

**The Secretary for Education's Offer for the Settlement of
the Primary Teachers' Collective Agreement
Dated 27 February 2019**

This document sets out the Secretary for Education's (the Secretary) offer for the settlement of the Primary Teachers' Collective Agreement. A settlement between the Secretary for Education and the NZEI Te Riu Roa is subject to agreement and ratification by NZEI Te Riu Roa members pursuant to section 51 of the Employment Relations Act 2000. This offer should be read alongside the Terms of Settlement which also form part of this offer.

1. Term

The Secretary's Offer is for the term will be 36 months from the date of settlement (27 February 2019 to 26 February 2022), provided ratification is confirmed and the new collective agreement is signed no later than 3pm 7 April 2019. If not, the term will be 36 months from the date of ratification.

2. Remuneration (clause 3.1.7)

a. Increases to the base salary scale

The Secretary's Offer is for increases to base salary for teachers who, on the date of settlement, are NZEI Te Riu Roa members employed under the terms and conditions of this Agreement will take effect from 27 February 2019, 27 February 2020 and 27 February 2021 respectively. The effective dates of these increases are subject to confirmation of ratification and the signing of the new collective agreement by 3pm 7 April 2019.

In the event that ratification is not confirmed and the new collective is not signed by 3pm 7 April 2019, the increases to base scale salary rates below will take effect from the date of ratification, 12 months from the date of ratification and 24 months from the date of ratification respectively.

The Secretary's Offer is to increase teacher base salary scale by 3% effective from 27 February 2019, by a further 3% effective from 27 February 2020, and by a further 3% effective from 27 February 2021. The parties also agree to merge the first four steps of the base salary scale effective from 27 February 2019.

Below is the table outlining the changes to the base salary scale from the 27 February 2019:

Step	Rates effective 2 May 2017	Step	Rates effective 27 Feb 2019	Rates effective 27 Feb 2020	Notations			
					Teacher; Resource Teacher (L1); Regional Health School Teacher	Resource Teacher Literacy (L2)	Resource Teacher Māori (S4)	Speech Language Therapist
1	\$36,692	1	\$49,419	\$50,902	Q1, Q2, Q3E			Q1, Q2, Q3E
2	\$39,513							
3	\$43,745							
4	\$47,980							
5	\$49,588	2	\$51,076	\$52,608	Q3+E			Q3+E
6	\$51,508	3	\$53,053	\$54,645	Q4E			Q4E
7	\$54,330	4	\$55,960	\$57,639	Q5E			Q5E
8	\$59,621	5	\$61,410	\$63,252	Q1M			
9	\$63,929	6	\$65,847	\$67,822	Q2M	Q1, Q2, Q3E		
10	\$68,446	7	\$70,499	\$72,614		Q3+, Q4, Q5E		
11	\$71,891	8	\$74,048	\$76,269	Q3M	Q1, Q2, Q3M	Q1, Q2, Q3	Q1, Q2, Q3M
12	\$75,949	9	\$78,227	\$80,574	Q3+, Q4, Q5M	Q3+, Q4, Q5M	Q3+, Q4, Q5	Q3+, Q4, Q5M

Resource Teacher Māori (S4) will receive one unit upon appointment. After 12 months continuous service in the role the teacher will receive an additional unit to a total of two units.

Speech Language Therapists who have 12 months continuous service on the applicable salary qualification maximum step will receive one unit.

b. Qualification Maxima

The Secretary's Offer is that from 27 February 2021 the qualification maxima for Q1, Q2 and Q3 will be the same and a new step will be added to the base scale, increasing the Q3, Q3+, Q4 and Q5 max steps one step accordingly i.e the Q1, Q2 and Q3 maximum step will be step 9 from 2021 and the Q3+, Q4 and Q5 maximum step will be step 10 from 2021.

Teachers, who as at 27 February 2021 have been on their qualification maximum step for at least 12 months will receive a salary increment of one step on that date. This date will become the teacher's anniversary date for pay progression purposes and a teacher will be entitled to progress to the next step as per clause 3.4, and subject to their applicable qualification maximum step provided in clause 3.3.

Below is the table outlining the changes to the base salary scale from the 27 February 2021:

Step	Rates effective 27 February 2020	Step	Rates effective 27 February 2021	Notations			
				Teacher; Resource Teacher (L1); Regional Health School Teacher	Resource Teacher Literacy (L2)	Resource Teacher Māori (S4)	Speech Language Therapist
1	\$50,902	1	\$52,429	Q1, Q2, Q3E			Q1, Q2, Q3E
2	\$52,608	2	\$54,186	Q3+E			Q3+E
3	\$54,645	3	\$56,284	Q4E			Q4E
4	\$57,639	4	\$59,368	Q5E			Q5E
5	\$63,252	5	\$65,149				
6	\$67,822	6	\$69,857		Q1, Q2, Q3E		
7	\$72,614	7	\$74,793		Q3+, Q4, Q5E		
8	\$76,269	8	\$78,557				
9	\$80,574	9	\$82,992	Q1, Q2, Q3M	Q1, Q2, Q3M	Q1, Q2, Q3	Q1, Q2, Q3M
		10	\$85,481	Q3+, Q4, Q5M	Q3+, Q4, Q5M	Q3+, Q4, Q5	Q3+, Q4, Q5M

Resource Teacher Māori (S4) will receive one unit upon appointment. After 12 months continuous service in the role the teacher will receive an additional unit to a total of two units.

Speech Language Therapists who have 12 months continuous service on the applicable salary qualification maximum step will receive one unit.

c. Transitional arrangements

The Secretary's Offer is that transitional arrangements and consequential changes to the Primary Teachers' Collective Agreement needed to incorporate the changes to the base salary scale will be agreed by the parties prior to ratification.

d. Untrained Employees

The Secretary's Offer is to increase the entry salary rate and the maximum salary rate for untrained employees in clause 3.3.2 as follows:

Step	Current	Rate effective 27 February 2019	Rate effective 27 February 2020	Rate effective 27 February 2021
Entry	\$32,456	\$33,430	\$34,433	\$35,466
Maximum	\$33,868	\$34,884	\$35,931	\$37,008

3. Resource Teachers (clause 3.3.4)

The Secretary's Offer is to include wording to ensure payment of the additional unit upon appointment to resource teachers is limited to one additional unit per person, paid at the substantive rate from the date of ratification. See wording attached in Annex 1.

4. Approaches to Remuneration Comparability

The Secretary's Offer is to renew sub clause 3.1.5, approaches to remuneration comparability, for the term of the new collective agreement.

The Secretary's Offer is that the following note will be included in the Terms of Settlement

Note for Terms of Settlement

The parties have discussed and agreed what comparability under clause 3.1 means as part of these negotiations to renew the Primary Teachers' Collective Agreement. In this (2019-2022) settlement the parties have maintained remuneration comparability through the combination of agreed remuneration increases of 3% per annum to the base scale for trained teachers in 2019, 2020 and 2021, merging the first four steps of the base scale in 2019, , adding a step to the base scale which will be the new maximum step for Q3+, Q4 and Q5 qualification groups in 2021 and moving the Q1, Q2 and Q3 maximum step to the same maximum step on the base scale, step 9, which is the new penultimate step in 2021 and 10 additional classroom release time hours for primary teachers in the school years 2019, 2020, and 2021.

5. Classroom Release Time

The Secretary's Offer is for additional classroom release time (CRT) during the term of this collective agreement of 10 hours per FTTE for each of the following school years – 2019, 2020 and 2021 for a total of 30 hours per FTTE over the term of the collective agreement. The additional CRT will be calculated using the GMSF entitlement staffing for each Board of Trustees that falls within coverage of this collective agreement.

6. Career Framework

The Secretary's Offer is to update the PPCA/PTCA Career Framework Development Terms of Reference to reflect the interdependency with the development of the Education Workforce Strategy and milestones for continued work during the term of the renewed agreement. The parties will agree changes to the Terms of Reference following the ratification of the collective agreement.

7. Mentor Teacher Allowance (clause 3.27)

The Secretary's Offer is to reframe the tutor teacher allowance to mentor teacher allowance from the date the collective agreement is signed, and extend the circumstances when a teacher can be designated as a mentor teacher, to better align with the resourcing time allowances allocated to schools currently to the payment of the mentor teacher allowance. See wording attached in Annex 1.

8. Kāhui Ako Leadership Role (clause 3.33)

The Secretary's Offer is to introduce a clause to enable teachers appointed to the Kāhui Ako Leadership role, by agreement of the Secretary for Education, to access the relevant provisions of the *Primary Principals' Collective Agreement*, aligning provisions across the sector. See wording attached in Annex 1.

9. Parental Leave (clause 4.5)

The Secretary's Offer is to amend the parental leave provisions and Parental Grant payment to reflect gender neutral language. See wording attached in Annex 1.

10. Isolation Allowance (clause 3.15)

The Secretary's Offer is to amend the isolation allowance from the date the collective agreement is signed to simplify the range of rates to two allowances. See wording attached in Annex 1.

Note: *Puketitiri, Taharoa, Little Barrier Island, Kapiti Island, Kawau Island, Motuihe Island, Motutapu Island, Rakino Island and Rangitoto Island are not included in clause 3.15.4 or 3.15.5 as there is no longer a school at these locations.*

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

11. Surplus Staffing

The Secretary's Offer is to review the surplus staffing provisions to improve the flow and language during the term of the new collective agreement.

12. Additional payment

The Secretary's Offer is that all full-time teachers covered by the Primary Teachers' Collective Agreement as at 27 February 2019 are entitled to receive a one-off gross payment of \$500. The payment will be pro-rated for part-time teachers based on their full-time teacher equivalent (FTTE) as at 27 February 2019.

Teachers who were covered by the Primary Teachers' Collective Agreement as at 27 February 2019 and on that day were on approved leave under Part 4 of this collective agreement are 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 (**three months from the date of ratification**).

Short-term relievers, as defined in clause 1.6.9, covered by the Primary Teachers' Collective Agreement as at 5pm on the 27 February 2019 shall be entitled to receive the one-off gross payment of \$500 pro-rata based both on their employment status and on the proportion of the total number of school days (140) between 7 March 2018 and 7 December 2018 inclusive, for which they have been employed.

A teacher may not receive more than \$500 gross in total.

13. Technical changes

The Secretary's Offer is to make any technical changes that are mutually agreed prior to the collective agreement going out for ratification.

3.3.4 Resource Teachers and Regional Health School Teachers - Salary on Appointment

- (a) All teachers shall be placed on the base salary scale according to previous experience and qualifications;
- (b) All teachers listed in 3.1.8 will be allocated at least one permanent unit upon appointment
- (c) The permanent unit allocated to RT:Lits in 3.3.4 (b) above is subject to 3.3.5A below;
- (d) The permanent unit allocated to RTLB in 3.3.4 (b) above is subject to 3.3.5B below.
- (e) The permanent unit allocated to Resource Teachers Deaf (RTD) and Resource Teachers Vision (RTV) in 3.3.4 (b) above is subject to clause 3.3.5C below.
- (f) For any new appointments on or after 27 February 2019 if the teacher is employed in more than one position that attracts the unit provided under 3.3.4(b) they will be entitled to a maximum of one permanent unit paid at the substantive rate set out in 3.1.7.

Note: *The permanent unit allocated in 3.3.4(b) is not part of the boards unit entitlement set out in 3.10.1.*

3.3.5A Resource Teachers Literacy (RT:Lit)

- (a) Teachers appointed to RT: Lit positions will be required to complete the RT: Lit training programme, unless they have
 - (i) Previously been employed as a resource teacher reading (RTR); or
 - (ii) Been given an exemption by the Secretary; or
 - (ii) Already completed the programme.
- (b) Teachers required to complete the training programme will be eligible for the unit from the date they commence the programme.
- (c) Any such teacher who withdraws from the training programme or does not complete the programme within 48 months of appointment to the role will cease to be eligible for the unit.
- (d) All teachers employed as RT:Lits will be automatically eligible for the unit if the training ceases to be provided.

3.3.5B Resource Teachers (RTLB)

- (a) Teachers appointed to RTLB positions will be required to complete the RTLB training programme, unless they have
 - (i) Been given an exemption by the Secretary; or
 - (ii) Already completed the programme.
- (b) Teachers required to complete the training programme will be eligible for the unit from the date they commence the role.
- (c) Any such teacher who withdraws from the training programme or does not complete the programme within 48 months of appointment to the role will cease to be eligible for the unit.
- (d) All teachers employed as RTLB will be automatically eligible for the unit if the training ceases to be provided.

3.3.5C Resource Teachers Deaf (RTD) and Resource Teachers Vision (RTV)

- (a) Teachers appointed to RTD and RTV positions will be required to complete a graduate qualification in Special Education (Hearing Impaired) or (Visually Impaired) or any other equivalent qualification specifically focused on teaching of the hearing or visually impaired, unless they:

- (i) have been given an exemption by the Secretary; or
 - (ii) already hold an applicable graduate qualification as per (a) above.
- (b) Teachers required to complete a graduate qualification as per (a) above, will be eligible for the unit under clause 3.3.4(e) from the date they commence the RTD or RTV role.
 - (c) A teacher who does not complete the qualification within 48 months of appointment to the RTD or RTV role will cease to be eligible for the unit under clause 3.3.4(e).
 - (d) All teachers employed as RTD or RTV will be automatically eligible for the unit under clause 3.3.4(e) if no graduate programme as per (a) above, is available.

3.27 Mentor Teacher Allowance

- 3.27.1 A teacher who has met the fully certificated or the experienced teacher professional standards in this Agreement can be designated a Mentor Teacher for:
- (a) a provisionally certificated first or second year teacher working towards full certification for up to one school year on each occasion.
 - (b) a beginning teacher with less than two years' experience, for whom the Board is receiving the Beginning Teacher time allowance for the duration of the time allowance.
 - (c) an overseas trained teacher with no teaching experience in New Zealand, for whom the Board is receiving the Overseas Teacher time allowance for the duration of the time allowance.
 - (d) a retrained teacher with less than twelve months' teaching experience after retraining, for whom the Board is receiving the Retrained Teacher time allowance for the duration of the time allowance.
- 3.27.2 The mentor teacher will support the induction and mentoring programme to help newly qualified teachers, overseas teachers or teachers who have retrained to develop effective teaching practices for diverse learners.
- 3.27.3 If the total combined hours of employment of the teacher(s) being mentored are at least 0.8 FTTE the designated mentor teacher will receive a \$4,000 allowance, provided the mentor teacher is not receiving at the same time an allowance payable under the provision of 3.27.4.
- 3.27.4 If the total combined hours of employment of the teacher(s) being mentored are at least 0.5 FTTE but less than 0.8 FTTE the designated mentor teacher will receive a \$1,000 allowance, provided the mentor teacher is not receiving at the same time an allowance payable under the provision of 3.27.3.
- 3.27.5 A mentor teacher will receive one allowance, either under 3.27.3 or 3.27.4, where they are designated to support more than one teacher concurrently.
- 3.27.6 A teacher can only have one designated mentor teacher at any one time.

3.33 Allowances for Community of Learning Leadership Role

- 3.33.1 Where the Secretary for Education approves the appointment of a teacher, who is not a principal, to the Community of Learning Leadership role, then for those duties associated with that role, clause 4.6 of the Primary Principals' Collective Agreement shall apply to the teacher, in addition to the relevant provisions of this agreement.

[Renumber clause 3.33 Allowances for Community of Learning Teacher (between-schools) Role to clause 3.34]

[Renumber clause 3.34 Allowances for Community of Learning Teacher (within school) Role to clause 3.35]

3.15 Isolation Allowance

- 3.15.1 An employee whose work requires that they reside for the term of their appointment at an isolated locality as outlined in clause 3.15.5 or 3.15.6 below, will receive an isolation allowance.
- 3.15.2 The allowance is not payable to short-term relievers defined in 1.6.9.
- 3.15.3 An isolation allowance will be paid fortnightly and during:
- (a) Periods of annual leave, whether or not the employee remains in the isolated locality;
 - (b) Any absence from the isolated locality on sick leave or other paid leave of up to seven consecutive days;
 - (c) Periods where an employee is required to work at another locality for up to seven consecutive days.
- 3.15.4 Part-time employees will be paid the isolation allowance on a pro rata basis.
- 3.15.5 For an employee whose full-time residence is:
- (a) in a locality with a population of less than 300 that is also between 60kms and 150kms (inclusive) from a population centre of more than 1,500 people; or
 - (b) in one of the following locations – Aranga, Arohena, Glenorchy, Hauturu, Hawea Flat, Horeke, Kawhia, Makahu, Ohuka, Ongarue, Papanui Junction, Peria, Piri Piri, Rere, Ruakituri, Te Akau or Waikaretu; or
 - (c) located on Matakana Island or Waiheke Island
- the rate of the allowance shall be \$1,200 per annum.
- 3.15.6 For an employee whose full-time residence is:
- (a) in a locality with a population of less than 300 that is also more than 150kms from a population centre of more than 1,500 people; or
 - (b) located on Great Barrier Island or Stewart Island
- the rate of the allowance shall be \$2,200 per annum.

4.5 Parental Leave

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

- 4.5.1 The provisions of the Parental Leave and Employment Protection Act 1987 shall apply, except in the case of superior provisions listed below.
- 4.5.2 The Act provides entitlements to prospective parents, including those adopting a child no more than five years of age, who meet specific criteria, as set out in the Act. Those entitlements are:
- (a) Primary carer leave of up to 22 weeks;
 - (b) Special leave (pregnancy-related) of up to 10 days;
 - (c) Partner's leave of up to two weeks;
 - (d) Extended leave of up to 52 weeks;
 - (e) Up to 22 weeks of parental leave payments;
- 4.5.3 In addition to an employee's rights under this Act, the following shall apply:
- (a) Employees intending to resign because of pregnancy or the birth of a child must be advised of their right to take parental leave;
 - (b) Primary carer leave may commence at any time during the pregnancy, subject to the employee giving the employer one month's notice in writing supported by a medical certificate. A shorter period of notice will be accepted on the recommendation of a medical practitioner;

- (c) Any primary carer leave taken will not count against the extended leave entitlement;
- (d) An employee with less than 52 weeks' service shall be entitled to 26 weeks leave from the date of birth and may be granted up to 26 weeks additional leave at the discretion of the employer.

4.5.4 Parental Grant

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

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

