

# Primary Principals' (NZEI Te Riu Roa) Collective Agreement

3 July 2023 – 2 July 2025

Including agreed variation effective 18 December 2025

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## **Part 1: Coverage/Term of Agreement**

### **1.1 Parties and Coverage**

1.1.1 This Agreement is entered into by:

- (a) The Secretary for Education (Secretary) acting under delegation from the Public Service Commissioner made pursuant to Clause 6 of Schedule 3 and acting in accordance with section 586 (5) of the Education and Training Act 2020; and
- (b) The New Zealand Educational Institute Te Riu Roa (NZEI Te Riu Roa).

1.1.2 This Agreement is binding on:

- (a) Each principal who comes within the coverage set out in clause 1.1.3 and who is or who becomes a member of NZEI Te Riu Roa; and
- (b) Every employer as defined in clause 1.4.3 below.

1.1.3 This Agreement covers work undertaken in state and state-integrated schools by principals in:

- (a) Primary schools (including normal schools, model schools and intermediate schools);
- (b) Composite schools other than area schools;
- (c) Specialist schools.

1.1.4 Untrained or Unregistered Teachers

Nothing in this Agreement shall apply to untrained or unregistered teachers.

### **1.2 Name of Agreement**

1.2.1 This Agreement shall be called the Primary Principals' (NZEI) Collective Agreement and referred to as "PPCA (NZEI)" or "the Agreement".

### **1.3 Term of Agreement**

1.3.1 This Agreement shall come into force on 3 July 2023 and shall expire on 2 July 2025, except as provided for under section 53 of the Employment Relations Act 2000.

## **1.4 Definitions**

- 1.4.1 The following definitions apply unless the Agreement otherwise specifies:
- (a) Until 17 December 2025, “Area school” shall have the meaning ascribed in the Education (School Staffing) Order for the time being in force.
  - (b) From 18 December 2025 until 27 January 2026, “Area School” means a composite school listed in Appendix 1 of the Area School Principals’ Collective Agreement 2025 - 2028.
  - (c) From 28 January 2026, “Area School” means a composite school other than
    - (i) specialist schools, including specialist residential schools and regional health schools,
    - (ii) year 7 to 10 schools,
    - (iii) year 7-13 schools, and
    - (iv) Te Aho o Te Kura Pounamu.

*Note: Without limiting the operation of this clause, the parties note that this Agreement has been varied so that coverage excludes work undertaken by principals in schools covered by the Area School Principals’ Collective Agreement 2025 – 2028 (ASPCA). To avoid doubt, this note does not indicate either party having accepted a particular view as to the coverage of area school principals prior to the date the ASPCA was ratified.*

- 1.4.2 “Composite school” has the same meaning as in section 10 of school under the Education and Training Act 2020.
- 1.4.3 “Employer” shall mean a School Board (Board) constituted pursuant to the Education and Training Act 2020 (or where a Commissioner has been appointed under sections 170 or 181 of the Education and Training Act 2020 to act in place of the Board, that Commissioner) of a state or state-integrated school that employs employees falling within the coverage as set out in clause 1.1.3.

**Note:** *In relation to a dispute about the interpretation, application or operation of this Agreement, the employer shall act, if the Secretary acting under delegation from the Public Service Commissioner made pursuant to Clause 6 of Schedule 3 of the Public Service Act 2020 so requires, together or in consultation with the Secretary for Education acting in accordance with section 586 of the Education and Training Act 2020.*

- 1.4.4 "Institute" or "union" shall mean NZEI Te Riu Roa.
- 1.4.5 "Primary school" shall mean a school classified as a primary school or an intermediate school under the Education and Training Act 2020.
- 1.4.6 "Principal" shall mean a primary teacher who has been fully certificated or provisionally certificated or certificated subject to confirmation by the Teaching Council of Aotearoa New Zealand (Teaching Council) and who has been appointed pursuant to clause 2.2 to the position of principal.
- 1.4.7 "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.
- 1.4.8 "School reorganisation process" shall mean a process which is Ministry of Education | Te Tāhuhu o te Mātauranga initiated and/or approved by the Minister of Education 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.
- 1.4.9 "Specialist school" shall mean a school classified as a specialist school under the Education and Training Act 2020.
- 1.4.10 "Secondment" shall mean a period during which a Principal is on leave without pay from their Employer, in order to undertake fixed term employment with a Specified Education Sector Agency.

1.4.11 “Specified Education Sector Agency” means the Ministry of Education | Te Tāhuhu o te Mātauranga, Education Review Office (ERO), New Zealand Qualifications Authority (NZQA), and the New Zealand Council for Education Research (NZCER).

**1.5 Declaration Pursuant to Act**

1.5.1 Pursuant to Section 595 of the Education and Training Act 2020 the Secretary acting pursuant to the delegated authority of the Public Service Commissioner has declared that all of the conditions contained in this Agreement are actual conditions of employment provided that the Secretary may, from time to time, give approval to the salary rates or allowances being treated as minimum rates where there is agreement to this between the employer and the principal.

**1.6 Variations Clause**

1.6.1 The parties agree that the terms and conditions contained in this Agreement may be varied at any time by written agreement between NZEI Te Riu Roa and the Secretary, acting under delegation from the Public Service Commissioner made pursuant to Clause 6 of Schedule 3 of the Public Service Act 2020 and acting in accordance with section 586(5) of the Education and Training Act 2020. Any such variation agreed shall be binding on employees and employers of those employees covered by this Agreement in accordance with Section 586(6) of the Education and Training Act 2020.

**1.7 Additional Payments**

1.7.1 The parties to this Collective Agreement recognise the value in their ongoing and productive relationship, including their joint efforts to build an environment in which the teaching profession is highly regarded, sustainable, and is fit for now and the future of learning. Collective bargaining is a key part of those joint efforts.

1.7.2 In recognition of the benefits arising out of the parties’ relationship, including NZEI Te Riu Roa’s role in negotiating terms and conditions for primary principals, each principal who is a member of NZEI Te Riu Roa will be paid:

- (a) a one-off gross payment as follows to each principal who is a member of NZEI Te Riu Roa and is bound by this Agreement as at 29 June 2023:
  - (i) Full time principals: \$2,000
  - (ii) Part time principals: A pro-rated payment based on their full-time teacher equivalent (FTTE) as at 29 June 2023..
- (b) a one-off gross payment as follows to each principal who is a member of NZEI Te Riu Roa and is bound by this Agreement as at 1 December 2023:
  - (i) Full time principals: \$1,000
  - (ii) Part time principals: A pro-rated payment based on their full-time teacher equivalent (FTTE) as at 1 December 2023.
- (c) A further \$710 one off gross payment (the Teaching Council fees payment) to each principal who is a member of NZEI Te Riu Roa and is bound by this Agreement as at 29 June 2023. The Teaching Council fees payment is not pro-rated, but each principal is only entitled to be paid it once. This means that if a principal holds another role(s) that falls within coverage of this or another collective agreement that provides for a Teaching Council fees payment, they will still only receive one Teaching Council fees payment. In such a case the Teaching Council fees payment shall only be paid to the principal under the collective agreement which is ratified first.

1.7.3 Employees who are bound by this Agreement as at 29 June 2023 and on that day were on approved unpaid leave under Part 7 of this collective agreement are entitled, upon application, to receive the payments on their return to their position providing that they return on or before the end of Term 3, 2024 or on or before the start of Term 1, 2025 for those on parental leave. The payment will be based on the principal's FTTE as at their last working day before going on leave.

1.7.4 Additional payments for principals employed as at 3 July 2023

A one-off gross payment of \$1,500 will be paid to full-time principals employed as at 3 July 2023.

The payment will be pro-rated for part-time principals based on their full-time teacher equivalent (FTTE) as at 3 July 2023.

Principals employed as at 3 July 2023 who on that day were on approved unpaid leave under Part 7 of this collective agreement are entitled, upon application, to receive the \$1,500 payment on their return to their position providing that they return on or before the end of Term 3, 2024 or on or before the start of Term 1, 2025 for those on parental leave. For the \$1,500 payment, the amount payable will be based on the principal's FTTE as at their last working day before going on leave.

**Note:** Clause 1.7 will be removed in subsequent collective agreements.

## **Part 2: General Provisions**

### **2.1 Good Employer/Equal Employment Opportunities**

2.1.1 Attention is drawn to Section 597 of the Education and Training Act 2020 which outlines the responsibilities of the employer with regard to the operation of a personnel policy that complies with the principles of being a good employer and the equal employment opportunity responsibilities of the employer.

### **2.2 Appointments**

#### **2.2.1 Advertising Positions**

All positions of at least one years' duration must be advertised nationally.

#### **2.2.2 Permanent Positions**

All appointments to advertised positions shall be permanent unless there are genuine reasons on reasonable grounds for appointing for a fixed term e.g long-term relieving positions and positions about to be disestablished.

**Note:** As intended in the Education and Training Act 2020 and Education (School Staffing) Orders, a principal means one person is employed in the principal role. This would exclude co-principal arrangements. For clarity, co-principal means two or more full time teachers employed jointly who alternate the role of principal in one school.

#### **2.2.3 Appointments Process and Criteria**

- (a) Attention is drawn to the section 603 of the Education and Training Act 2020 insofar as it provides that the person best suited to the position shall be appointed. In applying that provision, the employer will have regard to the experience, qualifications and abilities relevant to the position and such other relevant matters as it determines.
- (b) Employers are required to make available to all applicants, on request, details of the duties to be carried out and the criteria for an appointment.

(c) Equal employment opportunities principles shall be applied and demonstrated in appointments procedures. The intent of these principles is to provide equal access and consideration and equal encouragement in areas of recruitment, selection, promotion and career development. These principles are to be applied to enable people to pursue their careers without their chances being reduced by factors which are irrelevant to the requirements of the position.

## **2.3 Re-entry after Absence Due to Childcare**

2.3.1 A principal who resigns from a position to care for pre-school children may apply to re-enter the service under preferential provisions subject to clause 2.2, provided that:

- (a) The absence does not exceed four years from the date of resignation, or five years from the date of cessation of duties to take up parental leave.
- (b) The applicant must:
  - produce a birth certificate for the pre-school child;
  - sign a statutory declaration confirming that absence has been due to the care of a pre-school child and paid employment has not been entered into for more than 15 hours per week during that absence.

2.3.2 Where the applicant meets all the provisions of clause 2.3.1 and at the time of application:

- (a) has the necessary skills to competently fill a vacancy which is available in the service; and
- (b) the position is substantially the same in character and at the same or lower salary and/or within the same grade (roll band) as the position previously held, then the applicant is to be appointed in preference to any other applicant for the position.

2.3.3 The period of preferential appointment expires 3 months after the period in clause 2.3.1(a).

2.3.4 Absence for childcare reasons will interrupt service but not break it. The period of absence will not count as service for the purposes of sick leave or annual leave or any other leave entitlement.

**2.4 Hepatitis B Immunisation**

- 2.4.1 The parties agree in principle that responsibility for pre-exposure immunisation of principals rests with employers who should accept responsibility for safety in the workplace, and who will be advised as necessary by the Ministry of Health or the Ministry of Business, Innovation, and Employment.
- 2.4.2 In situations where principals may be at significantly increased risk of acquiring hepatitis B because of the nature of their job, the situation shall be assessed on an individual basis to decide if immunisation would be appropriate. The parties do not envisage that immunisation programmes would be set up to cover all principals covered by this Agreement. Only those working in an area with a high incidence of hepatitis B may receive immunisation.
- 2.4.3 In all situations where a risk of being infected by the hepatitis B virus exists, it shall be the duty of employers to require safe working practices on the part of the principal and to ensure appropriate hygiene measures to reduce such risk to a minimum, whether or not immunisation is considered advisable.

**2.5 Personal Files**

- 2.5.1 The employer shall ensure that personal files are held in a secure place and access is confined to authorised personnel and the principal concerned.
- 2.5.2 Attention is drawn to the Privacy Act 2020 which outlines responsibilities for the collection, storage and availability of personal information.

## **2.6 Access**

2.6.1 A representative of the union shall be entitled to enter at all reasonable times upon the premises for purposes related to the employment of its members or for purposes related to the union's business or both. The representative shall enter at a reasonable time and in a reasonable way and comply with existing safety, health and security procedures and requirements applying in respect of the school.

## **2.7 Union Deductions**

2.7.1 Any employer, when requested in writing by the secretary of the union, shall, within one month after the receipt of such request, supply to the union the name of the principal coming within the scope of this Agreement when in their employ (but such request shall not be made to the employer at intervals shorter than six months).

2.7.2 In accordance with authorities signed by the individual principal the employer shall arrange for the deduction of union subscriptions for union members covered by this agreement except in cases agreed to between the employer and the union.

2.7.3 Except as may be otherwise agreed, the commission payable by the Institute for this service shall not exceed 2.5 per cent of the aggregate sum of the amount deducted.

## **2.8 Health and Safety and Wellbeing**

- (a) The parties recognise the importance of ensuring good and safe working conditions through health and safety in the workplace and that it is a mutual obligation of the employer and principal to achieve this through a participative approach.
- (b) To this end attention is drawn to the Health and Safety at Work Act 2015 This Act and other legislation, relevant Codes of Practice and Guidelines are reference points for gaining a common understanding of what those obligations are, what will assist in meeting those mutual obligations and also in promoting best practice.

- (c) Where a principal's health and safety is shown to be at risk in the carrying out of their duties the employer shall take all reasonable steps as are necessary to remove or minimise the identified risk for the principal and if appropriate, to do so in consultation with the relevant health and safety authorities.

## **2.9 Secondments**

- 2.9.1 Except where specified otherwise, service while on secondment to a Specified Education Sector Agency will be recognised as a principals' service within the Education Service.
- 2.9.2 Before the commencement of any secondment, a Secondment Agreement will be entered into for each Secondment between the principal, their employing Board and the Specified Education Sector Agency to which the principal will be seconded. The Secondment Agreement will detail the conditions associated with that secondment.

## **Part 3: Hours of Work**

### **3.1 Hours of Work**

3.1.1 It is acknowledged that principals are often required to undertake duties outside of the hours that the school is open for instruction. Such duties include:

- preparation, evaluation and assessment work generated by classes/sessions and the students within them, or by other requirements such as the need to report on the progress of individual students;
- counselling of students;
- management and administrative responsibilities;
- attending courses and meetings;
- professional development.

This factor has been taken into consideration in determining the hours of work and leave entitlements of these principals.

3.1.2 Principals shall work such hours as may be reasonably required to enable them to properly fulfil their responsibilities whether or not such hours may exceed 40 hours per week.

## **Part 4: Professional Leadership and Growth**

### **4.1 Performance Agreement**

4.1.1 The principal shall participate in an annual Professional Growth Cycle and be issued with an annual statement as set out in the Elements for Professional Growth Cycle for Principals, Tumuaki and ECE Professional Leaders agreed by the profession: <https://teachingcouncil.nz/assets/Professional-Growth-Cycle/TC-PGC-Elements-v2.pdf>

### **4.2 Clarification of relationship between Professional Growth Cycle and performance processes**

4.2.1 The Professional Growth Cycle is different to, and shall be kept separate from, any processes relating to the principal's performance (as set out in Part 8 of this agreement).

### **4.3 Working Relationship**

4.3.1 Where there is a problem in the working relationship between the principal and the Board (including individual Board members) that has not been informally resolved and is to the detriment of the school, the Board, in consultation with the principal, may consider appointing a suitably qualified independent person to mediate or facilitate between the parties and/or undertake an impartial and objective assessment of the concern(s).

### **4.4 Primary Principals' Career Structure**

#### **4.4.1**

(a) This clause outlines a career progression for primary principals who meet the professional criteria as affirmed by their Board in accordance with clause 4.4.1(d) and the service criteria. Payments made under this clause are to encourage and recognise individual professional growth, leadership and contribution of a primary principal. Having met the relevant service criteria, the timing as to when to seek affirmation against the applicable career structure criteria will be established by the Board and the principal.

- (b) Provided that the principal has successfully completed a Professional Growth Cycle and has been provided with an annual statement as in clause 4.1.1 within the last 12 months, principals covered by this Agreement will be entitled to a career allowance based on clauses 4.4.1(c)-(n) and the service and professional criteria outlined below.
- (c) The principal will assemble and present a portfolio of evidence relevant to the criteria of one of the payments to the Board. The portfolio may include evidence such as compliance with ERO improvement recommendations for the school, outcomes of professional learning and/or sabbaticals, goals reflected in the school charter, including strategies for improvements to student learning that reflect the principles of the New Zealand curriculum documents.
- (d) The Board is responsible for affirming that the principal meets the professional criteria, after which one of the following career allowances in (f) shall be made and will be paid fortnightly.
- (e) A principal can only receive one payment under 4.4.1(f) at any one time. The payment will be prorated for part-time principals.
- (f) The career allowances for each stage are as follows:
  - (i) Primary principals who meet the service and professional criteria for stage one will be entitled to an annual career allowance. The rate of the allowance is \$3,641.
  - (ii) Primary principals who meet the service and professional criteria for stage two will be entitled to an annual career allowance. The rate of the allowance is \$6,763.
  - (iii) Primary principals who meet the service and professional criteria for stage three will be entitled to an annual career allowance. The rate of the allowance is \$9,884.

Criteria	Beginning Principal	Developing Principal (acquiring/acquired)	Experienced Principal (applying)	Leading Principal (sharing)
<b>Service</b>	< 3 years	A minimum of 3 years' continuous service as a primary or area school principal, including any periods of secondment to a Specified Education Sector Agency.	A minimum of 6 years' continuous service as a primary or area school principal, including any periods of secondment to a Specified Education Sector Agency, and meets the requirements of a Developing Principal.	A minimum of 9 years' continuous service as a primary or area school principal, including any periods of secondment to a Specified Education Sector Agency, and meets the requirements of a Developing and Experienced Principal.
<b>Key Components</b>	<p><b>Meets the requirements of Part 4 of this Agreement.</b></p> <p><b>Student Outcomes:</b> Assessment and evaluation data is used to maximise student learning for all students and trend data shows continuing growth in student learning.</p> <p><b>School Management:</b> School policies are in place and are regularly reviewed. Resources are aligned to strategic goals.</p> <p><b>Community and Networks:</b> Trust is built between home and school to positively influence student learning and engagement.</p>			

Criteria	Beginning Principal	Developing Principal (acquiring/acquired)	Experienced Principal (applying)	Leading Principal (sharing)
<b>Professional learning and development plans</b>	Professional learning and development plan developed in conjunction with the Board and First Time Principals mentors (or similar).	<p>Participation in a professional learning and development plan that may include:</p> <ul style="list-style-type: none"> <li>• Mentoring</li> <li>• Professional supervision</li> <li>• Study</li> <li>• Learning and development project aligned with school goals</li> </ul>	<p>Participation in a professional learning and development plan that demonstrates professional growth in:</p> <ul style="list-style-type: none"> <li>• Leadership</li> <li>• Personal learning project in own school</li> </ul>	<p>Contribution to or leadership of:</p> <ul style="list-style-type: none"> <li>• A learning or professional community.</li> <li>• A wider educational sector and principal network.</li> </ul>

Criteria	Beginning Principal	Developing Principal (acquiring/acquired)	Experienced Principal (applying)	Leading Principal (sharing)
<b>Career and personal development</b>	Successful completion of the First Time Principals' Programme or equivalent (as long as such is available).  Seeks appropriate professional learning and development opportunities to improve expertise.	Engages in learning for career/personal growth demonstrated through, for example: <ul style="list-style-type: none"><li>• Knowledge of research</li><li>• Successful practice</li></ul> Seeks appropriate professional learning and development opportunities to improve expertise.	Ongoing commitment to own personal growth demonstrated through, for example: <ul style="list-style-type: none"><li>• Further tertiary study/ qualifications; or</li><li>• Sabbatical project; or</li><li>• Other relevant professional development</li></ul>	Ongoing commitment to own personal growth demonstrated through, for example: <ul style="list-style-type: none"><li>• Participation in a Professional Learning Group of other leading principals; or</li><li>• Further tertiary study/ qualifications; or</li><li>• Sabbatical project; or</li><li>• Other relevant professional development.</li></ul>

<b>Leadership development</b>	Provides effective professional leadership within the school.	<p>Demonstrated ability to fully discharge the duties and responsibilities of a principal, demonstrated through, for example:</p> <ul style="list-style-type: none"> <li>• Working with staff to set clear and appropriate educational goals for the school.</li> <li>• Recognising the strengths and weaknesses of the school's performance and planning an improvement trajectory/pathway.</li> <li>• Ensures employer responsibilities are met in the reporting and attesting of staff including the Professional Growth Cycle as appropriate.</li> </ul>	<p>Demonstrated ability to adapt systems to school context, demonstrated through, for example:</p> <ul style="list-style-type: none"> <li>• School development and activities reflect strategic direction and priorities.</li> <li>• School development focused on responsiveness to students needs.</li> </ul> <p>Demonstrated ability to improve teaching and learning with others</p> <p>Demonstrated development of leadership in others. Linked to analysis of self review and appraisal information.</p>	<p>Demonstrated ability to, for example:</p> <ul style="list-style-type: none"> <li>• Develop leadership in others</li> <li>• Improve teaching and learning with and through others</li> <li>• Act as a coach/ mentor to colleagues</li> <li>• Provide leadership across local networks.</li> </ul> <p>Improvement and innovation are supported by cycles of inquiry at every level.</p>
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<b>Criteria</b>	<b>Beginning Principal</b>	<b>Developing Principal (acquiring/acquired)</b>	<b>Experienced Principal (applying)</b>	<b>Leading Principal (sharing)</b>
Rates effective 2 May 2017	NIL	\$3,641	\$6,763	\$9,884

- (g) For the purposes of this clause, continuous service is not broken by a gap in principalship of up to three years. Service as a principal in a New Zealand state or state-integrated school shall be included in the calculation of service under the service criteria. A special case may be made by a Board to the Ministry of Education | Te Tāhuhu o te Mātauranga to have other principal service included in the calculation of service provided that at the time of applying the principal has completed at least a year in a New Zealand state or state-integrated primary school.
- (h) Service will not be counted for periods of time spent:
- (i) on leave without pay, other than when on secondment to a Specified Education Sector Agency; on secondment, other than as a principal in another school, or to a Specified Education Sector Agency;
  - (ii) as supernumerary in a teaching role;
  - (iii) as a relief or acting principal (except where the acting or relief principal moves directly to a substantive principal role. Note the acting or relief role need not be in the same school as the new substantive role).
- (i) When there is a break of three years' or more service before reappointment as a primary principal, previous experience as a principal in a New Zealand state or state-integrated primary and/or area school shall be credited as one half year of service for each complete year of principalship (that would otherwise be eligible as service for this allowance), allowing the principal the possibility of moving directly to any of the three career stages providing she/he meets the relevant professional criteria (to which the Board has attested), provided that:
- (i) at the time of eligibility she/he has completed one year in their current position;

- (ii) that while they were on the break for three years or more the principal consistently maintained their teacher certification.
- (j) Where the principal does not meet these requirements, three years' service must be completed prior to the previous experience as a principal being credited as one half year of service for each complete year of principalship (that would otherwise be eligible as service for this allowance).
- (k) Principals who have met the service criteria of stage one (or higher) but have not participated in a First Time Principals' Programme or similar and who are no longer eligible to do so shall demonstrate through their professional learning and development plan that they have participated in professional learning activities similar to the First Time Principals' Programme.
- (l) A principal who is undergoing corrective action pursuant to clause 8.3.2 or 8.4 of this Agreement shall not receive the career allowance from the commencement of the procedure until such time as the corrective action has successfully been completed at which time the career allowance recommences.
- (m) To maintain eligibility for the career allowance, every three years the principal's Board must re-affirm that the principal has completed a Professional Growth Cycle within the previous 12 months (consistent with clause 4.1 and 4.2).
- (n) Where a principal was in receipt of one of the allowances of the career structure and is appointed to a new primary school, that principal shall continue to receive that career allowance provided the Board affirms that, as part of its appointment process, it satisfied itself that the principal meets that applicable allowance criteria.

#### **4.5 Professional Standards**

4.5.1 The professional standards, outlined in Schedule 2 of this Agreement, were developed following consultation with NZEI Te Riu Roa, the New Zealand Principals' Federation (NZPF) and the New Zealand School Trustees Association (NZSTA) in accordance with section 599 of the Education and Training Act 2020. They form part of the principal's performance agreement. It is no longer a requirement to have a performance agreement. If the board has any concerns regarding the competence of a principal, the provisions in Part 8 of this Agreement will apply. The professional standards provide clarity about professional expectations for principals.

#### **4.6 Community of Learning | Kāhui Ako Leadership Role**

- 4.6.1 Each Community of Learning | Kāhui Ako will be entitled to recruit a Community of Learning | Kāhui Ako leadership role ("the role") from within the Community of Learning | Kāhui Ako and be entitled to allocate an allowance to the principal undertaking that role.
- 4.6.2 The purpose of the role will be defined by the Community of Learning | Kāhui Ako shared achievement plan.
- 4.6.3 A principal who, through an agreed selection process, has met the applicable criteria or professional standards (affirmed by an external professional adviser) and is appointed to the role, will receive an allowance of \$25,000 per annum in addition to other remuneration, including career structure payments.
- 4.6.4 The period of appointment to the role will be determined by the Community of Learning | Kāhui Ako subject to the agreement of the principal and employing Board. The period will be up to two years, subject to clauses 4.6.6, 4.6.8 and 4.6.9 below.

- 4.6.5 Where a Community of Learning | Kāhui Ako cannot select one principal from within the Community of Learning | Kāhui Ako to the role or seeks different arrangements for the appointment, the Secretary may agree to alternatives to appointing one principal and/or the fixed period of the appointment. This may result in alternative arrangements for the payment of the allowance outlined in clause 4.6.3 above and for the provision of the time allowance outlined in clause 4.6.7 below and/or a different term for the appointment as outlined in clause 4.6.4 above or clause 4.6.6 below.
- 4.6.6 A Community of Learning | Kāhui Ako may decide the appointment will be extended beyond the agreed period in clause 4.6.4 above, for a maximum of two years depending on progress with the shared plan and inquiry, subject to the agreement of the principal and employing Board.
- 4.6.7 The employing Board will receive additional 0.4 FTTE staffing for the period of the appointment to enable the leadership functions to be fulfilled.
- 4.6.8 The allowance may be suspended by the employing Board where the principal is undergoing competency processes as outlined in clause 8.3.2, and/or disciplinary processes as outlined in clause 8.4.
- 4.6.9 The allowance will cease to be payable in the following circumstances:
- (a) where the principal ceases to be employed as a principal at that school; or
  - (b) where, with the agreement of the employing Board, in consultation with the Community of Learning | Kāhui Ako, the principal voluntarily relinquishes the role; or
  - (c) where the fixed period of the allowance ends, regardless of whether the principal remains employed at that school; or
  - (d) where the Board becomes ineligible to make the allowance available. In such circumstances the principal will be provided with three months' notice, except where there is a lesser period due to the expiry of the fixed period.

#### **4.7 Recognition of Leadership Expertise**

- 4.7.1 Each Community of Learning | Kāhui Ako will be entitled to allocate other leadership responsibilities and/or activities that are defined in substance and time by the Community of Learning | Kāhui Ako shared achievement plan. Up to two principals may be allocated specific leadership responsibility that is determined by the Community of Learning | Kāhui Ako according to its plan.
- 4.7.2 A principal who has been selected on the basis of their ability to provide the specific expertise required and who has the approval of their employing Board to undertake the responsibilities and/or activities shall be entitled to receive an allowance of \$2,500 per annum in addition to other remuneration, including career structure payments.
- 4.7.3 The period of appointment will be for a fixed period of up to two years which will be determined by the Community of Learning | Kāhui Ako according to its shared achievement plan, subject to the agreement of the principal and the employing Board and to clauses 4.7.4 and 4.7.5 below.
- 4.7.4 The allowance may be suspended by the employing Board where the principal is undergoing competency processes as outlined in clause 8.3.2, and/or disciplinary processes as outlined in clause 8.4.
- 4.7.5 The allowance will cease to be payable in the following circumstances:
- (a) where the principal ceases to be employed as a principal at that school; or
  - (b) where, with the agreement of the employing Board, in consultation with the Community of Learning | Kāhui Ako, the principal voluntarily relinquishes the role; or
  - (c) where the fixed period of the allowance ends, regardless of whether the principal remains employed at that school; or

- (d) where the Board becomes ineligible to make the allowance available. In such circumstances the principal will be provided with three months' notice, except where there is a lesser period due to the expiry of the fixed period.

#### **4.8 Professional Coaching Support for Principal Leadership Role**

- 4.8.1 In each of 2023 and 2024, principals can access an entitlement of up to \$6,000 per annum for professional coaching and support for their leadership role. The purpose of this support is to ensure principal leadership development and wellbeing.
- 4.8.2 The \$6,000 fund will be a line item tagged in operational funding for the purposes of professional coaching and support for the principal.
- 4.8.3 Accessing this entitlement does not prevent a principal and school board agreeing that the principal can access additional coaching and support in excess of \$6000.
- 4.8.4 This entitlement will be used in the school year that it falls due unless otherwise agreed in writing between the principal and their employer.
- 4.8.5 Principals shall make an annual declaration to the board regarding their uptake and use of the funds. The declaration shall be made no later than the last day of Term 4 each year

## **Part 5: Remuneration**

### **5.1 Unified Pay System**

5.1.1 The purpose of this clause is to maintain a Unified Pay System for principals in the state and state integrated compulsory education sector. The Unified Pay System applies to the roll-based, Equity Index and staffing components of principals' remuneration.

### **5.1.2 Mechanism**

- (a) The Secretary for Education shall, within one month of ratification of any collective agreement (or relevant variation thereof) applicable to principals of secondary schools in the state and integrated school sector, notify the NZEI Te Riu Roa National Secretary of any changes to the roll-based, staffing-based, or Equity Index payment components of principals' remuneration and offer such changes to principals covered by the PPCA.
- (b) The NZEI Te Riu Roa National Secretary shall, within one month of receipt of the offer described in clause 5.1.2(a), advise the Secretary whether NZEI Te Riu Roa wishes to accept such offer. The parties agree that upon receipt of NZEI's acceptance of the offer the PPCA shall be deemed to be varied pursuant to clause 1.6 in the terms outlined in the offer as advised by the Secretary.

5.1.3 Clause 5.1 shall apply from 3 July 2023 to 2 July 2025. Thereafter this clause will cease to apply and shall have no effect.

### **5.2 Remuneration**

5.2.1 A principal's salary shall comprise the school roll-based salary (U-grade) in clause 5.2.2, the staffing-based salary component in clause 5.2.3, the Equity Index payment (where applicable) in clause 5.2.4, the payment for Leadership in Literacy and Numeracy in clause 5.2.5 and the Career payment in clause 4.4.1(f) (where applicable).

5.2.2 The principal's salary shall be determined in accordance with the grade of the school (i.e. U1-U16):

**School roll-based salary component**

<b>U Grade</b>	<b>Current rates</b>	<b>Rate effective 3 July 2023</b>	<b>Rate effective 3 July 2024</b>	<b>Rate effective 2 December 2024</b>
U1	\$98,031	\$103,913	\$107,030	\$118,003
U2	\$98,031	\$103,913	\$107,030	\$118,003
U3	\$106,170	\$112,540	\$115,916	\$118,003
U4	\$114,489	\$121,358	\$124,999	\$127,249
U5	\$122,808	\$130,176	\$134,082	\$136,495
U6	\$127,564	\$135,218	\$139,274	\$141,781
U7	\$132,515	\$140,466	\$144,680	\$147,284
U8	\$137,468	\$145,716	\$150,088	\$152,789
U9	\$140,835	\$149,285	\$153,764	\$156,531
U10	\$144,201	\$152,853	\$157,439	\$160,273
U11	\$149,114	\$158,061	\$162,803	\$165,733
U12	\$154,028	\$163,270	\$168,168	\$171,195
U13	\$158,621	\$168,138	\$173,182	\$176,300
U14	\$163,216	\$173,009	\$178,199	\$181,407
U15	\$167,237	\$177,271	\$182,589	\$185,876
U16	\$171,260	\$181,536	\$186,982	\$190,347

5.2.3 Staffing based salary component

In addition to the school roll-based salary component specified in clause 5.2.2, the salary of principals shall include the staffing-based salary component calculated according to the following formula:

<b>Total Teacher Staff (TTS)</b>	<b>Rates effective 20 August 2021</b>
≤ 13	$(\$822 * \text{TTS}) + \$3,201$
> 13	$(\$162 * \text{TTS}) + \$12,231$

The staffing based salary component is based on total teacher staffing that includes entitlement, attached and additional staffing, in addition to entitlement staffing transfer, teacher specific time allowances and staffing for attached units under Boards as determined in the Ministry staffing notice. It does not include teachers who may be employed above entitlement from a Board's operations funding.

Total teacher staff shall be based on the greater of the provisional (September) staffing roll or the confirmed (March) staffing roll which is determined annually.

5.2.4 Until 27 January 2024, principals whose school held a decile rating of 1, 2, 3 or 4 will continue to receive a decile payment according to the tables in Appendix 7.

From the start of the 2024 school year, the decile payment will cease and principals in schools with an Equity Index number of 478 to 569 shall be paid an Equity Index payment in addition to base salary as specified in 5.2.1 and 5.2.2 above. The Equity Index payment for each principal will be calculated by multiplying the Equity Index number of their school by nine, with the calculation to be undertaken annually.

- (a) Where a principal's remuneration is reduced either:
  - (i) In the translation from the previous decile-based payment to the Equity Index payment, or;

- (ii) Because the annual Equity Index review process results in their school falling below the Equity Index number of 478 that entitles them to an Equity Index payment;

Then their salary will be protected for a 24-month period from the point of change.

#### 5.2.5 Leadership in Literacy and Numeracy

- (a) A principal covered by this Agreement shall be entitled to a base per annum payment and a further per annum payment (based on entitlement teachers only, as determined in the annual provisional staffing notice). The base per annum payment will be:

<b>Up to 22 July 2024</b>	<b>From 22 July 2024 up to 28 January 2025</b>	<b>From 28 January 2025</b>
\$2,320	\$4,000	\$8,000

The further per annum payment is as follows:

- (i) U1 – U5 school - \$100 per entitlement teacher
- (ii) U6 school - \$80 per entitlement teacher
- (iii) U7 school and above - \$60 per entitlement teacher

These payments are in recognition of the work that principals do to lead, develop and implement programmes to increase literacy and numeracy and to implement the NZ Curriculum and/or Te Reo Māori i roto i Te Marautanga o Aotearoa. A principal who receives this payment shall not be entitled to receive a Leadership in Realising Youth Potential payment as provided for in the Secondary Principals' Collective Agreement. This payment is payable fortnightly.

For clarity, ‘entitlement teachers only’ shall mean the school’s total staffing entitlement minus one. It shall not include attached or additional staffing.

### **5.3      Definition of Roll**

5.3.1     For the purposes of determining a principal's U grade as per clauses 5.2.2 and 5.2.4 "roll" shall mean the greater of the provisional (September) staffing roll or the confirmed (March) staffing roll, as determined by the relevant Staffing Order in Council, except that students who are included in the Ongoing Resourcing Scheme (at 1 July for the September school roll purposes) shall be counted on the following basis:

- Students classified as "very high" under the Ongoing Resourcing Scheme shall be counted as six instead of one;
- Students classified as "high" under the Ongoing Resourcing Scheme shall be counted as three instead of one.

Except that:

- Students at Westbridge Residential School will count as six instead of one;
- Students at Salisbury and Halswell residential schools who are not included in the Ongoing Resourcing Scheme will count as three instead of one;
- Students at Van Asch and Kelston residential schools who are not included in the Ongoing Resourcing Scheme will count as one.

## **5.4      Salary Protection**

### **5.4.1     Grading Changes**

Where the appropriate base salary of a principal (as specified in clause 5.2.2) changes as a result of a drop in grade of the position and the principal's existing base salary exceeds the rate for the new grade; and the change in grade is contained in the September Staffing Notice, and is not countered by an increase generated in the 1 March roll, the principal's salary above the rate for the new grade will be protected for a period of 24 months from the beginning of the school year that follows the September Staffing Notice. After the 24-month period of salary protection, the principal shall be paid no more than the rate for the new grade. Salary protection under this clause shall lapse if the principal accepts an alternative position.

### **5.4.2     Where a grading reduction determined by the September provisional roll, is countered by a grading increase generated by the 1 March roll, the U grade of the principal reverts to the previous higher U grade and the associated salary protection ceases.**

### **5.4.3     Where the grade of a position increases, and this increase is contained in the September Staffing Notice, the principal will move to the new rate at the beginning of the new school year.**

### **5.4.4     For the avoidance of doubt, the base rate for the purposes of salary protection in clause 5.4.1 includes the base salary according to U grade weighting (roll size) but does not include the salary generated by the supplementary formula in clause 5.2.3 (FTTE size).**

## **5.5      Payment of Salaries**

### **5.5.1     Basis of Calculation**

The salaries of principals shall be paid fortnightly and the gross salary for a full pay period is calculated as 14/365ths of the annual salary rate. For broken periods the calculation is the number of days due multiplied by the annual rate and divided by 365. Gross salary comprises all salary and allowances (temporary and those paid on a regular basis).

5.5.2 **Method of Payment**

Salaries shall be paid fortnightly by direct credit to the principal's nominated bank account.

5.5.3 **Holiday Pay**

Holiday pay at the rate of 30 per cent of salary shall be based on the school year and shall not be payable beyond 27 January. For holiday pay purposes, teaching service shall comprise all paid service including weekends and statutory holidays, but not school vacations. Time spent on secondment to a Specified Education Sector Agency will not be recognised as service for the purposes of holiday pay.

**5.6 Retirement Savings**

5.6.1 Principals are eligible to join a KiwiSaver scheme in accordance with the terms of those schemes.

5.6.2 Employer or government contributions to retirement or superannuation schemes which are closed to new members (and include the Teachers' Retirement Savings Scheme and the Government Superannuation Fund), shall continue in accordance with the terms of those schemes.

5.6.3 Where government or employer contributions are made to another retirement or superannuation scheme of which a principal is a member, then that principal is only eligible to receive employer or government contributions to a KiwiSaver scheme to the extent that those combined contributions equal the minimum KiwiSaver employer or government contributions. If the government or employer contributions made to another retirement or superannuation scheme of which a principal is a member equal or exceed to the full minimum KiwiSaver employer or government contributions, then that principal is not eligible to receive employer or government contributions to a KiwiSaver scheme.

## **Part 6: Allowances**

### **6.1 Reimbursing Allowances**

6.1.1 Before approving any activities which require the payment or reimbursement of expenses the employer shall ensure that such payment or reimbursement complies with any funding arrangements applying to the school.

#### **6.1.2 Travelling Allowance**

A principal required to travel within New Zealand on official business for an absence of more than one day, including attendance at approved staff development courses, educational and sports tours, shall be reimbursed for the costs of accommodation and meals on an actual and reasonable basis.

#### **6.1.3 School Camp Allowance**

A daily allowance of \$25.00 is payable to principals in charge of a class or classes attending school camp.

#### **6.1.4 Evening Meal Allowance**

In circumstances where a principal's attendance at a meeting prevents the principal concerned returning home for the normal evening meal, a meal allowance of \$11.56 is payable.

#### **6.1.5 Expenses Incurred in Use of Private Vehicles**

Motor vehicle allowance at a rate of 83c per km or equivalent public transport fares shall be reimbursed to principals required to use their own vehicles for official business.

#### **6.1.6 General Expenses**

Where a principal has their employer's prior approval to both the duties which will result in an expense being incurred, and the level of the expense, the employer shall on the production of receipts, reimburse actual and reasonable expenses. The expenses must have been incurred in the proper performance of the principal's responsibilities and duties under this Agreement.

## **6.2 Other Allowances**

### **6.2.1 Normal School Allowance**

A principal in a normal or a model school shall receive an additional salary of \$2,000 per annum.

### **6.2.2 Bus Controller's Allowance**

A principal appointed bus controller for a school district who undertakes the full duties of bus control as determined from time to time by the employer shall be paid additional salary at the rate of:

- \$3.72 per day for the first route
- \$1.30 per day for each additional route.

### **6.2.3 Associate Teacher Allowance**

An associate teacher allowance of \$51.60 per trainee week shall be paid under the following provisions:

(a) The following definitions shall apply:

- (i) “trainee” means a teacher trainee, or teacher on a course of retraining, at a college of education or provider approved and accredited under the provisions of the Education and Training Act 2020 or a teacher undertaking a full-time course of specialised training
  - (ii) “associate teacher” means a principal employed by a Board, approved by a college of education or other teacher training provider approved and accredited under the provisions of the Education and Training Act 2020, to assist in the practical training of trainees under conditions defined by the provider;
- (b) For each trainee week, namely each week each trainee is posted to an associate teacher's classroom for at least four teaching days, the associate teacher shall be paid at the rate specified above.

- (c) Principals who are not associate teachers but are required to have trainees in the classroom for up to eight student weeks in any one year shall, except when the time spent in the one classroom by one or more trainees is less than four teaching days a week, be entitled to payment in accordance with the rate specified above.
- (d) Where the approved teacher training provider approves the posting of trainees for a period of less than four teaching days a week, then payment shall be made in accordance with the rate specified above on the basis of the aggregation of those periods;
- (e) The associate teacher allowance is payable to principals who are not necessarily involved in classroom related duties but who otherwise satisfy the provisions of this clause;
- (f) The associate teacher allowance shall be payable at a daily rate for a trainee once four days have been completed with that trainee pro-rated on the rate specified above. The first four days will also qualify for payment;
- (g) The associate teacher allowance shall not be payable to a principal receiving the normal school allowance.

#### 6.2.4 Staffing Incentive Allowance

Additional salary at the rate of \$1,000 per annum shall be paid to all principals appointed to advertised positions in schools designated as having serious staffing difficulties and schools approved because of location.

#### 6.2.5 Principal Recruitment Allowance

- (a) The Secretary may grant approval to a Board to pay its principal an allowance of \$50,000 per annum for a fixed period of up to 3 years subject to (b) to (e) below.

- (b) The approval is subject to any conditions determined by the Secretary. Following the commencement of the principal's appointment, the Ministry | Te Tāhu o te Mātauranga, Board, principal and relevant stakeholders will meet to discuss what support options may be appropriate for the school.
- (c) The allowance may be renewed by the Board subject to the prior approval of the Secretary for two subsequent periods of up to 2 years.
- (d) The allowance may be suspended by the employing Board while the principal is undergoing competency processes or disciplinary processes (or both) as outlined in clause 8.3.2 and/or 8.4 respectively.
- (e) The allowance will cease to be payable in the following circumstances:
  - (i) where the principal ceases to be employed as a principal at that school; or
  - (ii) when the fixed period of the allowance ends, regardless of whether the principal remains at that school.

**Note:** *A principal in receipt of the Principal Recruitment Allowance is not eligible to receive the Staffing Incentive Allowance at the same time.*

#### 6.2.6 Māori Immersion Teaching Allowance

- (a) The purpose of this allowance is to give practical recognition to te reo Māori as a taonga to be actively protected under te Tiriti o Waitangi and to recognise the special and valued skills and knowledge kaiako must have to teach the curriculum in te reo Māori.
- (b) A principal is eligible for an allowance described in (c) if they meet the minimum teaching time requirements in that clause and have the language proficiency necessary to teach the curriculum in te reo Māori for the period required by the language immersion level in which they are engaged.

- (c) All principals who teach te reo Māori immersion classes at levels one, two or three as defined in schedule 1, shall receive the allowance that relates to the highest language Level in which they are teaching and their years of service at that level as provided for in the table below.

MITA	Current Rates	Rates from 29 June 2023	Current Rates	Rates from 29 June 2023	Current Rates	Rates from 29 June 2023
Teaching time curriculum taught in Te Reo Māori	Level 1 (81% to 100%)	Level 1 (81% to 100%)	Level 2 (81% to 100%)	Level 2 (81% to 100%)	Level 3 (81% to 100%)	Level 3 (81% to 100%)
<b>Base allowance</b>	<b>\$4,000</b>	<b>\$6,000</b>	<b>\$4,000</b>	<b>\$5,000</b>	<b>\$4,000</b>	<b>\$4,000</b>
After 3 years' service	+ \$2,000	+ \$4,000	-	+ \$2,000		-
<b>Total after 3 years' service</b>	<b>\$6,000</b>	<b>\$10,000</b>		<b>\$7,000</b>		
After 6 years' service	+ \$4,000	+ \$6,000	-	+ \$3,000		
<b>Total after 6 years'</b>	<b>\$8,000</b>	<b>\$12,000</b>	<b>\$4,000</b>	<b>\$8,000</b>	<b>\$4,000</b>	<b>\$4,000</b>

- (d) A principal can only receive one allowance i.e. they cannot receive a Level 1, a Level 2, and/or a Level 3 allowance concurrently. The employer will advise when a change of circumstances alters the allowance a principal is eligible to receive.
- (e) Service for the payment of the Level 2 allowance shall include any periods of teaching service in Māori immersion Level 1 or Level 2. Service for the payment at Level 1 shall include any teaching service at Level 1 Māori immersion only.
- (f) For clarity continuous service for the payment of the allowance shall be interrupted but not broken by any periods of unpaid leave and/or breaks in teaching service and/or teaching service in classes other than Māori immersion level one.

#### 6.2.7 Compassionate Grant

A compassionate grant shall be paid by the employer to a partner, or if there is no partner, to the next of kin of a principal who dies while employed in the state teaching service. Compassionate grants are calculated as a proportion of the annual rate of salary (including any permanent salary allowances) payable to the principal at the time of death as follows:

<b>Length of Service (in New Zealand state schools)</b>	<b>Proportion of Annual Salary Rate</b>
20 years or more	One-eighth
10 years but less than 20 years	One-twelfth
Under 10 years	No grant payable

For the purposes of this clause, "service" means service in New Zealand state or state-integrated schools. Service must be continuous except that intervals of up to one year may be bridged and service aggregated, but the intervals do not count as service. If an interval exceeds one year the qualifying service commences afresh after the interval.

#### 6.2.8 Grandparented Service Increment

- (a) A permanent Principal on 1 July 1992 who received a service increment shall maintain that entitlement while the Principal remains in a position covered by this Agreement, of \$1,641 per annum.
- (b) Teachers or Principals from area or secondary schools who were in receipt of a service increment under their appropriate Agreement as at 10 September 1992 who then transfer to the primary service shall receive the primary service increment of \$1,641 per annum.
- (c) A short break in service (being less than six months) for any Principal in receipt of the service increment will not affect eligibility for the service increment.
- (d) Approved paid leave and unpaid leave, parental leave, and leave for childcare purposes of less than five years will not affect eligibility for the service increment.
- (e) Teachers or Principals who move from employment with one Board to another Board will continue their entitlement to the service increment unless there is a break in service of six months or more (other than a period of leave described in clause 6.2.8(d)).

#### 6.2.9 Specialist School Principals' Allowance

- (a) A principal in one of the specialist residential schools listed below shall receive additional salary of \$3,000 per annum for as long as that school retains its residential function. From 28 January 2024, this payment will be increased to \$10,000 per annum.
  - Halswell
  - BLENNZ
  - Salisbury
  - Westbridge
  - Ko Taku Reo

- (b) A principal in a specialist school not listed in clause 6.2.9(a) shall receive additional salary of \$2,000 per annum. From 28 January 2024, this payment will be increased to \$5,000 per annum.
- (c) No principal shall be entitled to receive more than one specialist school principals' allowance at any one time.
- (d) The parties acknowledge that receipt of this payment will not affect the Ministry | Te Tāhuhu o te Mātauranga's response to applications for Ministry | Te Tāhuhu o te Mātauranga concurrence for further additional payments for specialist residential school principals.

#### 6.2.10 Pacific Bilingual Immersion Teaching Allowance

- (a) The purpose of this allowance is to recognise the additional skills teachers must have to deliver teaching and learning through a Pacific language in a Pacific bilingual or immersion context in a school or kura.
- (b) A principal is eligible for an allowance described in (c) if they meet the minimum teaching time requirements in that clause and if they have the language proficiency necessary to teach the curriculum in a Pacific language for the period required by the Pacific bilingual or language immersion level in which they are engaged.
- (c) From the beginning of Term 1, 2024, all eligible principals teaching in a Pacific language in a Pacific bilingual or immersion unit/programme/class (as defined by the Ministry in School Roll Return Guidelines) shall receive the allowance that relates to the highest language Level in which they are teaching and their years of service teaching in a bilingual or immersion setting as provided for in the table below:

<b>PBITA</b>	<b>From 28 January 2024</b>	<b>From 28 January 2024</b>
Teaching time that curriculum is taught in a Pacific language	Level 1 (81% to 100%)	Level 2 (51% to 80%)
<b>Base allowance</b>	<b>\$4,000</b>	<b>\$4,000</b>
After 3 years' service	+\$2,000	+\$1,000
<b>Total after 3 years</b>	<b>\$6,000</b>	<b>\$5,000</b>
After 6 years' service	+\$4,000	+\$2,000
<b>Total after 6 years'</b>	<b>\$8,000</b>	<b>\$6,000</b>

- (d) A principal can only receive one allowance i.e., they cannot receive a Level 1 and Level 2 allowance concurrently. The employer will advise when a change of circumstances alters the allowance a principal is eligible to receive.
- (e) Service for the payment of the Level 2 allowance shall include any teaching service at Pacific or bilingual immersion Level 1 or Level 2. Service for the payment at Level 1 shall include any teaching service at Pacific or bilingual immersion Level 1 only.

#### 6.2.11 Cultural Leadership Allowance for Bilingual settings

From 28 January 2024, tumuaki | principals who lead schools and kura which offer Level 1 or Level 2 te reo Māori or Pacific language immersion programmes (as defined by the Ministry in School Roll Return Guidelines) are entitled to an allowance of \$5,000 per annum.

### 6.3 Isolation Allowance

- 6.3.1 A principal whose work requires that they reside for the term of their appointment at a locality designated as isolated will receive an isolation allowance at the prescribed rate.

- 6.3.2 An isolation allowance will be paid fortnightly and during:
- (a) periods of annual leave, whether or not the principal 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 principal goes to another locality and is paid a school camp allowance.

- 6.3.3 The isolation allowance rates for principals whose full-time residence is in a locality which has a population of less than 300 are listed in Appendix 1.

#### **6.4 Removal Expenses**

- 6.4.1 The provisions of Appendix 2 apply.

## **Part 7: Leave**

### **7.1 Annual Leave**

- 7.1.1 An employer may, during any period when the school is officially closed for instruction, require a principal to:
- (a) undertake duties or responsibilities required during that period for the proper management of the school; or
  - (b) attend at the school or elsewhere for other purposes connected to that principal's employment.

The employer will however, endeavour to arrange matters at the school in such a way that any requirement that the principal undertake duties or attend at the school when the school is officially closed for instruction is not unreasonable.

- 7.1.2 Principals will take their annual leave outside of the gazetted term dates, when the school is closed for instruction. Such leave shall be taken in the year in which it falls due, except where the Board and the principal agree, in writing, that the unused entitlement may be carried over to the following year.
- 7.1.3 Time spent on secondment to a Specified Education Sector Agency will not be recognised as service for the purposes of annual leave.

### **7.2 Statutory Holidays**

- 7.2.1 In accordance with the Holidays Act 2003, a principal required by their employer to work on a Public Holiday shall be entitled to be paid time and a half for the day and to receive an alternative holiday (if the day would otherwise be a working day for the principal).

### **7.3 Sick Leave**

- 7.3.1 Sick Leave entitlement until 27 January 2024
- Until 27 January 2024, all principals are entitled to sick leave on pay on account of sickness or injury under **either** clause (a) **or** (b) as follows:

- (a) A principal who works for the employer for a period of more than six months, or has service recognised for the purposes of sick leave (as defined in clause 7.3.4) shall be entitled to 5 days sick leave on pay on account of sickness or injury, in each ensuing period of 12 months. In addition, principals shall be granted additional entitlement as set out in the Table A below:

**Table A**

<b>Total service as a teacher or principal in State or State Integrated schools</b>	<b>Additional days for each period of service</b>
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

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

**Table B**

<b>Aggregate Employment</b>	<b>Aggregated period for which sick leave on pay may be granted during service</b>
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

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

#### 7.3.2 Sick Leave entitlement after 28 January 2024

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

Aggregate Employment	Entitlement	Accumulated entitlement
Upon first appointment	20 days	20 days
6 months aggregate employment	10 days	30 days
12 months aggregate employment	10 days	40 days
18 months aggregate employment	10 days	50 days
24 months aggregate employment	10 days	60 days
30 months aggregate employment	10 days	70 days
Each subsequent 12 months of completed aggregate employment	10 days	+10 days

- (b) The amount of sick leave available shall be the principal's accumulated entitlement based on the principal's aggregate employment (as set out in the table above), less the total amount of paid sick leave the principal has taken during their aggregate employment as a teacher or principal.
- (c) Transitional provisions for principals employed in a school or schools in the Education Service prior to 28 January 2024 are set out in Appendix 6.

**Note:** the parties agree to delete clause 7.3.1 from future collective agreements.

### 7.3.3 Aggregate employment for Sick Leave purposes

- (a) For the purposes of sick leave, "aggregate employment" means:
  - (i) All full time and part-time employment as a teacher or principal in any state or state-integrated school;
  - (ii) Any employment recognised under clause 7.3.4(a) below;

- (iii) All short-term relief worked in any state or state-integrated school on the basis that every 190 days or 950 hours equals one year of employment.
- (b) The amount of sick leave available to a principal returning to the teaching service following a break in employment will be the balance that applied on their last day of employment plus any additional employment that may be credited under clause 7.3.4(a) below. Any part-year employment completed prior to the break in service will be counted towards the timing of the next entitlement after return to service. Further entitlements will be granted when the principal reaches the next entitlement threshold as outlined in clause 7.3.2 (a) above.

#### 7.3.4 Recognition of additional employment for sick leave purposes

- (a) Upon first appointment to a teaching or principal position (whichever is first) in a state or state integrated school, or following a break in employment, the following employment outside of teaching service in state or state-integrated schools will be recognised for sick leave purposes:
- (i) Employment as a teacher or principal in a New Zealand free kindergarten association, university, or polytechnic and/or employment as a teacher in Fiji, Cook Islands, Tonga, Western Samoa or Niue registered schools. For this purpose, permanent part-time employment and non-permanent employment that consists of employment for 20 hours or more per week will be recognised as full-time employment under this Agreement. Non-permanent part-time employment of less than 20 hours per week will be credited as follows:
- 80 hours are recognised as the equivalent of one month of employment under this Agreement, and
  - 1000 hours are recognised as the equivalent of one year of employment under this Agreement.

- (ii) Employment in the New Zealand Public Service and/or Armed Forces may be credited on such terms as the Secretary may agree.
  - (iii) Periods of secondment to Specified Education Sector Agency on a full-time or part-time basis, where that consists of employment with the Agency for 20 hours or more per week. The principal shall provide a certificate of service at the cessation of each secondment confirming their service while seconded and any sick leave that they took while seconded. Any sick leave taken during the secondment will be deducted from the principal's sick leave balance at the end of the secondment.
- (b) Any sick leave entitlement credited under clause 7.3.4(a) shall be reduced by the amount of sick leave taken during the applicable periods of employment.

### 7.3.5 Taking sick leave

- (a) A principal who has sick leave entitlement available under clause 7.3.1 or 7.3.2 can take sick leave on pay when they are absent because they are sick or injured or the principal's spouse, partner, or someone dependent on the principal for care is sick or injured.
- (b) The employer may grant paid sick leave in advance from the principal's next annual entitlement i.e., up to 10 days, which will be deducted from their next entitlement.
- (c) Principals will have sick leave deducted from their entitlement as follows:
  - (i) Sick leave is only deducted on days that the school is open for instruction, and on days which the principal would normally have worked.
  - (ii) Sick leave will not be deducted for an absence that is less than two hours.

### 7.3.6 Medical Evidence

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

### 7.3.7 Principals temporarily working reduced hours on account of sickness

- (a) The employer may allow, at its discretion, a principal who has been on sick leave to return to duty on a reduced hours basis if:
  - (i) The principal's doctor recommends and provides a medical clearance for the return to work, and

- (ii) There would be no staffing or timetabling problems for the school.
  - (b) The daily hours the principal does not work each week will be aggregated and deducted as sick leave as a proportion of the total hours they would usually work in that week.
  - (c) Nothing in this clause shall be read as a limitation on the rights and obligations on employees and employers under Parts 6AA and 6AB of the Employment Relations Act 2000 (which deal with flexible working arrangements).
- 7.3.8 Absences due to an injury or accident covered by the Accident Compensation Corporation
- (a) When a principal is absent on account of a work related injury by accident that is covered by the Accident Compensation Corporation, no sick leave will be deducted for the period of absence.
  - (b) Subject to section 71(4) of the Holidays Act 2003, when a principal is absent on account of a non-work related injury by accident covered by the Accident Compensation Corporation, the sick leave is deducted to make up the principal's normal remuneration (provided the principal has a sick leave entitlement available) i.e. the payment of earnings related compensation plus the principal's sick leave (where leave is available) will equal the principal's normal remuneration.

#### **7.4 Disregarded sick leave**

- 7.4.1 Disregarded sick leave not exceeding an overall aggregate of two years shall be granted by the Secretary, where in the opinion of the Secretary one of the following conditions has been met:
- (i) The sickness can be traced directly to the conditions or circumstances under which the principal is working; or
  - (ii) The injury occurred in the discharge of the principal's duties through no fault of the principal; and where no payment has been made by the Accident Compensation Corporation; or

- (iii) The principal has contracted a notifiable disease listed in Part 1 of Schedule 1 of the Health Act 1956, and the principal is either:
  - (a) complying with a written request or direction from a Medical Officer of Health under the Health Act 1956 to refrain from attending school for a specified period, or
  - (b) is otherwise required by a relevant Public Health Order to refrain from attending school for a specified period.
- (iv) The principal has contracted hepatitis or tuberculosis, where the period of disregarded sick leave is the time that the principal's treating registered medical practitioner decides is necessary for the principal to remain away from school; or
- (v) The absence was due to war injury or service.

- 7.4.2 Where sick leave has been deducted for any period granted as disregarded sick leave under clause 7.4.1 above, the sick leave will be reinstated.
- 7.4.3 Disregarded sick leave is additional to any period of absence on account of sickness or injury to which the principal is entitled with full salary in accordance with the scale set out in clause 7.3 above.
- 7.4.4 Fixed term or relieving principals shall only be granted disregarded sick leave, as provided for in clause 7.4.1 above, where they have been in continuous employment before the date of application.

## **7.5 Holiday pay deductions**

- 7.5.1 Holiday pay is not reduced for periods of sick leave with pay.
- 7.5.2 When principals have used their current sick leave entitlement holiday pay may be reduced for periods of sick leave without pay on the following conditions:
  - (a) No deduction is to be made from the holiday pay of principals for periods of sick leave without pay for periods not exceeding 90 calendar days in any one school year.

- (b) 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.

7.5.3 Principals 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.

7.5.4 Clause 7.5.2 above will apply to all fixed term or relieving teachers who have completed at least 90 calendar days continuous service.

## **7.6 Bereavement / Tangihanga Leave**

7.6.1 An employer shall approve special bereavement/tangihanga leave on pay for a principal to discharge any obligation and/or to pay respects to a deceased person with whom the principal 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.

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

- (a) The closeness of association between the principal and the deceased.  
(Note: This association need not be a blood relationship);
- (b) Whether the principal has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from death;
- (c) The amount of time needed to discharge properly any responsibilities or obligations;
- (d) Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
- (e) When an unveiling ceremony occurs on a school working day, leave on pay shall be granted.

## **7.7 Discretionary Leave**

- 7.7.1 The employer may, where there are special circumstances, grant discretionary leave with or without pay to any principal 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, the employer shall ensure that the granting of such leave complies with any funding arrangements applying to the school in respect of such leave.

***Note: Where leave is granted for family reasons, family shall include: partner, child, sister, brother, parent, grandparent, grandchild, kaumātua, mokopuna, tamaiti whangai, matua whangai, near relative, near relative-in-law, a member of the household or a person dependent on the principal.***

- 7.7.2 The employer shall give favourable consideration to granting discretionary leave to a principal who is absent from work to attend to a dependent of the principal.

## **7.8 Parental Leave**

***Note: Principals are encouraged to contact the Employment New Zealand on 0800 20 90 20 for more information on parental leave.***

- 7.8.1 The provisions of the Parental Leave and Employment Protection Act 1987 shall apply, except in the case of superior provisions listed below.
- 7.8.2 The Act provides entitlements to prospective parents, including those adopting a child under six years of age, who meet specific criteria, as set out in the Act. Those entitlements are:
- (a) Special leave (pregnancy-related) of up to 10 days;
  - (b) Primary carer leave of up to 26 weeks;
  - (c) Extended leave of up to 52 weeks;
  - (d) Up to 26 weeks of parental leave payments;
  - (e) Partner's leave of up to two weeks;

7.8.3 In addition to a principal's rights under this Act, the following shall apply:

- (a) Principals intending to resign because of pregnancy or the birth of a child must be advised of their right to take parental leave;
- (b) Primary carer leave may commence at any time during the pregnancy, subject to the principal giving the employer one month's notice in writing supported by a medical certificate. A shorter period of notice will be accepted on the recommendation of a medical practitioner;
- (c) Any primary carer leave taken will not count against the extended leave entitlement;
- (d) A principal with less than 52 weeks' service shall be entitled to 26 weeks leave from the date of birth and may be granted up to 26 weeks additional leave at the discretion of the employer.
- (e) If a principal is granted parental leave, or leave equivalent to parental leave while seconded to a Specified Education Sector Agency, the following provisions will apply:
  - (i) The principal must give the same notice(s) which would otherwise apply under the Act to the employer, in addition to the Specified Education Sector Agency they are seconded to.
  - (ii) Provided the principal has met the notice requirements above, the employer will grant the principal sufficient leave that they are able to take up to 52 weeks unpaid leave from the date of birth, or in the case of adoption, whangai or Home for Life placement of a child under the age of six years from the date the principal becomes the primary carer.

#### 7.8.4 Parental Grant

- (a) The parental grant is payable to a principal on production of a birth certificate or evidence of an approved adoption placement. This entitlement is payable if the principal qualifies for primary carer leave (refer the Parental Leave and Employment Protection Act 1987) or resigns because of pregnancy or adoption, except as follows: the parental grant is not payable where a principal has not produced a medical certificate confirming pregnancy, or confirmation from the relevant government department of suitability as an adoptive parent, before commencing leave or resigning. No provision is made for payment of a parental grant in the case of a miscarriage.
- (b) 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 principal was granted leave of absence or resigned as the case may be. However, a principal who works less than full normal hours for a short period only, prior to taking primary carer leave, may have their case for full payment considered by the employer. When a principal is absent on primary carer leave for less than six weeks (30 working days), the full grant equivalent to six weeks salary is still payable. The parental grant is not reduced because salary is being received.

**Note:** *Principals on parental leave have access to the surplus staffing/school closure provisions of this Agreement.*

#### 7.9 Study Leave

- 7.9.1 A principal who applies for and is awarded one of the 75 full time equivalent study awards from the Ministry | Te Tāhuhu o te Mātauranga, available nationally each year to all primary teachers and principals, shall be granted leave on pay for the period of the study.
- 7.9.2 In allocating study awards the good employer requirements of section 597 of the Education and Training Act 2020 shall be considered.

7.9.3 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.

**7.10 Refreshment Leave**

7.10.1 Principals attested as meeting the principals' professional standards in this Agreement shall be entitled (subject to clause 7.10.2) to take unpaid refreshment leave of one school term after three years in the school or up to one school year after five years in the school. When a period of 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 principal may be considered for further refreshment leave.

7.10.2 Entitlement to refreshment leave in clause 7.10.1 is subject to:

- (a) The employer's ability to find a suitable reliever to fill the vacancy created by the principal taking the leave, including any consequential vacancy arising as a result of an existing employee acting in the principal's position. A suitable reliever is a person who will be able, to the satisfaction of the employer, to relieve in the school during the period of the principal's leave. The employer shall use reasonable endeavours to find a suitable reliever. Reasonable endeavours in this context means accessing suitable relievers from current staff, e.g., DP or AP and/or 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 the employer to place more than one advertisement; and
- (b) the principal not being subject to current competency or disciplinary processes.

7.10.3 Time off on refreshment leave will count as service for the purposes of 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.

- 7.10.4 A principal taking refreshment leave shall not accept employment as a teacher or principal in another state or state-integrated NZ school. However, a principal may agree to undertake occasional day relief work.
- 7.10.5 Periods of secondment to a Specified Education Sector Agency will not count towards qualifying service under clause 7.10.1 for a period of refreshment leave.

## **7.11 Paid Sabbatical Leave**

- 7.11.1 The purpose of sabbatical leave is to provide a paid period of leave during a principal's career, to engage in a balance of professional learning, reflection and rejuvenation.
- 7.11.2 10-week sabbaticals
- (a) 105 paid sabbatical leave positions, each of one term, based on ten weeks per annum, will be available to primary principals annually in accordance with the provisions of this clause.
  - (b) A principal must have completed a minimum of five years' service as a principal in state and state-integrated schools to qualify. Periods of secondment to a Specified Education Sector Agency do not count towards qualifying service.
- 7.11.3 20-week sabbaticals
- (a) From the start of the 2024 school year, there are 20 paid 20-school week sabbaticals available nationally each year to principals who have not previously been awarded a sabbatical.
  - (b) A principal must have completed a minimum of fifteen years' service as a principal in state and state-integrated schools to qualify. Periods of secondment to a Specified Education Sector Agency do not count towards qualifying service.

- 7.11.4 In applying for a paid sabbatical, a principal will develop a proposal for sabbatical leave in consultation with their Board, identifying the purposes for which they would use the sabbatical and the likely benefits to the school or the sector more widely. Sabbatical leave could be used for a wide range of purposes such as research, study, reflection and school visits.
- 7.11.5 The scheme, which is open to all primary principals, will be transparent and use criteria developed by the Ministry | Te Tāhuhu o te Mātauranga, sector unions and NZSTA for the selection of recipients. It will operate according to a process similar to that for study leave in clause 7.9 with representation from sector union principals, NZSTA and the Ministry | Te Tāhuhu o te Mātauranga on the selection panel.
- 7.11.6 Principals will share their experiences and what they have learnt through sabbatical leave with other principals and Boards through Education Leaders or other fora thus maximising the benefit to other principals and schools; promoting collaboration and sharing of innovation and effective practice, and creating a body of research and information available to all principals.
- 7.11.7 Guidelines (including closing dates) and application forms are available on [www.education.govt.nz](http://www.education.govt.nz).

## **7.12 Professional Development Release Time for First Time Principals**

- 7.12.1 First time principals employed in a U1 to U2 grade primary school shall receive 10 days' development release time over an 18-month period to be used for professional learning opportunities designed to improve their management and professional learning leadership capability.

## **7.13 Family Violence Leave**

- 7.13.1 Leave as provided for by the Holidays Act 2003 is in addition to other leave allowances within this collective agreement.

## **Part 8: Complaints/Discipline/Competency**

### **8.1 General Provisions/Process**

- 8.1.1 The following principles shall be used in addressing complaints, discipline and concerns regarding competence to ensure that such matters are, in the interests of all parties, fully and fairly addressed:
- (a) where such issues or concerns regarding competence arise, the Board shall initiate informal discussions with the principal in an attempt to resolve the matter in an informal manner. This applies following receipt of a complaint and/or concern(s) being raised in relation to any of these matters. This will occur prior to formally commencing a disciplinary or competency process, unless the nature of the complaint or concern(s) is such that this would be inappropriate;
  - (b) questions of competence, conduct and discipline should be handled in a manner which, as far as possible, protects the mana and dignity of the principal concerned. Principals may seek whānau, family, professional and / or NZEI Te Riu Roa support in relation to such matters.

### **8.2 Ngā Kōrero me ngā Tikanga**

#### **8.2.1**

- (a) Me tuku reta atu ki te kaimahi hei whakamārama atu i nga raruraru kua puta noa. Mehemea he pai ki te kaimahi rāua tahi ko tona tumuaki, e āhei ana ki te whakahaere tonutia ngā whakaritenga i raro i ngā tikanga Māori.
- (b) Anei ra ētahi momo tikanga hei kōwhiringa mā rātou:
  - he huihuinga kei te marae;
  - he whakawhiti kōrero kanohi ki te kanohi;
  - ka hui mai te whānau hei tuarā mō te katoa; ā
  - ka hui mai ngā kaumātua kuia hei arahi hei tohutohu i ā rātou katoa;

- (c) Mēnā ka whakaaetia te kaimahi rāua ko tōna tumuaki ō rāua kaihautū rānei, kia oti pai ai te kaupapa, mā rāua mā ngā kaihautu rānei e hainatia ngā whakaaetanga i tūhia. Makaia atu tētahi kape o ngā whakaaetanga nei ki te kōnae o te kaimahi.
- (d) He māmā noa iho ēnei whakawhiringa mehemea hiahia ana tētahi taha ki a waiho tārewa ake ngā tikanga Māori ki a huri ke ia ki ētahi (te katoa rānei) o ngā whakaritenga, arā 8.3, 8.4, 8.5, 8.6 me 8.7 e whai ake nei. Engari, mehemea ka huri kē atu i ngā tikanga Māori, ehara tērā i te tino raruraru ki a oti hē rawa ngā whakaritenga katoa. Ina hoki ka tahuri mai tētahi taha ki ēnei ki 8.3, 8.4, 8.5, 8.6 me 8.7 i raro nei, me tuhituhi hei whakamārama ki tērā atu taha.

## 8.2 Discussions in a Māori Context

### 8.2.1

- (a) The principal must be advised in writing of the specific matter(s) causing concern. The principal and the Board may, depending on the nature of the complaint, agree to attempt to deal with a complaint by it being heard in a Māori context and manner.
- (b) A Māori context and manner relates to the following:
  - meetings can be held on marae;
  - there is face to face engagement;
  - there can be whānau support for all involved; and
  - guidance and advice is often provided by kaumatua and kuia for all involved.
- (c) Should the principal and the Board, or their representatives on their behalf, agree to a resolution of the matter then this shall be recorded in writing and signed by both parties and/or their representatives on their behalf. A copy of the agreement will be placed on the principal's personal file.

- (d) This is a discretionary option and either party may withdraw at any time, and nothing in this clause prevents the Board or the principal deciding, at any time, that any or all of the procedures in clauses 8.3, 8.4, 8.5, 8.6 and 8.7 will be used. Where either party decides to withdraw from this process such a decision will not of itself give rise to any claim of procedural deficiency or unfairness. The decision to withdraw from this process and/or for the Board to use any or all of the procedures in clauses 8.3, 8.4, 8.5, 8.6 and 8.7 will be notified in writing to the other party.

### **8.3 Competency**

- 8.3.1 Where there are matters of competency which are causing concern, the Board shall put in place appropriate individual assistance and guidance to assist the principal; and for that purpose, may seek such appropriate professional advice as may be required.
- 8.3.2 Where this assistance and guidance has not remedied the situation, the Board shall initiate a competency process and the following provisions should govern the action to be taken:
- (a) the principal must be advised in writing of the specific matter(s) causing concern and what, if any, corrective action is required.
  - (b) the principal is to be given a reasonable opportunity to remedy the matter(s) causing concern. This timeframe shall be determined by the Board, may take into account any previous support or guidance, and shall be relevant to the matter(s) causing concern;
  - (c) the process and results of any evaluation are to be recorded in writing, sighted and signed by the principal;
  - (d) a copy of any report made to the Board shall be given to the principal;
  - (e) no action shall be taken on a report until the principal has had a reasonable time to comment (in writing, orally or both);

- (f) if the above steps (a-e) fail to resolve the matter(s) of concern, the Board may, where justified, dismiss the principal in accordance with clauses 8.6 or 8.7 and without the need to follow the provisions of clause 8.4 below; and
- (g) a copy of any report given to the Teaching Council shall be given to the principal.

#### **8.4 Discipline**

- 8.4.1 The following will apply where specific disciplinary matter(s) are cause for concern.
- 8.4.2 The principal must be advised of the right to have representation at any stage.
- 8.4.3 The principal must be advised in writing of the specific matter(s) causing concern and be given a reasonable opportunity to provide an explanation. Before making a final decision, the Board may need to make further inquiries in order to be satisfied as to the facts of the specific matter(s) causing concern.
- 8.4.4 If misconduct is found to have occurred then the corrective action(s) that may be imposed, following an opportunity for the principal to comment, include:
  - (a) counselling and/or mentoring intended to assist the principal amend their conduct and/or change particular behaviours;
  - (b) a verbal or written warning that includes advice of any corrective action required to amend their conduct and a reasonable opportunity to do so; and
  - (c) a final written warning which includes advice of any corrective action required to amend their conduct and giving reasonable opportunity to do so.
- 8.4.5 The Board may also consider that the misconduct warrants dismissal with or without notice.

8.4.6 The process and any resulting action(s) are to be recorded, then sighted and signed by the principal and placed on their personal file.

8.4.7 A copy of any report in relation to this matter made to the Board or provided to the Teaching Council shall be given to the principal.

## **8.5 Suspension**

8.5.1

- (a) If the alleged conduct is deemed sufficiently serious a principal may be either suspended with or without pay or transferred temporarily to other duties.
- (b) The Board shall not, unless there are exceptional circumstances, suspend the principal without first allowing the principal a reasonable opportunity to make submissions to the Board about the alleged misconduct and the appropriateness of suspension in all of the circumstances. The Board shall take into account any submissions made by the principal before determining the matter of suspension.
- (c) The Board shall use its best endeavours to ensure that the period of suspension is kept to the minimum possible consistent with ensuring that the allegations of misconduct are properly investigated and that the principal is treated fairly at all times.
- (d) If the allegation that led to suspension is without substance the principal shall, unless they have resigned in the interim, be entitled to resume duties immediately and, if suspended without pay, to have that pay re-instated from the date of suspension.

## **8.6 Dismissal**

8.6.1 The Board may, after applying the principles and processes of clauses 8.1, 8.2, 8.3, 8.4 and 8.5 above, terminate the employment of the principal by giving two months' notice of termination. In the first instance, the Board and the principal may mutually agree to waive the requirement to work out two months' notice. If agreement cannot be reached, the principal may be dismissed and paid two months' salary in lieu of notice.

**8.7 Instant Dismissal**

8.7.1 In the case of a finding of serious misconduct, the Board may dismiss the principal without notice.

**8.8 Employment Relationship Problem Resolution**

8.8.1 The employment relationship problem resolution provisions in Appendix 3 of this Agreement are available to a principal who is aggrieved by any action of the Board taken under these provisions.

## **Part 9: Surplus Staffing**

- 9.1.1 In the situation of a school reorganisation process, the principals' positions in all the closed or reorganised schools shall be disestablished and clauses 9.7 and/or 9.8 shall apply. The new position of principal in the reorganised school shall be advertised pursuant to the Section 604 of the Education and Training Act 2020.
- 9.1.2 Where the staffing requirements within the school have been reviewed by an employer (including as a consequence of amalgamation, merger, change of status, and/or closure), and a permanently appointed principal's position is disestablished, the principal in consultation with the Board may elect either:
- (a) Redeployment - The principal is redeployed, as a basic scale teacher with full salary protection, for 30 school weeks within the school or any other school requested by the principal with the approval of the original Board and of the Board of that other school. The redeployment process is outlined in clause 9.2; or
  - (b) Retraining - Undertake a suitable course of retraining approved by the Ministry | Te Tāhuhu o te Mātauranga for 30 school weeks which enables or upgrades the principal as a teacher or a principal. The retraining process is outlined in clause 9.3; or
  - (c) Severance - Terminate the employment by giving three months' notice. In addition, the Board shall pay the principal a lump sum payment equivalent to:
    - Three months' ordinary pay (basic taxable salary) where the principal has up to three years' service;
    - Four months' ordinary pay (basic taxable salary) where the principal has over three years' and up to five years' service;
    - Six months' ordinary pay (basic taxable salary) where the principal has five years' (and over) service.

Provided that if the principal, following disestablishment of their position, commences permanent employment in a state or state-integrated school before the expiry of the period in respect of which the payment was made (i.e., three months, four months, or six months), the principal shall refund the portion of the severance payment which represents the difference between the period in respect of which the payment was made and the number of weeks without employment.

- (d) Long Service Payment - Subject to clause 9.4 where the principal has 25 years' service or more she/he may elect to be paid a lump sum of six months' ordinary pay (basic taxable salary) plus one weeks' ordinary pay for each complete year of service. The maximum amount payable under this clause shall not exceed salary for one year.

- 9.2 The following redeployment procedures shall apply to a principal who is redeployed under clause 9.1.2 (a):
- 9.2.1 The employer shall assist the principal to find a suitable alternative position and will meet the reasonable costs of attending relevant interviews.
- 9.2.2 Where a principal is redeployed as a basic scale teacher under clause 9.1.2 (a) and a position at the same or lower level becomes vacant at the school at which the principal is redeployed (or with the principal's original Board where the principal has been redeployed to a different school) the principal 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 principal.
- 9.2.3 Where a principal declines placement under clause 9.2.2 at the same level or declines a reasonable offer of appointment at the same or higher level from another Board, that principal's employment shall be terminated without further compensation.
- 9.2.4 The principal shall receive pay protection for the full 30 school weeks if they remain at that school.

- 9.2.5 Where any teaching position above that of basic scale (but not the position of principal) becomes vacant at the school at which the principal has been redeployed during the redeployment period, that position must be advertised internally in the first instance.
- 9.2.6 There is no entitlement to appointment to the position of principal in the originating school or the school in which redeployment occurs should a vacancy occur during the period of redeployment.
- 9.2.7 A principal may, during their period of redeployment, subject to agreement between the principal and their employer, undertake a defined special project(s) of work.
- 9.2.8 At the end of the period of redeployment if a new position has not been secured the principal's employment shall be terminated. If the employment is likely to be terminated in these circumstances the Board shall advise the principal in writing of this not less than one month before the expiry of the period of redeployment.
- 9.2.9 If a transfer of location is involved, principals employed under clause 9.1.2 (a) may elect to be reimbursed removal expenses as per Appendix 2 in one or another but not both of the following circumstances:
- (a) Where the principal transfers to another school to continue employment pursuant to clause 9.1.2 (a); or
  - (b) Where the principal transfers to a school where they have been appointed to a new permanent position.
- 9.3 The following shall apply to a principal who is re-training under clause 9.1.2 (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 re-training if a permanent position has not been secured the principal's employment shall be terminated. If the employment is likely to be terminated in these circumstances the Board shall advise the principal in writing of this not less than one month before the expiry of the period of re-training.

9.4 Payment of severance or long service payment under clause 9.1.2 is subject to the following provisions:

- (a) Where a principal 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 9.1.2 the principal 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. Repayment shall be for the proportion of time that they work and at the rate they earn, or the rate of payment that was received under clause 9.1.2., whichever is the lesser.
- (b) Payment under this provision is conditional on the employee finishing on an agreed date. Where the employee resigns their position or is appointed to another teaching position in a state or state-integrated school before the date of payment, no payment will be made.
- (c) Any employee 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 principal who is subject to clause 9.4 (a) shall receive pro rata reinstatement of these 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.
- 9.5 In the event of the status of the school changing to a kura kaupapa Māori or a school which will provide level 1, 2 or 3 Māori Immersion programmes, all of the provisions of this clause will apply to the principal if she/he is affected and required to transfer out.
- 9.6 **For the purpose of this Part “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 5 years’ credit) given for time spent on childcare pursuant to clause 5.5. of the Primary Teachers’ Collective Agreement.**
- 9.7 **In case of the principals whose positions have been disestablished in the event of a school reorganisation process the following surplus staffing options shall apply:**
- (a) Redeployment - The principal is redeployed as a basic scale teacher for 40 school weeks at any other school requested by the principal with the approval of the Board of that other school. Salary protection at the principal’s previous salary (i.e. school roll and staffing based components only) shall apply for the period of redeployment. The redeployment process is outlined in clause 9.2 provided that upon termination of the supernumerary period, principals who complete their supernumerary employment of 40 school weeks and have yet to secure a permanent position in another state or state-integrated school, will retain an entitlement to removal expenses as per Appendix 2 of the PPCA for a period of 12 months from the cessation of their supernumerary employment. This entitlement will cease on permanent appointment to a position in a state school; or

- (b) Retraining - Undertake a suitable course of retraining approved by the Ministry of Education | Te Tāhuhu o te Mātauranga for 30 school weeks which enables or upgrades the principal as a teacher or a principal. The retraining process is outlined in clause 9.3; or
- (c) Severance - Terminate the employment by giving three months' notice. In addition, the Board shall pay the principal a lump sum payment equivalent to:
  - (i) Three months' ordinary pay (basic taxable salary) where the principal has up to three years' service;
  - (ii) Four months' ordinary pay (basic taxable salary) where the principal has over three years' and up to five years' service;
  - (iii) Six months' ordinary pay (basic taxable salary) where the principal has five years' (and over) service.Provided that if the principal, following disestablishment of their position, commences permanent employment in a state or state-integrated school before the expiry of the period in respect of which the payment was made (i.e., three months, four months, or six months), the principal shall refund the portion of the severance payment which represents the difference between the period in respect of which the payment was made and the number of weeks without employment.
- (d) Long Service Payment - Subject to clause 9.4 where the principal has 25 years' service or more she/he may elect to be paid a lump sum of six months' ordinary pay (basic taxable salary) plus one weeks' ordinary pay for each complete year of service. The maximum amount payable under this clause shall not exceed salary for one year.

9.8 Where a principal is appointed to a position which has lower remuneration than the position held at the time of disestablishment, they shall receive salary protection at the principal's previous salary (i.e. school roll and staffing based components only) for a period of one year from the date of disestablishment.

9.9 These provisions continue to apply when a principal is seconded to a Specified Education Sector Agency.

**9.10 Employment Protection Provisions**

9.10.1 'Restructuring' is given the same definition as in section 69OI of the Employment Relations Act 2000 and includes:

- (a) Contracting out; or
- (b) Selling or transferring the employer's business (or part of it) to another person; but excludes mergers, and school reorganisations as described in clauses 9.7 and 9.8.

9.10.2 Where 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 1.4.3) the employer will notify the NZEI where the employee affected by the restructuring is a member of the union. In such circumstances the employer will meet with representative(s) of the union to:

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

9.10.3 The employer will encourage the new employer to agree to the involvement of the union(s) in the processes described in clauses 9.9.4 and 9.9.5 below.

9.10.4 Having completed the process described in clause 9.9.2 above, the employer will meet with the new employer to:

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

9.10.5 The following shall be matters for clarification under clause 9.9.4(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 the employee affected by the restructuring;
- (b) the terms and conditions of employment to be offered to the employee (including whether the employee 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 employee and the mode of acceptance, including whether any offers of employment made by the new employer will be conveyed through NZEI.

9.10.6 Where an employer sells or transfers the business (or part of it) to another person; and the employee does not transfer to the new employer, the employee will be entitled to access the surplus staffing provisions in Part 9, clauses 9.1 to 9.8 of the Agreement. An employee engaged for a fixed term of employment shall not be entitled to the surplus staffing provisions.

## **Part 10: General**

### **10.1 Dispute of Rights/Personal Grievance**

- 10.1.1 Where appropriate, the principal and the employer agree to use every effort to resolve any dispute or personal grievance arising out of or in relation to this Agreement as quickly and as close to the source of the matter as possible. To give effect to this intention the parties agree that the primary method of dispute resolution shall be by direct negotiation of the dispute or personal grievance.
- 10.1.2 If the dispute or grievance cannot be resolved by direct negotiation then the procedures attached as Appendix 3 shall apply.

### **10.2 Termination of Employment**

- 10.2.1 Employment may be terminated at any time by the principal giving not less than two calendar months' notice unless a shorter period is mutually agreed. Except in cases of serious misconduct, where an employer dismisses a principal pursuant to Part 8 of this Agreement the employer shall give the principal two calendar months' notice.
- 10.2.2 The notice requirements in clause 10.2.1 do not apply where the Secretary gives concurrence to medical retirement.
- 10.2.3 The requirement to provide two months written notice continues to apply when a principal is seconded to a Specified Education Sector Agency.

### **10.3 Chatham Islands Provisions**

- 10.3.1 A principal on the Chatham Islands shall also be entitled to the provisions in Appendix 4.

## **10.4 Medical Retirement**

### **10.4.1**

- (a) The purpose of this provision is to:
  - (i) Provide the opportunity for principals currently in service, who are declared medically unfit or who have a terminal or serious illness, to retire from teaching with dignity;
  - (ii) Give the ability for Boards to recruit a new principal to the vacant permanent position without delay.
- (b) 'Currently in service' means the principal is employed in a permanent position at the time the application for medical retirement is made and when concurrence is given by the Secretary. Medical Retirement cannot be granted retrospectively.
- (c) A permanently appointed principal, currently in service, may be granted medical retirement under this clause in circumstances where the principal has either a terminal or serious illness which causes them to be incapable of continuing to work or returning to work in the foreseeable future, subject to the provisions of Appendix 5.
- (d) An application for medical retirement may be initiated by either the principal or the employer. The processes to be followed by the principal and the employer are specified in Appendix 5.
- (e) In such circumstances, the principal shall provide to the employer evidence of their illness from the principal's registered medical specialist with a prognosis attesting to the incapacity to work both currently and in the future. Their employer may request a further medical opinion from a registered medical practitioner nominated by the employer and will reimburse the cost where this is requested.
- (f) Where the majority of medical evidence supports the application for medical retirement, as per the guidelines outlined in Appendix 5, the employer shall seek the concurrence of the Secretary to medically retire the principal.

- (g) Where the majority of medical evidence does not support a claim for medical retirement under this provision the application will be declined.
- (h) If the application is approved the Teaching Council must be notified by the Board that the principal has been medically retired.

**Note 1:** *In the event that a principal deceases in service without activating or uplifting the medical retirement provisions outlined in medical retirement terminal illness or medical retirement serious illness, the estate of the principal shall have no claim on the medical retirement provision.*

**Note 2:** *An employer cannot retrospectively grant any application for medical retirement (when a principal has ceased to be a permanent employee of the Board, the Board may no longer approve medical retirement).*

## Schedule 1: Definition of Levels of Māori Immersion

### Level 1: Maintenance Programmes (81% to 100% Immersion)

- Te reo Māori is the principal language of communication and instruction.
- The principal curriculum is taught entirely in Māori.

(It is expected that all students in the programme will interact freely in Māori).

### Level 2: Development Programmes (51% to 80% Immersion)

- Te reo Māori is, for most of the time, the language of communication and instruction.
- English is accepted as a temporary language of instruction and communication.
- There is an agreement between the school and parents that the programme will achieve a particular level of immersion over a specified period of time.
- The level of fluency of the teacher will vary considerably, from not very fluent to native-like fluency.
- There is a reliance on Kaiarahi Reo to increase the amount of spoken Māori in the programme.

(It is expected that not all students in the programme will interact freely in Māori).

### Level 3: Emerging Programmes (31% to 50% Immersion)

- English is the main language of communication and instruction.
- The teacher can communicate at a basic level of Māori, but has difficulty instructing in Māori.
- Māori is used as the classroom management language.
- An increase in the level of immersion is restricted by the level of fluency of the teacher.
- A Kaiarahi Reo is usually the only fluent speaker in the programme.

**Note:** A school which is offering Māori as a subject only would not meet the level 3 Immersion criteria.

## **Schedule 2: Professional Standards for Primary Principals**

It is no longer a requirement to have a performance agreement. If the board has any concerns regarding the competence of a principal, the provisions in Part 8 of this Agreement will apply. The standards below provide clarity about professional expectations for principals. They can form part of the principal's job description and, alongside the school's strategic plans, contribute to a framework which assists in assessing and reviewing current fulfilment of expectations and in identifying future professional development.

<b>Areas of practice</b>	<b>Professional Standards</b>
<b>Culture</b>  Provide professional leadership that focuses the school culture on enhancing learning and teaching.	<ul style="list-style-type: none"><li>• In conjunction with the Board, develop and implement a school vision and shared goals focused on enhanced engagement and achievement for all students.</li><li>• Promote a culture whereby staff members take on appropriate leadership roles and work collaboratively to improve teaching and learning.</li><li>• Model respect for others in interactions with adults and students</li><li>• Promote the bicultural nature of New Zealand by ensuring that it is evident in the school culture.</li><li>• Maintain a safe, learning-focused environment.</li><li>• Promote an inclusive environment in which the diversity and prior experiences of students are acknowledged and respected.</li><li>• Manage conflict and other challenging situations effectively and actively work to achieve solutions.</li><li>• Demonstrate leadership through participating in professional learning.</li></ul>

<b>Areas of practice</b>	<b>Professional Standards</b>
<p><b>Pedagogy</b></p> <p>Create a learning environment in which there is an expectation that all students will experience success in learning.</p>	<ul style="list-style-type: none"> <li>• Promote, participate in and support ongoing professional learning linked to student progress.</li> <li>• Demonstrate leadership through engaging with staff and sharing knowledge about effective teaching and learning in the context of the New Zealand curriculum documents.</li> <li>• Ensure staff members engage in professional learning to establish and sustain effective teacher / learner relationships with all students, with a particular focus on Māori students.</li> <li>• Ensure that the review and design of school programmes are informed by school-based evidence, and other evidence.</li> <li>• Maintain a professional learning community within which staff members are provided with feedback and support on their professional practice.</li> <li>• Analyse and act upon school-wide evidence on student learning to maximise learning for all students with a particular focus on Māori and Pasifika students.</li> </ul>

<b>Areas of practice</b>	<b>Professional Standards</b>
<p><b>Systems</b></p> <p>Develop and use management systems to support and enhance student learning.</p>	<ul style="list-style-type: none"> <li>• Exhibit leadership that results in the effective day-to-day operation of the school.</li> <li>• Operate within Board policy and in accordance with legislative requirements.</li> <li>• Provide the Board with timely and accurate information and advice on student learning and school operation.</li> <li>• Effectively manage and administer finance, property and health and safety systems.</li> <li>• Effectively manage personnel with a focus on maximising the effectiveness of all staff members.</li> <li>• Use school / external evidence to inform planning for future action, monitor progress and manage change.</li> <li>• Prioritise resource allocation on the basis of the school's annual and strategic objectives.</li> </ul>

Areas of practice	Professional Standards
<b>Partnerships and Networks</b>  Strengthen communication and relationships to enhance student learning.	<ul style="list-style-type: none"> <li>• Work with the Board to facilitate strategic decision making.</li> <li>• Actively foster relationships with the school's community and local iwi.</li> <li>• Actively foster professional relationships with, and between colleagues, and with government agencies and others with expertise in the wider education community.</li> <li>• Interact regularly with parents and the school community on student progress and other school-related matters.</li> <li>• Actively foster relationships with other schools and participate in appropriate school networks.</li> </ul>

**Note:** Principals with teaching responsibilities will also need to meet the requirements of current standards and/or criteria for teachers.

## Appendix 1: Isolation Allowance Rates

The isolation allowance rates for employees whose full-time residence is in a locality which has a population of less than 300 are:

Category	Eligibility Criteria	Off-shore island Classifications	Basic Rate Per Annum (\$)
<b>Category 1</b>	60-100km from a population centre of greater than 1,500 persons.		\$616
<b>Category 2</b>	101-150km from a population centre of greater than 1,500 persons.		\$1,034
<b>Category 3</b>	151-200km from a population centre of greater than 1,500 persons.		\$1,547
<b>Category 4</b>	200km from a population centre of greater than 1,500 persons.	<b>A</b> <b>B</b>	\$3,032 \$2,173
<b>Category 5</b>	Employees whose full-time residence is located on an off-shore island.	<b>A</b> <b>B</b> <b>C</b> <b>D</b>	\$2,058 \$1,547 \$1,034 \$616
<b>Category 6</b>	Employees whose full-time residence is a locality on the category 6 list held by the Ministry   Te Tāhuhu o te Mātauranga and NZEI shall receive the appropriate allowance on that list.		

## **Category 6 Locations**

<b>Locality</b>	<b>Basic Rate</b>	<b>Locality</b>	<b>Basic Rate</b>
	<b>Per Annum (\$)</b>		<b>Per Annum (\$)</b>
Aranga	\$378	Ongarue	\$358
Arohena	\$471	Papanui Junction	\$378
Glenorchy	\$513	Peria	\$503
Hauturu	\$481	Piri Piri	\$441
Hawea Flat	\$616	Puketitiri	\$533
Horeke	\$376	Rere	\$481
Kawhia	\$616	Ruakituri	\$543
Makahu	\$452	Taharoa	\$616
Ohuka	\$461	Te Akau	\$441
Omarama	\$616	Waikaretu	\$573

## **Off-shore island Classifications**

- A Great Barrier Island
- B Half Moon Bay, Stewart Island
- C Matakana, Waiheke

## **Appendix 2: Removal Expenses**

**Note:** *The actual and reasonable expenses are calculated according to this Appendix.*

*Principals are reimbursed 100% of the total amount.*

### **1 Eligibility**

- 1.1 When a principal transfers in the course of promotion, or moves to or from a school referred to in clause 3 of this Appendix, or moves in terms of the redeployment provisions contained in Part 9 of this Agreement, that principal, on transferring to another housing district, shall be eligible for the reimbursement of 100% of the actual and reasonable expenses arising from the removal of their household in the following circumstances. Where the principal requires the transfer of their effects and transit insurance the principal must use the service provided by the Ministry | Te Tāhuhu o te Mātauranga without cost to the principal. The expenses, where applicable, as specified in clause 6 of this Appendix shall include:
- (a) travelling expenses;
  - (b) accommodation expenses including rent subsidy;
  - (c) furniture removals;
  - (d) legal expenses and land agents commission (or advertising costs);
  - (e) penalty mortgage repayment charges;
  - (f) miscellaneous expenses including:
    - (i) a transfer grant;
    - (ii) leave and expenses for a principal separated from her/his family/household to visit them including to assist with their transfer to the new location;
    - (iii) expenses for one visit by a principal to inspect rental or purchasable housing in the new location;
    - (iv) telephone reconnection charges for one phone only.

- 1.2 The Ministry of Education | Te Tāhuu o te Mātauranga provides a lump sum payment to cover the travel, phone, transfer grant, accommodation expenses and travelling meal allowances entitlements outlined below. However, this does not prevent a principal from choosing (as an alternative to the lump sum payment) to claim entitlements as specified and based on itemised receipts.
- 1.3 Principals entitled to the reimbursement of actual and reasonable removal expenses on the basis set out in clause 1.1 shall include full-time permanent and long term relieving principals of 12 months or more.

## **2 Promotion**

For the purposes of eligibility for reimbursement of removal expenses, a promotion is defined as an appointment to a permanent position or long term relieving position of 12 months or more where:

- (a) the previous position was a basic scale position (including a unit-holding position), a designated assistant position or a deputy principal position; or
- (b) the previous position had a lower U grading than the new position.

## **3 Principals Moving to a U1 or U2 School and/or a School in which the Current Principal Receives the Isolation Allowance**

A principal with 5 years' current continuous service as a principal shall be eligible for removal services and expenses provided in clause 1.1 of this Appendix when moving to a U1 or U2 school and/or a school in which the current principal receives the Isolation Allowance.

**4 Removal Expenses from Schools Qualifying for the Staffing Incentive Allowance**

- 4.1 A principal in a school qualifying for the staffing incentive allowance shall be required to complete a minimum of three years' continuous service in one or more of the schools concerned in order to be eligible for removal services and expenses provided in clause 1.1 of this Appendix when moving from such a school to another state or state-integrated school as a principal or teacher in a permanent position or in a long term reliever appointment of at least one year.
- 4.2 A principal in a school qualifying for the staffing incentive allowance shall retain their removal services and expenses provided in 1.1 of this Appendix when moving from the school, even if the school loses its classification during the principal's employment there providing that she/he fulfils the three years' continuous service requirement and is transferring directly to another state or state-integrated school as a principal or teacher in a permanent position or in a long term reliever appointment of at least one year.
- 4.3 A principal in a U1 or U2 school and/or who receives the isolation allowance shall be required to complete a minimum of three years' continuous service in one or more of the schools concerned in order to be eligible for removal services and expenses provided in clause 1.1 of this Appendix when moving from such a school to another state or integrated school as a principal or teacher in a permanent position or in a long term reliever appointment of at least one year.
- 4.4 A principal in a U1 or U2 school and/or who receives the isolation allowance shall retain their removal services and expenses provided in clause 1.1 of this Appendix when moving from the school, even if the school loses its classification during the principal's employment there, providing that she/he fulfils the three years' continuous service requirement and is transferring directly to another state or state-integrated school as a principal or teacher in a permanent position or in a long term reliever appointment of at least one year.

## **5 First Permanent Appointment**

- 5.1 On first permanent appointment a principal shall be eligible for the provisions set out in clause 4.2 of this Appendix where they meet the following criteria:
- The principal is resident in New Zealand at the time of appointment and;
  - The appointment is within 12 months following graduation from a course of teacher training recognised by the Secretary and;
  - The appointment involves a shift to another housing district.

### **5.2**

- (a) Reimbursement of the cost of surface fares for the principal and dependants or the appropriate motor vehicle rate;
- (b) Reimbursement of actual legal expenses of up to \$1,000 when a principal sells a house and buys another within one year of first appointment;
- (c) Use of the service provided by the Ministry of Education | Te Tāhuhu o te Mātauranga for removal of furniture and effects without cost to the teacher.

## **6 Principals on Long-Term Specialist Courses**

- 6.1 Principals shall be reimbursed 100% of actual and reasonable removal expenses as per clause 1.1 of this Appendix where they shift their household to the course centre.

## **7 Removal Reimbursing Expenses**

- 7.1 Principals claiming removal expenses shall be reimbursed 100% of the total actual and reasonable expenses claimed. The maximums which can be claimed are:
- 7.2 Penalty mortgage repayment - \$2,400.

- 7.3 Refund of legal expenses and a land agent's commission (or in advertising costs for private sale) and/or purchase of house:
- (a) aggregate of \$11,000 when buying and selling;
  - (b) legal expenses of \$950 when selling but not buying, and \$4,000 when buying but not selling;
  - (c) land agent's commission (including advertising) of \$6,300 when selling at former location;
  - (d) advertising costs of \$630 when selling at former location without the services of a land agent.
- 7.4 Refund of legal expenses and land agent's commission for sale and/or purchase of land:
- (a) aggregate of \$3,800 for purchase and subsequent sale;
  - (b) legal expenses of \$500 when selling only;
  - (c) land agent's commission of \$2,000 when selling only.
- 7.5 Transfer Grant:
- (a) A grant of \$1,000 is payable where a principal is entitled to removal expenses and rents, leases or purchases housing.
  - (b) rent subsidy will be granted only in respect of a short term tenancy. The amount of the subsidy is the excess of the rental over one-sixth of the principal's gross salary. The duration of the subsidy is limited to three months.
  - (c) \$300 for each child who is attending a state or state-integrated school prior to the date of transfer who attends another state or state-integrated school after the transfer and for whom a different uniform is required to be purchased (in terms of the new school's policy) because of the change of school.

7.6 Travelling allowance meal rate:

		<b>Standard</b>	<b>Reduced (Staying Privately)</b>
(a)	For each full 24 hour period	\$57	\$28
(b)	For additional periods less than 24 hours but more than 10 hours	\$57	\$28
(c)	For additional periods up to 10 hours	\$24	

7.7 Motor vehicle allowance rates for removal expenses:

- (a) Motor vehicles - 83 cents per km

**Note 1:** Receipts should be produced when claiming expenses.

**Note 2:** These provisions shall be applied in accordance with any administrative conditions that were in effect at the commencement of this Agreement as modified to reflect the changes made in this Agreement.

## **Appendix 3: Employment Relationship Problems**

### **What is an Employment Relationship Problem?**

It is a problem between employee and employer. For example, it might be a personal grievance or a dispute about a provision in an employment agreement.

### **Resolving an Employment Relationship Problem**

The employee and employer should first make a reasonable effort to discuss the problem and settle it by mutual agreement. (If it's a personal grievance, it must first be raised with the employer within 90 days (12 months in the case of a personal grievance in respect of sexual harassment). Personal Grievances are explained further below).

An employee (or employer) has the right to be represented at any stage.

When a problem arises, union members should contact their local NZEI field officer for advice and representation.

Employers should contact NZSTA or other adviser/representative of choice.

### **Personal Grievances**

A personal grievance is a particular type of employment relationship problem that normally must be raised with the employer within 90 days of the grievance arising (12 months in the case of a personal grievance in respect of sexual harassment).

An employee may have a personal grievance where:

- they have been dismissed without good reason, or the dismissal was not carried out properly; or
- their employment or a condition of their employment has been affected to their disadvantage by an unjustified action of their employer; or
- they have been discriminated against in terms of the prohibited grounds of discrimination under the Human Rights Act 1993
- they have experienced sexual or racial harassment in their employment;

- they have been treated adversely in the employee’s employment on the ground that the employee is, or is suspected or assumed or believed to be, a person affected by family violence; or
- they have been subject to duress in the employee’s employment in relation to membership or non-membership of a union or employees organisation; or
- their employer has failed to comply with a requirement of Part 6A; or
- they have been disadvantaged by the employee’s employment agreement not being in accordance with section 67C, 67D, 67G, or 67H of the Employment Relations Act 2000; or
- their employer has contravened section 67F or 67G(3); or
- their employer has, in relation to the employee,—
  - engaged in adverse conduct for a prohibited health and safety reason; or
  - contravened section 92 of the Health and Safety at Work Act 2015 (which prohibits coercion or inducement); or
- their employer has retaliated, or threatened to retaliate, against the employee in breach of section 21 of the Protected Disclosures (Protection of Whistleblowers) Act 2022 (because the employee intends to make or has made a protected disclosure).

**Note:** *The full meaning of the terms “personal grievance”, “discrimination”, “sexual harassment”, “racial harassment”, and “duress”, shall be the meaning given by sections 103 to 110 inclusive of the Employment Relations Act 2000. That Act (and other legislation) can be viewed at [www.legislation.govt.nz](http://www.legislation.govt.nz).*

As with other employment relationship problems, the parties should always try to resolve a personal grievance through discussion.

Either party can refer a personal grievance to the Employment Relations Service of the Ministry of Business, Innovation, and Employment (MBIE) for mediation assistance, or to the Employment Relations Authority (Authority).

If the problem relates to a type of discrimination that can be the subject of a complaint to the Human Rights Commission under the Human Rights Act 1993, the person can either take a personal grievance, or complain to the Human Rights Commission, but not both. If in doubt, advice should be sought before deciding.

## **Services Available**

To help resolve employment relationship problems, the MBIE provides:

### **An Information Service**

- This is free. It is available at [www.employment.govt.nz](http://www.employment.govt.nz).

### **Mediation Service**

- The Mediation Service is a free and independent service available through MBIE.
- This service helps to both resolve employment relationship problems and promote the smooth conduct of employment relationships.
- Mediation is a mutual problem solving process, aimed at reaching an agreement, assisted by an independent mediator.
- If the parties can't reach a settlement they can ask the mediator to make a final and binding (written) decision.
- A settlement reached through mediation and signed by the mediator at the request of the parties is final, binding and enforceable. Neither party can then take the matter any further. Either party can be made to comply with the agreed settlement by court order.
- If the problem is unresolved through mediation either party may apply to have the matter dealt with by the Authority.

### **The Employment Relations Authority ([www.era.govt.nz](http://www.era.govt.nz))**

- This Authority is an investigative body that operates in an informal way. It looks into the facts and makes a decision on the merits of the case and not on legal technicalities.
- Either an employer or an employee can refer an unresolved employment relationship problem to the Authority by filing the appropriate forms.

- The Authority may call evidence, hold investigative meetings, or interview anyone involved. It can direct the parties to try mediation. If mediation is unsuitable or has not resolved the problem, the Authority will make a decision that is binding on all parties. Any party can contest the Authority's decision through the Employment Court.

**Note 1:** *All employment relationship problems, including personal grievances and any disputes about the interpretation or application of this Agreement, must be resolved under Parts 9 and 10 of the Employment Relations Act 2000.*

**Note 2:** *In relation to a dispute about the interpretation, application, or operation of this Agreement the employer shall act, if the Secretary acting under delegation from the Public Service Commissioner so requires, together with or in consultation with the Secretary.*

## **Appendix 4: Terms and Conditions of Service of Employees in the Chatham Islands (including Pitt Island)**

### **1 House Rents**

Ministry of Education | Te Tāhuhu o te Mātauranga house rentals for all employees shall be based on the standard rural rent formula.

### **2 Housing (Other)**

Heavy furniture and blinds, as in the agreed schedule, plus garage/storeroom shall be provided for employee households. Storage costs shall be met by employing authorities as an official expense for household effects left on the mainland and for freight and effects forwarded back to the mainland before completion of employment on the Chatham Islands, with government bulk storage facilities used as appropriate.

### **3 Fuel and Power**

- 3.1 Coal, diesel and gas shall be provided free of charge.
- 3.2 Employees shall pay the cost of their domestic electricity consumption depending on the size of their household. This shall be up to the following maximums:

<b>Household Size</b>	<b>Maximum Annual Payment (\$)</b>
1 person	\$472.93
2-4 persons	\$716.00
5+ persons	\$803.97

- (a) Where employee households exceed the maximum domestic electricity consumption cost, as provided for in the table above, employees shall be reimbursed the additional cost by their employing authority.

- (b) The maximum domestic electricity consumption costs shall be based on Ministry of Commerce and Consumer Affairs data. The formula shall be based on the average mainland electricity consumption costed at 9.001 cents per unit and shall be expressed as follows:

Household Size	Annual Unit Consumption (\$)
1 person	5,000
2-4 persons	7,570
5 + persons	8,500

- (c) The unit price shall be updated as the mainland average changes.
- (d) The principal of Pitt Island School shall not be required to pay electricity costs under this clause.

3.3 Teachers who are required to run the generator for both the school and their house will receive an allowance of \$4.11 per day.

#### **4 Motor Vehicles**

- 4.1 All freight and landing charges shall be paid by employing authorities both ways.
- 4.2 Employees who transport their own vehicles to the Chatham Islands and Pitt Island shall receive an extra vehicle allowance of \$2,739 per annum.

#### **5 Payment of Fares to Mainland for Annual Leave**

Employing authorities shall pay actual or equivalent return air fares by normal air flights to enable employees and their families to take annual leave on the mainland. For Pitt Island employees the subsidy shall also cover the associated return air travel between Pitt Island and Chatham Island. This provision is based on the following conditions:

- (a) That employees shall become eligible for the subsidy on each anniversary of their arrival in the Chatham Islands;

- (b) Teachers may anticipate subsidised leave trips at the Christmas term break if appointed during the school year and may also defer subsidised leave trips until the Christmas break following the completion of a years' schoolservice;
- (c) All family members shall be eligible for the subsidised passage but shall not be required to take them together at the same time;
- (d) A passage order for the full return fare is to be issued to the employee or the relevant airlines. This shall also cover the case of Pitt Island employees travelling between Pitt Island and Chatham Island in order to travel to the mainland;
- (e) Employees are encouraged to take at least a two-week vacation on the mainland whenever a subsidy is paid;
- (f) Where employees and/or family members elect not to utilise their subsidised passage, this instead, subject to the approval of the employer, shall be able to be used to subsidise the return travel of a family/whanau member from the mainland;
- (g) In addition to annual leave mainland travel, Pitt Island employees shall be eligible for two return airfares between Pitt and Chatham Islands per annum which shall be based on the same premise as subclause (d) above;
- (h) Subsidised leave passages must be used within a year of their becoming due; if not they are forfeited.

## 6

### **Secondary Schools Allowance**

The secondary school allowance shall be based on the following conditions:

- (a) Standard boarding bursary;
- (b) A boarding bursary for the term breaks excluding the December/January period if the pupils do not return to the Chatham Islands for those periods;
- (c) The cost of return air fares for the four term breaks;

- (d) The cost of internal travel between airport and the child's school for the December/January period only;
- (e) For pupils resident on Pitt Island, free passage between Pitt and Chatham Islands at the beginning and end of each school term.

## 7 Chatham Islands Allowance

7.1 The allowance shall be:

	<b>Basic Rate (\$)</b>	<b>Basic Rate plus Partner (\$)</b>	<b>Child Supplement (per Child) (\$)</b>
Isolation	806.56	1,613.11	
Freight *	2,662.42	4,119.96	665.64

*\* The Freight component will be adjusted to reflect actual costs of the freight component provided in clause 7.2 below.*

7.2

- (a) The freight component, as provided for in clause 7.1 above, shall be based on the following:

	<b>Basic Rate (\$)</b>	<b>Plus Partner (\$)</b>
Shipping	1,058.93	1,345.61
Chatham duties, etc	211.89	269.23
Freight forwarders	404.49	808.98
Air freight	372.70	745.39
Sub Total	2,048.00	3,169.20
Tax Reimbursement	614.43	950.76
Total	2,743.68	4,119.96

- (b) The Chatham Island duties, etc shall be calculated on the basis of 20 per cent of the shipping freight cost.
  - (c) Freight forwarders shall be calculated on the basis of one cubic metre from the point of purchase to freight forwarders (\$12.39) from freight forwarders to a port of embarkation (\$28.00) at 10 times per annum for the basic rate. Two metres shall be the basis for the basic rate plus partner calculation.
  - (d) Air freight shall be calculated on the basis of its minimum charge of \$14.95 per kilo, per fortnight (two kilos for the basic rate plus partner).
  - (e) Employing authorities may reimburse employees for other freight costs additional to those provided for in paragraphs (a)-(d) above.
- 7.3 The isolation component shall be adjusted annually according to movements in the isolation allowance.
- 7.4 The freight component shall be adjusted according to actual movements in freight costs of shipping freight forwarders and air freight plus tax rate changes.
- 7.5 Employees on Pitt Island shall receive an additional freight component of \$688.05 based on 12 flights per annum. This shall be adjusted according to actual cost movements by aviation.
- 7.6 Payment of fares to Mainland for professional development
- Employing authorities shall pay an actual or equivalent return air fare (not to exceed \$2,000) by normal air flight per principal per annum for the purposes of professional development. The professional development will require the approval of the Board. The principal shall become eligible for the subsidy on each anniversary of their arrival in the Chatham Islands.

**8**

## **Chatham Island Removal Expenses**

Employees who are eligible for removal expenses under clause 1.1 of Appendix 2 of this Agreement shall be entitled to the provisions set out in Appendix 2. Where a service provided by the Ministry of Education | Te Tāhuhu o te Mātauranga for the transfer of their effects and transit insurance is not available, the employee is eligible for the reimbursement of 100% of the actual and reasonable expenses arising from the transfer of their effects.

**9**

## **Eligibility**

All employees recruited from the Mainland shall be eligible for these provisions as provided in clauses 1-8 above. Employees recruited locally from the Chatham and Pitt Islands shall also be eligible for the provisions of clauses 3, 6 and the isolation component of clause 7.1 above and where that employee leaves the island at the end of their employment for another position in the teaching service that employee shall be entitled to the provisions in clauses 4.1 and 7.2 above.

## **Appendix 5: Medical Retirement**

1.1

- (a) The purpose of this provision is to:
  - (i) Provide the opportunity for principals, currently in service, who are declared medically unfit or who have a terminal illness to retire from teaching with dignity;
  - (ii) Give the ability for Boards to recruit a new principal to the vacant permanent position without delay.
- (b) ‘Currently in service’ means the principal is employed in a permanent position at the time the application for medical retirement is made and when concurrence is given by the Secretary. Medical retirement cannot be granted retrospectively.

1.2

- (a) A permanently appointed principal, currently in service, may be granted medical retirement under this clause in circumstances where the principal has either a terminal or serious illness which causes them to be incapable of continuing to work or returning to work.
- (b) For the purposes of clause 10.4(c) of this Agreement, “serious illness” includes serious injury.
- (c) Stress is not considered to be a medical diagnosis. Any application for concurrence on the basis of stress will be declined. However, the medical impact of stress if it meets the criteria will be considered.
- (d) A principal is considered to be medically unfit for work by reason of terminal illness if they have a terminal illness which causes them to be incapable of continuing to work or returning to work in a state or state-integrated school.

- (e) A principal is considered to be medically unfit for work by reason of serious illness if they are wholly or substantially unable to perform the duties of the position at the school and is unlikely currently or at any time in the foreseeable future to be able to undertake new employment in any other teaching or principal position.
- (f) A principal is not eligible for medical retirement where they are receiving weekly compensation from the Accident Compensation Corporation.
- (g) For the purposes of clause 10.4(d) of this Agreement the employer must have reasonable grounds to initiate the process. “Reasonable grounds” arise where the principal for a prolonged period is wholly or substantially unable to perform the duties of the position at the school due to medical reasons.

### 1.3 Principal Initiated Process

- (a)
  - (i) If the principal initiates the process, the principal shall provide to the employer from a registered medical specialist in writing: a description of the principal’s illness, a statement as to whether or not the principal will be able to wholly or substantially perform their duties both currently and in the foreseeable future, and the reasons for the opinion.
  - (ii) The employer may require a further medical opinion from a registered medical specialist nominated by the employer.
  - (iii) If two medical opinions from a medical specialist are sought and these medical opinions conflict, the principal and employer shall attempt to agree on a third medical specialist to provide a further opinion. If they cannot agree, the employer shall nominate the medical specialist.

(b)

- (i) If the principal is unable to obtain a registered medical specialist opinion in a timely fashion, or by virtue of distance, then:
    - the principal will undergo a medical examination from a registered general practitioner.
    - the general practitioner shall provide in writing the information referred to in clause 1.3(a)(i) above and attestation that the principal could not obtain an opinion from a registered medical specialist.
  - (ii) The employer may require a further medical opinion from a registered general practitioner nominated by the employer.
  - (iii) If two medical opinions are sought and the medical opinions conflict, the principal and employer shall attempt to agree on a third registered general practitioner or medical specialist to provide a further medical opinion. If they cannot agree, the employer shall nominate the registered general practitioner or medical specialist.
- (c) All costs associated with the second and third medical opinions shall be met by the employer.

#### 1.4 Employer Initiated Process

(a) Pre-process

Where the employer has reasonable grounds (as outlined in clause 1.2 above) to consider that the principal may be medically unfit for work as outlined in 1.2, the employer will in the first instance:

- (i) write to the principal outlining the concerns and the grounds on which it has formed a view that medical retirement may be an appropriate option;

- (ii) inform the principal they are entitled to attend up to three sessions from an employee assistance programme (EAP) and extend to the principal the opportunity to access EAP counselling;
- (iii) outline the medical retirement process should the employer proceed with the process; and
- (iv) inform the principal of their right to have a representative.

#### Initiation of Process

(b) Registered Medical Specialist

Following the completion of the pre-process:

- (i) Where the employer proceeds with the process, the principal shall undergo a medical examination from a registered medical specialist nominated by the employer.
- (ii) The medical specialist shall provide in writing the information referred to in clause 1.3(a)(i) above.
- (iii) The principal is entitled to seek a second medical specialist's opinion.
- (iv) Where two medical specialist opinions are sought and these medical opinions agree that the principal will not be able to wholly or substantially perform their duties both currently and in the foreseeable future, then the employer may seek the Secretary's concurrence to medically retire the principal.

(c) Registered General Practitioner

- (i) If the employer is unable to obtain a registered medical specialist opinion in a timely fashion, or by virtue of distance, then the principal will undergo a medical examination from a registered general practitioner nominated by the employer (or two general practitioners if the principal so wishes, one nominated by the employer and the other by the principal).

- (ii) The general practitioner(s) shall provide in writing the information referred to in clause 1.3(a)(i) above and attestation that the principal could not obtain an opinion from a registered medical specialist.
  - (iii) Where two medical opinions from a general practitioner are sought and these medical opinions conflict, the principal and employer shall attempt to agree on a third registered general practitioner or medical specialist to provide a further medical certificate. If they cannot agree, the employer shall nominate the registered general practitioner.
- (d) All costs associated with the medical examination(s) and the principal assistance programme shall be met by the employer.
- 1.5 Where the majority of medical evidence does not support a claim for medical retirement under this provision this process shall cease.
- 1.6 Seeking Concurrence
- (a) Where the majority of medical evidence supports the application for medical retirement either by reason of terminal or serious illness, as per clause 1.2 above, the employer shall seek the concurrence of the Secretary to medically retire the principal.
  - (b) All applications for concurrence must be in writing and accompanied by the correct documentation.
  - (c) Applications for concurrence for medical retirement will be granted where the following criteria have been met:
    - (i) The process has been followed; and
    - (ii) The medical evidence has been supplied in sufficient detail so as to support the application for medical retirement as specified in clause 1.2.

- (d) Where the medical evidence that has been supplied is not of sufficient detail to enable full consideration of the application for medical retirement, the Secretary may request that the employer seek a further medical opinion.

## 1.7 Medical Retirement Payment

- (a) Upon receiving notification that the Secretary has granted concurrence, the employer shall notify the principal that they are medically retired as at the date of the Secretary's notification. No notice is payable. The principal shall be medically retired and may elect to receive one of the following:

- (i) Remaining sick leave as a lump-sum payment.

The principal will receive the remainder of their sick leave (that is, the outstanding sick leave balance as at the final day of employment) as a lump-sum payment; or

- (ii) A lump sum payment of 13 weeks' salary plus an additional week for each year of service after 25 years' service, up to a maximum of 13 weeks (i.e. the total maximum payment payable under this provision is 26 weeks). Any paid sick leave taken by the principal in the four weeks prior to the application to medically retire shall be subtracted from the payment.

**Note:** *Payment will be based on the normal fortnightly salary of the principal at the time of medical retirement. It does not attract any salary increment that may fall due after the date of medical retirement.*

*Holiday pay to the date of medical retirement is payable. The lump sum does not attract holiday pay.*

- (b) The principal is not entitled to change options once the option has been actioned.
- (c) Disregarded sick leave is not able to be converted to a payment under any of the provisions of medical retirement

**Note:** All payments are subject to normal tax provisions.

1.8 Vacant Position Appointment

- (a) From the date the Secretary gives notification of concurrence to medical retirement, regardless of the option chosen by the principal under clause 1.7, the employer shall be entitled to make a permanent appointment to the position as if that position were vacant. This position shall be advertised in the Education Gazette as an actual vacancy position.
- (b) The Teaching Council must be notified by the Board that the principal has been medically retired.

1.9 Re-entry policy

- (a) It is not contemplated that when a principal is medically retired from the teaching profession that they will return to work as either a principal or a teacher in the future. It is however acknowledged that in exceptional circumstances a principal may subsequently become medically fit to work in the teaching service.
- (b) Where a principal who has been medically retired under any clause set out in this provision is declared medically fit by a registered medical specialist and is reemployed in any teaching or principal position in the Education Service (as defined in section 10(7) of the Education and Training Act 2020) the following shall apply:
  - (i) The principal shall be entitled to sick leave in accordance with the provisions of the Holidays Act 2003 and not the provisions in this Agreement.

- (ii) Where employment in any teaching or principal position in the Education Service commences within a number of weeks which is less than the number of weeks of payment received by the principal under clause 1.7(i)(ii) the principal shall refund the difference between the number of weeks for which they were without employment and the number of weeks for which the payment was calculated.
- (iii) A principal cannot be medically retired twice for any of reasons outlined in this Appendix.

## **Appendix 6: Sick Leave Translation**

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

Translation to the new sick leave entitlement in clause 7.3.2 will be based on the principal's years of aggregate employment as defined in clause 7.3.1(a) and the corresponding entitlement in the Translation Table.

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

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

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

Examples of translation for principals on **Table A** on day of translation:

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

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

	Aggregate employment at day of translation	Sick leave entitlement prior to translation	Total sick leave taken over duration of aggregate employment	Balance	Translated sick leave entitlement	Total sick leave taken over duration of aggregate employment	Balance	New balance available to the Principal from day of translation
<b>Principal D</b>	5.5 years	92 days	31 days	<b>61 days</b>	<b>100 days</b>	<b>31 days</b>	<b>69 days</b>	<b>69 days</b>
<b>Principal E</b>	9 years	92 days	20 days	<b>72 days</b>	<b>130 days</b>	<b>20 days</b>	<b>110 days</b>	<b>110 days</b>
<b>Principal F</b>	12 years	154 days	152 days	<b>2 days</b>	<b>160 days</b>	<b>152 days</b>	<b>8 days</b>	<b>10 days</b>

## Translation Table

Table that sets out the sick leave entitlements under Table A or Table B and the corresponding entitlement that would apply from 28 January 2024:

\* Add = Additional

\* Acc = Accumulated

\* Ent = Entitlement

Table A				Table B			Proposed Allocation		
Accrued Years of Service	Annual Ent*	Add* Ent*	Acc* Ent*	Accrued Years of Service	Ent*	Acc* Ent*	Years of Service (Aggregate Employment)	Ent*	Acc* Ent*
On appt		7	7	On appt	7	7	On appt	20	20
0.5	5	14	26	0.5	24	31	0.5	10	30
1		5	31	1	15	46	1	10	40
1.5	5		36	1.5		46	1.5	10	50
2			36	2		46	2	10	60
2.5	5		41	2.5		46	2.5	10	70

Table A				Table B			Proposed Allocation		
Accrued Years of Service	Annual Ent*	Add* Ent*	Acc* Ent*	Accrued Years of Service	Ent*	Acc* Ent*	Years of Service (Aggregate Employment)	Ent*	Acc* Ent*
3			41	3		46	3		70
3.5	5		46	3.5		46	3.5	10	80
4			46	4		46	4		80
4.5	5		51	4.5		46	4.5	10	90
5		19	70	5	46	92	5		90
5.5	5		75	5.5		92	5.5	10	100
6			75	6		92	6		100
6.5	5		80	6.5		92	6.5	10	110
7			80	7		92	7		110
7.5	5		85	7.5		92	7.5	10	120
8			85	8		92	8		120

Table A				Table B			Proposed Allocation		
Accrued Years of Service	Annual Ent*	Add* Ent*	Acc* Ent*	Accrued Years of Service	Ent*	Acc* Ent*	Years of Service (Aggregate Employment)	Ent*	Acc* Ent*
8.5	5		90	8.5		92	8.5	10	130
9			90	9		92	9		130
9.5	5		95	9.5		92	9.5	10	140
10		14	109	10	62	154	10		140
10.5	5		114	10.5		154	10.5	10	150
11			114	11		154	11		150
11.5	5		119	11.5		154	11.5	10	160
12			119	12		154	12		160
12.5	5		124	12.5		154	12.5	10	170
13			124	13		154	13		170
13.5	5		129	13.5		154	13.5	10	180

Table A				Table B			Proposed Allocation		
Accrued Years of Service	Annual Ent*	Add* Ent*	Acc* Ent*	Accrued Years of Service	Ent*	Acc* Ent*	Years of Service (Aggregate Employment)	Ent*	Acc* Ent*
14			129	14		154	14		180
14.5	5		134	14.5		154	14.5	10	190
15			134	15		154	15		190
15.5	5		139	15.5		154	15.5	10	200
16			139	16		154	16		200
16.5	5		144	16.5		154	16.5	10	210
17			144	17		154	17		210
17.5	5		149	17.5		154	17.5	10	220
18			149	18		154	18		220
18.5	5		154	18.5		154	18.5	10	230
19			154	19		154	19		230

Table A				Table B			Proposed Allocation		
Accrued Years of Service	Annual Ent*	Add* Ent*	Acc* Ent*	Accrued Years of Service	Ent*	Acc* Ent*	Years of Service (Aggregate Employment)	Ent*	Acc* Ent*
19.5	5		<b>159</b>	19.5		<b>154</b>	19.5	10	<b>240</b>
20		25	<b>184</b>	20	75	<b>229</b>	20		<b>240</b>
20.5	5		<b>189</b>	20.5		<b>229</b>	20.5	10	<b>250</b>
21			<b>189</b>	21		<b>229</b>	21		<b>250</b>
21.5	5		<b>194</b>	21.5		<b>229</b>	21.5	10	<b>260</b>
22			<b>194</b>	22		<b>229</b>	22		<b>260</b>
22.5	5		<b>199</b>	22.5		<b>229</b>	22.5	10	<b>270</b>
23			<b>199</b>	23		<b>229</b>	23		<b>270</b>
23.5	5		<b>204</b>	23.5		<b>229</b>	23.5	10	<b>280</b>
24			<b>204</b>	24		<b>229</b>	24		<b>280</b>
24.5	5		<b>209</b>	24.5		<b>229</b>	24.5	10	<b>290</b>

Table A				Table B			Proposed Allocation		
Accrued Years of Service	Annual Ent*	Add* Ent*	Acc* Ent*	Accrued Years of Service	Ent*	Acc* Ent*	Years of Service (Aggregate Employment)	Ent*	Acc* Ent*
25			209	25		229	25		290
25.5	5		214	25.5		229	25.5	10	300
26			214	26		229	26		300
26.5	5		219	26.5		229	26.5	10	310
27			219	27		229	27		310
27.5	5		224	27.5		229	27.5	10	320
28			224	28		229	28		320
28.5	5		229	28.5		229	28.5	10	330
29			229	29		229	29		330
29.5	5		234	29.5		229	29.5	10	340
30		22	256	30	77	306	30		340

## **Appendix 7: Decile Payment Funding Tables**

In accordance with clause 5.2.4, until 27 January 2024 principals whose school held a decile rating of 1, 2, 3 or 4 will continue to receive a decile payment according to the following tables:

<b>Decile Funding – Decile 1 or 2 School</b>		
<b>U-Grade</b>	<b>Rate effective 2 May 2017</b>	<b>Rate effective 20 August 2019</b>
1 and 2	\$3,780	\$4,375
	\$4,290	
3	\$4,653	\$4,746
4	\$5,016	\$5,116
5	\$5,380	\$5,488
6	\$5,597	\$5,709
7	\$5,597	\$5,709
8	\$6,034	\$6,155
9	\$6,034	\$6,155
10	\$6,325	\$6,451
11	\$6,325	\$6,451
12	\$6,543	\$6,674
13	\$6,543	\$6,674
14	\$6,543	\$6,674

Decile Funding – Decile 3 or 4 School		
U-Grade	Rate effective 2 May 2017	Rate effective 20 August 2019
1 and 2	\$1,890	\$2,187
	\$2,144	
3	\$2,325	\$2,372
4	\$2,508	\$2,559
5	\$2,689	\$2,743
6	\$2,799	\$2,855
7	\$2,799	\$2,855
8	\$3,017	\$3,078
9	\$3,017	\$3,078
10	\$3,162	\$3,225
11	\$3,162	\$3,225
12	\$3,271	\$3,336
13	\$3,271	\$3,336
14	\$3,271	\$3,336

**Note:** This Appendix will be removed from future collective agreements.

## **Appendix 8: Terms of Settlement**

This section sets out the components of the settlement of the *Primary Principals' Collective Agreement (PPCA) 2023 – 2025*.

This agreement has been settled between the Secretary for Education and the NZEI Te Riu Roa. It shall be subject to ratification by NZEI Te Riu Roa members pursuant to section 51 of the Employment Relations Act 2000.

The terms outlined in this document are valid for ratification by NZEI provided ratification is confirmed and the new collective agreement is signed no later than 5pm on 7 July 2023.

### **1. Term of agreement**

The Primary Principals' (NZEI TRR) Collective Agreement (PPCA) 2023 – 2025 shall be effective from 3 July 2023 until 2 July 2025, provided this agreement is ratified by 7 July 2023.

### **2. Remuneration for principals**

The parties agree that the Unified Pay System (UPS) for principals will be renewed for the term of the agreement.

The parties agree that the school roll-based salary (U-grade) component of principals' remuneration will provide three increases of: 6% on 3 July 2023, 3% on 3 July 2024, and 1.8% on 2 December 2024 to each grade of the scale as shown below:

**School roll-based salary component**

<b>U- Grade</b>	<b>Current rates</b>	<b>Rate effective 3 July 2023</b>	<b>Rate effective 3 July 2024</b>	<b>Rate effective 2 December 2024</b>	<b>\$ change (cumulative)</b>
U1	\$98,031	\$103,913	\$107,030	\$118,003	\$19,972
U2	\$98,031	\$103,913	\$107,030	\$118,003	\$19,972
U3	\$106,170	\$112,540	\$115,916	\$118,003	\$11,833
U4	\$114,489	\$121,358	\$124,999	\$127,249	\$12,760
U5	\$122,808	\$130,176	\$134,082	\$136,495	\$13,687
U6	\$127,564	\$135,218	\$139,274	\$141,781	\$14,217
U7	\$132,515	\$140,466	\$144,680	\$147,284	\$14,769
U8	\$137,468	\$145,716	\$150,088	\$152,789	\$15,321
U9	\$140,835	\$149,285	\$153,764	\$156,531	\$15,696
U10	\$144,201	\$152,853	\$157,439	\$160,273	\$16,072
U11	\$149,114	\$158,061	\$162,803	\$165,733	\$16,619
U12	\$154,028	\$163,270	\$168,168	\$171,195	\$17,167
U13	\$158,621	\$168,138	\$173,182	\$176,300	\$17,679
U14	\$163,216	\$173,009	\$178,199	\$181,407	\$18,191
U15	\$167,237	\$177,271	\$182,589	\$185,876	\$18,639
U16	\$171,260	\$181,536	\$186,982	\$190,347	\$19,087

The parties agree to increase the Leadership in Literacy and Numeracy base payment rate for primary principals from \$2,320 to \$4,000 from 22 July 2024, and from \$4,000 to \$8,000 from 28 January 2025.

The parties agree to increase the Special Schools Principals' Allowances to \$10,000 per annum for specialist residential school principals specified at clause 6.2.9 (a) and \$5,000 per annum for specialist school principals specified at clause 6.2.9 (b), from 28 January 2024.

### **3. Support for wellbeing**

The parties agree to introduce an entitlement of \$6,000 in each of 2023 and 2024 for each principal to access professional coaching and support. This is intended to support ongoing coaching, professional learning and development and other opportunities that assist with principals' leadership capability.

This fund will be held by the School Board and be accessed by the principal for the purposes of accessing professional coaching and support in their leadership role. Guidelines, including the details of how the programme will operate, and criteria for providers, will be developed by the Ministry, in consultation with NZEI TRR, during Term 3, 2023.

The agreed wording is included in the tracked change collective agreement (see clause 4.8).

### **4. Cultural Leadership allowance**

The parties agree to introduce Cultural Leadership allowance positions of \$5,000 per annum from 28 January 2024. This allowance will be for tumuaki | principals who are leading kura and schools with at least Level 1 or Level 2 immersion programmes (te reo Māori and/or Pacific language immersion).

The agreed wording is included in the tracked change collective agreement (see clause 6.2.11).

## 5. Māori Immersion Teaching Allowance (MITA)

The parties agree to introduce the Māori Immersion Teaching Allowance (MITA) for immersion level 1 and 2 from the date of ratification, as detailed below:

MITA	Current Rates	Rates from 29 June 2023	Current Rates	Rates from 29 June 2023	Current Rates	Rates from 29 June 2023
Teaching time curriculum taught in Te Reo Māori	Level 1 (81% to 100%)	Level 1 (81% to 100%)	Level 2 (81% to 100%)	Level 2 (81% to 100%)	Level 3 (81% to 100%)	Level 3 (81% to 100%)
<b>Base allowance</b>	<b>\$4,000</b>	<b>\$6,000</b>	<b>\$4,000</b>	<b>\$5,000</b>	<b>\$4,000</b>	<b>\$4,000</b>
After 3 years' service	+ \$2,000	+ \$4,000	-	+ \$2,000		-
<b>Total after 3 years' service</b>	<b>\$6,000</b>	<b>\$10,000</b>		<b>\$7,000</b>		
After 6 years' service	+ \$4,000	+ \$6,000	-	+ \$3,000		
<b>Total after 6 years'</b>	<b>\$8,000</b>	<b>\$12,000</b>	<b>\$4,000</b>	<b>\$8,000</b>	<b>\$4,000</b>	<b>\$4,000</b>

The agreed wording is included in the tracked change collective agreement (see clause 6.2.6).

## **6. Pacific Bilingual Immersion Teaching Allowance (PBITA)**

The parties agree to introduce a Pacific Bilingual Immersion Teaching Allowance (PBITA) for immersion levels 1 and 2, effective from 28 January 2024, as detailed below:

<b>PBITA</b>	<b>From 28 January 2024</b>	<b>From 28 January 2024</b>
Teaching time that curriculum is taught in a Pacific language	Level 1 (81% to 100%)	Level 2 (51% to 80%)
<b>Base allowance</b>	<b>\$4,000</b>	<b>\$4,000</b>
After 3 years' service	+\$2,000	+\$1,000
<b>Total after 3 years</b>	<b>\$6,000</b>	<b>\$5,000</b>
After 6 years' service	+\$4,000	+\$2,000
<b>Total after 6 years'</b>	<b>\$8,000</b>	<b>\$6,000</b>

The agreed wording is included in the attached tracked change collective agreement (see clause 6.2.10).

## **7. Secondments**

The parties agree to include provisions that ensure the process of seconding principals into sector roles outside of their schools is easier, more accessible, and does not disadvantage those undertaking secondments. The agreed wording is included in the attached tracked change collective agreement.

## **8. Paid Sabbatical Leave**

The parties agree to introduce 20 sabbatical leave positions that will be available annually from the start of the 2024 school year to primary principals who have not previously been awarded a sabbatical and have 15 years or more of service. These sabbatical leave positions would be granted for a period of 20 school weeks. The agreed wording is included in the tracked change collective agreement.

The parties agree to review the operation of the 20-week sabbatical provisions not less than 12 months following the opening of the scheme and consider if adjustments are required to ensure it is not undersubscribed.

The parties also agree to work together to streamline the application form for principals accessing sabbaticals, specifically the requirements around programme outline, time commitments and reporting intentions. The parties will also explore changes to the way the sabbatical report operates to reduce and simplify reporting requirements.

This work will be completed by the end of Term 3, 2023 in order to be implemented before the subsequent round of applications open.

The agreed clause wording is included in the tracked change collective agreement (see clause 7.11).

## **9. Sick Leave**

The parties agree to improve the existing sick leave entitlements. The agreed clause wording is included in the tracked change collective agreement.

## **10. Additional payments**

The parties agree to the following additional payments:

- **\$710** payable to each NZEI TRR member principal who is bound by this Agreement as at the date this agreement is ratified. This has been calculated to provide a net amount broadly equivalent to the cost of renewing of a teaching practicing certificate. This will be paid in full for eligible part time principals.
- **\$2,000** payable to each NZEI TRR member principal who is bound by this Agreement as at the date this agreement is ratified. This is pro-rated for eligible part-time principals.
- **\$1,000** payable to each NZEI TRR member principal who is bound by this Agreement as at 1 December 2023. This is pro-rated for eligible part-time principals.
- **\$1,500** payable to full-time principals employed as at 3 July 2023. This is pro-rated for part-time principals.

The agreed wording is included in the tracked change collective agreement (see clause 1.7).

Clause 1.7 will be removed in subsequent collective agreements.

#### **11. Increase to motor vehicle allowance rate**

The parties agree to increase the motor vehicle allowance provided in clause 6.1.5, from 62 cents per kilometre, to 83 cents per kilometre, from 3 July 2023.

#### **12. Replacement of decile based payments with an Equity Index based payment**

From the start of the 2024 school year Principals in a school that falls within the top 40% of the equity index when it is calculated each year shall receive a payment based on the equity index number of the school multiplied by nine. This payment will replace the decile based component of each principals remuneration. Transitional arrangements for this change are set out in the tracked change collective agreement.

#### **13. Chatham Islands (including Pitt Island) provisions**

The parties agree to meet to review the supports for Chatham Islands (including Pitt Island) principals as provided in Appendix 4 of the *Primary Principals' Collective Agreement*, during the term of the collective agreement and consider how these can be modernised and made fit for purpose. The outcome of this mahi will inform the bargaining of the next collective agreement in 2025.

The parties agree to meet during the term of the agreement to review the structure of miscellaneous allowances and payments in the collective agreement to consider how these can be modernised and made fit for purpose. The outcome of this mahi and that of the mana taurite pay equity process, as appropriate, will then help inform the bargaining of the next collective agreement in 2025.

#### **14. Ministerial Advisory Group to review school staffing settings**

Separate to collective bargaining, the parties acknowledge establishment of the Ministerial Advisory Group to review staffing settings across schools and kura. While the Terms of Reference are to be determined, the parties acknowledge the need for historic differences in primary staffing settings to be considered.

## **15. Future of performance agreements and mandatory appraisal**

The parties agree in principle that the collective agreement should be updated to acknowledge the Teaching Council of Aotearoa New Zealand's new Professional Growth Cycle for principals, tumuaki and ECE professional (PGC).

The parties will work together in the six months following the date this agreement is ratified to review clauses relating to professional growth, performance matters, and the principal's relationship with the board. Specifically, the parties will consider the future of performance agreements and mandatory appraisal in light of the PGC. The parties may agree to progress a variation during the term of the agreement or as a technical change in future bargaining.

## **16. Maramataka Calendar**

The Ministry is supportive of boards who apply to the Ministry to have their school calendar changed to the Maramataka calendar.

Once a new legislative framework is in place enabling schools to seek to change to the Maramataka calendar, the parties will meet to discuss a variation to the collective agreement.

## **17. Related matters**

We note that this settlement will be implemented by the Education Payroll by 3 October 2023, providing it is ratified by 7 July 2023.

To recognise the role of NZEI TRR in reaching the terms and conditions in the collective agreement, and so as not to undermine collective bargaining, the parties agree that the terms and conditions in the collective agreement, except for the additional payments for NZEI TRR members in clause 1.7.2 of the new collective agreement, can be passed on provided that the lump sum in clause 1.7.4 is instead of, not in addition to, existing entitlements.

The Secretary will not promulgate an individual employment agreement or offer the terms and conditions in the collective agreement to anyone other than NZEI TRR members before 25 September 2023.

The parties agree that they will meet to agree the process for bargaining and then to present their respective claims for a new *Primary Principals' (NZEI TRR) Collective Agreement* within two weeks of initiation of bargaining. The parties note that bargaining can be initiated by NZEI TRR 60 days before the expiry of the Agreement.

## **18. Technical changes**

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

The parties on signing this document acknowledge, subject to any subsequent agreed editorial and technical changes, that this reflects the agreements reached in the settlement of the *Primary Principals' (NZEI TRR) Collective Agreement 2023-2025*.

Signed in Wellington on \_\_\_\_\_ 2023 by:

Bella Pardoe

**Advocate for NZEI Te Riu Roa**

Isabella Sutherland

**Advocate for the Secretary for Education**

Witnessed:

Kate Lethbridge

**for NZ School Trustees Association**

## **Signatories**

This Agreement has been signed by the parties on the day of 30 June 2023.

New Zealand Educational Institute – NZEI Te Riu Roa on behalf of the employees  
by its duly authorised representative Bella Pardoe

Secretary for Education  
by its duly authorised representative Isabella Sutherland

Witnessed by Kate Lethbridge  
New Zealand School Trustees Association