

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

28 May 2018

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## Introduction

We entered this bargaining anticipating broad, and where desirable, extensive discussion to enable us to fully understand each other's perspectives. That would facilitate consideration of a range of ways to progress or address issues that have been raised. While there has been, relative to previous bargaining rounds, limited discussion, you have affirmed that your priorities for this bargaining are, broadly, increases to remuneration and consideration of workload.

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

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

Taking the approach of interest-based bargaining rather than specific claims we identified, in our claims presentation, four broad areas of focus for discussion: remuneration, term, supply, workload and coherence.

The following offer for settlement reflects your priorities as you have conveyed them to us, and our areas of focus. While some are addressed through offers to change collective agreement conditions, other elements relate to Government's education work programme.

## Remuneration

As outlined in our claims presentation, current principal remuneration structures are largely based on the size of the school. While the size of the school will always be relevant to remuneration, smaller schools, are more likely to see vacancies filled by less experienced principals and leaders, and by first-time principals.

Additionally, the core of principal remuneration is made up of a number of components common to all or most principals but this is not readily obvious from the way remuneration is set out in the collective agreement. Reformatting some of the components would provide greater transparency for principal remuneration.

### The Secretary's offer is to:

1. Increase the U1, U2 and U3 roll based component of principal remuneration by \$9,000 over the term of the agreement made up of:
  - a. \$3,000 per annum from the date a new collective agreement is signed;
  - b. \$3,000 per annum 12 months after a new collective agreement is signed;
  - c. \$3,000 per annum 24 months after a new collective agreement is signed.
2. Increase the U4 and above roll-based component of principal remuneration by \$7,800 over the term of the agreement made up of:
  - a. \$2,600 per annum from the date a new collective agreement is signed;

- b. \$2,600 per annum 12 months after a new collective agreement is signed;
  - c. \$2,600 per annum 24 months after a new collective agreement is signed.
3. Merge the roll-based component, the base payment of the leadership payment and the career payments so that principal core remuneration is more transparent to aspiring and current principals, and other stakeholders.
  4. Include the per teacher component of the leadership payment in the staffing-based component of principal remuneration as follows:

Total Teacher Staff (TTS)	Rates effective 2 May 2017	Rates effective date collective agreement is signed
≤13	(738*TTS) + \$2,872	(838*TTS) + \$2,872
>13	(146*TTS) + \$10,971	(246*TTS) + \$10,971

5. Delete the Leadership in Literacy and Numeracy allowance

*[Wording in Annex 1]*

6. Update the PPCA/PTCA Career Framework Development Terms of Reference to reflect the interdependency with the development of the Education Workforce Strategy and milestones for continued work during the term of a renewed agreement.

## **Term**

It is important that the term of the collective agreement provides a period of certainty and the time to continue the joint work developing a career framework alongside the development of an Education Workforce Strategy.

### **The Secretary's offer is for:**

7. A three year term from the date the collective agreement is signed.

## **Supply**

As outlined in our claims presentation, supply moves in cycles, reflecting the economic changes in New Zealand and in the countries that are preferred destinations for our workforce.

While the retention rate for primary principals nationally has remained around 95% since 2001, which does not suggest a growing retention issue, anecdotally the recruitment of principals to smaller, rural schools can be more challenging.

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

The Strategy will set out a plan for attracting, recruiting, retaining and developing the quality workforce needed to ensure all New Zealand children and students have barrier-free access to education that meets their individual needs from early childhood to the end of secondary schooling in both English medium and Māori medium learning environments.

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

Given the strong retention rates generally and taking account of the anecdotal evidence about areas of pressure the Secretary's remuneration offer has been structured to differentiate increases weighted towards principals of smaller schools which we consider will support recruitment and retention in those schools.

## **Workload**

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

The work programme includes a number of things that have or will proceed outside of bargaining, a number of which will or could positively impact workload including:

- Removal of national standards, resulting in corresponding workload improvements over time.
- Development an Education Workforce Strategy, which is now progressing under the governance and oversight of the Quality Teaching and Wellbeing working group, of which NZEI Te Riu Roa is a member.
- Joint Taskforce to reduce paper compliance.
- Review of Tomorrow Schools, which among other things, will consider the education agencies' role in supporting schools.
- The development of an action plan for learning support.
- ISTP commitments.
- Promoting the use of technology.

It is important that this work is given time so that any change to current entitlement settings is informed by what is learned from the broad engagement with the whole community. We have, however, identified a measure to provide some additional release time for principals of smaller schools.

### **The Secretary's offer is to:**

8. Introduce 10 hours per term classroom release time for U1, U2 and U3 principals from the start of the 2019 school year.
9. Work with New Zealand School Trustees Association and NZEI Te Riu Roa to promote and share good management practice across the network.

## **Coherence**

As indicated in our claims presentation, continuing to update the language in the collective agreement is a focus for the Ministry. We have provided draft wording for parental leave, the isolation allowance and surplus staffing.

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

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

The wording we have drafted would enable the Grant to be accessed by the primary carer, whoever that may be, and for the timing of the payment to shift to the point of a teacher's return to work when there are often additional costs, rather than their departure when the teacher can access paid parental leave.

**The Secretary's offer is to:**

1. Amend the career payment service definitions so they are consistent throughout the clause (*included in the consequential changes to Part 4 see Annex 1*).
2. Amend the parental leave provisions to reflect gender neutral language and changes to the Grant payment (*proposed clauses see Annex 2*).
3. Amend the isolation allowance to simplify the range of rates to two allowances (*proposed clauses see Annex 3*).
4. Amend the surplus staffing provisions to improve the flow and language and include a notice period (*proposed clauses see Annex 4*).

## 5.2 REMUNERATION

5.2.1 A principal's salary shall comprise the core remuneration (which from xx incorporates the roll-based (U-grade) component [clause 5.2.2] inclusive of the Career Structure payments [clause 4.4] and the Leadership in Literacy and Numeracy payment [clause 5.2.5]), the Staffing based salary component in clause 5.2.3 and the Decile payment (where applicable) in clause 5.2.4.

5.2.2 The core remuneration shall be determined by the U-grade of the school (i.e. U1-U16) and the applicable career stage of the principal (i.e. Beginning, Developing, Experienced or Leading) as set out in the table below:

U-grade	Roll range	Current	New scale	Y1	Y2	Y3
1	1-50	\$83,873	<b>Beginning</b>	\$86,873	\$89,873	\$92,873
		\$87,514	<b>Developing</b>	\$90,514	\$93,514	\$96,514
		\$90,636	<b>Experienced</b>	\$93,636	\$96,636	\$99,636
		\$93,757	<b>Leading</b>	\$96,757	\$99,757	\$102,757
2	51-100	\$90,465	<b>Beginning</b>	\$93,465	\$96,465	\$99,465
		\$94,106	<b>Developing</b>	\$97,106	\$100,106	\$103,106
		\$97,228	<b>Experienced</b>	\$100,228	\$103,228	\$106,228
		\$100,349	<b>Leading</b>	\$103,349	\$106,349	\$109,349
3	101-150	\$97,558	<b>Beginning</b>	\$100,558	\$103,558	\$106,558
		\$101,199	<b>Developing</b>	\$104,199	\$107,199	\$110,199
		\$104,321	<b>Experienced</b>	\$107,321	\$110,321	\$113,321
		\$107,442	<b>Leading</b>	\$110,442	\$113,442	\$116,442
4	151-300	\$105,021	<b>Beginning</b>	\$107,621	\$110,221	\$112,821
		\$108,662	<b>Developing</b>	\$111,262	\$113,862	\$116,462
		\$111,784	<b>Experienced</b>	\$114,384	\$116,984	\$119,584
		\$114,905	<b>Leading</b>	\$117,505	\$120,105	\$122,705
5	301-500	\$112,484	<b>Beginning</b>	\$115,084	\$117,684	\$120,284
		\$116,125	<b>Developing</b>	\$118,725	\$121,325	\$123,925
		\$119,247	<b>Experienced</b>	\$121,847	\$124,447	\$127,047
		\$122,368	<b>Leading</b>	\$124,968	\$127,568	\$130,168
6	501-675	\$116,749	<b>Beginning</b>	\$119,349	\$121,949	\$124,549
		\$120,390	<b>Developing</b>	\$122,990	\$125,590	\$128,190
		\$123,512	<b>Experienced</b>	\$126,112	\$128,712	\$131,312
		\$126,633	<b>Leading</b>	\$129,233	\$131,833	\$134,433
7	676-850	\$121,190	<b>Beginning</b>	\$123,790	\$126,390	\$128,990
		\$124,831	<b>Developing</b>	\$127,431	\$130,031	\$132,631
		\$127,953	<b>Experienced</b>	\$130,553	\$133,153	\$135,753
		\$131,074	<b>Leading</b>	\$133,674	\$136,274	\$138,874
8	851-1025	\$125,633	<b>Beginning</b>	\$128,233	\$130,833	\$133,433
		\$129,274	<b>Developing</b>	\$131,874	\$134,474	\$137,074
		\$132,396	<b>Experienced</b>	\$134,996	\$137,596	\$140,196
		\$135,517	<b>Leading</b>	\$138,117	\$140,717	\$143,317
9	1026-1200	\$128,654	<b>Beginning</b>	\$131,254	\$133,854	\$136,454
		\$132,295	<b>Developing</b>	\$134,895	\$137,495	\$140,095
		\$135,417	<b>Experienced</b>	\$138,017	\$140,617	\$143,217
		\$138,538	<b>Leading</b>	\$141,138	\$143,738	\$146,338
10	1201-1400	\$131,674	<b>Beginning</b>	\$134,274	\$136,874	\$139,474
		\$135,315	<b>Developing</b>	\$137,915	\$140,515	\$143,115
		\$138,437	<b>Experienced</b>	\$141,037	\$143,637	\$146,237
		\$141,558	<b>Leading</b>	\$144,158	\$146,758	\$149,358

U-grade	Roll range	Current	New scale	Y1	Y2	Y3
11	1401-1600	\$136,080	Beginning	\$138,680	\$141,280	\$143,880
		\$139,721	Developing	\$142,321	\$144,921	\$147,521
		\$142,843	Experienced	\$145,443	\$148,043	\$150,643
		\$145,964	Leading	\$148,564	\$151,164	\$153,764
12	1601-1800	\$140,487	Beginning	\$143,087	\$145,687	\$148,287
		\$144,128	Developing	\$146,728	\$149,328	\$151,928
		\$147,250	Experienced	\$149,850	\$152,450	\$155,050
		\$150,371	Leading	\$152,971	\$155,571	\$158,171
13	1801-2000	\$144,608	Beginning	\$147,208	\$149,808	\$152,408
		\$148,249	Developing	\$150,849	\$153,449	\$156,049
		\$151,371	Experienced	\$153,971	\$156,571	\$159,171
		\$154,492	Leading	\$157,092	\$159,692	\$162,292
14	2001-2200	\$148,730	Beginning	\$151,330	\$153,930	\$156,530
		\$152,371	Developing	\$154,971	\$157,571	\$160,171
		\$155,493	Experienced	\$158,093	\$160,693	\$163,293
		\$158,614	Leading	\$161,214	\$163,814	\$166,414
15	2201-2400	\$152,338	Beginning	\$154,938	\$157,538	\$160,138
		\$155,979	Developing	\$158,579	\$161,179	\$163,779
		\$159,101	Experienced	\$161,701	\$164,301	\$166,901
		\$162,222	Leading	\$164,822	\$167,422	\$170,022
16	2401+	\$155,945	Beginning	\$158,545	\$161,145	\$163,745
		\$159,586	Developing	\$162,186	\$164,786	\$167,386
		\$162,708	Experienced	\$165,308	\$167,908	\$170,508
		\$165,829	Leading	\$168,429	\$171,029	\$173,629

5.2.3 A principal may progress within a U-grade from Beginning to Developing Principal or from Developing to Experienced Principal or from Experience to Leading Principal provided:

- the applicable service criteria for a Developing, Experienced or Leading Principal set out in clause 4.4.1(f) has been met; and
- the employing Board has affirmed that the applicable professional criteria for a Developing, Experienced or Leading Principal as set out in clause 4.4.1(f) has been met.

#### 5.2.4 Staffing based salary component

In addition to the core remuneration 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 effective 2 May 2017	Rates effective date collective agreement is signed
≤13	(738*TTS) + \$2,872	(838*TTS) + \$2,872
>13	(146*TTS) + \$10,971	(246*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.

#### 5.2.5 Decile payment

Principals in decile 1-4 schools shall be paid an amount in addition to remuneration components specified in clauses 5.2.2 and 5.2.4 above, according to the following table:

*Decile Funding tables – no change*

#### 5.2.6 Leadership in Literacy and Numeracy

The allowance under this clause, which recognises 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, is from **(date)** has been included in the core remuneration set out in clause 5.2.2.

### **Consequential changes to Part 4**

#### 4.4 PRIMARY PRINCIPALS' CAREER STRUCTURE

##### 4.4.1

- a) This clause outlines a career structure for primary principals who meet the professional criteria as affirmed by their Board in accordance with clause 4.4.1(e) and the service criteria in accordance with clauses 4.4.1 (g) to (j).
- b) The career structure is 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.
- c) 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, and subject to meeting the service and professional criteria outlined below, principals covered by this Agreement will be entitled to core remuneration for the applicable career stage as set out in clause 5.2.2.
- d) The principal will assemble and present a portfolio of evidence relevant to the criteria of one of the career stages 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.
- e) The Board is responsible for affirming that the principal meets the professional criteria of the applicable career stage. The affirmation process will be in accordance with clause 4.2.2.
- f) The career stages and the criteria at each stage is set out in the table below:

CRITERIA	BEGINNING PRINCIPAL (ACQUIRING/ACQUIRED)	DEVELOPING PRINCIPAL (ACQUIRING/ACQUIRED)	EXPERIENCED PRINCIPAL (APPLYING)	LEADING PRINCIPAL (SHARING)
Service	< 3 years	A minimum of 3 years' continuous service as per clauses 4.4.1 (g) to (j).	A minimum of 6 years' continuous service as per clauses 4.4.1 (g) to (j) and meets the requirements of a Developing Principal.	A minimum of 9 years' continuous service as per clauses 4.4.1 (g) to (j) and meets the requirements of a Developing and Experienced Principal.
Key Components	<p><b>Meets the requirements of Part 4 of this Agreement.</b></p> <p><b>Student Outcomes:</b> Assessment and evaluation data is used to maximise student learning for all students and trend data shows continuing growth in student learning.</p> <p><b>School Management:</b> School policies are in place and are regularly reviewed. Resources are aligned to strategic goals.</p> <p><b>Community and Networks:</b> Trust is built between home and school to positively influence student learning and engagement.</p>			
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: <ul style="list-style-type: none"> <li>• Mentoring</li> <li>• Professional supervision</li> <li>• Study</li> <li>• Learning and development project aligned with school goals.</li> </ul>	Participation in a professional learning and development plan that demonstrates professional growth in: <ul style="list-style-type: none"> <li>• Leadership</li> <li>• Personal learning project in own school.</li> </ul>	Contribution to or leadership of: <ul style="list-style-type: none"> <li>• A learning or professional community</li> <li>• A wider educational sector and principal network.</li> </ul>
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: <ul style="list-style-type: none"> <li>• Knowledge of research</li> <li>• Successful practice.</li> </ul> Seeks appropriate professional learning and development opportunities to improve expertise.	Ongoing commitment to own personal growth demonstrated through, for example: <ul style="list-style-type: none"> <li>• Further tertiary study/ qualifications; or</li> <li>• Sabbatical project; or</li> <li>• Other relevant professional development.</li> </ul>	Ongoing commitment to own personal growth demonstrated through, for example: <ul style="list-style-type: none"> <li>• Participation in a Professional Learning Group of other leading principals; or</li> <li>• Further tertiary study/ qualifications;</li> <li>• Sabbatical project; or</li> <li>• Other relevant professional development.</li> </ul>
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: <ul style="list-style-type: none"> <li>• Working with staff to set clear and appropriate educational goals for the school</li> <li>• Recognising the strengths and weaknesses of the school's performance and planning an improvement trajectory/pathway</li> <li>• Ensures performance agreements and appraisal processes are in place for all staff.</li> </ul>	Demonstrated ability to adapt systems to school context, demonstrated through, for example: <ul style="list-style-type: none"> <li>• School development and activities reflect strategic direction and priorities</li> <li>• School development focused on responsiveness to student's needs.</li> </ul> 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: <ul style="list-style-type: none"> <li>• Develop leadership in others</li> <li>• Improve teaching and learning with and through others</li> <li>• Act as a coach/ mentor to colleagues</li> <li>• Provide leadership across local networks.</li> </ul> Improvement and innovation are supported by cycles of inquiry at every level.

- 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 school will 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 they meet the relevant professional criteria (to which the Board has attested), provided that:
- i. at the time of eligibility they have completed one year in their current position;
  - ii. while they were on the break for three years or more the principal consistently maintained their teacher registration.
- 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 a career stage).
- 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 be paid the beginning principal rate set out in the clause 5.2.2 from the commencement of the procedure until such time as the corrective action has successfully been completed at which time the core remuneration rate for the applicable career stage will recommence.
- m) To maintain eligibility for the career stage remuneration, every three years the principal's Board must re-affirm that the principal meets the 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 is appointed to a new primary school, that principal shall continue to receive the core remuneration as per clause 5.2.2 based on their career stage provided the Board affirms that, as part of its appointment process, it satisfied itself that the principal meets that applicable career stage criteria.

## 7.9 PARENTAL LEAVE

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

7.9.2 A principal on parental leave must give at least one month's notice before they return to work, but if they had a miscarriage or stillbirth they may choose to return immediately.

7.9.3 In addition to the provisions at 7.9.1, the following also apply:

- a. Any primary carer leave taken will not count against the extended leave entitlement.
- b. A principal with less than 52 weeks' service is entitled to 26 weeks' extended leave from the date of birth or adoption placement. Their employer may choose to grant up to 26 more weeks.
- c. Principals intending to resign because of pregnancy or childbirth must be advised of their parental leave rights.
- d. Primary carer leave may start at any time during the pregnancy. The principal must give the employer one month's written notice with a medical certificate, but shorter notice will be accepted if a medical practitioner recommends it.
- e. Principals on parental leave are still covered by the surplus staffing/school closure provisions of this Agreement.

7.9.4 Parental Grant

- a. If a principal takes, or is eligible to take primary carer and/or extended leave, they will be paid a lump sum parental grant when they return to work and produce a birth certificate or adoption papers. The grant is six weeks' pay at the full salary rate that applied on the day before their leave began. If they worked less than full normal hours for a short time before taking leave, the employer may still give full payment.
- b. If a principal takes primary carer or extended leave for less than six weeks (30 working days), the full grant equivalent to six weeks salary is still payable. The parental grant is not reduced because salary is received.
- c. If both the principal and their partner are employed in the Public Service or Education Service and are eligible for a parental grant, then they are entitled to only one payment between them, and they may choose who will receive it.
- d. There is no entitlement to a parental grant in the case of miscarriage.

7.9.5 Re-entry after Absence Due to Childcare *[as per current clause 2.3 in the PPCA]*

## Part 9: Surplus Staffing Where Position Disestablished

- 9.1 This Part sets out the surplus staffing entitlements of permanent principals where their position has been disestablished due to either:
- (a) a school review (the staffing requirements within a school has been reviewed by an employer including as a consequence of amalgamation, merger, change of status, and/or closure); or
  - (b) a school reorganisation process (defined in 1.4.8).
- 9.1.1 The principal must be given at least three months written notice of the disestablishment of their position.
- 9.1.2 During the notice period the board will assist the principal to locate suitable alternative position in a state or state integrated school, and will meet the reasonable costs of the principal attending relevant interviews where such costs are not otherwise met.
- 9.1.3 Where, prior to the disestablishment of the position:
- (a) a reasonable offer of employment in a state or state integrated school is made to the principal; or
  - (b) the principal applies for a position in a state or state integrated school for which they are suitable and declines an offer of appointment to the position;
- the board's responsibilities under these provisions shall be fulfilled and the principal's employment may be terminated from the date of disestablishment with no payment of compensation.
- 9.1.4 Where the principal is appointed to a suitable alternative position in a state or state integrated school which requires a transfer of location the principal shall be entitled to removal expenses in accordance with Appendix 2 of this Agreement.
- 9.2 In this Part:
- 9.2.1 "Service" means the aggregate of all employment as a teacher in state or state-integrated schools and/or service as a trained and registered 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 Appendix 6 (cl 8) of the Primary Teachers' Collective Agreement.
- 9.2.2 "Ordinary pay" is basic taxable salary plus regular taxable allowances paid on a continuous basis 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.

## Disestablishment of Position Following School Review

- 9.3 Where, following a school review, a permanently appointed principal's position has been disestablished and a reasonable offer of employment is not made prior to the expiry of the notice period, the principal in consultation with the Board may elect:
- (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 both the original Board and Board of the other school, as provided in 9.5; or

- (b) **Retraining** - the principal undertakes 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, as provided in 9.6; or
- (c) **Severance** - the principal's employment is terminated subject to 9.7, the Board shall pay the principal a lump sum payment equivalent to:
  - i. three months' ordinary pay where the principal has up to three years' service;
  - ii. four months' ordinary pay where the principal has over three years' and up to five years' service;
  - iii. six months' ordinary pay where the principal has five years' (and over) service.

Provided that if the principal 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, four 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** - the principal's employment is terminated subject to 9.7 where the principal has 25 years' service or more they may elect to be paid a lump sum of six months' ordinary pay 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.

### **Redeployment process**

9.5 The following process applies where a principal is redeployed under 9.3(a).

- (a) During the notice period, the employer shall assist the principal to find a suitable alternative position and will meet the reasonable costs of attending relevant interviews.
- (b) If a principal is redeployed as a basic scale teacher under 9.3(a) and a position at the same or lower level becomes vacant at either their original school or another school to which the principal is redeployed the principal shall be offered the vacant position unless the vacancy is for either a Māori immersion teacher or special education teacher requiring skills not possessed by the principal.
- (c) If a principal declines placement at the original school under 9.5.(b) at the same level or declines a reasonable offer of appointment at the same or higher level from another Board, the principal's employment shall be terminated without further compensation.
- (d) The principal shall receive pay protection for the full *30 school weeks* if they remain redeployed at the school.
- (e) If any teaching position above that of basic scale (other than that of principal) becomes vacant at the school at which the principal has been redeployed during the redeployment period, it must first be advertised internally.
- (f) There is no entitlement to appointment to the position of principal in the originating school or other school in which the principal is redeployed should a vacancy arise during the period of redeployment.
- (g) A principal may, during their period of redeployment, undertake a defined special project(s) of work subject to agreement between the principal and their employer.

- (h) If a new position has not been secured at the end of the period of redeployment the principal's employment shall be terminated. Where such termination is likely the Board shall advise the principal of this in writing not less than one month before the period of redeployment expires.
- (i) Where a redeployment involves a transfer of location the principal may elect to be reimbursed removal expenses under Appendix 2 in one of (but not both) of the following circumstances:
  - i. Where the principal transfers to another school to continue employment under 9.3(a); or
  - ii. Where the principal transfers to a school where they have been appointed to a new permanent position.

### **Retraining**

- 9.6 The following applies where a principal elects retraining under 9.3(b).
- (a) There is no requirement on the employer to meet any costs and expenses of training, including course fees.
  - (b) If a new permanent position has not been secured at the end of the period of retraining the principal's employment shall be terminated. Where such termination is likely the Board shall advise the principal of this in writing not less than one month before the period of retraining expires.

### **Severance and Long Service Payment**

- 9.7 Severance and long service payments are subject to the following:
- (a) If 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 9.3(c) or (d) the principal shall refund the difference between the number of weeks for which they were without employment and the number of weeks for which a 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 9.3(c) or (d), whichever is the lesser.
  - (b) Payment of severance or long service payments are conditional on the employee finishing on an agreed date. If the employee resigns their position or is appointed to another teaching position in a state or state-integrated school before the date agreed, no payment will be made.
  - (c) Any employee receiving the severance or long service payment is 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 9.7(a) shall receive pro-rated reinstatement of these entitlements.

### **Disestablishment of Position Following School Reorganisation Process**

- 9.8 Following a school reorganisation process:
- (a) the position of principal in all closed or reorganised schools shall be disestablished; and
  - (b) the new position of principal in the reorganised school shall be advertised pursuant to the State Sector Act 1988 (as per 2.2).

- 9.9 Principals whose positions have been disestablished following a school reorganisation may where a reasonable offer of employment is not made prior to the expiry of the notice period elect **one** of the four options in 9.11 - 9.13.
- 9.10 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 12 months from the date of disestablishment.

### **Redeployment**

- 9.11 A principal may elect to be redeployed as follows:
- (a) 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
  - (b) salary protection at the principal's previous salary (i.e. school roll and staffing based components only) applies for the period of redeployment.
  - (c) the redeployment process in 9.5 applies *provided that* principals who have not secured a permanent position in another state or state-integrated school upon completion of their supernumerary redeployment of 40 school weeks will retain an entitlement to removal expenses under Appendix 2 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.

### **Retraining**

- 9.12 A principal may elect the option of retraining as set out in 9.3(b) and 9.6 above.

### **Severance**

- 9.13 A principal may elect the option of severance as set out in 9.3(c) subject to 9.7 above.

### **Long Service Payment**

- 9.14 A principal may elect the option of a long service payment as set out in 9.3(d) subject to 9.7 above.

### **9.15 Employment Protection Provisions**

- 9.15.1 '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 referred to in clauses 1.4.8, 9.8 -9.13.
- 9.15.2 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.

9.15.3 The employer will encourage the new employer to agree to the involvement of the union(s) in the processes described in clauses 9.13.4 and 9.13.5 below.

9.15.4 Having completed the process described in clause 9.13.2 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.

9.15.5 The following shall be matters for clarification under clause 9.13.4(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.

9.15.6 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 9.14 of the Agreement. An employee engaged for a fixed term of employment shall not be entitled to the surplus staffing provisions

## Annex 4

### 6.3 Isolation Allowance

- 6.3.1 A principal whose work requires that they reside permanently at an isolated locality as outlined in clause 6.3.3 or 6.3.4 below, will receive an isolation allowance.
- 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 is required to work at another locality for up to seven consecutive days.
- 6.3.3 For a principal whose full-time residence is:
- (a) in a locality with a population of less than 300 that is also between 60kms and 150kms (inclusive) from a population centre of more than 1,500 people; or
  - (b) in one of the following locations – Aranga, Arohena, Glenorchy, Hauturu, Hawea Flat, Horeke, Kawhia, Makahu, Ohuka, Ongarue, Papanui Junction, Peria, Piri Piri, Rere, Ruakituri, Te Akau or Waikaretu; or
  - (c) located on Matakana Island or Waiheke Island
- the rate of the allowance shall be \$1,200 per annum.
- 6.3.4 For a principal whose full-time residence is:
- (a) in a locality with a population of less than 300 that is also more than 150kms from a population centre of more than 1,500 people; or
  - (b) located on Great Barrier Island or Stewart Island
- the rate of the allowance shall be \$2,200 per annum.

[Delete Appendix 1]

#### *Notes:*

*Puketitiri, Taharoa, Little Barrier Island, Kapiti Island, Kawau Island, Motuihe Island, Motutapu Island, Rakino Island and Rangitoto Island are not included in 6.3.3 or 6.3.4 above as there is no school at these locations*

*Omarama has been deleted from the locations listed in 6.3.3(b) because it is now in Category 2 i.e. its location is between 101-150kms from a population of greater than 1,500 people.*