

CLAUSE WORDING ANNEXE

Annexe 1: Remuneration

5.1 Unified Pay System

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

5.1.2 Mechanism

- (a) The Secretary for Education shall, within one month of ratification of any collective agreement (or relevant variation thereof) applicable to principals of secondary schools in the state and integrated school sector, notify the NZEI Te Riu Roa National Secretary of any changes to the roll-based, staffing-based, or decile payment components of principal's remuneration and offer such changes to principals covered by the PPCA.
- (b) The NZEI Te Riu Roa National Secretary shall, within one month of receipt of the offer described in clause 5.1.2(a), advise the Secretary 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 1 December 2022 to 1 December 2024. Thereafter this clause will cease to apply and shall have no effect.

5.2 Remuneration

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

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

School roll-based salary component

U-Grade	Roll size	Current rates (effective 20 August 2021)	Rates effective from 1 December 2022 (+\$4,000)	Rates after 12 months (+\$3%)

U1 & U2	1-100	\$98,031	\$102,031	\$105,092
U3	101-150	\$106,170	\$110,170	\$113,475
U4	151-300	\$114,489	\$118,489	\$122,044
U5	301-500	\$122,808	\$126,808	\$130,612
U6	501-675	\$127,564	\$131,564	\$135,511
U7	676-850	\$132,515	\$136,515	\$140,610
U8	851-1025	\$137,468	\$141,468	\$145,712
U9	1026-1200	\$140,835	\$144,835	\$149,180
U10	1201-1400	\$144,201	\$148,201	\$152,647
U11	1401-1600	\$149,114	\$153,114	\$157,707
U12	1601-1800	\$154,028	\$158,028	\$162,769
U13	1801-2000	\$158,621	\$162,621	\$167,500
U14	2001-2200	\$163,216	\$167,216	\$172,232
U15	2201-2400	\$167,237	\$171,237	\$176,374
U16	2401+	\$171,260	\$175,260	\$180,518

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

- a. Where a principal's remuneration is reduced either:
- i. In the translation from the previous decile-based payment to the Equity Index payment, or;
 - ii. Because the annual Equity Index review process results in their school falling below the Equity Index number of 478 that entitles them to an Equity Index payment;

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

Annexe 2: Secondments and sabbaticals

2.9 Secondments

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

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

(Note: In relation to a dispute about the interpretation, application or operation of this Agreement, the employer shall act, if the Secretary 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 and Training Act 2020.
- 1.4.6 "Principal" shall mean a primary teacher who has been fully certificated or provisionally certificated or certificated subject to confirmation by the Teaching Council of Aotearoa New Zealand (Teaching Council) and who has been appointed pursuant to clause 2.2 to the position of principal.
- 1.4.7 "Reorganised school" is the continuing school/s from the gazetted commencement date of reorganisation. This includes schools that have also decapitated or recapitated in addition to physically merging with another school or schools whether or not there is a change of class or designation.
- 1.4.8 "School reorganisation process" shall mean a process which is Ministry of Education | Te Tāhuhu o te Mātauranga initiated and/or approved by the Minister of Education (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 “Specialist school” shall mean a school classified as a special school under the Education and Training Act 2020.
- 1.4.10 ‘Secondment’ shall mean a period during which a Principal is on leave without pay from their Employer, in order to undertake fixed term employment with a Specified Education Sector Agency.
- 1.4.11 Specified Education Sector Agency means the Ministry of Education |Te Mahau, Te Tāhuhu o te Mātauranga, Education Review Office (ERO), New Zealand Qualifications Authority (NZQA), and New Zealand Council Education Research (NZCER).

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 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. The rate of the allowance is \$3,641.
 - (ii) Primary principals who meet the service and professional criteria for stage two will be entitled to an annual career allowance. The rate of the allowance is \$6,763.
 - (iii) Primary principals who meet the service and professional criteria for stage three will be entitled to an annual career allowance. The rate of the allowance is \$9,884.

Criteria	Beginning Principal	Developing Principal (acquiring/acquired)	Experienced Principal (applying)	Leading Principal (sharing)
Service	< 3 years	A minimum of 3 years' continuous service as a primary or area school principal, including any periods of secondment to a Specified Education Sector Agency.	A minimum of 6 years' continuous service as a primary or area school principal, including any periods of secondment to a Specified Education Sector Agency, and meets the requirements of a Developing Principal.	A minimum of 9 years' continuous service as a primary or area school principal, including any periods of secondment to a Specified Education Sector Agency, and meets the requirements of a Developing and Experienced Principal.
Key Components	<p>Meets the requirements of Part 4 of this Agreement.</p> <p>Student Outcomes: Assessment and evaluation data is used to maximise student learning for all students and trend data shows continuing growth in student learning.</p> <p>School Management: School policies are in place and are regularly reviewed. Resources are aligned to strategic goals.</p> <p>Community and Networks: 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"> • 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: <ul style="list-style-type: none"> • Leadership • Personal learning project in own school 	Contribution to or leadership of: <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> • Further tertiary study/ qualifications; or • Sabbatical project; or • Other relevant professional development 	Ongoing commitment to own personal growth demonstrated through, for example: <ul style="list-style-type: none"> • Participation in a Professional Learning Group of other leading principals; or • Further tertiary study/ qualifications; or • Sabbatical project; or • Other relevant professional development.

<p>Leadership development</p>	<p>Provides effective professional leadership within the school.</p>	<p>Demonstrated ability to fully discharge the duties and responsibilities of a principal, demonstrated through, for example:</p> <ul style="list-style-type: none"> • 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. 	<p>Demonstrated ability to adapt systems to school context, demonstrated through, for example:</p> <ul style="list-style-type: none"> • School development and activities reflect strategic direction and priorities. • School development focused on responsiveness to students' needs. <p>Demonstrated ability to improve teaching and learning with others</p> <p>Demonstrated development of leadership in others. Linked to analysis of self review and appraisal information.</p>	<p>Demonstrated ability to, for example:</p> <ul style="list-style-type: none"> • Develop leadership in others • Improve teaching and learning with and through others • Act as a coach/mentor to colleagues • Provide leadership across local networks. <p>Improvement and innovation are supported by cycles of inquiry at every level.</p>
<p>Rates effective 2 May 2016</p>	<p>NIL</p>	<p>\$3,570</p>	<p>\$6,630</p>	<p>\$9,690</p>
<p>Rates effective 2 May 2017</p>	<p>NIL</p>	<p>\$3,641</p>	<p>\$6,763</p>	<p>\$9,884</p>

- (g) For the purposes of this clause, continuous service is not broken by a gap in principalship of up to three years. Service as a principal in a New Zealand state or state-integrated school shall be included in the calculation of service under the service criteria. A special case may be made by a Board to the Ministry of Education | Te Tāhuhu o to Mātauranga to have other principal service included in the calculation of service provided that at the time of applying the principal has completed at least a year in a New Zealand state or state-integrated primary school.
- (h) Service will not be counted for periods of time spent:
- (i) on leave without pay, other than when on secondment to a Specified Education Sector Agency
 - (ii) on secondment;
 - other than as a principal in another school or to a Specified Education Sector Agency.
 - (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.

7.10 Refreshment Leave

7.10.1 Principals attested as meeting the principals' professional standards in this Agreement shall be entitled (subject to clause 7.10.2) to take unpaid refreshment leave of one school term after three years in the school or up to one school year after five years in the school. When a period of refreshment leave has been taken, a further period of qualifying service in the school, from the date of return from leave, is required before the principal may be considered for further refreshment leave.

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

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

- 7.10.3 Time off on refreshment leave will count as service for the purposes of long service and severance calculations. It will not count for the purposes of sick leave or holiday pay calculations or for entitlement to public holidays.
- 7.10.4 A principal taking refreshment leave shall not accept employment as a teacher or principal in another state or state-integrated NZ school. However, a principal may agree to undertake occasional day relief work.
- 7.10.5 Periods of secondment to a Specified Education Sector Agency will not count towards qualifying service under clause 7.10.1 for a period of refreshment leave.

7.12 Paid Sabbatical Leave

- 7.12.1 The purpose of sabbatical leave is to provide a 10 week paid period of leave during a principal's career, to engage in a balance of professional learning, reflection and rejuvenation. There are 105 paid sabbaticals available nationally each year, increasing to 145 from the start of the school year 2024.
- 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. Periods of secondment to a Specified Education Sector Agency do not count towards qualifying service.
- 7.12.3 In applying for a paid sabbatical, a principal will develop a proposal for sabbatical leave in consultation with their Board, identifying the purposes for which they would use the sabbatical and the likely benefits to the school or the sector more widely. Sabbatical leave could be used for a wide range of purposes such as research, study, reflection and school visits.
- 7.12.4 The scheme, which is open to all primary principals, will be transparent and use criteria developed by the Ministry | Te Tāhuhu o te Mātauranga, sector unions and NZSTA for the selection of recipients. It will operate according to a process similar to that for study leave in clause 7.9 with representation from sector union principals, NZSTA and the Ministry | Te Tāhuhu o te Mātauranga on the selection panel.
- 7.12.5 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.

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 section 604 of the Education and Training Act 2020.

9.1.2 Where the staffing requirements within the school have been reviewed by an employer (including as a consequence of amalgamation, merger, change of status, and/or closure), and a permanently appointed principal's position is disestablished, the principal in consultation with the Board may elect either:

- (a) Redeployment - The principal is redeployed, as a basic scale teacher with full salary protection, for 30 school weeks within the school or any other school requested by the principal with the approval of the original Board and of the Board of that other school. The redeployment process is outlined in clause 9.2; or
- (b) Retraining - Undertake a suitable course of retraining approved by the Ministry of Education | Te Tāhuhu o te Mātauranga for 30 school weeks which enables or upgrades the principal as a teacher or a principal. The retraining process is outlined in clause 9.3; or
- (c) Severance - Terminate the employment by giving three months' notice. In addition the Board shall pay the principal a lump sum payment equivalent to:
 - Three months' ordinary pay (basic taxable salary) where the principal has up to three years' service;
 - Four months' ordinary pay (basic taxable salary) where the principal has over three years' and up to five years' service;
 - Six months' ordinary pay (basic taxable salary) where the principal has five years' (and over) service.

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

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

9.2 The following redeployment procedures shall apply to a principal who is redeployed under clause 9.1.2 (a):

9.2.1 The employer shall assist the principal to find a suitable alternative position and will meet the reasonable costs of attending relevant interviews.

9.2.2 Where a principal is redeployed as a basic scale teacher under clause 9.1.2 (a) and a position at the same or lower level becomes vacant at the school at which the principal is redeployed (or with the principal's original Board where the principal has

been redeployed to a different school) the principal shall be offered the vacant position unless the position is either a Māori immersion teacher or special education teacher position requiring skills not possessed by the principal.

- 9.2.3 Where a principal declines placement under clause 9.2.2 at the same level or declines a reasonable offer of appointment at the same or higher level from another Board, that principal's employment shall be terminated without further compensation.
- 9.2.4 The principal shall receive pay protection for the full 30 school weeks if they remain at that school.
- 9.2.5 Where any teaching position above that of basic scale (but not the position of principal) becomes vacant at the school at which the principal has been redeployed during the redeployment period, that position must be advertised internally in the first instance.
- 9.2.6 There is no entitlement to appointment to the position of principal in the originating school or the school in which redeployment occurs should a vacancy occur during the period of redeployment.
- 9.2.7 A principal may, during their period of redeployment, subject to agreement between the principal and their employer, undertake a defined special project(s) of work.
- 9.2.8 At the end of the period of redeployment if a new position has not been secured the principal's employment shall be terminated. If the employment is likely to be terminated in these circumstances the Board shall advise the principal in writing of this not less than one month before the expiry of the period of redeployment.
- 9.2.9 If a transfer of location is involved, principals employed under clause 9.1.2 (a) may elect to be reimbursed removal expenses as per Appendix 2 in one or another but not both of the following circumstances:
- (a) Where the principal transfers to another school to continue employment pursuant to clause 9.1.2 (a); or
 - (b) Where the principal transfers to a school where they have been appointed to a new permanent position.
- 9.3 The following shall apply to a principal who is re-training under clause 9.1.2 (b):
- (a) There is no requirement on the employer to meet any costs and expenses of training, including course fees;
 - (b) At the end of the period of re-training if a permanent position has not been secured the principal's employment shall be terminated. If the employment is likely to be terminated in these circumstances the Board shall advise the principal in writing of this not less than one month before the expiry of the period of re-training.
- 9.4 Payment of severance or long service payment under clause 9.1.2 is subject to the following provisions:
- (a) Where a principal who has received a severance payment or long service payment commences permanent employment in a state or state-integrated school within a number of weeks which is less than the number of weeks of payment received under clause 9.1.2 the principal shall refund the difference between the number of weeks for which they were without employment and the number of weeks for which severance or long service payment was received. Repayment shall be for the proportion of time that they work and at the rate they earn, or the rate of payment that was received under clause 9.1.2., whichever is the lesser.

- (b) Payment under this provision is conditional on the employee finishing on an agreed date. Where the employee resigns their position or is appointed to another teaching position in a state or state-integrated school before the date of payment, no payment will be made.
- (c) Any employee receiving the severance payment or long service payment will be deemed to have been paid in full for service to that date for the purpose of calculating service for any future sick leave, severance, or long service payment entitlements. Provided that a principal who is subject to clause 9.4 (a) shall receive pro rata reinstatement of these entitlements.
- (d) For the purpose of these provisions ordinary pay is defined as basic taxable salary plus regular taxable allowances paid on a continuous basis as at the effective date that the surplus staffing takes effect. For employees on leave without pay, ordinary pay shall be the ordinary pay at the time of taking leave.

9.5 In the event of the status of the school changing to a kura kaupapa Māori or a school which will provide level 1, 2 or 3 Māori Immersion programmes, all of the provisions of this clause will apply to the principal if she/he is affected and required to transfer out.

9.6 For the purpose of this Part “service” is defined as the aggregate of all employment as a teacher in state or state-integrated schools and/or service as a trained and certificated teacher in the employment of a Free Kindergarten Association and any credit (to a maximum of 5 years’ credit) given for time spent on childcare pursuant to clause 5.5. of the Primary Teachers’ Collective Agreement.

9.7 In case of the principals whose positions have been disestablished in the event of a school reorganisation process the following surplus staffing options shall apply:

- (a) Redeployment - The principal is redeployed as a basic scale teacher for 40 school weeks at any other school requested by the principal with the approval of the Board of that other school. Salary protection at the principal’s previous salary (i.e. school roll and staffing based components only) shall apply for the period of redeployment. The redeployment process is outlined in clause 9.2 provided that upon termination of the supernumerary period, principals who complete their supernumerary employment of 40 school weeks and have yet to secure a permanent position in another state or state-integrated school, will retain an entitlement to removal expenses as per Appendix 2 of the PPCA for a period of 12 months from the cessation of their supernumerary employment. This entitlement will cease on permanent appointment to a position in a state school; or
- (b) Retraining - Undertake a suitable course of retraining approved by the Ministry of Education | Te Tāhuhu o te Mātauranga for 30 school weeks which enables or upgrades the principal as a teacher or a principal. The retraining process is outlined in clause 9.3; or
- (c) Severance - Terminate the employment by giving three months’ notice. In addition the Board shall pay the principal a lump sum payment equivalent to:
 - Three months’ ordinary pay (basic taxable salary) where the principal has up to three years’ service;
 - Four months’ ordinary pay (basic taxable salary) where the principal has over three years’ and up to five years’ service;
 - Six months’ ordinary pay (basic taxable salary) where the principal has five years’ (and over) service.

Provided that if the principal, following disestablishment of their position, commences permanent employment in a state or state-integrated school before the expiry of the period in respect of which the payment was made (i.e., three months, four months, or six

months), the principal shall refund the portion of the severance payment which represents the difference between the period in respect of which the payment was made and the number of weeks without employment.

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

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

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

10.2 Termination of Employment

10.2.1 Employment may be terminated at any time by the principal giving not less than two calendar months' notice unless a shorter period is mutually agreed. Except in cases of serious misconduct, where an employer dismisses a principal pursuant to Part 8 of this Agreement the employer shall give the principal two calendar months' notice.

10.2.2 The notice requirements in clause 10.2.1 do not apply where the Secretary gives concurrence to medical retirement.

10.2.3 The requirement to provide two months written notice continues to apply when a principal is seconded to an Employing Agency.

Annexe 3: Sick leave

7.3 Sick Leave

- a. Subject to the translation provisions in Appendix 6, from [date to be determined, ideally the start of a school year] a principal is entitled to sick leave on pay on account of sickness or injury based on the principal's aggregate employment as follows:

	Entitlement	Accumulated entitlement
Upon first appointment to as a teacher or principal (whichever is first) in a state or state integrated school	20 days	20 days
6 months aggregate employment	10 days	30 days
12 months aggregate employment	10 days	40 days
18 months aggregate employment	10 days	50 days
24 months aggregate employment	10 days	60 days
30 months aggregate employment	10 days	70 days
Each subsequent 12 months of completed aggregate employment	10 days	+10 days

- b. The amount of sick leave available shall be the principal's accumulated entitlement based on the principal's aggregate employment (as set out above), less the total amount of paid sick leave the principal has taken during their aggregate employment as a teacher or principal.
- c. For the purposes of sick leave, aggregate employment means:
- i. all full and part-time employment as a teacher or principal in any state or state-integrated school; plus
 - ii. any employment recognised under clause [7.3.1a] below; plus
 - iii. all short-term relief worked in any state or state-integrated school on the basis that every 190 days or 950 hours equals one year of employment.
- d. The amount of sick leave available to a principal returning to work covered by this collective agreement following a break in employment will be the balance that applied on their last day of employment plus any additional entitlement that may be credited under clause [7.3.1a] below. Any part-year employment completed prior to the break in service will be counted towards the timing of their next entitlement after return to service. Further entitlements will be granted when the principal reaches the next entitlement threshold as outlined in clause [7.3a] above.

7.3.1 Recognition of additional employment for sick leave purposes

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

- 1000 hours are recognised as the equivalent of one year of employment under this Agreement.
 - ii. Employment in the New Zealand Public Service and/or Armed Forces may be credited on such terms as the Secretary for Education may agree.
 - iii. Periods of secondment to a Specified Education Sector Agency on a full-time or part-time basis, where that consists of employment with the Agency for 20 hours or more per week. The Principal shall provide a certificate of service at the cessation of each secondment confirming their service while seconded and any sick leave that they took while seconded. Any sick leave taken during the secondment will be deducted from the principal's sick leave balance at the end of the secondment.
- b. Any sick leave entitlement credited under clause [7.3.1a] shall be reduced by the amount of sick leave taken during the applicable periods of employment.

7.3.2 Taking sick leave

- a. A principal who has sick leave entitlement available under clause [7.3a] can take sick leave on pay when they are absent because they are sick or injured or the principal's spouse, partner, or someone dependent on the principal for care is sick or injured.
- b. The employer may grant paid sick leave in advance from the principal's next annual entitlement i.e., up to 10 days, which will be deducted from their next entitlement.
- c. The employer may grant paid sick leave in advance from the principal's next annual entitlement i.e., up to 10 days, which will be deducted from their entitlement.
- d. Principals will have sick leave deducted from their entitlement set out in clause [7.3a] above as follows:
 - i. Sick leave is only deducted on days that the school is open for instruction, and on days which the principal would normally have worked.
 - ii. Sick leave will not be deducted for an absence that is less than two hours.

7.3.3 Medical Evidence

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

7.3.4 Principals temporarily working reduced hours on account of sickness

- a. The employer may allow, at its discretion, a principal who has been on sick leave to return to duty on a reduced hours basis if:
 - i. the principal's doctor recommends and provides a medical clearance for the return to work, and
 - ii. there would be no staffing or timetabling problems for the school.
- b. The daily hours the principal does not work each week will be aggregated and deducted as sick leave as a proportion of the total hours they would usually work in that week.
- c. Nothing in this clause shall be read as a limitation on the rights and obligations on employees and employers under Parts 6AA and 6AB of the Employment Relations Act 2000 (which deal with flexible working arrangements).

7.3.5 Absences due to an injury or accident covered by the Accident Compensation Corporation

- a. When a principal is absent on account of a work related injury by accident that is covered by the Accident Compensation Corporation, no sick leave will be deducted for the period of absence.
- b. Subject to section 71(4) of the Holidays Act 2003, when a principal is absent on account of a non-work related injury by accident covered by the Accident Compensation Corporation, the sick leave is deducted to make up the principal's normal remuneration (provided the principal has a sick leave entitlement available) i.e. the payment of earnings related compensation plus the principal's sick leave (where leave is available) will equal the principal's normal remuneration.

7.4 Disregarded sick leave

- 7.4.1 Disregarded sick leave not exceeding an overall aggregate of two years shall be granted by the Secretary where in the opinion of the Secretary one of the following conditions has been met:
 - i. The sickness can be traced directly to the conditions or circumstances under which the principal is working; or
 - ii. The injury occurred in the discharge of the principal's duties through no fault of the principal and where no payment has been made by the Accident Compensation Corporation; or
 - iii. The principal has contracted a notifiable disease listed in Part 1 of Schedule 1 of the Health Act 1956, and the principal is either:
 - a. complying with a written request or direction from a Medical Officer of Health under the Health Act 1956 to refrain from attending school for a specified period, or
 - b. is otherwise required by a relevant Public Health Order to refrain from attending school for a specified period.
 - iv. The principal has contracted hepatitis or tuberculosis, where the period of disregarded sick leave is the time that the principal's treating registered medical practitioner decides is necessary for the principal to remain away from school; or

v. The absence was due to war injury or service.

7.4.2 Where sick leave has been deducted for any period granted as disregarded sick leave under clause 7.4.1 above, the sick leave will be reinstated.

7.4.3 Disregarded sick leave is additional to any period of absence on account of sickness or injury to which the principal is entitled with full salary in accordance with the scale set out in clause 7.3 above.

7.4.4 Fixed term or relieving principals shall only be granted disregarded sick leave, as provided for in clause 7.4.1 above, where they have been in continuous employment before the date of application.

Annexe 4: Parental Leave

7.8 Parental Leave

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

- 7.8.1 The provisions of the Parental Leave and Employment Protection Act 1987 shall apply, except in the case of superior provisions listed below.
- 7.8.2 The Act provides entitlements to prospective parents, including those adopting a child under six years of age, who meet specific criteria, as set out in the Act. Those entitlements are:
- (a) Special leave (pregnancy-related) of up to 10 days;
 - (b) Primary carer leave of up to 26 weeks;
 - (c) Extended leave of up to 52 weeks;
 - (d) Up to 26 weeks of parental leave payments;
 - (e) Partner's leave of up to two weeks;
- 7.8.3 In addition to a principal's rights under this Act, the following shall apply:
- (a) Principals intending to resign because of pregnancy or the birth of a child must be advised of their right to take parental leave;
 - (b) Primary carer leave may commence at any time during the pregnancy, subject to the principal giving the employer one month's notice in writing supported by a medical certificate. A shorter period of notice will be accepted on the recommendation of a medical practitioner;
 - (c) Any primary carer leave taken will not count against the extended leave entitlement;
 - (d) A principal with less than 52 weeks' service shall be entitled to 26 weeks leave from the date of birth and may be granted up to 26 weeks additional leave at the discretion of the employer.
 - (e) If a principal is granted parental leave, or leave equivalent to parental leave while seconded to a Specified Education Sector Agency, the following provisions will apply:
 - i. The principal must give the same notice(s) which would otherwise apply under the Act to the employer, in addition to the Specified Education Sector Agency they are seconded to
 - ii. Provided the principal has met the notice requirements above, the employer will grant the principal sufficient leave that they are able to take up to 52 weeks unpaid leave from the date of birth, or in the case of adoption, whangai or Home for Life placement of a child under the age of six years from the date the principal becomes the primary carer.

Annexe 5:

7.9 Study Leave

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

Annexe 6: Translation for sick leave

Appendix 6: Sick Leave Translation

Translation from a principal's current table-based entitlement to the proposed allocation shall occur on **agreed date, preferably from the start of a school year**. Translation will be based on the years of service accrued under the principal's current table-based entitlement and the corresponding allocation for the accrued years of service, less sick leave taken, but no principal shall be allocated a sick leave balance of less than 10 days.

Examples of translation:

- A principal with 2 years of accrued service under Table A will have an accumulated entitlement of 36 days; under Table B will have an accumulated entitlement of 46 days – this principal will translate with 60 days accumulated entitlement; their sick leave balance will be the accumulated entitlement less the number of sick leave days taken during their accrued service (aggregate employment).
- A principal with 5 years of accrued service under Table A will have an accumulated entitlement of 70 days; under Table B will have an accumulated entitlement of 92 days – this principal will translate with 90 days accumulated entitlement; their sick leave balance will be the accumulated entitlement less the number of sick leave days taken during their accrued service (aggregate employment). Where a teacher has taken 90 days or more under Table B, they will be allocated 10 days sick leave (as this is the minimum balance principals are allocated on translation), and they will receive a further 10 days on completion of a further 6 months aggregate employment.

Illustration of sick leave entitlements under Table A, Table B, and the new entitlements

Table A				Table B			Proposed allocation		
Accrued Years of Service	Annual entitlement	Additional entitlement	Accumulated entitlement	Accrued Years of Service	Entitlement	Accumulated Entitlement	Years of Service (Aggregate Employment)	Entitlement	Accumulated entitlement
On appointment		7	7	On appointment	7	7	On appointment	20	20
0.5	5	14	26	0.5	24	31	0.5	10	30
1		5	31	1	15	46	1	10	40
1.5	5		36	1.5		46	1.5	10	50
2			36	2		46	2	10	60
2.5	5		41	2.5		46	2.5	10	70

Table A				Table B			Proposed allocation		
Accrued Years of Service	Annual entitlement	Additional entitlement	Accumulated entitlement	Accrued Years of Service	Entitlement	Accumulated Entitlement	Years of Service (Aggregate Employment)	Entitlement	Accumulated entitlement
3			41	3		46	3		70
3.5	5		46	3.5		46	3.5	10	80
4			46	4		46	4		80
4.5	5		51	4.5		46	4.5	10	90
5		19	70	5	46	92	5		90
5.5	5		75	5.5		92	5.5	10	100
6			75	6		92	6		100
6.5	5		80	6.5		92	6.5	10	110
7			80	7		92	7		110
7.5	5		85	7.5		92	7.5	10	120
8			85	8		92	8		120
8.5	5		90	8.5		92	8.5	10	130
9			90	9		92	9		130
9.5	5		95	9.5		92	9.5	10	140
10		14	109	10	62	154	10		140
10.5	5		114	10.5		154	10.5	10	150
11			114	11		154	11		150
11.5	5		119	11.5		154	11.5	10	160
12			119	12		154	12		160
12.5	5		124	12.5		154	12.5	10	170
13			124	13		154	13		170
13.5	5		129	13.5		154	13.5	10	180
14			129	14		154	14		180
14.5	5		134	14.5		154	14.5	10	190
15			134	15		154	15		190
15.5	5		139	15.5		154	15.5	10	200
16			139	16		154	16		200
16.5	5		144	16.5		154	16.5	10	210
17			144	17		154	17		210
17.5	5		149	17.5		154	17.5	10	220

Table A				Table B			Proposed allocation		
Accrued Years of Service	Annual entitlement	Additional entitlement	Accumulated entitlement	Accrued Years of Service	Entitlement	Accumulated Entitlement	Years of Service (Aggregate Employment)	Entitlement	Accumulated entitlement
18			149	18		154	18		220
18.5	5		154	18.5		154	18.5	10	230
19			154	19		154	19		230
19.5	5		159	19.5		154	19.5	10	240
20		25	184	20	75	229	20		240
20.5	5		189	20.5		229	20.5	10	250
21			189	21		229	21		250
21.5	5		194	21.5		229	21.5	10	260
22			194	22		229	22		260
22.5	5		199	22.5		229	22.5	10	270
23			199	23		229	23		270
23.5	5		204	23.5		229	23.5	10	280
24			204	24		229	24		280
24.5	5		209	24.5		229	24.5	10	290
25			209	25		229	25		290
25.5	5		214	25.5		229	25.5	10	300
26			214	26		229	26		300
26.5	5		219	26.5		229	26.5	10	310
27			219	27		229	27		310
27.5	5		224	27.5		229	27.5	10	320
28			224	28		229	28		320
28.5	5		229	28.5		229	28.5	10	330
29			229	29		229	29		330
29.5	5		234	29.5		229	29.5	10	340
30		22	256	30	77	306	30		340

Annexe 7: Additional Payments

1.7 Partnership with NZEI

- 1.7.1 The parties to this Collective Agreement recognise the value in their ongoing and productive relationship, including their joint efforts to build an environment in which the teaching profession is highly regarded, sustainable, and is fit for now and the future of learning. Collective bargaining is a key part of those joint efforts.
- 1.7.2 In recognition of the benefits arising out of the parties' relationship, including NZEI's role in negotiating terms and conditions for primary principals, and the contribution of NZEI and its members to the ongoing COVID-19 pandemic response, each full-time employee who is a member of NZEI as at 3 March 2023 and is bound by this agreement will be paid a one-off gross payment of \$750.
- 1.7.3 The payment will be pro-rated for part-time principals based on their full-time teacher equivalent (FTTE) as at 3 March 2023.
- 1.7.4 The minimum payment for any principal, regardless of FTTE, will be \$75, and no principal shall receive more than gross \$750 in total.
- 1.7.5 Employees who are members of NZEI Te Riu Roa as at 3 March 2023 and are bound by this agreement and on that day were on approved leave under Part 7 of this agreement, are entitled to receive the one-off gross payment of \$750 on the return to their position providing that they return on or before the end of Term 2, 2023 or on or before the end of Term 4, 2023 for those on parental leave.

1.8 Lump Sum

- 1.8.1 Each full-time employee who is employed as at 1 December 2023 will be paid a one-off gross payment of \$500.
- 1.8.2 The payment will be pro-rated for part-time principals based on their full-time teacher equivalent (FTTE) as at 1 December 2023.
- 1.8.3 The minimum payment for any principal, regardless of FTTE, will be \$50, and no principal shall receive more than gross \$500 in total.

1.8.4 Employees who were on approved leave under Part 7 of this agreement on 1 December 2023, are entitled to receive the payment on the return to their position providing that they return on or before the end of Term 2, 2024 or on or before the end of Term 4, 2024 for those on parental leave.

Note: Clauses 1.7, 1.8 and associated guidance will be removed in subsequent collective agreements.

Annexe 8: Partnership with unions – lump sum guidance

Employment Category	Union Member-only Lump Sum Entitlement (March 2023)	All Teacher's Lump Sum Entitlement (December 2023)
Full-time principals	Principals who are a union member as at 3 March 2023 and currently employed as a principal on that date, will receive the one-off gross payment of \$750.	Principals currently employed as at 1 December 2023, will receive the one-off gross payment of \$500.
Part-time principals	The payment will be pro-rated for part-time teachers based on their full-time teacher equivalent (FTTE) as at 3 March 2023. Minimum payment of \$75.	The payment will be pro-rated for part-time teachers based on their full-time teacher equivalent (FTTE) as at 1 December 2023. Minimum payment of \$50.

Scenarios	Union Member-only Lump Sum Entitlement (March 2023)	All Principals' Lump Sum Entitlement (December 2023)
Paid Leave	Employees who are a union member and on approved paid leave as at 3 March 2023, will receive the one-off gross payment of \$750 on their return to their position providing that they return on or before the end of Term 2, 2023.	Employees who are on approved paid leave as at 1 December 2023, will receive the one-off gross payment of \$500 on their return to their position providing that they return on or before the end of Term 2, 2024.
Parental Leave	Employees who are a union member and on parental leave as at 3 March 2023, will receive the one-off gross payment of \$750 on their return to their position providing that they return on or before the end of Term 4, 2023.	Employees who are on parental leave as at 1 December 2023, will receive the one-off gross payment of \$500 on their return to their position providing that they return on or before the end of Term 4, 2024.
Retired/resigned from role	A principal who resigned or retired from their position after 3 March 2023 but who was a union member and employed on the 3 March 2023 will receive the one-off gross payment of \$750.	A principal who resigned or retired from their position after 1 December 2023, but who was employed on 1 December 2023 will receive the one-off gross payment of \$500.
Unpaid leave (other than parental leave)	Employees who are a union member and on approved unpaid leave as at 3 March 2023, will receive the one-off gross payment of \$750 on their return to their position providing that they return on or before the end of Term 2, 2023.	Employees who are on approved unpaid leave as at 1 December 2023, will receive the one-off gross payment of \$500 on their return to their position providing that they return on or before the end of Term 2, 2024.

Annexe 9: Technical amendments

No.	Reference/heading	Clause number	Current reference	Updated reference
1	Parties to the agreement	1.1 and throughout	State Services Commissioner	Public Service Commissioner
2	1.1	1.1 and throughout	Section 23 of the State Sector Act 1988	Clause 6 of Schedule 3 of the Public Service Act 2020
3	Parties to the agreement	1.1	Section 74(5) of the State Sector Act 1988	Section 586 (5) of the Education and Training Act 2020
4	Throughout the document	Throughout the document	Board of Trustees	School Board
5	Definitions	1.4.9	Special school	Specialist school
6	Declaration Pursuant to the State Sector Act	1.5	75 of the State Sector Act	Section 595 of the Education and Training Act 2022
7	Variations Clause	1.6	Section 74 of the State Sector Act	Section 586 of the Education and Training Act 2020
8	Variations Clause	1.6	Section 74(6) of the State Sector Act 1988	Section 586(6) of the Education and Training Act 2020
9	Good Employer/Equal Employment Opportunities	2.1	Part 7A of the State Sector Act	Section 597-607 of the Education and Training Act 2020
10	Advertising Positions	2.2.1	77HB of the State Sector Act	Section 603 of the Education and Training Act 2022
11	Appointment Criteria	2.2.3	Section 77G of the State Sector Act 1988	Section 603 of the Education and Training Act 2020
12	Personal Files	2.5.2	Privacy Act 1993	Privacy Act 2020
14	Education Act 1989 and 1964	1.4.3 and Throughout the document	Throughout the document	Education and Training Act 2020
15	Study Leave	7.10.2	Section 77A of the State Sector Act 1988	Sections 597 and 600 of the Education and Training Act 2020
18	References to "Ministry of Education"	Throughout the document	"Ministry of Education"	Ministry of Education Te Tāhuhu o te Mātauranga
19	References to "his/hers" "him/her" he/she"	Throughout the document	"his/hers", "him/her", he/she	Replace with "they" "them" "their" where appropriate