

Getting to know your Collective Employment Agreement

The Primary Principals Collective Agreement (PPCA) or the Area School Principals Collective Agreement (ASPCA)

All principal members of NZEI Te Riu Roa are covered by either the PPCA or the ASPCA. The current PPCA expires on 25 August 2022 while the expiry date of the ASPCA is 5 September 2022. NZEI Te Riu Roa is the sole union party to the PPCA while NZEI Te Riu Roa and PPTA are both party to the ASPCA. The secretary for Education is the employer party to both agreements.

Purpose

The purpose of this chapter is to highlight sections of these collective agreements which are specific to principals and are not covered elsewhere in this Principals' Kit.

1. Responsibilities of the Board and Health and Safety

- The Board is bound by the requirements of both the State Sector Act 1988 and the Education and Training Act 2020 to act as a good employer in all its dealings with the principal. [The meaning of the term “good employer” is outlined here.](#)
- The two collective agreements contain the following identical clauses on Health and Safety and Wellbeing:
 - (a) The parties recognise the importance of ensuring good and safe working conditions through health and safety in the workplace and that it is a mutual obligation of the employer and principal to achieve this through a participative approach.*
 - (b) To this end attention is drawn to the Health and Safety at Work Act 2015. This and other legislation, relevant Codes of Practice and Guidelines are reference points for gaining a common understanding of what those obligations are, what will assist in meeting those mutual obligations and also in promoting best practice.*
 - (c) Where a principal's health and safety is shown to be at risk in the carrying out of her/his duties the employer shall take all reasonable steps as are necessary to remove or minimise the identified risk for the principal and if appropriate, to do so in consultation with the relevant health and safety authorities.*

Note: For the purposes of the Health and Safety at Work Act and other legislation, health and safety refers to mental as well as physical health and wellbeing

2. Principals Remuneration

There are five distinct components to a principal's salary. These are:

- **School roll-based salary** (by U grade) clause 3.1.1 (PPCA); clause 5.2.2 (ASPCA); and
- **Salary-based salary** (by FTTE) clause 3.1.2 (PPCA); clause 5.2.3 (ASPCA); and
- **Decile payment** (where applicable – i.e. in decile 1-4 schools only) clause 3.1.3 (PPCA); clause 5.2.4 (ASPCA); and
- **Leadership payments** expressed as the *Leadership in Literacy and Numeracy Payment* in primary clause 5.2.5 (PPCA) and as *the Area School Principals' Payment* in area schools clause 3.8 (ASPCA); and
- **Career Payment** clause 4.4.1(f0 (PPCA); clause 4.4 (ASPCA)

3. **Salary Protection following reduction in U Grade**

Where the September Staffing Notice results in a drop in U Grade of a principal and that drop is not offset by the ensuing 1 March roll, the previous salary of the principal is protected for a period of 24 months. At the end of that period, the principal's salary is then reduced to the new U grade salary step.

4. **Principal Recruitment Allowance (PRA)** clause 6.2.5 (PPCA); clause 3.10 (ASPCA)

A board may apply for authorization for the principal to be paid a PRA of \$50,000 for a period of three years. Payment of this allowance is at the discretion of the Secretary for Education and is "subject to any conditions determined by the Secretary". The PRA will generally only be granted to schools with a significant and demonstrable problem with principal recruitment and achievement levels within the school. With prior approval from the Secretary, the PRA may be extended for a maximum of two further periods of two years beyond the initial three-year period.

5. **Medical Retirement** clause 10.4 (PPCA); Schedule D (ASPCA)

The collective agreements contain provisions designed to:

- (i) Provide the opportunity for principals currently in service, who are declared medically unfit or who have a terminal or serious 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.

Medical retirement applies 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. An application for medical retirement may be initiated by either the principal or the employer.

6. **Complaints / Discipline / Competency** Part 8 (PPCA); Part 6 (ASPCA)

If any issue arises for you as an employee of the Board, you should immediately phone the NZEI Te Riu Roa Principal Helpline – 0508 774624.

- The General provisions/Process section of this section of the collective agreement clarifies that the starting point for any process undertaken to address an issue of this nature should start with the aim to resolve the issue informally and in a manner which protects the principal's mana and dignity.
- In any disciplinary matter, the board is obliged to inform the principal of the right to have representation at any stage.
- Your NZEI Te Riu Roa Principal Support Officer or an Industrial Officer will provide support and advice and ensure that correct process is followed.
- In a complaint situation, the Board and the principal may choose to adopt the *Ngā Kōrero Me Ngā Tikanga* (Discussions in a Māori Context) process in their attempt to resolve the matter.

Note: It is important that your Chair and Board have a clear understanding of these provisions. It is worth considering jointly running through a complaints scenario as a

principal and board so that if a complaint about the principal later goes to the board, both parties can have confidence in the steps that are to be taken.

7. Sick Leave

Sick leave entitlements are described in clause 7.3 (PPCA) and clause 4.1 (ASPCA). There are differences between the two collectives but some of the points in common are:

- Sick leave is debited on the basis of days of absence where the period of sick leave does not exceed five consecutive working days.
- Sick leave is debited on the basis of continuous days (including intervening weekends) where the period of sick leave is in excess of five consecutive working days.
- Public holidays and term breaks that fall during a period of paid sick leave do not count as leave.
- No deduction for sick leave entitlement is deducted for an absence of less than two hours.

Note: Medical Certificates

- The teacher is required to produce a medical certificate for a period of sick leave in excess of five days *if the employer so requires*.

8. Paid Sabbatical Leave

Principals with at least five years' service as a principal in a state or state integrated school may apply for one of 105 (PTCA) or 10 (ASTCA) paid sabbatical leave opportunities awarded annually. Paid sabbatical leave is for 10 weeks duration, payable at the principal's normal pay.

For area school principals, in addition to the above, please note that the ASPCA also states:

- The number of sabbaticals available for area school principals increase to 13 from the start of the 2022 school year;
- Sabbaticals may be taken as 10, 5 or 3 week blocks but 10 week sabbaticals will be allocated first
- At least 5 of the sabbaticals will be for the purposes of [Te Rau Titoki leave](#) (clause 5.6.2 ASPCA)

9. First Time Principals PLD Release

Clauses 7.13 (PPCA) and 4.5 (ASPCA) state:

First time principals employed in a U1 to U2 grade primary 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.

10. Performance Agreement (clauses 4.1 in both collective agreements)

The employer is obliged to put in place an annual performance agreement for the principal which reflects the school's strategic and annual plans and the principal's job description. The performance agreement must also take into account:

- The professional standards for principals;

- The preceding year's review report; and the Teaching Council criteria for certification as a teacher

The performance agreement must 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 clause 4.2, by which the principal's performance is to be reviewed for that year.

Note: Every endeavour shall be made by the Board and principal to reach agreement on a performance agreement that is acceptable to both parties. Either party may seek professional advice to assist them where this has not been achieved.

The board is required to carry out an annual review of the principal's performance in accordance with the annual performance agreement