

Terms of Settlement – Primary Principals’ Collective Agreement Dated 9 August 2019

This document sets out the agreed components of the settlement of the Primary Principals’ Collective Agreement 2019-2022 (PPCA). This agreement has been settled between the Secretary for Education and the NZEI Te Riu Roa and will be subject to ratification by NZEI Te Riu Roa members pursuant to section 51 of the Employment Relations Act 2000.

The terms outlined in this document are valid for ratification by NZEI Te Riu Roa members, provided ratification is confirmed and the new PPCA is signed no later than 3 pm 26 August 2019.

1. Term

The PPCA will be effective from 26 August 2019 to 25 August 2022.

2. Remuneration

The parties agree that the increases to remuneration outlined below will take effect from 26 August 2019, 26 August 2020 and 26 August 2021 respectively.

The parties agree to three increases to the roll-based, decile and staffing based components of principal remuneration. The rate of the annual increases to remuneration for principals covered by the PPCA will be:

| Effective date | Remuneration change |
|----------------|--|
| 26 August 2019 | Roll based component: <ul style="list-style-type: none"> • Increase of 13% for principals of U1 schools • Increase of 4.8% for principals of U2 schools • Increase of 5% for principals of U3 and above schools Decile payment: <ul style="list-style-type: none"> • Increase of 15.7% for principals of decile 1 to 4 U1 schools • Increase of 2% for principals of decile 1 to 4 U2 and above schools Staffing based component: <ul style="list-style-type: none"> • Increase of 5% for all principals leading schools with total teacher staff of less than or equal to 13. • Increase of 4.8% for all principals leading schools with total teacher staff of greater than 13. |
| 26 August 2020 | Roll based component: <ul style="list-style-type: none"> • Increase of 3% for all principals Staffing based component: <ul style="list-style-type: none"> • Increase of 3% for all principals |
| 26 August 2021 | Roll based component: <ul style="list-style-type: none"> • Increase of 3% for all principals Staffing based component: <ul style="list-style-type: none"> • Increase of 3% for all principals |

Clause 5.2 Remuneration is set out in Annex 1

3. Unified Pay System

The parties agree to replace clause 5.1 *Approaches to Remuneration Comparability* with a new clause 5.1 *Unified Pay System* from 26 August 2019 to reflect the movement to unified base remuneration (ie for the roll based, decile and staffing components) for principals.

4. Parental Leave (clause 7.9)

The parties agree to amend the parental leave provisions and Parental Grant payment to reflect gender neutral language. See wording attached in Annex 2.

5. Surplus Staffing

The parties agree to review the surplus staffing provisions to improve the flow and language during the term of the new collective agreement.

6. Additional payment

The parties agree that every principal who is a member of NZEI Te Riu Roa as at 9 August 2019 and is covered by the Primary Principals' Collective Agreement 2019–2022 on the date it commences (26 August 2019) is entitled to receive a one-off gross payment of \$1,500, pro-rated for part-time Principals based on their FTE as at 26 August 2019.

For the avoidance of doubt:

- A principal who is a member of NZEI Te Riu Roa as at 9 August 2019 and who on 26 August 2019 is covered by the PPCA and is on approved **unpaid** leave under Part 7 of the PPCA is entitled, upon application on their return, to receive the one-off gross payment of \$1,500 on the return to their position providing that they return on or before 28 January 2020.
- A principal who is a member of NZEI Te Riu Roa as at 9 August 2019 and who on 26 August 2019 is covered by the PPCA and is on approved **paid** leave from their position as principal on 26 August will be entitled to this payment without a requirement to apply for its payment.

A Principal who is a member of NZEI Te Riu Roa as at 9 August 2019 and who on 26 August 2019 is covered by the PPCA and is on approved parental leave is entitled, upon application on their return, to receive the one-off gross payment of \$1,500 on the return to their position providing that they return on or before 26 August 2020.

A principal may not receive more than \$1,500 gross in total. A principal is not entitled to the payment if they were entitled to and received the \$1,500 lump sum payable under the terms of settlement dated 13 June 2019 of any of the three collective agreements between the Secretary and NZEI Te Riu Roa and/or Post Primary Teachers' Association that cover teachers, or the collective agreement between the Secretary and NZEI Te Riu Roa which covers Kindergarten Teachers.

7. Support for smaller schools

The Ministry of Education agrees to provide primary schools covered by the PPCA whose provisional curriculum staffing entitlement, as set out in their provisional staffing notice, is less than two (2) full-time equivalent teachers (inclusive of the principal) with additional operational funding to engage support staff for the following school year to make up the difference to two (2) full-time equivalent employees (inclusive of the principal) during the school day i.e. six (6) hours per day on days that the school is open for instruction.

8. Accord between the Ministry of Education, NZEI Te Riu Roa and PPTA

The parties agree to enter into an accord, alongside settlement of the PPCA with the purpose of transparently giving effect to building a high trust environment where the teaching profession is highly regarded, sustainable, and is fit for now and the future of learning.

9. Professional Development Fund for primary school principals

From the commencement of the 2020 school year there will be a Fund of \$300,000 per annum for the purposes of primary school principals' professional development. A Memorandum of Understanding will be developed and agreed between the parties that describes the purpose, application criteria and process to access the Fund.

10. Technical changes

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

The parties on signing this document acknowledge, subject to any subsequent agreed editorial and technical changes, that this reflects the agreements reached in the settlement of the *Primary Principals' Collective Agreement 2019-2022*.

Signed in Wellington on 9 August 2019:

Bella Pardoe
Advocate
for NZEI Te Riu Roa

Mark Williamson
Advocate
for the Secretary for Education

Witnessed:

for NZSTA

5.1 UNIFIED PAY SYSTEM

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

5.1.2 **Mechanism**

a. The Secretary for Education shall, within one month of ratification of any collective agreement (or relevant variation thereof) applicable to principals of secondary schools in the state and integrated school sector, notify the NZEI Te Riu Roa National Secretary of any changes to the role-based, staffing-based, or decile payment components of principals remuneration and offer such changes to principals covered by the PPCA.

b. The National Secretary of NZEI Te Riu Roa shall, within one month of receipt of the offer described in clause 5.1.2(a), advise the Secretary for Education whether NZEI Te Riu Roa wishes to accept such offer. The parties agree that upon receipt of NZEI's acceptance of the offer the PPCA shall be deemed to be varied pursuant to clause 1.6 in the terms outlined in the offer as advised by the Secretary for Education.

5.1.3 Clause 5.1 shall apply from 26 August 2019 to 25 August 2022. Thereafter this clause will cease to apply and shall have no effect.

5.2 REMUNERATION

5.2.1 A principal's salary shall comprise the school roll-based salary (U-grade) in clause 5.2.2, the staffing-based salary component in clause 5.2.3, the 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 2 May 2017 | Rates effective 26 August 2019 | Rates effective 26 August 2020 | Rates effective 26 August 2021 |
|------------|-----------|---------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| U1 & U2 | 1-100 | \$81,553 | \$92,403 | \$95,175 | \$98,031 |
| | | \$88,145 | | | |
| U3 | 101-150 | \$95,238 | \$100,076 | \$103,078 | \$106,170 |
| U4 | 151-300 | \$102,701 | \$107,917 | \$111,155 | \$114,489 |
| U5 | 301-500 | \$110,164 | \$115,759 | \$119,231 | \$122,808 |
| U6 | 501-675 | \$114,429 | \$120,241 | \$123,848 | \$127,564 |
| U7 | 676-850 | \$118,870 | \$124,908 | \$128,655 | \$132,515 |
| U8 | 851-1025 | \$123,313 | \$129,577 | \$133,464 | \$137,468 |
| U9 | 1026-1200 | \$126,334 | \$132,751 | \$136,733 | \$140,835 |
| U10 | 1201-1400 | \$129,354 | \$135,923 | \$140,001 | \$144,201 |
| U11 | 1401-1600 | \$133,760 | \$140,554 | \$144,770 | \$149,114 |
| U12 | 1601-1800 | \$138,167 | \$145,186 | \$149,541 | \$154,028 |
| U13 | 1801-2000 | \$142,288 | \$149,516 | \$154,001 | \$158,621 |
| U14 | 2001-2200 | \$146,410 | \$153,847 | \$158,462 | \$163,216 |
| U15 | 2201-2400 | \$150,018 | \$157,637 | \$162,367 | \$167,237 |
| U16 | 2401+ | \$153,625 | \$161,429 | \$166,272 | \$171,260 |

5.2.3 Staffing based salary component

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

| Total Teacher Staff (TTS) | Rates effective 2 May 2017 |
|---------------------------|----------------------------|
| ≤ 13 | $(\$738 * TTS) + \$2,872$ |
| < 13 | $(\$146 * TTS) + \$10,971$ |

| Total Teacher Staff (TTS) | Rates effective 26 August 2019 |
|---------------------------|--------------------------------|
| ≤ 13 | $(\$775 * TTS) + \$3,017$ |
| < 13 | $(\$153 * TTS) + \$11,529$ |

| Total Teacher Staff (TTS) | Rates effective 26 August 2020 |
|---------------------------|--------------------------------|
| ≤ 13 | $(\$798 * TTS) + \$3,107$ |
| < 13 | $(\$158 * TTS) + \$11,875$ |

| Total Teacher Staff (TTS) | Rates effective 26 August 2021 |
|---------------------------|--------------------------------|
| ≤ 13 | $(\$822 * TTS) + \$3,201$ |
| < 13 | $(\$162 * TTS) + \$12,231$ |

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

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

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

| DECILE FUNDING – DECILE 1 OR 2 SCHOOL | | |
|---------------------------------------|----------------|-----------|
| U-GRADE | RATE EFFECTIVE | |
| | 2-May-17 | 26-Aug-19 |
| 1 and 2 | \$3,780 | \$4,375 |
| | \$4,290 | |
| 3 | \$4,653 | \$4,746 |
| 4 | \$5,016 | \$5,116 |
| 5 | \$5,380 | \$5,488 |
| 6 | \$5,597 | \$5,709 |
| 7 | \$5,597 | \$5,709 |
| 8 | \$6,034 | \$6,155 |
| 9 | \$6,034 | \$6,155 |
| 10 | \$6,325 | \$6,451 |
| 11 | \$6,325 | \$6,451 |
| 12 | \$6,543 | \$6,674 |
| 13 | \$6,543 | \$6,674 |
| 14 | \$6,543 | \$6,674 |

| DECILE FUNDING – DECILE 3 OR 4 SCHOOL | | |
|---------------------------------------|----------------|-----------|
| U-GRADE | RATE EFFECTIVE | |
| | 2-May-17 | 26-Aug-19 |
| 1 and 2 | \$1,890 | \$2,187 |
| | \$2,144 | |
| 3 | \$2,325 | \$2,372 |
| 4 | \$2,508 | \$2,559 |
| 5 | \$2,689 | \$2,743 |
| 6 | \$2,799 | \$2,855 |
| 7 | \$2,799 | \$2,855 |
| 8 | \$3,017 | \$3,078 |
| 9 | \$3,017 | \$3,078 |
| 10 | \$3,162 | \$3,225 |
| 11 | \$3,162 | \$3,225 |
| 12 | \$3,271 | \$3,336 |
| 13 | \$3,271 | \$3,336 |
| 14 | \$3,271 | \$3,336 |

5.2.5 Leadership in Literacy and Numeracy

- a) A principal covered by this Agreement is entitled to a base per annum payment and a further per annum payment (based on entitlement teachers only, as determined in the annual provisional staffing notice). The base per annum payment is \$2,320. The further per annum payment is as follows:
- i. U1 – U5 school - \$100 per entitlement teacher
 - ii. U6 school - \$80 per entitlement teacher
 - iii. U7 school and above - \$60 per entitlement teacher.
- These payments are in recognition of the work that principals do to lead, develop and implement programmes to increase literacy and numeracy and to implement the NZ Curriculum and/or Te Reo Māori i roto i Te Marautanga o Aotearoa. A principal who receives this payment shall not be entitled to receive a Leadership in Realising Youth Potential payment as provided for in the Secondary Principals' Collective Agreement. This payment is payable fortnightly.
- b) For clarity, 'entitlement teachers only' shall mean the school's total staffing entitlement minus one. It shall not include attached or additional staffing.

7.9 Parental Leave

Note: Principals are encouraged to contact the Employment Relations Service on 0800 20 90 20 for more information on parental leave.

7.9.1 The provisions of the Parental Leave and Employment Protection Act 1987 shall apply, except in the case of superior provisions listed below.

7.9.2 The Act provides entitlements to prospective parents, including those adopting a child under six years of age, who meet specific criteria, as set out in the Act. Those entitlements are:

- (a) Special leave (pregnancy-related) of up to 10 days;
- (b) Primary carer leave of up to 22 weeks;
- (c) Extended leave of up to 52 weeks;
- (d) Up to 22 weeks of parental leave payments;
- (e) Partner's leave of up to two weeks;

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

- (a) Principals intending to resign because of pregnancy or the birth of a child must be advised of their right to take parental leave;
- (b) Primary carer leave may commence at any time during the pregnancy, subject to the principal giving the employer one month's notice in writing supported by a medical certificate. A shorter period of notice will be accepted on the recommendation of a medical practitioner;
- (c) Any primary carer leave taken will not count against the extended leave entitlement;
- (d) A principal with less than 52 weeks' service shall be entitled to 26 weeks leave from the date of birth and may be granted up to 26 weeks additional leave at the discretion of the employer.

7.9.4 Parental Grant

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

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