

Terms of Settlement – Primary Principals' Collective Agreement Dated 13 June 2019

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

The terms outlined in this document are valid for ratification by NZEI Te Riu Roa members, provided ratification is confirmed and the new collective agreement is signed no later than 3 pm on 1 July 2019.

1. Term

The Primary Principals' Collective Agreement shall be effective from 1 July 2019 to 30 June 2022.

The parties agree to meet in March 2022 to discuss a pre-bargaining process and any matters relating to bargaining.

2. Remuneration

The parties agree that the increases to remuneration outlined below for principals who, on the date of settlement (13 June 2019), are NZEI Te Riu Roa members employed under the terms and conditions of this Agreement will take effect from 1 July 2019, 1 July 2020 and 1 July 2021 respectively.

The parties agree to three increases to the roll-based component of principal remuneration. The rate of the annual increases to the roll-based component will be 4.5%+4.5%+4.4% for principals of U1 and U2 schools and 3%+3%+3% for principals of U3 and above schools.

The parties agree to display a principal's core remuneration as follows:

- Beginning Principal includes the roll-based component and the base leadership payment of \$2,320 per annum.
- Developing Principal includes the roll-based component, the base leadership payment of \$2,320 per annum and the stage one career payment of \$3,641 per annum.
- Experienced Principal includes the roll-based component, the base leadership payment of \$2,320 per annum and the stage two career payment of \$6,763 per annum.
- Leading Principal includes the roll-based component, the base leadership payment of \$2,320 per annum and the stage three career payment of \$9,884 per annum.

Clause 5.2 Remuneration is set out in Annex 1

The parties also agree to make any technical changes to clause 4.4 Primary Principals' Career Structure and Part 5: Remuneration that may be necessary as a consequence of displaying principal core remuneration in one table, prior to the collective agreement going out for ratification.

3. Staffing-based salary component and Leadership in Literacy and Numeracy allowance

The parties agree to include the base payment of \$2,320 per annum into the 'core remuneration' table in clause 5.2.2 and to include the per-teacher payment of \$100 in the staffing based salary component as follows:

Total teacher staff (TTS)	Rates effective 2 May 2017	Rates effective 1 July 2019
≤13	(738*TTS)+\$2,872	(838*TTS)+\$2,872
>13	(146*TTS)+\$10,971	(246*TTS)+\$10,971

The parties agree to delete clause 5.2.5 Leadership in Literacy and Numeracy.



4. Classroom Release Time (new clause 3.2)

The parties agree to introduce classroom release time of 10 hours per term for principals of U1 and U2 schools from the start of the 2020 school year. See wording attached in Annex 2.

5. Parental Leave (clause 7.9)

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

6. Isolation Allowance (clause 6.3)

The parties agree to amend the isolation allowance to simplify the range of rates to two allowance rates. See wording attached in Annex 2.

***Note:** Puketitiri, Taharoa, Little Barrier Island, Kapiti Island, Kawau Island, Motuihe Island, Motutapu Island, Rakino Island and Rangitoto Island are not included in clause 6.3.4 or 6.3.5 as there is no longer a school at these locations.*

***Note:** Omarama has been deleted from the locations listed in Appendix 1 because it is now in Category 2, i.e. its location is between 101-150kms from a population of greater than 1,500 people.*

7. Surplus Staffing

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

8. Additional payment

The parties agree that every principal who is a member of NZEI Te Riu Roa and is covered by the Primary Principals' Collective Agreement as at 13 June 2019 is entitled to receive a one-off gross payment of \$1,500, pro-rated for part-time Principals based on their FTTE as at 1 July 2019.

A Principal who is a member of NZEI Te Riu Roa who is covered by the Primary Principals' Collective Agreement as at 13 June 2019 and who on that day were on approved leave under Part 7 of this collective agreement is entitled, upon application on their return, to receive the one-off gross payment of \$1,500 on the return to their position providing that they return on or before 28 January 2020.

A Principal may not receive more than \$1,500 gross in total.

9. Support for smaller schools

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

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

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

11. Letter to Boards about member only provisions

The Secretary agrees to write to all Boards of Trustees that employ primary principals employed on a promulgated individual employment agreement to remind each Board that it has no legal authority to pay the Additional Payment to any non NZEI Te Riu Roa members and that Boards must not do so.



12. 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' Collective Agreement 2019-2022*.

Signed in Wellington on 13 June 2019:



Bella Pardoe
Advocate
for NZEI Te Riu Roa



Tanya Duncan
Advocate
for the Secretary for Education

Witnessed:



for NZSTA

Patrick Ikina

5.2 REMUNERATION

5.2.1 A principal's salary shall comprise the core remuneration (made up of the roll-based component (U-Grade), the payment for Leadership in Literacy and Numeracy and the applicable career payment) in clause 5.2.2, the staffing based salary component in clause 5.2.3 and the decile payment (where applicable) in clause 5.2.4.

5.2.2 The principal's core remuneration is set out below:

- Beginning Principal includes the roll-based component determined by the grade of the school (i.e. U1-U16) and the base leadership in literacy and numeracy payment of \$2,320 per annum.
- Developing Principal includes the roll-based component determined by the grade of the school (i.e. U1-U16), the base leadership in literacy and numeracy payment of \$2,320 per annum and the stage one career payment of \$3,641 per annum.
- Experienced Principal includes the roll-based component determined by the grade of the school (i.e. U1-U16), the base leadership in literacy and numeracy payment of \$2,320 per annum and the stage two career payment of \$6,763 per annum.
- Leading Principal includes the roll-based component determined by the grade of the school (i.e. U1-U16), the base leadership in literacy and numeracy payment of \$2,320 per annum and the stage three career payment of \$9,884 per annum.

U-Grade	Roll size	Roll-based component (U-grade)	PPCA 2016-2018 rates effective 2 May 2017			
			Beginning Principal with <3 years principalship	Developing Principal with at least 3 years principalship	Experienced Principal with at least 6 years principalship	Leading Principal with at least 9 years principalship
U1	1-50	\$81,553	\$83,873	\$87,514	\$90,636	\$93,757
U2	51-100	\$88,145	\$90,465	\$94,106	\$97,228	\$100,349
U3	101-150	\$95,238	\$97,558	\$101,199	\$104,321	\$107,442
U4	151-300	\$102,701	\$105,021	\$108,662	\$111,784	\$114,905
U5	301-500	\$110,164	\$112,484	\$116,125	\$119,247	\$122,368
U6	501-675	\$114,429	\$116,749	\$120,390	\$123,512	\$126,633
U7	676-850	\$118,870	\$121,190	\$124,831	\$127,953	\$131,074
U8	851-1025	\$123,313	\$125,633	\$129,274	\$132,396	\$135,517
U9	1026-1200	\$126,334	\$128,654	\$132,295	\$135,417	\$138,538
U10	1201-1400	\$129,354	\$131,674	\$135,315	\$138,437	\$141,558
U11	1401-1600	\$133,760	\$136,080	\$139,721	\$142,843	\$145,964
U12	1601-1800	\$138,167	\$140,487	\$144,128	\$147,250	\$150,371
U13	1801-2000	\$142,288	\$144,608	\$148,249	\$151,371	\$154,492
U14	2001-2200	\$146,410	\$148,730	\$152,371	\$155,493	\$158,614
U15	2201-2400	\$150,018	\$152,338	\$155,979	\$159,101	\$162,222
U16	2401+	\$153,625	\$155,945	\$159,586	\$162,708	\$165,829

U-Grade	Roll size	Roll-based component (U-grade)	Rates effective 1 July 2019			
			Beginning Principal with <3 years principalship	Developing Principal with at least 3 years principalship	Experienced Principal with at least 6 years principalship	Leading Principal with at least 9 years principalship
U1	1-50	\$85,223	\$87,543	\$91,184	\$94,306	\$97,427
U2	51-100	\$92,112	\$94,432	\$98,073	\$101,195	\$104,316
U3	101-150	\$98,095	\$100,415	\$104,056	\$107,178	\$110,299
U4	151-300	\$105,782	\$108,102	\$111,743	\$114,865	\$117,986
U5	301-500	\$113,469	\$115,789	\$119,430	\$122,552	\$125,673
U6	501-675	\$117,862	\$120,182	\$123,823	\$126,945	\$130,066
U7	676-850	\$122,436	\$124,756	\$128,397	\$131,519	\$134,640
U8	851-1025	\$127,012	\$129,332	\$132,973	\$136,095	\$139,216
U9	1026-1200	\$130,124	\$132,444	\$136,085	\$139,207	\$142,328
U10	1201-1400	\$133,235	\$135,555	\$139,196	\$142,318	\$145,439
U11	1401-1600	\$137,773	\$140,093	\$143,734	\$146,856	\$149,977
U12	1601-1800	\$142,312	\$144,632	\$148,273	\$151,395	\$154,516
U13	1801-2000	\$146,557	\$148,877	\$152,518	\$155,640	\$158,761
U14	2001-2200	\$150,802	\$153,122	\$156,763	\$159,885	\$163,006
U15	2201-2400	\$154,519	\$156,839	\$160,480	\$163,602	\$166,723
U16	2401+	\$158,234	\$160,554	\$164,195	\$167,317	\$170,438

U-Grade	Roll size	Roll-based component (U-grade)	Rates effective 1 July 2020			
			Beginning Principal with <3 years principalship	Developing Principal with at least 3 years principalship	Experienced Principal with at least 6 years principalship	Leading Principal with at least 9 years principalship
U1	1-50	\$89,058	\$91,378	\$95,019	\$98,141	\$101,262
U2	51-100	\$96,257	\$98,577	\$102,218	\$105,340	\$108,461
U3	101-150	\$101,038	\$103,358	\$106,999	\$110,121	\$113,242
U4	151-300	\$108,955	\$111,275	\$114,916	\$118,038	\$121,159
U5	301-500	\$116,873	\$119,193	\$122,834	\$125,956	\$129,077
U6	501-675	\$121,398	\$123,718	\$127,359	\$130,481	\$133,602
U7	676-850	\$126,109	\$128,429	\$132,070	\$135,192	\$138,313
U8	851-1025	\$130,823	\$133,143	\$136,784	\$139,906	\$143,027
U9	1026-1200	\$134,028	\$136,348	\$139,989	\$143,111	\$146,232
U10	1201-1400	\$137,232	\$139,552	\$143,193	\$146,315	\$149,436
U11	1401-1600	\$141,906	\$144,226	\$147,867	\$150,989	\$154,110
U12	1601-1800	\$146,581	\$148,901	\$152,542	\$155,664	\$158,785
U13	1801-2000	\$150,953	\$153,273	\$156,914	\$160,036	\$163,157
U14	2001-2200	\$155,326	\$157,646	\$161,287	\$164,409	\$167,530
U15	2201-2400	\$159,154	\$161,474	\$165,115	\$168,237	\$171,358
U16	2401+	\$162,981	\$165,301	\$168,942	\$172,064	\$175,185

U-Grade	Roll size	Roll-based component (U-grade)	Rates effective 1 July 2021			
			Beginning Principal with <3 years principalship	Developing Principal with at least 3 years principalship	Experienced Principal with at least 6 years principalship	Leading Principal with at least 9 years principalship
U1	1-50	\$92,976	\$95,296	\$98,937	\$102,059	\$105,180
U2	51-100	\$100,492	\$102,812	\$106,453	\$109,575	\$112,696
U3	101-150	\$104,069	\$106,389	\$110,030	\$113,152	\$116,273
U4	151-300	\$112,224	\$114,544	\$118,185	\$121,307	\$124,428
U5	301-500	\$120,379	\$122,699	\$126,340	\$129,462	\$132,583
U6	501-675	\$125,040	\$127,360	\$131,001	\$134,123	\$137,244
U7	676-850	\$129,892	\$132,212	\$135,853	\$138,975	\$142,096
U8	851-1025	\$134,747	\$137,067	\$140,708	\$143,830	\$146,951
U9	1026-1200	\$138,049	\$140,369	\$144,010	\$147,132	\$150,253
U10	1201-1400	\$141,349	\$143,669	\$147,310	\$150,432	\$153,553
U11	1401-1600	\$146,163	\$148,483	\$152,124	\$155,246	\$158,367
U12	1601-1800	\$150,979	\$153,299	\$156,940	\$160,062	\$163,183
U13	1801-2000	\$155,482	\$157,802	\$161,443	\$164,565	\$167,686
U14	2001-2200	\$159,986	\$162,306	\$165,947	\$169,069	\$172,190
U15	2201-2400	\$163,929	\$166,249	\$169,890	\$173,012	\$176,133
U16	2401+	\$167,870	\$170,190	\$173,831	\$176,953	\$180,074

5.2.3 Staffing based salary component

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

Total Teacher Staff (TTS)	Rates effective 2 May 2017	Rates effective 1 July 2019
≤ 13	(\$738 * TTS) + \$2,872	(\$838 * TTS) + \$2,872
< 13	(\$146 * TTS) + \$10,971	(\$246 * TTS) + \$10,971

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

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

5.2.4 [no change]

5.2.5 Leadership in Literacy and Numeracy [delete clause]

3.2 Classroom Release Time (new clause)

- 3.2.1 From the start of the 2020 school year, a permanent principal of a U1 or U2 school, or long-term relieving principal employed for at least one term in a U1 or U2 school, will receive ten (10) hours classroom release time per term, to be used in consultation with the employing Board.

6.3 Isolation Allowance

- 6.3.1 A principal whose work requires that they reside at an isolated locality as outlined in clause 3.15.5 or 3.15.6 below, will receive an isolation allowance.
- 6.3.2 An isolation allowance will be paid fortnightly and during:
- (a) Periods of annual leave, whether or not the principal remains in the isolated locality;
 - (b) Any absence from the isolated locality on sick leave or other paid leave of up to seven consecutive days;
 - (c) Periods where a principal is required to work at another locality for up to seven consecutive days.
- 6.3.2 Part-time principals will be paid the isolation allowance on a pro rata basis.
- 6.3.4 For a principal whose full-time residence is:
- (a) in a locality with a population of less than 300 that is also between 60kms and 150kms (inclusive) from a population centre of more than 1,500 people; or
 - (b) in one of the following locations – Aranga, Arohena, Glenorchy, Hauturu, Hawea Flat, Horeke, Kawhia, Makahu, Ohuka, Ongarue, Papanui Junction, Peria, Piri Piri, Rere, Ruakituri, Te Akau or Waikaretu; or
 - (c) located on Matakana Island or Waiheke Island
- the rate of the allowance shall be \$1,200 per annum.
- 6.3.5 For a principal whose full-time residence is:
- (a) in a locality with a population of less than 300 that is also more than 150kms from a population centre of more than 1,500 people; or
 - (b) located on Great Barrier Island or Stewart Island
- the rate of the allowance shall be \$2,200 per annum.



7.9 Parental Leave

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

- 7.9.1 The provisions of the Parental Leave and Employment Protection Act 1987 shall apply, except in the case of superior provisions listed below.
- 7.9.2 The Act provides entitlements to prospective parents, including those adopting a child under six years of age, who meet specific criteria, as set out in the Act. Those entitlements are:
- (a) Special leave (pregnancy-related) of up to 10 days;
 - (b) Primary carer leave of up to 22 weeks;
 - (c) Extended leave of up to 52 weeks;
 - (d) Up to 22 weeks of parental leave payments;
 - (e) Partner's leave of up to two weeks.
- 7.9.3 In addition to a principal's rights under this Act, the following shall apply:
- (a) Principals intending to resign because of pregnancy or the birth of a child must be advised of their right to take parental leave;
 - (b) Primary carer leave may commence at any time during the pregnancy, subject to the principal giving the employer one month's notice in writing supported by a medical certificate. A shorter period of notice will be accepted on the recommendation of a medical practitioner;
 - (c) Any primary carer leave taken will not count against the extended leave entitlement;
 - (d) A principal with less than 52 weeks' service shall be entitled to 26 weeks leave from the date of birth and may be granted up to 26 weeks additional leave at the discretion of the employer.

7.9.4 Parental Grant

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

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

