



The Secretary for Education's Offer for the Settlement of the Primary Teachers' Collective Agreement

05 June 2018

Introduction

We entered this bargaining anticipating full and broad discussion to enable us to fully understand each other's perspectives, and facilitate consideration of a range of ways to progress or address issues that have been raised. While there has been, relative to previous bargaining rounds, limited discussion, you have affirmed that your priorities for this bargaining are increases to remuneration and consideration of workload through the provision of additional time resource.

We are guided by the Government's overarching expectation for employment and workplace relations in the State sector, which is to give effect to productive employment relationships through the promotion of good faith in all aspects of the employment environment and the employment relationship.

There is an expectation from the Government that the parties to State sector employment negotiations recognise the need for fiscal sustainability.

We have identified, in our claims presentation, four broad areas of focus for discussion: remuneration (including term), supply, workload and coherence. We have given very careful consideration to your claims and our discussion, in the context of Government and Ministry priorities.

The following offer for settlement reflects your priorities, as you have conveyed them to us, and ours, framed within the four broad areas of focus. While some are addressed through offers to change collective agreement terms and conditions, others relate to the Government's education work programme. We look forward to discussing the offer with you.

Remuneration

The NZEI Te Riu Roa has made very substantial remuneration claims. It is important that the parties recognise the Government's objective for fiscal sustainability, and work together to address priorities and shared interests or issues, in a way that is affordable.

As an outcome of our discussions in the previous bargaining round we agreed to establish joint work to develop a Primary Career Framework. While this joint work has progressed, it has not concluded and we consider a continuation of this work is important, noting that any further work will necessarily have strong interdependencies with the development of the Education Workforce Strategy.

The term of the collective agreement should provide a period of certainty and time to continue the joint work developing a Career Framework in line with the development of an Education Workforce Strategy.

The Secretary's offer is to:

1. Increase the base scale salary rates for the entry steps (steps 1-7) by \$7,050 over the term of the agreement made up of:
 - a. \$2,300 from the date a new collective agreement is signed;
 - b. \$2,350 12 months after a new collective agreement is signed;
 - c. \$2,400 24 months after a new collective agreement is signed.
2. Increase the base scale salary rates for the maxima steps (steps 8-12) by \$4,650 over the term of the agreement made up of:
 - a. \$1,500 from the date a new collective agreement is signed;
 - b. \$1,550 12 months after a new collective agreement is signed;
 - c. \$1,600 24 months after a new collective agreement is signed.
3. Increase the untrained employees salary rates by \$3,750 over the term of the agreement made up of:
 - a. \$1,200 from the date a new collective agreement is signed;
 - b. \$1,250 12 months after a new collective agreement is signed;
 - c. \$1,300 24 months after a new collective agreement is signed.
4. Merge steps 1-4 of the base salary scale to reflect the minimum qualification of New Zealand graduates.

(Proposed clause and percentage increases see Annex 1)

5. Include wording in clause 3.3.4 to ensure payment of the unit to resource teachers provided under this clause is pro-rated for teachers employed part-time.

(Proposed clause and percentage increases see Annex 2)

6. Renew the provisions of clause 3.1 approaches to remuneration comparability, for the term of the new collective agreement.
7. Update the PPCA/PTCA Career Framework Development Terms of Reference to reflect the interdependency with the development of the Education Workforce Strategy and milestones for continued work during the term of the renewed agreement.
8. A three year term from the date the collective agreement is signed.

Supply

Supply moves in cycles, affected by economic changes in New Zealand and in other countries that are seen as attractive destinations for our workforce.

While the retention rate for primary teachers nationally has remained around 92% since 2001, which does not suggest a growing retention issue, anecdotally the recruitment of new and less experienced teachers in particular can be more challenging.

An Education Workforce Strategy is being developed in partnership with the education sector, as part of the education work programme. The Strategy will address known challenges with New Zealand's education workforce as well as describe and plan for a future workforce that enables all young New Zealanders to thrive in a fast-moving digital world.

The Strategy will set out a plan for attracting, recruiting, retaining and developing the quality workforce needed to ensure all New Zealand children and students have barrier-free access to

education that meets their individual needs, from early childhood to the end of secondary schooling, in both English and Māori medium learning environments.

Governance and oversight will be provided by the Quality Teaching and Wellbeing Working Group of which NZEI Te Riu Roa is a member. Terms of reference for this work are currently being discussed with the members of the group.

The Secretary's offer is to:

9. Reframe the tutor teacher allowance (clause 3.27) to mentor teacher allowance. Extend the circumstances when a teacher can be designated as a mentor teacher, to better align the resourcing time allowances allocated to schools currently to the payment of the mentor teacher allowance (*proposed clause see Annex 3*).
10. Introduce a clause to enable teachers appointed to the Kāhui Ako Leadership role, by agreement of the Secretary for Education, to access the relevant provisions of the *Primary Principals' Collective Agreement*, aligning provisions across the sector (*proposed clause see Annex 4*).

Workload

The Government has set out a comprehensive education work programme for the next three years, which given its broad scope, is likely to change the shape of the education sector.

The work programme includes a number of things that will proceed outside of bargaining, many of which are expected to positively impact workload, including:

- Removal of National Standards, resulting in corresponding workload improvements over time.
- Development of an Education Workforce Strategy, progressing under the governance and oversight of the Quality Teaching and Wellbeing Working Group, of which NZEI Te Riu Roa is a member.
- The establishment of a Joint Taskforce to reduce paper compliance.
- Review of Tomorrow Schools, which among other things, will consider the education agencies' role in supporting schools.
- The development of an action plan for learning support.
- Commitments from the International Summit on the Teaching Profession (ISTP).
- Promoting the use of technology.

It is important that this work is given time so that any change to current settings is informed by broad engagement with the whole community and due consideration of the education sector context.

You have proposed additional release time as a solution to workload pressures. While we believe that the above work will provide effective and enduring solutions, we acknowledge that this work will take time. It remains important that careful consideration is given to possible future changes resulting from the work programme. Accordingly it is also important that elements of an offer do not get ahead of these possible future changes.

The Secretary's offer is to:

11. Increase Classroom Release Time, renamed as Professional Practice Time, by 2 hours per term. Increasing from 10 to 12 hours per term or from 40 to 48 hours per year, delivered under the same terms, conditions and guidelines.

Coherence

Continuing to update the language in the collective agreement is a focus for the Ministry. We have provided draft wording for parental leave, the isolation allowance and surplus staffing.

We have also provided amended wording for the Maternity Grant. The criteria currently reflects a historic context where there was no paid parental leave. The Maternity Grant payment equivalent to six weeks' salary, paid at the time of the birth or adoption, was a benefit when a teacher would usually be receiving no income.

The context is now quite different with parental leave payments, currently for up to 18 weeks, increasing to 22 weeks in July and to 26 weeks from July 2020. In light of this, and other changes to the legislation, we are of the view that the Grant needs to be more reflective of the current rather than the past context.

The proposed wording would enable the Grant to be accessed by the primary carer, whoever that may be, at the point of the teacher's return to work, when there are often additional costs, rather than their departure when the teacher can access paid parental leave.

The Secretary's offer is to:

12. Amend the parental leave provisions to reflect gender neutral language and changes to the Grant payment (*proposed clause see Annex 5*).
13. Amend the isolation allowance to simplify the range of rates to two allowances (*proposed clause see Annex 6*).
14. Amend the surplus staffing provisions to improve the flow and language (*proposed clauses see Annex 7*).
15. Make any mutually agreed amendments that are technical in nature.

3.1.7 Base Scale

Current Steps	Salary Group	Current rates	New steps	Salary Group	[date the collective is signed]	[12 months from the date the collective is signed]	[24 months from the date the collective is signed]	[Pre-merge increase to rates over term]
1	Q1E	\$36,692	1	Q1E; Q2E; Q3E	\$50,280	\$52,630	\$55,030	19.2%
2	Q2E	\$39,513			\$50,280	\$52,630	\$55,030	17.8%
3		\$43,745			\$50,280	\$52,630	\$55,030	16.1%
4	Q3E	\$47,980			\$50,280	\$52,630	\$55,030	14.7%
5	Q3+E	\$49,588	2	Q3+E	\$51,888	\$54,238	\$56,638	14.2%
6	Q4E	\$51,508	3	Q4E	\$53,808	\$56,158	\$58,558	13.7%
7	Q5E	\$54,330	4	Q5E	\$56,630	\$58,980	\$61,380	13.0%
8	Q1M	\$59,621	5	Q1M	\$61,121	\$62,671	\$64,271	7.8%
9	Q2M	\$63,929	6	Q2M	\$65,429	\$66,979	\$68,579	7.3%
10		\$68,446	7		\$69,946	\$71,496	\$73,096	6.8%
11	Q3M	\$71,891	8	Q3M	\$73,391	\$74,941	\$76,541	6.5%
12	Q3+M; Q4M; Q5M	\$75,949	9	Q3+M; Q4M; Q5M	\$77,449	\$78,999	\$80,599	6.1%

3.3.2 Untrained Employees

Untrained employees shall be placed on the entry rate of:

- \$32,456 (Current); or
- \$33,656 (*[insert date collective signed]*); or
- \$34,906 (*[insert date 12 months from date the collective is signed]*); or
- \$36,206 (*[insert date 24 months from the date the collective is signed]*).
- ***[Increase to rates over term of the agreement = 11.6%]***

The maximum salary rate for untrained employees shall be:

- \$33,868 (Current); or
- \$35,068 (*[insert date collective signed]*); or
- \$36,318 (*[insert date 12 months from date the collective is signed]*); or
- \$37,618 (*[insert date 24 months from the date the collective is signed]*).
- ***[Increase to rate over the term of the agreement = 11.1%]***

3.3.4 Resource Teachers and Regional Health School Teachers - Salary on Appointment

- (a) All teachers shall be placed on the base salary scale according to previous experience and qualifications.
- (b) All teachers notated in 3.1.8 will be allocated at least one permanent salary unit upon appointment.
- (c) RT:Lits will be allocated one permanent salary unit upon appointment subject to 3.3.5A below.
- (d) RTLB will be allocated one permanent salary unit upon appointment subject to 3.3.5B below.
- (e) Resource Teachers Deaf (RTD) and Resource Teachers Vision (RTV) will be allocated one permanent salary unit upon appointment subject to clause 3.3.5C below.
- (f) For any new appointments on or after *[insert date the collective agreement is signed]* if the teacher is employed part-time the salary unit provided under 3.3.4(b) to (e) above will be pro-rated on the same basis as the teacher's employment.

3.3.5A Resource Teachers Literacy (RT:Lit)

- (a) Teachers appointed to RT:Lit positions will be required to complete the RT:Lit training programme, unless they have
 - (i) previously been employed as a Resource Teacher Reading (RTR); or
 - (ii) been given an exemption by the Secretary; or
 - (iii) already completed the programme.
- (b) Teachers required to complete the training programme will be eligible for the unit from the date they commence the programme.
- (c) Any such teacher who withdraws from the training programme or does not complete the programme within 48 months of appointment to the role will cease to be eligible for the unit.
- (d) All teachers employed as RT:Lits will be automatically eligible for the unit if the training ceases to be provided.

3.3.5B Resource Teachers (RTLB)

- (a) Teachers appointed to RTLB positions will be required to complete the RTLB training programme, unless they have
 - (i) been given an exemption by the Secretary; or
 - (ii) already completed the programme.
- (b) Teachers required to complete the training programme will be eligible for the unit from the date they commence the role.
- (c) Any such teacher who withdraws from the training programme or does not complete the programme within 48 months of appointment to the role will cease to be eligible for the unit.
- (d) All teachers employed as RTLB will be automatically eligible for the unit if the training ceases to be provided.

Note: *The salary unit allocated in 3.3.4(c) and 3.3.4(d) is not incorporated into the salary unit entitlement of a school.*

3.3.5C Resource Teachers Deaf (RTD) and Resource Teachers Vision (RTV)

- (a) Teachers appointed to RTD and RTV positions will be required to complete a graduate qualification in Special Education (Hearing Impaired) or (Visually Impaired) or any other equivalent qualification specifically focused on teaching of the hearing or visually impaired, unless they:
 - (i) have been given an exemption by the Secretary; or
 - (ii) already hold an applicable graduate qualification as per (a) above.
- (b) Teachers required to complete a graduate qualification as per (a) above, will be eligible for the unit under clause 3.3.4(e) from the date they commence the RTD or RTV role.
- (c) A teacher who does not complete the qualification within 48 months of appointment to the RTD or RTV role will cease to be eligible for the unit under clause 3.3.4(e).
- (d) All teachers employed as RTD or RTV will be automatically eligible for the unit under clause 3.3.4(e) if no graduate programme as per (a) above is available.

3.27 Mentor Teacher Allowance

[Clause wording replaces current clause 3.27 Tutor Teacher Allowance]

- 3.27.1 A teacher who is fully certificated and has met the experienced teacher professional standards in this Agreement can be designated a Mentor Teacher for:
- (a) a provisionally certificated first or second year teacher working towards full certification for up to one school year on each occasion.
 - (b) a beginning teacher with less than two years' experience, for whom the Board is receiving the Beginning Teacher time allowance for the duration of the time allowance.
 - (c) an overseas trained teacher with no teaching experience in New Zealand, for whom the Board is receiving the Overseas Teacher time allowance for the duration of the time allowance.
 - (d) a retrained teacher with less than twelve months' teaching experience after retraining, for whom the Board is receiving the Retrained Teacher time allowance for the duration of the time allowance.
- 3.27.2 The mentor teacher will support the induction and mentoring programme to help newly qualified teachers, overseas teachers or teachers who have retrained to develop effective teaching practices for diverse learners.
- 3.27.3 If the teacher(s) being mentored are employed at least 0.8 FTTE the designated mentor teacher will receive a \$4,000 allowance, provided the mentor teacher is not receiving an allowance under 3.27.4.
- 3.27.4 If the teacher(s) being mentored are employed at least 0.5 FTTE but less than 0.8 FTTE the designated mentor teacher will receive a \$1,000 allowance, provided the mentor teacher is not receiving an allowance under 3.27.3.
- 3.27.5 A mentor teacher will receive one allowance, either under 3.27.3 or 3.27.4, where they are designated to support more than one teacher concurrently.
- 3.27.6 A teacher can only have one designated mentor teacher at any one time.

WITHOUT PREJUDICE – THE MINISTRY RESERVES THE RIGHT TO CORRECT ANY UNINTENDED ERRORS

3.33 Allowances for Community of Learning Leadership Role

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

[Renumber clause 3.33 Allowances for Community of Learning Teacher (between-schools) Role to clause 3.34]

[Renumber clause 3.34 Allowances for Community of Learning Teacher (within school) Role to clause 3.35]

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 Parental Leave and Employment Protection Act 1987 provisions apply.
- 4.5.2 An employee on parental leave must give at least one month's notice before they return to work, but if they had a miscarriage or stillbirth they may choose to return immediately.
- 4.5.3 In addition to the provisions at 4.5.1, the following also apply:
- (a) Employees intending to resign because of pregnancy or childbirth must be advised of their parental leave rights.
 - (b) Primary carer leave may start at any time during the pregnancy. The employee must give the employer one month's written notice with a medical certificate, but shorter notice will be accepted if a medical practitioner recommends it.
 - (c) Any primary carer leave taken will not count against the extended leave entitlement.
 - (d) An employee with less than 52 weeks' service is entitled to 26 weeks' extended leave from the date of birth and or adoption placement. Their employer may choose to grant up to 26 weeks.
 - (e) Employees on parental leave are still covered by the surplus staffing/school closure provisions of this Agreement
- 4.5.4 Parental Grant
- (a) If an employee takes, or is eligible to take primary carer and/or extended leave, they will be paid a lump sum parental grant when they return to work and produce a birth certificate or adoption papers. The grant is six weeks' pay at the full salary rate that applied on the day before their leave began. If they worked less than full normal hours for a short time before taking leave, the employer may still give full payment.
 - (b) If an employee takes primary carer or extended 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 received.
 - (c) If both the employee and their partner are employed in the Public Service or Education Service and are eligible for a parental grant, then they are entitled to only one payment between them, and they may choose who will receive it.
 - (d) There is no entitlement to a parental grant in the case of miscarriage.
- 4.5.5 Re-entry after Absence Due to Childcare *[as per current clause 2.3 in the PTCA]*

3.17 Isolation Allowance

3.17.1 A teacher whose work requires that they reside permanently at an isolated locality as outlined in clause 3.17.4 or 3.17.5 below, will receive an isolation allowance.

3.17.2 An isolation allowance will be paid fortnightly and during:

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

3.17.3 Part-time teachers will be paid the isolation allowance on a pro-rated basis.

3.17.4 For a teacher whose full-time residence is:

- (a) in a locality with a population of less than 300 that is also between 60kms and 150kms (inclusive) from a population centre of more than 1,500 people; or
 - (b) in one of the following locations – Aranga, Arohena, Glenorchy, Hauturu, Hawea Flat, Horeke, Kawhia, Makahu, Ohuka, Ongarue, Papanui Junction, Peria, Piri Piri, Rere, Ruakituri, Te Akau or Waikaretu; or
 - (c) located on Matakana Island or Waiheke Island
- the rate of the allowance shall be \$1,200 per annum.

3.17.5 For a teacher whose full-time residence is:

- (a) in a locality with a population of less than 300 that is also more than 150kms from a population centre of more than 1,500 people; or
 - (b) located on Great Barrier Island or Stewart Island
- the rate of the allowance shall be \$2,200 per annum.

[Delete Appendix 1]

Note: *Puketitiri, Taharoa, Little Barrier Island, Kapiti Island, Kawau Island, Motuihe Island, Motutapu Island, Rakino Island and Rangitoto Island are not included in 3.17.4 or 3.17.5 above as there is no longer a school at these locations.*

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

Part 9 Employment Protection and Surplus Staffing Provisions

[Internal referencing to be updated]

9.1 School Restructuring and Reorganisation

- (a) The following provisions (clauses 9.2-9.37) set out the processes and entitlements applicable to permanent teachers where schools undergo a restructuring or reorganisation. Unless otherwise stated, **[insert clauses]** apply for school restructurings and **[insert clauses]** apply to school reorganisations.
- (b) Additional provisions relating to resource teachers where:
 - (i) the number of resource teachers in a cluster are to be reduced (clauses 9.38-9.42); or
 - (ii) where a resource teacher position is to be transferred between employing schools (clause 9.43).

9.2 Definitions for the Purposes of this Part

- (a) “Class of school” shall mean ‘primary’, ‘intermediate’, ‘secondary’, ‘composite’ as defined in section 145 of the Education Act.
- (b) “Designation” shall mean ‘contributing, area, restricted composite, special character, or kura kaupapa Māori as defined in sections 148, 149, 150, 151, 152, 155 and 156 of the Education Act.
- (c) “Decapitation” shall mean where a primary school is redesignated as a contributing school or a composite school is reclassified as a secondary school or a primary school.
- (d) ‘Employee’ shall mean a permanent employee of a school involved in a school restructuring or reorganisation process and includes an employee who is subject to any surplus staffing process that occurs as a consequence of a school restructuring or reorganisation process.
- (e) ‘Equivalent position’ shall mean employment in an equivalent position, in relation to the employee’s previous 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.
- (f) ‘Merit’ means the most suitable person and primarily includes assessment of qualifications, training, skills and experience.
- (g) ‘Reassignment’ (applies only to reorganisations) shall mean the process that applies to equivalent positions in the reorganised school.
- (h) ‘Reconfirmation’ (applies only to reorganisations) shall mean the process whereby employees without permanent units are transferred to suitable positions at the reorganised school. A suitable position is one which has similar duties and/or for which the applicant is appropriately qualified and experienced or could become so with reasonable access to re-training.
- (i) “Reorganising schools” shall be the schools determined by the Minister of Education in accordance with the State Sector Act 1988 section 77HA (3).
- (j) “Reorganised school” is the continuing school/s from the gazetted commencement date of reorganisation. This includes schools that have also decapitated or recapitated in addition to physically merging with another school or schools whether or not there is a change of class or designation.
- (k) ‘Restructuring’ is given the same definition as in section 69OI of the Employment Relations Act 2000 and includes:
 - (i) Contracting out; or
 - (ii) Selling or transferring the employer’s business (or part of it) to another person; but excludes mergers, and school reorganisations;
 - (iii) closure or change of class or designation of a school.

- (l) “School reorganisation process” shall mean a process which is Ministry of Education initiated and/or approved by the Minister in which the future class, or designation, or structure of a school is being reviewed in conjunction with the future class, or designation, or structure of any other school or schools. This may result in an amalgamation, merger, closure or change of class or designation for a school.
- (m) “Staffing needs analysis” in relation to a restructuring means the process used by the employer to identify surplus teacher(s) and/or unit holder(s) who are to lose units.
- (n) “Staffing needs analysis” in relation to a reorganised school means the process used by an employer to determine the staffing structure for the reorganised school.
- (o) “Surplus staffing options” means one of the following options an employee may choose if their position becomes surplus: redeployment, retraining, long service payment or severance payment.

9.3 Employment Protection and Surplus Staffing Provisions (Restructuring)

9.3.1 Notification

Where staffing requirements within a school are being reviewed by an employer and/or work undertaken by an employee covered by this Agreement will be, or is likely to be, undertaken by a new employer (whether or not the new employer is an “employer” defined in 1.6) the employer will notify the National Office of NZEI Te Riu Roa where one or more of the employees affected by the restructuring is a member of the union.

9.3.2 Subsequent process

In such circumstances the employer will meet with representative(s) of the union to:

- (a) Identify the issues the employee(s) wish to have considered by the new employer;
- (b) Ensure that all current terms and conditions of employment of the employee(s) are accurately recorded; and
- (c) Determine the process by which communications to/from the employee(s) will be conducted.

9.3.3 The employer will encourage the new employer to agree to the involvement of the union(s) in the processes described in clauses 9.1.4 and 9.1.5 below.

9.3.4 Having completed the process described in 9.1.2 above, the employer will meet with the new employer to:

- (a) Provide the new employer with details of the work currently performed by the employees concerned together with details of the terms and conditions of their employment; and
- (b) Seek a proposal for the employment of the affected employees by the new employer, including clarification of the terms and conditions upon which those employees would be offered employment by the new employer.

9.3.5 The following shall be matters for clarification under clause 9.1.4(b) and again should be read in conjunction with the surplus staffing provisions of this Agreement.

- (a) The number and type of positions that may be offered by the new employer to employees affected by the restructuring;
- (b) The terms and conditions of employment to be offered to those employees (including whether the employees will transfer to the new employer on the same terms and conditions of employment);
- (c) The arrangements, if required, for the transfer of any accrued benefits and entitlements in relation to those employees;
- (d) The arrangements, if required, for when and how offers of employment are to be made to the affected employees and the mode of acceptance, including whether any offers of employment made by the new employer will be conveyed through NZEI Te Riu Roa.

9.3.6 The process to be followed at the time of the restructuring to determine what entitlements, if any, are available for employees who do not transfer to the new employer are set out in the rest of this Part. Part 9.1 as a whole shall be read in conjunction with those provisions.

Note: Attention is drawn to the application of the State Sector Act 1988 section 77HA (restriction of compensation for technical redundancy arising from closure or merger of schools).

9.4 Attrition and Staffing Needs Analysis

9.4.1 Attrition

When a review shows that a staffing surplus will exist or a reduction in units is required the employer shall, at the first instance, consider in consultation with staff whether this staffing surplus and/or reduction in units can be absorbed by attrition.

9.4.2 Where Attrition Cannot Achieve the Reduction

If the required number of positions cannot be achieved through attrition and if a surplus staffing situation still exists, an identification of the teacher(s) to be deemed surplus will be made from among permanent teachers, pursuant to **clause 9A.4**. If attrition cannot achieve the reduction in the units required, **clause 9A.4** will apply.

9.4.3 Staffing Needs Analysis

The identification of the surplus teacher(s) and/or the identification of unit holder(s) who are to lose units will be made in the following manner:

- (a) The employer shall conduct a needs analysis in consultation with staff to identify the future management structure, curriculum and other staffing needs of the school which will determine:
 - (i) The most appropriate area(s) for the surplus position(s) to be identified from; and/or
 - (ii) The most appropriate area(s) within the staffing structure for the reduction of units to occur.
- (b) The processes set out in **clause 9A.4(c) and (d)** should be co-ordinated in cases where both positions and units are lost. Boards should ensure that the outcomes of the processes set out in **clause 9A.4(c) and (d)** are consistent with the needs analysis.

9.4.4 Determining surplus teachers

For determining the surplus teachers the following process shall apply:

- (a) If the needs analysis identifies a specific position, the teacher holding that position will be deemed surplus and the provisions of **clause 9A.6** will apply;
- (b) Where there is more than one position in the affected area(s) the remaining positions from the affected area(s) will be advertised internally;
- (c) The teachers from the affected area(s) will apply for those positions in their respective area(s);
- (d) Those positions shall be filled by applicants from the relevant affected area(s).
- (e) The teacher(s) not appointed as a result of this process will be deemed to be surplus and the provisions of **clause 9A.6** will apply.

9.4.5 Determining surplus units

For determining the unit holders who are to lose units the following process shall apply:

- (a) If the needs analysis identifies a specific position, the teacher holding that position will be deemed to be the teacher who is to lose or have a reduction in unit(s). That teacher will have access to the salary protection arrangements specified in **clause 9A.5**;
- (b) If a needs analysis identifies an area(s) involving more than one position, the employer shall develop descriptions of the roles and responsibilities associated with the unit(s), including the number of units to be allocated to each position, which shall be advertised internally. The position(s) shall have the remaining units available in the affected area(s) allocated to them. No teacher shall receive more units than she/he held before the review;
- (c) Teachers from the affected area(s) shall apply for the positions within the relevant affected area(s);
- (d) The teacher(s) who loses her/his unit(s) will be the teacher(s) appointed to a position with either a reduced number of units or no units allocated to it. Those teachers will have access to the salary protection arrangements specified in **clause 9A.5**.

9.5 Salary Protection When Units Lost

Where a teacher permanently appointed to a position to which unit(s) are allocated loses unit(s) or has the position altered in status because of the application of these provisions, the following salary protection arrangements shall apply:

- (a) Where the allocation has been made on a permanent basis, the period of protection shall be one year while the teacher continues to hold a position in the school;

- (b) Where the allocation has been made on a fixed term basis, the period of salary protection shall be for the lesser of the term of the appointment agreed or for a maximum of one year while the teacher continues to hold a position at the school;
- (c) In no case under **clause 9A.4 or clause 9A.5** 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.

9.6 Entitlements When Assistant or Deputy Principal Loses Units

Where a school is required to identify a teacher as surplus and a teacher designated as assistant or deputy principal loses all her/his units as a result of the review of staffing, that teacher designated assistant or deputy principal may volunteer to be considered under the identification process set out in **clause 9A.6** below or elect the provisions contained in **clause 9A.7**.

9.7 Distribution of Units Subsequently Allocated to School

- 9.7.1 Where the number of unit(s) held by a teacher is reduced, should any subsequent units be allocated to the school that teacher shall be entitled to have those unit(s) allocated to them, up to the number of units held by the teacher prior to the reduction and within the period of salary protection, i.e. within one year of the reduction.
- 9.7.2 Should units be reduced for more than one teacher, those teachers will have any new units allocated to them in the order that the reduction occurred.
- 9.7.3 Where two or more teachers lose units at the same time and subsequently the school gains new units but does not have sufficient units to reinstate units to all the teachers who had their units reduced, those teachers shall be entitled to apply to have their units reinstated. The employer shall decide which of these teachers the new units(s) will be allocated to.

9.8 Overview of Staff Surplus Options

- 9.8.1 Retention of teachers' primary focus
 - (a) The primary focus of these provisions is to retain qualified teachers in the teaching service. Therefore, where a teacher's position is to be disestablished, as a result of the above process, the redeployment and retraining options must in the first instance be thoroughly explored by the employer in consultation with the employee.
 - (b) The severance and long service provisions will only be offered by the employer after the redeployment and retraining options have been thoroughly explored by the employer in consultation with the employee and these options are considered inappropriate in the circumstances.
- 9.8.2 Limited availability of surplus staffing options to part-time permanent teachers
 - (a) Once the surplus teacher(s) have been identified and before the date the surplus staffing takes effect, the options set out below will be considered for permanently employed teachers.
 - (b) For part-time teachers the following provisions only apply if the identification process requires a complete reduction of the hours they are employed to work.
 - (c) Where the needs analysis requires a part reduction in hours for a part-time teacher they will be given two months' notice of the reduction in hours and the provisions below will not apply.

9.9 Redeployment and Retraining

In the first instance the employer in consultation with the employee will thoroughly explore whether the teacher can:

- (a) *Redeployment/supernumerary* – be redeployed for 30 school weeks within the school or at any other school requested by the teacher with the approval of the original Board and of the Board of that other school. During this time the teacher shall continue to seek a suitable alternative position; or
- (b) *Retraining* – undertake a suitable course of retraining approved by the Secretary, for 30 school weeks which enhances or upgrades the teacher.

9.10 Redeployment Process

- 9.10.1 The following redeployment/supernumerary procedures shall apply to a permanently employed teacher who is redeployed under **clause 9A.7(a)**.
- 9.10.2 The employer shall assist the teacher to find a suitable alternative position and will meet the reasonable costs of attending relevant interviews.
- 9.10.3 Where a teacher elects redeployment under **clause 9A.7(a)** and a position at the same or lower level becomes vacant at the school at which the teacher is redeployed (or with the teacher's original Board where the teacher has been redeployed to a different school) the teacher shall be offered the vacant position unless the position is either a Māori immersion teacher or special education teacher position requiring skills not possessed by the teacher.
- 9.10.4 Where a teacher declines placement under **clause 9A.8.2** at the same level or declines a reasonable offer of appointment at the same or higher level from another Board, that teacher's employment shall be terminated without further compensation.
- 9.10.5 A teacher may, during their period of redeployment, subject to agreement between the teacher and their employer, undertake a defined special project(s) of work.
- 9.10.6 At the end of the period of redeployment if a permanent position has not been secured the teacher's employment shall be terminated. If the employment is likely to be terminated in these circumstances the Board of Trustees shall advise the teacher in writing of this not less than one month before the expiry of the period of redeployment.

9.11 Availability of Surplus Staffing Options and Removal Expenses

- 9.11.1 Where either:
- (a) A school is merged and the teacher is not placed in a position in the continuing school; or
 - (b) A school is closed;
- the teacher will have all of the surplus staffing options available to them. Continued employment may be approved by the Secretary for up to a further one term.
- 9.11.2 If a transfer of location is involved, teachers employed under **clause 9A.7(a)** may elect to be reimbursed removal expenses according to Part 6 of this Agreement in one or another but not both of the following circumstances:
- (a) Where the teacher transfers to another school to continue employment pursuant to **clause 9A.7(a)**; or
 - (b) Where the teacher transfers to a school where they have been appointed to a new permanent position.

9.11 Provisions for Retraining

The following shall apply to a teacher who is retraining under **clause 9A.7(b)**:

- (a) There is no requirement on the employer to meet any costs and expenses of training, including course fees;
- (b) At the end of the period of retraining if a permanent position has not been secured the teacher's employment shall be terminated. If the employment is likely to be terminated in these circumstances the Board of Trustees shall advise the teacher in writing of this not less than one month before the expiry of the period of retraining.
- (c) If a vacancy occurs at the school after confirmation of the retraining option the position may be offered to the teacher. The teacher may elect to accept the position or continue with the retraining option.
- (d) Payment of the 30 school weeks of retraining will commence at the start of the school year or two months after notice of disestablishment of the teacher's position (if the surplus is not generated as a consequence of the September Staffing Notice).

9.12 Long Service Leave and Severance Provisions

Where the options outlined in **clause 9A.7(a) and (b)** have been thoroughly explored and no such option is suitable, the employer shall offer a teacher either:

- (a) *Long Service Payment* - to be paid a long service payment to assist a teacher, with not less than twenty-five years' service, to retire from the teaching service. The payment will be equivalent to twenty-six weeks salary at the time of termination; or
- (b) *Severance* - to be paid a severance payment based on the following table:

Length of Service	Weeks of Payment (Ordinary Pay)
Up to 3 years	7 weeks
Over 3 and up to 5 years	15 weeks
Over 5 years	23 weeks

9.13 Payment of Long Service and Severance Provisions

Payment of severance or long service payment under **clause 9A.10** is subject to the following provisions:

- (a) Where a teacher who has received a severance payment or long service payment commences permanent employment in a state or state-integrated school within a number of weeks which is less than the number of weeks of payment received under **clause 9A.10** the teacher shall refund the difference between the number of weeks for which they were without employment and the number of weeks for which severance or long service payment was received;
- (b) Payment under this provision is conditional on the teacher finishing on an agreed date. That date should be no less than two months from the date of disestablishment of the position unless a shorter period is mutually agreed, but may be longer depending on the educational needs of the school. Where the teacher resigns her/his position or is appointed to another permanent teaching position in a state or state-integrated school before the date of payment, no payment will be made;
- (c) Any teacher receiving the severance payment or long service payment will be deemed to have been paid in full for service to that date for the purpose of calculating service for any future sick leave, severance, or long service payment entitlements. Provided that a teacher who is subject to **clause 9A.11(a)** shall receive pro rata reinstatement of these service entitlements;
- (d) For the purpose of these provisions ordinary pay is defined as basic taxable salary plus regular taxable allowances paid on a continuous basis as at the effective date that the surplus staffing takes effect. For teachers on leave without pay, ordinary pay shall be the ordinary pay at the time of taking leave;
- (e) For the purpose of **clause 9A.11** "service" is defined as the aggregate of all employment as a teacher in state or state-integrated schools and/or service as a trained and certificated teacher in the employment of a Free Kindergarten Association and any credit (to a maximum of five years credit) given for time spent on childcare pursuant to clause 8 of Appendix 6 of this Agreement.

9.14 Surplus Staffing Provisions for Speech Language Therapists

- 9.14.1 When a review shows that a Speech Language Therapist (SLT) staffing surplus will exist the employer shall, at the first instance, consider in consultation with SLT staff whether this staffing surplus can be absorbed by attrition.
- 9.14.2 If the required number of positions cannot be achieved through attrition and if a surplus staffing situation still exists, an identification of the SLT(s) to be deemed surplus will be made from among permanent SLT(s), through a fair and transparent process.
- 9.14.3 Once the surplus SLT(s) has been identified and before the date the surplus staffing takes effect, the options described in **clauses 9A.7 to 9A.11** will be available to that SLT(s). For the purposes of this provision, any reference to "teacher" in **clauses 9A.7 to 9A.11** shall be read as a reference to a SLT.

9.15 Surplus Staffing Provisions for Resource Teachers

The provisions of **clause 9A** shall apply to Resource Teachers. 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.

9.16 Changing Status to Kura Kaupapa Māori

In the event of staffing needs being reviewed as a result of a school changing to a kura kaupapa Māori or a school which will provide level 1, 2 or 3 Māori immersion programmes, all of the surplus staffing provisions will apply to teachers so affected and required to transfer out.

9.17 Employment Protection and Surplus Staffing Provisions (Reorganisations)

9.17.1 Resource teachers excluded from process unless determined otherwise
Resource teachers attached to a school shall not be included in a school reorganisation process and employment will be continued, except as specifically identified by the Ministry of Education. The Ministry of Education shall notify NZEI Te Riu Roa of any such exception immediately.

9.17.2 Purpose of provisions

- (a) These provisions recognise the unique processes applicable to staff employed in schools involved in school reorganisation processes. In all processes, the principles of the “good employer” as contained in Part 7A of the State Sector Act 1988 shall apply.
- (b) The purposes of these provisions are to:
 - (i) Provide, as far as is possible, employment protection for employees involved in a school reorganisation process;
 - (ii) Provide a process that facilitates a fair and orderly transition from existing to new arrangements;
 - (iii) Ensure an appropriate management structure is in place to enable the reorganised school to function efficiently and effectively;
 - (iv) Ensure continuity of curriculum delivery at the schools involved in a school reorganisation process and at the reorganised school;
 - (v) Ensure that as many employees as possible currently employed are re-assigned or re-confirmed to positions in the reorganised school/s;
 - (vi) Ensure the curriculum, management and pastoral needs of the reorganised school are met.

9.18 Notification of a School Reorganisation Process

The Secretary shall notify NZEI Te Riu Roa of the initiation of a school reorganisation process, and the schools involved in that process, as follows:

- (a) Upon the Minister of Education’s announcement of a school reorganisation process; or
- (b) At the date the Minister of Education approves an application for two or more schools to enter into a school reorganisation process.

9.19 Employment Protection During a School Reorganisation Process

9.19.1 The provisions of this clause shall remain in place and apply to all schools involved in a particular school reorganisation process until the surplus staffing process of all involved schools is complete.

9.19.2 Filling of vacancies

All staff vacancies that arise at all schools involved in a school reorganisation process following the announcement as described in **clause 3** above shall be filled with temporary appointments. However, if curriculum delivery is threatened, the employer may determine that, in consultation with the Ministry of Education, any such position may be made permanent, subject to any staffing limitations. This restriction applies until the completion of the reassignment/reconfirmation process and notification period, except as provided elsewhere **in this Appendix**.

9.19.3 Attrition

Throughout the school reorganisation process and subsequent staff surplus process the employer shall attempt to meet any reduction required by the use of attrition. No school, identified as being a part of a school reorganisation process shall be required to undergo a staffing needs analysis until the completion of the school reorganisation process as described **in this Appendix**.

9.20 Announcement of the Final Outcome of a School Reorganisation Process

9.20.1 At the conclusion of the school reorganisation process the Secretary shall announce the final class, designation or structure for the schools involved in the school reorganisation process.

9.20.2 The final announcement shall identify the schools as follows:

- (a) Retained unchanged or recapitated
- (b) Closed
- (c) Decapitated but not reorganised
- (d) Reorganised.

9.20.3 Each identified school shall then proceed with a Staffing Needs Analysis in accordance with **this Appendix**.

9.20.4 In regard to the staffing needs analysis the provisions of **clause 6** shall apply to closed or decapitated but not reorganised schools and the provisions of **clause 7** shall apply to reorganised schools.

9.21 Staffing Needs Analysis for a Closure of a School or a Decapitated but not Reorganised School

9.21.1 Where a school closes no needs analysis shall be done and all employees shall be entitled to the provisions of clause 17 of this Appendix except where a school directly affected by the school reorganisation process has an equivalent position and this is offered to an employee.

9.21.2 Where a school is decapitated but not reorganised:

- (a) the provisions of **Part 9 of this Agreement** shall be used to conduct the needs analysis.
- (b) any employee(s) identified as surplus as a result of the needs analysis shall be entitled to the provisions of **clause 17 of this Appendix** except where a school directly affected by the school reorganisation process offers an equivalent position to an employee.

9.22 Staffing Needs Analysis for Reorganised Schools

9.22.1 The needs analysis shall determine the staffing structure for the reorganised school. This will be conducted by representatives of all the Boards which are being restructured, reclassified or redesignated to form the reorganised school/s (the joint schools' committee). Where applicable this will include representation from the establishment Board of a newly created school.

9.22.2 This committee shall conduct a needs analysis in consultation with employees and NZEI Te Riu Roa.

9.22.3 The needs analysis shall analyse:

- (a) The current staffing usage at the reorganising schools; and
- (b) The subjects taught at each year level over recent years; and
- (c) the likely curriculum, pastoral, and management requirements of the reorganised school(s); and
- (d) The positions that will be allocated permanent units; and
- (e) Position/s with permanent units, if any, that will be designated as assistant or deputy principal under **clause 3.10.6 of this Agreement**.

9.22.4 As a result of this process, draft staffing schedules shall be developed and made available to each employee, and to the nominee(s) of NZEI Te Riu Roa, for comment and feedback to the employer.

9.22.5 No less than ten (10) working days be made available for this feedback to occur before any further step is taken, unless otherwise agreed between the reorganised school and NZEI Te Riu Roa.

9.22.6 If there are alterations to these drafts, the amended versions shall also be made available for a further five (5) working days.

9.23 Expressions of Preference in Teaching Positions

- 9.23.1 When the new staffing structure is announced, the employer shall invite all employees of the reorganising schools to express a preference (or preferences) in writing, for a teaching position (or positions) at the reorganised school. For the purpose of this clause “employer” shall mean the continuing Board.
- 9.23.2 Employees shall have at least seven (7) days’ notice of the closing date for expressions of preference in the position(s) at the reorganised school.
- 9.23.3 The employer shall acknowledge in writing any expression of interest arising under this clause.

9.24 Voluntary Options

- 9.24.1 Following the announcement of the final staffing structure, the employer shall seek written expressions of interest in the following voluntary options. For the purpose of this clause “employer” shall mean the continuing Board.
- (a) *Redeployment/supernumerary employment* of 40 (forty) school weeks at any of the reorganised school/s involved in the particular school reorganisation process (clauses 17.2-17.9);
 - (b) *Redeployment/supernumerary employment* of 30 (thirty) school weeks in another school (clauses 17.2-17.9);
 - (c) *Retraining* (clause 17.10);
 - (d) *Long-service payment*; (clause 17.11);
 - (e) *Severance* (clause 17.12).
- The employer shall acknowledge in writing any expression of interest arising under this clause.

- 9.24.2 Employees may continue to volunteer for the options without prejudice or withdraw from them at any point following the announcement of the final staffing structure, providing the employer has not already accepted the offer in writing.
- 9.24.3 The employer shall not be bound to agree to any voluntary offer. The employer’s decision shall be final.

9.25 Reconfirmation/Reassignment

Where any employee directly affected by a school reorganisation declines the offer of reconfirmation or reassignment to an equivalent position in a reorganised school, that employee’s employment shall be terminated without further compensation pursuant to State Sector Act 1988 section 77HA.

9.26 Reconfirmation Process

- 9.26.1 The employer shall reconfirm (as defined in clause 10.1(a) above) employees to suitable positions at the reorganised school. Reconfirmation may be to an employee’s preferred position or to a position for which they are appropriately qualified and experienced.
- 9.26.2 Where there are two or more employees eligible for re-confirmation to a single position, the employer shall reconfirm the most suitable candidate(s) based upon merit.
- 9.26.3 Employees who are not reconfirmed in a position in which they have expressed interest at the reorganised school may, by mutual agreement, be reconfirmed in any vacant position for which they could become suitable with reasonable access to retraining.

9.27 Reassignment Process

- 9.27.1 If an employee expresses a preference for a position that is determined to be the equivalent of his/her current position, and she/he is the only suitably qualified and experienced employee for that position, she/he shall be reassigned to that position, subject to the provisions in this section.
- 9.27.2 Employees may be reassigned to the employee’s preferred position or to a position for which they are appropriately qualified and experienced.

- 9.27.3 Where there are more employees in positions that are equivalent, than there are such positions at the reorganised school, the employer shall seek internal applications for the position(s) from those employees and shall reassign the most suitable candidate(s) based upon merit.
- 9.27.4 The number of units held by an employee shall not on its own give a greater or lesser entitlement to an equivalent position at the reorganised school.
- 9.27.5 Employees who are not appointed to an equivalent position at the reorganised school may, by mutual agreement and consistent with the reassignment process above, be appointed to any vacant position for which they could become suitable with reasonable access to retraining.
- 9.27.6 An employee who was designated as an Assistant/Deputy Principal at a reorganising school and who is not appointed to a position with an Assistant/Deputy Principal designation as a consequence of the reassignment process, may elect to access the provisions in **clause 17 of this Appendix** except as provided in **clause 10.2**.
- 9.27.7 In a situation where an employee accepts a position or reassignment to a position with lesser remuneration (i.e. salary plus units) the provisions of **clause 15** shall apply.

9.28 Filling Unfilled Positions Following Reconfirmation/Reassignment process

9.28.1 Purpose

The purpose of these provisions is to provide opportunities for employees directly affected by the closure of their school to gain employment in the reorganised school. The final decision to make any or all appointments, to the vacant positions, lies with the Board of the reorganised school.

9.28.2 Process for filling unfilled positions in reorganised schools

- (a) At the completion of the reconfirmation and reassignment processes described in **clauses 11 and 12** above, every unfilled position in the reorganised school shall, in the first instance, be advertised in all the other schools which are identified as being part of the school reorganisation process in accordance with **clause 3.1 of this Appendix** and section 77 HA 3 of the State Sector Act 1988 and which are being closed as a result of that process.
- (b) Employees whose positions were disestablished at any other school which is identified as being part of the school reorganisation process as described in **clause 13.2** and is being closed as a result of that process, may seek appointment to any position advertised at the reorganised school.
- (c) Where there are unfilled positions in a reorganised school and where there are applicants from the closing school, the Board of the closing school may nominate a parent member of its Board to participate in the appointment process except for the decision making process.
- (d) Employees whose positions were disestablished at any other school which is identified as being part of the school reorganisation process and is being closed as a result of that process may, by mutual agreement, be appointed to any vacant position for which they could become suitable with reasonable access to retraining.
- (e) Where the employer makes an offer of an equivalent position as defined in section 77HA (2) of the State Sector Act 1988 to an applicant from the closed school and that applicant chooses not to accept the offer, section 77HA of the State Sector Act 1988 applies whether or not the employee applied for the position.
- (f) If, at the completion of the processes described in **clauses 13.1-13.6 above**, any position or positions remain unfilled, they may be advertised externally.

9.29 Notice and Disestablishment of Positions

- 9.29.1 Any employee who is not reconfirmed or reassigned shall be deemed to have had their position disestablished and **clause 17.1** shall apply.
- 9.29.2 A minimum of two months' notice shall be given of all positions which are to be disestablished.
- 9.29.3 Employees whose positions are disestablished, and who have not already identified voluntary options, shall be offered the options identified in **clause 17.1** at least two months before the effective date of disestablishment.

- 9.29.4 If, during the two-month notice period, a suitable permanent position arises at the reorganised school or any of the schools involved in the merger process, the employee may seek appointment to that position and if he/she is suitably qualified and experienced he/she shall be appointed to that position.
- 9.29.5 The options identified in **clause 17.1** shall be available at the date of disestablishment.
- 9.29.6 If no staff surplus option is elected by the employee by the effective date of disestablishment, the employee will be deemed to have redeployment/ supernumerary status in the reorganised school.

9.30 Units and Salary Protection for Reconfirmed and Reassigned Teachers

Note: For the purpose of this clause 'full salary' shall mean base salary plus units.

- 9.30.1 All holders of permanent units who are reconfirmed or reassigned to positions at the reorganised school that have less units, and/or represents the loss of Assistant or Deputy Principal designation shall have full salary protection for one year from the date of disestablishment of those units and/or loss of designation.
- 9.30.2 Fixed term units already allocated to employees prior to the announcement of the initiation of a school reorganisation process described in **clause 3** shall continue until the agreed expiry date of those units where the employee is reconfirmed or reassigned at the reorganised school.
- 9.30.3 Attention is drawn to **clause 3.10.1 of this Agreement**, which requires the employer to consult with teachers in developing a policy to determine the use of units.

9.31 Reduction of Hours for Permanent Part-time Teachers Offered a Position

- 9.31.1 A permanent part-time teacher who is offered a position with reduced hours at the reorganised school may elect either:
- (a) That the position has been disestablished and the provisions of **clause 17** shall apply; or
 - (b) To accept the position in which case a partial redundancy payment will be payable by the employer.
- 9.31.2 Partial redundancy compensation will be calculated on the basis of applying the severance pay formula described in **clause 17.12 of this Appendix** to the reduction in salary rate between the two positions. This compensation shall be paid as an allowance over the number of weeks of entitlement. Should the employee's salary rate increase over this period the allowance will be reduced or removed accordingly.

9.32 Staff Surplus Entitlements in Reorganising Schools

Note: the provisions in this clause are not in addition to the staff surplus provisions in **Part 9 of this Agreement**.

- 9.32.1 Employees in a disestablished position are entitled to elect one of the following options:
- (a) *Redeployment/supernumerary* –
 - (i) be redeployed for 40 school weeks within the reorganised school, or
 - (ii) be redeployed for 30 school weeks at any other school requested by the employee with the approval of the original Board and of the Board of that other school; or
 - (iii) where the employee has been directly affected by their school's closure, be redeployed for 40 school weeks in any other school requested by the employee with the approval of the Board of that other school.During this time the employee shall continue to seek a suitable alternative position; or
 - (b) *Retraining* - undertake a suitable course of retraining approved by the Secretary, for 30 school weeks which enhances or upgrades the employee; or
 - (c) *Long service payment* as per **clause 17.11**; or
 - (d) *Severance payment* as per **clause 17.12**.

9.33 Redeployment Supernumerary Process

- 9.33.1 The following redeployment/supernumerary procedures shall apply to a permanently employed employee who is redeployed under **clause 17.1(a)**.
- (a) The employer shall assist the employee to find a suitable alternative position and will meet the reasonable costs of attending relevant interviews.
 - (b) Where an employee elects redeployment under **clause 17.1(a)** and a position at the same or lower level becomes vacant at the school at which the employee is redeployed, the employee shall be offered the vacant position unless the position is either a Māori immersion teacher or special education teacher position requiring skills not possessed by the employee.
 - (c) Where an employee declines placement under **clause 17.4** at the same level or declines a reasonable offer of appointment at the same or higher level from another Board, that employee's employment shall be terminated without further compensation.
 - (d) An employee may, during their period of redeployment, subject to agreement between the employee and their employer, undertake a defined special project(s) of work.
 - (e) At the end of the period of redeployment if a permanent position has not been secured the employee's employment shall be terminated. If the employment is likely to be terminated in these circumstances the Board of Trustees shall advise the employee in writing of this not less than one month before the expiry of the period of redeployment.
 - (f) If a transfer of location is involved, employees employed under **clause 17.1(a)** may elect to be reimbursed removal expenses according to Part 6 of this Agreement in one or another but not both of the following circumstances:
 - (i) Where the employee transfers to another school to continue employment pursuant to **clause 17.1(a)**; or
 - (ii) Where the employee transfers to a school where they have been appointed to a new permanent position.
 - (g) Upon termination of the supernumerary period as per **clause 17.1(a)(i) or clause 17.1(a)(iii)**, employees who complete their supernumerary period and have yet to secure a permanent position in another state or state-integrated school, will retain an entitlement to removal expenses as per Part 6 of this Agreement for a period of 12 months from the cessation of their supernumerary employment. This entitlement will cease on permanent appointment to another teaching position in a state or state-integrated school.

9.34 Retraining

The following shall apply to an employee who is retraining under **clause 17.1(b)**:

- (a) There is no requirement on the employer to meet any costs and expenses of training, including course fees.
- (b) At the end of the period of retraining if a permanent position has not been secured the employee's employment shall be terminated. If the employment is likely to be terminated in these circumstances the Board of Trustees shall advise the employee in writing of this not less than one month before the expiry of the period of retraining.

9.35 Long Service Payment

An employee may elect to receive Long Service Payment in accordance with **clause 17.1(c)**. To be entitled to a long service payment the employee must have not less than twenty five years' service. The payment will be based on the following table at the time of termination.

Length of Service	Weeks of Payment
Over 25 and up to 30 years	25 weeks
Over 30 years	30 weeks

9.36 Severance

An employee may elect to receive a severance payment in accordance with **clause 17.1(d)**. Severance is to be paid based on the following table:

Length of Service	Weeks of Payment (Ordinary Pay)
Up to 3 years	7 weeks
Over 3 and up to 5 years	15 weeks
Over 5 years	23 weeks

9.37 Payment of long service payment or severance

9.37.1 A payment in respect of long service payment or severance under **clauses 17.11 or 17.12** is subject to the following provisions:

- (a) Where an employee who has received a long service payment or severance commences permanent employment in a state or state-integrated school within a number of weeks which is less than the number of weeks of payment received under **clauses 17.11 or 17.12** the employee shall refund the difference between the number of weeks for which they were without employment and the number of weeks for which severance or long service payment was received;
- (b) Payment under this provision is conditional on the employee finishing on an agreed date. Where the employee resigns her/his position or is appointed to another permanent teaching position in a state or state-integrated school before the date of payment, no payment will be made;
- (c) Any employee receiving the long service payment or severance payment will be deemed to have been paid in full for service to that date for the purpose of calculating service for any future sick leave, severance, or long service payment entitlements. Provided that an employee who is subject to **clause 17.13(a)** shall receive pro rata reinstatement of these service entitlements;
- (d) For the purpose of these provisions ordinary pay is defined as basic taxable salary plus regular taxable allowances paid on a continuous basis as at the effective date that the surplus staffing takes effect. For employees on leave without pay, ordinary pay shall be the ordinary pay at the time of taking leave.

Note: For the purpose of **clauses 17.11 and 17.12** "service" is defined as the aggregate of all employment as a teacher in state or state-integrated schools and/or service as a trained and certificated teacher in the employment of a Free Kindergarten Association and any credit (to a maximum of five years credit) given for time spent on childcare pursuant to Appendix 6 of this Agreement.

9.38 Surplus Staffing Process Applicable to Resource Teachers

9.38.1 Reduction of resource teachers within cluster.

The following process is for Boards/clusters to follow where they are required to reduce the number of resource teachers employed within their cluster should be read in conjunction with the other clauses in Part 9.

9.38.2 Process for notification

The notification process for reducing the number of resource teachers is that the Ministry of Education notifies employing Boards in affected clusters, NZEI Te Riu Roa and NZSTA that they are overstaffed for Resource Teachers:

- (a) 1 March: Ministry of Education identifies clusters that are over-staffed based on March role return. Employing Board informed if there is a possibility of over-staffing for the following school year.
- (b) 1 July: Ministry of Education sends out notices of withdrawal of funding the following school year for positions to Boards of affected schools.

a.38.3 Consultation and attrition

- (a) The cluster convenes to discuss the needs of the cluster in light of having to reduce Resource Teacher positions.

- (b) In consultation with Resource Teachers within the cluster, the cluster attempts to meet the required reduction through attrition.
- (c) If attrition does not achieve the required reductions the cluster notifies the relevant parties and facilitates a surplus staffing committee within the cluster comprised of one representative from each employing school Board of Trustees in the cluster, provided that where there are fewer than three employing schools within the cluster the surplus staffing committee will invite participation from other Boards within the cluster to ensure that the surplus staffing committee comprises representatives of no less than three Boards.

9.38.4 Staffing needs analysis and criteria

- (a) In identifying positions for disestablishment the committee will conduct a needs analysis in consultation with the resource teachers within the cluster in accordance with **clause 9A.4(c)** of this Agreement, provided that, the criteria to be applied in order to identify the position(s) shall be as set out in the table below. This is in place of the criteria described in **clause 9A.4(a)** of this Agreement.

Current situation	Future needs
<ul style="list-style-type: none"> ▪ positions ▪ allocation policies ▪ specific Resource Teacher characteristics¹ ▪ Resource Teachers caseloads ▪ employer schools ▪ roll numbers and distribution 	<ul style="list-style-type: none"> ▪ positions ▪ allocation policies ▪ specific Resource Teacher characteristics ▪ employer schools ▪ projected roll number and distribution changes

- (b) If the needs analysis does not result in the identification of the teacher(s) whose position(s) will be disestablished, duration of service in the cluster of Resource Teachers may be applied as an additional criterion.

9.38.5 Notification of disestablished positions and entitlements

- (a) The surplus staffing committee on behalf of the cluster shall formally notify the employing school Board(s) of position(s) identified for disestablishment.
- (b) The employing Board notifies its affected Resource Teacher(s) of the disestablishment of their position(s)².
- (c) If disestablishment occurs, **clauses 9A.5-9A.11 (inclusive)** of this Agreement will apply.

9.39 Transfer of resource teacher to another employing school within cluster

This process is separate to the one outlined **in Part A** above.

- (a) Where the cluster committee decides that a Resource Teacher position is to be transferred between employing schools within the cluster, the current employer shall disestablish the position, and the new employer must offer the transferred position to the Resource Teacher in the disestablished position as a priority right of appointment.
- (b) If the employee declines the new position then the position is offered to any Resource Teachers who have had their position disestablished but not transferred. Where there are more disestablished Resource Teachers than unfilled transferred positions a normal appointments process would follow for those Resource Teachers. If a position remains unfilled after this process it is advertised nationally.
- (c) If the employee declines a transfer to a suitable position³, the employee shall not be entitled to receive any payment or other benefit (including surplus staffing entitlements) on the ground that his or her position has ceased to exist. If the position is not considered a suitable position and the employee declines a transfer then the employee shall be entitled to the surplus staffing entitlements outlined **in Part 9** of this Agreement.

¹ Specific characteristics – sector background (primary/secondary experience); Māori language speaker (where immersion students present); Resource Teachers Māori.

² Employer may elect to retain the position – resourced from its own funds.

³ A 'suitable position' is a position that is:

- generally similar in role, duties and status; and
- requires similar qualifications, training, skills and experience but may have a different title/or unit allocation; and
- is in the same general locality; and
- 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

[Delete Appendix 5 Part C].

[Delete Appendix 8].