

CLAUSE WORDING ANNEXE

Annexe 1: Remuneration

3.1 Unified Base Salary Scale

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

3.1.2 Mechanism

- a. The Secretary for Education shall, within one month of ratification of any collective agreement (or relevant variation thereof) applicable to other teachers in the state and integrated school sector, notify the NZEI Te Riu Roa National Secretary of any changes to the base salary scale and offer such changes to teachers covered by the PTCA.
- b. The National Secretary of NZEI Te Riu Roa shall, within one month of receipt of the offer described in clause 3.1.2(a), advise the Secretary for Education whether NZEI Te Riu Roa wishes to accept such offer. The parties agree that upon receipt of NZEI's acceptance of the offer the PTCA shall be deemed to be varied pursuant to clause 1.5 in the terms outlined in the offer as advised by the Secretary for Education.

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

3.1.4 Clause 3.1 shall apply from 1 December 2022 to [insert date for CA expiry]. Thereafter this clause will cease to apply and shall have no effect.

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

3.2 Base Salary Scale

Unified Base Salary Scale for Trained Teachers:

STEP	QUALIFICATION GROUP NOTATIONS	Current Rates	Rates effective from 1 December 2022 (+\$4,000)	Rates effective from 1 December 2023 (+\$2,000 / 3%)	Rates effective from 2 December 2024 (+2 - 3.3%)
1	Q1E, Q2E, Q3E	\$51,358	\$55,358	\$57,358	\$58,505
2		\$53,544	\$57,544	\$59,544	\$60,735
3	Q3+E	\$55,948	\$59,948	\$61,948	\$63,187
4	Q4E	\$58,133	\$62,133	\$64,133	\$65,416
5	Q5E	\$61,794	\$65,794	\$67,794	\$69,150
6		\$65,776	\$69,776	\$71,869	\$73,307
7		\$70,040	\$74,040	\$76,261	\$77,786
8		\$75,190	\$79,190	\$81,566	\$83,197
9		\$79,413	\$83,413	\$85,915	\$88,000
10	Q1M, Q2M, Q3M	\$85,490	\$89,490	\$92,175	\$94,500

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11	Q3+M, Q4M, Q5M	\$90,000	\$94,000	\$96,820	\$100,000
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3.4 Untrained Employees

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

Step	Printed rate 1 July 2021	Current rates from 1 April 2022	Rates from 1 December 2022	Rates from 1 December 2023	Rates from 2 December 2024
Minimum	\$42,957	\$44,096	\$49,192	\$51,192	\$52,216
Maximum	\$44,847	\$44,847	\$51,192	\$53,192	\$54,256

Annexe 2: Classroom Release Time

3.28 Classroom Release Time (CRT)

3.28.1 Every full-time permanent teacher, or long term reliever employed for at least a term, shall receive classroom release time per term as follows:

- (a) Until the end of Term 2, 2024, 10 hours per term;
- (b) From Term 3, 2024, 15 hours per term;
- (c) From Term 1, 2025, 20 hours per term;
- (d) From Term 3, 2025, 25 hours per term.

3.28.2 Every part-time teacher employed for at least 0.8FTTE per week who is either permanently employed or a long term reliever employed for at least a term, shall receive a prorated amount of classroom release time as that described in 3.28.1.

3.28.3 Every employer shall, in consultation with teachers, develop and maintain a policy for the allocation of classroom release time.

3.28.4 Classroom release time will be allocated according to policy developed as described in 3.28.3 above, except where it is not possible for genuine reasons arising at short notice.

Note: Guidelines for the appropriate use of classroom release time are available on both the NZEI Te Riu Roa and Te Tāhuhu o te Mātauranga websites.

3.28.5 Permanent Unit Holders

- a. From Term 3, 2024, every teacher who holds one or more permanent units shall receive ten hours classroom release per term. This is in addition to the classroom release time entitlements set out in 3.28.1 and 3.28.2.

Annexe 3: Māori Immersion Teaching Allowance

3.17 Māori Immersion Teaching Allowance (MITA)

- a. The purpose of this allowance is to give practical recognition to te reo Māori as a taonga to be actively protected under te Tiriti o Waitangi and to recognise the special and valued skills and knowledge kaiako must have to teach the curriculum in te reo Māori.
- b. A teacher is eligible for an allowance described in 3.17(c) if they meet the minimum teaching time requirements in that clause and have the language proficiency necessary to teach the curriculum in te reo Māori for the period required by the language immersion level in which they are engaged.
- c. All teachers who teach te reo Māori immersion classes at levels one, two or three shall receive the allowance that relates to the highest language Level in which they are teaching and their years of service at that level as provided for in the table below.

	Pre-2023 rates	Rates from Term 3, 2023	Pre-2023 rates	Rates from Term 3, 2023	Pre-2023 rates	Rates from Term 3, 2023
Teaching time curriculum taught in Te Reo Māori	Level 1 (81% to 100%)	Level 1 (81% to 100%)	Level 2 (51% to 80%)	Level 2 (51% to 80%)	Level 3 (31% to 50%)	Level 3 (31% to 50%)
Base allowance	\$4,000	\$6,000	\$4,000	\$5,000	\$4,000	\$4,000
After 3 years' service	+\$2,000	+\$4,000	-	+\$2,000		-
Total after 3 years' service	\$6,000	\$10,000		\$7,000		
After 6 years' service	+\$4,000	+\$6,000	-	+\$3,000		-
Total after 6 years'	\$8,000	\$12,000	\$4,000	\$8,000	\$4,000	\$4,000

- d. Each allowance provided for in clause 3.17 (c) will be pro-rated for part time teachers (based on the teacher's total hours).
- e. A teacher can only receive one allowance i.e., they cannot receive a Level 1, a Level 2, and/or a Level 3 allowance concurrently. The employer will advise when a change of circumstances alters the allowance a teacher is eligible to receive.
- f. Service for the payment of the Level 2 allowance shall include any periods of teaching service in Māori immersion Level 1 or Level 2. Service for the payment at Level 1 shall include any teaching service at Level 1 Māori immersion only.

Annexe 4: Pacific Bilingual Immersion Teaching Allowance

3.36 Pacific Bilingual and Immersion Teaching Allowance

- a. The purpose of this allowance is to recognise the additional skills teachers must have to deliver teaching and learning through a Pacific language in a Pacific bilingual or immersion context in a school or kura.
- b. A teacher is eligible for an allowance described in 3.36 (c) if they meet the minimum teaching time requirements in that clause and have the language proficiency necessary to teach the curriculum in a Pacific language for the period required by the Pacific bilingual or language immersion level in which they are engaged.
- c. From the beginning of the 2024 school year, all eligible teachers teaching in a Pacific language in a Pacific bilingual or immersion unit/programme/class [as defined by the Ministry in School Roll Return Guidelines] shall receive the allowance that relates to the highest language Level in which they are teaching and their years of service teaching in a bilingual or immersion setting as provided for in the table below:

	From start of year 2024	From start of year 2024
Teaching time that curriculum is taught in a Pacific language	Level 1 (81% to 100%)	Level 2 (51% to 80%)
Base allowance	\$4,000	\$4,000
After 3 years' service	+\$2,000	+\$1,000
Total after 3 years	\$6,000	\$5,000
After 6 years' service	+\$4,000	+\$2,000
Total after 6 years'	\$8,000	\$6,000

- d. Each allowance outlined in the table at 3.36 a) shall be pro-rated for part time teachers (based on the teacher's total hours).
- e. A teacher can only receive one allowance i.e., they cannot receive a Level 1 and Level 2 allowance concurrently. The employer will advise when a change of circumstances alters the allowance a teacher is eligible to receive.
- f. Service for the payment of the Level 2 allowance shall include any teaching service at Pacific or bilingual immersion Level 1 or Level 2. Service for the payment at Level 1 shall include any teaching service at Pacific or bilingual immersion Level 1 only.

Annexe 5: Advanced Classroom Expertise Teacher Allowance

[Inserted above clause 3.32.0]

3.32 Advanced Classroom Expertise Allowance

From 1 January 2023, no new Advanced Classroom Expertise Teachers shall be recognised and no new ACET allowances paid; current holders of an ACET allowance continue to be eligible according to the provisions of clause 3.32 unless and until they lose eligibility, at which time the allowance ceases and cannot be reinstated.

Annexe 5a: Cultural Leadership Allowance

3.37 Cultural Leadership Allowance

- 3.37.1 From Term 1 2024, the parties agree to introduce 1,200 Cultural Leadership allowances. The purpose of these allowances is to build the cultural capability and expertise required of all teachers, for example a holder of the allowance may coach their peers in developing inclusive classroom environments and learning programmes that enhance Māori or Pacific students' learning, participation and wellbeing. These allowances will also help retain and further cultivate Māori and/or Pacific specialist expertise, knowledge and cultural leadership that already exists in schools and kura.
- 3.37.2 Each allowance will be \$5,000 per annum and is paid at the substantive rate to both part time and full-time teachers. However, with the agreement of the employer, the allowance and responsibilities may be equally shared between two teachers.
- 3.37.3 Criteria for accessing the allowance and other administrative requirements will be developed by the parties prior to Term 1 2024. These criteria will be reviewed when the collective agreement expires.

Annexe 6: Sick Leave

4.1 Sick Leave

4.1.1 Sick Leave Entitlement up until 27 January 2024

Until 27 January 2024, all teachers are entitled to sick leave on pay on account of sickness or injury either under clause (a) and (b) or under clause (c) as follows:

- (a) A teacher who works for the employer for a period of more than six months, or has service recognised for the purposes of sick leave (as defined in clause 4.2.2) shall be entitled to 5 days sick leave on pay on account of sickness or injury, in each ensuing period of 12 months.
- (b) In addition to the entitlement in (a) above, teachers shall be granted additional entitlement as set out in the Table A below:

Table A

Period of service	Additional days for each period of service
Up to 3 months	7 days
Over 3 months and up to 6 months	7 days
Over 6 months and up to 9 months	7 days
Over 9 months and up to 5 years	5 days
Over 5 years and up to 10 years	19 days
Over 10 years and up to 20 years	14 days
Over 20 years and up to 30 years	25 days
Over 30 years	22 days

- (c) A teacher who was employed by an employer immediately prior to 1 July 1992, who currently has their sick leave entitlement calculated under Table B below, will continue to receive entitlement on that basis up until 27 January 2024.

Table B

Length of Aggregate Employment	Aggregated period for which sick leave on pay may be granted during service
0 to 3 months	7 days
Over 3 months and up to 6 months	14 days
Over 6 months and up to 9 months	31 days
Over 9 months and up to 5 years	46 days
Over 5 years and up to 10 years	92 days
Over 10 years and up to 20 years	154 days
Over 20 years and up to 30 years	229 days
Over 30 years	306 days

- (d) In exceptional circumstances the employer may grant sick leave with pay in anticipation of future entitlements, provided that no extension may be granted beyond 106 days if their entitlement is granted under Table A or 306 days if their entitlement is granted under Table B. Before approving any such extension, the employer shall ensure that any extension complies with any funding arrangements applying to the school.

4.1.2 Sick leave Entitlement from 28 January 2024

- (a) From 28 January 2024, a teacher is entitled to sick leave on pay on account of sickness or injury based on the teacher's aggregate employment as follows:

	Entitlement	Accumulated entitlement
Upon first appointment to a teaching position in a state or state integrated school	20 days	20 days
6 months aggregate employment	10 days	30 days

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12 months aggregate employment	10 days	40 days
18 months aggregate employment	10 days	50 days
24 months aggregate employment	10 days	60 days
30 months aggregate employment	10 days	70 days
Each subsequent 12 months of completed aggregate employment	10 days	+10 days

- (b) The amount of sick leave available shall be the teacher's accumulated entitlement based on the teacher's aggregate employment (as set out in the table above), less the total amount of paid sick leave the teacher has taken during their aggregate employment as a teacher.
- (c) Transitional provisions for teachers employed prior to 28 January 2024 are set out in Appendix 7.

Note: the parties agree to delete clause 4.1.1 from future collective agreements.

4.2 Further Sick Leave Provisions

4.2.1 Aggregate Employment for Sick Leave Purposes

- (a) For the purposes of sick leave, "aggregate employment" means:
- i. all full and part-time employment as a teacher in any state or state-integrated school; plus
 - ii. any employment recognised under clause 4.2.2 (a) below;
 - iii. all short-term relief worked in any state or state-integrated school on the basis that every 190 days or 950 hours equals one year of employment.
- (b) The amount of sick leave available to a teacher returning to the teaching service following a break in employment will be the balance that applied on their last day of employment plus any additional entitlement that may be credited under clause [4.2.2a] below. Any part-year employment completed prior to the break in service will be counted towards the timing of their next entitlement after return to service. Further entitlements will be granted when the teacher reaches the next entitlement threshold as outlined in clause [4.1.2a] above.

4.2.2 Recognition of additional employment for sick leave purposes

- (a) Upon first appointment to a teaching position in a state or state integrated school, or following a break in employment, the following employment outside of teaching service in state or state-integrated schools will be recognised for sick leave purposes:
- i. Employment as a teacher or principal in a New Zealand free kindergarten association, university, or polytechnic and/or employment as a teacher in Fiji, Cook Islands, Tonga, Samoa or Niue registered schools. For this purpose, permanent part-time employment and non-permanent employment that consists of employment for 20 hours or more per week will be recognised as full-time employment under this Agreement. Non-permanent part-time employment of less than 20 hours per week will be credited as follows:
 - 80 hours are recognised as the equivalent of one month of employment under this Agreement, or
 - 1000 hours are recognised as the equivalent of one year of employment under this Agreement.
 - ii. Employment in the New Zealand Public Service and/or Armed Forces may be credited on such terms as the Secretary for Education may agree.
- (b) Any sick leave entitlement credited under clause 4.2.2 (a) shall be reduced by the amount of sick leave taken during the applicable periods of employment.

4.2.3 Taking sick leave

- (a) A teacher, other than a short-term reliever, who has sick leave entitlement available under clause 4.1.1 or, from 28 January 2024, clause 4.1.2, can take sick leave on pay when they are absent because they are sick or injured or the teacher's spouse, partner, or someone dependent on the teacher for care is sick or injured.
- (b) The employer may grant paid sick leave in advance from the teacher's next annual entitlement i.e., up to 10 days, which will be deducted from their next entitlement.
- (c) Teachers will have sick leave deducted from their entitlement as follows:
 - i. Sick leave is only deducted on days that the school is open for instruction, and on which the teacher would normally have worked.
 - ii. For full time teachers, sick leave will not be deducted for an absence that is less than two hours.
 - iii. For part time teachers, sick leave will not be deducted for an absence that is less than 25% of the hours normally worked on that day.

4.2.4 Sick leave for Short-Term Relievers

- (a) A short-term reliever who has accepted an offer of a period of short-term relief teaching and who cannot work on a day(s) during that period because they are sick or injured, or because their spouse, partner, or someone dependent on the short-term reliever for care is sick or injured, is entitled to paid sick leave for the day or hours they would have worked, provided they have sick leave entitlement available under clause 4.1.1 (clause 4.1.2 from 28 January 2024).

4.2.4 Medical Evidence

- (a) While a medical certificate will not normally be required for leave within five consecutive days, where it is considered warranted, an employer may require a teacher to produce a medical certificate or other evidence of sickness or injury satisfactory to the employer. If so, the employer will agree to meet the employee's reasonable expenses in obtaining the proof.
- (b) When more than five consecutive days sick leave is taken, the employer may require the teacher to provide a medical certificate from a registered health practitioner at the employee's expense. If the teacher cannot obtain a medical certificate, other evidence of sickness or injury satisfactory to the employer may be provided.
- (c) When a period of sick leave exceeds 14 days the employer may require the teacher to:
 - i. provide a medical certificate from a registered health practitioner stating the expected date the teacher will be able to return to work. The employer may require the teacher to provide further medical certificates should the sick leave continue beyond the expected date of return stated in this or subsequent medical certificates.
 - ii. obtain a second medical opinion from an independent registered health practitioner nominated by the employer and agreed to by the teacher provided that such agreement shall not be unreasonably withheld. The cost of a second medical opinion will be met by the employer.

4.2.6 Teachers temporarily working reduced hours on account of sickness

- (a) The employer may allow, at its discretion, a teacher who has been on sick leave to return to duty on a reduced hours basis if:

- i. the teacher's doctor recommends and provides a medical clearance for the return to work, and
 - ii. there would be no staffing or timetabling problems for the school.
- (b) The daily hours the teacher does not work each week will be aggregated and deducted as sick leave as a proportion of the total hours they would usually work in that week.
 - (c) Nothing in this clause shall be read as a limitation on the rights and obligations on employees and employers under Parts 6AA and 6AB of the Employment Relations Act (which deal with flexible working arrangements).

4.2.7 Absences due to an injury or accident covered by the Accident Compensation Corporation

- (a) When a teacher is absent on account of a work related injury by accident that is covered by the Accident Compensation Corporation, no sick leave will be deducted for the period of absence.
- (b) Subject to section 71(4) of the Holidays Act 2003, when a teacher is absent on account of a non-work related injury by accident covered by the Accident Compensation Corporation, the sick leave is deducted to make up the teacher's normal remuneration (provided the teacher has a sick leave entitlement available) i.e. the payment of earnings related compensation plus the teacher's sick leave (where leave is available) will equal the teacher's normal remuneration.

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Annexe 6(a): Sick Leave Translation

Appendix 7: Sick Leave Translation

Translation from a teacher's current table-based entitlement to the proposed allocation shall occur on 28 January 2024.

Translation to the new sick leave entitlement in clause 4.1.2 will be based on the teacher's years of aggregate employment as defined in clause 4.2.1(a) and the corresponding entitlement in the Translation Table.

A teacher's sick leave balance will be their translated entitlement, less sick leave taken during their aggregate employment as at the date of translation, but no teacher will have a sick leave balance:

- that is less than their balance as at 27 January 2024; or
- less than 10 days.

Below are some examples of the implementation at the day of translation (28 January 2024) for a teacher whose entitlement is currently provided under Table A and Table B:

Examples of Translation for teachers on **Table A** on day of translation:

	Aggregate employment at day of translation	Sick leave entitlement prior to translation	Total sick leave taken over duration of aggregate employment	Balance	Translated sick leave entitlement	Total sick leave taken over duration of aggregate employment	Balance	New balance available to the Teacher from day of translation
Teacher A	5 years	70 days	31 days	39 days	90 days	31 days	59 days	59 days
Teacher B	8 years	85 days	20 days	65 days	120 days	20 days	100 days	100 days
Teacher C	10 years	109 days	109 days	0 days	140 days	109 days	31 days	31 days

Examples of translation for teachers on **Table B** on day of translation:

	Aggregate employment at day of translation	Sick leave entitlement prior to translation	Total sick leave taken over duration of aggregate employment	Balance	Translated sick leave entitlement	Total sick leave taken over duration of aggregate employment	Balance	New balance available to the Teacher from day of translation

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Teacher D	5.5 years		92 days	31 days	61 days	100 days	31 days	69 days	69 days
Teacher E	9 years		92 days	20 days	72 days	130 days	20 days	110 days	110 days
Teacher F	12 years		154 days	152 days	2 days	160 days	152 days	8 days	10 days



The Ministry reserves the right to correct any errors.

Translation Table

Table that sets out the sick leave entitlements under Table A or Table B and the corresponding entitlement that would apply from 24 January 2024

Table A				Table B			Proposed allocation		
Accrued Years of Service	Annual entitlement	Additional entitlement	Accumulated entitlement	Accrued Years of Service	Entitlement	Accumulated Entitlement	Years of Service (Aggregate Employment)	Entitlement	Accumulated entitlement
On appointment		7	7	On appointment	7	7	On appointment	20	20
0.5	5	14	26	0.5	24	31	0.5	10	30
1		5	31	1	15	46	1	10	40
1.5	5		36	1.5		46	1.5	10	50
2			36	2		46	2	10	60
2.5	5		41	2.5		46	2.5	10	70
3			41	3		46	3		70
3.5	5		46	3.5		46	3.5	10	80
4			46	4		46	4		80
4.5	5		51	4.5		46	4.5	10	90
5		19	70	5	46	92	5		90
5.5	5		75	5.5		92	5.5	10	100
6			75	6		92	6		100
6.5	5		80	6.5		92	6.5	10	110
7			80	7		92	7		110
7.5	5		85	7.5		92	7.5	10	120
8			85	8		92	8		120
8.5	5		90	8.5		92	8.5	10	130
9			90	9		92	9		130
9.5	5		95	9.5		92	9.5	10	140
10		14	109	10	62	154	10		140
10.5	5		114	10.5		154	10.5	10	150
11			114	11		154	11		150
11.5	5		119	11.5		154	11.5	10	160
12			119	12		154	12		160
12.5	5		124	12.5		154	12.5	10	170

Table A				Table B			Proposed allocation		
Accrued Years of Service	Annual entitlement	Additional entitlement	Accumulated entitlement	Accrued Years of Service	Entitlement	Accumulated Entitlement	Years of Service (Aggregate Employment)	Entitlement	Accumulated entitlement
13			124	13		154	13		170
13.5	5		129	13.5		154	13.5	10	180
14			129	14		154	14		180
14.5	5		134	14.5		154	14.5	10	190
15			134	15		154	15		190
15.5	5		139	15.5		154	15.5	10	200
16			139	16		154	16		200
16.5	5		144	16.5		154	16.5	10	210
17			144	17		154	17		210
17.5	5		149	17.5		154	17.5	10	220
18			149	18		154	18		220
18.5	5		154	18.5		154	18.5	10	230
19			154	19		154	19		230
19.5	5		159	19.5		154	19.5	10	240
20		25	184	20	75	229	20		240
20.5	5		189	20.5		229	20.5	10	250
21			189	21		229	21		250
21.5	5		194	21.5		229	21.5	10	260
22			194	22		229	22		260
22.5	5		199	22.5		229	22.5	10	270
23			199	23		229	23		270
23.5	5		204	23.5		229	23.5	10	280
24			204	24		229	24		280
24.5	5		209	24.5		229	24.5	10	290
25			209	25		229	25		290
25.5	5		214	25.5		229	25.5	10	300
26			214	26		229	26		300
26.5	5		219	26.5		229	26.5	10	310
27			219	27		229	27		310
27.5	5		224	27.5		229	27.5	10	320
28			224	28		229	28		320
28.5	5		229	28.5		229	28.5	10	330
29			229	29		229	29		330

Table A				Table B			Proposed allocation		
Accrued Years of Service	Annual entitlement	Additional entitlement	Accumulated entitlement	Accrued Years of Service	Entitlement	Accumulated Entitlement	Years of Service (Aggregate Employment)	Entitlement	Accumulated entitlement
29.5	5		234	29.5		229	29.5	10	340
30		22	256	30	77	306	30		340

The Ministry reserves the right to correct any errors.

Annexe 7: Removals

Part 6: Removal Expenses

6.1 Eligibility

- 6.1.1 The following teachers who are moving from employment in a state or state-integrated school to employment in a state or state-integrated school where the shortest distance by road is 70 kilometres or more, are entitled to the reimbursement of actual and reasonable removal expenses in clauses 6.2 to 6.9, provided they are eligible under clause 6.1.2:
- Full-time, permanent teachers;
 - Long-term relieving teachers of 12 months or more;
 - Teachers in permanent job-sharing positions with reimbursement on a pro-rata basis.

Note: Eligibility criteria and provision of removal expenses for First Permanent Appointments are described in clause 6.1.3.

6.1.2

Circumstance	Criteria/Definition
Promotion	A promotion is defined as an appointment to a permanent position or long-term relieving position of 12 months or more that has a total number of units greater than the total number of units in the teacher's current position. This total will be the accumulation of permanent units and units allocated for a fixed term of 12 months or more.
Moving to a school qualifying for the Staffing Incentive Allowance (SIA) or Priority Teacher Supply Allowance (PTSA)	An employee shall be eligible for removal expenses when moving to a school qualifying for the Staffing Incentive Allowance ("SIA") or Priority Teacher Supply Allowance (PTSA). <i>Note: The employee does not need to be moving from a state or state integrated school.</i>
Moving from a school qualifying for the Staffing Incentive Allowance (SIA) or Priority Teacher Supply Allowance (PTSA)	When moving from a school qualifying for the SIA or PTSA the employee is only eligible for removal services and expenses when they have completed a minimum of three years' continuous service in one or more of the schools concerned. An employee in a school qualifying for the SIA or PTSA shall retain their removal services and expenses provided in 6.2 when moving from the school, even if the school loses its classification during the employee's employment there, providing that they fulfil the three years' continuous service requirement and is transferring directly to a permanent position or long-term reliever appointment of at least one year in accordance with 3.23.2(d) in another state or state-integrated school.

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<p>Move in terms of the redeployment provisions contained in Part 9, Appendix Four and/or Appendix Five of this Agreement</p>	<p>Part 9: education.govt.nz/school/people-and-employment/employment-agreements/collective-agreements/primary-teachers-collective-agreement/part-9-employment-protection-and-surplus-staffing-provisions/</p> <p>Appendix Four: education.govt.nz/school/people-and-employment/employment-agreements/collective-agreements/primary-teachers-collective-agreement/appendix-4-staff-reorganisation-staff-surplus-provisions/</p> <p>Appendix Five: education.govt.nz/school/people-and-employment/employment-agreements/collective-agreements/primary-teachers-collective-agreement/appendix-5-resource-teacher-surplus-staffing-process/</p>
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6.1.3 First Permanent Appointment

- a. On first permanent appointment, a teacher shall be eligible for the provisions set out in 6.1.3(b) where they meet the following criteria:
- i. The teacher is resident in New Zealand at the time of the appointment; and
 - ii. The appointment is within 12 months following graduation from a course of teacher training recognised by the Secretary; and
 - iii. The appointment involves a shift where the shortest distance by road between either their current residence or current employing school and new employing school is 70 kilometres or more.
- b. The following expenses are payable to teachers who meet the eligibility criteria in clause 6.1.3(a):
- i. Reimbursement of the cost of public transport (including airfares where necessary) for the teacher and dependents, or if public transport is not available, the appropriate motor vehicle rate to the nearest point of public transport;
 - ii. Reimbursement of actual legal expenses up to \$1,000 when a teacher sells a house and buys (or builds and occupies) another within one year of first appointment;
 - iii. Use of the service provided by Te Tāhuhu o te Mātauranga | the Ministry of Education for removal of furniture and effects without cost to the teacher.
- c. Where a teacher has an entitlement to removal expenses under clauses 6.1.2 and 6.1.3 i.e., because the teacher moves to a first permanent role and this role is at a SIA or PTSA school, the teacher will be covered by the SIA or PTSA provisions instead of clause 6.1.3.

6.2 Entitlement

- 6.2.1 A teacher eligible for removal expenses under clause 6.1.2 is entitled to a lump sum payment that covers travel expenses, including travel and meal allowances (clause 6.3), telephone reconnection charges, accommodation expenses (clause 6.4), furniture removal (clause 6.5), legal fees and land agent's commission (clause 6.6) and transfer grant (clause 6.7) entitlements outlined below.



6.2.2 Where a teacher does not want to receive the lump sum payment as per clause 6.2.1, they can claim the entitlements specified in clause 6.2.1 as appropriate based on itemised receipts.

Note: Receipts should be produced when claiming expenses.

Note: These provisions shall be applied in accordance with any administrative conditions that were in effect at the commencement of this Agreement (as modified to reflect the changes made in this Agreement) or are altered as a result of this Agreement.

6.3 Travel Expenses

6.3.1 The following travel expenses are refundable:

- a. When travelling by own transport, payment of motor vehicle allowance rates as follows:
 - i. Motorcar – 83 cents per kilometre

6.3.2 Where travelling, the teacher is entitled to the following meal allowance:

		Standard	Reduced (Staying privately)
A	For each full 24 hours period	\$57	\$28
B	For additional periods less than 24 hours but more than 10 hours	\$57	\$28
C	For additional periods up to 10 hours	\$24	

6.4 Accommodation Expenses and Rent Subsidy

6.4.1 Where accommodation is required for a teacher and their dependents while permanent accommodation is obtained, accommodation expenses shall be paid in accordance with the following:

- a. From the commencement of the journey to the new location, up to two days if necessary;
- b. On arrival at the destination, up to seven days or until permanent accommodation is moved into, whichever comes first.

6.4.2 Personal expenses for the teacher and any dependents, approved by the employer, shall be paid provided they are incurred within the following periods:

- a. From the commencement of the journey to the new location, up to two days if necessary;
- b. On arrival at the destination, up to seven days or until permanent accommodation is moved into, whichever comes first.

6.4.3 A rent subsidy will be granted only in respect of a short-term tenancy, where rental accommodation is leased for a duration of six months or less. The amount of the subsidy is one sixth of the teachers' fortnightly gross salary subtracted from the fortnightly rental cost. A rent subsidy is payable for a maximum of three months.

6.5 Furniture Removal

6.5.1 Packing, transporting, and unpacking the teacher's personal effects will be undertaken by a provider contracted to the Ministry of Education for the transfer of the teacher's effects and transit insurance.

6.6. Legal Fees and Land Agent's Commission

6.6.1 Where a teacher sells and/or buys land or a residence, they shall be reimbursed for the following expenses provided all transactions (buying, selling, or building and occupying) occur within two years after the date of the transfer:

Situation	Maximum amount for reimbursement
a) Buying a house at the new location; or b) Building and occupying a house at the new location; and c) Selling a house at the former location.	Legal fees and land agent's commission combined total of - \$11,000
a) Selling a house at the former location; but b) not buying a house.	Legal fees - \$950 Land agent's commission - \$6,300
a) Buying or building and occupying a house at the new location; but b) not selling a house at the former location.	Legal fees - \$4000
a) Selling land and/or a house at location A; and b) Purchasing land at the new location B with the intention of building; and c) Transferring again (to location C) before the house is built; and d) The land at location B is subsequently sold.	Legal fees and land agent's commission combined total of - \$3,800
a) A house or land has not been previously owned at the teacher's original location A; and b) Land is bought at a new location B; and c) The employee transfers again to a new location C before building at location B is complete; and	Legal fees - \$500 Land agent's commission - \$2000

d) The land at location B is subsequently sold.	
Selling land or a house at a former location without the services of a land agent	Advertising costs - \$630

6.6.2 Where a teacher has been offered a position where removal expenses are payable and sells and purchases their residence or land before working in the role, the teacher will be eligible for a refund in accordance with whichever above category applies to their situation. The refund of expenses will not be made until and unless the employee begins working in the role.

6.6.3 Where penalty charges arise because of the termination of a mortgage before the completion of the term of the loan, the employee will be reimbursed up to a maximum of \$2,400.

6.7 Transfer Grants

6.7.1 A grant of \$1,000 is payable where a teacher is entitled to removal expenses and rents, leases, or purchases housing.

6.7.2 \$300 for each child who is attending a state or state-integrated school prior to the date of transfer, who attends another state or state-integrated school after the transfer and for whom a different uniform is required to be purchased (in terms of the new school's policy) because of a change of school.

6.8 Leave and expenses for a teacher separated from their household

6.8.1 When an employee is separated from their family/household and visits them, leave and refund of actual and reasonable travel expenses may be provided, including to assist with their transfer to the new location.

6.9 Expenses for one visit to inspect rental or purchasable housing in new location

6.9.1 When a teacher needs to inspect rental or purchasable housing in the new location, actual and reasonable travel expenses may be refunded for one visit only.

Annexe 8: RTLB Cluster Lead School Changes

Part B RTLB Cluster Lead School Changes

1. The process outlined in Appendix 5 Part B, clause 7 a. shall only apply to changes of RTLB Cluster Lead School Employer board (RCLSE) within the primary sector i.e. from the school board of one primary school to another primary school¹.
2. Where an RCLSE proposes to relinquish that role, the board shall inform the Ministry of Education National Office of the proposal. The Ministry of Education will in turn inform NZEI Te Riu Roa about the proposal within 7 days of receiving the notification from the RCLSE.
3. The RCLSE will consult with those RTLBs it employs on the proposed relinquishment. This consultation shall commence within 14 days of the RCLSE informing the Ministry of the proposal.
4. If the board confirms the decision to relinquish its RCLSE role after the consultation process has concluded, the RCLSE shall notify the RTLB of this decision as soon as reasonably practicable.
5. Once a replacement RCLSE has been selected by the Ministry of Education, the ceasing RCLSE will send a letter to each of its RTLBs giving notice of the disestablishment of their role (notice of termination because the board has relinquished its RCLSE role) and the new RCLSE will then send each of the RTLBs a letter of offer, offering them a RTLB position; the notice of termination and the offer letter will be sent at least two months before the change of RCLSE takes effect.
6. If the RTLB declines a transfer to a suitable² position, the employee will not be entitled to receive any payment or other benefit (including surplus staffing entitlements) on the grounds that his or her position has ceased to exist. (The employee's notice period continues to apply, however.) If the position is not considered a suitable position and the employee declines a transfer then the employee shall be entitled to the surplus staff entitlements set out in clause 9A.7, 9A.8, 9A.9, 9A.10 and 9A.11.
7. Any position remaining unfilled after this process will be part of a normal appointment process (see clause 2.2 of this Agreement).

¹ Changes involving a change to a new RCLSE outside the primary sector will continue to be dealt with on a case by case basis.

² A 'suitable position' is a position that is:

- i. generally similar in role, duties and status; and
- ii. requires similar qualifications, training, skills and experience but may have a different title/or unit allocation; and
- iii. is in the same general locality; and
- iv. is on terms and conditions of employment that are no less favourable than those that applied to the employee immediately before the offer of employment.

8. Where an RTLB transfers to a new RCLSE as a result of the former RCLSE relinquishing its role, the RTLB:
 - a. Will be bound by the collective agreement which covers the new RCLSE.
 - b. Will transfer on to a base salary step no less than what was received while employed by the former RCLSE.
 - c. Will retain the permanent salary unit allocated to the RTLB position.
 - d. Will retain the Special Duties Increment Allowance.
 - e. Will retain the number of permanent Leadership Payments allocated by the former RCLSE for one year from the date of commencement with the new employer whilst the RTLB continues to hold an RTLB position.
 - f. Retains additional permanent unit(s) and/or allowances allocated by, or applying to, the former RCLSE for one year from the date of commencement with the new employer whilst the RTLB continues to hold an RTLB position with the new employer; for the avoidance of doubt this includes Priority Teacher Supply Allowance (PTSA) and Staffing Incentive Allowance (SIA).
 - g. Retains additional fixed term unit(s) and/or allowances allocated by the former RCLSE for the lesser of the term of the appointment agreed or for a maximum of one year whilst the RTLB continues to hold an RTLB position.
 - h. Retains payments made under the Staffing Incentive Allowance or the Priority Teacher Supply Allowance (PTSA) provisions as long as they continue to be employed by an RCLSE which attracts such allowances.
 - i. Retain continuous service for leave purposes.
9. RTLB who are or who become housed in host schools which attract the PTSA or the SIA, shall also be entitled to such allowances, provided that these allowances are not payable in respect of both the RCLSE and host school.
10. RTLB employed in a fixed term position will be offered employment to a suitable position with the new lead RCLSE for a fixed term corresponding with the remaining period of their original fixed term position.



Annexe 8A: Amendments to associated clauses in the PTCA

9.1 Employment Protection Provisions

...

9.1.7 Where an RTLB Cluster Lead School Employer board decides to relinquish its role as employer of RTLBs, the process set out in Appendix 5, Part B will be followed.

9.2 SURPLUS STAFFING

a. Advising the NZEI Te Riu Roa of Surplus Staffing Review

When staffing requirements within a school are being reviewed by an employer (including the closure or change of class or designation of a school other than when that school has been closed or had its class or designation changed as the result of a school reorganisation process), the employer shall advise the employees and NZEI Te Riu Roa and the provisions of clauses 9A to 9A.11 will apply.

b. School Reorganisation Process

When staff requirements within a school are being reviewed in a school reorganisation process that results in an amalgamation, merger, closure or change of class or designation for that school the provisions of Appendix 4 will apply.

c. Change of the RTLB Cluster Lead School Employer

Where an RTLB Cluster Lead School Employer board decides to relinquish its role as employer of RTLBs, the process set out in Appendix 5, Part B will apply.

9C Surplus Staffing Provisions for Resource Teachers

The provisions of clause 9A shall apply to Resource Teachers (except in circumstances where clauses 9.1.7 and 9.2C apply). However, employers and resource teacher employees are advised that these provisions must be applied in conjunction with the provisions outlined in Appendix 5 to this Agreement

Annexe 9: Parental Leave and Parental Grant

4.5 Parental Leave

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

- 4.5.1 The provisions of the Parental Leave and Employment Protection Act 1987 shall apply, except in the case of superior provisions listed below.
- 4.5.2 The Act provides entitlements to prospective parents, including those adopting a child under the age of six years, who meet specific criteria, as set out in the Act. Those entitlements are:
- a. Special leave (pregnancy-related) of up to 10 days;
 - b. Primary carer leave of up to 26 weeks;
 - c. Extended leave of up to 52 weeks;
 - d. Up to 26 weeks of parental leave payments, plus pre-term baby payments
 - e. Partner's leave of up to two weeks
- 4.5.3 In addition to an employee's rights under this Act, the following shall apply:
- a. Employees intending to resign because of pregnancy or the birth of a child must be advised of their right to take parental leave;
 - b. Primary carer leave may commence at any time during the pregnancy, subject to the employee giving the employer one months' notice in writing supported by a medical certificate. A shorter period of notice will be accepted on the recommendation of a medical practitioner.
 - c. Any primary carer leave taken will not count against the extended leave entitlement;
 - d. An employee with less than 52 weeks' service shall be entitled to 26 weeks leave from the date of birth and may be granted up to 26 weeks additional leave at the discretion of the employer.
- 4.5.4 Parental Grant**
- (a) Subject to clauses 4.5.4(b)-(c) below, the parental grant is payable to an employee on production of a birth certificate or evidence of an approved adoption placement. This entitlement is payable if the employee-
 - (i) takes some (or all) primary carer leave (refer the Parental Leave and Employment Protection Act 1987), or
 - (ii) resigns because of pregnancy or adoption,
 - (b) The parental grant is not payable where an employee has not produced a medical certificate confirming pregnancy, or confirmation from the relevant government department of suitability as an adoptive parent, before commencing leave or resigning. No provision is made for payment of a parental grant in the case of a miscarriage.
 - (c) Only one parental grant is payable per pregnancy and only one parental grant is payable per adoption. The limitation in this clause is intended to limit eligibility to the parental grant to one grant in the following circumstances-

- (i) in cases of multiple births, or
 - (ii) in cases where multiple children are adopted by the same primary carer simultaneously, or
 - (iii) in cases where two teachers meet the requirements of paragraph (a) above because they are sharing primary carer leave, or
 - (iv) in cases where a teacher has succeeded to part of another teacher's entitlement to a parental leave payment and has accordingly become the primary carer (see Parental Leave and Employment Protection Act 1987, section 7), or
 - (v) in cases where a teacher has become the primary carer under s 7(b)(iii) of the Parental Leave and Employment Protection Act 1987 to the exclusion of the biological mother who is also a teacher.
- (d) The amount of the grant is calculated on the basis of six weeks full salary at the rate that would be applicable, at the date of birth (or placement in the case of adoption), to the position from which the employee was granted leave of absence or resigned as the case may be. However, an employee who works less than full normal hours for a short period only, prior to taking parental leave, may have their case for full payment considered by the employer. When an employee is absent on primary carer leave for less than six weeks (30 working days), the full grant equivalent to six weeks salary is still payable. The parental grant is not reduced because salary is being received.

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

Annexe 10: Disregarded sick leave

4.3 Disregarded sick leave

- 4.3.1 Disregarded sick leave not exceeding an overall aggregate of two years shall be granted by the Secretary for Education where in the opinion of the Secretary one of the following conditions has been met:
- i. The sickness can be traced directly to the conditions or circumstances under which the teacher is working; or
 - ii. The injury occurred in the discharge of the teacher's duties through no fault of the teacher and where no payment has been made by the Accident Compensation Corporation; or
 - iii. The absence was due to war injury or to war service; or
 - iv. The teacher has contracted a notifiable disease listed in Part 1 of Schedule 1 of the Health Act 1956, and the teacher is either:
 - a. complying with a written request or direction from a Medical Officer of Health under the Health Act 1956 to refrain from attending school for a specified period, or
 - b. is otherwise required by a relevant Public Health Order or similar type of legislation to refrain from attending school for a specified period.
 - v. The teacher has contracted hepatitis or tuberculosis, where the period of disregarded sick leave is the time that the teacher's treating registered medical practitioner decides is necessary for the teacher to remain away from school.
- 4.3.2 Where sick leave has been deducted for any period granted as disregarded sick leave under clause 4.3.1 above, the sick leave will be reinstated.
- 4.3.3 Disregarded sick leave is additional to any period of absence on account of sickness or injury to which the teacher is entitled with full salary in accordance with the scale set out in clause 4.1 above.
- 4.3.4 Fixed term or relieving teachers shall only be granted disregarded sick leave, as provided for in clause 4.3.1 above, where they have been in continuous employment before the date of application.

Annexe 11: Additional payments

1.8 Additional Payments

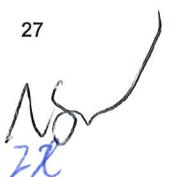
- 1.8.1 The parties to this Agreement recognise the value in their ongoing and productive relationship, including their joint efforts to give effect to building an environment in which the teaching profession is highly regarded, sustainable, and is fit for now and the future of learning. Collective bargaining is a key part of those joint efforts.
- 1.8.2 In recognition of the benefits arising out of the parties' relationship, including NZEI Te Riu Roa's role in negotiating terms and conditions for primary teachers, and the contribution of NZEI Te Riu Roa and its members to the ongoing COVID-19 pandemic response, each full-time and part-time teacher who is a member of NZEI Te Riu Roa and is bound by this Agreement as at [insert date of signing] will be paid a one-off gross payment of \$710.

Short-term relievers, as defined in clause 1.6.9, who are members of NZEI Te Riu Roa as at [insert date of signing] will receive the one-off gross payment of \$710 provided at least one day of short-term relief teaching was worked in Term 1, 2023.

A teacher may be eligible to have the payment calculated under more than one category and no teacher shall receive more than gross \$710 in total.

Members of NZEI Te Riu Roa who are bound by the PTCA as at [insert date of signing] and on that day were on approved unpaid leave under Part 4 of this collective agreement are entitled, upon application, to receive the one-off gross payment of \$710 on their return to their position providing that they return on or before the end of Term 1, 2024, or on or before 29 July 2024 for those on parental leave.

Note: This clause will be removed in subsequent collective agreements.



Annexe 11A: Guidance based on the type of employment and for teachers on leave

Employment Type	NZEI Member-only Lump Sum Entitlement Must be members of NZEI as at [insert date of signing]
Full-time and part-time teachers	Teachers who are an NZEI member and currently employed as at [insert date of signing], will receive the one-off gross payment of \$710.
Short term relievers	Short term relievers who are NZEI members on [insert date of signing] will receive the one-off gross payment of \$710 provided they worked at least one day of day relief in Term 1, 2023.

Scenarios	Union Member-only Lump Sum Entitlement ([insert date of signing])
Paid Leave	Employees will receive the payment as appropriate to their employment type.
Parental Leave	Employees who are NZEI members and on parental leave as at [insert date of signing] will receive the one-off gross payment of \$710 on their return to their position providing that they return on or before 29 July 2024.
Retired/resigned from teaching	A teacher who resigned or retired from their position after [insert date of signing] but who was an NZEI member and employed as at [insert date of signing] will receive the one-off gross payment of \$710.
Unpaid leave (not parental leave)	Employees who are a union member and on approved unpaid leave as at [insert date of signing] will receive the one-off gross payment of \$710 on their return to their position providing that they return on or before the end of Term 1 2024.

Annexe 12: Learning Support Coordinators

3.38 Learning Support Coordinators

Unless specifically stated in this part, the terms and conditions of employment are the terms and conditions of this Agreement.

3.38.1

The number of Learning Support Coordinator (Coordinator) roles will be generated annually by Staffing Order and allocated to boards.

3.38.2

The purpose of the Coordinator roles is to promote effective and inclusive teaching and learning practice within the schools including those in a Kāhui Ako or Cluster and to strengthen the support to children with additional learning needs.

3.38.3

Coordinators will be appointed permanently unless there is genuine reason to appoint to a fixed term position. Each Coordinator will be fully released from timetabled duties.

3.38.4

Coordinators will usually be employed full-time, except in circumstances agreed by the employer, such as on return from parental leave, when a Coordinator(s) may be employed as a job share or part-time.

3.38.5

The functions of the role are set out in the Coordinator Role Description³ drafted by the Ministry of Education along with any distinct responsibilities and/or activities that are defined by the employing school, in consultation with other schools in the Kāhui Ako or Cluster where applicable. To avoid doubt: any such distinct responsibilities and activities that sit outside those outlined in the role description by the Ministry of Education must be mutually agreed between employer and employee.

3.38.6

Where a Coordinator works across schools, this will be in conjunction with the Kāhui Ako or Cluster's shared plan for Learning Support. When allocating a Coordinator's time across the Kāhui Ako or Cluster schools, the employer will consider what is reasonable, taking account of the Coordinator's responsibilities, duties and travel requirements.

3.38.7

Where a Coordinator is allocated leadership, management or other additional responsibilities for learning support and/or allied staff by the employer, consideration should be given as to whether a unit should be allocated, in line with the school's unit allocation policy.

3.38.8

Where responsibilities allocated to the Coordinator are additional to those described in the Coordinator role description, e.g. leadership or management responsibilities, the employer must consider the balance of the allocated responsibilities to allow the Coordinator to fulfil their role effectively.

3.38.9

A teacher who relieves for a Coordinator while they are on approved leave, will be fully released from classroom teaching responsibilities for the time they are undertaking the Coordinator role.

³ <https://conversation.education.govt.nz/assets/LSC/Learning-Support-Coordinator-Role-Description.pdf>

Annexe 13: Kāhui Ako

3.35 Allowances for Kāhui Ako Teacher (within school) Role

3.35.1 Boards within each Kāhui Ako will be entitled to a number of within school teacher roles, generated by formula in the relevant Staffing Order. Each role has an allowance associated with it.

- a) No less than 50% of these allowances must be allocated to teachers appointed to the role of Kāhui Ako Teacher (within school) (“within school role”);
- b) Up to 50% of the allowances may be used to provide Kāhui Ako Responsibility allowances for the purposes of:
 - promoting effective teaching practice within the school, and
 - strengthening the use of effective approaches to teaching and learning to achieve shared Kāhui Ako objectives
 - recognising Kāhui Ako-related responsibilities undertaken by teachers (other than principals) who are not Kāhui Ako Teachers (within school).

3.35.2 The responsibilities and/or activities of each within school role will be defined in substance and time by the Kāhui Ako’s shared achievement plan.

3.35.3 A Kāhui Ako Teacher (within school) role will be appointed to promote best teaching practice, in line with the challenges in the Kāhui Ako’s shared achievement plan. Promotion of best teaching practice may include a focus on:

- collaborative inquiry,
- expertise capacity building,
- pedagogy/teaching practice,
- community engagement,
- transition support and
- cultural competency.

3.35.4 Kāhui Ako Teacher (within school) Allowance

A teacher appointed to the within school role will be entitled to receive an allowance of \$8,000 per annum. Such a teacher must, through an agreed selection process, have met the relevant criteria and demonstrated how they will help meet the agreed purpose/focus for the role within the Kāhui Ako.

3.35.5 Kāhui Ako Responsibility Allowance

- (a) A teacher allocated a Kāhui Ako responsibility allowance will be entitled to payment of \$2,000 per annum.
- (b) A teacher may be allocated more than one Kāhui Ako responsibility allowance.

3.35.6 The period of appointment to the Kāhui Ako Teacher (within school) role will be determined by the employing board based on the needs identified through the Kāhui Ako’s shared achievement plan. The role can be appointed permanently.

3.35.7 The period of allocation of a Kāhui Ako Responsibility Allowance will be determined by the employing board. The allowance can be allocated permanently.

3.35.8 Where the Kāhui Ako Teacher (within school) role is appointed on a fixed term basis, or the Kāhui Ako Responsibility Allowance is allocated for a fixed term, the period of

appointment or allocation may be for up to one year, taking account of the needs of the Kāhui Ako and the progress of planning and inquiry.

3.35.9 Where a Kāhui Ako Teacher (within school) is transferred from another board, it may only be allocated for a fixed period of up to one school year.

3.35.10 As the within school role is intended to expand on career opportunities for classroom teachers to use and develop their professional leadership skills while remaining in the classroom, a teacher appointed to the within school role must maintain at minimum a 0.8 FTTE classroom teaching load. There is no minimum required classroom teaching load for the Kāhui Ako Responsibility allowance.

3.35.11 The employing board will receive additional 0.08 FTTE staffing for each within school role to enable the functions of the role to be fulfilled, including those which the board has divided into Kāhui Ako Responsibility allowances under clause 3.35.1(b).

3.35.12 The allowance payable to a teacher appointed to the within school role, and/or the Kāhui Ako Responsibility allowance may be suspended by the employing board where the teacher is undergoing competency processes as outlined in clause 10.7.2.

3.35.13 The within school allowance and/or the Kāhui Ako Responsibility allowance will only cease to be payable in the following circumstances:

- (a) where the teacher has been the subject of an adverse outcome following competency or disciplinary processes (or both); or
- (b) where the teacher ceases to be employed as a teacher at that school; or
- (c) where, with the agreement of the employing board, the teacher voluntarily relinquishes the within school role and/or the duties associated with the Kāhui Ako Responsibility allowance; or
- (d) where the teacher ceases to hold the within school role and/or the duties associated with the Kāhui Ako Responsibility allowance; or
- (e) where the appointment or allocation is for a fixed period, when that fixed period ends, regardless of whether the teacher remains at that school.
- (f) where a teacher loses the Kāhui Ako within school role or Kāhui Ako Responsibility allowance because the total number of Kāhui Ako within school roles generated by formula in the relevant Staffing Order is reduced

3.35.14

- (a) Where a teacher loses the Kāhui Ako within school role or Kāhui Ako Responsibility allowance because the total number of Kāhui Ako within school roles generated by formula in the relevant Staffing Order is reduced, the salary protection provisions of clause 9A.5 will apply.
- (b) If the teacher returns to, or is subsequently appointed to a position of equal or higher remuneration than they received under (a) above, the salary protection will cease.

Annexe 14: Units

3.9 Units

- 3.9.1 Boards will be entitled, in any one school year, to a number of units for the purposes of management, responsibility, recruitment, retention and/or reward, generated by formula in the Education (School Staffing) Order for the time being in force. The employer shall consult with teachers in developing a policy to determine the use of units.
- a. Boards with an entitlement of four or more units may allocate up to 40% of the units on a fixed term basis.
 - b. Boards with an entitlement of three or fewer units:
 - i. can make fixed term units divisible by two.
 - ii. must allocate at least one unit permanently.
- 3.9.2 Until the end of Term 2, 2024, permanent units are paid at the rate of \$4,000. From the start of Term 3, 2024, permanent units are paid at the rate of \$4,500. They are additional salary regardless of the level of aggregation and are paid at the substantive rate (i.e. not divisible) to both full-time and part-time teachers. The only circumstance in which permanent units may be proportioned is in an approved full-time job share position.
- 3.9.3 Until the end of Term 2, 2024, fixed term units are paid at the rate of \$4,000. From the start of Term 3, 2024, fixed-term units are paid at the rate of \$4,500. They are additional salary regardless of the level of aggregation and are paid to both full-time and part-time teachers at the substantive rate and are not divisible unless clause 3.9.1(b) applies.



Annexe 15: Technical Amendments

No.	Reference/heading	Clause number	Current reference	Updated reference
1	Parties to the agreement	1.1 and throughout	State Services Commissioner	Public Service Commissioner
2	1.1	1.1 and throughout	Section 23 of the State Sector Act 1988	Clause 6 of Schedule 3 of the Public Service Act 2020
3	Parties to the agreement	1.1	Section 74(5) of the State Sector Act 1988	Section 586 (5) of the Education and Training Act 2020
4	Variations	1.5	Section 74 of the State Sector Act	Section 586 of the Education and Training Act 2020
5	Variations	1.5	Section 74(6) of the State Sector Act 1988	Section 586(6) of the Education and Training Act 2022
6	Throughout the document	Throughout the document	Board of trustees	School board
7	Definitions	1.6.12	Special school	Specialist school
8	Declaration Pursuant to the State Sector Act	1.7	75 of the State Sector Act	s595 of the ETA
9	Good Employer/Equal Employment Opportunities	2.1	Part 7A of the State Sector Act	s 597-607 of the ETA.
10	Advertising Positions	2.2.1	77HB of the State Sector Act	s 603 of the ETA.
11	Appointment Criteria	2.2.1	Section 77G of the State Sector Act 1988	
12	Personal Files	2.5.2	Privacy Act 1993	Privacy Act 2020.
13	Method of Payment Salaries	3.23.4	However individual employees may on religious or ethical grounds apply in writing to the Secretary to be paid by cheque.	Removal of the text
14	Education Act 1989 and 1964	1.3 and Throughout the document	Throughout the document	Education and Training Act 2020
15	Study Leave	4.8.2	S77A of the State Sector Act 1988	Sections 597 and 600 of the Education and Training Act 2020
16	Employment Protection Provisions	9.16 (note)	Section 77HA State Sector Act 1988	Section 605 of the Education and Training Act 2020
17	Public Holidays		List of holidays Holidays Act 1981	Add Matariki Holidays Act 2003
18	References to "Ministry of Education"	Throughout the document	Ministry of Education"	Ministry of Education Te Tāhuhu o te Mātauranga"
19	References to "his/hers" "him/her he/she"	Throughout the document	his/hers, he/she	Replace with "they" "them" "their" where appropriate

