement is renewed.*

- 3.4.8 Untrained teachers holding permanent units shall be entitled to progress to their qualification maximum on the base salary scale.
- 3.4.9 Where a teacher appointed to a position to which unit(s) are allocated loses that position or has the position altered in status because of the application of the surplus staffing provisions of this agreement the salary protection arrangements of those provisions shall apply provided:
- (a) that where the allocation has been made on a fixed term basis the period of protection shall be for the lesser of the term of the appointment agreed or for one year while the teacher continues to hold a position at the school; and provided also;
  - (b) that in no case shall the eventual salary reduction be to a rate less than would otherwise apply had the teacher not been appointed to a position to which unit(s) had been allocated.

### **3.5 Middle Management Allowances**

- 3.5.1 An employer will be entitled, in each school year, to a number of Middle Management Allowances generated by formula in the Education (School Staffing) Order. The employer,

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following consultation with its teaching staff, shall determine the allocation of these allowances. Up to 40% of the allowances may be allocated on a fixed term basis in schools with four (4) or more middle management allowances and schools with fewer than four (4) middle management allowances will be able to allocate one (1) on a fixed term basis.

3.5.2 The Middle Management Allowances are restricted to:

- (i) teachers without units who have a designated curriculum or pastoral management responsibility;
- (ii) teachers with one (1) to four (4) units who have a designated curriculum or pastoral management responsibility; and
- (iii) teachers with five (5) units who have significant designated curriculum-related management responsibilities.

3.5.3 Schools with a total of seven (7) or more Middle Management Allowances may allocate up to 20% of these allowances to teachers without units who have designated curriculum or pastoral management responsibilities. Schools with fewer than seven (7) middle management allowances will be able to allocate one (1) of these to such teachers.

3.5.4 An individual teacher with fewer than five units may be allocated no more than two (2) Middle Management Allowances. An individual teacher with five units may be allocated no more than one (1) Middle Management Allowances.

3.5.6 Each Middle Management Allowance shall generate an additional salary payment of \$1,000 per annum. From 28 January 2020 the rate of the Middle Management Allowance payment shall increase to \$2,000 per annum.

3.5.7 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.

3.5.8 Where a school is obliged to reduce the number of Middle Management Allowances allocated to teachers, including those allocated permanently, the same process as for reduction in the number of units (as outlined in clause 2.13.5 and Appendix 5) shall be followed. A teacher may have Middle Management Allowances allocated to them withdrawn if the circumstances warrant such action rather than dismissal when the assistance and guidance provided under clause 2.3 has not remedied the matter(s) of competence causing concern.

3.5.9 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 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.

### **3.13 Careers Adviser Allowance**

3.13.1 A teacher appointed as a careers adviser shall be paid an allowance at the rate of \$2,250 per annum from 1 July 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.

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### **3.21 Area Schools Priority Teacher Supply Allowance**

- 3.21.1 The Area Schools Priority Teacher Supply Allowance (ASPTSA) applies to teachers employed in those area schools identified by the Ministry of Education as requiring additional support for recruitment and retention. The schools identified by the Ministry are those set out in separate advice and may be changed by the Ministry as needs change, no more than annually, after consultation with the unions.
- 3.21.2 Full-time and part-time (0.5 FTTE and above) teachers who hold a current practising certificate and are employed on a permanent or long-term relieving basis of two consecutive terms or more shall be entitled to receive the ASPTSA of \$2,500 per annum, pro-rated for part-time teachers.
- 3.21.3 Teachers in receipt of the ASPTSA are not entitled to receive the SIA at the same time.
- 3.21.4 Where a school loses ASPTSA status, the school may apply for SIA status where there is a serious staffing difficulty.
- 3.21.5 Teachers moving to a school which has been designated as ASPTSA status are entitled to either the National Relocation Grant (as set out in the Ministry Guidelines on Teacher Supply Initiatives) or to the transfer and removal provisions of this Agreement where applicable. On completion of a minimum of three years' continuous service in one or more ASPTSA 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.
- 3.21.6 In the event that a school is removed from the ASPTSA coverage, teachers who were in receipt of the ASPTSA 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.

### **3.23 Isolation Allowance**

- 3.23.1 An employee whose work requires that they reside at an isolated locality as outlined in clause 3.23.5 or 3.23.6 below, will receive an isolation allowance.
- 3.23.2 The isolation allowance is not payable to short-term relievers defined in 3.27.1.
- 3.23.3 An isolation allowance will be paid fortnightly and during:
- (a) periods of annual leave, whether or not the employee remains in the isolated locality;
  - (b) any absence from the isolated locality on sick leave or other paid leave of up to seven (7) consecutive days.
  - (c) periods where an employee is required to work at another locality for up to seven (7) consecutive days.
- 3.23.4 Part-time teachers will be paid an isolation allowance on a pro rata basis.

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3.23.5 For an employee whose full-time residence is:

- (a) in a locality with a population of less than 300 that is also between 60kms and 150kms (inclusive) from a population centre of more than 1,500 people; or
- (b) in one of the following locations – Hari Hari or Twizel;

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

3.23.6 For an employee whose full-time residence is in a locality with a population of less than 300 that is also more than 150kms from a population centre of more than 1,500 people, the rate of the allowance shall be \$2,200 per annum.

### **3.28 Specialist Teacher Allowance**

3.28.1 A teacher appointed as a Specialist Teacher under clause 2.15.2 shall be paid an allowance of \$4,000 per annum. From 28 January 2020 the rate of the allowance shall increase to \$5,000 per annum. For clarity, this is an allowance and is not a salary unit.

3.28.2 A teacher appointed as a Specialist Teacher under clause 2.15.3 shall be paid an allowance of \$8,000 per annum. From 28 January 2020 the rate of the allowance shall increase to \$10,000 per annum. For clarity, this is an allowance and is not a salary unit.

3.28.3 A teacher appointed as a Specialist Teacher may not also hold any permanent units and no more than one fixed term unit.

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## 5.2 Parental Provision

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

- (a) Parental leave may commence at any time during the pregnancy subject to the teacher giving the employer one month's notice in writing, supported by a medical certificate. A shorter period of notice will be accepted on the recommendation of a medical practitioner. The teacher can take up to 12 months unpaid leave from the date of birth, or in the case of adoption, whangai or Home for Life placement of a child under the age of six years, from the date the teacher becomes the primary carer.
- (b) A teacher with 12 months or more service shall be entitled to up to a further 12 months' unpaid leave (bringing the total entitlement to a maximum of 24 months' continuous leave including leave taken prior to the birth of the teacher's child) subject to notifying their employer in writing of their intention to take this leave within 9 months from the date of commencing leave under 5.2.1(a).
- (c) The teacher's position will be held open subject to the surplus staffing provisions of clause 2.13 of this agreement, for the duration of their parental leave. If a relieving teacher is employed it will be a condition of the relieving appointment that it will be terminated by the employer concerned within one month from the date that the permanent incumbent gives notice of intention to return to work early. A teacher must give their employer at least one month's notice if it is their intention to return to work before their parental leave expires. This provision shall not apply in the case of a teacher who has had a miscarriage or a stillborn child. In such cases the teacher may elect to return to work immediately.
- (d) A teacher intending to resign because of pregnancy must be advised of their right to take parental leave.

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

### 5.2.2 Parental grant

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

Primary carer means:

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

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

### 5.2.3 Sick leave during pregnancy and while on Parental Leave

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

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5.2.4 Leave to attend partner at birth of their child.

- (a) Permanently appointed teachers will be granted two (2) days' paid leave to attend their partner at the birth of their child.
- (b) Reasonable notice must be provided to the employer before and at the time of the teacher taking leave.

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