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## **Secondary Principals' Collective Agreement 2011 - 2013**

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## Part One - Application of the Agreement

### 1.1 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 Post Primary Teachers' Association (NZPPTA); and
- (c) The Secondary Principals' Association of New Zealand Inc (SPANZ).

1.1.2 In terms of section 74(6) of the State Sector Act 1988 (as amended by the Employment Relations Act 2000), this agreement is binding on:

- (a) principals employed in State or State integrated secondary schools, as defined in 1.4.1(g), who are or who become members of the NZPPTA or who have given or who give their bargaining authority to SPANZ;
- (b) every employer of a principal described in clauses 1.1.2(a).

1.1.3 In relation to new boards of trustees the parties agree that:

- (a) where a new board of trustees of a school is created from the establishment of a new State secondary (including integrated) school or the amalgamation or merger of any employers bound by this agreement, then the new board shall in terms of clause 1.1.2(b) also be bound by this agreement;
- (b) any board bound by this agreement in terms of clause 1.1.2(b) which whilst remaining a State secondary (including integrated) school changes its name shall remain bound by this agreement;
- (c) in accordance with section 74 (6) of the State Sector Act (as amended by the Employment Relations Act 2000), any board employing a principal who authorises the NZPPTA or SPANZ to represent them shall become bound by this agreement.

1.1.4 In relation to new appointments to the position of principal of a secondary school the following provisions will apply:

- (a) where the principal is a member of the NZPPTA or has given their bargaining authority to SPANZ, the principal shall be employed according to the terms of this agreement and shall become bound by it;
- (b) where the principal is not a member of NZPPTA nor has given their bargaining authority to SPANZ, the principal shall be employed according to the terms of this agreement for the first 30 days, advised that she/he may join either NZPPTA or SPANZ and how to contact them and informed that if she/he joins either organisation, she/he shall become bound by this collective agreement.

1.1.5 All previous contracts or agreements shall be superseded by this agreement.

## **1.2 Name of Agreement**

1.2.1 This Agreement shall be called the Secondary Principals' Collective Agreement and referred to as "the agreement".

## **1.3 Term of Agreement**

1.3.1 This agreement is effective from 11 February 2011 and shall expire on 29 March 2013, except as provided by section 53 of the Employment Relations Act 2000.

## **1.4 Definitions**

1.4.1 The following definitions apply unless the agreement otherwise specifies:

- (a) "Advertised" means advertised in the *Education Gazette*;
- (b) "NZPPTA", means the New Zealand Post Primary Teachers' Association and "union" or "association" shall have the same meaning;
- (c) "Employer" or "board" shall mean a board of trustees or where a Commissioner has been appointed under Part 9 of the Education Act 1989 to act in place of the board of trustees, the Commissioner. *Note: In relation to a dispute about the interpretation, application or operation of this agreement, the employer shall act, if the State Services Commissioner and/or the Secretary for Education acting under delegation so requires, together or in consultation with the State Services Commissioner and/or the Secretary for Education;*
- (d) "Employee" means a principal who is, or who becomes bound by this agreement under its coverage provisions;
- (e) "Principal" shall mean a secondary school teacher who has been fully registered or provisionally registered or registered subject to confirmation by the Teachers Council and who has been appointed to the position of principal of a secondary school;
- (f) "SPANZ" shall mean the Secondary Principals' Association of New Zealand Inc;
- (g) "Secondary school" shall mean a year 9-13 (form 3-7) or a year 7-13 (form 1-7) school. This includes junior high schools and senior high schools.

## **1.5 Declaration Pursuant to State Sector Act**

1.5.1 Pursuant to section 75 (1) 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 collective agreement are actual conditions of employment provided that the Secretary for Education may from time to time give concurrence to the salary rates or allowances being treated as minimum rates where there is agreement to this between the employer and the principal.

***Note:** Where an individual employee had such a concurrence issued by the State Services Commissioner or the Secretary for Education on the coming into force of this agreement, that concurrence is rescinded and the employee's board will need to reapply to the Secretary for Education. Further information on concurrences can be found on the Ministry of Education's Website at [www.minedu.govt.nz/employmentagreements](http://www.minedu.govt.nz/employmentagreements)*

## **1.6 Variation Clause**

- 1.6.1 The parties agree that the terms and conditions contained in this agreement may be varied at any time by written agreement between NZPPTA and SPANZ on behalf of employees bound by this agreement and the Secretary for Education, acting under delegation from the State Services Commissioner made pursuant to section 23 of the State Sector Act 1988; any such variation thereby binding employers of employees covered by the agreement in accordance with section 74(6)(a) of the State Sector Act 1988 (as amended by the Employment Relations Act 2000).

## **1.7 Retirement Savings**

- 1.7.1 Principals are eligible to join Kiwisaver schemes in accordance with the terms of those schemes.
- 1.7.2 Employer or government contributions to retirement or superannuation schemes which are closed to new members (and include the Teachers' Retirement Savings Scheme, the State Sector Retirement Savings Scheme and the Government Superannuation Fund), shall continue in accordance with the terms of those schemes.
- 1.7.3 A principal can receive an employer contribution to only one retirement scheme. A principal can choose which scheme that employer contribution shall go to and is advised to consider the terms and conditions of each scheme in exercising that choice.

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## **Part Two - General Provisions**

### **2.1 Responsibilities of the board**

- 2.1.1 The board shall act as a good employer in all its dealings with the principal. For the purposes of this agreement a good employer is an employer who treats employees fairly and properly in all aspects of their employment.
- 2.1.2 The board shall ensure that a performance agreement with the principal is in place and undertake an annual performance review as outlined in part four of this collective agreement.
- 2.1.3 The board shall take all reasonable steps to ensure that the principal is provided with adequate resources to fulfil the responsibilities and duties required of the principal under this collective agreement.

### **2.2 Responsibilities of the Principal**

- 2.2.1 The principal shall honestly and diligently carry out the duties and responsibilities as set out in the job description provided to them by the board on appointment and shall work such reasonable hours as may be required for them to do so. It is recognised that this may necessitate more than 40 hours per week.
- 2.2.2 The principal shall not, except so far as may be necessary for the proper performance of the principal's duties and responsibilities, or as may be required by law:
  - (a) disclose to any person any confidential or official information that has come to the principal's knowledge in the course of the performance of the principal's duties and responsibilities;
  - (b) use or attempt to use any such confidential or official information for the principal's own personal benefit, or for the benefit of any other person or organisation, or in any manner whatsoever.
- 2.2.3 Upon the termination of employment, the principal shall deliver to the board any confidential or official information, and any other property of the school, the board or the Crown which may be in the principal's possession or under the principal's control.

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

- 2.3.1 Attention is drawn to Part 7A of the State Sector Act 1988 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.

### **2.4 Advertising Positions**

- 2.4.1 All positions of at least one year's duration shall be advertised nationally.

### **2.5 Permanent Positions**

- 2.5.1 All appointments to advertised positions shall be permanent unless there are genuine reasons based on reasonable grounds for appointment for a fixed term.

## **2.6 Health and Safety**

- (a) The parties recognise the importance of ensuring good and safe working conditions through Health and Safety in the workplace and that it is a mutual obligation of the employer and employees to achieve this through a participative approach.
- (b) To this end, the employers and employees' attention is drawn to the Health and Safety in Employment Act 1992. This and other legislation, relevant Codes of Practice and Guidelines are the reference points for gaining a common understanding of what those obligations are, what will assist in meeting those mutual obligations and also in promoting best practice.
- (c) Where a principal's health and safety is shown to be at risk in the carrying out of her/his duties the employer shall take all reasonable steps as are necessary to remove or minimise the identified risk for the principal and if appropriate, to do so in consultation with the relevant health and safety authorities.

## Part Three - Remuneration

- 3.0** A principal's remuneration shall include the U Grade rate, the staffing funding component, the decile payment (where applicable), the payment for Leadership and Realising Youth Potential, the High Priority Principals' Allowance (where applicable) and the Secondary Principals' Career Allowance made under clause 4.4 (where applicable).

### 3.1 Principals' Salaries

- 3.1.1 The following U grade rates shall apply:

U-Grade	Roll size	Rates -
1	1-50	\$74,125
2	51-100	\$82,260
3	101-150	\$89,090
4	151-300	\$96,071
5	301-500	\$103,052
6	501-675	\$107,042
7	676-850	\$111,196
8	851-1025	\$115,353
9	1026-1200	\$118,178
10	1201-1400	\$121,003
11	1401-1600	\$125,125
12	1601-1800	\$129,248
13	1801-2000	\$133,103
14	2001-2,200	\$136,959
15	2,201-2,400	\$140,334
16	2,401+	\$143,708

- 3.1.2 The staffing funding component (subject to the note below) is generated by the relevant formula below:

<p>Rates</p> <p>Total Teacher Staff = 13; staffing funding = (\$690 x Total Teacher Staff) + \$2,686</p> <p>Total Teacher Staff &gt; 13; staffing funding = (\$136 x Total Teacher Staff) + \$10,263</p>
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The staffing funding component is based on total teacher staffing that includes entitlement, attached and resource 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.

*Note: Any principal who continues to be eligible for the grandparenting of the previous supplementary grant formula as per the conditions of the promulgated*



*Secondary Principals IEC 1998, shall have this formula used to calculate the salary entitlement under 3.1.2. This shall be subject to any conditions relating to that grandparenting that were applied at that time.*

- 3.1.3 Principals in decile 1-4 schools shall also receive a payment in addition to 3.1.1 and 3.1.2, according to the following tables:

Decile 1 or 2 schools

U Grade	Rates
1	\$3,633
2	\$4,123
3	\$4,472
4	\$4,821
5	\$5,171
6 and 7	\$5,380
8 and 9	\$5,800
10 and 11	\$6,079
12, 13, 14, 15 & 16	\$6,289

Decile 3 or 4 schools

U Grade	Rates
1	\$1,817
2	\$2,061
3	\$2,235
4	\$2,411
5	\$2,585
6 and 7	\$2,690
8 and 9	\$2,900
10 and 11	\$3,039
12, 13, 14, 15 & 16	\$3,144

### 3.1.4 Leadership in Realising Youth Potential

- (a) Each principal of a secondary school shall be entitled to:
- (i) a per annum payment, paid fortnightly, of \$3500;
  - (ii) a per student payment of \$3.00 per annum, paid fortnightly, for each Year 11-15 student.

These payments are in recognition of the work that principals will do to develop and implement actions to increase the retention, engagement, and achievement of students in secondary schooling, help young people build on their qualifications when they leave school, and to progress along clear pathways into sustainable employment.

- (b) No student may create more than one \$3.00 payment in any one year. Foreign fee paying students and adult returning students are excluded from the per student payment in 3.1.4(a)(ii).

*Note: The roll for determining this payment shall be set annually and be the greater of the GMFS roll or the March 1 confirmed roll of the following year.*

## 3.2 Definition of roll

- 3.2.1 For the purposes of determining a principal's U grade as per 3.1.1 and 3.1.3 "roll" shall mean the greater of the GMFS roll or the 1 March roll of the following year, 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.

### **3.3 Expenses**

- 3.3.1 The principal shall be entitled to reimbursement of the actual and reasonable expenses incurred by the principal in the proper performance of the principal's duties in accordance with the reimbursement provisions applying to teachers in the school and as specified in the applicable Secondary Teachers' Collective Agreement or as may be approved by the board. Reimbursement shall be made out of the school's operational funds.
- 3.3.2 Removal expenses shall be available to the principal and funded by the Ministry as provided for in Part 10 of this agreement.

### **3.4 Changes to U Grade and Decile Funding**

- 3.4.1 Where the salary rate of the principal as specified in clause 3.1.1 changes as a result of a drop in the U grade of the position (determined by the greater of the GMFS roll or the confirmed 1 March roll of the following year) and the principal's salary exceeds the rate for the new U grade, the following shall apply:
- (a) the amount of the principal's U grade payment above the rate for the new U grade will be protected for a period of 24 months inclusive of the school year that the new U grade is confirmed in the 1 March roll;
  - (b) after the 24 month period of U grade protection, the principal shall be paid no more than the appropriate U grade for the position;
  - (c) U grade protection under this clause shall lapse if the principal accepts an alternative position or is appointed to a new position in another school.
- 3.4.2 Where the U grade of the principal's position increases, (as determined by the greater of the GMFS or the confirmed 1 March roll of the following year), the principal will move to the new U grade rate from the beginning of the new school year in which the 1 March roll is determined.
- 3.4.3 For clarity, salary protection includes the U grade (3.1.1) and any applicable decile rating (3.1.3). It does not include the salary generated by the staffing funding component formula in 3.1.2, the Secondary Principals Career Structure allowance (4.4) and the payment for leadership in realising youth potential (3.1.4).
- 3.4.4 In the event of a change in the school's decile rating the change in the decile rate will be effective from the beginning of the following year; except that where the change to the decile would reduce the decile rating of the principal, the existing rate will be protected for a period of 24 months from the first day the change takes effect.

### **3.5 General**

- 3.5.1 The remuneration received by the principal pursuant to this agreement shall be deemed to compensate fully the principal for all time worked and duties performed under this agreement.
- 3.5.2 Nothing in this agreement shall affect the principal's entitlement to continue making contributions to the Government Superannuation Fund and to receive all benefits that the principal may be entitled to under the Government Superannuation Fund Act.
- 3.5.3 Nothing in this agreement shall affect the principal's entitlement to continue making contributions to the SSRSS and TRSS and other government approved retirement savings schemes and to receive all the benefits that the principals may be entitled to under these schemes.
- 3.5.4 It is noted that the rules for the retirement schemes differ with regard to the components of remuneration which form part of the contributions to the schemes.

### **3.6 High Priority Principals' Allowance**

The High Priority Principals' Allowance (HPPA) provisions below shall apply to principals employed in those secondary schools identified by the Ministry of Education as requiring additional support for recruitment and retention. The schools identified by the Ministry are those set out in separate advice and may be changed by the Ministry as needs change, no more than annually, after consultation with the NZPPTA and SPANZ.

- (a) Full-time fully registered teachers employed as principal on a permanent or long-term relieving basis of two consecutive terms or more shall be entitled to receive the allowance of \$3000 per annum.
- (b) Principals moving to a school which has been designated as a HPPA status are entitled to either the transfer and removal provisions of this agreement or the National Relocation Grant. On completion of a minimum of three years' continuous service in one or more HPPA schools a principal shall have access to the transfer and removal provisions of this Agreement when moving from this category of school to another principal position in a state or integrated school.
- (c) In the event that a school is removed from the HPPA coverage, a principal in receipt of the HPPA immediately prior to that change, shall continue to receive the allowance until the end of the school year. Principals so affected shall retain their entitlement to the transfer and removal provisions of this Agreement for a further three years.

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## Part Four - Professional Leadership and Annual Performance Review

### 4.1 Performance Agreement

#### 4.1.1

- (a) The board shall put in place an annual performance agreement and carry out a review (appraisal) of the principal every year.
- (b) The purposes of this process are to ensure the principal is aware of the board's objectives, assist the principal's professional learning and development and improve/acknowledge performance (i.e. it is about both accountability and development).
- (c) The performance agreement shall reflect the school's strategic and annual plans and the principal's job description and shall take into account the professional standards (as appended at the back of this agreement), the preceding year's review report where relevant and the New Zealand Teachers Council criteria for registration as a teacher.
- (d) The performance agreement and review process is an integral part of the professional criteria by which a principal may advance in professional leadership through the career stages of 4.4.
- (e) The performance agreement shall be in writing and a signed copy kept by both the board and principal.

#### 4.1.2

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

- (a) objectives for that year including relevant professional standards;
- (b) a professional learning and development plan for the principal to identify strategies and support (including any agreed resourcing) to enable the principal to carry out his/her responsibilities, meet the objectives and improve professional knowledge and performance; and
- (c) the process and criteria, as per 4.2 below, by which the principal's performance is to be reviewed for that year.

#### 4.1.3

- (a) Every endeavour shall be made by the board and principal to reach agreement on a performance agreement that is acceptable to both of them.
- (b) Where this has not been achieved the board or the principal may seek professional advice to assist them.
- (c) Where a performance agreement acceptable to both parties is not achieved, the decision of the board in relation to the contents of the performance agreement for that year will be final. In such circumstances the principal shall have the right to attach written comments including any professional advice obtained under (b) above and/or noting any objectives that he/she considers

unreasonable, to the performance agreement which shall be considered during the review or other proceedings.

## **4.2 Performance Review**

### **4.2.1**

- (a) The board will carry out the annual review of the principal's performance in accordance with the annual performance agreement.
- (b) The review is in relation to the objectives in the performance agreement and to professional standards.

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

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

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

### **4.2.5**

- (a) The board will, in consultation with the principal, prepare a final report based on the review.
- (b) The principal shall have the opportunity to comment on the final report, but is not obliged to do so.

## **4.3 Working relationship**

4.3.1 Where there is a problem in the working relationship between the principal and the board (including individual board members) that has not been informally resolved and is to the detriment of the school, the board, in consultation with the principal, may consider appointing a suitably qualified independent person to mediate or facilitate between the parties and/or undertake an impartial and objective assessment of the concern(s).

## **4.4 Secondary Principals' Career Structure**

- (a) This clause outlines a career progression for secondary principals who meet the professional criteria as affirmed by their board and the service criteria. Payments made under this clause are to encourage and recognise individual professional growth, leadership and contribution of a secondary principal.
- (b) Provided that the principal has entered into a performance agreement and undertaken an annual review as in clauses 2.1.2 and 4.1 within the last 12 months, principals covered by this collective agreement will be entitled to a career allowance based on clauses 4.4(c) – (j) and the following service and professional criteria:

Stage	Service criteria	Professional criteria
1 – Initial principalship	<ul style="list-style-type: none"> <li>Minimum of 3 years continuous service as a principal in a New Zealand State or State Integrated Secondary School</li> </ul>	<ul style="list-style-type: none"> <li>Meeting the requirements of the performance review/agreement (as in clause 4.1 and 4.2)</li> <li>Completion of the First Time Principals' Programme (or similar)</li> <li>Participation in a professional learning and development plan which may involve (but is not limited to) mentoring, professional supervision, study or a professional learning and development project aligned with school goals.</li> </ul>
2 – Experienced principal	<ul style="list-style-type: none"> <li>Minimum of 6 years continuous service as a principal in a New Zealand State or State Integrated Secondary School</li> </ul>	<ul style="list-style-type: none"> <li>Meeting the requirements of the performance review/agreement (as in clause 4.1 and 4.2)</li> <li>Participation in a professional learning and development plan that demonstrates professional growth, including pedagogical leadership. This could be through further tertiary study/qualifications, a sabbatical project or professional learning project in own school context.</li> </ul>
3 – Leading principal	<ul style="list-style-type: none"> <li>Minimum of 9 years continuous service as a principal in a New Zealand State or State Integrated Secondary School</li> </ul>	<ul style="list-style-type: none"> <li>Meeting the requirements of the experience principal (as above)</li> <li>Contribution to or leadership of a learning or professional community that contributes to the wider education sector.</li> </ul>

- (c) The board of trustees is responsible for affirming that the principal meets the professional criteria, after which one of the following career allowances shall be made and will be paid fortnightly. A principal can only receive one payment under 4.4(d) at any one time.
- (d) The career allowances will be phased in for each stage as follows:
- (i) From the date that this collective agreement was signed by the parties, secondary principals who meet the service and professional criteria for stage one will be entitled to an annual career allowance of \$3500. Those principals who had met the requirements of the now deleted clause 3.1.4 of the Secondary Principals' Collective Agreement 2007-2010 and who are receiving that experience payment as at the date the agreement is signed will move directly to stage one. Boards will receive confirmation of their principal's eligibility from the Ministry of Education.
  - (ii) From 1 July 2011, secondary principals who meet the service and professional criteria for stage two will be entitled to an annual career allowance of \$7000.

- (iii) From 1 July 2012, secondary principals who meet the service and professional criteria for stage three will be entitled to an annual career allowance of \$10,500.
- (e) For the purposes of this clause continuous service is not broken by a gap in principalship of up to three years. Service as a principal in a New Zealand State or State Integrated area school shall be included in the calculation of service under the service criteria, provided that at the time of applying the principal has completed at least a year in a New Zealand State or State Integrated secondary school.
- (f) Service will not be counted for periods of time spent:
  - (i) on leave without pay;
  - (ii) on secondment (other than as a principal in another school);
  - (iii) as supernumerary in a teaching role;
  - (iv) as a relief or acting principal (except where the acting or relief principal moves directly to a substantive principal role).
- (g) When there is a break of more than three years service before reappointment as a secondary principal, previous experience as a principal shall be credited as one half year of service for each complete year of principalship (that would otherwise be eligible as service for this allowance), allowing the principal the possibility of moving directly to any of the three career stages providing she/he meets the relevant professional criteria, provided that:
  - (i) at the time of eligibility she/he has completed one year in their current position;
  - (ii) that while they were on the break for three years or more the principal consistently maintained their teacher registration;

Where the principal does not meet these requirements, three years service must be completed prior to the previous experience as a principal being credited as one half year of service for each complete year of principalship (that would otherwise be eligible as service for this allowance).
- (h) At the date this agreement is signed principals who have met the service criteria of stage one (or higher) but have not participated in a First Time Principals' Programme and who are no longer eligible to do so shall demonstrate through their professional learning and development plan that they have participated in professional learning activities similar to the First Time Principals' Programme.
- (i) A principal who is undergoing corrective action pursuant to clause 6.2.2 or 6.3 of this agreement shall not receive the career allowance from the commencement of the procedure until such time as the corrective action has successfully been completed at which time the career allowance recommences.

- (j) To maintain eligibility for the career allowance, every three years the principal's board of trustees must re-affirm that the principal meets the service and professional criteria and has undertaken a performance agreement and annual review within the previous 12 months (consistent with clause 4.1 and 4.2).



## Part Five - Leave

### 5.1 Eligibility

- 5.1.1 Only principals appointed to permanent positions are entitled to the leave provided in this part, unless otherwise stated.

### 5.2 Sick Leave

#### 5.2.1 Entitlement

A principal who is granted on application leave of absence on account of sickness or injury not arising out of or in the course of the principal's employment shall be entitled to sick leave on pay for a period or periods not exceeding a total amount determined in accordance with the scale set out in the following table. The period of sick leave due at any time shall be the amount specified in the following table, less the total amount of sick leave with pay that the principal has already taken during her/his teaching service.

Length of total teaching service	Aggregate period for which sick leave on pay may be granted during teaching 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) In exceptional circumstances the board may grant sick leave with pay in excess of the periods prescribed in the table set out in this clause (5.2.1) in anticipation of future entitlements, provided that no extension may be granted beyond 306 days.
  - (b) For the purposes of this clause (5.2.1), disregarded sick leave not exceeding an overall aggregate of two years may be granted under conditions prescribed by the Secretary for Education.
  - (c) Notwithstanding this clause (5.2.1), retired principals have a new sick leave entitlement based on service from the date they commenced teaching after their retirement.
- 5.2.2 The sick leave entitlement is to be administered in accordance with the same rules as applying to teachers in the school.
- 5.2.3 Disregarded sick leave not exceeding an overall aggregate of two years shall be granted by the Secretary for Education in the following circumstances:
- (a) The sickness can be traced directly to the conditions or circumstances under which the principal is working; or

- (b) 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
  - (c) In the opinion of the Secretary for Education, the absence was due to war injury or to war service; or
  - (d) 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 Ministry of Health. In the case of hepatitis, however, the period of disregarded sick leave is the time that the principal's doctor decides is necessary for the principal to remain away from school.
- 5.2.4 An board 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 5.2.1 above if the principal enters, or is placed on a waiting list for entry to, a recognised institution.
- 5.2.5 Notwithstanding 5.2.4 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 5.2.3 above, where they have been in continuous employment before the date of application and have been medically examined before entry into the teaching service.
- 5.2.6 No deduction is to be made from the holiday pay of principals for periods of sick leave without pay for periods not exceeding three months (90 days) in any one school year. Where the total amount of sick/accident leave without pay is in excess of three months (90 days) the deduction is based on the period subsequent to the three months (90 days). The initial three months (90 days) are unaffected. In order to receive the benefits of holiday pay for periods of sick leave without pay, a principal must first have used her/his current sick leave entitlement. Principals with current entitlements to sick leave are not covered by the non reduction in holiday pay provisions if they apply to receive sick leave without pay instead. They should be advised of this when notified of the approval.
- 5.2.7 The board may allow a principal who has been on sick leave to return to duty on a reduced hours basis if the principal's doctor so recommends and provides a medical clearance, and there would be no staffing problems for the school. This arrangement should not, however, normally be allowed to continue for more than six weeks. The following provisions apply:
- (a) The daily hours not worked are to be aggregated and debited against sick leave on the basis of a five-hour day.
  - (b) Whole days or half-days of absence are to be debited as whole or half-days.

- (c) When the absence is on account of injury by accident and earnings related compensation is payable to the principal, normal pay is to continue and the Secretary for Education is to obtain reimbursement of earnings related compensation from the Accident Compensation Corporation in accordance with the usual procedures.
- (d) If the accident was work related there is no debit against sick leave entitlement. However, if the accident was non-work related, the sick leave entitlement is debited to the extent to which the salary payable for time actually worked plus the earnings related compensation is made up to give normal full salary (provided, of course, the principal has a sick leave entitlement available).

### **5.3 Parental Provisions**

5.3.1 Birth in this section means the birth of a child whether live or stillborn, within the meaning of the Births, Deaths, Marriages and Relationships Registration Act 1995.

#### **5.3.2 Maternity Leave**

A principal who is pregnant is entitled to maternity leave without pay. Leave may commence at any time during the pregnancy subject to the principal giving the board 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.

- (a) A female principal with 12 months or more service as a teacher or principal, but excluding any periods of teachers' college or university training, shall be entitled to 12 months' leave from the date of birth. The amount of leave taken shall be at the election of the principal.
- (b) A female principal with less than 12 months' such service shall be entitled to six months' leave from the date of birth and may be granted up to six months' additional leave at the discretion of the board.
- (c) A female principal intending to legally adopt a child under the age of 12 months shall, subject to satisfactory evidence, be entitled to maternity leave from the date of assuming responsibility for the child as if paragraph (a) or (b) above applied. The requirement of one month's notice does not apply.

5.3.3 The principal's position shall be held open (subject to transfer and redeployment provisions) for the duration of maternity leave. If a relieving principal is employed it will be a condition of the relieving appointment that it will be terminated by the board concerned within one month from the date that the permanent incumbent gives notice of intention to return to work early. A principal must give her board at least one month's notice if it is her intention to return to work before maternity leave expires. This provision shall not apply in the case of a woman who has had a miscarriage or a stillborn child. In such cases the principal may elect to return to work immediately.

5.3.4 A principal intending to resign because of pregnancy must be advised of her right to take maternity leave.

### 5.3.5 Maternity Grant

- (a) Maternity grant is payable to female principals on production of a birth certificate or evidence of an approved adoption placement, whether she is granted 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 appropriate authority 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. 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.

### 5.3.6 Parental Leave – Other Principals

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

### 5.3.7 Sick Leave During Pregnancy

Periods of illness due to pregnancy prior to the birth may be charged against the principal's sick leave entitlement. Normal rules for sick leave with regard to production of a medical certificate apply. Once the principal has commenced parental leave, any day(s) of sickness must be leave without pay and in no circumstances may a principal have an absence during or following the birth of the child credited against her sick leave entitlement.

## 5.4 Bereavement/Tangihanga Leave for Death in New Zealand or Overseas

- 5.4.1 Principals shall be granted leave with pay to allow a reasonable opportunity to discharge their obligations and/or to pay their respects to a deceased person with whom they have 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).
- 5.4.2 In granting time off therefore, and for how long, the following points must be taken into account:
  - (a) The closeness of the 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 the 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) A decision must be made as quickly as possible so that the principal is given maximum time possible to make any arrangements necessary. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary;
- (f) If paid special leave is not appropriate then leave without pay should be granted.

5.4.3 If a bereavement occurs while a principal is absent on annual leave, sick leave with pay, or other special leave with pay, such leave may be interrupted and bereavement leave granted in terms of clauses 5.4.1 and 5.4.2 above. This provision will not apply if the principal is on leave without pay.

## **5.4 Nga Whakarite Tuku Tangihanga**

5.4.1 Mo te mate i roto o Aotearoa, ki tawahi ranei.

5.4.2 Ka taea te tuku i tetahi kaiako me te utu ano hoki, kia watea ki te whakarite i nga ahuatanga ki te whakatakoto i tona aroha ranei ki tetahi tupapaku, i tino tata atu mohiotia hoki e ia. Tera pea nona ake, he whanaunga tonu ranei, i raro i nga ahuatanga a iwi ranei kia tae atu ki tetahi wahanga, ki te katoa ranei o te wa o te tangihanga, hura kohatu, etahi atu tikanga a rite ranei.

5.4.3 No reira mo tenei tu ahua tuku, me te roa o te tuku kia watea, me whai i nga ahuatanga e whai ake nei:

- (a) Te tata atu o te kaiako ki te tupapaku (kia mohio: tenei tata e ki ana me toto tonu nou);
- (b) Mehemea he wahanga nui ta te kaimahi ki te whakahaere, kaore ranei, i nga whakariterite mo te tangihanga;
- (c) Te wa tuku kia watea e hiahiatia ana, mo enei whakahaere, whakariterite hei mahi mana;
- (d) Me whakaaetia tetahi wa e tika ana mo te haere atu hoki mai, engari mena he haere ki tawahi kaore pea e whakaritea mo te katoa o te haere, hoki mai ano hoki;
- (e) Kia tere tonu te whakatau i te tono kia tere ai te watea o te kaiako ki te whakariterite i nga mea katoa e pa ana ki a ia. I te nuinga o enei tu ahuatanga ka hoatu tonutia te whakaae, engari i etahi wa, kua tae kua hoki mai ke te kaimahi ki te tangihanga, i mua o te hoatutanga i te whakaae mena e tika ana;
- (f) Mehemea kaore e tika ana kia whiwhi i tenei tuku whakawatea me te utu hoki, tera pea ka whakaaetia kia tangohia atu i o whakawatea (hararei) a tau, whakawatea mo te kore utu ranei, engari koinei te mutunga.

5.4.4 Mehemea ka pa mai he aitua ki tetahi kaiako i te wa o tana whakawatea a tau, o tana whakawatea a turoro (me te utu), o etahi atu whakawatea hirahira (me te utu) ranei, ka taea te whakatarewa i taua whakawatea, kia pai ai te tuku whakawatea tangihanga ki a ia i raro o te ture 5.4.1–5.4.2 i runga ake nei. Kaore tenei whakaarotanga e tukuna mehemea kaore te kaiako i te utua mo te wa whakawatea.

## **5.5 Leave for Family Reasons**

5.5.1 A principal may be granted leave for family reasons subject to meeting the requirements as provided for in clauses 5.5.2–5.5.5 below. Relieving principals may be granted leave for family reasons as for permanent principals.

- (a) Definition – for the purposes of clause 5.5, the terms “near relative” and “near relative-in-law” mean the principal’s: Grandparents, Father-in-law, Sons-in-law, Grandchildren, Mother-in-law, Daughters-in-law  
The terms do not exist beyond those degrees of relationship.

### **5.5.2 Serious Illness**

- (a) A principal may be granted leave with pay on account of serious accident or a crisis in a severe illness of a:
  - (i) partner, child, parent, brother or sister – two days;
  - (ii) a near relative, near relative-in-law or a member of the principal’s household – one day.
- (b) The maximum period of leave on full pay that may be granted for this purpose, including travelling time, is seven days.

### **5.5.3 Leave for Sickness in the Home**

- (a) The board may grant a principal leave with pay as a charge against a sick leave entitlement when the principal must be absent from work to attend to a member of the household who through illness becomes dependent on the principal. Members of the household may include the principal’s child, partner, or any other member of the principal’s family or household.
- (b) Approval is not to be given for absences during or in connection with the birth of a principal’s child. Such situations should be covered by leave without pay, paternity leave, annual leave or anticipated annual leave.

### **5.5.4 Recurring Serious Illness**

When a principal applies for several periods of leave because of recurring illness in the family the board has a discretion as to how many times leave with pay is granted in the same school year, having regard for the welfare of the school or class concerned.

*Note: The production of a medical certificate or other evidence of illness may be required in the case of leave granted in terms of clauses 5.5.2, 5.5.3 and 5.5.4.*

### **5.5.5 Important Family and Other Occasions**

A principal may be granted one day's paid leave per year plus traveling time in terms of clause 5.8 below for the following occasions:

- (a) Their own wedding or that of their child, a sibling, parent, grandchild or grandparent;
- (b) Their parents' golden or diamond wedding anniversary;
- (c) Their own ordination, vice-regal investiture, admission to the bar or capping or that of their partner, child, sibling or parent;
- (d) Attendance at court for an adoption order;
- (e) Rosh Hashonah and Yom Kippur for principals of the Jewish faith.

## **5.6 Refreshment Leave**

5.6.1 Subject to 5.6.2 below, upon application, a principal shall be entitled to one school term of unpaid refreshment leave after three years' service in the school and up to one year of such leave after five years' service in the school.

5.6.2 Entitlement to refreshment leave is subject to:

- (a) The principal providing reasonable notice to the board of their intention to take refreshment leave; and
- (b) The board's ability to find a suitable reliever to fill the vacancy created by the principal taking the leave. A suitable reliever is an individual who will be able, to the satisfaction of the board, to relieve in the school during the period of the principal's leave. The board shall use reasonable endeavour to find a suitable reliever. Reasonable endeavour in this context does not mean advertising regionally or nationally, except as required in this agreement. It does not require the board to place more than one advertisement; and
- (c) The principal not being subject to current competence or disciplinary processes under this agreement or previous agreement at the time that leave is sought.

5.6.3 Time off on refreshment leave will not count for the purposes of sick leave or holiday pay calculations or for entitlement to public holidays.

5.6.4 A principal may not take up employment in another state or integrated school while on refreshment leave. This restriction does not preclude a principal on refreshment leave agreeing to undertake occasional day-relief duties.

5.6.5

*Note: The qualifying periods set out in 5.6.1 for refreshment leave relate solely to this provision and do not apply to any other forms of leave.*

## **5.7 Special Leave**

5.7.1 Special leave of absence with or without pay may be granted to a principal subject to meeting the requirements as provided for in clauses 5.7.2 – 5.7.9 below. The special leave provisions apply to full-time permanent and long-term relieving principals.

### 5.7.2 Court Proceedings

Except when principals are pursuing their own interests or where answering charges against themselves, the board will grant leave with pay when a principal is required by subpoena to attend court proceedings as a witness or to serve on a jury; provided that where fees for service are paid, these fees shall be repaid to the board for repayment to the Public Account.

### 5.7.3 Candidates in General Elections

The provisions of the Electoral Act 1993 and its amendments shall apply.

### 5.7.4 Sports Leave

Where such leave is approved by the board, principals are entitled to leave with pay for overseas sports tours, inter-provincial fixtures, national championships and international competition within New Zealand subject to the following maxima per any 12 month period:

- (a) overseas tours – up to four weeks;
- (b) inter-provincial fixtures and national championships – up to six weeks;
- (c) international competition within New Zealand – one day for assembly and training, plus two days' traveling time, plus the day or days of the fixture.

Provided that relieving principals may apply for leave to be granted as for permanent principals.

### 5.7.5 Cultural Leave

Where such leave is approved by the board, principals participating in recognised cultural activities within New Zealand or outside New Zealand are entitled to leave with pay on the same conditions as for sports leave. Provided that relieving principals, except those employed on a casual basis for only a few days at a time, may apply for leave to be granted as for permanent principals.

### 5.7.6 Meetings of Statutory and Local Authorities

- (a) Principals may be granted, by the board, leave with pay plus necessary traveling time to attend meetings of statutory, local, Māori and other authorities (or in other circumstances leave without pay may be granted to attend such meetings).
- (b) For the purposes of clause 5.7.7(a) the following are recognized Māori authorities/organisations:
  - (i) New Zealand Māori Council;
  - (ii) Māori Women's Welfare League;



- (iii) Tribal Trust Boards;
- (iv) Iwi authorities;
- (v) Runanga-A-Iwi.

#### 5.7.7 Study and Examination Leave

- (a) The board may approve leave without pay for pre-examination study and shall approve leave on pay for time spent sitting examinations plus necessary traveling time.
- (b) The board shall grant leave on pay to principals who are awarded a prestigious scholarship or fellowship (as defined by the Secretary for Education from time to time) for the duration of the contract plus reasonable traveling time.

#### 5.7.8 Miscellaneous Leave

Leave with or without pay may be granted for the following purposes subject to the criteria set out below being met:

- (a) Where a principal is prevented from traveling from their home to work because of an emergency situation outside of the control of the principal (up to seven days' leave with pay may be granted) provided that this provision is for emergencies only. Approval shall not be given where the principal has advance notice or in circumstances where the principal could be reasonably expected to have foreseen the situation arising. Where practicable the principal is to inform the school of the reasons for the absence and is required to return to duty as soon as possible. Full details of the case shall be submitted.
- (b) Search and Rescue. Where a principal is a member of an authorised search and rescue organization and is requested by a responsible authority to take part in a search and rescue operation (leave with pay). Written evidence of the principal's participation in the search from the appropriate authority mentioned above is to be submitted to the board.
- (c) Outward Bound. Principals selected for Outward Bound courses should, if possible, take the course during the long vacation. Where there are overlaps with term time and the board supports the principal's attendance leave with pay up to one week may be granted.
- (d) Where a principal is participating in an overseas tour by a school party approved by the board (leave with or without pay for the duration of the tour).
- (e) Rotary Group Exchange Tours
  - (i) A principal selected to go on a Rotary group study exchange tour may, provided that they spend one full week of the tour on studies directly related to their position and, on their return produce a full report of these studies, be granted one week's leave on full pay. All applications for this leave must be approved by the board. In no circumstances shall leave with pay be granted in excess of one week.

- (ii) Leave with pay shall not be granted for Rotoract study tours.

(f) Other Forms of Leave

- (i) Nothing in this agreement limits the facility for the principal to apply to the board for leave with or without pay in any circumstances not specified.
- (ii) Nothing in this agreement shall limit the authority of the board to grant to the principal such special leave, whether with or without pay, as the board considers appropriate to enable the principal to undertake professional development training. The board shall have regard to the need to ensure that the principal receives training appropriate to the requirements of the position.

## **5.8 Traveling Time for Leave Purposes**

5.8.1 Where specifically approved in this agreement traveling time with pay for a period of up to seven days (exclusive of public holidays) may be granted subject to the following conditions:

- (a) Leave for traveling can only be granted if the principal is required to travel when the school is open;
- (b) The quickest and most direct means of travel shall be used;
- (c) No traveling time is granted for a journey that is preceded by leave without pay or for a return journey that is followed by a period of leave without pay.

## **5.9 Leave Records**

5.9.1 Leave records for principals should clearly indicate all sick leave, leave without pay, periods of special leave and periods during which accident compensation may be granted.

## **5.10 Annual Leave**

5.10.1 The principal shall be entitled to 25 days paid annual leave per annum. Annual leave shall normally be taken when the school is closed for instruction. Such leave shall be taken at a time or times agreed with the school board that will not unreasonably impinge upon the proper performance of the principal's responsibilities and duties under this agreement.

5.10.2 Clause 5.10.1 does not limit the ability of the board and principal to make such arrangements regarding the attendance of the principal at the school during any period or periods when the school is closed for instruction, and the principal is not on annual leave, as the parties consider appropriate and consistent with their responsibilities under this agreement or at law.

5.10.3 Leave due under clause 5.10.1 shall be taken in the year in which it falls due, except where the board and the principal agree, in writing, that the unused entitlement may be carried over to the following year.

## **5.11 Public Holidays**

- 5.11 Where a principal is required by a board to work on a public holiday, they will receive an additional 0.5 salary for the day, plus a day in lieu, pursuant to section 50 of the Holidays Act 2003.

## **5.12 Sabbatical Leave Scheme**

- 5.12.1 A sabbatical leave scheme for principals will apply according to the following;

- (a) There will be 50 sabbaticals awarded for the 2011 year.
- (b) There will be 45 sabbatical leave positions awarded annually from 2012.
- (c) Each period of sabbatical leave granted will be of ten weeks duration paid at the rate of the principal's normal pay.
- (d) From 2012 the period of ten weeks for each secondary principal sabbatical leave may, with the boards's approval, be taken in two blocks during one school year. The blocks must be whole weeks in duration, with the minimum block being three weeks.

- 5.12.2 Entitlement to the sabbatical is subject to:

- (a) service of at least five years as a secondary (and/or area school) principal in the state sector;
- (b) application by the principal which has the support of their school board; and
- (c) the submission of a proposal of work to be undertaken during the sabbatical leave.

- 5.12.3 The Ministry of Education, the NZPPTA, SPANZ and the NZSTA jointly develop the criteria for the scheme and its operation. The award of the sabbatical leave will be by a panel with representation from the four parties.

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## **Part Six - Disciplinary Provisions**

### **6.1 General Provisions / Process**

- 6.1.1 The following principles shall be used in addressing complaints, discipline, and concerns regarding competence, to ensure that such matters are, in the interests of all parties, fully and fairly addressed:
- (a) where issues or concerns arise the board shall initiate informal discussions with the principal in an attempt to resolve the matter in an informal manner. This applies following receipt of a complaint and /or concern(s) being raised. This occurs prior to formally commencing a disciplinary or competency process, unless the nature of the complaint or concern(s) is such that this would be inappropriate;
  - (b) questions of competence, conduct and discipline should be handled in a manner which, as far as possible, protects the mana and dignity of the principal concerned. Principals may seek whanau, family, professional and / or other support in relation to such matters (refer Schedule B).

### **6.2 Competency**

- 6.2.1 Where there are matters of competency which are causing concern (for example failing to meet the secondary principals' professional standards), the board shall put in place appropriate assistance and guidance to assist the principal and for that purpose, may seek such appropriate professional advice as may be required.
- 6.2.2 Where this assistance and guidance has not remedied the situation, the board shall initiate a competency process and the following provisions should govern the action to be taken:
- (a) the principal must be advised in writing of the specific matter(s) causing concern and what, if any, corrective action is required.
  - (b) the principal is to be given a reasonable opportunity to remedy the matter(s) causing concern. This timeframe shall be determined by the board, may take into account any previous support or guidance, and shall be relevant to the matter(s) causing concern;
  - (c) the process and results of any evaluation are to be recorded in writing, sighted and signed by the principal;
  - (d) a copy of any report made to the board shall be given to the principal;
  - (e) no action shall be taken on a report until the principal has had a reasonable time to comment (in writing, orally or both);
  - (f) if the above steps (a-e) fail to resolve the matter(s) of concern, the board may, where justified, dismiss the principal without notice and pay him/her two months salary in lieu, without the need to follow the provisions of 6.3 below; and

- (g) a copy of any report given to the New Zealand Teachers Council shall be given to the principal.

### **6.3 Discipline**

6.3.1 For the purposes of this part, the term misconduct includes:

- (a) any material breach of the terms of this agreement; or
- (b) any continued non observance or non performance of any of the terms of this agreement; or
- (c) any offence for which the principal may be proceeded against by way of indictment; or
- (d) any conduct by the principal (whether within the principal's professional capacity or otherwise) that is unbecoming of a principal or which demonstrates that the principal is unfit to remain in the position of principal.

6.3.2 The principal must be advised of the right to have representation at any stage.

6.3.3 The principal must be advised in writing of the specific matter(s) causing concern and be given a reasonable opportunity to provide an explanation. Before making a final decision, the board may need to make further inquiries in order to be satisfied as to the facts of the specific matter(s) causing concern.

6.3.4 If the misconduct is found to have occurred then the corrective action(s) that may be imposed, following an opportunity for the principal to comment, include:

- (a) counselling and/or mentoring intended to assist the principal amend his/her conduct and/or change particular behaviours;
- (b) a verbal or written warning that includes advice of any corrective action required to amend his/her conduct and a reasonable opportunity to do so; and
- (c) a final written warning which includes advice of any corrective action required to amend his/her conduct and given reasonable opportunity to do so.

6.3.5 The board may also consider that the misconduct warrants dismissal with or without notice.

6.3.6 The process and any resulting action(s) are to be recorded, then sighted and signed by the principal, and placed on his/her personal file.

6.3.7 A copy of any report made to the board or provided to the New Zealand Teachers Council shall be given to the principal.

### **6.4 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 while the allegations are investigated.

- (b) The board shall not, unless there are exceptional circumstances, suspend the principal without first allowing the principal a reasonable opportunity to make submissions to the board about the alleged misconduct and the appropriateness of suspension in all of the circumstances. The board shall take into account any submissions made by the principal before determining the matter of suspension.
- (c) The board shall use its best endeavours to ensure that the period of suspension is kept to the minimum possible time consistent with ensuring that the allegations of misconduct are properly investigated and that the principal is treated fairly.
- (d) If the allegation that led to suspension is found to be without substance the principal shall, unless he/she has resigned in the interim, be entitled to resume duties immediately and, if suspended without pay, to have that pay reinstated from the date of suspension.

## **6.5 Dismissal**

- 6.5.1 The board may, after applying the principles and processes of 6.1 and 6.2 or 6.3 above, terminate the employment of the principal by giving two months' notice of termination or he/she may be dismissed without notice and paid two months' salary in lieu. In the case of a finding of serious misconduct, the board may dismiss without notice.

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## **Part Seven - Termination for Medical Reasons**

### **7.1 Termination for Medical Reasons**

- 7.1.1 Without limiting the generality of interpretation of part 6, the board may terminate the employment of the principal by giving such written notice to the principal as it deems appropriate if as the result of mental or physical illness the principal is, in the opinion of the board, rendered incapable of the proper performance of the principal's duties and responsibilities under this agreement.
- 7.1.2 Before taking any action under this clause the board shall, at its expense, require the principal to undergo a medical examination by a registered medical practitioner nominated by the board or, if the principal wishes, two medical practitioners one nominated by the board and the other by the principal, and shall take into account any report or recommendations made available to it as a result of that examination and any other relevant medical reports or recommendations which it might receive or which may be tendered to it by or on behalf of the principal.
- 7.1.3 A principal may apply to retire for medical reason, i.e., mental or physical illness, where the principal has a medical opinion verifying that the principal is rendered incapable, currently and in the future, of the proper performance of the principal's duties and responsibilities under this agreement.
- 7.1.4 Before agreeing to the application for medical retirement the board may require, at its expense, require the principal to undergo a medical examination by a registered medical practitioner nominated by the board, or, if the principal wishes, two medical practitioners, one nominated by the board and the other by the principal. The board shall take into account any report or recommendations which it might receive or which may be tendered to it by or on behalf of the principal when making its decision whether or not to grant medical retirement.
- 7.1.5 Where the employment is terminated for medical reasons as provided for in clauses 7.1.1 or 7.1.3 the principal shall be entitled to receive either:
- (a) Any unused sick leave as provided for in clause 5.2.1 of this agreement and annual leave entitlement which would have accrued during the period for which the sick leave has been paid out; or
  - (b) three months salary in lieu of notice.
- whichever is the greater together with any outstanding leave due in terms of clause 5.10 of this agreement.
- 7.1.6 The board may temporarily relieve the principal of his/her duties and responsibilities under this agreement where:
- (a) the board has required the principal to undergo a medical examination under clause 7.1.2; and

- 
- (b) the results of the medical examination under clause 7.1.2 support a course of action less than the termination of employment under clause 7.1.1;

and the board considers that it is in the best interests of the school.

- 7.1.7 Where the principal is temporarily relieved from duty under clause 7.1.6, the principal shall be placed on sick leave on pay unless all the sick leave to which the principal is entitled under clause 5.2.1 has already been used in which case the sick leave shall be without pay.
- 7.1.8 If the medical examination required under clause 7.1.2 does not provide adequate medical reasons for the decision of the board to temporarily relieve the principal from duty, or to terminate the employment, the board shall forthwith permit the principal to return to duty and shall in respect of the period during which the principal was temporarily relieved from duty:
  - (a) reinstate any sick leave taken by the principal during that period;
  - (b) reimburse the principal for any loss of salary during that period.



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## **Part Eight - Disestablishment**

### **8.1 Disestablishment**

- 8.1.1 From the start of the 2004 school year in the situation of a merger or amalgamation of schools, the principals' positions in all the affected schools shall be disestablished. The new position of principal in the merged or amalgamated school shall be advertised pursuant to the State Sector Act 1988 (as per clause 2.3, 2.4 and 2.5).
- 8.1.2 Where the staffing requirements within the school have been reviewed by the board (including as a consequence of the school's amalgamation, merger, change of status, and/or closure), and a permanent principal's position is to be disestablished, no less than three months notice in writing of this shall be given by the board to the principal and the provisions of Schedule A shall apply.
- 8.1.3 Where the staffing requirements within the school have been reviewed by the board (including as a consequence of the school's amalgamation, merger, change of status, and/or closure), and a fixed term principal's position is to be disestablished; the employee will be paid to the earlier of the following dates:
- (a) The last day of the fixed term agreement.
  - (b) The school amalgamation, merger, change of status, and/or closure date where 3 months notice is given or the fixed term employment commences within 3 months of that date.
  - (c) 3 months from notice in writing:
- together with any annual leave owing.

## **Part Nine - Resignation**

### **9.1 Resignation**

- 9.1.1 The principal's employment may be terminated at any time by the principal giving to the board not less than two months written notice, unless a shorter time is mutually agreed.

## Part Ten - Removal Expenses

### 10.1 Eligibility

10.1.1 Providing that where the provider contracted by the Ministry is used for the transfer of effects and transit insurance if transfer and insurance is required, a principal who holds a permanent position is eligible for removal expenses in the following circumstances:

- (a) Appointment on promotion  
Promotion is defined as an appointment to a principalship of a higher U grade or an appointment from a base scale teaching position.
- (b) Appointment to a permanent position in a staffing incentive or high priority teacher supply school, or shifting from a staffing incentive or high priority teacher supply school to a permanent position, or a long-term relieving position for a period equal to four school terms or more, in another state or integrated school, provided that:
  - (i) A principal must have completed three years' continuous service in a staffing incentive or high priority teacher supply school or continuous service in more than one staffing incentive or high priority teacher supply school totalling three years;
  - (ii) If the school loses its staffing incentive status during the period of the principal's employment the entitlement to removal expenses on appointment out of the school is still valid as long as the principal fulfils the three years service requirement;
- (c) Protected country service  
Those principals who held an entitlement to removals from a country service school when the former country service provisions were replaced by the staffing incentives package, preserve that entitlement and retain it for their next position in the education service.
- (d) Principals returning from sponsored schemes overseas  
A principal returning to a New Zealand appointment following service overseas as part of a government to government contract is eligible for removal expenses incurred within New Zealand.
- (e) Removal within same locality  
Where a principal who occupies a school residence which is replaced or is being extensively renovated and the house has to be vacated, or a principal who occupies a private residence and is required by the board to move to a school residence, provided that a principal and any dependants who are required to board during renovations shall receive a rent subsidy.
- (f) Principals on long-term specialist courses of at least one academic year's duration:
  - (i) A principal who has been granted leave by their Board and has to move to attend a Ministry of Education approved long-term specialist course;

- (ii) A principal moving to her/his first permanent appointment after the course is completed.
- (g) A secondary principal moving to a school that has a lower U-Grade, and a lower decile to the principal's current school (provided that the principal has been employed (as the principal) in their current school for at least the last 3 years).
- (h) Miscellaneous:  
A principal who loses or is about to lose a position through no personal fault (e.g. through disestablishment, closure, amalgamation or translation of a school) is entitled to removal expenses.
- (i) In exceptional circumstances the Secretary for Education may exercise discretion and confirm eligibility for removal expenses for a principal who does not meet the criteria outlined in 10.1.1 (a) to (g) above.
- (j) Reimbursements will only be made for costs in relation to the sale and purchase of the principal's nominated primary place of residence and not for holiday homes or investment properties.

## **10.2 Entitlement**

- 10.2.1 Principals eligible for removal expenses under clause 10.1 of this Part are entitled to the following expenses, grants and allowances as appropriate as specified below in clauses 10.3 -10.12.
- 10.2.2 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 in clauses 10.3-10.12 and based on itemised receipts.

## **10.3 Travel Expenses**

- 10.3.1 The following travel expenses are refundable:
  - (a) Taxi fares to and from transport;
  - (b) Cost of meals en route;
  - (c) Cost of overnight board if stopover unavoidable;
  - (d) When traveling by own transport, payment of motor vehicle allowance rates as follows:
    - (i) Motorcar 62 cents per kilometer
    - (ii) Motorcycle 20 cents per kilometer
  - (e) Equivalent surface fare for driving a second car or motorcycle which is part of the household effects to the new location provided that the fare would otherwise have been paid under this contract.

## **10.4 Accommodation Expenses**

10.4.1 Accommodation expenses shall be paid for the accommodation of a principal and any dependants from the time of moving from the former location until permanent accommodation is obtained in the new location.

10.4.2 When moving personal expenses are allowable to cover meals, accommodation, and such other expenses as the board may approve, for the principal and any dependants as follows:

- (a) From the commencement of the journey, up to two days if necessary;
- (b) On arrival at destination, up to seven days if necessary.

10.4.3 When dependants are boarding

When approval has been given by the Ministry of Education for a principal and any dependants to board either together or in different localities, and a home is no longer being maintained at the former location, assistance may be granted in accordance with the following provisions:

- (a) In the first instance, a refund of personal expenses as set out in 10.4.2 above;
- (b) At the expiration of this period, an accommodation allowance of the amount by which actual and reasonable board and lodging expenses exceed 45% of gross remuneration. "Gross remuneration" means classified salary plus any allowance in the nature of salary. This is calculated on the consecutive day basis;
- (c) If the principal and any dependants stay at a motel and they purchase and prepare food, a rent subsidy may be paid. When meals must be taken in a restaurant, payment of the amount by which the total of rent and meals exceeds 45% of gross salary may be paid. The total cost is not to exceed scale relieving allowance rate payable to teachers in the school in terms of the applicable secondary teachers' collective agreement.

10.4.4 When Maintaining Home at Former Location

A principal on transfer who is required to maintain the home and any dependants at the former location until suitable housing is obtained in the new location, shall be granted an accommodation allowance as follows:

- (a) For the first month, up to a maximum of the rate of the relieving allowance payable to teachers in the school in terms of the applicable secondary teachers' collective agreement;
- (b) For the second month, up to a maximum of two thirds of the rate of the said relieving allowance;
- (c) For the third month, up to a maximum of one third of the rate of the said relieving allowance;

- (d) Principals staying at a motel and preparing their own meals may be paid an assessed amount for food not exceeding one quarter of the scale relieving allowance rate, plus motel charges. The total cost is not to exceed scale relieving allowance rate;
- (e) The incidentals allowance payable to teachers in the school in terms of the applicable secondary teachers' collective agreement shall also be paid to cover incidental expenses not otherwise recoverable. The allowances commence on and from the day the principal arrives at the new location;
- (f) When the principal finally obtains suitable accommodation in the new location and any dependants then move, the assistance set out in clause 10.4.2 is granted.

#### 10.4.5 Rent Subsidy

- (a) Assistance with rental accommodation may be considered on the merits of each case if a principal on transfer is experiencing difficulty in finding permanent housing.
- (b) The subsidy will be granted only in respect of a short-term tenancy. The amount of the subsidy will be the excess of the rental over one-sixth of the principal's gross salary. The period of subsidy is limited to three months.
- (c) Furniture storage charges may be met while the principal is on a rent subsidy.

#### 10.4.6 Outgoings on Former Home

- (a) If the principal and any dependants are occupying temporary accommodation at the new location (and the principal receives a rent subsidy), pending the sale of the former home and the purchase of another, then interest, rates and insurance on the former home shall be taken into account while it remains unsold and unoccupied. In these circumstances, the outgoings on the principal's house may be added to the rent of the temporary house, and the subsidy calculated on the combined total. Only mortgage interest may be included, not loan principal repayments, and this will usually require inquiry, as outgoings quoted by claimants almost always include installments of loan principal.
- (b) If a principal is required to rent a house at the new location before liability for rent at the previous location has ceased, resulting in the payment of double rent, a rent subsidy equal to the lower of the two rents may be paid.

### 10.5 Furniture Removal

- 10.5.1 Packing, transporting and unpacking of the principal's household effects will be undertaken by a provider contracted to the Ministry for the transfer of principals' effects and transit insurance.

### 10.6 Amount of Refund

- 10.6.1 Where a principal qualifies for an accommodation allowance or rent subsidy, this will include the provision of storage. Reimbursement will be made for the cost of inter-island transport and marine insurance for up to two vehicles and one towed vehicle.

## **10.7 Legal Fees and Land Agent's Commission**

- 10.7.1 A principal with an entitlement to removal expenses shall be reimbursed for legal fees and land agent's commission provided that when a principal sells a house at the former location and buys another at the new location within two years of the date of the new appointment, or sells at the former location and builds and takes occupation of a house at the new location within two years of the date of the new appointment, actual aggregated expenses for legal fees and land agent's commission combined up to \$11,000 maximum shall be paid.

(a) Legal fees

The refund of legal fees shall be either:

- (i) when principal sells a house at the former location within two years of the date of the new appointment, but does not buy another, actual expenses up to \$950; or
- (ii) when a principal buys or builds a house at the new location within two years of the date of the new appointment without having sold a house at the former location, provided it is not the first time the principal has owned a house, actual expenses up to \$4,000 maximum.

(b) Land agent's commission

When a principal sells a house at the former location within two years of the date of the new appointment but does not purchase or build another house at the new location within the two year period, actual expenses up to \$6,300.

(c) Two year limitation

Normally all transactions (selling, buying or building) must be completed within two years of the date of transfer to qualify for a refund of expenses.

(d) Sale of home prior to appointment in another position

Where a principal anticipates securing a position where full removal expenses are payable, and sells their home before this actually occurs the principal will be eligible for a refund of legal and land agent's fees. This is subject to a two year limitation period as in clause 10.7.1(c) above commencing from the date of the sale of the house. The refund of land agent's and legal fees will not be made until and unless the principal is appointed and takes up another position.

(e) Purchase and sale of land

A refund of legal fees and land agent's commission will be made as follows:

- (i) When a principal has previously owned a house or land and purchases land following transfer to another locality with the intention of building a house for the principal's own use and transfers again before the house

is built, assistance is granted towards the cost of legal expenses and land agent's commission in the purchase and sale of the land up to \$3,800.

- (ii) When a house or land has not been owned previously and a principal subsequently purchases land at one locality and transfers again before building, assistance will be granted towards the cost of legal expenses up to \$500 and land agent's commission up to \$2,000 in the sale of the land as follows:

*Note:*

*(1) Sale of land in a previous locality must be effected within two years of transferring to a new location.*

*(2) Purchase of land must have been effected not more than two years after the previous transfer and not more than two years before the subsequent transfer.*

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

## **10.8 Penalty Mortgage Repayment Charges**

- 10.8.1 Penalty charges which may arise because of the termination of a mortgage before the completion of the term of the loan will be refunded up to a maximum of \$2,400.

## **10.9 Transfer Grants**

- 10.9.1 A principal who is entitled to removal expenses and required to shift household shall be paid a transfer grant of \$1000 and uniform grant of \$300 for each child attending a secondary or intermediate school for whom a different uniform is required to be purchased (in terms of that new school's policy) because of a change of school.

## **10.10 Leave to Remove Dependants and Effects**

- 10.10.1 When a principal has left dependants at the former location pending the finding of suitable housing, a refund of actual and reasonable travel expenses may be approved by the Secretary for Education to permit the principal to return to the former centre to assist with the transfer of their dependants and effects.

## **10.11 Payment of Expenses to Visit Prospective Accommodation**

- 10.11.1 A principal may claim expenses in connection with a visit to inspect prospective accommodation.

## **10.12 Telephone Reconnection Charges**

- 10.12.1 Telephone reconnection charges for one installation shall be refunded when a principal has transferred and is eligible for transfer expenses.

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

*Note: The provisions of Part 10 shall be applied in accordance with any administrative conditions that were in effect at the commencement of this agreement or modifications to the administrative conditions made as a result of this agreement. Nothing in these provisions shall be read as extending*



*any entitlement beyond that which existed at the commencement of this agreement except as may be expressly agreed to by the Secretary for Education after consultation with the NZPPTA and SPANZ.*

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## Part Eleven - Employment Problem Resolution Procedures

### 11.1 Employment Problem Resolution Procedures

11.1.1 Wherever possible the principal and the board agree to use reasonable effort to resolve employment problems including personal grievances or disputes as quickly and close to the source of the matter as possible. If the matter cannot be resolved informally by direct discussion between the board and the principal then either party may invoke either:

- (a) The services available under the Employment Relations Act 2000, which include access to the mediation service in the first instance, followed by resolution by the Employment Relations Authority if the matter is not resolved through mediation; or
- (b) An arbitration process as provided for under section 155 of the Employment Relations Act 2000. In terms of section 155(3) of that Act, submission of an employment relations problem to arbitration does not:
  - (i) prevent any of the parties from using the mediation services or applying to the Employment Relations Authority or the Court in accordance with the Act; or
  - (ii) otherwise affect the application of the Employment Relations Act.

11.1.2 Where the principal wishes to raise a personal grievance with the board the provisions of sections 102 to 128 of the Employment Relations Act 2000 apply. In summary, the principal must raise the grievance with the employer within 90 days. The 90 day period begins on the latter of either:

- (a) the date on which the action alleged to amount to a personal grievance occurred;
- (b) the date on which the action alleged to amount to a personal grievance came to the principal's attention.

11.1.3 Section 114 of the Employment Relations Act allows that where the principal wishes to submit a personal grievance to the board after the 90 days has elapsed the consent of the board is required. If the board does not consent to such a request when made, the principal may seek a ruling from the Employment Relations Authority about whether the submission is allowed outside the 90 days. The Employment Relations Authority may allow a late submission if it finds that there are exceptional circumstances (as defined in the Employment Relations Act 2000) and it considers it just to do so.

11.1.4 In accordance with section 103 of the Employment Relations Act 2000 the term personal grievance means any claim that an employee may have against the employer or former employer because of a claim:

- (a) that the employee has been unjustifiably dismissed; or

- (b) that the employee's employment, or one or more conditions of the employment (including any condition that survives the 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 the membership or non membership of a union or employees organisation.

11.1.5 The terms discrimination, sexual harassment, racial harassment, and duress as used in this agreement have the meanings given to them by sections 104, 105, 106, 107, 108, 109, and 110 of the Employment Relations Act 2000 and are neither limited nor extended by their use in this agreement.

11.1.6 In terms of section 112 of the Employment Relations Act, if the principal has a personal grievance claim that entitled the principal to make a complaint under the Human Rights Act 1993, the principal may, if the matter is not otherwise resolved (for example through mediation or discussion) either:

- (a) apply to the Employment Relations Authority for resolution of the grievance; or
- (b) make, in relation to those circumstances, a complaint under the Human Rights Act 1993.

11.1.7 The principal may take one of the steps outlined in 11.1.6 but not both. For the purposes of 11.1.6 (b) above, the principal has made a complaint when the Complaints Division referred to in section 12(1) of the Human Rights Act 1993 accepts the complaint for investigation or conciliation.

11.1.8 Further information concerning the problem resolution processes available from the Department of Labour under the Employment Relations Act is contained in Schedule B.

## **Part Twelve - Miscellaneous**

- 12.1 Any written notice to be given under this agreement may be served personally or by registered mail addressed to the respective other and in the case of the board at the school office, and in the case of the principal at the principal's last known residential address.
- 12.2 This agreement shall be construed and take effect in accordance with the laws of New Zealand.
- 12.3 The board and the principal will abide by the privacy principles contained in the Privacy Act.

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## **Appendix A – Terms of Settlement**

11 February 2011

### **SECONDARY PRINCIPALS' COLLECTIVE AGREEMENT** **TERMS OF SETTLEMENT**

#### **1. Term (clause 1.3)**

From 11 February 2011 to 29 March 2013.

#### **2. Concurrence**

In order to assist employers and employees understand their opportunities and obligations around concurrence for principal terms and conditions, the note to clause 1.5 has been rewritten.

#### **3. Responsibilities of the Board (clause 2.1)**

A new sub clause (2.1.2) was introduced to this clause.

#### **4. Leadership in Realising Youth Potential (clause 3.1.5)**

From the date that the collective agreement is signed by the parties the Leadership in Realising Youth Potential per annum payment will increase from \$2,000 to \$3,500 and be payable to all secondary principals.

#### **5. Translation payment**

A payment of \$2000 will be made, soon after the new collective agreement comes into force; to all principals covered by the Secondary Principals' Collective Agreement who have completed five or fewer years of service as the principal in a year 9-13 (form 3-7) or a year 7-13 (form 1-7) school, (and junior high schools and senior high schools), on 28 January 2011 (service shall be defined as for the Secondary Principals' Career Structure – clause 4.4).

This payment is contingent on the introduction of the Secondary Principals' Career Structure and the other agreed changes in the collective agreement, and recognises that secondary principals are translating to a new career structure, which involves the removal of the individual payment for experience in role, and that they have forgone increases in U-grade, and staffing based salary component to achieve this.

#### **6. Performance (part 4)**

Part four was expanded and rewritten.

#### **7. Introduction of a Secondary Principals' Career Structure (new clause 4.4)**

A new career structure for secondary principals comes into effect from the date that the collective agreement is signed by the parties. This career structure is to support growth of professional leadership and build capacity across the secondary sector and to encourage and recognise individual professional growth, leadership and contribution of secondary principals.

The structure involves payment of an on-going secondary principals' career allowance made to individual secondary principals who meet specific criteria at three successive stages as outlined in 4.4.

Underpinning progression within this career structure is the ongoing performance agreement and performance review outlined in the rewritten clauses 4.1 and 4.2, where review and an agreed professional learning and development plan is integral to the future development of both the principal and school.

Secondary principals will be eligible to progress through the three stages after 3, 6 and 9 years continuous service as the principal in a year 9-13 (form 3-7) or a year 7-13 (form 1-7) school, (this includes junior high schools and senior high schools), subject to meeting and maintaining the professional criteria as affirmed by boards at each of the thresholds.

As part of the introduction of the Secondary Principals' Career Structure, the parties have agreed to the deletion of the Individual Payment for Experience from the date that the collective agreement is signed by the parties. A principal cannot receive the experience payment in clause 3.1.4 (of the 2007-2010 SPCA) while receiving a career allowance.

The parties have agreed to meet approximately six months prior to the expiry of the collective agreement to discuss how the new career structure, and any related matters, have developed and operated.

## **8. Sabbaticals (clause 5.11)**

From 2012 the number of secondary principals' sabbaticals will reduce from 50 to 45.

From 2012 the period of ten weeks for each secondary principal sabbatical leave may, with the employer's approval, be taken in two blocks during one school year. The blocks must be whole weeks in duration, with the minimum block being three weeks.

## **9. Disciplinary and Competency (part 6)**

Part 6 was expanded and rewritten.

## **10. Transfers and removals (part 10)**

The parties have agreed to extend this clause to cover experienced secondary principals who have at least three years continuous service and who move to a school that has both a lower decile and lower U-grade. The parties also agreed to some minor technical changes to ensure that expenses are claimed for houses that are the principal's nominated principal place of residence, and to align the provisions with current resourcing guidelines that state that a lump sum payment would be payable.

**The parties agree that the items above, plus the attached collective agreement (subject to any agreed editorial changes) shall form the Terms of Settlement for the Secondary Principals' Collective Agreement 2011-2013. Other changes therein include defining 'secondary school' in clause 1.4, specifying notice requirements for both permanent and fixed term positions in the case of the disestablishment of the principal's position in clause 8.1 and including the Professional Standards for Secondary Principals.**

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## **SIGNATORIES**

This collective agreement was signed by the Parties on XXXX 2011

Signed on behalf of the NZPPTA \_\_\_\_\_

Date: \_\_\_\_\_

Signed on behalf of SPANZ \_\_\_\_\_

Date \_\_\_\_\_

Signed on behalf of the Secretary for Education \_\_\_\_\_

Date: \_\_\_\_\_

Witnessed on behalf of the NZSTA \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE A – SCHOOL CLOSURE

1. The principal shall be given written notice of no less than three months of a decision to disestablish his or her position.
2. During the notice period the board shall assist the principal to locate suitable alternative employment in the New Zealand education service, and will meet the reasonable costs of the principal attending relevant interviews where such costs are not otherwise met.
3. Where, prior to the disestablishment of the position:
  - (a) a reasonable offer of employment in the education service is made to the principal; or
  - (b) the principal applies for a position in the education service for which he/she is suitable and declines an offer of appointment to the position;
  - (c) the board's responsibilities under these provisions shall be fulfilled and the principal's employment may be terminated from the date of disestablishment with no payment of compensation.
4. Where the principal is appointed to a suitable alternative position in the education service and a transfer of location is involved the principal shall be entitled to removal expenses in accordance Part 10 of this agreement.
5. Where a reasonable offer of employment is not made prior to the expiry of the notice period the principal shall be offered the following options:
  - (a) Redeployment as a supernumerary teacher for up to 40 weeks;
  - (b) Retraining in a course approved by the Ministry of Education for up to 40 weeks;
  - (c) Severance payment; or
  - (d) Long Service Payment (the intention of this option is to enable the principal to withdraw from the education service).

Details of these options are:

### **Redeployment / supernumerary employment**

Supernumerary employment is employment for a period of up to forty (40) school weeks). A principal whose position is disestablished who has elected to be employed as a supernumerary teacher shall be entitled to supernumerary employment in accordance with the following provisions:

- (a) The principal will be employed as a supernumerary teacher at her/his existing salary for a period of forty (40) school weeks from the effective date of the disestablishment of the position (normally at the beginning of term one of the following year);



- (b) The principal may elect to take up her/his supernumerary employment at the same school or at any other school at the request of the principal and with the approval of the original employer and the board at the other school. A principal employed as a supernumerary teacher shall have no entitlement to any vacancy arising in either the school where employed at the time or the originating school.
- (c) The employee's supernumerary employment shall cease upon appointment to a new position or upon the employee choosing to resign or at the expiration of the forty (40) school weeks, whichever is the earlier;
- (d) Where a supernumerary teacher is appointed to a new permanent teaching or principal position and a transfer of location is involved, that employee shall be entitled to normal removal expenses provisions provided that this entitlement shall be exercised once only for each supernumerary period;

*Note: Attention is drawn to Part 10 in relation to removal expenses.*

### **Retraining**

Where a principal's position is disestablished the principal may elect to take a course of study approved by the Secretary for Education that will enhance or upgrade the principal's skills as a secondary school teacher or principal, provided that:

- (a) The principal will continue to be employed at her/his existing salary for a maximum period of forty (40) school weeks from the effective date of the disestablishment of the position (normally at the beginning of term one of the following year);
- (b) The principal is employed as a supernumerary teacher during this period and has the rights and obligations of a supernumerary teacher except as specifically provided in this clause;
- (c) There is no requirement on the employer to meet any costs and expenses of training, including course fees;
- (d) The principal will provide evidence of attendance at the approved course of study where required by the employer. The employer may make enquiries during the retraining period to establish that the employee is undertaking the approved course of study;
- (e) Where the approved course of study is for a shorter period than forty (40) school weeks the principal is required to attend the school as a supernumerary teacher in periods when the school is open for instruction.
- (f) Where the course of study commences later than the effective date of disestablishment, the principal is required to attend the school as a supernumerary teacher in periods when the school is open for instruction, except in special circumstances approved by the employer;
- (g) Where the principal chooses to withdraw from the course before its completion, further employment shall cease, except where the principal and the

Secretary for Education agree that there was just cause for the withdrawal the employee shall return to the school as a supernumerary teacher for the remainder of the retraining period.

- (h) Where the course of study is completed prior to 40 weeks, the principal may elect to terminate their supernumerary employment with no further compensation.

### **Severance Payment**

- (a) If the principal has up to three (3) years service he/she shall receive three (3) months ordinary pay (taxable salary); or
- (b) If the principal has over three (3) years service and up to five (5) years service he/she shall receive four (4) months ordinary pay (taxable salary); or
- (c) If the principal has five (5) years service and over he/she shall receive six (6) months ordinary pay (taxable salary).

PROVIDED that if the principal, following disestablishment of his/her position commences permanent employment in the education service 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.

### **Long Service Payment**

- (a) If the principal has twenty-five years service or more he/she shall be paid a lump sum of six months ordinary pay (taxable salary) plus one weeks ordinary pay for each complete year of service. The maximum amount payable under this clause shall not exceed salary for one year.

PROVIDED that if the principal, following closure, begins permanent employment in the education service before the expiry of the period of weeks for which a long service payment has been made, the principal shall refund the portion of the long service payment which represents the difference between the period for which the payment was made and the number of weeks without employment.

- 6. "Service" for the purposes of the provisions in clause 5 shall mean:

Service in a full-time capacity as a teacher in any

- State School
- Integrated School
- Kindergarten (within the meaning of the Education Act 1964)
- Technical Institute
- College of Education
- University
- Agricultural College

or, where a proportion of that service was part-time, on the basis that 80 hours equals one month's service and 1,000 hours equals one year's service. Non-permanent or

permanent part-time service of twenty hours per week or more shall be credited as full-time service;

and shall include:

- (a) service credits for childcare, where the principal had resigned or took leave to care for his/her children, on the basis of one third credit for each year of such leave up to a maximum of five years credit;

but shall exclude:

- (b) any period of service in the education service (as defined in section 2 of the State Sector Act 1988) that ended with a payment of severance or long service leave.

**NOTE:**

*For the purposes of section 54(3)(a)(ii) of the Employment Relations Act 2000 it is agreed that in the context of the education service the only situation which may be argued to be a "transfer of the business of the board" would be in the case of an amalgamation or merger to which the provisions above would in any case apply.*

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## **SCHEDULE B - EMPLOYMENT PROBLEM RESOLUTION SERVICES**

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

The Department of Labour provides an independent mediation service to assist in the resolution of employment relationship problems and the smooth conduct of employment relationships generally. The Department also offers mediation assistance for resolving any problems in fixing new terms and conditions of employment. These mediation services are free and are available by contacting an office of the Department of Labour.

Where mediation assistance has been requested, then the mediator will determine the type of mediation having regard to the nature of the problem, the needs of the parties and the importance of resolving problems promptly and effectively. Any documents disclosed or statements made in the course of the mediation in relation to an employment relationship problem are confidential unless otherwise agreed.

A settlement reached in mediation and signed by the mediator at the request of the parties is final, binding and enforceable. This means that neither party can take the matter any further and either party can be made to comply by court order.

If the parties cannot reach a settlement they can ask the mediator, in writing, to make a final and binding decision.

Either party has the right to apply to the Employment Relations Authority to investigate and determine any unresolved employment problems. Either party may have rights of appeal from a decision of the Employment Relations Authority to the Employment Court, and from there to the Court of Appeal.

Please note that under this agreement and under the provisions of the Employment Relations Act 2000, to pursue a personal grievance, one normally needs to have submitted it to the employer within 90 days. The 90 days starts from the earlier of either the day of the action being complained about, or on the day on which the action being complained about first came to attention.

One may submit a late grievance outside the ninety days but if the employer does not consent to this, one would have to apply to the Employment Relations Authority for a ruling about whether or not a late claim may be submitted in what it regards as exceptional circumstances.

Also, some personal grievances can be pursued either as a personal grievance claim, or as a complaint under the Human Rights Act 1993, but not both.

Expert advice should be sought on all these matters if in doubt.

## PROFESSIONAL STANDARDS

The following professional standards were developed in 2009 following consultation with the NZPPTA, SPANZ, NZSTA, Teachers Council and ERO in accordance with section 77C of the State Sector Act. They form part of the principal's performance agreement as detailed in Part 4. Changes to these professional standards can be made under section 77 of the State Sector Act where the Secretary for Education may prescribe matters that are to be taken into account in assessing the performance of principals. To do this, section 77 requires consultation with the NZPPTA and SPANZ, as organisations that represent principals who will be subject to such standards. Readers should check for any updates to the professional standards for Secondary School Principals on the Ministry of Education's website at [www.minedu.govt.nz](http://www.minedu.govt.nz).

### Professional Standards for Secondary Principals

The Professional Standards have been drawn from the Kiwi Leadership for Principals document and educational leadership best evidence. The Standards form a component part of the principal's performance agreement alongside other components such as the school's strategic and annual plans, the principal's job description, and the New Zealand Teachers' Council criteria for registration as a teacher.

These Standards contribute to a framework which assists in assessing and reviewing current practice and in identifying future professional development.

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

Areas of practice	Professional Standards
<b>CULTURE</b> Provide professional leadership that focuses the school culture on enhancing learning and teaching.	<ul style="list-style-type: none"> <li>• With the Board, develop and then implement a school vision with shared goals and values focused on enhanced engagement and achievement (academically, socially and culturally) for all students.</li> <li>• Promote a culture whereby staff members assume 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 heritage 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, multicultural nature 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 in professional practice, through applying critical inquiry and problem solving.</li> </ul>

Areas of practice	Professional Standards
<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</li> <li>• of the New Zealand curriculum documents.</li> <li>• Ensure staff members engage in professional learning to establish and sustain effective teacher / learner relationships</li> <li>• with all students.</li> <li>• Promote and support the gaining of worthwhile qualifications and successful transitions to tertiary education or employment for all students.</li> <li>• Ensure that the review and design of school programmes is informed by school-based and external evidence.</li> <li>• Foster a professional learning community within which staff members are encouraged to be reflective practitioners engaging with research, and feedback on their professional practice.</li> <li>• Ensure the use of best practices for assessment, and analyse and act upon evidence on student learning to maximise learning for all students.</li> <li>• Focus in particular on success in learning for Māori and Pasifika students, students with special education needs, and students at risk of not succeeding at school.</li> </ul>
<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 effective systems 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 finance, property, 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>• Align resource allocation with 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 positive 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>• Ensure regular interaction with parents and the school community on student progress and other school-related matters.</li> <li>• Actively foster positive relationships with other schools and participate in appropriate school networks.</li> </ul>

