



## Te Kawa Mataaho

Public Service Commission

11 December 2025

### - Terms of Settlement -

This section sets out the offer for the renewal of the *Primary Teachers' Collective Agreement (2025 - 2028)* and is to be read in conjunction with the marked up collective agreement.

This offer is made by the Public Service Commissioner 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, and the new collective agreement signed, by 5:00pm on 19 December 2025.**

Improvements to some elements in this offer of settlement were made subject to NZEI Te Riu Roa using joint key messages to describe them in communications to members.

#### 1. Term of Agreement

Amend clause 1.4 as follows: This collective agreement is effective from 11 December 2025 and expires on 10 January 2028, except as provided for in section 53 of the Employment Relations Act 2000.

#### 2. Remuneration

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

- 2.5% on all steps on 28 January 2026; and
- 2.0% on steps 1 – 8 and 2.1% on steps 9 and 10 on 28 January 2027.

**New rates** are as set out in the table below.

*Base Salary Scale for Trained Teachers:*

Step	Qualification Groups	Rates effective 2 December 2024	Rates effective 28 January 2026	Rates effective 28 January 2027
1	Q1E, Q2E, Q3E	\$61,329	\$62,862	\$64,119
2	Q3+E	\$64,083	\$65,685	\$66,999
3	Q4E	\$66,586	\$68,251	\$69,616
4	Q5E	\$70,779	\$72,548	\$73,999
5		\$75,340	\$77,224	\$78,768
6		\$80,224	\$82,230	\$83,874
7		\$86,123	\$88,276	\$90,042
8		\$90,960	\$93,234	\$95,099
9	Q3M	\$97,920	\$100,368	\$102,475
10	Q3+M, Q4M, Q5M	\$103,086	\$105,686	\$107,886

The Base Salary Scale for Untrained Employees as set out in clause 3.4 will increase on all steps by:

- 2.5% on 28 January 2026; and
- 2.0% on 28 January 2027

New rates are as set out in the table below.

Base Scale - Untrained Employees

Step	Rates effective 2 December 2024	Rates effective 28 January 2026	Rates effective 28 January 2027
Minimum	\$52,468	\$53,780	\$54,855
Maximum	\$54,528	\$55,891	\$57,009

The Base Salary Scale for Qualified Speech Language Therapists as set out in the new clause 3.4A will increase on all steps by:

- 2.5% on 28 January 2026; and
- 2.0% on 28 January 2027.

New rates are as set out in the table below.

Base Scale- Qualified Speech Language Therapists

Step	Rates effective December 2024	Rates effective 28 January 2026	Rates effective 28 January 2027
1	\$76,805	\$78,725	\$80,300
2	\$81,462	\$83,499	\$85,169
3	\$86,253	\$88,409	\$90,178
4	\$91,069	\$93,346	\$95,213
5	\$95,638	\$98,029	\$99,990
6	\$100,139	\$102,642	\$104,695
7	\$104,640	\$107,256	\$109,401
8	\$109,139	\$111,867	\$114,105
9	\$113,640	\$116,481	\$118,811

3. 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.

4. Increases to Units

The parties agree to increase the value of salary units under clause 3.9 by \$700 effective from 28 January 2026.

	Current	28 January 2026
Unit Value	\$4,500	\$5,200

## **5. 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

## **6. 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.

## **7. 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.

## **8. 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 3.36 (PBITA) to extend the MITA and the PBITA to untrained employees (i.e. holders of a Limited Authority to Teach) who are concurrently undertaking a recognised Initial Teacher Education Training programme. This allows provision of specialist knowledge in shortage areas by LATs who are appointed for a fixed term and who are working towards becoming a qualified teacher.

## **9. Term breaks and other times when schools are not open for instruction**

The parties agree to amend clauses 2.10.3 - 2.10.5 as follows:

*2.10.1 Employees will work such hours as may be reasonably required of them to enable them to properly fulfil their responsibilities and duties as teachers, whether or not such hours exceed 40 hours per week. The normal hours of work for employees should as far as practicable however not exceed 40 hours per week Monday to Friday.*

[REDACTED]

2.10.2 *It is acknowledged that employees are required to undertake such responsibilities and duties as:*

- *Preparation, evaluation and assessment time generated by classes/sessions and the students within them, or by other requirements such as the need to report on the progress of individual students;*
- *Counselling of students;*
- *Administrative responsibilities of individual teachers;*
- *Attending courses and meetings;*
- *Attending school community activities;*
- *Professional development in addition to their normal class contact time, and that these factors have been taken into consideration in determining the employee's hours of work and leave entitlements.*

2.10.3 *Except as provided in clause 2.10.1 and in this clause, employees will not be required to attend school during any time when the school is officially closed for instruction. Boards may require employees to attend school or elsewhere when the school is closed for instruction (except during a closedown under clause 4.13 or on weekends or public holidays unless by agreement) for up to ten days per school year (or the equivalent). These days can be required for all or any of the following purposes – school administration, school preparation and co- ordination, pre-term planning curriculum, and/or technical refreshment, and/or professional development, and/or school community activities. The employer will endeavour to arrange matters at the school in such a way that any requirement under this section is not unreasonable and that employees' individual needs are taken into account. Employees' own initiatives in undertaking work for the above purposes will be counted when applying this clause.*

2.10.4 *Subject to clause 2.10.5, where employees are required to attend school or elsewhere when the school is closed for instruction under clause 2.10.3, they will be reimbursed for any actual and reasonable costs incurred in accordance with Part 5 of this Agreement.*

2.10.5 *Where employees are required to attend school during the term dates prescribed by the Minister, but the school is closed for instruction, clause 2.10.4 will not apply.*

*Note: clause 2.10.5 also applies to Saturdays and Sundays where a school opens for instruction on those days as part of their usual timetable.*

## **10. Disregarded Sick Leave**

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

[REDACTED]

(vi) *Disregarded sick leave will not be granted:*

- *Where the raising of a complaint/personal grievance against the employer has substantially caused a stress-related or non-physical illness.*
- *Where the employee being subject to a disciplinary or competency process has substantially caused the sickness.*
- *Where the employer has agreed to support an application for disregarded sick leave as part of settlement of an employment relationship problem or a negotiated exit from employment.*
- *Where payment has been made by the Accident Compensation Corporation.*

(vii) *For the avoidance of doubt:*

- *Where an employee qualifies for disregarded sick leave, that qualification is not lost by subsequent raising or pursuit of a personal grievance, nor by the employer's subsequent initiation of a performance management process.*
- *If a personal grievance is lodged as the result of the employer's handling of an employee's request for disregarded sick leave, this does not disqualify the employee from being granted disregarded sick leave.*
- *illnesses (including those that are stress-related) that are not barred by (vi) above can confer eligibility for disregarded sick leave.*

*Full wording is in the tracked change collective.*

#### **11. 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.

#### **12. Chatham and Pitt Island Provisions**

The parties agree to amend clause 7.7 which provides for Chatham Islands allowances as follows:

- from 28 January 2026, the isolation allowance will increase from a basic rate of \$806.56 to \$2,200. The partner rate will be removed; and
- from 28 January 2026, the freight allowance will increase from a basic rate of \$2662.42 to \$5,000, partner rate from \$1,457.54 to \$4,000, and child/dependent rate from \$665.64 to \$1,500.

The parties also agree to amend clause 7.10 to, from 28 January 2026, reduce the qualifying period to access return flights for professional development purposes from 12 months to 6 months. Clause wording is available in the tracked change collective agreement.

#### **13. 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:

- Technical Chatham Island changes.

- Including the Speech Language Therapist pay scale in the collective agreement under clause 3.4A1.
- Clarifying that LAT holders/untrained employees are eligible for fixed term 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.
- Clarifying that units are not allowances for the purposes of calculating an employee's entitlement to the Higher Duties Allowance under clause 3.14.
- Clarifying how the Higher Duties Allowance under clause 3.13 is allocated where two or more employees are acting up under a job-sharing arrangement.
- Improvements for readability and clarification.
- Updating legislation references.
- Removing defunct provisions.

### ***Terms of Settlement Only***

#### **14. Cultural Leadership Allowance**

The parties agree that, from 28 January 2026, an additional 25 Cultural Leadership Allowances (CLA) will be made available. These will be distributed based on the existing allocation method. Information about the allocation method can be found at [Cultural leadership allowance allocation process - primary teachers.pdf](#). The parties will update as required.

#### **15. Clarify the use of Beginning Teachers Time Allowance**

The parties note that 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.

#### **16. 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.

#### **17. Hard to Staff Allowances**

The parties agree to meet within six months following ratification (or sooner if other parties ratify), to discuss how the current hard-to-staff allowances (under clause 3.16 in the PTCA) available to principals and teachers could be improved, by consolidating them into fewer, more meaningful, better targeted, and more purposeful allowances that are more effective in supporting recruitment and retention in hard to staff schools. The intention is to modernise provisions within existing funding. Any agreed changes will be incorporated by means of a variation

#### **18. Reliever Progression**

[REDACTED]

The parties agree to meet within six months following 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.

**19. 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*.

**20. Related Matters**

If this offer is ratified and the new collective agreement signed by 19 December 2025, Education Payroll Limited (EPL), will implement the pay rates by PP27, payday 31 Mar 2026.

The Ministry intends to publish this offer on 22 December 2025, after ratification voting closes.

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 11 December by:

[REDACTED]  
**Advocate for NZEI Te Rui Roa**

[REDACTED]  
**Representative for the Public Service  
Commissioner**

Witnessed:

[REDACTED]  
**For Te Whakarōpūtanga Kaitiaki Kura o Aotearoa**