

**Terms of Settlement – Secondary Principals’ Collective Agreement
Dated 20 August 2019**

This document sets out the agreed components of the settlement of the Secondary Principals’ Collective Agreement 2019-2022 (SPCA). This agreement has been settled between the Secretary for Education, the PPTA and SPANZ Union and will be subject to ratification by PPTA and SPANZ Union members pursuant to section 51 of the Employment Relations Act 2000.

The terms outlined in this document are valid for ratification by PPTA and SPANZ Union members, provided ratification is confirmed and the new SPCA is signed no later than 3 pm 2 September 2019.

1. Term

The SPCA will be effective from 2 September 2019 to 1 September 2022.

2. Remuneration

The parties agree that the increases to remuneration outlined below will take effect from 20 August 2019, 20 August 2020 and 20 August 2021 respectively.

The parties agree to three increases to the roll-based and staffing based components of principal remuneration. The rate of the annual increases to the roll-based and staffing components will be:

Effective date	Remuneration change
20 August 2019	Roll based component: <ul style="list-style-type: none"> Increase of 3% for principals of U2-U16 Increase of 14.3% for principals of U1 schools, to reflect the merging of U1 and U2 rates of pay Decile based component: <ul style="list-style-type: none"> Increase of 13.4% for principals of U1 schools, to reflect the merging of U1 and U2 rates of pay Staffing based component: <ul style="list-style-type: none"> Increase of 3% for all principals
20 August 2020	Roll based component: <ul style="list-style-type: none"> Increase of 3% for all principals Staffing based component: <ul style="list-style-type: none"> Increase of 3% for all principals
20 August 2021	Roll based component: <ul style="list-style-type: none"> Increase of 3% for all principals Staffing based component: <ul style="list-style-type: none"> Increase of 3% for all principals

Clause 3.1 Remuneration is set out in Annex 1

3. Leadership in Realising Youth Potential

The parties agree to the rate of the base component of the Leadership in Realising Youth Potential payment as follows:

U-grade	Rates prior to 20 August 2019	Rates effective 20 August 2019	Rates effective 28 January 2020	Rates effective 28 January 2021	Rates effective 28 January 2022
U1	\$4,320	\$4,320	\$4,500	\$7,000	\$8,500
U2, U3, U4, U5 and U6	\$4,320	\$4,320	\$5,000	\$7,500	\$12,000
U7, U8, U9	\$4,320	\$4,320	\$5,500	\$8,000	\$13,500
U10, U11, U12, U13	\$4,320	\$4,320	\$6,000	\$8,500	\$15,000
U14, U15, U16	\$4,320	\$4,320	\$6,500	\$9,000	\$16,000

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4. Annual Leave (clause 5.10)

The parties agree that from 2 September 2019, when a principal next becomes entitled to annual holidays the principal's minimum entitlement is increased from 5 weeks' annual holidays to 6 weeks' annual holidays. It is expected that leave shall be taken in the year in which it falls due, except where the board and principal agree, in writing, that the unused entitlement may be carried over to the following year. [See wording attached at Annex]

5. Parental Provisions (clause 5.3)

The parties agree to amend the Parental Provisions to reflect gender neutral language from 2 September 2019. The intention of the amendment to the Parental Grant payment is that any teacher (regardless of gender) who is the primary carer receives the grant. [See wording attached in Annex 1]

6. Removal Expenses (Part 10)

The parties agree to amend the Removal Expenses provisions to provide additional clarity of a principal's entitlement.

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

The Ministry has entered into an Accord with the PPTA Te Wehengarua and NZEI Te Riu Roa in order to give effect to building a high trust environment where the teaching profession is highly regarded, sustainable, and is fit for now and the future of learning. SPANZ Union will be involved in this Accord on matters that relate to their members.

8. Additional payment

The parties agree that every principal who is a member of PPTA or SPANZ Union as at 20 August 2019 and is covered by the Secondary Principals' Collective Agreement 2019–2022 on the date it commences (2 September 2019) is entitled to receive a one-off gross payment of \$500.

For the avoidance of doubt:

- A principal who is a member of PPTA or SPANZ Union as at 20 August 2019 and who on 2 September 2019 is covered by the SPCA and is on approved **unpaid** leave under Part 5 of the SPCA is entitled, upon application on their return, to receive the one-off gross payment of \$500 on the return to their position providing that they return on or before 28 January 2020.
- A principal who is a member of PPTA or SPANZ Union as at 20 August 2019 and who on 2 September 2019 is covered by the SPCA and is on approved **paid** leave from their position as principal on 2 September 2019 will be automatically entitled to this payment, without a requirement to apply for it.

A Principal who is a member of PPTA or SPANZ Union as at 20 August 2019 and who on 2 September 2019 is covered by the SPCA and is on approved parental leave is entitled, upon application on their return, to receive the one-off gross payment of \$500 on the return to their position providing that they return on or before 2 September 2020.

A principal may not receive more than \$500 gross in total. A principal is not entitled to the payment if they were entitled to and received the \$500 lump sum payable under the terms of settlement dated 13 June 2019 of any of the three collective agreements between the Secretary and NZEI Te Riu Roa and/or PPTA that cover teachers, the collective agreement between the Secretary and NZEI Te Riu Roa which covers Kindergarten Teachers or the Primary Principals Collective agreement between the Secretary and NZEI Te Riu Roa.



9. Technical changes

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

The parties on signing this document acknowledge, subject to any subsequent agreed editorial and technical changes, that this reflects the agreements reached in the settlement of the *Secondary Principals' Collective Agreement 2019-2022*.

Signed in Wellington on 20 August 2019:



Fran Renton
Advocate
for PPTA

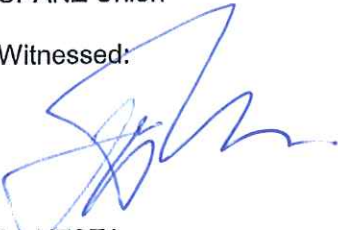


Mark Williamson
Advocate
for the Secretary for Education



Scott Haines
President
SPANZ Union

Witnessed:



for NZSTA

Jonathan Fairclough
Senior Advisor



Part Three - Remuneration

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

3.1 Principals' Salaries

3.1.1 The following U grade rates shall apply:

U-Grade	Roll size	Rates prior to 20 August 2019	Rate effective 20 August 2019	Rate effective 20 August 2020	Rate effective 20 August 2021
1	1-50	\$80,840	\$92,403	\$95,175	\$98,031
2	51-100	\$89,712			
3	101-150	\$97,161	\$100,076	\$103,078	\$106,170
4	151-300	\$104,774	\$107,917	\$111,155	\$114,489
5	301-500	\$112,387	\$115,759	\$119,231	\$122,808
6	501-675	\$116,739	\$120,241	\$123,848	\$127,564
7	676-850	\$121,270	\$124,908	\$128,655	\$132,515
8	851-1025	\$125,803	\$129,577	\$133,464	\$137,468
9	1026-1200	\$128,884	\$132,751	\$136,733	\$140,835
10	1201-1400	\$131,964	\$135,923	\$140,001	\$144,201
11	1401-1600	\$136,460	\$140,554	\$144,770	\$149,114
12	1601-1800	\$140,957	\$145,186	\$149,541	\$154,028
13	1801-2000	\$145,161	\$149,516	\$154,001	\$158,621
14	2001-2,200	\$149,366	\$153,847	\$158,462	\$163,216
15	2,201-2,400	\$153,046	\$157,637	\$162,367	\$167,237
16	2,401+	\$156,727	\$161,429	\$166,272	\$171,260

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

Total Teacher Staff (TTS)	Rates effective 2 May 2018
≤13	$(\$752.40 * TTS) + \$2,929$
> 13	$(\$148.57 * TTS) + \$11,193$

Total Teacher Staff (TTS)	Rates effective 20 August 2019
≤13	$(\$775 * TTS) + \$3,017$
> 13	$(\$153 * TTS) + \$11,529$

Total Teacher Staff (TTS)	Rates effective 20 August 2020
≤13	$(\$798 * TTS) + \$3,107$
> 13	$(\$158 * TTS) + \$11,875$

Total Teacher Staff (TTS)	Rates effective 20 August 2021
≤13	$(\$822 * TTS) + \$3,201$
> 13	$(\$162 * TTS) + \$12,231$

The staffing funding component is based on total teacher staffing that includes entitlement, attached and resource staffing, in addition to entitlement staffing transfer, teacher specific time allowances and staffing for attached units under Boards of Trustees as determined in

the Ministry staffing notice. It does not include teachers who may be employed above entitlement from a Board's operations funding.

Note: Any principal who continues to be eligible for the grandparenting of the previous supplementary grant formula as per the conditions of the promulgated Secondary Principals IEC 1998, shall have this formula used to calculate the salary entitlement under 3.1.2. This shall be subject to any conditions relating to that grandparenting that were applied at that time.

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

Decile 1 and 2 schools:

U Grade	Rates prior to 20 August 2019	Rates effective 20 August 2020
1	\$3,855	\$4,375
2	\$4,375	
3	\$4,746	\$4,746
4	\$5,116	\$5,116
5	\$5,488	\$5,488
6 and 7	\$5,709	\$5,709
8 and 9	\$6,155	\$6,155
10 and 11	\$6,451	\$6,451
12, 13, 14, 15 & 16	\$6,674	\$6,674

Decile 3 and 4 schools:

U Grade	Rates prior to 20 August 2019	Rates effective 20 August 2020
1	\$1,928	\$2,187
2	\$2,187	
3	\$2,372	\$2,372
4	\$2,559	\$2,559
5	\$2,743	\$2,743
6 and 7	\$2,855	\$2,855
8 and 9	\$3,078	\$3,078
10 and 11	\$3,225	\$3,225
12, 13, 14, 15 & 16	\$3,336	\$3,336

3.1.4 Leadership in Realising Youth Potential

- (a) Each principal of a secondary school shall be entitled to:
 (i) a per annum payment, paid fortnightly as below:

U-grade	Rates prior to 20 August 2019	Rates effective 20 August 2019	Rates effective 28 January 2020	Rates effective 28 January 2021	Rates effective 28 January 2022
U1	\$4,320	\$4,320	\$4,500	\$7,000	\$8,500
U2, U3, U4, U5 and U6	\$4,320	\$4,320	\$5,000	\$7,500	\$12,000
U7, U8, U9	\$4,320	\$4,320	\$5,500	\$8,000	\$13,500
U10, U11, U12, U13	\$4,320	\$4,320	\$6,000	\$8,500	\$15,000
U14, U15, U16	\$4,320	\$4,320	\$6,500	\$9,000	\$16,000

- (ii) Each principal of a secondary school shall also be entitled to a per student payment per annum, paid fortnightly, for each Year 11-15 student as below:

Year 11-15 students	Rate
Per student Decile 1-4	\$6.37
Per student Decile 5-10	\$4.24

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

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

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

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5.10 Annual Leave

- 5.10.1 From 2 September 2019, when the principal next becomes entitled to annual holidays their minimum entitlement is increased from 5 weeks' annual holidays to 6 weeks' annual holidays.
- 5.10.2 Annual leave will normally be taken when the school is closed for instruction. Such leave will be taken at a time or times agreed with the school board that will not unreasonably impinge upon the proper performance of the principal's responsibilities and duties under this agreement.
- 5.10.3 Clause 5.10.2 does not limit the ability of the board and principal to make such arrangements regarding the attendance of the principal at the school during any period or periods when the school is closed for instruction, and the principal is not on annual leave, as the parties consider appropriate and consistent with their responsibilities under this agreement or at law.
- 5.10.4 Leave due under clause 5.10.1 shall be taken in the year in which it falls due, except where the board and the principal agree, in writing, that the unused entitlement may be carried over to the following year.




5.3.4 Sick leave during pregnancy and while on Parental Leave

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

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PART TEN: REMOVAL EXPENSES

10.1 ELIGIBILITY

10.1.1 A principal at a state or state integrated school is eligible for removal expenses where they are required to shift to another housing district for a new role in a another state or state integrated school in one of the following circumstances:

Circumstance	Criteria/Definition
Appointment to a permanent position on promotion	Promotion is defined as an appointment to a principal role either in a school with a higher U-grade or from a teaching position.
Appointment to a permanent position in a staffing incentive or high priority teacher supply school	The school is designated by the Secretary as a staffing incentive or high priority teacher supply school.
Shifting from a staffing incentive or high priority teacher supply school to a permanent position or a long-term relieving position for a period equal to four school terms or more	A principal must have completed continuous service totalling at least three years in one or more staffing incentive or high priority teacher supply school(s). If during the period of the principal's employment the school loses its designation the entitlement is retained as long as the principal fulfils the continuous service requirement.
Shifting to a permanent position in a school that has a lower U-Grade and a lower decile to the principal's current school	The principal must have been employed as the principal in their current school for at least the last three years.
A principal has the approval of the Secretary for Education to receive the Principal Recruitment Allowance	The principal is in receipt of the Principal Recruitment Allowance.
A principal who has the Principal Recruitment Allowance shifts to another state or integrated school	The Principal has completed at least three years' continuous service at the PRA school, and the principal transfers directly to a new principal or teaching role which is either permanent or a long term relieving position of at least one year.
Protected country service	Principals who held an entitlement to removals from a country service school when the former country service provisions were replaced by the staffing incentives package, preserve that entitlement and retain it for their next position in the education service.
Principals returning from sponsored schemes overseas	A principal returning to a New Zealand appointment following service overseas as part of a government to government contract is eligible for removal expenses incurred within New Zealand.
Removal within same locality where the principal occupies a school residence	A principal occupying a school residence which has to be vacated because it is being replaced, sold or extensively renovated. Where a principal and any dependants are required to board during renovations they shall receive a rent subsidy as per clause 10.4.5.
Removal within same locality where the principal is required to occupy a school residence	A principal who occupies a private residence is required by the Board to move to a school residence.
Principals on long-term specialist courses of at least one academic	A principal who has been granted leave by their Board and has to move to attend a Ministry of Education approved

year's duration	long-term specialist course A principal moving to her/his first permanent appointment after the course is completed.
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10.1.2 A principal who loses or is about to lose a position through no personal fault (e.g. through disestablishment, closure or merger of a school) is entitled to removal expenses.

10.1.3 In exceptional circumstances the Secretary for Education may exercise discretion and confirm eligibility for removal expenses for a principal who does not meet one of the criteria outlined in 10.1.1.

10.2 ENTITLEMENT

10.2.1 A Principal eligible for removal expenses under clause 10.1 is entitled to a lump sum payment that covers travel expenses, including meal allowances while travelling (clause 10.3), accommodation expenses (clause 10.4), transfer grants (clause 10.9) and telephone reconnection charges (clause 10.12).

10.2.2 Where a Principal does not want to receive the lump sum payment as per clause 10.2.1, they can claim the entitlements specified in clauses 10.3, 10.4, 10.9 and 10.12 as appropriate based on itemised receipts.

10.2.3 Reimbursements will only be made for costs in relation to the sale and purchase of the principal's nominated primary place of residence and not for holiday homes or investment properties.

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