PRIMARY PRINCIPALS' COLLECTIVE AGREEMENT

17 May 2016 – 16 May 2018

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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 State Services Commissioner made pursuant to section 23 and acting in accordance with section 74(5) of the State Sector Act 1988 (as amended by the Employment Relations Act 2000); 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) Special 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' Collective Agreement and referred to as "PPCA" or "the Agreement".

1.3 Term of Agreement

1.3.1 This Agreement shall come into force on 17 May 2016 and shall expire on 16 May 2018, except as provided for under section 53 of the Employment Relations Act 2000.

1.4 Definitions

The following definitions apply unless the Agreement otherwise specifies:

1.4.1 "Area school" shall have the meaning ascribed in the Education (School Staffing) Order for the time being in force.

1.4.2 "Composite school" shall mean a school classified as a composite school under the Education Act 1989.

1.4.3 "Employer" shall mean a Board of Trustees (Board) constituted pursuant to the Education Acts 1964 and 1989 (or where a Commissioner has been appointed under Part 9 of the Education Act 1989 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 for Education acting under delegation from the State Services Commissioner made pursuant to section 23 of the State Sector Act 1988 so requires, together or in consultation with the Secretary for Education acting in accordance with section 74A (b) of the State Sector Act 1988.)*

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 Act 1989.

1.4.6 "Principal" shall mean a primary teacher who has been fully certificated or provisionally certificated or certificated subject to confirmation by the Education Council of Aotearoa New Zealand (Education 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 (Ministry) initiated and/or approved by the Minister of Education (Minister) in which the future class, or designation, or structure of a school is being reviewed in conjunction with the future class, or designation, or structure of any other school or schools.

1.4.9 “Special school” shall mean a school classified as a special school under the Education Act 1964.

1.5 Declaration Pursuant to Act

1.5.1 Pursuant to section 75 of the State Sector Act 1988 the Secretary acting pursuant to the delegated authority of the State Services 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 State Services Commissioner made pursuant to section 23 and acting in accordance with section 74(5) of the State Sector Act 1988. Any such variation agreed shall be binding on employees and employers of those employees covered by this Agreement in accordance with section 74(6) of the State Sector Act 1988 (as amended by the Employment Relations Act 2000).

Part 2: General Provisions

2.1 Good Employer/Equal Employment Opportunities

2.1.1 Attention is drawn to the State Sector Act 1988 Part 7A 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 Act 1989 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 State Sector Act 1988 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 1993 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 in Employment Act 1992 and the Health and Safety at Work Act 2015. These Acts, 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 her/his 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.

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 Annual Performance Review

4.1 Performance Agreement

4.1.1 (a) The Board shall put in place an annual performance agreement and carry out a review (appraisal) of the principal every year. Provided that, where a principal is newly appointed, it is expected that the Board and principal will put in place a performance agreement within two months of the appointment.

(b) The purposes of this process are to ensure the principal is aware of the Board's objectives, to assist the principal's professional learning and development and improve/acknowledge performance (i.e. it is about both accountability and development).

(c) The performance agreement shall reflect the school's strategic and annual plans and the principal's job description and shall take into account the professional standards, the preceding year's review report (where relevant) and the Education Council criteria to be certificated as a teacher.

(d) The performance agreement shall be in writing and a signed copy kept by both the Board and principal.

4.1.2 The performance agreement shall be developed in consultation with the principal and shall detail:

(a) objectives for that year including relevant professional standards;

(b) a professional learning and development plan for the principal to identify strategies and support (including any agreed resourcing) to enable the principal to carry out his/her responsibilities, meet the objectives and improve professional knowledge and performance; and

(c) the process and criteria, as per clause 4.2 below, by which the principal's performance is to be reviewed for that year.

4.1.3 (a) Every endeavour shall be made by the Board and principal to reach agreement on a performance agreement that is acceptable to both of them.

(b) Where this has not been achieved, the Board or the principal may seek professional advice to assist them.

(c) Where a performance agreement acceptable to both parties is not achieved, the decision of the Board in relation to the contents of the performance agreement for that year will be final. In such circumstances the principal shall have the right to attach written comments - including any professional advice obtained under clause 4.1.3(b) above and/or noting any objectives that he/she considers unreasonable - to the performance agreement which shall be considered during the review or other proceedings.

4.2 Performance Review

4.2.1 (a) The Board will carry out the annual review of the principal's performance in accordance with the annual performance agreement.

(b) The review is in relation to the objectives in the performance agreement and to professional standards.

4.2.2 While the Board shall retain responsibility for the review it may delegate the management of the process to Board member(s). The Board or delegated Board member(s) may decide to engage, following consultation with the principal, an external reviewer.

4.2.3 Evidence used in the review should be relevant and should be objective and robust.

4.2.4 The principal will assist the Board to conduct any review under this clause and in particular will give to the Board such information as the Board requires to carry out the review.

4.2.5 (a) The Board will, in consultation with the principal, prepare a final report based on the review.

(b) The principal shall have the opportunity to comment on the final report, but is not obliged to do so.

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 and the Board as part of the annual performance agreement process has undertaken an annual review as in clause 4.2 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 Education Review Office (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. The affirmation process will be in accordance with clause 4.2.2.

(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. From 2 May 2016 the rate of the allowance will be $3,570. From 2 May 2017 the rate of the allowance will be $3,641.

(ii) primary principals who meet the service and professional criteria for stage two will be entitled to an annual career allowance. From 2 May 2016 the rate of the allowance will be $6,630. From 2 May 2017 the rate of the allowance will be $6,763.

(iii) primary principals who meet the service and professional criteria for stage three will be entitled to an annual career allowance. From 2 May 2016 the rate of the allowance will be $9,690. From 2 May 2017 the rate of the allowance will be $9,884.

Criteria	Beginning Principal	Developing Principal (acquiring/acquired)	Experienced Principal (applying)	Leading Principal (sharing)
Service	< 3 years	A minimum of 3 years' continuous service as a primary or area school principal.	A minimum of 6 years' continuous service as a primary or area school principal and meets the requirements of a Developing Principal.	A minimum of 9 years' continuous service as a primary or area school principal and meets the requirements of a Developing and Experienced Principal.
Key Components	**Meets the requirements of Part 4 of this Agreement**. **Student Outcomes:** Assessment and evaluation data is used to maximise student learning for all students and trend data shows continuing growth in student learning. **School Management:** School policies are in place and are regularly reviewed. Resources are aligned to strategic goals. **Community and Networks:** Trust is built between home and school to positively influence student learning and engagement.			
Professional learning and development plans	Professional learning and development plan developed in conjunction with the Board and First Time Principals mentors (or similar).	Participation in a professional learning and development plan that may include: • Mentoring • Professional supervision • Study • Learning and development project aligned with school goals	Participation in a professional learning and development plan that demonstrates professional growth in: • Leadership • Personal learning project in own school	Contribution to or leadership of: • A learning or professional community. • A wider educational sector and principal network.
Career and personal development	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: • Knowledge of research • Successful practice Seeks appropriate professional learning and development opportunities to improve expertise.	Ongoing commitment to own personal growth demonstrated through, for example: • Further tertiary study/ qualifications; or • Sabbatical project; or • Other relevant professional development	Ongoing commitment to own personal growth demonstrated through, for example: • Participation in a Professional Learning Group of other leading principals; or • Further tertiary study/ qualifications; or • Sabbatical project; or • Other relevant professional development.
Leadership development	Provides effective professional leadership within the school.	Demonstrated ability to fully discharge the duties and responsibilities of a principal, demonstrated through, for example: • Working with staff to set clear and appropriate educational goals for the school. • Recognising the strengths and weaknesses of the school's performance and planning an improvement trajectory/pathway. • Ensures performance agreements and appraisal processes are in place for all staff.	Demonstrated ability to adapt systems to school context, demonstrated through, for example: • School development and activities reflect strategic direction and priorities. • School development focused on responsiveness to students needs. Demonstrated ability to improve teaching and learning with others Demonstrated development of leadership in others. Linked to analysis of self review and appraisal information.	Demonstrated ability to, for example: • Develop leadership in others • Improve teaching and learning with and through others • Act as a coach/ mentor to colleagues • Provide leadership across local networks. Improvement and innovation are supported by cycles of inquiry at every level.
Rates effective 2 May 2016	NIL	$3,570	$6,630	$9,690
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 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;

(ii) on secondment;

- other than as a principal in another school
- other than to the Ministry or the ERO for a period of no more than two years.

(iii) as supernumerary in a teaching role;

(iv) 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 meets the service and professional criteria and has undertaken a performance agreement and annual review 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 77C of the State Sector Act 1988. They form part of the principal's performance agreement.

4.6 Community of Learning Leadership Role

4.6.1 Each Community of Learning will be entitled to recruit a Community of Learning leadership role ("the role") from within the Community of Learning, 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's 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 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 cannot select one principal from within the Community of Learning 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 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, 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 will be entitled to allocate other leadership responsibilities and/or activities that are defined in substance and time by the Community of Learning's shared achievement plan. Up to two principals may be allocated specific leadership responsibility that is determined by the Community of Learning according to its plan.

4.7.2 A principal who has been selected on the basis of his/her 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 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, 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.

Part 5: Remuneration

5.1 Approaches to Remuneration Comparability

5.1.1 The parties:

(a) Acknowledge that different approaches to remuneration have been agreed in collective agreements for principals in state and state integrated schools.

(b) Have a shared interest in broad comparability in coverall remuneration for principals in state and state integrated schools.

(c) Commit to discussing what broad comparability in overall remuneration means as part of each set of negotiations to renew this collective agreement.

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 decile 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

U-Grade	Roll size	Rates	Rates effective 2 May 2016	Rates effective 2 May 2017
1	1-50	$78,386	$79,954	$81,553
2	51-100	$84,722	$86,416	$88,145
3	101-150	$91,540	$93,371	$95,238
4	151-300	$98,713	$100,687	$102,701
5	301-500	$105,886	$108,004	$110,164
6	501-675	$109,986	$112,186	$114,429
7	676-850	$114,254	$116,539	$118,870
8	851-1025	$118,525	$120,896	$123,313
9	1026-1200	$121,428	$123,857	$126,334
10	1201-1400	$124,331	$126,818	$129,354
11	1401-1600	$128,566	$131,137	$133,760
12	1601-1800	$132,802	$135,458	$138,167
13	1801-2000	$136,763	$139,498	$142,288
14	2001-2200	$140,725	$143,540	$146,410
15	2201-2400	$144,193	$147,077	$150,018
16	2401+	$147,660	$150,613	$153,625

5.2.3 Staffing based salary component

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

Total teacher staff (TTS)	Rates	Rates effective 2 May 2016	Rates effective 2 May 2017
≤ 13	($709*TTS)+$2,760	($723*TTS)+2,815	($738*TTS)+$2,872
> 13	($140*TTS)+$10,545	($143*TTS)+$10,756	($146*TTS)+$10,971

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 Principals in decile 1-4 schools shall be paid an amount in addition to base salary as specified in clauses 5.2.2 and 5.2.3 above, according to the following table:

Decile Funding – Decile 1 or 2 School			
U-Grade	Rates	Rate effective 2 May 2016	Rate effective 2 May 2017
1	$3,633	$3,706	$3,780
2	$4,123	$4,205	$4,290
3	$4,472	$4,561	$4,653
4	$4,821	$4,917	$5,016
5	$5,171	$5,274	$5,380
6	$5,380	$5,488	$5,597
7	$5,380	$5,488	$5,597
8	$5,800	$5,916	$6,034
9	$5,800	$5,916	$6,034
10	$6,079	$6,201	$6,325
11	$6,079	$6,201	$6,325
12	$6,289	$6,415	$6,543
13	$6,289	$6,415	$6,543
14	$6,289	$6,415	$6,543

Decile Funding – Decile 3 or 4 School			
U-Grade	Rates	Rate effective 2 May 2016	Rate effective 2 May 2017
1	$1,817	$1,853	$1,890
2	$2,061	$2,102	$2,144
3	$2,235	$2,280	$2,325
4	$2,411	$2,459	$2,508
5	$2,585	$2,637	$2,689
6	$2,690	$2,744	$2,799
7	$2,690	$2,744	$2,799
8	$2,900	$2,958	$3,017
9	$2,900	$2,958	$3,017
10	$3,039	$3,100	$3,162
11	$3,039	$3,100	$3,162
12	$3,144	$3,207	$3,271
13	$3,144	$3,207	$3,271
14	$3,144	$3,207	$3,271

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). From 2 May 2016 the base per annum payment shall be $2,160. From 2 May 2017 the base per annum payment shall be $2,320. The further per annum payment shall be 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.

(b) 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

Grading Changes

5.4.1 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).

5.4.5 (i) In the event of a change in the school's decile rating the change in salary will be effective from the beginning of the school year following the announcement of the decile change;

(ii) Where the change to the decile would reduce the salary of the principal, the existing decile funding component of the salary, as covered in clause 5.2.4 will be protected for a period of 24 months from the beginning of the school year following the announcement of the decile change.

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.

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 62c 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 Act 1989 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 Act 1989, 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 , 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) All full time principals required to teach in te Reo Māori immersion classes at levels one, two or three as defined in Schedule 1 to this Agreement shall receive an allowance of $4,000 per annum.

(b) From the start of the 2017 school year, all full-time principals required to teach in te Reo Māori immersion classes at level one who have more than three continuous years' service teaching in level one Māori immersion classes shall receive an additional allowance of $2,000 per annum. This is in addition to the allowance described in clause 6.2.6(a).

(c) From the start of the 2017 school year, all full-time principals required to teach in te Reo Māori immersion classes at level one who have more than six continuous years' service teaching in level one Māori immersion classes the additional allowance described in clause 6.2.6(b) shall increase to $4,000 per annum. This is in addition to the allowance described in clause 6.2.6(a).

(d) The employer shall attest to the eligibility of principals for these allowances according to the levels of te Reo Māori immersion outlined in Schedule 1 of this Agreement.

(e) For clarity continuous service for the payment of the allowance in (b) and (c) above 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:

Length of Service (in New Zealand state schools)	Proportion of Annual Salary Rate
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 Special School Principals' Allowance

(a) A principal in one of the special residential schools listed below shall receive additional salary of $3,000 per annum for as long as that school retains its residential function.

Halswell
BLENNZ
van Asch
Salisbury
Kelston
Westbridge

(b) A principal in a special school not listed in clause 6.2.9(a) shall receive additional salary of $2,000 per annum.

(c) No principal shall be entitled to receive more than one special school principals' allowance at any one time.

(d) The parties acknowledge that receipt of this payment will not affect the Ministry's response to applications for Ministry concurrence for further additional payments for special residential school principals.

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.

7.2 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 The employer shall grant sick leave on full pay as set out below. The following sick leave allocation applies to all principals. A principal who was employed by an employer immediately prior to 1 July 1992 shall have their transitional sick leave entitlement calculated on the basis set out in clause 7.3.4.

7.3.2 Minimum Entitlement

A principal who works for the employer for a period of more than six months, or who has service recognised for the purposes of sick leave (as defined in clause 7.4) which exceeds 6 months, shall be entitled to 5 days sick leave on pay on account of sickness or injury, in each ensuing period of 12 months. Unused sick leave under this provision may be accumulated and used at a later date but the next year's entitlement cannot be anticipated.

7.3.3 Additional Entitlement

In addition to the entitlement in 7.3.2, the following sick leave shall be granted:

Table A

PERIOD OF SERVICE	ADDITIONAL DAYS FOR EACH PERIOD OF SERVICE
Up to 3 months	7 days
Over 3 months and up to 6 months	7 days
Over 6 months and up to 9 months	7 days
Over 9 months and up to 5 years	5 days
Over 5 years and up to 10 years	19 days
Over 10 years and up to 20 years	14 days
Over 20 years and up to 30 years	25 days
Over 30 years	22 days

(a) Unused sick leave granted under Table A can be accumulated and used at a later date.

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

7.3.4 Transitional Sick Leave

A principal who was employed by an employer immediately prior to 1 July 1992 shall have their sick leave calculated on the following basis:

Table B

LENGTH OF SERVICE	AGGREGATED PERIOD FOR WHICH SICK LEAVE ON PAY MAY BE GRANTED DURING SERVICE
Up 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

(a) A principal shall be entitled to the balance of the sick leave on pay that that principal was entitled to as at 30 June 1992 as determined from Table B above.

(b) If the balance of sick leave under this clause works out at less than 5 days per year then the principal shall be entitled to up to 5 days sick leave on pay per year.

(c) Once the principal has completed a single period of service in table B (e.g., over 5 years and up to 10 years) the sick leave on pay provisions in clause 7.3.2 and clause 7.3.3 shall apply. The principal's entry point on Table A shall be worked out according to the principal's years of service (service for this purpose is defined in clause 7.4.).

(d) Any sick leave entitlement under Table B remaining after the completion of the relevant period of service and any other sick leave entitlements under this agreement shall be accumulated.

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

7.3.5 The provisions of this clause regulate the application of paid sick leave under clauses 7.3.2, 7.3.3 and 7.3.4.

(a) Sick leave is to be debited on the basis of days of absence where absence does not exceed five consecutive working days; or

(b) On the basis of continuous days, including intervening weekends, where the absence exceeds five consecutive working days;

(c) Public holidays and school vacations that fall during a period of paid sick leave do not count as leave.

(d) No deduction will be made for absences of less than two hours.

7.3.6 The provisions of this clause regulate the application of paid sick leave under clause 7.3.2, 7.3.3 or 7.3.4 to care for a member of the principal's household.

(a) The employer shall grant up to 20 days per annum sick leave with pay, as a charge against the principal's sick leave when the principal is absent from work to attend a member of her or his household who, through illness, is dependent upon the principal. The employer may grant additional paid leave as a charge against the principal's sick leave in accordance with this clause.

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

(b) When in excess of five days sick leave is taken by the principal, for reasons of their own sickness or injury or to care for a member of the principal's household as provided for in 7.3.5(d), a current medical certificate from a registered medical or dental practitioner must be produced if the employer so requires.

7.4 Sick Leave Service

(a) The total period of the service which determines the sick leave entitlement outlined in 7.3.2, 7.3.3 or 7.3.4 shall be the aggregate of employment as a teacher or principal in:

(i) a New Zealand state or state integrated school;
(ii) a New Zealand free kindergarten association, university, or polytechnic;
(iii) Fiji, Cook Islands, Tonga, Western Samoa or Niue

(b) The following service as a teacher or principal is counted as full-time:

(i) fulltime service;
(ii) permanent part-time service;
(iii) non permanent part-time service that consists of employment for 20 hours or more per week.

(c) Non-permanent part-time teaching service of less than 20 hours per week is assessed on the basis that 80 hours equals one month's service or 1000 hours equals one year's service.

(d) Service in the New Zealand Public Service and/or Armed Forces may be converted to teaching sick leave entitlement on such terms as the Secretary for Education may agree. Deductions for sick leave taken from transferred New Zealand Public Service and/or Armed Forces service shall be converted to deductions from the principal's sick leave entitlement using the formula T/P*S=E where:

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

Note 1: *For the calculation of the sick leave entitlement, the total period of service will continue to include employment as a teacher or principal by a former education board, a secondary school board, a private school which has become integrated, a community college, a technical institute, a teacher's college, the former Department of Education or an agricultural college.*

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

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

7.5 Disregarded sick leave

7.5.1 Disregarded sick leave not exceeding an overall aggregate of two years shall be granted by the Secretary for Education, where in the opinion of the Secretary one of the following circumstances 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 was suffered by the principal in the discharge of duties through no fault of the principal; and in circumstances where payment has not been made by the Accident Compensation Corporation; or

(iii) The absence was due to war injury or to war service; or

(iv) The principal has contracted a notifiable disease which requires the principal to be excluded from school for a period prescribed under Schedule 2 of the Health (Infectious and Notifiable Diseases) Regulations 1966 or for a period determined by a Medical Health Officer; or

(v) 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.

7.5.2 Where sick leave has been deducted for any period granted as disregarded sick leave under clause 7.5.1 above, the sick leave will be reinstated.

7.5.3 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 clauses 7.3.2, 7.3.3 or 7.3.4 above.

7.5.4 Fixed term or relieving principals shall only be granted disregarded sick leave, as provided for in clause 7.5.1 above, where they have been in continuous employment before the date of application.

7.6 Holiday pay deductions

7.6.1 Holiday pay is not reduced for periods of sick leave with pay.

7.6.2 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.

7.6.3 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.

7.6.4 Clause 7.6.2 above will apply to all fixed term or relieving teachers who have completed at least 90 calendar days continuous service.

7.7 Bereavement / Tangihanga Leave

7.7.1 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.

7.7.2 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.

7.8 Discretionary Leave

7.8.1 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, kaumatua, mokopuna, tamaiti whangai, matua whangai, near relative, near relative-in-law, a member of the household or a person dependent on the principal.*

7.8.2 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.

7.9 Parental Leave

7.9.1 The provisions of the Parental Leave and Employment Protection Act 1987 shall apply.

7.9.2 A principal absent on parental leave is required to give at least one months' notice of their intention to return to duty. This clause shall not apply in the case of a principal who has had a miscarriage or stillbirth. In such cases the principal may elect to return to work immediately.

7.9.3 In addition to the provisions applying pursuant to the Parental Leave and Employment Protection Act 1987 the following shall apply:

(a) Any maternity leave taken shall not count against the extended leave entitlement;

(b) A female employee with less than 52 weeks' service shall be entitled to 26 weeks' leave from the date of birth and may be granted up to 26 weeks' additional leave at the discretion of the employer;

(c) Principals intending to resign because of pregnancy or the birth of a child must be advised of their right to take parental leave;

(d) Maternity leave may commence at any time during the pregnancy subject to the principal giving the employer one months' notice in writing, supported by a medical certificate. A shorter period of notice will be accepted on the recommendation of a medical practitioner.

7.9.4 Maternity Grant

(a) The maternity grant is payable to female principals on production of a birth certificate or evidence of an approved adoption placement, whether she qualifies for maternity leave without pay or resigns because of pregnancy or adoption except as follows: the maternity 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 maternity 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 woman who works less than full normal hours for a short period only, prior to her taking parental leave, may have her case for full payment considered by the employer. When a principal is absent on maternity leave for less than six weeks (30 working days), the full grant equivalent to six weeks' salary is still payable. The maternity grant is not reduced because salary is being received.
Note: *Principals on parental leave have access to the surplus staffing/school closure provisions of this Agreement.*

7.10 Study Leave

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

7.10.2 In allocating study awards the good employer requirements of section 77A of the State Sector Act 1988 shall be considered.

7.10.3 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.

7.11 Refreshment Leave

7.11.1 Principals attested as meeting the principals' professional standards in this Agreement shall be entitled (subject to clause 7.11.2) 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.

7.11.2 Entitlement to refreshment leave in clause 7.11.1 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.

7.11.3 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.

7.11.4 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.

7.12 Paid Sabbatical Leave

7.12.1 Paid sabbatical leave positions, each of one term, based on ten weeks per annum, will be available to primary principals in accordance with the provisions of this clause. From the start of the 2017 school year the number of positions available annually shall increase from 100 to 105 paid sabbatical leave positions.

7.12.2 A principal must have completed a minimum of five years' service as a principal in state and state-integrated schools to qualify for paid sabbatical leave.

7.12.3 In applying for paid sabbatical leave, 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.

7.12.4 The scheme will be transparent and use criteria developed by the Ministry, NZEI Te Riu Roa and NZSTA for the selection of recipients. It will operate according to a process similar to that for study leave in clause 7.10 with representation from NZEI Te Riu Roa principals, NZSTA and the Ministry on the selection panel.

7.12.5 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.

7.12.6 Guidelines (including closing dates) and application forms are available on www.education.govt.nz.

7.13 Professional Development Release Time for First Time Principals

7.13.1 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.

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 (for example failing to meet the primary principals' professional standards), 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 Education 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 his/her conduct and/or change particular behaviours;

(b) A verbal or written warning that includes advice of any corrective action required to amend his/her conduct and a reasonable opportunity to do so; and

(c) A final written warning which includes advice of any corrective action required to amend his/her 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 his/her personal file.

8.4.7 A copy of any report in relation to this matter made to the Board or provided to the Education 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 he/she has 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 State Sector Act 1988 (as per clause 2.2).

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 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 her/his 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 Mäori 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 her/his 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 Mäori or a school which will provide level 1, 2 or 3 Mäori 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 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 her/his 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 Employment Protection Provisions

9.9.1 'Restructuring' is given the same definition as in section 69OI of the ERA 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.

9.9.2 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 National Office of NZEI Te Riu Roa 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.

9.9.3 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.

9.9.4 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 her/his 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.

9.9.5 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 Te Riu Roa.

9.9.6 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.

10.3 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 Education 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

The Professional Standards set out in this schedule provide a baseline for assessing satisfactory performance within each area of practice. They form part of the principal's performance agreement, which will reflect the school / Board goals, the principal's job description and more specific objectives. Included in the development of the performance agreement will be the identification and development of appropriate indicators. The performance agreement must also include the Education Council criteria for certification as a teacher.

Part 4 of this Agreement describes the responsibility of the employing board to develop the principal's performance agreement.

Areas of practice	Professional Standards
CULTURE Provide professional leadership that focuses the school culture on enhancing learning and teaching.	• In conjunction with the Board, develop and implement a school vision and shared goals focused on enhanced engagement and achievement for all students. • Promote a culture whereby staff members take on appropriate leadership roles and work collaboratively to improve teaching and learning. • Model respect for others in interactions with adults and students • Promote the bicultural nature of New Zealand by ensuring that it is evident in the school culture. • Maintain a safe, learning-focused environment. • Promote an inclusive environment in which the diversity and prior experiences of students are acknowledged and respected. • Manage conflict and other challenging situations effectively and actively work to achieve solutions. • Demonstrate leadership through participating in professional learning.
PEDAGOGY Create a learning environment in which there is an expectation that all students will experience success in learning.	• Promote, participate in and support ongoing professional learning linked to student progress. • Demonstrate leadership through engaging with staff and sharing knowledge about effective teaching and learning in the context of the New Zealand curriculum documents. • 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. • Ensure that the review and design of school programmes is informed by school-based and other evidence. • Maintain a professional learning community within which staff members are provided with feedback and support on their professional practice. • 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.

Areas of practice	Professional Standards
SYSTEMS Develop and use management systems to support and enhance student learning.	• Exhibit leadership that results in the effective day-to-day operation of the school. • Operate within Board policy and in accordance with legislative requirements. • Provide the Board with timely and accurate information and advice on student learning and school operation. • Effectively manage and administer finance, property and health and safety systems. • Effectively manage personnel with a focus on maximising the effectiveness of all staff members. • Use school/external evidence to inform planning for future action, monitor progress and manage change. • Prioritise resource allocation on the basis of the school's annual and strategic objectives.
PARTNERSHIPS and NETWORKS Strengthen communication and relationships to enhance student learning.	• Work with the Board to facilitate strategic decision making. • Actively foster relationships with the school's community and local iwi. • Actively foster professional relationships with, and between colleagues, and with government agencies and others with expertise in the wider education community. • Interact regularly with parents and the school community on student progress and other school-related matters. • Actively foster relationships with other schools and participate in appropriate school networks.

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 ($)
Category 1	60-100km from a population centre of greater than 1,500 persons.		$616
Category 2	101-150km from a population centre of greater than 1,500 persons.		$1,034
Category 3	151-200km from a population centre of greater than 1,500 persons.		$1,547
Category 4	200km from a population centre of greater than 1,500 persons.	***A*** ***B***	$3,032 $2,173
Category 5	Employees whose full-time residence is located on an off-shore island.	***A*** ***B*** ***C*** ***D***	$2,058 $1,547 $1,034 $616
Category 6	Employees whose full-time residence is a locality on the category 6 list held by the Ministry and NZEI Te Riu Roa shall receive the appropriate allowance on that list.		

Category 6 Locations

Locality	Basic Rate Per Annum ($)	Locality	Basic Rate Per Annum ($)
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 Little Barrier Island
D Kapiti Island, Motutatpu, Kawau, Rakino, Matakana, Rangitoto, Motuihe, 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 her/his household in the following circumstances. Where the principal requires the transfer of his/her effects and transit insurance the principal must use the service provided by the Ministry 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 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

From 28 January 2011, 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 her/his 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 her/his 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 for removal of furniture and effects without cost to the teacher.

6 Principals on Long-Term Specialist Courses

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:

		Standard	Reduced (Staying Privately)
(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 - 62 cents per km

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

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

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 - 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 Te Riu Roa 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.

An employee may have a personal grievance where:

- They have been dismissed without good reason, or the dismissal was not carried out properly.
- They have been treated unfairly.
- Their employment or a condition of their employment has been affected to their disadvantage by an unjustified action of their employer.
- They have experienced sexual or racial harassment, or have been discriminated against because of their involvement in a union or other employee organisation, or have suffered duress over membership or non-membership of a union or other employee organisation.
- They have been discriminated against in terms of the prohibited grounds of discrimination under the Human Rights Act 1993.

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.*

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 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 Ministry of Business, Innovation, and Employment (MBIE) provides:

An Information Service

- This is free. It is available by contacting MBIE or by phoning toll free 0800 209020. MBIE's Employment Relations Service internet address is www.employment.govt.nz/er.

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

- 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 State Services 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 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:

Household Size	Maximum Annual Payment ($)
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 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 Chathams;

(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' school service;

(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 Chathams 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:

	Basic Rate ($)	Basic Rate plus Partner ($)	Child Supplement (per Child) ($)
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:

	Basic Rate ($)	Plus Partner ($)
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 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) ff 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.

(ii) 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 Education 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 2 of the State Sector Act) 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 (as defined in section 2 of the State Sector Act) 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 –THE TERMS OF SETTLEMENT

This Appendix comprises both the components of the settlement and specific clauses/changes to the provisions of the Primary Principals' Collective Agreement.

1. Term

The term will be 24 months from the date of settlement (17 May 2016 to 16 May 2018), provided ratification is confirmed and the new collective agreement is signed no later than 3pm 29 June 2016. If not, the term will be 24 months from the date of ratification.

2. Remuneration

The parties agree that the increases to the elements outlined in (a) to (e) below, for principals who, on the date of settlement, are NZEI Te Riu Roa members employed under the terms of this Agreement will take effect from 2 May 2016 and 2 May 2017 respectively. The effective dates of these increases are subject to confirmation of ratification and the signing of the new collective agreement by 3pm 29 June 2016.

In the event that ratification is not confirmed and the new collective is not signed by 3pm 29 June 2016, the increases to the elements outlined in (a) to (e) below will take effect from the date of ratification and 12 months from the date of ratification respectively.

(a) School roll-based salary component (U grade)
The parties agree to increase the school roll-based salary component by 2% from 2 May 2016 with a further 2% increase from 2 May 2017. Below is the table outlining the changes to the school roll-based salary component (U grade) rates:

Ugrade	Current	Rate effective 2 May 2016	Rate effective 2 May 2017
1	$78,386	$79,954	$81,553
2	$84,722	$86,416	$88,145
3	$91,540	$93,371	$95,238
4	$98,713	$100,687	$102,701
5	$105,886	$108,004	$110,164
6	$109,986	$112,186	$114,429
7	$114,254	$116,539	$118,870
8	$118,525	$120,896	$123,313
9	$121,428	$123,857	$126,334
10	$124,331	$126,818	$129,354
11	$128,566	$131,137	$133,760
12	$132,802	$135,458	$138,167
13	$136,763	$139,498	$142,288
14	$140,725	$143,540	$146,410
15	$144,193	$147,077	$150,018
16	$147,660	$150,613	$153,625

(b) Staffing component
The parties agree to increase the staffing based salary component by 2% from 2 May 2016 with a further 2% increase from 2 May 2017. Below is the table outlining the changes to the staffing based salary component:

Total teacher staff (TTS)	Current rates	Rates effective 2 May 2016	Rates effective 2 May 2017
≤13	($709*TTS) + $2,760	($723*TTS) + $2,815	($738*TTS) + $2,872
>13	($140*TTS) + $10,545	($143*TTS) + $10,756	($146*TTS) + $10,971

(c) Decile payments
The parties agree to increase the decile payments by 2% from 2 May 2016 with a further 2% increase from 2 May 2017. Below is the table outlining the changes to the decile payments:

Decile 1 or 2 school

U grade	Current	Rate effective 2 May 2016	Rate effective 2 May 2017
1	$3,633	$3,706	$3,780
2	$4,123	$4,205	$4,290
3	$4,472	$4,561	$4,653
4	$4,821	$4,917	$5,016
5	$5,171	$5,274	$5,380
6 and 7	$5,380	$5,488	$5,597
8 and 9	$5,800	$5,916	$6,034
10 and 11	$6,079	$6,201	$6,325
12+	$6,289	$6,415	$6,543

Decile 3 or 4 school

U grade	Current	Rate effective 2 May 2016	Rate effective 2 May 2017
1	$1,817	$1,853	$1,890
2	$2,061	$2,102	$2,144
3	$2,235	$2,280	$2,325
4	$2,411	$2,459	$2,508
5	$2,585	$2,637	$2,689
6 and 7	$2,690	$2,744	$2,799
8 and 9	$2,900	$2,958	$3,017
10 and 11	$3,039	$3,100	$3,162
12+	$3,144	$3,207	$3,271

(d) Primary Principals' Career Structure
The parties agree to increase the career structure payments by 2% from 2 May 2016 with a further 2% increase from 2 May 2017. Below is the table outlining the changes to the career structure payments:

Career Stage	Current rates	Rates effective 2 May 2016	Rates effective 2 May 2017
Developing Principal (stage one)	$3,500	$3,570	$3,641
Experienced Principal (stage two)	$6,500	$6,630	$6,763
Leading Principal (stage three)	$9,500	$9,690	$9,884

(e) Leadership in Literacy and Numeracy
The parties agree to increase the per annum base payment by $160 (from $2,000 to $2,160) from 2 May 2016 with a further increase of $160 (from $2,160 to $2,320) from 2 May 2017.

3. Approaches to Remuneration Comparability

The parties agree to replace clause 5.1 as follows:

5.1 Approaches to Remuneration Comparability

5.1.1 The parties:

(a) Acknowledge that different approaches to remuneration have been agreed in collective agreements for principals in state and state integrated schools.

(b) Have a shared interest in broad comparability in coverall remuneration for principals in state and state integrated schools.
(c) Commit to discussing what broad comparability in overall remuneration means as part of each set of negotiations to renew this collective agreement.

4. Career Framework and Remuneration review

The parties, together with the New Zealand School Trustees Association, agree to develop a career framework and review the remuneration structures, including the incentives for the recruitment and retention of principals in particular schools. The agreed Terms of Reference are attached at Attachment 1.

5. Sick leave

The changes to the sick leave clauses in Part 7 are intended to make the collective agreement easier to understand and be applied. It is not the intention of the parties to reduce the entitlement of any principal to whom the sick leave clauses in Part 7 apply.

See clauses 7.3, 7.4, 7.5 and 7.6

6. Reimbursing Allowances

The parties agree to delete the daily incidentals allowance (clause 6.1.2(iii)) and the tea allowance (clause 6.1.4); amend the expenses incurred in use of private vehicles (clause 6.1.6) to increase the motor vehicle allowance from 58c to 62c per km; and rename Miscellaneous Expenses (clause 6.17) as General Expenses and amend. The clauses will also be renumbered.

See clause 6.1.1 to 6.1.6

7. Māori Immersion Teaching Allowance

The parties agree to amend clause 6.2.6 as outlined below:

6.2.6 Māori Immersion Teaching Allowance

(a) All full time principals required to teach in te Reo Māori immersion classes at levels one, two or three as defined in Schedule 1 to this Agreement shall receive an allowance of $4,000 per annum.
(b) From the start of the 2017 school year, all full-time principals required to teach in te Reo Māori immersion classes at level one who have more than three continuous years' service teaching in level one Māori immersion classes shall receive an additional allowance of $2,000 per annum. This is in addition to the allowance described in clause 6.2.6(a).
(c) From the start of the 2017 school year, all full-time principals required to teach in te Reo Māori immersion classes at level one who have more than six continuous years' service teaching in level one Māori immersion classes the additional allowance described in clause 6.2.6(b) shall increase to $4,000 per annum. This is in addition to the allowance described in clause 6.2.6(a).
(d) The employer shall attest to the eligibility of principals for these allowances according to the levels of te Reo Māori immersion outlined in Schedule 1 of this agreement.
(e) For clarity continuous service for the payment of the allowance in (b) and (c) above 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.

8. Health, Safety and Wellbeing

The parties agree to include the following clauses to recognise the importance of ensuring good and safe working conditions:

2.8 Health, 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 in Employment Act 1992 and the Health and Safety at Work Act 2015. These Acts, 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 her/his 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.

9. Sabbatical Leave awards

The parties agree to increase the number of sabbatical leave awards from 100 awards to 105 awards from the start of the 2017 school year.

10. Refreshment Leave

The parties acknowledge taking opportunities to refresh and/or undertake study are important to individuals' professional growth.

During the term of this collective agreement the NZSTA will consult the NZEI Te Riu Roa to identify ways to promote the use of refreshment leave to principals and boards of trustees.

11. Career Structure Payment service

The parties agree to amend 4.4.1(g) as follows:

4.4.1(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 of Trustees to the Ministry of Education 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.

12. Education Council practising certificate fees

For the term of this Agreement, as outlined in (1) above, the Secretary for Education agrees to cover the cost of any fees set by the Education Council, pursuant to section 364(1) of the Education Act 1989, for the purposes of the issuing or renewal of practising certificates for principals covered by the Primary Principals' Collective Agreement 2016-2018. The costs of any such fees over the period will be paid directly by the Secretary for Education to the Education Council.

13. Technical changes

The parties agree to make all mutually agreed technical changes to the Agreement.

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' Collective Agreement 2016-2018.

Signed in Wellington on 17 May 2016:

Bella Pardoe
Advocate
NZEI Te Riu Roa

Tanya Duncan
Advocate
for the Secretary for Education

Witnessed:

Jane McManamon
for NZSTA

Attachment A

PPCA/PTCA Career Framework Development Terms of Reference

1. Purpose

The development of a coherent and aspirational framework that supports and builds quality leadership, teaching and learning across the system to advance every child's education success throughout the learning pathway of the child.

2. Principles

The principles underpinning the career development models for primary teachers and principals are:

- A focus on educational success for every child throughout their learning pathway.
- The need for effective resourcing, including the ability to target relevant resources to areas and schools of higher need.
- A commitment to our national language te reo Māori and to the bicultural, treaty-based partnership in Aotearoa New Zealand.
- Consideration of the impact of changes to current models on individual principals and teachers to ensure no actual financial disadvantage in terms of diminishing their permanent remuneration at the time of transition to a new model, and assuming at least an equivalent role.
- Recognition of the uniqueness of local contexts and needs, and allowing the flexibility to respond to changing environments within a self-governing school environment.
- The support and promotion of the hau-ora of learners, teachers and leaders is essential to achieve positive outcomes.

In undertaking this work the parties recognise the importance of developing a career structure/system that:

- Promotes and recognises quality and innovative evidence-based practice.
- Is flexible and accessible with varied approaches to career development.
- Recognises the importance of appropriate professional development.
- Includes appropriate recognition for roles, responsibilities and expertise.
- Has a variety of robust, objective processes for appropriate recognition of career development.
- Has regard for system-level career development focussed on professional practice.
- Sets out clear opportunities and expectations for career development.
- Reflects our bi-cultural nation and multi-cultural society.
- Aligns with robust appraisal processes that are objective and based on relevant qualitative and quantitative evidence.

3. Aims

Our aims are to:

- develop and describe a coherent professional whole of career framework.
- identify what recognition best fits that framework.
- identify/describe how to scaffold roles/responsibilities onto that framework.
- build a framework which fits our self-governing school environment.
- build practical quality measures and clear expectations into such a framework.
- simplify, rather than complicate existing systems.

These aims are intended to lead to a career framework that sets out in stages the skills, knowledge and expertise required, within which a range of different roles/responsibilities could sit. Each stage would set out the pre-requisites/core competencies while allowing for

optional components dependent on individual interest and skills and the needs of schools and communities.

These aims build on the work agreed as part of the variation following the *Joint Initiative* process.

4. Parties, Stakeholders and Working Relationships

The parties to this Terms of Reference are the Ministry of Education and the New Zealand Educational Institute Te Riu Roa. The New Zealand School Trustees Association (NZSTA) is invited to participate fully in this work to ensure the Ministry is able to meet its obligations to consult with the employer representative.

The parties and NZSTA will form a governance group and working parties to undertake this work. These groups will be responsible for developing a work plan to meet milestones agreed in this Terms of Reference. The work-plan will include clearly identified sector consultation and engagement timeframes

5. Governance Group

The governance group will be responsible for ensuring that work is progressing according to these Terms of Reference. It will provide guidance and direction to the working group(s). It is expected to do this with cognisance of the wider educational context within which this work sits. It will undertake stakeholder engagement as relevant. This may include the establishment of a sector reference group of other stakeholders. The governance group is committed to developing constructive, respectful working relationships.

6. Working Group

The working group(s) will be responsible for developing and implementing a work plan to undertake research and design work to meet the aims set out in this terms of reference. Sub-groups may be established to undertake particular pieces of work. This will include sector and stakeholder engagement and consultation as well as consideration of relevant research and information from national and international sources and other professional sectors. It will report regularly to the governance group and will act on guidance and direction received from the governance group.

The parties and NZSTA agree to work to maintain and further develop a constructive, respectful good faith working relationship.

The parties and NZSTA may choose to engage a facilitator or consult with ‘critical friends’ throughout the process.

The parties and NZSTA agree to commit the necessary resourcing to undertake this work.

7. Timeframes

The parties and NZSTA commit to beginning this work within 3 months of signing the new collective agreements for teachers and principals. The governance group and working group(s) will establish work plans to meet the following milestones:

- November 30 2016 work-plans including scope of work, sector engagement, research and development process signed off by governance group
- End of Term 1 2017 conceptual model(s) and key ideas described for career framework and remuneration structures for sector engagement and consultation
- Term 2 2017 sector engagement and consultation
- End of Term 4 2017, model(s) and key ideas updated from sector feedback described for further sector engagement
- Early Term 1 2018 final sector engagement and consultation
- End of Term 1 2018 design phase completed for:
    - career framework, including scaffolding of different types of roles and responsibilities
    - options for recognition identified
    - fit of current arrangements considered.

It is acknowledged that there is further work to be undertaken by the parties and NZSTA to give/reach formal agreements to give effect to the development and then to implement it in the primary sector. This will be done through negotiations and other relevant processes as agreed by the parties and NZSTA.

8. Matters raised in bargaining

Other matters have been raised in negotiations by both or either party including resourcing for time, PLD access, remuneration structures, location-based allowances, the leadership challenges facing principals of Immersion schools in terms the additional workload and its impacts on retention of this group, hau ora and support for all teachers and principals. Both parties recognise the benefits of joint work on these topics to advancing the agenda or lifting every child's educational success. Within the context of the work agreed in this document, the joint work could explore any issues, and where there is agreement, the best approaches to addressing those issues.

The parties have expressly agreed that matters related to the Advanced Classroom Expertise Teacher, teachers of the visually impaired and deaf at Van Asch, Kelston and BLENNZ, and recruitment and retention issues will be considered as part of this work.

Signed on behalf of the NZEI Te Riu Roa Date

Signed on behalf of the Secretary for Education Date

Witnessed by the New Zealand School Trustees Association Date

Signatories

This agreement has been signed by the parties on the day of 29 June 2016.

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

Tanya Duncan

Witnessed by
Rob Gold
New Zealand School Trustees Association