

# PRIMARY PRINCIPALS' COLLECTIVE AGREEMENT

29 November 2010 – 15 August 2012

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

### **1.1 Parties and Coverage**

- 1.1.1 This agreement is entered into by:
- (a) The Secretary for Education acting under delegation from the State Services Commissioner made pursuant to section 23 and acting in accordance with section 74(5) of the State Sector Act 1988 (as amended by the Employment Relations Act 2000); and
  - (b) The New Zealand Educational Institute Te Riu Roa (NZEI).
- 1.1.2 This agreement is binding on:
- (a) Each principal who comes within the coverage set out in 1.1.3 and who is or who becomes a member of NZEI; and
  - (b) Every employer as defined in 1.4.4 below.
- 1.1.3 This agreement covers work undertaken in state and integrated schools by principals in:
- (a) Primary schools (including normal schools, model schools and intermediate schools);
  - (b) Composite schools other than area schools;
  - (c) Special schools;
- 1.1.4 Untrained or Unregistered Teachers

Nothing in this Agreement shall apply to untrained or unregistered teachers

### **1.2 Name of Agreement**

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

### **1.3 Term of Agreement**

- 1.3.1 This Agreement shall come into force on the 29<sup>th</sup> day of November 2010 and shall expire on the 15<sup>th</sup> day of August 2012, except as provided for under s 53 Employment Relations Act 2000.

### **1.4 Definitions**

The following definitions apply unless the Agreement otherwise specifies:

- 1.4.1 "Area school" shall have the meaning ascribed in the Education (school staffing) Order for the time being in force.
- 1.4.2 "Composite school" shall mean a school classified as a composite school under the Education Act 1989.
- 1.4.3 "Correspondence school" shall mean a school classified as a Correspondence School under the Education Act 1989.
- 1.4.4 "Employer" shall mean a Board of Trustees constituted pursuant to the Education Acts 1964 and 1989 (or where a Commissioner has been appointed under Part 9 of the Education Act 1989 to act in place of the Board of Trustees, that Commissioner) of a state or integrated school that employs employees falling within the coverage as set out in 1.1.3.

(Note: In relation to a dispute about the interpretation, application or operation of this collective 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.)

- 1.4.5 "Institute" or "union" shall mean the New Zealand Educational Institute Te Riu Roa.
- 1.4.6 "Primary school" shall mean a school classified as a primary school or an intermediate school under the Education Act 1989.
- 1.4.7 "Principal" shall mean a primary teacher who has been fully registered or provisionally registered or registered subject to confirmation by the New Zealand Teachers Council and who has been appointed pursuant to clause 2.2 to the position of principal.
- 1.4.8 "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 other another school or schools whether or not there is a change of class or designation.
- 1.4.9 "School reorganisation process" shall mean a process which is Ministry initiated and/or approved by the 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.
- 1.4.10 "Special school" shall mean a school classified as a special school under the Education Act 1964.

## **1.5 Declaration Pursuant to Act**

Pursuant to section 75 of the State Sector Act 1988 the Secretary for Education acting pursuant to the delegated authority of the State Services Commissioner has declared that all of the conditions contained in this Agreement are actual conditions of employment provided that the Secretary for Education may from time to time give approval to the salary rates or allowances being treated as minimum rates where there is agreement to this between the employer and the principal.

## **1.6 Variations Clause**

The parties agree that the terms and conditions contained in this Agreement may be varied at any time by written agreement between NZEI and the Secretary for Education, acting under delegation from the State Services Commissioner made pursuant to section 23 of the State Sector Act 1988 in accordance with section 74 of the State Sector Act 1988. Any such variation agreed shall be binding on employees and employers of those employees covered by this Agreement in accordance with s 74(6) of the State Sector Act 1988 (as amended by the Employment Relations Act 2000).

## **Part 2: General Provisions**

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

Attention is drawn to the State Sector Act 1988 Part VIIA which outlines the responsibilities of the employer with regard to the operation of a personnel policy that complies with the principles of being a good employer and the equal employment opportunity responsibilities of the employer.

### **2.2 Appointments**

#### **2.2.1 Advertising Positions**

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

#### **2.2.2 Permanent Positions**

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

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

- (a) Attention is drawn to the State Sector Act 1988 insofar as it provides that the person best suited to the position shall be appointed. In applying that provision the employer will have regard to the experience, qualifications and abilities relevant to the position and such other relevant matters as it determines.
- (b) Employers are required to make available to all applicants on request details of the duties to be carried out and the criteria for that appointment.
- (c) Equal employment opportunities principles shall be applied and demonstrated in appointments procedures. The intent of these principles is to provide equal access and consideration and equal encouragement in areas of recruitment, selection, promotion and career development. These principles are to be applied to enable people to pursue their careers without their chances being reduced by factors which are irrelevant to the requirements of the position under consideration.

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

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

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

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

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

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

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

## **2.4 Hepatitis B Immunisation**

2.4.1 The parties agree in principle that responsibility for pre-exposure immunisation of principals rests with employers who should accept responsibility for safety in the workplace, advised as necessary by the Ministry of Health or Department of Labour.

2.4.2 In situations where principals may be at significantly increased risk of acquiring hepatitis B because of the nature of their job, the situation shall be assessed on an individual basis to decide if immunisation would be appropriate. The parties do not envisage that immunisation programmes would be set up to cover all principals covered by this agreement. Only those working in an area with a high incidence of hepatitis B may receive immunisation.

2.4.3 In all situations where a risk of being infected by the hepatitis B virus exists, it shall be the duty of employers to require safe working practices on the part of the principal and to ensure appropriate hygiene measures to reduce such risk to a minimum, whether or not immunisation is considered advisable.

## **2.5 Personal Files**

2.5.1 The employer shall ensure that personal files are held in a secure place and access is confined to authorised personnel and the principal concerned.

2.5.2 Attention is drawn to the Privacy Act 1993 which outlines responsibilities for the collection, storage and availability of personal information.

## **2.6 Access**

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

## **2.7 Union Deductions**

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

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

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

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

### **3.1 Hours of Work**

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

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

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

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

3.1.3 An employer may, during any period when the school is officially closed for instruction, require a principal to:

- (a) undertake duties or responsibilities required during that period for the proper management of the school; or
- (b) attend at the school or elsewhere for other purposes connected to that principal's employment.

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

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

3.1.5 Principals will take their annual leave outside the gazetted term dates.



## **Part 4: Performance Review**

### **4.1 Performance Review**

4.1.1 Employers will review the performance of principals in carrying out the duties and responsibilities of their positions.

4.1.2 The employer shall prepare an annual performance agreement with each principal that details:

- (a) the objectives of the principal's position including the relevant professional standards for that year; and
- (b) the process and criteria by which the principal's performance is to be assessed for that year.

Note: the professional standards applying in this agreement may only be varied during the term of this agreement according to the process set out in the Terms of Settlement.

4.1.3 Every endeavour shall be made by the employer and the principal to arrive at a performance agreement that is acceptable to both of them. Where this has not been able to be achieved the views of the employer shall prevail. The principal may, however, in these circumstances attach such comments to the performance agreement as the employer considers appropriate.

4.1.4 The principal will co-operate with the employer during all stages of the performance review process and will provide the employer with such information as the employer may properly require to carry out any review of the principal's performance.

## **Part 5: Remuneration**

### **5.1 Unified Pay System**

5.1.1 The purpose of this clause is to maintain a Unified Pay System applicable to all principals in the state and state integrated compulsory education sector.

5.1.2 The intention of this clause is to enable changes to the rates in the school roll based salary component and staffing based salary component and school decile component and payments made across the board; together with the attached conditions, in any collective agreement applicable to other principals in the state and state integrated school sector to apply to principals in the state and state integrated primary school sector.

#### **Mechanism**

5.1.3 The Secretary for Education shall, within one month of ratification of any collective agreement (or variation thereof) applicable to other principals in the state and state integrated school sector:

(a) notify the NZEI Te Riu Roa National Secretary of any new or changed school roll based salary component and staffing based salary component and school decile component and payments across the board (but excluding payments made to individual principals who meet specific criteria, such as allowances) in the other collective agreement;

(b) consult the National Secretary of NZEI Te Riu Roa regarding the applicable terms and conditions that the Secretary for Education should include in the offer referred to in (c) below, including terms and conditions reflective of the agreement of the parties that the Secretary for Education is not obliged to offer terms and conditions that would result in primary principals, during the term of this agreement, receiving a remuneration advantage over principals covered by the other collective agreement referred to in (a) above; and

(c) offer by way of a variation to this collective agreement:  
(i) any such changes to the school roll based salary component and staffing based salary component and school decile component; that are in excess of rates/values in this agreement;  
(ii) any across the board payments;  
(iii) any terms and conditions made in accordance with (b) above.

5.1.4 The National Secretary of NZEI Te Riu Roa shall, within one month of receipt of the offer described in clause 5.1.3, 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.

5.1.5 The employees and Boards of Trustees will be notified of any changes in the PPCA made pursuant to clause 5.13.

5.1.6 This clause shall apply from date of settlement to 15 August 2012 Thereafter this clause will cease to apply and shall have no effect.

5.1.7 For clarity, reference to principal in this clause shall bear its ordinary meaning and not as defined in Part 1 of this agreement.

### **5.2 Remuneration**

5.2.1 A principal's salary shall comprise the school roll-based salary (U-grade) specified in clause 5.2.2 and the staffing based salary (supplementary) specified in clause 5.2.3, the decile payment (where applicable), the payment for Leading Literacy and Numeracy, and the Individual Payment for Experience in Role (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 effective 1 July 2009	Rates effective 1 December 2010
1	1-50	\$76,288	\$78,386
2	51-100	\$82,260	\$84,722
3	101-150	\$89,090	\$91,540
4	151-300	\$96,071	\$98,713
5	301-500	\$103,052	\$105,886
6	501-675	\$107,042	\$109,986
7	676-850	\$111,196	\$114,254
8	851-1025	\$115,353	\$118,525
9	1026-1200	\$118,178	\$121,428
10	1201-1400	\$121,003	\$124,331
11	1401-1600	\$125,125	\$128,566
12	1601-1800	\$129,248	\$132,802
13	1801-2000	\$133,103	\$136,763
14	2001-2200	\$136,959	\$140,725
15	2201-2400	\$140,334	\$144,193
16	2401+	\$143,708	\$147,660

- 5.2.3 Staffing based salary component

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

Total teacher staff (TTS)	Effective date 1 July 2009	Rates effective 1 December 2010
≤ 13	$(\$690 * TTS) + \$2,686$	$(\$709 * TTS) + \$2,760$
> 13	$(\$136 * TTS) + \$10,263$	$(\$140 * TTS) + \$10,545$

The staffing funding 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 of Trustees 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 provisional staffing roll determined annually.

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

Decile Funding – Decile 1 or 2 School	
U-Grade	Rates
1	\$3,633
2	\$4,123
3	\$4,472
4	\$4,821
5	\$5,171
6	\$5,380
7	\$5,380
8	\$5,800
9	\$5,800
10	\$6,079

11	\$6,079
12	\$6,289
13	\$6,289
14	\$6,289

<b>Decile Funding – Decile 3 or 4 School</b>	
U-Grade	Rates
1	\$1,817
2	\$2,061
3	\$2,235
4	\$2,411
5	\$2,585
6	\$2,690
7	\$2,690
8	\$2,900
9	\$2,900
10	\$3,039
11	\$3,039
12	\$3,144
13	\$3,144
14	\$3,144

#### 5.2.5 Experience Payment

Allowance for experience and performance in the role

- (a) A principal shall be entitled to an allowance of \$3,000 per annum subject to meeting the following criteria;
  - (i) Completion of three years current continuous service as a principal in a primary state or primary state integrated school; and
  - (ii) attested to and recently met the principals' professional standards.
- (b) A principal who is undergoing a competency procedure shall not receive the allowance from the commencement of the procedure until such time as the competency procedure has ended at which time the allowance recommences.
- (c) Leave without pay, including secondments, does not break service and nor does it count as service for this payment.
- (d) Time spent in a relieving principal role counts as service for the purpose of the allowance.
- (e) Acting as a principal does not count as service
- (f) A principal who has been made surplus and accepts a supernumerary role as a teacher does not have this time counted as service
- (g) Where the principal has accepted secondment to a position which is not as principal in a school, that period of time shall not count as service for the purpose of the allowance, nor shall it break service.
- (h) The reference to service in this clause is not intended to redefine service within the collective agreement.

#### 5.2.6 Leadership in Literacy and Numeracy

- (a) A principal of a U2 school or above covered by this Collective Agreement shall be entitled to a per annum payment of \$2,000 and a further per annum payment (based on entitlement teachers only, as determined in the annual provisional staffing notice) as follows:
  - U2 – U5 school - \$100 per entitlement teacher
  - U6 school - \$80 per entitlement teacher
  - U 7 school and above - \$60 per entitlement teacher
 Effective from 13 July 2011, a principal of a U1 school shall be entitled to a per annum payment (based on entitlement teachers only, as determined in

the annual provisional staffing notice) of \$2,000, and \$100 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 Maori i roto i Te Marautanga o Aotearoa. A principal who receives this payment shall not be entitled to receive a Leadership in Realising Youth Potential payment as provided for in the Secondary Principals' Collective Agreement. This payment is payable fortnightly.

- (b) For clarity, 'entitlement teachers only' shall mean the school's total staffing entitlement minus one. It shall not include attached or additional staffing.

### **5.3 Definition of Roll**

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

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

Except that:

- Students at McKenzie and Westbridge residential schools will count as six instead of one;
- Students at Salisbury and Halswell (formerly known as Hogben) residential schools who are not included in the Ongoing Resourcing Scheme will count as three instead of one;
- Students at Van Asch and Kelston residential schools who are not included in the Ongoing Resourcing Scheme will count as one.

### **5.4 Salary Protection**

Grading Changes

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

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

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

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

- 5.4.5 (i) In the event of a change in the school's decile rating the change in salary will be effective from the beginning of the school year following the announcement of the decile change;
- (ii) Where the change to the decile would reduce the salary of the principal, the existing decile funding component of the salary, as covered in clause 5.2.4 will be protected for a period of 24 months from the beginning of the school year following the announcement of the decile change.

## **5.5 Payment of Salaries**

### **5.5.1 Basis of Calculation**

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

### **5.5.2 Method of Payment**

Salaries shall be paid fortnightly by direct credit to the principal's nominated bank account however individual principals may on religious or ethical grounds apply in writing to the Secretary for Education to be paid by cheque.

### **5.5.3 Holiday Pay**

Holiday pay at the rate of 30 per cent of salary shall be based on the school year and shall not be payable beyond 27 January. For holiday pay purposes, teaching service shall comprise all paid service including weekends and statutory holidays, but not school vacations.

## **5.6 Retirement Savings**

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

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

5.6.3 A principal is not eligible to receive employer or government contributions to a KiwiSaver scheme where government or employer contributions are made to another retirement or superannuation scheme of which that principal is a member.

Note: For information on this and other retirement savings schemes go to [www.minedu.govt.nz](http://www.minedu.govt.nz).

## **Part 6: Allowances**

### **6.1 Reimbursing Allowances**

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

#### 6.1.2 Travelling Allowance

A principal, other than a Correspondence School principal, required to travel within New Zealand on official business for an absence of more than one day, including attendance at approved staff development courses, educational and sports tours shall be paid a travelling allowance as follows:

- (i) Accommodation/meals - reimbursement of costs on an actual and reasonable basis;
- (ii) A daily incidentals allowance of \$7.36.

#### 6.1.3 School Camp Allowance

A daily allowance of \$19.97 is payable to principals, other than Correspondence School principals, in charge of a class or classes attending a school camp. From 28 January 2011 this allowance increases to \$25.00.

#### 6.1.4 Tea Allowance

A tea allowance of \$54.64 per annum is payable to principals who do not receive free morning and afternoon tea.

#### 6.1.5 Evening Meal Allowance

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

#### 6.1.6 Expenses Incurred in Use of Private Vehicles

Motor vehicle allowance at a rate of 58c per km for a car and 18c per km for a motor cycle or equivalent public transport fares shall be reimbursed to principals required to use their own vehicles for official business.

#### 6.1.7 Miscellaneous Expenses

On the production of receipts, the employer shall reimburse actual and reasonable expenses which have been incurred in the proper performance of the principal's responsibilities and duties under this contract. Provided that the principal had the prior approval of the employer to both the duties which resulted in the expenses being incurred, and the level of those expenses.

### **6.2 Other Allowances**

#### 6.2.1 Normal School Allowance

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

#### 6.2.2 Bus Controller's Allowance

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

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

### 6.2.3 Associate Teacher Allowance

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

- (a) The following definitions shall apply:
  - (i) "trainee" means a teacher trainee, or teacher on a course of retraining, at a college of education or provider approved and accredited under the provisions of the Education Act 1989 or a teacher undertaking a full-time course of specialised training
  - (ii) "associate teacher" means a principal employed by a Board of Trustees, approved by a college of education or other teacher training provider approved and accredited under the provisions of the Education Act 1989, to assist in the practical training of trainees under conditions defined by the provider;
- (b) For each trainee week, namely each week each trainee is posted to an associate teacher's classroom for at least four teaching days, the associate teacher shall be paid at the rate specified above.
- (c) Principals who are not associate teachers but are required to have trainees in the classroom for up to eight student weeks in any one year shall, except when the time spent in the one classroom by one or more trainees is less than four teaching days a week, be entitled to payment in accordance with the rate specified above.
- (d) Where the approved teacher training provider approves the posting of trainees for a period of less than four teaching days a week, then payment shall be made in accordance with the rate specified above on the basis of the aggregation of those periods;
- (e) The associate teacher allowance is payable to principals who are not necessarily involved in classroom related duties but who otherwise satisfy the provisions of this clause;
- (f) The associate teacher allowance shall be payable at a daily rate for a trainee once four days have been completed with that trainee pro rated on the rate specified above. The first four days will also qualify for payment;
- (g) The associate teacher allowance shall not be payable to a principal receiving the normal school allowance.

### 6.2.4 Staffing Incentive Allowance

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

### 6.2.5 Māori Immersion Teaching Allowance

All full time principals teaching in Māori immersion classes at levels one, two or three as defined in Schedule 1 to this Agreement shall receive additional salary at a rate equivalent to that of a unit as per the Primary Teachers' Collective Agreement.

### 6.2.6 Compassionate Grant

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

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

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



### 6.2.7 Grandparented Service Increment

- (a) A permanent employee on 1 July 1992 who received a service increment shall maintain that entitlement while the employee remains in a position covered by this contract, of \$1,641 per annum.
- (b) Teachers from area or secondary schools who were in receipt of a service increment under their appropriate contract as at 10 September 1992 who then transfer to the primary service shall receive the primary service increment of \$1,641 per annum.
- (c) A short break in service (being less than six months) for any teacher in receipt of the service increment will not affect eligibility for the service increment.
- (d) Approved paid leave and unpaid leave, parental leave, and leave for childcare purposes of less than five years will not affect eligibility for the service increment.
- (e) Teachers who move from employment with one Board to another Board will continue their entitlement to the service increment unless there is a break in service of six months or more (other than a period of leave described in clause 6.2.7(d)).

### 6.2.8 Special School Principals' Allowance

- (i) A principal in one of the Special Residential schools listed below shall receive additional salary of \$3000 per annum for as long as that school retains its residential function.

Halswell  
BLENNZ  
McKenzie  
van Asch  
Salisbury  
Kelston  
Westbridge

- (ii) From 28 January 2011, a principal in a Special school not listed in 6.2.8(i) shall receive additional salary of \$2000 per annum.
- (iii) No principal shall be entitled to receive more than one Special School Principals' Allowance at any one time.
- (iv) The parties acknowledge that receipt of this payment will not affect the Ministry's response to applications for Ministry concurrence for further additional payments for special residential school principals.

## 6.3 Isolation Allowance

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

6.3.2 An isolation allowance will be paid fortnightly and during:

- (a) periods of annual leave, whether or not the principal remains in the isolated locality;
- (b) any absence from the isolated locality on sick leave or other paid leave of up to seven consecutive days;
- (c) periods where a principal goes to another locality and is paid a school camp allowance.

6.3.3 Where a principal:

- (a) immediately prior to the introduction of the isolation allowance was being paid a "remote allowance"; or

- (b) before 2 April 1982 was appointed to a locality in which, but for the provisions of this contract would have received a “remote allowance” and where residence in that same locality does not now qualify for an isolation allowance: that principal shall nevertheless be paid an allowance, at the rate to which they would have been entitled, as a “remote allowance” until such time as either
  - (i) s/he moves; or
  - (ii) residence at that locality ceases to qualify for a “remote allowance”;
  - or
  - (iii) residence at that locality entitles the principal to an isolation allowance payment.

The rates for this “remote allowance” for principals will be fixed at \$109.01.

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

#### **6.4 Removal Expenses**

The provisions of Appendix 2 apply.

## Part 7: Leave

### 7.1 Sick Leave

7.1.1 The employer shall grant sick leave on full pay as set out below. The following sick leave allocation applies to all principals. A principal who was employed by an employer immediately prior to 1 July 1992 shall have their transitional sick leave entitlement calculated on the basis set out in clause 7.1.4.

#### 7.1.2 Minimum Entitlement

A principal who works for the employer for a period of more than six months, or who has service recognised for the purposes of sick leave (as defined in clauses 7.2.1 and 7.2.2) which exceeds 6 months, shall be entitled to 5 days sick leave on pay on account of sickness or injury, in each ensuing period of 12 months. Unused sick leave under this provision may be accumulated and used at a later date but the next year's entitlement cannot be anticipated.

#### 7.1.3 Additional Entitlement

In addition to the entitlement in 7.1.2, the following sick leave shall be granted:

Table A

Period of Service	Additional Days for each period
Up to 3 months	7 days
Over 3 months and up to 6 months	7 days
Over 6 months and up to 9 months	7 days
Over 9 months and up to 5 years	5 days
Over 5 years and up to 10 years	19 days
Over 10 years and up to 20 years	14 days
Over 20 years and up to 30 years	25 days
Over 30 years	22 days

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

#### 7.1.4 Transitional Sick Leave

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

The employee shall be entitled to the balance of the sick leave on pay that that employee was entitled to as at 30 June 1992 as determined from table B below:

Table B

Length of Service	Aggregated Period for Which Sick Leave on Pay may be Granted during Service
Up to 3 months	7 days
Over 3 months and up to 6 months	14 days
Over 6 months and up to 9 months	31 days
Over 9 months and up to 5 years	46 days
Over 5 years and up to 10 years	92 days
Over 10 years and up to 20 years	154 days
Over 20 years and up to 30 years	229 days
Over 30 years	306 days

- (a) If the balance of sick leave under this clause works out at less than 5 days per year then the employee shall be entitled to up to 5 days sick leave on pay per year.
- (b) Once the employee has completed a single period of service in table B (e.g., over 5 years and up to 10 years) the sick leave on pay provisions in clause 7.1.2 and clause 7.1.3 shall apply. The employee's entry point on table A shall be worked out according to the principal's years of service (service for this purpose is defined in 7.2.1 and 7.2.2).
- (c) Any sick leave entitlement under table B remaining after the completion of the relevant period of service and any other sick leave entitlements under this agreement shall be accumulated.
- (d) In exceptional circumstances the employer may grant sick leave with pay in anticipation of future entitlements under Table B, provided that no extension may be granted beyond 306 days. Before approving any such extension the employer shall ensure that any extension complies with any funding arrangements applying to the school.

7.1.5 The provisions of this clause regulate the application of paid sick leave under clauses 7.1 and 7.2.

- (a) sick leave is to be debited on the basis of days of absence where absence does not exceed five consecutive working days; or
- (b) on the basis of continuous days where the absence exceeds five consecutive working days;
- (c) no deduction will be made for absences of less than two hours.

## **7.2 Sick Leave – Miscellaneous Provisions**

7.2.1 For the purposes of this clause "service" in relation to the total period of a principal's service means full-time employment as a principal by an education board, a secondary school board, a school Board of Trustees, the controlling authority of a technical institute or community college, a free kindergarten association, a teachers' college, the Department of Education, the Ministry of Education, a university, or an agricultural college; as a principal in Fiji, the Cook Islands, Tonga, Western Samoa or Niue and active military service. Paid study leave is counted for service purposes. Part-time teaching service is assessed on the basis that 80 hours equals one month's service or 1,000 hours equals one year's service and so on for periods in excess of this. Where part-time service consists of 20 or more class contact hours per week it may be credited as full-time service.

7.2.2 Service does not include study time either before entry into the education service or during the period of unemployment, teaching in private schools (except for principals in integrated schools), teaching overseas, except in the Pacific countries listed in 7.2.1.

7.2.3 The employer shall grant up to 20 days per annum sick leave with pay, as a charge against the principal's sick leave, in accordance with this clause when the principal is absent from work to attend a member of her or his household who, through illness, is dependent upon the principal. The employer may grant additional paid leave as a charge against the principal's sick leave in accordance with this clause. For the avoidance of doubt it is declared that members of the principal's household include the principal's spouse or partner, children, grandchildren, parents or any relative or person who is demonstrated to have a dependency on the principal.

7.2.4 When in excess of five days sick leave is taken by the principal, for reasons of their own sickness or injury or to care for a member of the principal's household as provided for in 7.2.3, a current medical certificate from a registered medical or dental practitioner must be produced if the employer so requires.

7.2.5 Disregarded sick leave not exceeding an overall aggregate of two years shall be granted by the Secretary for Education in the following circumstances:

- (i) The sickness can be traced directly to the conditions or circumstances under which the principal is working; or

- (ii) The injury was suffered by the principal in the discharge of duties through no fault of the principal; and in circumstances where payment has not been made by the Accident Compensation Corporation; or
- (iii) In the opinion of the Secretary for Education, the absence was due to war injury or to war service; or
- (iv) The absence was due to the principal contracting a disease which, in the opinion of the Secretary for Education, was for the time being epidemic, or by reason of the principal being in contact with a person suffering from such a disease and being required to undergo a period of isolation in accordance with a decision made under regulations administered by the Health Department. In the case of hepatitis, however, the period the disregarded sick leave is the time that the principal's doctor decides is necessary for the principal to remain away from school.

7.2.6 An employer may grant a principal who contracts tuberculosis disregarded sick leave with full salary for a period of up to six months in addition to any period of leave 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 7.1 above if the principal enters, or is placed on a waiting list for entry to a recognised institution.

7.2.7 Notwithstanding 7.2.6 above, holders of long term relieving appointments and principals available for and eligible for future permanent appointments shall only be granted disregarded sick leave, as provided for in 7.2.5 above, where they have been in continuous employment before the date of application and have been medically examined before entry into the teaching service.

### **7.3 Bereavement / Tangihanga Leave**

7.3.1 An employer shall approve special bereavement/tangihanga leave on pay for a principal to discharge any obligation and/or to pay respects to a deceased person with whom the principal has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a tangihanga or its equivalent.

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

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

### **7.4 Discretionary Leave**

7.4.1 The employer may, where there are special circumstances, grant discretionary leave with or without pay to any principal during periods when the school is officially open for instruction, provided that such leave does not unreasonably impinge upon the operational requirements of the school. Before approving any discretionary leave, the employer shall ensure that the granting of such leave complies with any funding arrangements applying to the school in respect of such leave.

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

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

## **7.5 Parental Leave**

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

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

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

- (a) Any maternity leave taken shall not count against the extended leave entitlement;
- (b) A female employee with less than 52 weeks service shall be entitled to 26 weeks leave from the date of birth and may be granted up to 26 weeks additional leave at the discretion of the employer;
- (c) Principals intending to resign because of pregnancy or the birth of a child must be advised of their right to take parental leave;
- (d) Maternity leave may commence at any time during the pregnancy subject to the principal giving the employer one 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.

### **7.5.4 Maternity Grant**

- (a) The maternity grant is payable to female principals on production of a birth certificate or evidence of an approved adoption placement, whether she qualifies for maternity leave without pay or resigns because of pregnancy or adoption except as follows: The maternity grant is not payable where a principal has not produced a medical certificate confirming pregnancy, or confirmation from the relevant government department of suitability as an adoptive parent, before commencing leave or resigning. No provision is made for payment of a maternity grant in the case of a miscarriage.
- (b) The amount of the grant is calculated on the basis of six weeks full salary at the rate applicable at the date of birth (or placement in the case of adoption) to the position from which the principal was granted leave of absence or resigned as the case may be. However, a woman who works less than full normal hours for a short period only, prior to her taking parental leave, may have her case for full payment considered by the employer. When a principal is absent on maternity leave for less than six weeks (30 working days), the full grant equivalent to six weeks salary is still payable. The maternity grant is not reduced because salary is being received.

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

## **7.6 Study Leave**

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

In allocating study awards the good employer requirements of s77A of the State Sector Act 1988 shall be considered.

Up to five of the 75 awards may be available to teachers or principals who intend to undertake an agreed project of research in education.

## **7.7 Refreshment Leave**

- 7.7.1 Principals attested as meeting the principals professional standards in this Agreement shall be entitled (subject to 7.7.2) 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.
- 7.7.2 Entitlement to Refreshment Leave in clause 7.7.1 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, 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.
- 7.7.3 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.
- 7.7.4 A principal taking Refreshment leave shall not accept employment as a teacher or principal in another state or integrated NZ school. However, a principal may agree to undertake occasional day relief work.

## **7.8 Paid Sabbatical Leave**

- 7.8.1 Paid sabbatical leave positions, each of one term, based on ten weeks per annum, will be available to primary principals in accordance with the provisions of this clause. The number of positions available annually shall be 100 paid sabbatical leave positions.
- 7.8.2 A principal must have completed a minimum of five years service as a principal in state and state integrated schools to qualify for paid sabbatical leave.
- 7.8.3 In applying for paid sabbatical leave, a principal would 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.
- 7.8.4 The scheme will be transparent and use criteria developed by the Ministry of Education, the NZEI Te Riu Roa and NZSTA for the selection of recipients. It will operate according to a process similar to that for study leave in 7.6 with representation from NZEI Te Riu Roa principals, NZSTA and the Ministry of Education on the selection panel.
- 7.8.5 Principals would share their experiences and what they have learnt through sabbatical leave with other principals and boards through LeadSpace or other forums, 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.
- 7.8.6 Guidelines (including closing dates) and application forms are available on [www.minedu.govt.nz](http://www.minedu.govt.nz).

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

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



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

### **8.1 General**

The following principles shall be used in addressing complaints, discipline and competence to ensure that such matters can in the interests of all parties be fully and fairly addressed. Many complaints will be able to be resolved by discussion between the employer and the principal without the need to take the matter any further. Boards should, wherever appropriate, seek to resolve complaints in this manner in the first instance. Questions of competence, conduct or discipline should be handled in a manner which as far as possible protects the mana and dignity of the principal concerned. Principals may seek whanau, family, professional and/or NZEI support in relation to such matters.

### **8.2 Ngā Kōrero me ngā Tikanga**

- (a) Me tuku reta atu ki te kaimahi hei whakamārama atu i nga raruraru kua puta noa. Mehemea he pai ki te kaimahi rāua tahi ko tona tumuaki, e āhei ana ki te whakahaere tonutia ngā whakaritenga i raro i ngā tikanga Māori.
- (b) Anei ra ētahi momo tikanga hei kōwhiringa mā rātou:
  - he huihuinga kei te marae;
  - he whakawhiti kōrero kanohi ki te kanohi;
  - ka hui mai te whānau hei tuarā mö te katoa; ä
  - ka hui mai ngā kaumātua kuia hei arahi hei tohutohu i ä rātou katoa;
- (c) Mēnā ka whakaaetia te kaimahi rāua ko tōna tumuaki ö rāua kaihautū rānei, kia oti pai ai te kaupapa, mā rāua mā ngā kaihautu rānei e hainatia ngā whakaaetanga i tūhia. Makaia atu tētahi kape o ngā whakaaetanga nei ki te kōnae o te kaimahi.
- (d) He māmā noa iho ēnei whakawhiringa mehemea hiahia ana tētahi taha ki a waiho tārewa ake ngā tikanga Māori ki a huri ke ia ki ētahi (te katoa rānei) o ngā whakaritenga, arā 8.3, 8.4, 8.5 me 8.6 e whai ake nei. Engari, mehemea ka huri kē atu i ngā tikanga Māori, ehara tērā i te tino raruraru ki a oti hē rawa ngā whakaritenga katoa. Ina hoki ka tahuri mai tētahi taha ki ēnei ki 8.3, 8.4, 8.5 me 8.6 i raro nei, me tuhituhi hei whakamārama ki tērā atu taha.

### **8.2 Discussions in a Māori Context**

- (a) The principal must be advised in writing of the specific matter(s) causing concern. The principal and employer may, depending on the nature of the complaint, agree to attempt to deal with a complaint by it being heard in a Māori context and manner.
- (b) A Māori context and manner relates to the following:
  - meetings can be held on marae;
  - there is face to face engagement;
  - there can be whanau support for all involved; and
  - guidance and advice is often provided by kaumatua and kuia for all involved.
- (c) Should the principal and employer, or their representatives on their behalf, agree to a resolution of the matter then this shall be recorded in writing and signed by both parties and/or their representatives on their behalf. A copy of the agreement will be placed on the principal's personal file.
- (d) This is a discretionary option and either party may withdraw at any time, and nothing in this section prevents the employer or the principal deciding at any time that any or all of the procedures in clauses 8.3, 8.4, 8.5 and 8.6 will be used. Where either party decides to withdraw from this process such a decision will not of itself give rise to any claim of procedural deficiency or unfairness. The decision to withdraw from this process and/or for the employer to use any or all the procedures in clauses 8.3, 8.4, 8.5, and 8.6 will be notified in writing to the other party.

### **8.3 Discipline**

- (a) The principal must be advised of the right to request representation at any stage.
- (b) The principal must be advised in writing of the specific matter(s) causing concern and be given a reasonable opportunity to provide an explanation. Before making a final decision, the employer may need to make further inquiries in order to be satisfied as to the facts of the specific matter(s) causing concern.
- (c) The principal must be advised of any corrective action required to amend her/his conduct and given a reasonable opportunity to do so.
- (d) The process and any disciplinary action are to be recorded, sighted and signed by the principal, and placed on her/his personal file.

### **8.4 Suspension**

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

### **8.5 Instant Dismissal**

Nothing in sections 8.3 or 8.4 prevents instant dismissal without notice in the case of serious misconduct.

### **8.6 Competency**

8.6.1 Where there are matters of competency which are causing concern in respect of a principal (for example failing to meet the appropriate professional standards), the Board shall:

- (a) Put in place appropriate assistance and personal guidance to assist the principal and;
- (b) Follow the process outlined in clause 8.6.2 below, and for that purpose may seek such appropriate professional advice as may be required.

8.6.2 When this assistance and guidance has not remedied the situation, the following provisions should govern the action to be taken:

- (a) The principal must be advised in writing of the specific matter(s) causing concern and of the corrective action required, and the timeframe allowed. This timeframe should be determined by the Board and be relevant to the matters causing concern;
- (b) The process and results of any evaluation are to be recorded in writing, sighted and signed by the principal;
- (c) A copy of any report made to the employer or to the New Zealand Teachers Council shall be given to the principal;
- (d) No action shall be taken on a report until the principal has had a reasonable time to comment (in writing or orally or both); if the above steps (a-d) fail to resolve the matter of concern, the employer may, where justified, dismiss the principal without the need to follow the provisions of 8.3 above.

## **8.7 Employment Relationship Problem Resolution**

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

## Part 9: Surplus Staffing

- 9.1.1 In the situation of a school reorganisation process, the principals' positions in all the closed or reorganised schools shall be disestablished and the provisions of 9.7 and/or 9.8 shall apply. The new position of principal in the reorganised school shall be advertised pursuant to the State Sector Act 1988 (as per clause 2.2).
- 9.1.2 Where the staffing requirements within the school have been reviewed by an employer (including as a consequence of amalgamation, merger, change of status, and/or closure), and a permanently appointed principal's position is disestablished, the principal in consultation with the Board may elect either:
- (a) Redeployment - The principal is redeployed, as a basic scale teacher with full salary protection, for 30 school week's 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 9.2; or
  - (b) Retraining - Undertake a suitable course of retraining approved by the Ministry of Education for 30 school weeks which enables or upgrades the principal as a teacher or a principal. The retraining process is outlined in 9.3; or
  - (c) Severance - Terminate the Agreement by giving three months notice. In addition the Board shall pay the principal a lump sum payment equivalent to:
    - Three months ordinary pay (basic taxable salary) where the principal has up to three years service;
    - Four months ordinary pay (basic taxable salary) where the principal has over three years and up to five years service;
    - Six months ordinary pay (basic taxable salary) where the principal has five years and over service.Provided that if the principal, following disestablishment of her/his position, commences permanent employment in a state or 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 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 week's 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 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 and 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 of Trustees 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 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 of Trustees 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 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 integrated school within a number of weeks which is less than the number of weeks of payment received under 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 9.1.2., whichever is the lesser.
  - (b) Payment under this provision is conditional on the employee finishing on an agreed date. Where the employee resigns her/his position or is appointed to another teaching position in a state or 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 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 Part 9 “service” is defined as the aggregate of all employment as a teacher in state or 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 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. U-Grade plus supplementary grant only) shall apply for the period of redeployment. The redeployment process is outlined in 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 Two 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 for 30 school weeks which enables or upgrades the principal as a teacher or a principal. The retraining process is outlined in 9.3; or
  - (c) Severance - Terminate the Agreement by giving three months notice. In addition the Board shall pay the principal a lump sum payment equivalent to:
    - Three months ordinary pay (basic taxable salary) where the principal has up to three years service;
    - Four months ordinary pay (basic taxable salary) where the principal has over three years and up to five years service;
    - Six months ordinary pay (basic taxable salary) where the principal has five years and over service.
 Provided that if the principal, following disestablishment of her/his position, commences permanent employment in a state or 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 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 week’s 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. U-Grade plus supplementary grant only) for a period of one year from the date of disestablishment.

## **9.9 Employment Protection Provisions**

- 9.9.1 ‘Restructuring’ is given the same definition as in section 69OI of the ERA 2000 and includes:
- (a) Contracting out; or

- (b) Selling or transferring the employer's business (or part of it) to another person;  
but excludes mergers, and school reorganizations as described in clauses 9.7 and 9.8.
- 9.9.2 Where work undertaken by an employee covered by this Agreement will be, or is likely to be, undertaken by a new employer (whether or not the new employer is an "employer" defined in 1.6) the employer will notify the National Office of NZEI where the employee affected by the restructuring is a member of the union. In such circumstances the employer will meet with representative(s) of the union to:
  - (a) Identify the issues the employee wishes to have considered by the new employer;
  - (b) Ensure that all current terms and conditions of employment of the employee are accurately recorded; and
  - (c) Determine the process by which communications to/from the employee will be conducted.
- 9.9.3 The employer will encourage the new employer to agree to the involvement of the union(s) in the processes described in clauses 9.9.4 and 9.9.5 below
- 9.9.4 Having completed the process described in 9.9.2 above, the employer will meet with the new employer to:
  - (a) provide the new employer with details of the work currently performed by the employee concerned together with details of the terms and conditions of her/his employment; and
  - (b) seek a proposal for the employment of the affected employee by the new employer, including clarification of the terms and conditions upon which those employee would be offered employment by the new employer.
- 9.9.5 The following shall be matters for clarification under clause 9.9.4(b) and again should be read in conjunction with the surplus staffing provisions of this collective agreement.
  - (a) the number and type of positions that may be offered by the new employer to the employee affected by the restructuring;
  - (b) the terms and conditions of employment to be offered to the employee (including whether the employee will transfer to the new employer on the same terms and conditions of employment);
  - (c) the arrangements, if required, for the transfer of any accrued benefits and entitlements in relation to those employees;
  - (d) the arrangements, if required, for when and how offers of employment are to be made to the employee and the mode of acceptance, including whether any offers of employment made by the new employer will be conveyed through NZEI.
- 9.9.6 The process to be followed at the time of the restructuring to determine what entitlements, if any, are available for employees who do not transfer to the new employer are set out in the rest of this part. This clause (9) as a whole shall be read in conjunction with those provisions.

## **Part 10: General**

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

Where appropriate the principal and the employer agree to use every effort to resolve any dispute or personal grievance arising out of or in relation to this Agreement as quickly and as close to the source of the matter as possible. To give effect to this intention the parties agree that the primary method of dispute resolution shall be by direct negotiation of the dispute or personal grievance.

10.1.1 If the dispute or grievance cannot be resolved by direct negotiation then the procedures attached as Appendix 3 shall apply.

### **10.2 Termination of Employment**

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

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

### **10.3 Chatham Islands Provisions**

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

### **10.4 Medical Retirement**

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



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

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

## **Schedule 1: Definition of Levels of Māori Immersion**

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

- Te reo Māori is the principal language of communication and instruction.
- The principal curriculum is taught entirely in Māori.  
(It is expected that all students in the programme will interact freely in Māori).

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

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

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

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

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

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

## Schedule 2: Professional Standards for Primary Principals

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

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

Areas of practice	Professional Standards
<p><b>CULTURE</b> Provide professional leadership that focuses the school culture on enhancing learning and teaching.</p>	<ul style="list-style-type: none"> <li>• In conjunction with the Board, develop and implement a school vision and shared goals focused on enhanced engagement and achievement for all students.</li> <li>• Promote a culture whereby staff members take on appropriate leadership roles and work collaboratively to improve teaching and learning.</li> <li>• Model respect for others in interactions with adults and students</li> <li>• Promote the bicultural nature of New Zealand by ensuring that it is evident in the school culture.</li> <li>• Maintain a safe, learning-focused environment.</li> <li>• Promote an inclusive environment in which the diversity and prior experiences of students are acknowledged and respected.</li> <li>• Manage conflict and other challenging situations effectively and actively work to achieve solutions.</li> <li>• Demonstrate leadership through participating in professional learning.</li> </ul>
<p><b>PEDAGOGY</b> Create a learning environment in which there is an expectation that all students will experience success in learning.</p>	<ul style="list-style-type: none"> <li>• Promote, participate in and support ongoing professional learning linked to student progress.</li> <li>• Demonstrate leadership through engaging with staff and sharing knowledge about effective teaching and learning in the context of the New Zealand curriculum documents.</li> <li>• Ensure staff members engage in professional learning to establish and sustain effective teacher / learner relationships with all students, with a particular focus on Māori students.</li> <li>• Ensure that the review and design of school programmes is informed by school-based and other evidence.</li> <li>• Maintain a professional learning community within which staff members are provided with feedback and support on their professional practice.</li> <li>• Analyse and act upon school-wide evidence on student learning to maximise learning for all students with a particular focus on Māori and Pasifika students.</li> </ul>

<b>Areas of practice</b>	<b>Professional Standards</b>
<p><b>SYSTEMS</b> Develop and use management systems to support and enhance student learning.</p>	<ul style="list-style-type: none"> <li>• Exhibit leadership that results in the effective day-to-day operation of the school.</li> <li>• Operate within board policy and in accordance with legislative requirements.</li> <li>• Provide the Board with timely and accurate information and advice on student learning and school operation.</li> <li>• Effectively manage and administer finance, property and health and safety systems.</li> <li>• Effectively manage personnel with a focus on maximising the effectiveness of all staff members.</li> <li>• Use school / external evidence to inform planning for future action, monitor progress and manage change.</li> <li>• Prioritise resource allocation on the basis of the school's annual and strategic objectives.</li> </ul>
<p><b>PARTNERSHIPS and NETWORKS</b> Strengthen communication and relationships to enhance student learning.</p>	<ul style="list-style-type: none"> <li>• Work with the Board to facilitate strategic decision making.</li> <li>• Actively foster relationships with the school's community and local iwi.</li> <li>• Actively foster professional relationships with, and between colleagues, and with government agencies and others with expertise in the wider education community.</li> <li>• Interact regularly with parents and the school community on student progress and other school-related matters.</li> <li>• Actively foster relationships with other schools and participate in appropriate school networks.</li> </ul>

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

## APPENDIX 1 - ISOLATION ALLOWANCE RATES

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

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

### Category 6 Locations

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

### Off-shore island Classifications

<b>A</b>	Great Barrier Island
<b>B</b>	Half Moon Bay, Stewart Island
<b>C</b>	Little Barrier Island
<b>D</b>	Kapiti Island    Motutatpu
	Kawau            Rakino
	Matakana       Rangitoto
	Motuihe          Waiheke

## APPENDIX 2 - REMOVAL EXPENSES

Note: The actual and reasonable expenses are calculated according to Appendix 2. Principals are reimbursed 100% of the total amount.

### 1 Eligibility

- 1.1 When a principal transfers in the course of promotion, or moves to or from a school referred to in clause 3 of this appendix, or moves in terms of the redeployment provisions contained in Part 9 of this Agreement, that principal, on transferring to another housing district, shall be eligible for the reimbursement of 100% of the actual and reasonable expenses arising from the removal of her/his household in the following circumstances. Where the principal requires the transfer of his/her effects and transit insurance the principal must use the service provided by the Ministry without cost to the principal. Such a service will be provided by the Ministry. The expenses, where applicable, as specified in clause 6 of this appendix shall include:
- (a) travelling expenses;
  - (b) accommodation expenses including rent subsidy;
  - (c) furniture removals;
  - (d) legal expenses and land agents commission (or advertising costs);
  - (e) penalty mortgage repayment charges;
  - (f) miscellaneous expenses including:
    - (i) a transfer grant;
    - (ii) leave and expenses for a principal separated from her/his family/household to visit them including to assist with their transfer to the new location;
    - (iii) expenses for one visit by a principal to inspect rental or purchasable housing in the new location;
    - (iv) telephone reconnection charges for one phone only.
- 1.2 The Ministry of Education provides a lump sum payment to cover the travel, phone, transfer grant, accommodation expenses and travelling meal allowances entitlements outlined below. However, this does not prevent a principal from choosing (as an alternative to the lump sum payment) to claim entitlements as specified and based on itemised receipts.
- 1.3 Principals entitled to the reimbursement of actual and reasonable removal expenses on the basis set out in clause 1.1 shall include full-time permanent and long term relieving principals of 12 months or more.

### 2 Promotion

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

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

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

From 28 January 2011, a principal with 5 years current continuous service as a principal shall be eligible for removal services and expenses provided in 1.1 of this appendix when moving to a U1 or U2 school and/or a school in which the current principal receives the Isolation Allowance.

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

- 4.1 A principal in a school qualifying for the staffing incentive allowance shall be required to complete a minimum of three years' continuous service in one or more of the schools concerned in order to be eligible for removal services and expenses provided in 1.1 when moving from such a school to another state or integrated school as a

principal or teacher in a permanent position or in a long term reliever appointment of at least one year.

- 4.2 A principal in a school qualifying for the staffing incentive allowance shall retain her/his removal services and expenses provided in 1.1 of this appendix when moving from the school, even if the school loses its classification during the principal's employment there providing that she/he fulfils the three years' continuous service requirement and is transferring directly to another state or integrated school as a principal or teacher in a permanent position or in a long term reliever appointment of at least one year.
- 4.3 From 28 January 2011, a principal in a U1 or U2 school and/or who receives the isolation allowance shall be required to complete a minimum of three years' continuous service in one or more of the schools concerned in order to be eligible for removal services and expenses provided in 1.1 of this appendix when moving from such a school to another state or integrated school as a principal or teacher in a permanent position or in a long term reliever appointment of at least one year.
- 4.4 From 28 January 2011, a principal in a U1 or U2 school and/or who receives the isolation allowance shall retain her/his removal services and expenses provided in 1.1 of this appendix when moving from the school, even if the school loses its classification during the principal's employment there providing that she/he fulfils the three years' continuous service requirement and is transferring directly to another state or integrated school as a principal or teacher in a permanent position or in a long term reliever appointment of at least one year.

## **5 First Permanent Appointment**

- 5.1 On first permanent Appointment a principal shall be eligible for the provisions set out in 4.2 where they meet the following criteria:
- The principal is resident in New Zealand at the time of appointment and;
  - The appointment is within 12 months following graduation from a course of teacher training recognised by the Secretary for Education and;
  - The appointment involves a shift to another housing district.
- 5.2 (a) Reimbursement of the cost of surface fares for the principals and dependants or the appropriate motor vehicle rate;
- (b) Reimbursement of actual legal expenses up to \$1,000 when a principal sells a house and buys another within one year of first appointment;
- (c) Use of the service provided by the Ministry for removal of furniture and effects without cost to the teacher.

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

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

## **7 Removal Reimbursing Expenses**

- 7.1 Principals claiming removal expenses shall be reimbursed 100% of the total actual and reasonable expenses claimed. The maximums which can be claimed are:
- 7.2 Penalty mortgage repayment - \$2,400.
- 7.3 Refund of legal expenses and a land agent's commission (or in advertising costs for private sale) and/or purchase of house:
- (a) aggregate of \$11,000 when buying and selling;
  - (b) legal expenses of \$950 when selling but not buying, and \$4,000 when buying but not selling;
  - (c) land agent's commission (including advertising) of \$6,300 when selling at former location;

- (d) advertising costs of \$630 when selling at former location without the services of a land agent.

7.4 Refund of legal expenses and land agent's commission for sale and/or purchase of land:

- (a) aggregate of \$3,800 for purchase and subsequent sale;
- (b) legal expenses of \$500 when selling only;
- (c) land agent's commission of \$2,000 when selling only.

7.5 Transfer Grant:

- (a) A grant of \$1,000 is payable where a principal is entitled to removal expenses and rents, leases or purchases housing.
- (b) rent subsidy will be granted only in respect of a short term tenancy. The amount of the subsidy is the excess of the rental over one-sixth of the principal's gross salary. The duration of the subsidy is limited to three months.
- (c) \$300 for each child who is attending a state or integrated school prior to the date of transfer who attends another state or integrated school after the transfer and for whom a different uniform is required to be purchased (in terms of the new school's policy) because of the change of school.

7.6 Travelling allowance meal rate:

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

7.7 Motor vehicle allowance rates for removal expenses:

- (a) Motor cars - 62 cents per km
- (b) Motor cycles etc - 18 cents per km.

Note: Receipts should be produced when claiming expenses.

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



## **APPENDIX 3 - EMPLOYMENT RELATIONSHIP PROBLEMS**

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

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

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

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

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

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

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

### **Personal Grievances**

A personal grievance is a particular type of employment relationship problem that normally must be raised with the employer within 90 days of the grievance arising.

An employee may have a personal grievance where:

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

Note: The full meaning of the terms personal grievance, discrimination, sexual harassment, racial harassment, and duress, shall be the meaning given by sections 103 to 110 inclusive of the Employment Relations Act 2000 only. For ease of access these are attached at the end of this agreement as Appendix 2.

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

Either party can refer a personal grievance to the Employment Relations Service of the Department of Labour for mediation assistance, or to the Employment Relations Authority.

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

### **Services Available**

To help resolve employment relationship problems, the Department of Labour provides:

#### **An Information Service**

- This is free. It is available by contacting the Department of Labour or by phoning toll free 0800 209020. The Department's Employment Relations Service internet address is [www.ers.dol.govt.nz](http://www.ers.dol.govt.nz) and can be contacted by e-mail at [info@ers.dol.govt.nz](mailto:info@ers.dol.govt.nz).

### **Mediation Service**

- The Mediation Service is a free and independent service available through the Department of Labour.
- This service helps to resolve employment relationship problems and generally to promote the smooth conduct of employment relationships.
- Mediation is a mutual problem solving process, with the aim of reaching an agreement, assisted by an independent third party.
- If the parties can't reach a settlement they can ask the mediator, in writing, to make a final and binding decision.
- A settlement reached through mediation and signed by the mediator at the request of the parties is final, binding and enforceable. Neither party can then take the matter any further nor, either party can be made to comply with the agreed settlement by court order.
- If the problem is unresolved through mediation either party may apply to have the matter dealt with by the Employment Relations Authority.

### **The Employment Relations Authority**

- This Authority is an investigative body that operates in an informal way. It looks into the facts and makes a decision on the merits of the case and not on the legal technicalities.
- Either an employer or an employee can refer an unresolved employment relationship problem to the Authority by filing the appropriate forms.
- The Authority may call evidence, hold investigative meetings, or interview anyone involved. It can direct the parties to try mediation. If mediation is unsuitable or has not resolved the problem, the Authority will make a decision that is binding on all parties. Any party can contest the Authority's decision through the Employment Court.

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

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

## APPENDIX 4 - TERMS AND CONDITIONS OF SERVICE OF EMPLOYEES IN THE CHATHAM ISLANDS (INCLUDING PITT ISLAND)

1 House Rents  
Ministry house rentals for all employees shall be based on the standard rural rent formula.

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

3 Fuel and Power

3.1 Coal, diesel and gas shall be provided free of charge.

3.2 Employees shall pay the cost of their domestic electricity consumption depending on the size of their household. This shall be up to the following maximums:

Household Size	Maximum Annual Payment
1 person	\$472.93
2-4 persons	\$716.00
5+ persons	\$803.97

(a) Where employee households exceed the maximum domestic electricity consumption cost, as provided for in paragraph 3.2 above, employees shall be reimbursed the additional cost by their employing authority.

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

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

(c) The unit price shall be updated as the mainland average changes.

(d) The principal of Pitt Island School shall not be required to pay electricity costs under this clause.

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

4 Motor Vehicles

4.1 All freight and landing charges shall be paid by employing authorities both ways.

4.2 Employees who transport their own vehicles to the Chatham Islands and Pitt Island shall receive an extra vehicle allowance of \$2,739 per annum.

5 Payment of Fares to Mainland for Annual Leave

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

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

(b) Teachers may anticipate subsidised leave trips at the Christmas term break if appointed during the school year and may also defer subsidised leave trips until the Christmas break following the completion of a year's school service;

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

6 Secondary Schools Allowance

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

- (a) Standard boarding bursary;
- (b) A boarding bursary for the term breaks excluding the December/January period if the pupils do not return to the Chatham's for those periods;
- (c) The cost of return air fares for the four term breaks;
- (d) The cost of internal travel between airport and the child's school for the December/January period only;
- (e) For pupils resident on Pitt Island, free passage between Pitt and Chatham Islands at the beginning and end of each school term.

7 Chatham Islands Allowance

7.1 The allowance shall be:

	Basic Rate (\$)	Basic Rate plus Partner (\$)	Child Supplement (per Child) (\$)
Isolation	806.56	1613.11	
Freight *	2662.42	4119.96	665.64

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

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

	Basic Rate (\$)	Plus Partner (\$)
Shipping	1058.93	1345.61
Chatham duties, etc	211.89	269.23
Freight forwarders	404.49	808.98
Air freight	372.70	745.39
Sub Total	2048.00	3169.20
Tax Reimbursement	614.43	950.76
Total	2743.68	4119.96

- (b) The Chatham Island duties, etc shall be calculated on the basis of 20 per cent of the shipping freight cost.
- (c) Freight forwarders shall be calculated on the basis of one cubic metre from the point of purchase to freight forwarders (\$12.39) from freight forwarders to a port of embarkation (\$28.00) at 10 times per annum for the basic rate. Two metres shall be the basis for the basic rate plus partner calculation.
- (d) Air freight shall be calculated on the basis of its minimum charge of \$14.95 per kilo, per fortnight (two kilos for the basic rate plus partner).

- (e) Employing authorities may reimburse employees for other freight costs additional to those provided for in paragraphs (a)-(d) above.
- 7.3 The isolation component shall be adjusted annually according to movements in the isolation allowance.
- 7.4 The freight component shall be adjusted according to actual movements in freight costs of shipping freight forwarders and air freight plus tax rate changes.
- 7.5 Employees on Pitt Island shall receive an additional freight component of \$688.05 based on 12 flights per annum. This shall be adjusted according to actual cost movements by aviation.
- 7.6 **Payment of Fares to Mainland for Professional Development**  
Employing authorities shall pay an actual or equivalent return air fare (not to exceed \$2000) by normal air flight per principal per annum for the purposes of professional development. The professional development will require the approval of the board of trustees. The principal shall become eligible for the subsidy on each anniversary of their arrival in the Chatham Islands.
- 8 **Chatham Island Removal Expenses**  
Employees who are eligible for removal expenses under clause 1.1 of Appendix 2 of this Agreement shall be entitled to the provisions set out in Appendix 2. Where a service provided by the ministry for the transfer of their effect and transit insurance is not available, the employee is eligible for the reimbursement of 100% of the actual and reasonable expenses arising from the transfer of their effects.
- 9 **Eligibility**  
All employees recruited from the mainland shall be eligible for these provisions as provided in clauses 1-8. Employees recruited locally from the Chatham and Pitt Islands shall also be eligible for the provisions of clauses 3, 6 and the isolation component of clause 7.1 and where that employee leaves the island at the end of their employment for another position in the teaching service that employee shall be entitled to the provisions in clauses 4.1 and 7.2.

## APPENDIX FIVE – EXTRACT FROM THE EMPLOYMENT RELATIONS ACT 2000

- 103 PERSONAL GRIEVANCE--
- (1) For the purposes of this Act, "personal grievance" means any grievance that an employee may have against the employee's employer or former employer because of a claim-
- (a) that the employee has been unjustifiably dismissed; or
  - (b) that the employee's employment, or 1 or more conditions of the employee's employment (including any condition that survives termination of the employment), is or are or was (during employment that has since been terminated) affected to the employee's disadvantage by some unjustifiable action by the employer; or
  - (c) that the employee has been discriminated against in the employee's employment; or
  - (d) that the employee has been sexually harassed in the employee's employment; or
  - (e) that the employee has been racially harassed in the employee's employment; or
  - (f) that the employee has been subject to duress in the employee's employment in relation to membership or non-membership of a union or employees organisation.
- (2) For the purposes of this Part, a "representative", in relation to an employer and in relation to an alleged personal grievance, means a person--
- (a) who is employed by that employer; and
  - (b) who either--
    - (i) has authority over the employee alleging the grievance; or
    - (ii) is in a position of authority over other employees in the workplace of the employee alleging the grievance.
- (3) In subsection (1)(b), unjustifiable action by the employer does not include an action deriving solely from the interpretation, application, or operation, or disputed interpretation, application, or operation, of any provision of any employment agreement.

### 103A TEST OF JUSTIFICATION

For the purposes of section 103(1)(a) and (b), the question of whether a dismissal or an action was justifiable must be determined, on an objective basis, by considering whether the employer's actions, and how the employer acted, were what a fair and reasonable employer would have done in all the circumstances at the time the dismissal or action occurred.

**From 1 April 2011 the following test of justification applies in place of the 103A clause above:**

### 103A TEST OF JUSTIFICATION

- (1) For the purposes of section 103(1)(a) and (b), the question of whether a dismissal or an action was justifiable must be determined, on an objective basis, by applying the test in subsection (2).
- (2) The test is whether the employer's actions, and how the employer acted, were what a fair and reasonable employer could have done in all the circumstances at the time the dismissal or action occurred.
- (3) In applying the test in subsection (2), the Authority or the court must consider—
- (a) whether, having regard to the resources available to the employer, the employer sufficiently investigated the allegations against the employee before dismissing or taking action against the employee; and
  - (b) whether the employer raised the concerns that the employer had with the employee before dismissing or taking action against the employee; and
  - (c) whether the employer gave the employee a reasonable opportunity to respond to the employer's concerns before dismissing or taking action against the employee; and

- (d) whether the employer genuinely considered the employee's explanation (if any) in relation to the allegations against the employee before dismissing or taking action against the employee.
- (4) In addition to the factors described in subsection (3), the Authority or the court may consider any other factors it thinks appropriate.
- (5) The Authority or the court must not determine a dismissal or an action to be unjustifiable under this section solely because of defects in the process followed by the employer if the defects were—
  - (a) minor; and
  - (b) did not result in the employee being treated unfairly.”

104 DISCRIMINATION--

- (1) For the purposes of section 103(1)(c), an employee is discriminated against in that employee's employment if the employee's employer or a representative of that employer, by reason directly or indirectly of any of the prohibited grounds of discrimination specified in section 105, or by reason directly or indirectly of that employee's involvement in the activities of a union in terms of section 107,--
  - (a) refuses or omits to offer or afford to that employee the same terms of employment, conditions of work, fringe benefits, or opportunities for training, promotion, and transfer as are made available for other employees of the same or substantially similar qualifications, experience, or skills employed in the same or substantially similar circumstances; or
  - (b) dismisses that employee or subjects that employee to any detriment, in circumstances in which other employees employed by that employer on work of that description are not or would not be dismissed or subjected to such detriment; or
  - (c) retires that employee, or requires or causes that employee to retire or resign.
- (2) For the purposes of this section, "detriment" includes anything that has a detrimental effect on the employee's employment, job performance, or job satisfaction.
- (3) This section is subject to the exceptions set out in section 106.

105 PROHIBITED GROUNDS OF DISCRIMINATION FOR PURPOSES OF SECTION 104--

(1) The prohibited grounds of discrimination referred to in section 104 are the prohibited grounds of discrimination set out in section 21(1) of the Human Rights Act 1993, namely--

- (a) sex:
- (b) marital status:
- (c) religious belief:
- (d) ethical belief:
- (e) colour:
- (f) race:
- (g) ethnic or national origins:
- (h) disability:
- (i) age:
- (j) political opinion:
- (k) employment status:
- (l) family status:
- (m) sexual orientation.

(2) The items listed in subsection (1) have the meanings (if any) given to them by section 21(1) of the Human Rights Act 1993.

106 EXCEPTIONS IN RELATION TO DISCRIMINATION--

(1) Section 104 must be read subject to the following provisions of the Human Rights Act 1993 dealing with exceptions in relation to employment matters:

- (a) section 24 (which provides for an exception in relation to crews of ships and aircraft):
- (b) section 25 (which provides for an exception in relation to work involving national security):
- (c) section 26 (which provides for an exception in relation to work performed outside New Zealand):
- (d) section 27 (which provides for exceptions in relation to authenticity and privacy):
- (e) section 28 (which provides for exceptions for purposes of religion):
- (f) section 29 (which provides for exceptions in relation to disability):
- (g) section 30 (which provides for exceptions in relation to age):
- (h) section 31 (which provides for an exception in relation to employment of a political nature):
- (i) section 32 (which provides for an exception in relation to family status):
- (j) section 33 (which relates to the Armed Forces):
- (k) section 34 (which relates to regular forces and Police):
- (l) section 35 (which provides a general qualification on exceptions).

(2) For the purposes of subsection (1), sections 24 to 35 of the Human Rights Act 1993 must be read as if they referred to section 104 of this Act, rather than to section 22 of that Act. In particular,--

- (a) references in sections 24 to 29, 31, 32, and 33 of that Act to section 22 of that Act must be read as if they were references to section 104(1) of this Act; and
- (b) references in section 30 or section 34 of that Act--
  - (i) to section 22(1)(a) or 22(1)(b) of that Act must be read as if they were references to section 104(1)(a) of this Act; and
  - (ii) to section 22(1)(c) of that Act must be read as if they were references to section 104(1)(b) of this Act; and
  - (iii) to section 22(1)(d) of that Act must be read as if they were references to section 104(1)(c) of this Act.

(3) Nothing in section 104 includes as discrimination--

- (a) anything done or omitted for any of the reasons set out in paragraph (a) or paragraph (b) of section 73(1) of the Human Rights Act 1993 (which relate to measures to ensure equality); or
- (b) preferential treatment granted by reason of any of the reasons set out in paragraph (a) or paragraph (b) of section 74 of the Human Rights Act 1993 (which relate to pregnancy, childbirth, or family responsibilities); or



- (c) retiring an employee or requiring or causing an employee to retire at a particular age that has effect by virtue of section 149(2) of the Human Rights Act 1993 (which is a savings provision in relation to retirement ages specified in certain employment contracts).

107 DEFINITION OF INVOLVEMENT IN ACTIVITIES OF UNION FOR PURPOSES OF SECTION 104--

For the purposes of section 104, "involvement in the activities of a union" means that, within 12 months before the action complained of, the employee--

- (a) was an officer of a union or part of a union, or was a member of the committee of management of a union or part of a union, or was otherwise an official or representative of a union or part of a union; or
- (b) had acted as a negotiator or representative of employees in collective bargaining; or
- (c) was involved in the formation or the proposed formation of a union; or
- (d) had made or caused to be made a claim for some benefit of an employment agreement either for that employee or any other employee, or had supported any such claim, whether by giving evidence or otherwise; or
- (e) had submitted another personal grievance to that employee's employer; or
- (f) had been allocated, had applied to take, or had taken any employment relations education leave under this Act; or
- (g) was a delegate of other employees in dealing with the employer on matters relating to the employment of those employees.

108 SEXUAL HARASSMENT--

(1) For the purposes of sections 103(1)(d) and 123(d), an employee is sexually harassed in that employee's employment if that employee's employer or a representative of that employer--

- (a) directly or indirectly makes a request of that employee for sexual intercourse, sexual contact, or other form of sexual activity that contains--
  - (i) an implied or overt promise of preferential treatment in that employee's employment; or
  - (ii) an implied or overt threat of detrimental treatment in that employee's employment; or
  - (iii) an implied or overt threat about the present or future employment status of that employee; or
- (b) by--
  - (i) the use of language (whether written or spoken) of a sexual nature; or
  - (ii) the use of visual material of a sexual nature; or
  - (iii) physical behaviour of a sexual nature,--directly or indirectly subjects the employee to behaviour that is unwelcome or offensive to that employee (whether or not that is conveyed to the employer or representative) and that, either by its nature or through repetition, has a detrimental effect on that employee's employment, job performance, or job satisfaction.

(2) For the purposes of sections 103(1)(d) and 123(d), an employee is also sexually harassed in that employee's employment (whether by a co-employee or by a client or customer of the employer), if the circumstances described in section 117 have occurred.

109 RACIAL HARASSMENT--

For the purposes of sections 103(1)(e) and 123(d), an employee is racially harassed in the employee's employment if the employee's employer or a representative of that employer uses language (whether written or spoken), or visual material, or physical behaviour that directly or indirectly--

- (a) expresses hostility against, or brings into contempt or ridicule, the employee on the ground of the race, colour, or ethnic or national origins of the employee; and
- (b) is hurtful or offensive to the employee (whether or not that is conveyed to the employer or representative); and

- (c) has, either by its nature or through repetition, a detrimental effect on the employee's employment, job performance, or job satisfaction.

110 DURESS--

(1) For the purposes of section 103(1)(f), an employee is subject to duress in that employee's employment in relation to membership or non-membership of a union or employees organisation if that employee's employer or a representative of that employer directly or indirectly--

- (a) makes membership of a union or employees organisation or of a particular union or employees organisation a condition to be fulfilled if that employee wishes to retain that employee's employment; or
- (b) makes non-membership of a union or employees organisation or of a particular union or employees organisation a condition to be fulfilled if that employee wishes to retain that employee's employment; or
- (c) exerts undue influence on that employee, or offers, or threatens to withhold or does withhold, any incentive or advantage to or from that employee, or threatens to or does impose any disadvantage on that employee, with intent to induce that employee--
  - (i) to become or remain a member of a union or employees organisation or a particular union or employees organisation; or
  - (ii) to cease to be a member of a union or employees organisation or a particular union or employees organisation; or
  - (iii) not to become a member of a union or employees organisation or a particular union or employees organisation; or
  - (iv) in the case of an employee who is authorised to act on behalf of employees, not to act on their behalf or to cease to act on their behalf; or
  - (v) on account of the fact that the employee is, or, as the case may be, is not, a member of a union or employees organisation or of a particular union or employees organisation, to resign from or leave any employment; or
  - (vi) to participate in the formation of a union or employees organisation; or
  - (vii) not to participate in the formation of a union or employees organisation.

## APPENDIX SIX – MEDICAL RETIREMENT

- 1.1 (a) The purpose of this provision is to:
- (i) Provide the opportunity for principals, currently in service, who are declared medically unfit or who have a terminal illness to retire from teaching with dignity;
  - (ii) Give the ability for boards to recruit a new principal to the vacant permanent position without delay.
- (b) 'Currently in service' means the principal is employed in a permanent position at the time the application for medical retirement is made and when concurrence is given by the Secretary for Education. This provision cannot be granted retrospectively.
- 1.2 (a) A permanently appointed principal, currently in service, may be granted medical retirement under this clause in circumstances where the principal has either a terminal or serious illness which causes them to be incapable of continuing to work or returning to work.
- (b) Serious illness includes serious injury.
- (c) Stress is not considered to be a medical diagnosis. Any application for concurrence on the basis of stress will be declined. However, the medical impact of stress if it meets the criteria will be considered.
- (d) A principal is considered to be medically unfit for work by reason of terminal illness if they have a terminal illness which causes them to be incapable of continuing to work or returning to work in a state or state integrated school.
- (e) A principal is considered to be medically unfit for work by reason of serious illness if they are wholly or substantially unable to perform the duties of the position at the school and is unlikely currently or at any time in the foreseeable future to be able to undertake new employment in any other teaching or principal position.
- (f) A principal is not eligible for medical retirement where they are receiving weekly compensation from ACC
- (g) Either the principal or the employer may initiate the medical retirement process. The employer must have reasonable grounds to initiate the process. "Reasonable grounds" arise where the principal for a prolonged period is wholly or substantially unable to perform the duties of the position at the school due to medical reasons.
- 1.3 Principal Initiated Process
- (a) (i) If the principal initiates the process, the principal shall provide to the employer from a registered medical specialist in writing the following: a description of the principal's illness, a statement as to whether or not the principal will be able to wholly or substantially perform their duties both currently and in the foreseeable future, and the reasons for the decision.
- (ii) The employer may require a further medical opinion from a registered medical specialist nominated by the employer.
- (iii) If two medical opinions from a medical specialist are sought and these medical opinions conflict, the principal and employer shall attempt to agree on a third medical specialist to provide a further medical certificate. If they cannot agree, the employer shall nominate the medical specialist.
- (b) (i) If the principal is unable to obtain a registered medical specialist opinion in a timely fashion, or by virtue of distance, then the principal will undergo a medical examination from a registered general practitioner. The general practitioner shall provide in writing the following:
- a description of the principal's illness, a statement as to whether or not the principal will be able to wholly or substantially perform her/his duties both currently and in the foreseeable future, and the reasons for the decision; and

- attestation that the principal could not obtain an opinion from a registered medical specialist.
- (ii) The employer may require a further medical certificate from a registered general practitioner nominated by the employer.
- (iii) If two medical certificates are sought and the medical opinions conflict, the principal and employer shall attempt to agree on a third registered general practitioner or medical specialist to provide a further medical certificate. If they cannot agree, the employer shall nominate the registered general practitioner.
- (c) All costs associated with the second and third medical certificates or medical opinions shall be met by the employer.

#### 1.4 Employer Initiated Process

##### (a) Pre-process

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

- (i) write to the principal outlining the concerns and the grounds on which it has formed a view that medical retirement may be an appropriate option;
- (ii) inform the principal they are entitled to attend up to three sessions from an employee assistance programme (EAP) and extend to the principal the opportunity to access EAP counselling;
- (iii) outline the medical retirement process should the employer proceed with the process; and
- (iv) inform the principal of their right to have a representative.

##### Initiation of Process

##### (b) Registered Medical Specialist

Following the completion of the pre-process:

- (i) Where the employer proceeds with the process, the principal shall undergo a medical examination from a registered medical specialist nominated by the employer.
- (ii) The medical specialist shall provide in writing a description of the principal's illness, a statement as to whether or not the principal will be able to wholly or substantially perform her/his duties both currently and in the foreseeable future, and the reasons for the decision.
- (iii) The principal is entitled to seek a second medical specialist's opinion. Where two medical specialist opinions are sought and these medical opinions agree that the principal will not be able to wholly or substantially perform their duties both currently and in the foreseeable future, then the employer may seek concurrence to medically retire the principal.

##### (c) Registered General Practitioner

- (i) If the employer is unable to obtain a registered medical specialist opinion in a timely fashion, or by virtue of distance, then the principal will undergo a medical examination from a registered general practitioner nominated by the employer (or two general practitioners if the principal so wishes, one nominated by the employer and the other by the principal). The general practitioner(s) shall provide in writing the following:
  - a description of the principal's illness, a statement as to whether or not the principal will be able to wholly or substantially perform their duties both currently and in the foreseeable future, and the reasons for the decision; and
  - attestation that the principal could not obtain an opinion from a registered medical specialist.
- (ii) Where two medical opinions from a general practitioner are sought and these medical opinions conflict, the principal and employer shall attempt to agree on a third registered general practitioner to provide a further medical certificate. If they cannot agree, the employer shall nominate the registered general practitioner.

- (d) All costs associated with the medical examination(s) and the principal assistance programme shall be met by the employer.
- 1.5 Where the majority of medical evidence does not support a claim for medical retirement under this provision this process shall cease.
- 1.6 Seeking Concurrence
- (a) Where the majority of medical evidence supports the application for medical retirement either by reason of terminal or serious illness, as per 1.2, the employer shall seek the concurrence of the Secretary for Education to medically retire the principal.
- (b) All applications for concurrence must be in writing and accompanied by the correct documentation.
- (c) Applications for concurrence for medical retirement will be granted where the following criteria have been met:
- (i) The process has been followed; and
- (ii) The medical evidence has been supplied in sufficient detail so as to support the application for medical retirement as specified in 1.2.
- (d) Where the medical evidence that has been supplied is not of sufficient detail to enable full consideration of the application for medical retirement, the Secretary for Education may request that the employer seek a further medical opinion.
- 1.7 Medical Retirement Payment
- (a) Upon receiving notification that the Secretary for Education has granted concurrence, the employer shall notify the principal that they are medically retired as of the date of the Secretary's notification. No notice is payable. The principal shall be medically retired and may elect to receive one of the following:
- (i) Remaining sick leave as a single payment.  
The principal will receive the remainder of their sick leave (that is, the outstanding sick leave balance as at the final day of employment) as a lump-sum payment; or
- (ii) A lump sum payment of 13 weeks salary plus an additional week for each year of service after 25 years service, up to a maximum of 13 weeks (i.e. the total maximum payment payable under this provision is 26 weeks). Any paid sick leave taken by the principal in the four weeks prior to the application to medically retire shall be subtracted from the payment.  
Note: Payment will be based on the normal fortnightly salary of the principal at the time of medical retirement. It does not attract any salary increment that may fall due after the date of medical retirement. Holiday pay to the date of medical retirement is payable. The lump sum does not attract holiday pay.
- (b) The principal is not entitled to change options once the option has been actioned.
- (c) Disregarded sick leave is not able to be converted to a payment under any of the provisions of medical retirement
- Note: For the sake of completeness please note that all payments are subject to normal tax provisions.
- 1.8 Vacant Position Appointment
- (a) From the date of the Secretary for Education gives notification of concurrence to medical retirement, regardless of the option chosen by the principal under 1.7, the employer shall be entitled to make a permanent appointment to the position as if that position were vacant. This position shall be advertised in the Education Gazette as an actual vacancy position.
- (b) The Teachers Council will be notified by the employer that the principal has been medically retired.

1.9 Re-entry policy

- (a) It is not contemplated that when a principal is medically retired from the teaching profession that they will return to work as either a principal or a teacher in the future. It is however acknowledged that in exceptional circumstances a principal may become medically fit to work in the teaching service.
- (b) Where a principal who has been medically retired under any clause set out in this provision is declared medically fit by a registered medical specialist and is reemployed in any teaching or principal position in the Education Service (as defined in section 2 of the State Sector Act) the following shall apply:
  - (i) The principal shall be entitled to sick leave in accordance with the provisions of the Holidays Act 2003 and not the provisions in the PPCA.
  - (ii) Where employment in any teaching or principal position in the Education Service (as defined in section 2 of the State Sector Act) commences within a number of weeks which is less than the number of weeks of payment received by the principal under 1.7(a) (i) the principal shall refund the difference between the number of weeks for which they were without employment and the number of weeks for which the payment was calculated.
  - (iii) A principal cannot be medically retired twice for any of reasons outlined in this Appendix.

## **APPENDIX SEVEN – ELEMENTS OF THE TERMS OF SETTLEMENT FROM THIS AND PREVIOUS SETTLEMENTS**

This appendix contains elements of previous settlements of the Primary Principals' Collective Agreement that are relevant.

### **1. Principals' Appointments**

As a result of work undertaken, a document *Appointing a Primary School Principal* was jointly developed by NZEI Te Riu Roa, NZSTA and the Ministry of Education. The document can be found on the parties' respective websites. The parties will continue to promote this document.

### **2. Sutherland Unit or the Child and Family Adolescent Unit at Auckland Hospital School**

The parties agree that 45 of the children enrolled in the Sutherland Unit or the Child and Family Adolescent Unit at Auckland Hospital School (i.e., not Middlemore Hospital School) will be counted as 6 instead of one.

### **3. Associate Principal at Salisbury School**

The incumbent in the Associate Principal position at Salisbury School on 11/3/98 will be paid as a U3 principal as long as they remain in that position.

### **4. Lump Sum Payment**

All principals who are covered by the Primary Principals' Collective Agreement at the date of settlement (29 November 2010) shall be entitled to receive a one-off gross payment of \$300 (pro-rata for part-time principals as at date of settlement).

Principals who were covered by this Collective Agreement at the date of settlement and who are on approved leave under Part 7 of the Primary Principals' Collective Agreement at the date of settlement shall be entitled to receive the payment on their return to their permanent positions providing that they return on or before 6 May 2011 (end of the first week of term two 2011).

Acting principals as at 5pm on the date of settlement who are covered by this Collective Agreement at the date of settlement shall be entitled to receive the payment pro-rata based both on their employment status and of the number of days between 2 February 2010 and 14 December 2010 (inclusive) for which they have been employed.

No employee may receive more than \$300 gross in total.

### **5. Annual Leave**

The Ministry invites NZEI and NZSTA to meet with it during the term of the agreement to discuss issues associated with principals' annual leave including how the parties might look (in future rounds) to:

- Investigate the current use of annual leave by primary principals
- Consider how to reflect any legislative requirements
- Ensure all principals get adequate opportunities to take annual leave without undermining the current goodwill and flexibility that exists within the principal / board employment relationship

### **6. Mentor Principal**

The parties acknowledge that there has been a significant amount of work undertaken during the term of the 2007-2010 PPCA around the development of a

mentor principal role as a component of the development of career pathways for principals and to address issues around professional support for principals. The parties commit to continuing to investigate potential ways to progress this work jointly.

7. Removal Expenses

The parties acknowledge that the intent of the provision is that reimbursements will be made for costs in relation to the sale and purchase of the principal's primary place of residence and not for holiday homes or investment properties but note that, in giving effect to the intention of the clause, consideration may be given to an individual principal's circumstances.



## **Signatories**

This agreement has been signed by the parties on the 17<sup>th</sup> day of January 2011.

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

Neil Hammond

Secretary for Education  
by its duly authorised representative

Sam Quin