Area School Principals' Collective Agreement

2 September 2013 to 1 June 2016

Table of Contents

Part One	Coverage/Term of Agreement	
1.1	Name of the Agreement	3
1.2	Parties	3
1.3	Coverage	3
1.4	Employees and Employers bound Subsequent to Settlement	3
1.5	Term of Agreement	3
1.6	Variations	3
1.7	Registered Teachers	3
1.8	Definitions	3
1.9	Declaration Pursuant to Act	4
Part Two	General Provisions	
2.1	Responsibilities of the Board	5
2.2	Responsibilities of the Principal	5
2.3	Good Employer/Equal Employment Opportunities	5
2.4	Appointments	5
2.5	Hours of Work	5
2.6	Health and Safety	6
Part Three	Remuneration	
3.1	Principals' Remuneration	7
3.2	Definition of Roll	8
3.3	Expenses	8
3.4	Changes in U Grade and Decile Salary Components	8
3.5	Māori Immersion Teaching Allowance	9
3.6	Area School High Priority Principals Allowance	10
3.7	Retirement Savings	10
3.8	Area School Principals' Payment	10
Part Four	Professional Leadership and Annual Performance Review	
4.1	Performance Agreement	11
4.2	Performance Review	11
4.3	Working Relationship	12
4.4	Area School Principals' Career Payment	12
4.5	First Time Principal	13
Part Five	Leave	
5.1	Leave Entitlement	14
5.2	Paid Sabbatical Leave Scheme	14
Part Six	Complaints/Discipline/Competency	
6.1	General	16
6.2	Discipline	16
6.3	Suspension	16
6.4	Instant Dismissal	16
6.5	Competency	16

Part Seven	Termination of Employment for Medical Reasons	
7.1	Termination of Employment for Medical Reasons	18
Part Eight	Disestablishment	
8.1	Disestablishment	18
8.2	Employment Protection Provisions	18
Part Nine	Resignation	
9.1	Resignation	20
Part Ten	Employment Relationship Problem Resolution Provision	
10.1	Employment Relationship Problem Resolution Services	21
10.2	Personal Grievance	22
Part Eleven	Miscellaneous	
11.1	Serving Notices	27
11.2	Previous Agreements	27
11.3	Agreement Construed in Accordance with Laws in New Zealand	27
11.4	Privacy Act	27
Schedule A	Allowances	28
Schedule B	School Closure	29
Schedule C	Transfers and Removals	32
Schedule D	Medical Retirement	33
Terms of Settlement		37
Signatories		39

Part 1 - Coverage/Name of Agreement

1.1 Name of the Agreement

1.1.1 This agreement shall be called the Area School Principals' Collective Agreement and referred to hereafter as the "agreement".

1.2 Parties

1.2.1 The parties to this agreement shall be:

(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; and

(b) The New Zealand Post Primary Teachers' Association and The New Zealand Educational Institute Te Riu Roa (referred to hereafter as "the Association" and the "Institute" respectively).

1.3 Coverage

1.3.1 This agreement covers Principals employed in area schools.

1.3.2 This agreement shall be binding on:

(a) All employees who come within the coverage clause and who are at the commencement of the agreement or who become during the term of the agreement, members of the Institute or the Association.

(b) Pursuant to section 74(6) of the State Sector Act 1988, the employers of those employees.

1.4 Employees and Employers bound Subsequent to Settlement

1.4.1 New employees whose work falls within the coverage clause of this agreement shall, in accordance with the Employment Relations Act 2000, be advised of the existence of this collective agreement and be offered the opportunity to join the Association or the Institute and thereby become bound by this agreement.

1.4.2 Employees who join the Institute or the Association during the currency of this agreement shall become bound by this agreement from the date on which they joined.

1.4.3 The parties agree that this agreement shall become binding on any new Board of Trustees which employs a Principal to whom clause 1.3.1 applies.

1.5 Term of Agreement

1.5.1 This agreement shall come into force on 2 September 2013 and shall expire on 1 June 2016, except as provided for by s.53 of the Employment Relations Act 2000.

1.6 Variations

1.6.1 The parties agree that the terms and conditions of this agreement may be varied at any time by written agreement between the Secretary for Education, under delegation from the State Services Commissioner made pursuant to section 23 of the State Sector Act 1988, and the Association and the Institute.

1.7 Registered Teachers

1.7.1 This agreement shall apply only to Principals who are registered teachers.

1.8 Definitions

1.8.1 The following definitions apply unless the agreement otherwise specifies:

(a) "Advertised" means advertised nationally.

(b) "Association", means the Post Primary Teachers' Association and "Institute" means the New Zealand Educational Institute. "Unions" means both the Association and the Institute.

(c) "Employer" 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 becomes or is seeking to become bound by this agreement under clauses 1.3 or 1.4.

(e) "Principal" shall mean an area 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 an area school.

1.9 Declaration Pursuant to Act

1.9.1 Pursuant to section 75 of the State Sector Act 1988, the terms and conditions contained in this agreement are declared actual terms and conditions, provided that concurrence may be given from time to time by the Secretary for Education under authority delegated from the State Services Commissioner, to additional terms and conditions, where such terms and conditions are not inconsistent with the terms and conditions contained in this agreement, and/or to the salary rates or allowances being treated as minimum rates where there is agreement to this between the employer and any of its employees.

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 website.

Part 2 - 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 agreement.

2.2 Responsibilities of the Principal

2.2.1 During the currency of this agreement the Principal shall honestly and diligently carry out the duties and responsibilities as set out in:

(a) job description; and

(b) the performance agreement prepared annually in accordance with clause 4.1.2 of this agreement.

2.2.2 The Principal shall at all times maintain a professional standard of conduct and performance in all matters relating to the services and operation of the Board and shall not, during the term of this agreement or at any time thereafter, 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 official information that has come to the Principal's knowledge in the course of the performance of this agreement;

(b) Use or attempt to use any such official information for the Principal's own personal benefit, or for the benefit of any other person or organisation, or in any manner whatsoever, other than in accordance with the Principal's duties and consistent with the obligation of honesty expected of a person in the Principal's position.

2.2.3 Upon the termination of employment the Principal shall deliver to the Board any 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 the State Sector Amendment Act (No 1) 1989 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 Appointments

2.4.1 All appointments to advertised positions shall be permanent unless there are genuine reasons on reasonable grounds for appointing for a fixed term i.e. a long-term reliever.

2.4.2 All permanent and long-term relieving positions must be advertised nationally.

2.5 Hours of Work

2.5.1 The Principal shall work the reasonable and necessary hours required to carry out the duties and responsibilities under this agreement. This may necessitate the Principal working more than 40 hours per week.

2.5.2 A Principal required by their employer to work on a Public Holiday (as listed in s44 of the Holidays Act 2003) shall be paid time and a half rates as per s50 of the Act.

2.6 Health and Safety

2.6.1 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.

2.6.2 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.

2.6.3 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 3 - Remuneration

3.1 Principals' Remuneration

A Principal's remuneration shall comprise the school roll-based salary component (U grade) specified in clause 3.1.1 and the staffing based salary component (supplementary) specified in clause 3.1.2, the decile payment (where applicable), the Area School Principal's Payment and the Career Allowance (where applicable).

3.1.1 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-grades)

U GRADE	Roll size	Rates prior to 2 September 2013	Rates effective 2 September 2013	Rates effective 2 September 2014
1	1-50	$75,288	$76,417	$77,373
2	51-100	$82,260	$83,494	$84,538
3	101-150	$89,090	$90,426	$91,557
4	151-300	$96,071	$97,512	$98,731
5	301-500	$103,052	$104,598	$105,905
6	501-675	$107,042	$108,648	$110,006
7	676-850	$111,196	$112,864	$114,275
8	851-1025	$115,353	$117,083	$118,547
9	1026-1200	$118,178	$119,951	$121,450
10	1201-1400	$121,003	$122,818	$124,353
11	1401-1600	$125,125	$127,002	$128,589
12	1601-1800	$129,248	$131,187	$132,827
13	1801-2000	$133,103	$135,100	$136,788
14	2001-2,200	$136,959	$139,013	$140,751
15	2,201-2,400	$140,334	$142,439	$144,219
16	2,401+	$143,708	$145,864	$147,687

3.1.2 Staffing based salary component

In addition to the school roll-based salary specified in 3.1.1, the base salary of the Principals shall include the staffing-based salary calculated according to the following formula:

Total Teacher Staff	Formula prior to 2 September 2013	Formula effective 2 September 2013	Formula effective 2 September 2014
≤13	($690x TTS) +$2686	($700*TTS)+$2,726	($709*TTS)+$2,760
>13	($136 x TTS) +$10263	($138*TTS)+$10,417	($140*TTS)+$10,547

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

Note 1: Total Teaching Staff (TTS) shall be based upon the higher of the GMFS staffing notice of the confirmed staffing allocation as on 1 March in the following year, as per the Ministry staffing notice.

Note 2: Any Principal who continues to be eligible for the grandparenting of the previous supplementary grant formula as per the conditions of the promulgated Area Principals IEC1998, shall have this formula used to calculate the salary entitlement under 3.1.2, according to any conditions relating to that grandparenting applying at that time.

3.1.3 Decile Funding

Principals in decile 1-4 schools shall be paid an amount in addition to base salary as specified in 3.1.1 and 3.1.2 above, according to the following table:

Grade	Decile 1 or 2 School	Decile 3 or 4 School
1	$3,633	$1,817
2	$4,123	$2,061
3	$4,472	$2,235
4	$4,821	$2,411
5	$5,171	$2,585
6	$5,380	$2,690
7	$5,380	$2,690
8	$5,800	$2,900
9	$5,800	$2,900
10	$6,079	$3,039
11	$6,079	$3,039
12	$6,289	$3,144
13	$6,289	$3,144
14	$6,289	$3,144

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:

(a) Students classified as "very high" under the Ongoing Resourcing Scheme shall be counted as six instead of one;

(b) 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 under this agreement in accordance with the reimbursement provisions applying to teachers in the school, or as may be approved by the Board. Reimbursement shall be made out of the school's operational funds.

3.3.2 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.

3.3.3 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.

3.4 Changes to U grade and Decile Salary Components

3.4.1 Where the salary rate of a 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 GFMS roll or the confirmed 1 March roll of the following year) and the Principal's existing school roll based salary component exceeds the rate for the new grade the following shall apply:

(a) the amount of the Principal's U grade payment above the rate for the new grade will be protected for a period of 24 months from the beginning of the school year inclusive of the school year that the new U grade is confirmed in the 1 March roll;

(b) after the 24 month period of salary protection of the U grade payment, the Principal shall be paid no more than the rate for the new grade;

(c) salary protection under this clause shall lapse if the Principal accepts an alternative position.

Note: For clarity, salary protection in 3.4.1 includes the salary component according to the U grade but does not include the salary component generated by staffing in 3.1.2

3.4.2 Where the U grade of the Principal's position increases, (as determined by the greater of the provisional staffing roll 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 (a) In the event of a change in the school's decile rating the change in salary (as specified in clause 3.1.3) will be effective from the beginning of the school year following the announcement of the decile change.

(b) Where the change to the decile would reduce the salary of the Principal, the existing decile funding component of the salary, as covered in clause 3.1.3 will be protected for a period of 24 months from the beginning of the school year following the announcement of the decile change.

3.5 Māori Immersion Teaching Allowance

3.5.1 All full-time Principals teaching in Māori immersion classes at levels one or two as defined in 3.5.3 or 3.5.4 who are fully registered, provisionally registered or registered subject to confirmation, shall receive additional salary at the rate applicable to that of a unit in the Area School Teachers' Collective Agreement.

3.5.2 All full-time Principals who are teaching in Māori immersion classes at levels one or two as defined in 3.5.3 or 3.5.4 who are unregistered shall receive additional salary at the rate of $1500 per annum.

3.5.3 The employer shall attest to the eligibility of the Principals for this allowance according to the Ministry of Education's Māori language resourcing criteria.

3.5.4 "Level one": 81% to 100% immersion:

(a) te reo Māori is the Principal language of communication and instruction;

(b) the Principal curriculum is taught entirely in Māori;

(c) it is expected that all students in the programme will interact freely in Māori.

3.5.5 "Level two": 51% to 80% immersion:

(a) te reo Māori is for most of the time, the language of communication and instruction;

(b) English is accepted as a temporary language of instruction and communication;

(c) There is an agreement between the school and parents that the programme will achieve a particular level of immersion over a specified period of time;

(d) the level of fluency of the teacher will vary considerably, from not very fluent to native-like fluency;

(e) there is a reliance on kaiarahi reo to increase the amount of spoken Māori in the programme;

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

Note: The parties have agreed to the inclusion of the above provision in this Collective Agreement on the basis that the current absence of reference to level three Māori Immersion in this Collective Agreement does not set any precedent in relation to the future application of the Māori Immersion Teaching Allowance in any other collective agreement including any future version of this one.

3.6 Area Schools High Priority Principals Allowance

3.6.1 The Area Schools High Priority Principals Allowance (ASHPPA) provisions below shall apply to Principals employed in those area 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 unions.

3.6.2 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 $3,000 per annum.

3.6.3 Full-time teachers employed as Principal on a permanent or long-term relieving basis of two consecutive terms or more who are provisionally registered or registered subject to confirmation shall be entitled to receive the allowance of $2,000 per annum.

3.6.4 Principals moving to a school which has been designated as ASHPPA status are entitled to either transfer and removal provisions as provided for in Schedule A, or the National Relocation Grant. On completion of a minimum of three years' continuous service in one or more ASHPPA 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.

3.6.5 In the event that a school is removed from the ASHPPA coverage, a Principal who was in receipt of the ASHPPA immediately prior to that change, shall continue to receive the allowance until the end of the school year. Principals who are so affected shall retain their entitlement to the transfer and removal provisions of this Agreement for a further three years.

3.7 Retirement Savings

3.7.1 Principals are eligible to join Kiwisaver schemes in accordance with the terms of those schemes.

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

3.7.3 A Principal is not eligible to receive employer or government contributions to a Kiwisaver scheme where government or employer contributions are made to another retirement or superannuation scheme of which that Principal is a member.

3.8 Area School Principals' Payment

3.8.1 Each Area School Principal shall receive an additional annual Area School Principals' Payment, paid fortnightly, comprising two components: a base rate of $3,500 and a per Full Time Teacher Equivalent (FTTE) payment. The FTTE payment is $45.00 per FTTE.

3.8.2 This payment is acknowledgement of the complex role of the Area School Principal as educational and professional leader across all years of the curriculum.

Note: The FTTE payment is based on the provisional entitlement staffing (GMFS) minus one.

Part 4 - 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 purpose 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 for Principals as prescribed from time to time by the Secretary for Education, 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 Area School Principals' Career Structure

(a) This clause outlines a career progression for Area School 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 area 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	• Minimum of 3 years continuous service as a Principal in a New Zealand State or State Integrated Area School	• Meeting the requirements of the performance review/agreement (as in clause 4.1 and 4.2) • Completion of the First Time Principals' Programme (or similar) • 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.
2 – Experienced Principal	• Minimum of 6 years continuous service as a Principal in a New Zealand State or State Integrated Area School	• Meeting the requirements of the performance review/agreement (as in clause 4.1 and 4.2) • 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.
3 – Leading Principal	• Minimum of 9 years continuous service as a Principal in a New Zealand State or State Integrated Area School	• Meeting the requirements of the experience Principal (as above) • Contribution to or leadership of a learning or professional community that contributes to the wider education sector.

(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) Area School Principals who meet the service and professional criteria for stage one will be entitled to an annual career allowance of $3500.

(ii) Area School Principals who meet the service and professional criteria for stage two will be entitled to an annual career allowance of $7000.

(iii) Area School 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 primary and/or secondary 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 area 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 Area School 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) 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).

4.5 First Time Principals

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

Part 5 - Leave

5.1 Leave Entitlement

5.1.1 Subject to clause 5.1.2 the Principal shall be entitled to annual leave during the periods when the school is officially closed for instruction.

5.1.2 During any period when the school is closed for instruction the Board may require the Principal, either generally or in respect of any specific matter, to:

(a) undertake duties or responsibilities required during that period for the proper management of the school; or

(b) attend at the school or elsewhere for other purposes connected with the Principal's employment.

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

5.1.3 The Principal shall be entitled to sick leave and other leave during this agreement, calculated and taken in accordance with the leave provisions applying to teachers in the School. Except as otherwise provided in this agreement, this will be based on the aggregate of the Principal's previous service in the Education Service and under this agreement.

5.1.4 Except as otherwise provided in this agreement, the provisions and policy relating to the crediting of previous service outside the Education Service for leave entitlements and the taking of accumulated leave at the end of service applying to teachers in the school shall continue to apply to the Principal for the purposes of calculation of any leave entitlement which the Principal may be entitled to under this agreement.

5.1.5 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. Before approving any discretionary leave the Board shall ensure that the granting of such leave complies with any funding arrangements applying to the School in respect of such leave.

Note: The parties are committed to the review of clauses 5.1.3 and 5.1.4 by 30 June 2008. The intention of the review is to replace clauses 5.1.3 and 5.1.4 with provisions in this collective agreement which specify the leave entitlements and crediting of previous service provisions of Principals. It is not the intention of the parties to make any substantive change to those entitlements. Upon completion of the review, the parties will undertake their respective processes with the aim of varying the agreement in accordance with clause 1.6.

5.2 Paid Sabbatical Leave Scheme

5.2.1 A sabbatical leave scheme for Principals will apply according to the following:

(a) There will be three (3), increasing to seven (7) from the 2015 school year, full-time equivalent sabbaticals awarded annually *(Note this may result in sabbatical leave being awarded to more than three or seven, as applicable, area school principals during one school year).*

(b) A full time equivalent sabbatical will be of ten weeks duration paid at the rate of the principal's normal pay.

(c) Principals may apply for ten-week, five week or three week sabbaticals; however, ten week sabbaticals will be allocated first.

(d) A ten week sabbatical may, with the board's approval, be taken in two blocks during one school year. Each block must be whole weeks in duration and the smallest block must be for at least three weeks..

5.2.2 Entitlement to the sabbatical is subject to:

(a) service of at least five years as a 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.

5.2.3 The criteria for the scheme and its operation is developed by the Ministry, the NZEI, the PPTA and the NZSTA. The award of the sabbatical leave will be by a panel with representation from the four parties.

Part 6 - Complaints/Discipline/Competency

6.1 General

6.1.1 Many complaints will be able to be resolved by discussion between the Board and the Principal without the need to take the matter any further. Wherever appropriate the Board should seek to resolve complaints in this manner in the first instance.

6.1.2 The Board and Principal may by mutual agreement adopt the optional complaint process known as the "Nga Korero me nga tikanga" (discussions in a Mâori context) a copy of which is available from the Ministry of Education.

6.2 Discipline

6.2.1 Where the Board has reason to believe that the Principal may have been guilty of misconduct the Board shall in dealing with the matter apply the following procedures:

(a) The Principal shall be advised of the right to representation at any stage.

(b) The Principal shall 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.

(c) Where appropriate the Principal shall be advised of any corrective action required to amend the Principal's conduct and shall be given a reasonable opportunity to do so.

(d) The process and any disciplinary action are to be recorded and signed by the Principal.

(e) Where the disciplinary process results in dismissal the Board shall, in cases other than serious misconduct warranting dismissal without notice, be required to give to the Principal no less than two months notice.

6.3 Suspension

6.3.1 If the alleged conduct is deemed sufficiently serious the Principal may be either suspended with or without pay or transferred temporarily to other duties subject to the following:

(a) Other than in exceptional circumstances, the Board shall not 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.

(b) 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 at all times.

(c) If the allegation that led to suspension is without substance the Principal shall be reinstated effective from the date of suspension.

6.4 Instant Dismissal

6.4.1 Nothing in clauses 6.2 or 6.3 prevents instant dismissal without notice in the case of serious misconduct.

6.5 Competency

6.5.1 Where there are matters of competency which are causing concern in respect of the Principal, (for example failing to meet the appropriate professional standards) the Board shall put in place appropriate assistance and personal guidance to assist the Principal, and may seek such appropriate professional advice or medical advice as may be required. When this assistance and guidance has not remedied the situation, the following provisions shall govern the action to be taken:

(a) The Principal shall be advised in writing of the specific matter(s) causing concern and of the corrective action required, and the timeframe allowed. This timeframe should be determined by the Board and be relevant to the matters causing concern.

(b) The process and results of any evaluation are to be recorded in writing and signed by the Principal.

(c) A copy of any report made by the Board to the Teachers Council on the matter shall be given to the Principal.

(d) No action shall be taken on a report until the Principal has had a reasonable time to comment on the report (in writing or orally or both).

(e) If the above steps (a-d) fail to resolve the matter of concern, the Board may, where justified dismiss the Principal on two months notice without the need to follow the provisions of clause 6.2 above.

Part 7 - Termination of Employment for Medical Reasons

7.1 Termination of Employment for Medical Reasons

7.1.1 The purpose of this provision is to:

(a) Provide the opportunity for Principals, currently in service, who are declared medically unfit or who have a terminal illness to retire from teaching with dignity;

(b) Give the ability for boards to recruit a new Principal to the vacant permanent position without delay.

7.1.2 'Currently in service' means the Principal is employed in a permanent position at the time the application for medical retirement is made and when concurrence is given by the Secretary for Education. This provision cannot be granted retrospectively.

7.1.3 A permanently appointed Principal, currently in service, may be granted medical retirement under this clause in circumstances where the Principal has either a terminal or serious illness which causes them to be incapable of continuing to work or returning to work in the foreseeable future, subject to the provisions of Schedule D.

7.1.4 An application for medical retirement may be initiated by either the Principal or the employer. The processes to be followed by the Principal and the employer are specified in Schedule D.

7.1.5 In such circumstances, the Principal shall provide to the employer evidence of their illness from the Principal's registered medical specialist with a prognosis attesting to the incapacity to work both currently and in the future. Their employer may request a further medical opinion from a registered medical practitioner nominated by the employer and will reimburse the cost where this is requested.

7.1.6 Where the majority of medical evidence supports the application for medical retirement, as per the guidelines outlined in Schedule D the employer shall seek the concurrence of the Secretary for Education to medically retire the Principal.

7.1.7 Where the majority of medical evidence does not support a claim for medical retirement under this provision the application process shall cease.

7.1.8 The notice of termination of employment provisions set out in clause 9.1 do not apply where the Secretary for Education gives concurrence to medical retirement.

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

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

Part 8 - Disestablishment

8.1 Disestablishment

8.1.1 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 the 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 B shall apply.

8.1.2 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.

8.2 Employment Protection Provisions

8.2.1 'Restructuring' is given the same definition as in section 69OI of the ERA 2000 and includes:

(a) Contracting out; or

(b) Selling or transferring the employer's business (or part of it) to another person;

but excludes mergers, and school reorganisations as defined in clause 8.1

8.2.2 Where work undertaken by an employee covered by this Agreement will be, or is likely to be, undertaken by a new employer (whether or not the new employer is an "employer" defined in 1.6) the employer will notify the National Offices of NZEI and PPTA where the employee affected by the restructuring is a member of the union. In such circumstances the employer will meet with representative(s) of the union to:

(a) Identify the issues the employee wishes to have considered by the new employer;

(b) Ensure that all current terms and conditions of employment of the employee are accurately recorded; and

(c) Determine the process by which communications to/from the employee will be conducted.

8.2.3 The employer will encourage the new employer to agree to the involvement of the union(s) in the processes described in clauses 8.2.4 and 8.2.5 below

8.2.4 Having completed the process described in 8.2.2 above, the employer will meet with the new employer to:

(a) provide the new employer with details of the work currently performed by the employee concerned together with details of the terms and conditions of her/his employment; and

(b) seek a proposal for the employment of the affected employee by the new employer, including clarification of the terms and conditions upon which those employee would be offered employment by the new employer.

8.2.5 The following shall be matters for clarification under clause 8.2.4(b) and again should be read in conjunction with the surplus staffing provisions of this collective agreement.

(a) the number and type of positions that may be offered by the new employer to the employee affected by the restructuring;

(b) the terms and conditions of employment to be offered to the employee (including whether the employee will transfer to the new employer on the same terms and conditions of employment);

(c) the arrangements, if required, for the transfer of any accrued benefits and entitlements in relation to those employees;

(d) the arrangements, if required, for when and how offers of employment are to be made to the employee and the mode of acceptance, including whether any offers of employment made by the new employer will be conveyed through NZEI and NZPPTA.

8.2.6 The process to be followed at the time of the restructuring to determine what entitlements, if any, are available for employees who do not transfer to the new employer are set out in Schedule B. This clause 8.2 as a whole shall be read in conjunction with those provisions.

Part 9 - Resignation

9.1 Resignation

9.1.1 This agreement 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 10 - Employment Relationship Problem Resolution Provisions

Personal grievances and disputes shall be addressed in accordance with the provisions of Part 9 of the Employment Relations Act 2000.

10.1 Employment Relationship Problem Resolution Services

The following is a plain language explanation of the employment relationship problem resolution services.

What is an employment relationship problem?

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

Resolving an employment relationship problem

The employee and employer should first make a reasonable effort to discuss the problem and settle it by mutual agreement. (If it's a personal grievance, it must first be raised with the employer and within 90 days - Personal Grievances are explained further below).
An employee (or employer) has the right to be represented at any stage.
When a problem arises, union members should contact their local NZEI or NZPPTA field officer for advice and representation.

Employers should contact their local NZSTA adviser or other representative of their choice.

Personal Grievances

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

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

Note: *The full meaning of the terms personal grievance, discrimination, sexual harassment, racial harassment, and duress, shall be the meaning given by sections 103 to 110 inclusive of the Employment Relations Act 2000.*

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

Either party can refer a personal grievance to the Employment Relations Service of the Ministry of Business, Innovation and Employment for mediation assistance, or to the Employment Relations Authority.

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

Services Available

To help resolve employment relationship problems, the Ministry of Business, Innovation and Employment provides:

An information service

This is free. It is available by contacting the Ministry of Business, Innovation and Employment or by phoning toll free 0800 209020. The Ministry's Employment Relations Service's internet address is www.dol.govt.nz.

Mediation Service

The Mediation Service is a free and independent service available through the Ministry of Business, Innovation and Employment. This service helps to resolve employment relationship problems and generally to promote the smooth conduct of employment relationships.

Mediation is a mutual problem solving process, with the aim of reaching an agreement, assisted by an independent third party.

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

A settlement reached through mediation and signed by the mediator at the request of the parties is final, binding and enforceable. Neither party can then take the matter any further and, either party can be made to comply with the agreed settlement by court order.

If the problem is unresolved through mediation either party may apply to have the matter dealt with by the Employment Relations Authority.

The Employment Relations Authority

This Authority is an investigative body that operates in an informal way. It looks into the facts and makes a decision on the merits of the case and not on the legal technicalities.

Either an employer or an employee can refer an unresolved employment relationship problem to the Authority by filing the appropriate forms.

The Authority may call evidence, hold investigative meetings, or interview anyone involved. It can direct the parties to try mediation. If mediation is unsuitable or has not resolved the problem, the Authority will make a decision that is binding on all parties. Any party can contest the Authority's decision through the Employment Court.

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

10.2 Personal Grievance

Sections 103 to 110 are reproduced below from Part Nine of the Employment Relations Act 2000.

103 Personal grievance

(1) For the purposes of this Act, **personal grievance** means any grievance that an employee may have against the employee's employer or former employer because of a claim-

- (a) that the employee has been unjustifiably dismissed; or
- (b) that the employee's employment, or 1 or more conditions of the employee's employment (including any condition that survives termination of the employment), is or are or was (during employment that has since been terminated) affected to the employee's disadvantage by some unjustifiable action by the employer; or
- (c) that the employee has been discriminated against in the employee's employment; or
- (d) that the employee has been sexually harassed in the employee's employment; or
- (e) that the employee has been racially harassed in the employee's employment; or
- (f) that the employee has been subject to duress in the employee's employment in relation to membership or non-membership of a union or employees organisation.

(2) For the purposes of this Part, a **representative**, in relation to an employer and in relation to an alleged personal grievance, means a person-

(a) who is employed by that employer; and
(b) who either-
(i) has authority over the employee alleging the grievance; or
(ii) is in a position of authority over other employees in the workplace of the employee alleging the grievance.

(3) In subsection (1)(b), unjustifiable action by the employer does not include an action deriving solely from the interpretation, application, or operation, or disputed interpretation, application, or operation, of any provision of any employment agreement.

103A Test of justification

(1) For the purposes of section 103(1)(a) and (b), the question of whether a dismissal or an action was justifiable must be determined, on an objective basis, by applying the test in subsection (2).

(2) The test is whether the employer's actions, and how the employer acted, were what a fair and reasonable employer could have done in all the circumstances at the time the dismissal or action occurred.

(3) In applying the test in subsection (2), the Authority or the court must consider—
(a) whether, having regard to the resources available to the employer, the employer sufficiently investigated the allegations against the employee before dismissing or taking action against the employee; and
(b) whether the employer raised the concerns that the employer had with the employee before dismissing or taking action against the employee; and
(c) whether the employer gave the employee a reasonable opportunity to respond to the employer's concerns before dismissing or taking action against the employee; and
(d) whether the employer genuinely considered the employee's explanation (if any) in relation to the allegations against the employee before dismissing or taking action against the employee.

(4) In addition to the factors described in subsection (3), the Authority or the court may consider any other factors it thinks appropriate.

(5) The Authority or the court must not determine a dismissal or an action to be unjustifiable under this section solely because of defects in the process followed by the employer if the defects were—
(a) minor; and
(b) did not result in the employee being treated unfairly.

104 Discrimination

(1) For the purposes of section 103(1)(c), an employee is discriminated against in that employee's employment if the employee's employer or a representative of that employer, by reason directly or indirectly of any of the prohibited grounds of discrimination specified in section 105, or by reason directly or indirectly of that employee's refusal to do work under section 28A of the Health and Safety in Employment Act 1992, or involvement in the activities of a union in terms of section 107,-
(a) refuses or omits to offer or afford to that employee the same terms of employment, conditions of work, fringe benefits, or opportunities for training, promotion, and transfer as are made available for other employees of the same or substantially similar qualifications, experience, or skills employed in the same or substantially similar circumstances; or
(b) dismisses that employee or subjects that employee to any detriment, in circumstances in which other employees employed by that employer on work of that description are not or would not be dismissed or subjected to such detriment; or
(c) retires that employee, or requires or causes that employee to retire or resign.

(2) For the purposes of this section, detriment includes anything that has a detrimental effect on the employee's employment, job performance, or job satisfaction.

(3) This section is subject to the exceptions set out in section 106.

105 Prohibited grounds of discrimination for purposes of section 104

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

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

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

106 Exceptions in relation to discrimination

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

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

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

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

(3) Nothing in section 104 includes discrimination-

(a) Anything done or omitted for any of the reasons set out in paragraph (a) or paragraph (b) of section 73(1) of the Human Rights Act 1993 (which relate to measures to ensure equality); or

(b) Preferential treatment granted by reason of any of the reasons set out in paragraph (a) or paragraph (b) of section 74 of the Human Rights Act 1993 (which relate to pregnancy, childbirth, or family responsibilities); or

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

107 Definition of involvement in activities of union for purposes of section 104

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

(a) was an officer of a union or part of a union, or was a member of the committee of management of a union or part of a union, or was otherwise an official or representative of a union or part of a union; or

(b) had acted as a negotiator or representative of employees in collective bargaining; or

(ba) had participated in a strike lawfully; or

(c) was involved in the formation or the proposed formation of a union; or

(d) had made or caused to be made a claim for some benefit of an employment agreement either for that employee or any other employee, or had supported any such claim, whether by giving evidence or otherwise; or

(e) had submitted another personal grievance to that employee's employer; or

(f) had been allocated, had applied to take, or had taken any employment relations education leave under this Act; or

(g) was a delegate of other employees in dealing with the employer on matters relating to the employment of those employees.

(2) An employee who is representing employees under the Health and Safety in Employment Act 1992, whether as a health and safety representative (as the term is defined in that Act) or otherwise, is to be treated as if he or she were a delegate of other employees for the purposes of subsection (1)g.

108 Sexual harassment

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

(a) directly or indirectly makes a request of that employee for sexual intercourse, sexual contact, or other form of sexual activity that contains-

(i) an implied or overt promise of preferential treatment in that employee's employment; or

(ii) an implied or overt threat of detrimental treatment in that employee's employment; or

(iii) an implied or overt threat about the present or future employment status of that employee; or

(b) by-

(i) the use of language (whether written or spoken) of a sexual nature; or

(ii) the use of visual material of a sexual nature; or

(iii) physical behaviour of a sexual nature,- directly or indirectly subjects the employee to behaviour that is unwelcome or offensive to that employee (whether or not that is conveyed to the employer or representative) and that, either by its nature or through repetition, has a detrimental effect on that employee's employment, job performance, or job satisfaction.

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

109 Racial harassment

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

(a) expresses hostility against, or brings into contempt or ridicule, the employee on the ground of the race, colour, or ethnic or national origins of the employee; and

(b) is hurtful or offensive to the employee (whether or not that is conveyed to the employer or representative); and

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

110 Duress

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

(a) makes membership of a union or employees organisation or of a particular union or employees organisation a condition to be fulfilled if that employee wishes to retain that employee's employment; or

(b) makes non-membership of a union or employees organisation or of a particular union or employees organisation a condition to be fulfilled if that employee wishes to retain that employee's employment; or

(c) exerts undue influence on that employee, or offers, or threatens to withhold or does withhold, any incentive or advantage to or from that employee, or threatens to or does impose any disadvantage on that employee, with intent to induce that employee-

(i) to become or remain a member of a union or employees organisation or a particular union or employees organisation; or

(ii) to cease to be a member of a union or employees organisation or a particular union or employees organisation; or

(iii) not to become a member of a union or employees organisation or a particular union or employees organisation; or

(iv) in the case of an employee who is authorised to act on behalf of employees, not to act on their behalf or to cease to act on their behalf; or

(v) on account of the fact that the employee is, or, as the case may be, is not, a member of a union or employees organisation or of a particular union or employees organisation, to resign from or leave any employment; or

(vi) to participate in the formation of a union or employees organisation; or

(vii) not to participate in the formation of a union or employees organisation.

(2) In this section and in section 103(1)(f), employees organisation means any group, society, association, or other collection of employees other than a union, however described and whether incorporated or not, that exists in whole or in part to further the employment interests of the employees belonging to it.

Part 11 - Miscellaneous

11.1 Serving Notices

Any written notice to be given under this agreement by either party to the other may be served personally or by registered mail addressed to the other party 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.

11.2 Previous Agreements

This agreement, together with its Schedules, supersedes all previous employment agreements between the Board and the Principal.

11.3 Agreement Construed in Accordance with Laws in New Zealand

This agreement shall be construed and take effect in accordance with the laws of New Zealand.

11.4 Privacy Act

The Board and the Principal will abide by the privacy principles contained in the Privacy Act.

Schedule A - Allowances

1 Where applicable to the school, the Principal shall receive an allowance calculated and payable in accordance with the isolation allowance applying to teachers in the school.

2 The Board shall pay a compassionate grant to the estate of the Principal in the event that the Principal dies while employed by the Board. This grant shall be payable in accordance with the compassionate grant provisions applying to teachers in the school.

For Female Principals

3 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 the Principal has not produced a medical certificate confirming pregnancy, or confirmation from the relevant government department or ministry of suitability as an adoptive parent, before commencing leave or resigning. No provision is made for a maternity grant in the case of a miscarriage.

4 The amount of the maternity grant is calculated on the basis of six weeks full salary at the rate applicable at the date of birth (or placement in the case of adoption) to the position from which the Principal was granted leave of absence or resigned as the case may be. However, a woman who works less than full normal hours for reasons associated with the pregnancy, prior to taking parental leave, may have her case for full payment considered by the board. When the 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.

Schedule B - 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.

the Board's responsibilities under these provisions shall be fulfilled and the Principal's employment may be terminated from the disestablishment of the position 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 with the removal expense provisions applying to teachers in the School.

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 the Principal being appointed 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 the removal expense provisions applying to teachers in the School.

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 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

(i) If the Principal has up to three (3) years service he/she shall receive three (3) months ordinary pay (taxable salary); or

(ii) 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

(iii) 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

(i) 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 week's 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 these provisions 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 months service and 1,000 hours equals one years service. Non-permanent part-time service of twenty hours per week or more shall be credited as full-time service.

And shall include:

(i) 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:

(ii) 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.

Schedule C - Transfers and Removals

1. Area School Principals are entitled to access the removal expenses provisions detailed in Part 7 of the Area School Teachers' Collective Agreement (ASTCA).

2. Area School Principals should note the following:
   - The Ministry of Education provides a lump sum payment to cover the travel, phone, transfer grant, accommodation expenses and travelling meal allowances entitlements outlined in Part 7 of the ASTCA. However, this does not prevent a Principal from choosing (as an alternative to the lump sum payment) to claim entitlements as specified in Part 7 and based on itemised receipts.
   - That transfer and removal payments will not be made for the cost associated with the sale and purchase of holiday homes and/or investment properties, i.e., expenses may only be claimed for the Principal's nominated place of residence..

Schedule D – Medical retirement

1.1 (a) The purpose of this provision is to:

(i) Provide the opportunity for Principals, currently in service, who are declared medically unfit or who have a terminal illness to retire from teaching with dignity;

(ii) Give the ability for boards to recruit a new Principal to the vacant permanent position without delay.

(b) 'Currently in service' means the Principal is employed in a permanent position at the time the application for medical retirement is made and when concurrence is given by the Secretary for Education. This provision cannot be granted retrospectively.

1.2 (a) A permanently appointed Principal, currently in service, may be granted medical retirement under this clause in circumstances where the Principal has a either a terminal or serious illness which causes them to be incapable of continuing to work or returning to work.

(b) Serious illness includes serious injury.

(c) Stress is not considered to be a medical diagnosis. Any application for concurrence on the basis of stress will be declined. However, the medical impact of stress if it meets the criteria will be considered.

(d) A Principal is considered to be medically unfit for work by reason of terminal illness if they have a terminal illness which causes them to be incapable of continuing to work or returning to work in a state or state integrated school.

(e) A Principal is considered to be medically unfit for work by reason of serious illness if they are wholly or substantially unable to perform the duties of the position at the school and is unlikely currently or at any time in the foreseeable future to be able to undertake new employment in any other teaching or Principal position.

(f) A Principal is not eligible for medical retirement where they are receiving weekly compensation from ACC

(g) Either the Principal or the employer may initiate the medical retirement process. The employer must have reasonable grounds to initiate the process. "Reasonable grounds" arise where the Principal for a prolonged period is wholly or substantially unable to perform the duties of the position at the school due to medical reasons.

1.3 Principal Initiated Process

(a) (i) If the Principal initiates the process, the Principal shall provide to the employer from a registered medical specialist in writing the following: a description of the Principal's illness, a statement as to whether or not the Principal will be able to wholly or substantially perform their duties both currently and in the foreseeable future, and the reasons for the decision.

(ii) The employer may require a further medical opinion from a registered medical specialist nominated by the employer.

(iii) If two medical opinions from a medical specialist are sought and these medical opinions conflict, the Principal and employer shall attempt to agree on a third medical specialist to provide a further medical certificate. If they cannot agree, the employer shall nominate the medical specialist.

(b) (i) If the Principal is unable to obtain a registered medical specialist opinion in a timely fashion, or by virtue of distance, then the Principal will undergo a medical examination from a registered general practitioner. The general practitioner shall provide in writing the following:

- a description of the Principal's illness, a statement as to whether or not the Principal will be able to wholly or substantially perform her/his duties both

currently and in the foreseeable future, and the reasons for the decision; and

- attestation that the Principal could not obtain an opinion from a registered medical specialist.

(ii) The employer may require a further medical certificate from a registered general practitioner nominated by the employer.

(iii) If two medical certificates are sought and the medical opinions conflict, the Principal and employer shall attempt to agree on a third registered general practitioner or medical specialist to provide a further medical certificate. If they cannot agree, the employer shall nominate the registered general practitioner.

(c) All costs associated with the second and third medical certificates or medical opinions shall be met by the employer.

1.4 Employer Initiated Process

(a) Pre-process

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

(i) write to the Principal outlining the concerns and the grounds on which it has formed a view that medical retirement may be an appropriate option;

(ii) inform the Principal they are entitled to attend up to three sessions from an employee assistance programme (EAP) and extend to the Principal the opportunity to access EAP counselling;

(iii) outline the medical retirement process should the employer proceed with the process; and

(iv) inform the Principal of their right to have a representative.

Initiation of Process

(b) Registered Medical Specialist

Following the completion of the pre-process:

(i) Where the employer proceeds with the process, the Principal shall undergo a medical examination from a registered medical specialist nominated by the employer.

(ii) The medical specialist shall provide in writing a description of the Principal's illness, a statement as to whether or not the Principal will be able to wholly or substantially perform her/his duties both currently and in the foreseeable future, and the reasons for the decision.

(iii) The Principal is entitled to seek a second medical specialist's opinion.

Where two medical specialist opinions are sought and these medical opinions agree that the Principal will not be able to wholly or substantially perform their duties both currently and in the foreseeable future, then the employer may seek concurrence to medically retire the Principal.

(c) Registered General Practitioner

(i) If the employer is unable to obtain a registered medical specialist opinion in a timely fashion, or by virtue of distance, then the Principal will undergo a medical examination from a registered general practitioner nominated by the employer (or two general practitioners if the Principal so wishes, one nominated by the employer and the other by the Principal). The general practitioner(s) shall provide in writing the following:

- a description of the Principal's illness, a statement as to whether or not the Principal will be able to wholly or substantially perform their duties both

currently and in the foreseeable future, and the reasons for the decision; and

- attestation that the Principal could not obtain an opinion from a registered medical specialist.

(ii) Where two medical opinions from a general practitioner are sought and these medical opinions conflict, the Principal and employer shall attempt to agree on a third registered general practitioner to provide a further medical certificate. If they cannot agree, the employer shall nominate the registered general practitioner.

(d) All costs associated with the medical examination(s) and the Principal assistance programme shall be met by the employer.

1.5 Where the majority of medical evidence does not support a claim for medical retirement under this provision this process shall cease.

1.6 Seeking Concurrence

(a) Where the majority of medical evidence supports the application for medical retirement either by reason of terminal or serious illness, as per 1.2, the employer shall seek the concurrence of the Secretary for Education to medically retire the Principal.

(b) All applications for concurrence must be in writing and accompanied by the correct documentation.

(c) Applications for concurrence for medical retirement will be granted where the following criteria have been met:

(i) The process has been followed; and

(ii) The medical evidence has been supplied in sufficient detail so as to support the application for medical retirement as specified in 1.2.

(d) Where the medical evidence that has been supplied is not of sufficient detail to enable full consideration of the application for medical retirement, the Secretary for Education may request that the employer seek a further medical opinion.

1.7 Medical Retirement Payment

(a) Upon receiving notification that the Secretary for Education has granted concurrence, the employer shall notify the Principal that they are medically retired as of the date of the Secretary's notification. No notice is payable. The Principal shall be medically retired and may elect either to:

(i) :

Receive remaining sick leave as a single payment.

The Principal will receive the remainder of their sick leave (that is, the outstanding sick leave balance as at the final day of employment) as a lump-sum payment; or

(ii) .

Receive a lump sum payment

A lump sum payment of 13 weeks salary plus an additional week for each year of service after 25 years service, up to a maximum of 13 weeks (i.e. the total maximum payment payable under this provision is 26 weeks). Any paid sick leave taken by the Principal in the four weeks prior to the application to medically retire shall be subtracted from the payment.

Note: Payment will be based on the normal fortnightly salary of the Principal at the time of medical retirement. It does not attract any salary increment that may fall due after the date of medical retirement. Holiday pay to the date of medical retirement is payable. The lump sum does not attract holiday pay.

(b) The Principal is not entitled to change options once the option has been actioned.

(c) Disregarded sick leave is not able to converted to a payment under any of the provisions of medical retirement

Note: For the sake of completeness please note that all payments are subject to normal tax provisions.

1.8 Vacant Position Appointment

(a) From the date of the Secretary for Education gives notification of concurrence to medical retirement, regardless of the option chosen by the Principal under 1.7, the employer shall be entitled to make a permanent appointment to the position as if that position were vacant. This position shall be advertised in the Education Gazette as an actual vacancy position.

(b) The Teachers Council will be notified by the employer that the Principal has been medically retired.

1.9 Re-entry policy

(a) It is not contemplated that when a Principal is medically retired from the teaching profession that they will return to work as either a Principal or a teacher in the future. It is however acknowledged that in exceptional circumstances a Principal may become medically fit to work in the teaching service.

(b) Where a Principal who has been medically retired under any clause set out in this provision is declared medically fit by a registered medical specialist and is reemployed in any teaching or Principal position in the Education Service (as defined in section 2 of the State Sector Act) the following shall apply:

(i) The Principal shall be entitled to sick leave in accordance with the provisions of the Holidays Act 2003 and not the provisions in the ASPCA.

(ii) Where employment in any teaching or Principal position in the Education Service (as defined in section 2 of the State Sector Act) commences within a number of weeks which is less than the number of weeks of payment received by the Principal under 1.7(a) (i) the Principal shall refund the difference between the number of weeks for which they were without employment and the number of weeks for which the payment was calculated.

(iii) A Principal cannot be medically retired twice for any of reasons outlined in this Appendix.

Terms of Settlement
Area School Principals' Collective Agreement
22 August 2013

This document sets out agreed components of a settlement for the Area School Principals' Collective Agreement (ASPCA) 2013 – 2016, between the Secretary for Education and the Post Primary Teachers' Association (PPTA) and the NZEI Te Riu Roa (NZEI).

1. Term

The term will be from 2 September 2013 to 1 June 2016 (33 months) provided ratification is confirmed and a collective agreement is signed on or before 1 September 2013; if not, the term will be 33 months from the date the collective agreement is signed.

Refer clause 1.5

2. Remuneration

Increase to the Roll based salary component (U-Grade) by 1.5% from the date the ASPCA is signed but no earlier than 2 September 2013, and by 1.25% 12 months later, as follows;

Ugrade	Roll size	Current rate	Date ASPCA signed (DCAS) + 1.5%	12 months following the DCAS + 1.25%
U1	1-50	$75,288	$76,417	$77,373
U2	51-100	$82,260	$83,494	$84,538
U3	101-150	$89,090	$90,426	$91,557
U4	151-300	$96,071	$97,512	$98,731
U5	301-500	$103,052	$104,598	$105,905
U6	501-675	$107,042	$108,648	$110,006
U7	676-850	$111,196	$112,864	$114,275
U8	851-1025	$115,353	$117,083	$118,547
U9	1026-1200	$118,178	$119,951	$121,450
U10	1201-1400	$121,003	$122,818	$124,353
U11	1401-1600	$125,125	$127,002	$128,589
U12	1601-1800	$129,248	$131,187	$132,827
U13	1801-2000	$133,103	$135,100	$136,788
U14	2001-2200	$136,959	$139,013	$140,751
U15	2201-2400	$140,334	$142,439	$144,219
U16	2401+	$143,708	$145,864	$147,687

Increase to the Staffing based salary component by 1.5% from the date the ASPCA is signed but no earlier than 2 September 2013, and by 1.25% 12 months later, as follows;

Total Teacher Staff (TTS)	Current formula	Date ASPCA signed (DCAS) +1.5%	12 months following the DCAS +1.25%
≤13	($690*TTS)+$2,686	($700*TTS)+$2,726	($709*TTS)+$2,760
>13	($136*TTS)+$10,263	($138*TTS)+$10,417	($140*TTS)+$10,547

Refer clauses 3.1.1 and 3.1.2

3. Sabbaticals

Increase the number of Sabbatical Leave positions from three full time equivalent (3) to seven full time equivalent (7) sabbaticals from the 2015 school year.
The parties have also agreed to amend the Sabbatical Leave Scheme to enable the scheme to be more fully accessible to area school principals. It is agreed that priority will be given to applications for sabbatical leave of ten weeks' duration (whether in one block or two). However principals will also be able to apply for sabbatical leave of five weeks' or of three weeks' duration and these will be allocated by the same selection panel following allocation of the ten week sabbaticals.
This will be reflected in the Guidelines prior to applications being called for the 2015 school year.
The amended sabbatical leave scheme clause is as follows:

5.2.1 A sabbatical leave scheme for principals will apply according to the following:

(e) There will be three (3), increasing to seven (7) from the 2015 school year, full-time equivalent sabbaticals awarded annually *(Note this may result in sabbatical leave being awarded to more than three or seven, as applicable, area school principals during one school year).*

(f) A full time equivalent sabbatical will be of ten weeks duration paid at the rate of the principal's normal pay.

(g) Principals may apply for ten-week, five week or three week sabbaticals; however, ten week sabbaticals will be allocated first.

(h) A ten week sabbatical may, with the board's approval, be taken in two blocks during one school year. Each block must be whole weeks in duration and the smallest block must be for at least three weeks.

5.2.2 no change
5.2.3 no change

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 Area School Principals' Collective Agreement 2013 – 2016.

Signed at Wellington on 22 August 2013

Jane Benefield
Industrial Advocate
PPTA

Jen McElroy
Advocate
NZEI Te Riu Roa

Nick Kyrke-Smith
Advocate
for the Secretary for Education

Witnessed by
Colin Davies
Manager Services Delivery
NZSTA

Signatories

Signed at Wellington on 2 September 2013

Jane Benefield
Industrial Advocate
PPTA

Jen McElroy
Executive Officer
NZEI Te Riu Roa

Nick Kyrke-Smith
Advocate
Ministry of Education

Witnessed by:

Colin Davies
Manager Services Delivery
NZSTA