



13 December 2022

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Attention: Denise Torrey

Tēnā koe Denise

**The Secretary for Education's offer for the settlement of the Primary Principals' (PPCB) Collective Agreement 2022 to 2024 under the Public Sector Pay Adjustment process**

I am pleased to present the Secretary for Education's offer to settle the Primary Principals' (PPCB) Collective Agreement **PPCA (PPCB)** 2022 to 2024.

*Public Sector Pay Adjustment (PSPA)*

As you are aware, Government and the CTU have continued discussions about the PSPA process in recent weeks to work towards an agreeable framework that allows for revised offers.

The central aim of the PSPA process has been to work towards an aligned increase to remuneration across Public Sector collective agreements. Discussions have intentionally focused on increasing remuneration as a priority, to recognise the uncertain economic times we are in, where many working in the public sector have been impacted by high rates of inflation.

In making this offer, I note the recent significant Government investments in a number of initiatives that contribute towards a highly trained and continuously supported workforce.

For example, the additional one-off funding to first time principals with less than three-years' experience, to support them through the impact of COVID-19; and the development of principals' eligibility criteria to help ensure people have the necessary skills and expertise to be successful within these critical roles.

Work is also still being done on the design and functions of Te Mahau and Te Poutāhū, and support provided to the sector will evolve over time with your input.

*A Well-Paid Career*

Remuneration is a central component to our revised offer under the PSPA. We are proposing to provide an increase of at least \$7,000 over a twenty-four month term for all principals, with an increase of \$4,000 from 1 December 2022 and a further increase of 3% 12 months after this.

This translates to rates that include a 7.2% increase for principals employed in U1 and U2 grade schools equating to a base salary of \$105,031 in year 2; a 6.0% increase for those employed in U8 grade schools (\$145,712 in year 2); and a 5.4% increase for principals employed at the very top of the scale (\$180,518 in year 2).

It means that on the implementation of the initial \$4000 increase, the minimum base salary for a primary principal – excluding allowances, and lump sum payments – will be more than \$100,000 for the first time.

The proposal put forward today builds on previous settlements, where we have seen the base salary scale for primary principals increase by between 20.2% and 11.5% between 2017 and 2021, a period when the CPI increased by 8.2%.

The offer I am making will go towards assisting with the increase in cost-of-living pressures all New Zealanders including principals are currently facing, while acknowledging the critical leadership role principals play in their schools and communities.

Base salary changes are set out in the table below and provided in further detail in Appendix A:

U-Grade	Roll size	Current Rates	Rates in Year 2	\$	%
				Change (cumulative)	Change (cumulative)
U1 & U2	1-100	\$98,031	\$105,092	\$7,061	7.2%
U3	101-150	\$106,170	\$113,475	\$7,305	6.9%
U4	151-300	\$114,489	\$122,044	\$7,555	6.6%
U5	301-500	\$122,808	\$130,612	\$7,804	6.4%
U6	501-675	\$127,564	\$135,511	\$7,947	6.2%
U7	676-850	\$132,515	\$140,610	\$8,095	6.1%
U8	851-1025	\$137,468	\$145,712	\$8,244	6.0%
U9	1026-1200	\$140,835	\$149,180	\$8,345	5.9%
U10	1201-1400	\$144,201	\$152,647	\$8,446	5.9%
U11	1401-1600	\$149,114	\$157,707	\$8,593	5.8%
U12	1601-1800	\$154,028	\$162,769	\$8,741	5.7%
U13	1801-2000	\$158,621	\$167,500	\$8,879	5.6%
U14	2001-2200	\$163,216	\$172,232	\$9,016	5.5%
U15	2201-2400	\$167,237	\$176,374	\$9,137	5.5%
U16	2401+	\$171,260	\$180,518	\$9,258	5.4%

### *Support for wellbeing*

Beyond core remuneration, the Ministry has heard that support for principal wellbeing is a critical component to any settlement for your members to alleviate wellbeing and hauora pressures for your school leaders.

The offer provides an entitlement to a maximum of \$5,000 per annum for each principal to access professional coaching and support from appropriately qualified and approved providers for the term of this agreement.

I propose to begin consulting with you over the development of a programme of providers and support, including details of how principals will be able to access a professional supervisor or coach, by the end of Term 1, 2023.

### *Additional payments*

#### *PPCB Members*

To acknowledge the benefits of a collective agreement and the benefits arising from our relationship, a one-off gross payment of \$750 will be made to PPCB members employed as at a date to be agreed. This will be pro-rated for part-time principals.

#### *All principals*

In year two of the collective agreement, a one-off gross payment of \$500 is made to all primary principals employed as at 1 December 2023. This will be pro-rated for part-time principals.

#### *Sabbaticals*

The Ministry appreciates the value placed by principals on the opportunity to take sabbatical leave, and its positive impact on mitigating workload and burnout concerns for school leaders. I propose to increase the number of sabbatical leave positions available annually to primary principals from 105 to 145. I also offer to consult with you over streamlining the application form for principals accessing sabbaticals, specifically the requirements around the programme outline, time commitments and reporting intentions. Additionally, I offer to explore changes to the way the sabbatical report operates, to reduce and simplify its requirements.

#### *Sick leave*

I have proposed changes to sick leave to ensure compliance with the Holidays Act while providing increased sick leave benefits go over and above the Act so those working in schools can access sick leave when it is most needed.

#### *Secondments*

I support ensuring principals can take up opportunities to be seconded to Te Māhau, Te Tāhuhu o te Mātauranga and other agencies as part of their service to education. I propose that enabling provisions are added to the *Primary Principals' (PPCB) Collective Agreement* that apply when a principal is seconded in these circumstances.

#### *Replacement of Decile based payments with an Equity Index based payment*

I propose that each principal whose school falls within the top 40% of the Equity Index receive a payment based on the Equity Index number of the school multiplied by nine which would be calculated annually. This payment will replace the payment currently made to principals in decile 1 - 4 schools.

The Ministry remains open to discussions to re-shaping this offer.

Nāku noa, nā



Bronwyn Heenan  
**Advocate for the Secretary for Education**

## Appendix A: Terms of Settlement

This section sets out the components of the settlement of the Primary Principals' (PPCB) Collective Agreement **PPCA (PPCB)** 2022 to 2024.

This agreement has been settled between the Secretary for Education and the Primary Principals' Collective Bargaining (PPCB) Union. It shall be subject to ratification by PPCB members pursuant to section 52 of the Employment Relations Act 2000.

The terms outlined in this document are valid for ratification by PPCB provided ratification is confirmed and the new collective agreement is signed no later than 5pm on 6 March 2023.

Terms and conditions will be as outlined the PPCA (PPCB), except as indicated below.

### 1. Term of agreement

The *Primary Principals' Collective Agreement PPCA (PPCB) 2022 – 2024* shall be effective for 24 months from 1 December 2022, provided this agreement is ratified by 6 March 2023.

### 2. Remuneration for principals

The parties agree that the Unified Pay System (UPS) for principals will be renewed for the term of the agreement.

The parties agree that the school roll-based salary (U-grade) component of principals' remuneration will provide two annual increases: (\$4,000 in year 1 and 3% in year 2) to each grade of the scale as shown below:

*School roll-based salary component*

U-Grade	Roll size	Current Rates	Rates effective from 1 December 2022 (+\$4,000)	Rates from 1 December 2023 (+3%)	\$	%
					Change (cumulative)	Change (cumulative)
U1 & U2	1-100	\$98,031	\$102,031	\$105,092	\$7,061	7.2%
U3	101-150	\$106,170	\$110,170	\$113,475	\$7,305	6.9%
U4	151-300	\$114,489	\$118,489	\$122,044	\$7,555	6.6%
U5	301-500	\$122,808	\$126,808	\$130,612	\$7,804	6.4%
U6	501-675	\$127,564	\$131,564	\$135,511	\$7,947	6.2%
U7	676-850	\$132,515	\$136,515	\$140,610	\$8,095	6.1%
U8	851-1025	\$137,468	\$141,468	\$145,712	\$8,244	6.0%
U9	1026-1200	\$140,835	\$144,835	\$149,180	\$8,345	5.9%
U10	1201-1400	\$144,201	\$148,201	\$152,647	\$8,446	5.9%
U11	1401-1600	\$149,114	\$153,114	\$157,707	\$8,593	5.8%
U12	1601-1800	\$154,028	\$158,028	\$162,769	\$8,741	5.7%
U13	1801-2000	\$158,621	\$162,621	\$167,500	\$8,879	5.6%
U14	2001-2200	\$163,216	\$167,216	\$172,232	\$9,016	5.5%
U15	2201-2400	\$167,237	\$171,237	\$176,374	\$9,137	5.5%
U16	2401+	\$171,260	\$175,260	\$180,518	\$9,258	5.4%

### **3. Support for wellbeing**

The parties agree to introduce an entitlement of \$5,000 per annum for each principal to access professional coaching and support from the beginning of Term 2, 2023 for the term of the collective agreement. This is intended to support ongoing coaching, professional learning and development and other opportunities that assist with principals' leadership capability.

This fund will be held by the School Board and be accessed by the principal for the purposes of accessing professional coaching and support in their leadership role. The Ministry will consult with the PPCB over guidelines, including the details of how the programme will operate, and criteria for providers.

### **4. Secondments**

The parties agree to include provisions that ensure the process of seconding principals into sector roles outside of their schools is easier, more accessible, and does not disadvantage those undertaking secondments. The agreed clause wording is included in the attached Annexe.

### **5. Paid Sabbatical Leave**

The parties agree to increase the number of annual sabbatical leave positions available to all primary principals from 105 to 145, applicable from the start of the school year 2024.

The Ministry will consult with PPCB over streamlining the application form for principals accessing sabbaticals, specifically the requirements around programme outline, time commitments and reporting intentions. The parties will also explore changes to the way the sabbatical report operates to reduce and simplify reporting requirements.

### **6. Sick Leave**

The parties agree to improve the existing sick leave entitlements. The agreed clause wording is included in the attached Annexe.

### **7. Additional payments**

*Partnership with PPCB Union - \$750 Lump sum to members employed as at [date]*

The parties recognise the value in their ongoing and productive relationship, including their joint efforts to build an environment in which the teaching profession is highly regarded, sustainable, and is fit for now and the future of learning and that collective bargaining is a key part of those joint efforts.

In recognition of the benefits arising out of the parties' relationship, including PPCB's role in negotiating terms and conditions for primary principals and the contribution of PPCB and its members to the ongoing COVID-19 pandemic response, the parties agree that all full-time principals who are members of PPCB as at [date] and are bound by the PPCA are entitled to receive a one-off gross payment of \$750. The payment will be pro-rated for part-time principals based on their full-time teacher equivalent (FTTE) as at [date].

Members of PPCB who are bound by the PPCA as at [date] and on that day were on approved leave under Part 7 of this collective agreement are entitled, upon application, to receive the one-off gross payment of \$750 on their return providing that they return to their position on or before Term 2, 2023, or before Term 4, 2023 for those on parental leave.

The minimum payment for any eligible principal, regardless of FTTE, will be \$75, and no principal shall receive more than gross \$750 in total. Clause wording is included in the attached

Annexe. This clause wording will be removed in subsequent collective agreements.

*\$500 Lump sum for principals employed as at 1 December 2023*

The parties agree that an additional one-off gross lump sum of \$500 be paid to all primary principals employed as at 1 December 2023. This will be pro-rated according to FTTE for part-time principals.

The minimum payment for any eligible principal, regardless of FTTE, will be \$50, and no principal shall receive more than gross \$500 in total.

This clause wording will be removed in subsequent collective agreements.

Guidance on the lump sums is included in the attached Annexe.

## **8. Replacement of Decile based payments with an Equity Index based payment**

Principals in a school that falls within the top 40% of the Equity Index when it is calculated each year shall receive a payment based on the Equity Index number of the school multiplied by nine. This payment will replace the Decile based component of each principal's remuneration.

Transitional arrangements for this change are set out in the attached clause wording.

## **9. Related matters**

We note that this settlement will be implemented by the Education Payroll by 31 May 2023, providing it is ratified by 6 March 2023.

The parties agree that the terms and conditions in the collective agreement, bar the \$750 lump sum, will be passed on to non-union staff.

## **10. Technical changes**

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

The parties on signing this document acknowledge, subject to any subsequent agreed editorial and technical changes, that this reflects the agreements reached in the settlement of the *Primary Principals' (PPCB) Collective Agreement 2022-2024*.

Signed in Wellington on \_\_\_\_ 2022 by:

Denise Torrey  
**Advocate for Primary Principals'  
Collective Bargaining Union**

Bronwyn Heenan  
**Advocate for the Secretary for Education**

Witnessed:  
Kate Lethbridge / Patrick Ikiua  
**for NZ School Trustees Association**

## CLAUSE WORDING ANNEXE

### Annexe 1: Remuneration

#### 5.1 Unified Pay System

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

##### 5.1.2 Mechanism

- (a) The Secretary for Education shall, within one month of ratification of any collective agreement (or relevant variation thereof) applicable to principals of secondary schools in the state and integrated school sector, notify the PPCB Head of Union of any changes to the roll-based, staffing-based, or decile payment components of principal's remuneration and offer such changes to principals covered by the PPCA (PPCB).
- (b) PPCB Head of Union shall, within one month of receipt of the offer described in clause 5.1.2(a), advise the Secretary whether PPCB wishes to accept such offer. The parties agree that upon receipt of PPCB's acceptance of the offer the PPCA (PPCB) shall be deemed to be varied pursuant to clause 1.6 in the terms outlined in the offer as advised by the Secretary.

5.1.3 Clause 5.1 shall apply from 1 December 2022 to 1 December 2024. Thereafter this clause will cease to apply and shall have no effect.

#### 5.2 Remuneration

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

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

##### *School roll-based salary component*

U-Grade	Roll size	Rates effective 20 August 2021	Rates effective from 1 December 2022 (+\$4,000)	Rates after 12 months (+\$3%)
U1 & U2	1-100	\$98,031	\$102,031	\$105,092

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

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

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

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

## **Annexe 2: Secondments**

### **2.9 Secondments**

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

### **1.4 Definitions**

The following definitions apply unless the Agreement otherwise specifies:

- 1.4.1 "Area school" shall have the meaning ascribed in the Education (School Staffing) Order for the time being in force.
- 1.4.2 "Composite school" shall mean a school classified as a composite school under the Education and Training Act 2020.
- 1.4.3 "Employer" shall mean a School Board (Board) constituted pursuant to the Education and Training Act 2020 (or where a Commissioner has been appointed under sections 170 or 181 of the Education and Training Act 2020 to act in place of the Board, that Commissioner) of a state or state-integrated school that employs employees falling within the coverage as set out in clause 1.1.3.

*(Note: In relation to a dispute about the interpretation, application or operation of this Agreement, the employer shall act, if the Secretary for Education acting under delegation from the State Services Commissioner made pursuant to section 23 of the State Sector Act 1988 so requires, together or in consultation with the Secretary for Education acting in accordance with section 74A (b) of the State Sector Act 1988.)*

- 1.4.4 "Union" shall mean the PPCB.
- 1.4.5 "Primary school" shall mean a school classified as a primary school or an intermediate school under the Education and Training Act 2020.
- 1.4.6 "Principal" shall mean a primary teacher who has been fully certificated or provisionally certificated or certificated subject to confirmation by the Teaching Council of Aotearoa New Zealand (Teaching Council) and who has been appointed pursuant to clause 2.2 to the position of principal.
- 1.4.7 "Reorganised school" is the continuing school/s from the gazetted commencement date of reorganisation. This includes schools that have also decapitated or recapitated in addition to physically merging with another school or schools whether or not there is a change of class or designation.
- 1.4.8 "School reorganisation process" shall mean a process which is Ministry of Education | Te Tāhuhu o te Mātauranga initiated and/or approved by the Minister of Education (Minister) in which the future class, or designation, or structure of a school is being reviewed in conjunction with the future class, or designation, or structure of any other school or schools.

- 1.4.9 "Specialist school" shall mean a school classified as a special school under the Education and Training Act 2020.
- 1.4.10 "Secondment" shall mean a period during which a Principal is on leave without pay from their Employer, in order to undertake fixed term employment with a Specified Education Sector Agency.
- 1.4.11 "Specified Education Sector Agency" means the Ministry of Education |Te Mahau, Te Tāhuhu o te Mātauranga, Education Review Office (ERO), New Zealand Qualifications Authority (NZQA), and New Zealand Council Education Research (NZCER).

#### **4.4 Primary Principals' Career Structure**

- 4.4.1
- (a) This clause outlines a career progression for primary principals who meet the professional criteria as affirmed by their Board in accordance with clause 4.4.1(d) and the service criteria. Payments made under this clause are to encourage and recognise individual professional growth, leadership and contribution of a primary principal. Having met the relevant service criteria, the timing as to when to seek affirmation against the applicable career structure criteria will be established by the Board and the principal.
  - (b) Provided that the principal and the Board as part of the annual performance agreement process has undertaken an annual review as in clause 4.2 within the last 12 months, principals covered by this Agreement will be entitled to a career allowance based on clauses 4.4.1(c)-(n) and the service and professional criteria outlined below.
  - (c) The principal will assemble and present a portfolio of evidence relevant to the criteria of one of the payments to the Board. The portfolio may include evidence such as compliance with ERO improvement recommendations for the school, outcomes of professional learning and/or sabbaticals, goals reflected in the school charter, including strategies for improvements to student learning that reflect the principles of the New Zealand curriculum documents.
  - (d) The Board is responsible for affirming that the principal meets the professional criteria, after which one of the following career allowances in (f) shall be made and will be paid fortnightly. The affirmation process will be in accordance with clause 4.2.2.
  - (e) A principal can only receive one payment under 4.4.1(f) at any one time. The payment will be prorated for part-time principals.
  - (f) The career allowances for each stage are as follows:
    - (i) Primary principals who meet the service and professional criteria for stage one will be entitled to an annual career allowance. The rate of the allowance is \$3,641.
    - (ii) Primary principals who meet the service and professional criteria for stage two will be entitled to an annual career allowance. The rate of the allowance is \$6,763.
    - (iii) Primary principals who meet the service and professional criteria for stage three will be entitled to an annual career allowance. The rate of the allowance is \$9,884.

Criteria	Beginning Principal	Developing Principal (acquiring/acquired)	Experienced Principal (applying)	Leading Principal (sharing)
<b>Service</b>	< 3 years	A minimum of 3 years' continuous service as a primary or area school principal, including any periods of secondment to a Specified Education Sector Agency.	A minimum of 6 years' continuous service as a primary or area school principal, including any periods of secondment to a Specified Education Sector Agency, and meets the requirements of a Developing Principal.	A minimum of 9 years' continuous service as a primary or area school principal, including any periods of secondment to a Specified Education Sector Agency, and meets the requirements of a Developing and Experienced Principal.
<b>Key Components</b>	<b>Meets the requirements of Part 4 of this Agreement.</b> <b>Student Outcomes:</b> Assessment and evaluation data is used to maximise student learning for all students and trend data shows continuing growth in student learning. <b>School Management:</b> School policies are in place and are regularly reviewed. Resources are aligned to strategic goals. <b>Community and Networks:</b> Trust is built between home and school to positively influence student learning and engagement.			
<b>Professional learning and development plans</b>	Professional learning and development plan developed in conjunction with the Board and First Time Principals mentors (or similar).	Participation in a professional learning and development plan that may include: <ul style="list-style-type: none"> <li>• Mentoring</li> <li>• Professional Supervision</li> <li>• Study</li> <li>• Learning and development project aligned with school goals</li> </ul>	Participation in a professional learning and development plan that demonstrates professional growth in: <ul style="list-style-type: none"> <li>• Leadership</li> <li>• Personal learning project in own school</li> </ul>	Contribution to or leadership of: <ul style="list-style-type: none"> <li>• A learning or professional community.</li> <li>• A wider educational sector and principal network.</li> </ul>
<b>Career and personal development</b>	Successful completion of the First Time Principals' Programme or equivalent (as long as such is available)  Seeks appropriate professional learning and development opportunities to improve expertise.	Engages in learning for career/personal growth demonstrated through, for example: <ul style="list-style-type: none"> <li>• Knowledge of research</li> <li>• Successful practice</li> </ul> Seeks appropriate professional learning and development opportunities to improve expertise.	Ongoing commitment to own personal growth demonstrated through, for example: <ul style="list-style-type: none"> <li>• Further tertiary study/ qualifications; or</li> <li>• Sabbatical project; or</li> <li>• Other relevant professional development</li> </ul>	Ongoing commitment to own personal growth demonstrated through, for example: <ul style="list-style-type: none"> <li>• Participation in a Professional Learning Group of other leading principals; or</li> <li>• Further tertiary study/ qualifications; or</li> <li>• Sabbatical project; or</li> <li>• Other relevant professional development.</li> </ul>

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

- (g) For the purposes of this clause, continuous service is not broken by a gap in principalship of up to three years. Service as a principal in a New Zealand state or state-integrated school shall be included in the calculation of service under the service criteria. A special case may be made by a Board to the Ministry of Education | Te Tāhuhu o to Mātauranga to have other principal service included in the calculation of service provided that at the time of applying the principal has completed at least a year in a New Zealand state or state-integrated primary school.
- (h) Service will not be counted for periods of time spent:
  - (i) on leave without pay, other than when on secondment to a Specified Education Sector Agency
  - (ii) on secondment;
    - other than as a principal in another school or to a Specified Education Sector Agency.
  - (iii) as supernumerary in a teaching role;
  - (iv) as a relief or acting principal (except where the acting or relief principal moves directly to a substantive principal role. Note the acting or relief role need not be in the same school as the new substantive role).
- (i) When there is a break of three years' or more service before reappointment as a primary principal, previous experience as a principal in a New Zealand state or state-integrated primary and/or area school shall be credited as one half year of service for each complete year of principalship (that would otherwise be eligible as service for this allowance), allowing the principal the possibility of moving directly to any of the three career stages providing she/he meets the relevant professional criteria (to which the Board has attested), provided that:
  - (i) at the time of eligibility she/he has completed one year in their current position;
  - (ii) that while they were on the break for three years or more the principal consistently maintained their teacher certification.
- (j) Where the principal does not meet these requirements, three years' service must be completed prior to the previous experience as a principal being credited as one half year of service for each complete year of principalship (that would otherwise be eligible as service for this allowance).
- (k) Principals who have met the service criteria of stage one (or higher) but have not participated in a First Time Principals' Programme or similar and who are no longer eligible to do so shall demonstrate through their professional learning and development plan that they have participated in professional learning activities similar to the First Time Principals' Programme.
- (l) A principal who is undergoing corrective action pursuant to clause 8.3.2 or 8.4 of this Agreement shall not receive the career allowance from the commencement of the procedure until such time as the corrective action has successfully been completed at which time the career allowance recommences.
- (m) To maintain eligibility for the career allowance, every three years the principal's Board must re-affirm that the principal meets the service and professional criteria and has undertaken a performance agreement and annual review within the previous 12 months (consistent with clause 4.1 and 4.2).
- (n) Where a principal was in receipt of one of the allowances of the career structure and is appointed to a new primary school, that principal shall continue to receive that career allowance provided the Board affirms that, as part of its appointment process, it satisfied itself that the principal meets that applicable allowance criteria.

- (o) The parties acknowledge that receipt of this payment will not affect the Ministry | Te Tāhuhu o te Mātauranga's response to applications for Ministry | Te Tāhuhu o te Mātauranga concurrence for further additional payments for specialist residential school principals.

## **7.10 Refreshment Leave**

- 7.10.1 Principals attested as meeting the principals' professional standards in this Agreement shall be entitled (subject to clause 7.10.2) to take unpaid refreshment leave of one school term after three years in the school or up to one school year after five years in the school. When a period of refreshment leave has been taken, a further period of qualifying service in the school, from the date of return from leave, is required before the principal may be considered for further refreshment leave.
- 7.10.2 Entitlement to refreshment leave in clause 7.10.1 is subject to:
- (a) The employer's ability to find a suitable reliever to fill the vacancy created by the principal taking the leave, including any consequential vacancy arising as a result of an existing employee acting in the principal's position. A suitable reliever is a person who will be able, to the satisfaction of the employer, to relieve in the school during the period of the principal's leave. The employer shall use reasonable endeavours to find a suitable reliever. Reasonable endeavours in this context means accessing suitable relievers from current staff, e.g., DP or AP and/or advertising locally if necessary; and does not mean advertising regionally or nationally except as required in this Agreement to fill a vacancy of one year's duration. It does not require the employer to place more than one advertisement; and
  - (b) the principal not being subject to current competency or disciplinary processes.
- 7.10.3 Time off on refreshment leave will count as service for the purposes of long service and severance calculations. It will not count for the purposes of sick leave or holiday pay calculations or for entitlement to public holidays.
- 7.10.4 A principal taking refreshment leave shall not accept employment as a teacher or principal in another state or state-integrated NZ school. However, a principal may agree to undertake occasional day relief work.
- 7.10.5 Periods of secondment to a Specified Education Sector Agency will not count towards qualifying service under clause 7.10.1 for a period of refreshment leave.

## **7.11 Paid Sabbatical Leave**

- 7.11.1 The purpose of sabbatical leave is to provide a 10 week paid period of leave during a principal's career, to engage in a balance of professional learning, reflection and rejuvenation. There are 105 paid sabbaticals available nationally each year, increasing to 145 from the start of the school year 2024.
- 7.11.2 A principal must have completed a minimum of five years' service as a principal in state and state-integrated schools to qualify for paid sabbatical leave. Periods of secondment to a Specified Education Sector Agency do not count towards qualifying service.

- 7.11.3 In applying for a paid sabbatical, a principal will develop a proposal for sabbatical leave in consultation with their Board, identifying the purposes for which they would use the sabbatical and the likely benefits to the school or the sector more widely. Sabbatical leave could be used for a wide range of purposes such as research, study, reflection and school visits.
- 7.11.4 The scheme is open to all primary principals..
- 7.11.5 Principals will share their experiences and what they have learnt through sabbatical leave with other principals and Boards through Education Leaders or other fora thus maximising the benefit to other principals and schools; promoting collaboration and sharing of innovation and effective practice, and creating a body of research and information available to all principals.
- 7.11.6 Guidelines (including closing dates) and application forms are available on [www.education.govt.nz](http://www.education.govt.nz).

## **Part 9: Surplus Staffing**

- 9.1.1 In the situation of a school reorganisation process, the principals' positions in all the closed or reorganised schools shall be disestablished and clauses 9.7 and/or 9.8 shall apply. The new position of principal in the reorganised school shall be advertised pursuant to section 604 of the Education and Training Act 2020.
- 9.1.2 Where the staffing requirements within the school have been reviewed by an employer (including as a consequence of amalgamation, merger, change of status, and/or closure), and a permanently appointed principal's position is disestablished, the principal in consultation with the Board may elect either:
- (a) Redeployment - The principal is redeployed, as a basic scale teacher with full salary protection, for 30 school weeks within the school or any other school requested by the principal with the approval of the original Board and of the Board of that other school. The redeployment process is outlined in clause 9.2; or
  - (b) Retraining - Undertake a suitable course of retraining approved by the Ministry of Education | Te Tāhuhu o te Mātauranga for 30 school weeks which enables or upgrades the principal as a teacher or a principal. The retraining process is outlined in clause 9.3; or
  - (c) Severance - Terminate the employment by giving three months' notice. In addition the Board shall pay the principal a lump sum payment equivalent to:
    - Three months' ordinary pay (basic taxable salary) where the principal has up to three years' service;
    - Four months' ordinary pay (basic taxable salary) where the principal has over three years' and up to five years' service;
    - Six months' ordinary pay (basic taxable salary) where the principal has five years' (and over) service.

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

- (d) Long Service Payment - Subject to clause 9.4 where the principal has 25 years' service or more she/he may elect to be paid a lump sum of six months' ordinary pay (basic taxable salary) plus one weeks' ordinary pay for each

complete year of service. The maximum amount payable under this clause shall not exceed salary for one year.

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

- 9.2.1 The employer shall assist the principal to find a suitable alternative position and will meet the reasonable costs of attending relevant interviews.
- 9.2.2 Where a principal is redeployed as a basic scale teacher under clause 9.1.2 (a) and a position at the same or lower level becomes vacant at the school at which the principal is redeployed (or with the principal's original Board where the principal has been redeployed to a different school) the principal shall be offered the vacant position unless the position is either a Māori immersion teacher or special education teacher position requiring skills not possessed by the principal.
- 9.2.3 Where a principal declines placement under clause 9.2.2 at the same level or declines a reasonable offer of appointment at the same or higher level from another Board, that principal's employment shall be terminated without further compensation.
- 9.2.4 The principal shall receive pay protection for the full 30 school weeks if they remain at that school.
- 9.2.5 Where any teaching position above that of basic scale (but not the position of principal) becomes vacant at the school at which the principal has been redeployed during the redeployment period, that position must be advertised internally in the first instance.
- 9.2.6 There is no entitlement to appointment to the position of principal in the originating school or the school in which redeployment occurs should a vacancy occur during the period of redeployment.
- 9.2.7 A principal may, during their period of redeployment, subject to agreement between the principal and their employer, undertake a defined special project(s) of work.
- 9.2.8 At the end of the period of redeployment if a new position has not been secured the principal's employment shall be terminated. If the employment is likely to be terminated in these circumstances the Board shall advise the principal in writing of this not less than one month before the expiry of the period of redeployment.
- 9.2.9 If a transfer of location is involved, principals employed under clause 9.1.2 (a) may elect to be reimbursed removal expenses as per Appendix 2 in one or another but not both of the following circumstances:
  - (a) Where the principal transfers to another school to continue employment pursuant to clause 9.1.2 (a); or
  - (b) Where the principal transfers to a school where they have been appointed to a new permanent position.

9.3 The following shall apply to a principal who is re-training under clause 9.1.2 (b):

- (a) There is no requirement on the employer to meet any costs and expenses of training, including course fees;
- (b) At the end of the period of re-training if a permanent position has not been secured the principal's employment shall be terminated. If the employment is likely to be terminated in these circumstances the Board shall advise the

principal in writing of this not less than one month before the expiry of the period of re-training.

- 9.4 Payment of severance or long service payment under clause 9.1.2 is subject to the following provisions:
- (a) Where a principal who has received a severance payment or long service payment commences permanent employment in a state or state-integrated school within a number of weeks which is less than the number of weeks of payment received under clause 9.1.2 the principal shall refund the difference between the number of weeks for which they were without employment and the number of weeks for which severance or long service payment was received. Repayment shall be for the proportion of time that they work and at the rate they earn, or the rate of payment that was received under clause 9.1.2., whichever is the lesser.
  - (b) Payment under this provision is conditional on the employee finishing on an agreed date. Where the employee resigns their position or is appointed to another teaching position in a state or state-integrated school before the date of payment, no payment will be made.
  - (c) Any employee receiving the severance payment or long service payment will be deemed to have been paid in full for service to that date for the purpose of calculating service for any future sick leave, severance, or long service payment entitlements. Provided that a principal who is subject to clause 9.4 (a) shall receive pro rata reinstatement of these entitlements.
  - (d) For the purpose of these provisions ordinary pay is defined as basic taxable salary plus regular taxable allowances paid on a continuous basis as at the effective date that the surplus staffing takes effect. For employees on leave without pay, ordinary pay shall be the ordinary pay at the time of taking leave.
- 9.5 In the event of the status of the school changing to a kura kaupapa Māori or a school which will provide level 1, 2 or 3 Māori Immersion programmes, all of the provisions of this clause will apply to the principal if she/he is affected and required to transfer out.
- 9.6 For the purpose of this Part “service” is defined as the aggregate of all employment as a teacher in state or state-integrated schools and/or service as a trained and certificated teacher in the employment of a Free Kindergarten Association and any credit (to a maximum of 5 years’ credit) given for time spent on childcare pursuant to clause 5.5. of the Primary Teachers’ Collective Agreement.
- 9.7 In case of the principals whose positions have been disestablished in the event of a school reorganisation process the following surplus staffing options shall apply:
- (a) Redeployment - The principal is redeployed as a basic scale teacher for 40 school weeks at any other school requested by the principal with the approval of the Board of that other school. Salary protection at the principal’s previous salary (i.e. school roll and staffing based components only) shall apply for the period of redeployment. The redeployment process is outlined in clause 9.2 provided that upon termination of the supernumerary period, principals who complete their supernumerary employment of 40 school weeks and have yet to secure a permanent position in another state or state-integrated school, will retain an entitlement to removal expenses as per Appendix 2 of the PPCA (PPCB) for a period of 12 months from the cessation of their supernumerary employment. This entitlement will cease on permanent appointment to a position in a state school; or
  - (b) Retraining - Undertake a suitable course of retraining approved by the Ministry of Education | Te Tāhuhu o te Mātauranga for 30 school weeks which enables

or upgrades the principal as a teacher or a principal. The retraining process is outlined in clause 9.3; or

- (c) Severance - Terminate the employment by giving three months' notice. In addition the Board shall pay the principal a lump sum payment equivalent to:
- Three months' ordinary pay (basic taxable salary) where the principal has up to three years' service;
  - Four months' ordinary pay (basic taxable salary) where the principal has over three years' and up to five years' service;
  - Six months' ordinary pay (basic taxable salary) where the principal has five years' (and over) service.

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

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

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

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

## **10.2 Termination of Employment**

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

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

10.2.3 The requirement to provide two months written notice continues to apply when a principal is seconded to a Specified Education Sector Agency.

## **Annexe 3: Sick leave**

### **7.3 Sick Leave**

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

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

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

#### **7.3.1 Recognition of additional employment for sick leave purposes**

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

time employment under this Agreement. Non-permanent part-time employment of less than 20 hours per week will be credited as follows:

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

### **7.3.2 Taking sick leave**

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

### **7.3.3 Medical Evidence**

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

#### **7.3.4 Principals temporarily working reduced hours on account of sickness**

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

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

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

## **7.4 Disregarded sick leave**

- 7.4.1 Disregarded sick leave not exceeding an overall aggregate of two years shall be granted by the Secretary where in the opinion of the Secretary one of the following conditions has been met:
- i. The sickness can be traced directly to the conditions or circumstances under which the principal is working; or
  - ii. The injury occurred in the discharge of the principal's duties through no fault of the principal and where no payment has been made by the Accident Compensation Corporation; or
  - iii. The principal has contracted a notifiable disease listed in Part 1 of Schedule 1 of the Health Act 1956, and the principal is either:
    - a. complying with a written request or direction from a Medical Officer of Health under the Health Act 1956 to refrain from attending school for a specified period, or
    - b. is otherwise required by a relevant Public Health Order to refrain from attending school for a specified period.
  - iv. The principal has contracted hepatitis or tuberculosis, where the period of disregarded sick leave is the time that the principal's treating registered medical practitioner decides is necessary for the principal to remain away from school; or
  - v. The absence was due to war injury or service.
- 7.4.2 Where sick leave has been deducted for any period granted as disregarded sick leave under clause 7.4.1 above, the sick leave will be reinstated.
- 7.4.3 Disregarded sick leave is additional to any period of absence on account of sickness or injury to which the principal is entitled with full salary in accordance with the scale set out in clause 7.3 above.
- 7.4.4 Fixed term or relieving principals shall only be granted disregarded sick leave, as provided for in clause 7.4.1 above, where they have been in continuous employment before the date of application.

## **Annexe 4: Parental Leave**

### **7.8 Parental Leave**

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

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

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

- (a) Special leave (pregnancy-related) of up to 10 days;
- (b) Primary carer leave of up to 26 weeks;
- (c) Extended leave of up to 52 weeks;
- (d) Up to 26 weeks of parental leave payments;
- (e) Partner's leave of up to two weeks;

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

- (a) Principals intending to resign because of pregnancy or the birth of a child must be advised of their right to take parental leave;
- (b) Primary carer leave may commence at any time during the pregnancy, subject to the principal giving the employer one month's notice in writing supported by a medical certificate. A shorter period of notice will be accepted on the recommendation of a medical practitioner;
- (c) Any primary carer leave taken will not count against the extended leave entitlement;
- (d) A principal with less than 52 weeks' service shall be entitled to 26 weeks leave from the date of birth and may be granted up to 26 weeks additional leave at the discretion of the employer.
- (e) If a principal is granted parental leave, or leave equivalent to parental leave while seconded to a Specified Education Sector Agency, the following provisions will apply:
  - i. The principal must give the same notice(s) which would otherwise apply under the Act to the employer, in addition to the Specified Education Sector Agency they are seconded to
  - ii. Provided the principal has met the notice requirements above, the employer will grant the principal sufficient leave that they are able to take up to 52 weeks unpaid leave from the date of birth, or in the case of adoption, whangai or Home for Life placement of a child under the age of six years from the date the principal becomes the primary carer.

## **Annexe 5:**

### **7.9 Study Leave**

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

## **Annexe 6: Translation for sick leave**

### **Appendix 6: Sick Leave Translation**

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

Examples of translation:

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

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

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

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

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

## **Annexe 7: Additional Payments**

### **1.7 Partnership with PPCB Union**

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

### **1.8 Lump Sum**

- 1.8.1 Each full-time employee who is employed as at 1 December 2023 will be paid a one-off gross payment of \$500.
- 1.8.2 The payment will be pro-rated for part-time principals based on their full-time teacher equivalent (FTTE) as at 1 December 2023.
- 1.8.3 The minimum payment for any principal, regardless of FTTE, will be \$50, and no principal shall receive more than gross \$500 in total.
- 1.8.4 Employees who were on approved leave under Part 7 of this agreement on 1 December 2023, are entitled to receive the payment on the return to their position providing that they return on or before the end of Term 2, 2024 or 30 November 2024 for those on parental leave.

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

**Annexe 8: Partnership with unions – lump sum guidance (for inclusion in Terms of Settlement only, not the collective agreement)**

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

<b>Scenarios</b>	<b>Union Member-only Lump Sum Entitlement ([date])</b>	<b>All Principals' Lump Sum Entitlement (December 2023)</b>
Paid Leave	Employees who are a union member and on approved paid leave as at [date], will receive the one-off gross payment of \$750 on their return to their position providing that they return on or before the end of Term 2, 2023.	Employees who are on approved paid leave as at 1 December 2023, will receive the one-off gross payment of \$500 on their return to their position providing that they return on or before the end of Term 2, 2024.
Parental Leave	Employees who are a union member and on parental leave as at [date], will receive the one-off gross payment of \$750 on their return to their position providing that they return on or before the end of Term 4, 2023.	Employees who are on parental leave as at 1 December 2023, will receive the one-off gross payment of \$500 on their return to their position providing that they return on or before 30 November 2024.
Retired/resigned from role	A principal who resigned or retired from their position after [date] but who was a union member and employed on the [date] will receive the one-off gross payment of \$750.	A principal who resigned or retired from their position after 1 December 2023, but who was employed on 1 December 2023 will receive the one-off gross payment of \$500.
Unpaid leave (other than parental leave)	Employees who are a union member and on approved unpaid leave as at [date], will receive the one-off gross payment of \$750 on their return to their position providing that they return on or before the end of Term 2, 2023.	Employees who are on approved unpaid leave as at 1 December 2023, will receive the one-off gross payment of \$500 on their return to their position providing that they return on or before the end of Term 2, 2024.

## **Annexe 9: Technical amendments**

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