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Attention: Joschka Hoffmann

17 April 2023

Tēnā koe Joschka

Offer for the settlement of the *Primary Teachers' Collective Agreement*

We are pleased make a further offer that provides considerable improvements to the conditions of employment for primary teachers, as follows:

Increased remuneration to support kaimahi with current cost-of-living pressures

- Increases to the salary paid to all primary teachers which lifts the maximum base rate of pay to **\$100,000 per annum in 2024**:
 - An **immediate increase of \$4,000 to all steps** of the Unified Base Salary Scale (UBSS) effective from 1 December 2022.
 - A second increase of the **greater value of \$2,000 or 3% in less than 9 months' time**, effective 1 December this year (2023).
 - A third increase of between **2 – 3.3%, lifting Step 11 of the UBSS to \$100,000**, effective from 2 December 2024.
- A lump sum of **\$710** payable to primary teachers who are a member of NZEI as at [insert date of signing]. This has been calculated to provide a net of tax amount broadly equivalent to the cost to renew a standard teaching practicing certificate during the term of the agreement.
- An **increase to the unit value** moving from \$4,000 to **\$4,500** from Term 3, 2024. The pay equity process is underway which will consider all aspects of teacher remuneration (including unit values). In the meantime, relative unit values will be maintained across the sector.

This offer increases all rates by between **\$7,147** and **\$10,000**, or **11 – 14%** over the term of the collective. The new base salary scale is set out below.

Step	Current Salary	1 Dec-22	1 Dec-23	2 Dec-24	\$ Change (cumulative)	% Change (cumulative)
1	\$51,358	\$55,358	\$57,358	\$58,505	\$7,147	13.92%
2	\$53,544	\$57,544	\$59,544	\$60,735	\$7,191	13.43%
3	\$55,948	\$59,948	\$61,948	\$63,187	\$7,239	12.94%
4	\$58,133	\$62,133	\$64,133	\$65,416	\$7,283	12.53%
5	\$61,794	\$65,794	\$67,794	\$69,150	\$7,356	11.90%
6	\$65,776	\$69,776	\$71,869	\$73,307	\$7,531	11.45%
7	\$70,040	\$74,040	\$76,261	\$77,786	\$7,746	11.06%
8	\$75,190	\$79,190	\$81,566	\$83,197	\$8,007	10.65%
9	\$79,413	\$83,413	\$85,915	\$88,000	\$8,587	10.81%
10	\$85,490	\$89,490	\$92,175	\$94,500	\$9,010	10.54%
11	\$90,000	\$94,000	\$96,820	\$100,000	\$10,000	11.11%

Similar adjustments will also provide significant increases for untrained teachers with a minimum starting rate of \$23.65 per hour.

We also offer increased **classroom release time** to provide **time to teach**:

- an **increase in classroom release time (CRT)** which **more than doubles the current entitlement to a total of 25 hours per term (a day per fortnight)** where teachers are released from the classroom for work such as planning, preparation, assessment, and reporting. This sizable investment from government is the first time that CRT has been increased since it was introduced in 2005.
- **introduction of classroom release time for permanent unit holders**, of 10 hours per term. In combination with the additional CRT provided to all full-time teachers those teachers with one or more permanent units will receive a total of 35 hours per term, more than tripling their current entitlement.
- These CRT increases require the equivalent of over 1,500 further teachers over the term of the collective agreement and accordingly, are phased in over the term to make this possible.

Significantly improved sick leave entitlements

I remain able to offer changes to sick leave to ensure compliance with the Holidays Act 2003 while providing **significantly increased sick leave benefits** that go over and above the Act. No teacher will have less sick leave entitlement than on the previous system and most will have substantially more entitlement over their career. Examples of the current and increased sick accumulation is shown below.

Current Table A Primary Teachers	Typical accumulation under current system	Accumulation offered	Maximum % sick leave increase
With 1 year of employment	31	40	29%
4.5 years	51	90	76%
10 years	109	140	28%
20 years	184	240	30%
30 years	256	340	33%

Beginning Teacher Journey and Support

This offer provides a boost for beginning teachers who are entering the profession for the first time.

A graduate teacher, with a three-year teaching degree and no transferable experience, who started in 2022 will move from \$51,358 to \$65,416 by 2025 with progression. This is an increase of **\$14,058 or 27%** to their base pay over three years.

SoY 2022	1 Dec 22	SoY 23 (now)	1 Dec 23	SoY 24	2 Dec 24	SoY 2025
Step 1 UBSS	UBSS increase	Increment	UBSS increase	Increment	UBSS increase	Increment
\$51,358	\$55,358	\$57,544	\$59,544	\$61,948	\$63,187	\$65,416

A graduate teacher, with a graduate teaching diploma and a three-year subject or specialist degree, and no transferable experience, who started in 2022 will move from \$55,948 to \$73,307 in 2025 with progression. This is an increase of **\$17,359 or 31%** to their base pay over three years.

SoY 2022	1 Dec 22	SoY 23 (now)	1 Dec 23	SoY 24	2 Dec 24	SoY 2025
Step 3 UBSS	UBSS increase	Increment	UBSS increase	Increment	UBSS increase	Increment
\$55,948	\$59,948	\$62,133	\$64,133	\$67,794	\$69,150	\$73,307

To further support those entering the profession, we offer the **central payment of fees (currently \$512.37) for beginning teachers who progress from their provisional to full certificate** during the 36 month term of the collective agreement. (For the avoidance of doubt, this entitlement does not apply during any period that the collective continues in force under s 53 of the Employment Relations Act 2000).

Priority member claims

I offer to:

- **increase the motor vehicle allowance rate** from 62 cents per kilometre, **to 83 cents per kilometre**, from the start of Term 2, 2023.
- **introduce 1200 Cultural Leadership allowances at \$5,000 per annum** from the start of 2024, which allows the parties time to develop eligibility criteria.
- **increase the Māori Immersion Teaching Allowance (MITA) to up to \$12,000** for immersion level 1 and **\$8,000** for immersion level 2 from Term 3, 2023. This is intended to recognise te reo Māori as a taonga to be actively protected under Te Tiriti o Waitangi and recognise the special and valuable skills kaiako must have to teach the curriculum in te reo Māori.
- **introduce a Pacific Bilingual Immersion Teaching Allowance (PBITA)** for immersion levels 1 and 2 from start of year 2024.
- **meet with you to discuss a variation** to the collective agreement once a new legislative framework is in place enabling schools to seek to change to the Maramataka calendar.
- **meet with the NZEI TRR to discuss reliever employment issues** during the term of the collective agreement.
- **recognise the role of LSC** within the collective agreement.
- **provide more flexibility to schools in Kāhui Ako** in their use of within school teacher allowances.

Details of all of the above are in the attached Terms of Settlement.

Nāku noa, nā

Nicole Williams
Advocate for the Secretary for Education



Appendix A: Terms of Settlement

This section sets out the components of the settlement of the *Primary Teachers' Collective Agreement (PTCA) 2023 – 2026*.

This agreement has been settled between the Secretary for Education and the NZEI Te Riu Roa. It shall be subject to ratification by NZEI TRR members pursuant to section 51 of the Employment Relations Act 2000.

The terms outlined in this document are valid for ratification by NZEI TRR provided ratification is confirmed and the new collective agreement is signed no later than 5pm on 12 May 2023.

1. Term of agreement

The *Primary Teachers' Collective Agreement (PTCA) 2023 – 2026* shall be effective for 36 months from the date of signing, provided it is signed no later than 12 May 2023.

2. Remuneration for Trained Teachers

The parties agree that the Unified Base Salary Scale for Trained Teachers will be renewed for the term of the agreement and will provide three annual increases: (\$4,000 effective from 1 December 2022, and \$2,000 or 3% from 1 December 2023, whichever is the greater amount, and between 2 - 3.3% from 2 December 2024, lifting the top step to \$100,000) to each step of the UBSS as shown below:

Unified Base Salary Scale for Trained Teachers:

STEP	QUALIFICATION GROUP NOTATIONS	Current Rates	Rates effective from 1 December 2022 (+\$4,000)	Rates effective from 1 December 2023 (+\$2,000 or 3%)	Rates effective from 2 December 2024 (+2 - 3.3%)
1	Q1E, Q2E, Q3E	\$51,358	\$55,358	\$57,358	\$58,505
2		\$53,544	\$57,544	\$59,544	\$60,735
3	Q3+E	\$55,948	\$59,948	\$61,948	\$63,187
4	Q4E	\$58,133	\$62,133	\$64,133	\$65,416
5	Q5E	\$61,794	\$65,794	\$67,794	\$69,150
6		\$65,776	\$69,776	\$71,869	\$73,307
7		\$70,040	\$74,040	\$76,261	\$77,786
8		\$75,190	\$79,190	\$81,566	\$83,197
9		\$79,413	\$83,413	\$85,915	\$88,000
10	Q1M, Q2M, Q3M	\$85,490	\$89,490	\$92,175	\$94,500
11	Q3+M, Q4M, Q5M	\$90,000	\$94,000	\$96,820	\$100,000

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3. Remuneration for Untrained Teachers

The parties agree to increase the minimum and maximum pay rates for untrained teachers, as shown below:

Step	Printed rate 1 July 2021	Current Rates from 1 April 2022	Rates from 1 December 2022	Rates from 1 December 2023	Rates from 2 December 2024	Cumulative % change (from 1 April 2022 rates)
Minimum	\$42,957	\$44,096	\$49,192	\$51,192	\$52,216	18%
Maximum	\$44,847	\$44,847	\$51,192	\$53,192	\$54,256	21%

4. Increase to classroom release time for all full-time primary teachers

The parties agree to increase classroom release time (CRT) for all full-time primary classroom teachers by one hour and thirty minutes per week (i.e. 15 hours per term) over the term of the collective agreement. This will provide full-time teachers with two and a half hours per week or 25 hours of classroom release time per term. This will be pro-rated for part-time teachers employed for at least 0.8 FTTE per week.

The parties agree to phase in the increases to CRT by adding:

- 5 hours per term from Term 3, 2024
- 5 hours per term from Term 1, 2025
- 5 hours per term from Term 3, 2025

5. Classroom release time for teachers with one or more permanent units

The parties agree to provide one hour of classroom release time per week for classroom teachers who hold one or more permanent units, effective from Term 3, 2024. This will provide eligible teachers with an additional 10 hours of classroom release time per term, providing 35 hours of classroom release time over the term of the agreement.

6. Increase the unit value by \$500

The parties agree to increase the unit value rate from \$4,000 per annum, to \$4,500 per annum, from the start of Term 3, 2024.

The parties agree that, provided the collective agreement is signed by 5pm on 12 May 2023, the following shall apply if a collective agreement applicable to teachers in the state or integrated school sector is ratified (or varied) starting from the date these terms of settlement are signed and continuing through the 36 month term of this Agreement that provides for unit values above \$5,000.

- (a) The Secretary for Education shall offer the increase in unit amount that is above \$5,000 to the National Secretary of NZEI Te Riu Roa via a variation within one month of ratification/variation of the other collective agreement.
- (b) The National Secretary of NZEI Te Riu Roa shall, within one month of receipt of the offer described in above, advise the Secretary for Education whether NZEI Te Riu Roa wishes to accept such offer. The parties agree that upon receipt of NZEI's acceptance of the offer the PTCA shall be deemed to be varied pursuant to clause 1.5 in the terms outlined in the offer as advised by the Secretary for Education.

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- (c) For the avoidance of doubt, the unit value will increase by the amount in excess of \$5,000 upon the signing of the variation, whether the base unit value is \$4,000 or \$4,500.
- (d) This shall apply starting from the date these terms of settlement are signed and continuing through the 36 month term of this agreement only. (For the avoidance of doubt, this entitlement does not apply during any period that the collective is extended under s 53 of the Employment Relations Act 2000.)

For example: if the unit value in another Collective Agreement rose to \$5,200, the Secretary would offer an increase of \$200 to the pre-existing unit value in the PTCA.

7. Māori Immersion Teaching Allowance (MITA)

The parties agree that the Māori Immersion Teaching Allowance (MITA) for immersion level 1 and 2 will increase from Term 3, 2023, as shown below:

MITA	Pre-2023 rates	Rates from Term 3, 2023	Pre-2023 rates	Rates from Term 3, 2023	Pre-2023 rates	Rates from Term 3, 2023
Teaching time curriculum taught in Te Reo Māori	Level 1 (81% to 100%)	Level 1 (81% to 100%)	Level 2 (51% to 80%)	Level 2 (51% to 80%)	Level 3 (31% to 50%)	Level 3 (31% to 50%)
Base allowance	\$4,000	\$6,000	\$4,000	\$5,000	\$4,000	\$4,000
After 3 years' service	+\$2,000	+\$4,000	-	+\$2,000		-
Total after 3 years' service	\$6,000	\$10,000		\$7,000		
After 6 years' service	+\$4,000	+\$6,000	-	+\$3,000		-
Total after 6 years'	\$8,000	\$12,000	\$4,000	\$8,000	\$4,000	\$4,000

The clause wording is included in the attached Annexe.

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8. Pacific Bilingual Immersion Teaching Allowance (PBITA)

The parties agree to introduce a Pacific Bilingual Immersion Teaching Allowance (PBITA) for immersion levels 1 and 2, effective from the start of the 2024 school year, as shown below:

PBITA	From SoY 2024	From SoY 2024
Teaching time that curriculum is taught in a Pacific language	Level 1 (81% to 100%)	Level 2 (51% to 80%)
Base allowance	\$4,000	\$4,000
After 3 years' service	+\$2,000	+\$1,000
Total after 3 years	\$6,000	\$5,000
After 6 years' service	+\$4,000	+\$2,000
Total after 6 years'	\$8,000	\$6,000

The agreed wording is included in the attached Annexe.

9. Additional Payment

Partnership with NZEI - \$710 Lump sum for members employed as at [insert date of signing]

The parties agree that employees who are members of NZEI Te Riu Roa and are bound by the PTCA as at [insert date of signing] are entitled to receive a one-off gross payment of \$710. Short-term relievers, as defined in clause 1.6.9, who are members of NZEI Te Riu Roa on [insert date of signing] will receive a one-off gross payment of \$710 provided that they have worked at least one day of day relief in Term 1, 2023.

Members of NZEI Te Riu Roa who are bound by the PTCA as at [insert date of signing] and on that day were on approved unpaid leave under Part 4 of this collective agreement are entitled, upon application, to receive the one-off gross payment of \$710 on their return to their position providing that they return on or before the end of Term 1, 2024 on or before 29 July 2024 for those on parental leave.

A teacher may be eligible under more than one category (for example they may hold a part time teaching position and do short term relief) but no teacher shall receive more than gross \$710 in total. Clause wording is included in the attached Annexe (11). This clause wording is for the term of this agreement only, and will be removed in subsequent collective agreements. Guidance on the lump sum is included in the attached Annexe (11A).

10. Increase to motor vehicle allowance rate

The parties agree to increase the motor vehicle allowance provided in clause 5.6, from 62 cents per kilometre, to 83 cents per kilometre, from the start of Term 2, 2023.

11. Central payment of beginning teacher full certificate fees

The parties agree that the Ministry of Education will pay the Teaching Council of Aotearoa New Zealand directly for any fees incurred by beginning teachers when moving from provisional to full certification, over the 36-month term of the collective agreement. (For the avoidance of doubt, this entitlement does not apply during any period that the collective continues in force under s 53 of the Employment Relations Act 2000).

12. Cultural Leadership Allowance

The parties agree to close the Advanced Classroom Expertise Teacher allowance (ACET) to new applicants and repurpose the unused funding to introduce 1,200 Cultural Leadership

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allowances at \$5,000 per annum. The purpose of these allowances will be to build staff capability and cultural leadership in schools and kura, for example a holder of the allowance may coach their peers through engagement with whānau and iwi or Pacific communities, and/or the incorporation of mātauranga Māori into their practice. This will come into effect from Term 1 2024, enabling the parties to determine criteria for accessing the allowance and to work through other related administrative requirements. We expect any final guidance and eligibility criteria to reflect the position that cultural skills and competencies are a responsibility of all kaiako.

Clause wording for the revised ACET allowance is detailed in the attached Annexe.

13. Relief teachers' employment issues

The parties agree to meet regularly to discuss reliever employment issues including remuneration during the term of the collective agreement. The parties will work together to agree a terms of reference within two months of ratification of the collective agreement.

14. Sick leave

The parties agree to improve the existing sick leave entitlements. The agreed wording is provided in the attached Annexe.

15. Maramataka Calendar

The Ministry is supportive of boards who apply to the Ministry to have their school calendar changed to the Maramataka calendar. Once a new legislative framework is in place enabling schools to seek to change to the Maramataka calendar, we will meet with you to discuss a variation to the collective agreement.

16. LSC role recognition and clarification

The parties agree to recognise the valuable role of the Learning Support Coordinator in the Primary Teachers' Collective Agreement at clause 3.36. Clause wording is in the attached Annexe.

The parties intend that the employment conditions for Learning Support Coordinators across state and state integrated schools are consistent. Should additional terms and conditions for Learning Support Coordinators be agreed in the ratification or variation of another Collective Agreement covering teachers in state or state-integrated schools, the Secretary for Education shall offer these conditions to the National Secretary of NZEI TRR via a variation within one month of ratification/variation of the other collective agreement. This shall apply starting from the date these terms of settlement are signed and continuing through the 36-month term of this Agreement only. (For the avoidance of doubt, this entitlement does not apply during any period that the collective continues in force under s 53 of the Employment Relations Act 2000.)

17. Kāhui Ako Within School Teacher allowances

The parties agree to changes in how schools in the Kāhui Ako can more flexibly allocate the current within school teacher allowances by dividing up to 50% of these into responsibility allowances worth \$2,000 per annum (and no less than 50% as within school teacher allowances worth \$8,000 per annum). Clause wording is detailed in the attached Annexe.

18. Entitlement clarification and readability

The parties agree to other clause wording which updates and/or improves readability to entitlements for Removals Expenses, Parental Leave, Parental Grant, Disregarded Sick Leave,

as well as for facilitating RTLB cluster lead school changes. These are detailed in the attached Annexe.

19. Annual Holidays changes

The parties agree to meet over the term of the agreement to progress changes to annual leave provisions. The parties' intention is that teachers' entitlements to correctly calculate payments for annual holidays under the Holidays Act are met, while minimising record keeping requirements for teachers and schools and making minimal changes to the way in which teachers use their time during the remainder of school vacations.

Any agreed changes will be incorporated into the collective agreement by the way of a variation.

20. Related matters

We note that this settlement will be implemented by the Education Payroll by 26 July 2023, providing the collective agreement is signed by 12 May 2023.

The parties agree that the terms and conditions in the collective agreement, bar the union only benefit, will be passed on to non-union staff.

21. Joint settlement communications

The parties will agree collaborative communications about the settlement including key messages, a summary of the settlement, and the sharing of media releases a minimum of two hours prior to release.

22. Technical changes

The parties agree a series of technical changes to the agreement as listed in the attached Annexe.

17th April 2023

Signed in Wellington on _____ 2023 by:

Joschka Hoffmann
Advocate for NZEI Te Riu Roa

Nicole Williams
Advocate for the Secretary for Education

Witnessed:
Kate Lethbridge
for NZ School Trustees Association

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