

Terms of Settlement – Without Prejudice

This section sets out the offer for the renewal of the *Primary Teachers' Collective Agreement (2025 - 2027)* and is to be read in conjunction with the letter of offer and the tracked change collective agreement.

This offer is made by Te Kawa Maataho | Public Service Commission to NZEI Te Riu Roa. It will be subject to ratification by NZEI Te Riu Roa members pursuant to section 51 of the Employment Relations Act 2000 and will be deemed to have lapsed if it is not ratified by 5pm on 3 October 2025 and the new collective agreement signed by no later than 5pm on 6 October 2025.

Term of agreement

Amend clause 1.4 as follows: This collective agreement is effective from 3 October 2025 and expires on 2 December 2027, except as provided for in section 53 of the Employment Relations Act 2000.

1. Remuneration

The Base Salary Scale for Trained Teachers as set out in clause 3.2 will increase as set out in the below table:

Base Salary Scale for Trained Teachers:

Step	Qualification Groups	Rates effective 2 December 2024	Rates effective 3 October 2025	Rates effective 2 October 2026
1	Q1E, Q2E, Q3E	\$61,329	\$62,629	\$63,829
2	Q3+E	\$64,083	\$65,383	\$66,583
3	Q4E	\$66,586	\$67,886	\$69,086
4	Q5E	\$70,779	\$72,079	\$73,279
5		\$75,340	\$76,640	\$77,840
6		\$80,224	\$81,524	\$82,724
7		\$86,123	\$87,423	\$88,623
8		\$90,960	\$92,260	\$93,460
9	Q3M	\$97,920	\$100,368	\$102, 476
10	Q3+M, Q4M, Q5M	\$103,086	\$105,686	\$107,886

The Base Scale - Untrained Employees salary scale as set out in clause 3.4 will increase by **\$1,300** effective from 3 October 2025 and **\$1,200** effective from 2 October 2026.

Base Scale - Untrained Employees:

Step	Rates effective 2 December 2024	Rates effective 3 October 2025	Rates effective 2 October 2026
Minimum	\$52,468	\$53,768	\$54,968
Maximum	\$54,528	\$55,828	\$57,028

The Base Salary Scale for Qualified Speech Language Therapists as set out in the new clause 3.4A will increase on 3 October 2025 by \$2,600 (2.3%) at the top of salary scale (step 9), and by \$1,300 on other steps. There will be an increase one year later on 2 October 2026 by \$2,200 (1.9%) at the top of the salary scale (step 9), and \$1,200 on other steps.

Base Scale- Qualified Speech Language Therapists

Step	Rates effective 2 December 2024	Rates effective 3 October 2025	Rates effective 2 October 2026
1	\$76,805	\$78,105	\$79,305
2	\$81,462	\$82,762	\$83,962
3	\$86,253	\$87,553	\$88,753
4	\$91,069	\$92,369	\$93,569
5	\$95,638	\$96,938	\$98,138
6	\$100,139	\$101,439	\$102,639
7	\$104,640	\$105,940	\$107,140
8	\$109,139	\$110,439	\$111,639
9	\$113,640	\$116,240	\$118,440

2. Unified Base Salary Scale

The parties agree to renew the unified base salary scale mechanism (see clause 3.1.1) for the term of the agreement.

3. Increases to Units

The parties agree to increase the value of salary units (clause 3.9) by **\$100** effective from 28 January 2026 and a further increase of **\$100** will be effective from 28 January 2027.

	Current	28 January 2026	28 January 2027
Unit Value	\$4,500	\$4,600	\$4,700

The parties agree that the following will apply if, a collective agreement applicable to teachers in the state or integrated school sector is ratified (or varied) during the period commencing on the date these terms of settlement are signed and ending on 2 December 2027, that provides for unit values above \$5,000:

- (a) The Public Service Commissioner will 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 will, within one month of receipt of the offer described in above, advise the Public Service Commissioner whether NZEI Te Riu Roa wishes to accept such offer.
- (c) The parties agree that upon receipt of NZEI's acceptance of the offer the PTCA will be deemed to be varied under clause 1.5 in accordance with the terms outlined in the offer referred to in (a) above, as advised by the Public Service Commissioner.

Note: *For the avoidance of doubt, the pre-existing unit value will increase by the amount in excess of \$5,000 upon the signing of the variation. For example: if the unit value in another Collective Agreement rose to \$5,200, the Public Service Commissioner would offer an increase of \$200 to the pre-existing unit value in the PTCA, whether that pre-existing unit value is \$4,600 or \$4,700.*

4. Learning Support Coordinators

To aid with the provision of 650 more Learning Support Coordinators (LSCs) announced in Budget 2025, the parties agree to amend clause 3.37.4 to provide that LSCs can be employed full-time or part-time, including job share arrangements as agreed by the employer. Clause wording is available in the tracked change collective agreement

5. Immersion Teaching Off-Site Allowance

The parties agree to insert a new clause 3.39 which introduces a \$6,000 pro-rated allowance for teachers who provide level one immersion teaching virtually or via face-to-face wānanga to another school, as follows:

3.39 Immersion Teaching Off-Site allowance

3.39.1 From 28 January 2026, a teacher who is providing level one immersion teaching in secondary subjects virtually to another school or kura, or via face-to-face wānanga with students from a group of schools or kura which have been approved by the Ministry, will be eligible for an allowance provided the eligible classes equate to at least 0.2 FTTE of their total usual classroom teaching time.

3.39.2 The allowance of \$6,000 per annum will be pro-rated based on the hour(s) of eligible classes as a proportion of twenty hours (regardless of whether the teacher is employed full-time or part-time).

3.39.3 This allowance is not available to short-term relievers or teachers employed by Te Aho o Te Kura Pounamu.

Note: the Ministry will develop guidance for the application of the allowance in consultation with the union prior to the start of the 2026 school year.

6. Hard to Staff Allowances

The parties agree to meet within two months following ratification to discuss consolidation of the hard to staff allowances under clause 3.16 into fewer more meaningful allowances. The intention is to modernise provisions within existing funding. Any agreed changes will be incorporated by means of a variation.

7. Extending access to Māori Immersion Teaching Allowance (MITA) and Pacific Bilingual Immersion Teaching Allowance (PBITA) to Untrained Employees

The parties agree to amend clause 3.17 (MITA) and clause 3.35 (PBITA) to extend the MITA and the PBITA to untrained employees (i.e. holders of a Limited Authority to Teach). This allows provision of specialist knowledge in shortage areas for a limited time.

8. Disregarded Sick Leave

The parties agree to add a new clause 4.3.1.(vi) to the disregarded sick leave provisions to state that:

“Disregarded sick leave will not be granted:

- For stress or non-physical illnesses from events that give rise to a complaint against the employer or for a claim for a personal grievance*
- For stress or illnesses that have resulted from the employee being subject to a disciplinary or competency process*
- Where the employer has agreed to support an application for DSL as part of a negotiated exit from employment.”*

9. Limiting disruption to student learning, increasing flexibility of school operations and removing extra costs for schools

The parties agree to amend clauses 2.10.3 - 2.10.5 to:

1. Include under clause 2.10.3 that school community events form part of a teacher's responsibilities.
2. Clarify under clause 2.10.4 that call backs can be used for evening activities; and
3. From 28 January 2026:
 - a. under clause 2.10.4, increase the number of days teachers can be required to attend school (or elsewhere) when the school is closed to students from up to 10 days to up to 20 days; and
 - b. under clause 2.10.5, remove expenses payments to teachers who work onsite or elsewhere when the school is closed for instruction

10. Clarify the use of Beginning Teachers Time Allowance

The parties agree to clarify through a note in the collective agreement (following clause 3.27.1) that the beginning teacher time allowance can be used to provide release to their mentor teacher to enable support for the beginning teacher, at the discretion of the employing school.

11. Classroom Release Time (CRT) for curriculum and assessment improvements

The parties agree to promote guidance on the use of classroom release time including to support the implementation of curriculum changes, assessment practices, and associated

teaching and learning approaches.

12. Study Awards

The parties agree:

- the study award criteria will prioritise level 7 and above qualifications.
- Qualifications at level 5 and 6 will be considered by the panel if they meet identified teacher supply needs or educational priorities such as learning support, structured literacy and numeracy, or te reo Māori.
- Applications will be declined that do not meet the study award criteria.

13. Paid Sabbatical Leave

The parties agree to amend the paid sabbatical leave under clause 4.10.2 to include the following:

(e) Preference will be given to applications that include one of the following outcomes:

- i. Submit findings to at least one peer reviewed publication, or
- ii. Provide a research-lead equivalent output, or
- iii. Undertake or complete a recognised further education related qualification.

(f) Applications that meet one or more of the above criteria will be prioritised for approval within any 12-month period. Once these have been considered, further applications may be reviewed subject to available capacity and resources.

Note: A research-led output may include undertaking a narrative inquiry where findings are submitted to an academic publication or academic conference, or contributing to academic research, or submitting a paper to a peer-reviewed journal.

14. Service credit for Commencing Salary for untrained employees who become certificated teachers

The parties agree to amend the commencing salary provisions to better recognise the prior work experience of untrained employees who, upon gaining their teaching certification, transition to the trained teacher salary scale. Amended wording of clause 3.5 and Appendix 6 is included in the tracked change collective agreement.

15. Reliever Progression

The parties agree to meet within two months of ratification of the collective agreement to discuss options for streamlining the relievers' salary increment notification process, as relates to clause 3.7.2. The intention of the parties is to provide guidance for relievers and schools and simplify the process, where possible.

16. Recognition of service for employees transferred to converted (charter) schools who return to state and state-integrated schools

The parties agree to recognise previous service in a Converted School for employees who were transferred to a charter school under clause 119 of Schedule 1 of the Education and Training Act 2020, and who have now returned to state and state-integrated schools (provided the employee's service is continuous).

Clause 1.6. Definitions will also be amended to include definitions for “Converted School” and “Transferred Employee”:

1.6.3 *“Converted School” has the same meaning as in clause 114 of Schedule 1 of the Education and Training Act 2020.*

1.6.17 *“Transferred Employee” means any employee who was transferred from employment in a state or state integrated school to employment in a charter school under clause 119 of Schedule 1 of the Education and Training Act 2020.*

Complete wording is available in the tracked change collective agreement.

17. Closedown Period for Teacher Annual Leave

The parties agree to the addition of clause 4.13 to clarify that in accordance with the Holidays Act 2003, teachers take four weeks of annual leave during the summer break after the end of term four during a closedown period. This and other provisions which work towards Holidays Act compliance are detailed in the tracked change collective agreement.

18. Technical and Readability

The parties agree to technical changes intended to provide clarification and readability. **The tracked change version of the PTCA is provided.** The key technical changes are highlighted below:

- Including the Speech language Therapist pay scale in the collective agreement under clause 3.4A1
- Clarifying that LAT holders/untrained employees are eligible for 3R payments under clause 3.26 for reasons of recruitment, retention and responsibility
- Clarifying the components included in the calculation of a principal’s base salary under clause 3.14, for the purposes of administering the relieving principal’s allowance
- Improvements for readability and clarification
- Updating for legislation
- Removing defunct provisions

19. Related Matters

If this offer is ratified by 3 October 2025, Education Payroll Limited (EPL), will implement the pay rates by 9 December 2025.

The parties note that following ratification the Secretary for Education will promulgate an individual employment agreement for non-union employees based on the terms and conditions in the collective agreement.

Signed in Wellington on _____ by:


Advocate for NZEI Te Rui Roa


**Representative for the Public Service
Commissioner**

Witnessed:

[REDACTED]

For Te Whakarōputanga Kaitiaki Kura o Aotearoa