

Staff Leave

Background, purpose and scope

1. **Background:** Bombay School makes available various types of leave to eligible employees in accordance with legislative requirements and contractual agreements.
2. **Purpose:** The purpose of this policy is to describe the various forms of leave from work available to eligible employees of Bombay School.
3. **Scope:** This policy applies to all eligible employees who are employed under an Individual Employment Agreement or a Collective Employment Agreement.
4. **Sick Leave :**

4. Bombay School shall grant sick leave on full pay as set out below.

The following sick leave allocation applies to all teachers.

A teacher who was employed by Bombay School immediately prior to 1 July 1992 shall have their transitional sick leave entitlement calculated on the basis set out in clause 4.1.4.

4.1.2 Minimum Entitlement

A teacher who works for Bombay School for a period of more than six months, or who has service recognised for the purposes of sick leave (as defined in clause 4.2) which exceeds 6 months, shall be entitled to 5 days sick leave on pay on account of sickness or injury, in each ensuing period of 12 months. Unused sick leave under this provision may be accumulated and used at a later date but the next year's entitlement cannot be anticipated.

4.1.3 Additional Entitlement

In addition to the entitlement in 4.1.2, the following sick leave shall be granted:
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

1. Unused sick leave granted under Table A can be accumulated and used at a later date.
2. In exceptional circumstances Bombay School may grant sick leave with pay in anticipation of future entitlements under Table A, provided that no extension may be granted beyond 106 days. Before approving any such extension Bombay School shall ensure that any extension complies with any funding arrangements applying to the school.

4.1.4 Transitional Sick Leave

A teacher who was employed by Bombay School immediately prior to 1 July 1992 shall have their sick leave entitlement calculated on the following basis:
Table B

LENGTH OF SERVICE	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

1. A teacher shall be entitled to the balance of the sick leave on pay that that teacher was entitled to as at 30 June 1992 as determined from Table B above.
2. If the balance of sick leave under this clause works out at less than 5 days per year then the teacher shall be entitled to up to 5 days sick leave on pay per year.
3. Once the teacher has completed a single period of service in Table B (e.g., over 5 years and up to 10 years) the sick leave on pay provisions in clause 4.1.2 and clause 4.1.3 shall apply. The teacher's entry point on Table A shall be worked out according to the teacher's years of service (service for this purpose is defined in 4.2).
4. Any sick leave entitlement under Table B remaining after the completion of the relevant period of service and any other sick leave entitlements under this agreement shall be accumulated.
5. In exceptional circumstances Bombay School may grant sick leave with pay in anticipation of future entitlements under Table B, provided that no extension may be granted beyond 306 days. Before approving any such extension Bombay School shall ensure that any extension complies with any funding arrangements applying to the school.

4.1.5 The provisions of this clause regulate the application of paid sick leave under clauses 4.1.2, 4.1.3 or 4.1.4.

1. sick leave is to be debited on the basis of days of absence where absence does not exceed five consecutive working days ; or
2. on the basis of continuous days, including intervening weekends, where the absence exceeds five consecutive working days;
3. public holidays and school vacations that fall during a period of paid sick leave do not count as leave.
4. no deduction will be made for absences of less than two hours.

4.1.6 The provisions of this clause regulate the application of paid sick leave under clause 4.1.2, 4.1.3 or 4.1.4 to care for a member of the teacher's household.

1. Bombay School shall grant up to 20 days per annum sick leave with pay, as a charge against the teacher's sick leave when the teacher is absent from work to attend a member of her or his household who, through illness, is dependent

upon the teacher. Bombay School may grant additional paid leave as a charge against the teacher's sick leave in accordance with this clause.

Note: A member of the teacher's household includes the teacher's spouse or partner, children, grandchildren, parents or any relative or person who is demonstrated to have a dependency on the teacher.

1. When in excess of five days sick leave is taken by the teacher, for reasons of their own sickness or injury or to care for a member of the teacher's household as provided for in 4.1.5(d), a current medical certificate from a registered medical or dental practitioner must be produced if Bombay School so requires.

Sick Leave Service

1. The total period of the service which determines the sick leave entitlement outlined in 4.1.2, 4.1.3 or 4.1.4 shall be the aggregate of employment as a teacher or principal in:
 1. a New Zealand state or state integrated school;
 2. a New Zealand free kindergarten association, university, or polytechnic;
 3. Fiji, Cook Islands, Tonga, Western Samoa or Niue
2. The following service as a teacher or principal is counted as full-time:
 1. fulltime service;
 2. permanent part-time service;
 3. non permanent part-time service that consists of employment for 20 hours or more per week.
3. Non-permanent part-time teaching service of less than 20 hours per week is assessed on the basis that 80 hours equals one month's service or 1000 hours equals one year's service.
4. Service in the New Zealand Public Service and/or Armed Forces may be converted to teaching sick leave entitlement on such terms as the Secretary for Education may agree. Deductions for sick leave taken from transferred New Zealand Public Service and/or Armed Forces service shall be converted to deductions from the teacher's sick leave entitlement using the formula $T/P*S=E$ where:

T = Teacher's sick leave entitlement on years of service;
 P = Public Servants' sick leave entitlement on years of service;
 S = Sick Leave taken as a Public Servant;
 E = Equivalent number of days of sick leave as if taken as a teacher.

Note 1: For the calculation of the sick leave entitlement, the total period of service will continue to include employment as a teacher or principal by a former education board, a secondary school board, a private school which has

become integrated, a community college, a technical institute, a teacher's college, the former Department of Education or an agricultural college.

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

- *study time while a teacher or principal is not employed in the education service, or when on leave without pay of more than 90 calendar days,*
- *teaching in private schools (except for teachers or principals in private schools which become integrated,*
- *teaching overseas except in the Pacific countries listed in clause 7.4(a)iii above,*
- *trade service, or*
- *service as a member of the armed forces of another country.*

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:

1. The sickness can be traced directly to the conditions or circumstances under which the teacher is working; or
2. The injury was suffered by the teacher in the discharge of duties through no fault of the teacher; and in circumstances where payment has not been made by the Accident Compensation Corporation; or
3. The absence was due to war injury or to war service; or
4. The teacher has contracted a notifiable disease which requires the teacher to be excluded from school for a period prescribed under Schedule 2 of the Health (Infectious and Notifiable Diseases) Regulations 1966 or for a period determined by a Medical Health Officer; or
5. 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 7.5.1 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 clauses 4.1.2, 4.1.3 or 4.1.4 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.

Holiday Pay Deductions :

4.4.1 Holiday pay is not reduced for periods of sick leave with pay

4.4.2 When teachers have used their current sick leave entitlement holiday pay may be reduced for periods of sick leave without pay on the following conditions:

1. No deduction is to be made from the holiday pay of teachers for periods of sick leave without pay for periods not exceeding 90 calendar days in any one school year.
2. Where the total amount of sick/accident leave without pay is in excess of 90 calendar days the deduction is based on the period subsequent to the initial 90 calendar days. The initial 90 calendar days are unaffected.

4.4.3 Teachers with a current sick leave entitlement who apply to receive sick leave without pay will have holiday pay reduced in proportion to the unpaid leave taken and should be advised of this when notified of the approval of sick leave without pay.

4.4.4 Clause 4.4.2 above will apply to all fixed term or relieving teachers who have completed at least 90 calendar days continuous service.

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 no more than five years of age, who meet specific criteria, as set out in the Act. Those entitlements are:

1. Primary carer leave of up to 18 weeks;
2. Special leave (pregnancy-related) of up to 10 days;
3. Partner's leave of up to two weeks;
4. Extended leave of up to 52 weeks;
5. Up to 18 weeks of parental leave payments.

4.5.3 In addition to an employee's rights under this Act, the following shall apply:

1. Employees intending to resign because of pregnancy or the birth of a child must be advised of their right to take parental leave;
2. Maternity leave may commence at any time during the pregnancy, subject to the employee giving Bombay School one month's notice in writing supported by a medical certificate. A shorter period of notice will be accepted on the recommendation of a medical practitioner;
3. Any maternity leave taken will not count against the extended leave entitlement;
4. A female 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

Bombay School.

4.5.4 Maternity Grant

1. The maternity grant is payable to a female employee on production of a birth certificate or evidence of an approved adoption placement. This entitlement is payable if the employee qualifies for maternity leave (refer the Parental Leave and Employment Protection Act 1987) or resigns because of pregnancy or adoption, except as follows: The maternity grant is not payable where a teacher 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 maternity grant in the case of a miscarriage.
2. The amount of the grant is calculated on the basis of six weeks full salary at the rate applicable, at the date of birth (or placement in the case of adoption), to the position from which the teacher was granted leave of absence or resigned as the case may be. However, a woman who works less than full normal hours for a short period only, prior to her taking parental leave, may have her case for full payment considered by Bombay School. When a teacher is absent on parental leave for less than six weeks (30 working days), the full grant equivalent to six weeks salary is still payable. The maternity grant is not reduced because salary is being received.

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

Bereavement

4.6.1. Bombay School shall approve special bereavement/tangihanga leave on pay for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a tangihanga, or its equivalent.

4.6.2 In granting leave the following must be taken into account:

1. The closeness of the association between the employee and the deceased (*Note: This association need not be a blood relationship*);
2. Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
3. The amount of time needed to discharge properly any responsibilities or obligations;
4. Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;

5. When an unveiling ceremony occurs on a school working day, leave on pay shall be granted.

Discretionary Leave

4.7.1 Bombay School may, where there are special circumstances, grant discretionary leave with or without pay to any employee during periods when the school is officially open for instruction, provided that such leave does not unreasonably impinge upon the operational requirements of the school. Before approving any discretionary leave, Bombay School shall ensure that the granting of such leave complies with any funding arrangements applying to the school in respect of such leave. Leave may be granted for a variety of activities, including for example:

- Accident/illness of a family member*
- Attending education appointments/interviews
- Civil defence duties
- Court proceedings
- Cultural activities (domestic/overseas)
- Days of significance to Māori (e.g. Ratana Day)
- Disciplinary/grievance/dispute hearings
- Educational courses/conferences/examinations/hui
- Meetings of statutory authorities
- Outward bound courses
- Religious observances (e.g. Jewish New Year or Day of Atonement)
- Sporting activities.

Bombay School shall give favourable consideration to granting discretionary leave to an employee who is absent from work to attend to a dependant of the employee.

Note: A family member is: spouse, partner, child, sister, brother, parent, grandparent, grandchild, kaumatua, mokopuna, tamaiti whāngai, matua whāngai, near relative, near relative-in-law, a member of the household or a person dependent on the employee.

4.7.2 Jury Service and Witness Leave

Except where employees are pursuing their own interests or where answering charges against themselves, Bombay School will grant leave with pay when an employee is required by subpoena to attend court proceedings as a witness or to serve on a jury, provided that where fees are paid, these fees shall be repaid to Bombay School for repayment to the Public Account.

Study Leave

4.8.1 Any teacher who applies for and is awarded one of the 75 full-time equivalent Study Awards, available nationally each year to all primary teachers and principals, shall be granted leave on pay for the period of the study. The priorities for the awarding of the study awards shall be as determined by the Ministry of Education after consultation with the NZEI Te Riu Roa.

4.8.2 In allocating study awards the good employer requirements of s77A of

the State Sector Act 1988 shall be considered.

4.8.3 Up to five of the 75 awards may be available to teachers or principals who intend to undertake an agreed project of research in education.

Note: A teacher in receipt of the allowance for Community of Learning Teacher between-schools role shall not be eligible to take up a Study award. For clarity the teacher may apply for an award provided, if granted, the entitlement is not taken up until the conclusion of the fixed period of the appointment.

Unpaid Refreshment Leave

4.9.1 Full-time certificated teachers and part-time teachers employed for at least 0.8 FTTE per week, attested at the experienced teacher level against the professional standards in this Agreement, shall be entitled (subject to 4.9.2) to take unpaid refreshment leave of one school term after three years service in the school or up to one school year after five years service in the school.

When a period of unpaid refreshment leave has been taken, a further period of qualifying service in the school, from the date of return from leave, is required before the teacher may be considered for further unpaid refreshment leave.

4.9.2 Entitlement to unpaid refreshment leave in clause 4.9.1 is subject to:

1. Bombay School's ability to find a suitable reliever to fill the vacancy created by the teacher taking the leave. A suitable reliever is a teacher who will be able, to the satisfaction of Bombay School, to relieve in the school during the period of the teacher's leave. Bombay School shall use reasonable endeavours to find a suitable reliever. Reasonable endeavours in this context means accessing the usual pool of relievers, advertising locally if necessary, and does not mean advertising regionally or nationally, except as required in this Agreement to fill a vacancy of one year's duration. It does not require Bombay School to place more than one advertisement; and
2. The teacher not being subject to current competency or disciplinary processes at the time that leave is sought; and
3. The maximum number of teachers who can be on unpaid refreshment leave at any one time in a school is calculated as follows:

4. NUMBER OF
TEACHERS IN
THE SCHOOL
(HEADCOUNT)

5. MAXIMUM
NUMBER OF
TEACHERS WHO
MAY BE ON
UNPAID
REFRESHMENT
LEAVE AT ANY
ONE TIME

6. Up to 7 teachers	7. 1 teacher on leave
8. 8 to 15 teachers	9. 2 teachers on leave
10. 16 to 21 teachers	11. 3 teachers on leave
12. 22 or more teachers	13. 4 teachers on leave

1. Where more than the number of teachers provided for in 4.9.2(c) within a school apply for unpaid refreshment leave, the priority will be given to those with the greatest length of service in the school.
2. A teacher receiving the allowance for a Community of Learning Teacher between-schools role may apply for refreshment leave provided the duration of the leave is not more than one term and that any application for leave has the support of both their employing board and the other boards in the Community of Learning.

4.9.3 Time off on unpaid refreshment leave will count as service for the purposes of salary increments, long service and severance calculations. It will not count for the purposes of sick leave or holiday pay calculations or for entitlement to public holidays.

4.9.4 Where a teacher on unpaid refreshment leave of greater than one term is due an annual increment during the period of their leave, they shall not require attestation for that increment where their last two attestations were satisfactory.

4.9.5 A teacher taking unpaid refreshment leave shall not accept employment as a teacher or principal in another state or state-integrated New Zealand school. However, a teacher may agree to undertake occasional day relief work.

Paid Sabbatical Leave

4.10.1

1. There will be 50 paid sabbaticals awarded annually.
2. Each period of paid sabbatical leave will be of ten weeks' duration paid at the rate of the teacher's normal pay.

4.10.2 Entitlement to the paid sabbatical leave is subject to the following provisos:

1. A teacher must have completed service of at least five years as a teacher, three of which must have been spent in the New Zealand state and state-integrated sector to qualify for paid sabbatical leave;
2. Application by the teacher identifying the purposes for which

they would use the sabbatical and the likely benefits to the school or the sector more widely;

3. Application by the teacher with the support of his/her principal and school Board of Trustees; and
4. Paid sabbatical leave may be used for a wide range of purposes including research or study.

4.10.3 Operation of the paid sabbatical leave scheme

1. The approval of a research proposal and the granting of paid sabbatical leave under this Agreement is done by a Sabbatical Award Group which is comprised of one nominee from each of the Ministry of Education, the NZEI Te Riu Roa, and NZSTA.
2. The scheme will be transparent and use the selection criteria developed by the Ministry of Education, the NZEI Te Riu Roa and NZSTA, outlined in the Primary Teachers' Paid Sabbatical Leave Scheme Guidelines.

4.10.4 Report and publication

1. Upon completion of the paid sabbatical leave teachers will submit a report to the Sabbatical Award Group for publication. The report should outline the teachers' experiences and what they have learnt through the paid sabbatical leave to be shared with other primary teachers, thus maximising the benefit to other primary teachers and schools promoting collaboration and sharing of innovation and effective practice and creating a body of research and information available to all primary teachers.

Note: A teacher in receipt of the allowance for a Community of Learning Teacher between-schools role may apply for a Sabbatical Leave award provided any application for the award has the support of both their employing board and the other boards in the Community of Learning.

5. Discretionary Leave is granted as a privilege and not as a right.

Discretionary leave is defined as all leave not covered by the entitlements set out in the current Collective Agreement(s). Staff should not assume request for special leave will be granted automatically.

All details relating to application should be forwarded at the earliest possible convenience to the Principal, who will present the case and make recommendations to the board.

6. The Board has delegated authority to the Principal to approve leave of up to five weeks.

7. For leave of over 5 weeks the staff member must apply to the Board.

8. The Board has delegated authority to the Chairperson to approve leave by the Principal of up to two weeks. For leave of over 2 weeks the Principal must

apply to the Board.

9. Requests for leave are to be in writing on the "Application for Leave" form.

10. The maximum leave that will be granted will be one year. An extension would only be given in exceptional circumstances. Teachers on a year's leave are expected to notify the Principal of their intention to return or otherwise, three months before recommencement date.

Teachers on Parental Leave must specify the date upon which he/she will return to work and are expected to notify the Principal of their intention to return or otherwise, within the timeframe stipulated by the current Collective Agreement.

11. Factors to be considered in the granting of leave include:

- a. The reason for the leave request
- b. The benefits to the school in granting leave
- c. The potential impact on the teaching/learning programme and student welfare, or the operational requirements of the school
- d. The availability of suitable relief
- e. The cost to the school
- f. Length of service
- g. The terms of the relevant Collective Agreement or Award
- h. Other relevant information or circumstances pertinent to the application
- i. Whether or not the BOT considers such purpose to be of benefit to the applicant or the applicant's teaching ability.
- j. The effect of the proposed absence on the school and teacher's class.
- k. The difficulty or otherwise of employing a relieving teacher.
- l. Where the applicant has made a contribution to the corporate life of the school (and what effect this has had on other staff and students). That this be taken into account in circumstances where otherwise leave may not be granted.
- m. The amount of leave already taken by the applicant in the past
- n. The degree to which compassionate grounds need to be considered.
- o. The appropriate timing of the request and the amount of advance notice relative to the dates of leave.
- p. The Principal's recommendation on the above factors.

12. Unforeseen circumstances may prevent strict adherence to some aspects of this policy. In these cases the Principal will be guided by the principles of this policy and the Collective Agreements in the action being taken.

13. Staff are to filling in a leave application form - which can be found in the teacher admin drive.

14. The leave application form is to be handed to the principal in person. As early notice as possible is appreciated Greater than 1 term – 12 weeks notice (min) Over 5 weeks - 1 month's notice Under 5 weeks - asap Less than 5 weeks It is expected that the applicant and principal would discuss the

application.

15. Applicants should not book relievers prior to the discussion referred to in point 9 above.

16. The principal makes recommendation on basis of Policy guidelines. Approval will not be unreasonably withheld – all decisions made will be considered, equitable and consistent.

17. Approved applicant must give the Principal appropriate notice of return.

18. Planning. Where leave is granted in advance, teachers are required to make their planning available to their relievers, except when the leave is for absences in excess of one week.

19. Being absent without leave being granted is regarded as a serious misconduct matter and will be investigated further.

20. Staff are reminded not to make arrangements ahead of an approval in anticipation of, or with the expectation of, an approval for leave being granted.

Policy Updated

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