



## Terms of Settlement

This section sets out the offer for the renewal of the *Area Schools Teachers' Collective Agreement (2026 - 2028)* and is to be read in conjunction with the marked up collective agreement.

This offer is made by Te Kawa Mataaho | Public Service Commission to PPTA Te Wehengarua and NZEI Te Riu Roa. This offer is subject to ratification by each union's members pursuant to section 51 of the Employment Relations Act 2000 and will be deemed to have lapsed if it is not ratified by 12 noon on 11 February 2026 and signed by 12 noon on 18 February 2026.

The terms outlined in this document will be published by the Ministry of Education on 31 December 2025.

### 1. Term of agreement

**Amend** clause 1.5 as follows: This collective agreement is effective from 28 January 2026 and expires 28 February 2028 or 25 months after ratification, whichever is later, except as provided for in s53 of the Employment Relations Act 2000.

### 2. Remuneration

The Base Salary Scale – Trained Teachers as set out in clause 3.1.2 will increase as set out in the table below:

- 2.5% from date of ratification or 28 January 2026 (whichever is later), and
- 2.0% 28 Jan 2027 for steps 1 to 8 and 2.1% 28 Jan 2027 for steps 9 and 10.

**Amendments** are as set out in the table below.

*Base Salary Scale – Trained Teachers:*

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Step	Qualification Groups	Rates effective from 2 December 2024	Rates effective from date of ratification or 28 January 2026 (whichever is later)	Rates effective 28 January 2027
1	G3E	\$61,329	\$62,862	\$64,119
2	G3+E	\$64,083	\$65,685	\$66,999
3	G4E	\$66,586	\$68,251	\$69,616
4	GSE	\$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	G3M	\$97,920	\$100,368	\$102,475
10	G3+M, G4M, G5M	\$103,086	\$105,686	\$107,886

The Base Scale - Untrained Teachers as set out in clause 3.1.4 will increase as set out in the table below:

- 2.5% from date of ratification or 28 January 2026 (whichever is later), and
- 2.0% 28 Jan 2027.

**Amendments** are as set out in the table below.

*Base Scale - Untrained Teachers*

Step	Rates effective from 2 December 2024	Rates effective Date of Ratification 2026 or 28 January 2026 (whichever is later)	Rates effective 28 Jan 2027

1	\$53,155	\$54,484	\$55,574
2	\$55,316	\$56,699	\$57,833
3	\$56,397	\$57,807	\$58,963
4	\$57,496	\$58,933	\$60,112

### 3. Learning Support Coordinators

**Amend** clause 3.37.5 to allow employment of LSC's in a part-time capacity. Clause wording is replaced as follows:

*3.37.5 Coordinators can be employed full-time or part-time, including job share arrangements as agreed by the employer.*

### 4. Middle Management Allowances

**Amend** clause 3.5 by increasing the value of MMAs from date of ratification or 28 January 2026 (whichever is later), school year as follows:

*3.5.6 Each Middle Management Allowance will generate an additional annual salary payment of \$2,000 per annum increasing to \$2,400 from date of ratification or 28 January 2026 (whichever is later).*

### 5. Units

**Amend** clause 3.4.2 by increasing the unit value for all teachers covered by the ASTCA to \$5,500 from date of ratification or 28 January 2026 (whichever is later).

*3.4.2 Units are paid at the rate of \$5,000 per annum. From date of ratification or 28 January 2026 (whichever is later), the rate of each permanent or fixed term unit is \$5,500 per annum. They are paid at the substantive rate (i.e. not divisible) to both full-time and part-time teachers. The only circumstance in which the units may be proportioned is in an approved full-time job share position.*

## 6. Service/Qualification Increment

**Rename** clause 3.18 to Service/Qualification Increment and **add** a new clause 3.18.10 to read:

3.18.10 *Permanent teachers who have been assessed as Level 5 or higher on the Whakamātauria Tō Reo Māori framework are entitled to the allowance in clause 3.18.3 from the date their application is accepted. The increment is payable to a maximum of 20 area school teachers assessed at Level 5 or higher. If more than 20 teachers meet this criterion at any one time, only the first 20 applicants will be entitled to receive the increment. The increment is not payable where the teacher is receiving the Māori Immersion Teacher Allowance.*

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

**Amend** clause 1.8 by adding sub-clauses 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), provided the employee's service is continuous.

Clause 1.8 Definitions will also be amended to include definitions for "Converted School" and "Transferred Employee":

- (e) "Converted School" has the same meaning as in clause 114 of Schedule 1 of the Education and Training Act 2020.
- (f) "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. Disregarded Sick Leave

**Amend** clause 5.2.8 as follows:

### 5.2.8 Disregarded Sick Leave

- (a) *Subject to (e) below, disregarded sick leave not exceeding an overall aggregate of two years may be granted by the Secretary for Education where in the opinion of the Secretary one of the following conditions has been met:*
  - i. *The sickness can be traced directly to the conditions or circumstances under which the teacher is working; or*
  - ii. *The injury occurred in the discharge of the teacher's duties through no fault of the teacher; and where no payment has been made by the Accident Compensation Corporation; or*

iii. *The teacher has contracted a notifiable disease listed in Part 1 of Schedule 1 of the Health Act 1956, and the teacher is either:*

- *complying with a written request or direction from a Medical Officer of Health under the Health Act 1956 to refrain from attending school for a specified period, or*
- *Is otherwise required by a relevant Public Health Order to refrain from attending school for a specified period; or*

iv. *The teacher has contracted hepatitis or tuberculosis, where the period of disregarded sick leave is the time that the teacher's treating registered medical practitioner decides is necessary for the teacher to remain away from school; or*

v. *The absence was due to war injury or to war service.*

(b) *Where the sick leave has been deducted for any period granted as disregarded sick leave under clause 5.2.8(a)(i) to clause 5.2.8(a)(v) above, the sick leave will be reinstated.*

(c) *Disregarded sick leave is additional to any period of absence on account of sickness or injury to which the teacher is entitled with full salary in accordance with the scale set out in clause 5.1.2(a) above.*

(d) *Fixed term or relieving teachers will only be granted disregarded sick leave, as provided for in clause 5.2.8 (a) above, where they have been in continuous employment before the date of application.*

(e) *Disregarded sick leave will not be granted by the Secretary for Education:*

- i. *Where the raising of a complaint/personal grievance against the employer has substantially caused a stress-related or non-physical illness.*
- ii. *Where the employee being subject to a disciplinary or competency process has substantially caused the sickness.*
- iii. *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.*
- iv. *Where payment has been made by the Accident Compensation Corporation.*

(f) *For the avoidance of doubt:*

- i. *Where an employee qualifies for disregarded sick leave, that qualification is not lost by subsequent raising or pursuit of a personal grievance/complaint, nor by the employer's subsequent initiation of a performance management process.*

- ii. *If a personal grievance is raised 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.*
- iii. *Illnesses (including those that are stress-related) that are not barred by (e) above can confer eligibility for disregarded sick leave.*

## 9. Principal's Nominee Allowance

**Terms of settlement only:** If NZQA-accredited *Consent to Assess (or equivalent)* is no longer in place and not substituted with similar responsibilities, the Secretary will, within 28 days, offer a variation to the ASTCA that provides that the Principal's Nominee allowance will no longer apply, and that notice will be provided to current recipients of the allowance (as set out in clause 3.38.5). The parties agree that upon receipt of the union's acceptance of the offer, the ASTCA shall be deemed to be varied pursuant to clause 1.6 in the terms outlined in the offer.

From 26 April 2026, the employer will be entitled in each school year to receive additional staffing generated in the relevant Staffing Order. The parties intend this to provide 0.04 FTTE for the principal's nominee time allowance in clause 3.38.4.

New clause 3.38 introduces an allowance for the Principals Nominee, as follows:

### 3.38 Principal's Nominee

- 3.38.1 *The employer may appoint one teacher as the Principal's Nominee for responsibilities associated with the school's NZQA-accredited Consent to Assess (or equivalent) during the school year.*
- 3.38.2 *From 26 April 2026 the appointed teacher will be entitled to an allowance of \$2,500 per annum. This allowance is not pro-rated except as provided for by clause 3.38.3.*
- 3.38.3 *In exceptional circumstances (and only with the employer's agreement), the role can be shared by two teachers. Where this applies, the allowance and the time allocation will be shared in proportion with each teacher's responsibilities - which must be agreed at the time the arrangement is entered into (or varied).*
- 3.38.4 *Each holder of the Principal's Nominee Allowance will be entitled to one hour of timetabled non-contact time.*
- 3.38.5 *The employer or the teacher appointed as the Principal's Nominee may end the responsibilities with a minimum of one term's notice.*

## 10. Term Breaks and Other Times When Schools Are Not Open for Instruction

**Amend** provisions to enable teachers to participate in duties such as administration, professional learning and community events whilst limiting disruption to learning by amending clauses 4.7.4 and 4.7.5 as follows:

4.7.4 *Subject to clause 4.7.5, where teachers are required to attend school or elsewhere when the school is not open for instruction pursuant to clause 4.7.2 and clause 4.7.3 above, they will be reimbursed for any actual and reasonable costs incurred.*

4.7.5 *Clause 4.7.4 does not apply where during the school term (as specified by the Minister) the school is not open for instruction but teachers are required to:*

- (a) attend school or elsewhere between 8.30am and 4.30pm on any of Monday to Friday; or*
- (b) attend school on a Saturday or Sunday between 8.30am and 4.30pm where a school is open for instruction on those days as part of their usual timetable.*

## 11. Closedown Period for Teacher Annual Leave

**Amend** the holidays provisions to clarify that teachers take four weeks of annual leave ideally 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. Salary when moving from the untrained to trained teacher scale

Include a **new** clause 3.1.6 to better recognise the prior work experience of untrained teachers who, upon gaining their teaching qualification, transition to the trained teacher salary scale.

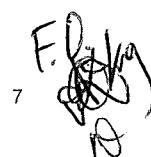
Amended wording is as follows:

### 3.1.6 **Salary when moving from the untrained to trained teacher scale**

#### 3.1.6 *Moving from the untrained to the trained teacher salary scale*

*(a) Where an untrained teacher applies for and is subsequently granted a practising certificate from the Teaching Council of Aotearoa New Zealand, the following will apply.*

- i. The teacher will, subject to (ii) and (iii) below, translate to the entry step for their qualification group on the Base Salary Scale - Trained Teachers. The date of this change will become their new anniversary date for salary progression purposes.*



- ii. *Where the teacher has service as an untrained teacher in a state or state integrated school that has not contributed to progression on the Base Scale - Untrained Teachers, they will have this service added to their entry step as per (i) on the Base Salary Scale – Trained Teachers. This will happen as part of their assessment under Appendix 7.*
- iii. *Where the teacher had relevant work experience and/or other teaching service already counted in their first salary assessment (see clause 2 of Appendix 7), provided they were employed as an untrained employee while they were undertaking their initial teacher education programme (recognised by the Teaching Council of Aotearoa New Zealand), they will have this work and/or service included in their assessment under Appendix 7.*

**Note:** Clause 3.1.6 is not intended to be used for teachers who are commencing their first ever teaching position in the state and state integrated school sector after having become qualified but who are still awaiting confirmation of registration/certification from the Teaching Council of Aotearoa New Zealand. Beginning teachers who commence their first ever teaching position after becoming qualified should generally be assessed under Appendix 7.

### 3.1.7 Secretary's discretion in exceptional circumstances

- (a) *In exceptional circumstances the Secretary for Education may exercise discretion to approve the higher placement or faster progression of a teacher within the salary scale, having regard to a teacher's previous service and professional, technical, practical or other suitable experience, subject to the provisions of Appendix 7.*

## 13. Coverage

**Amend 1.3 as follows-**

### 1.3 Coverage

1.3.1 *This agreement covers teachers (excluding principals) employed in area schools as defined in clause 1.8.1(b) and RTLb referred to in clause 1.3.2(c) below.*

1.3.2 *This agreement will be binding on:*

- (a) *All employees who come within the coverage clause and who are at the commencement of the agreement or who become during the term of the agreement, members of the NZEI Te Riu Roa or the PPTA Te Wehengarua.*
- (b) *Pursuant to section 586 of the Education and Training Act 2020, the employers of those teachers.*
- (c) *Those RTLb who are no longer covered by clause 1.3.2(a) of this collective agreement after 28 January 2012 (but who were covered by it as at 27 January 2012) and who accept*

employment in the new lead employing school, so long as they remain employed as an RTLB with that lead school employer, and retain their union membership as at 27 January 2012.

**Amend 1.8 as follows-**

**1.8 Definitions**

1.8.1 Insert new definition (b) and subsequent renumbering of clauses:

(b) "Area School" means a composite school as defined in the Education and Training Act 2020 other than:

- (i) specialist schools, including specialist residential schools and regional health schools,
- (ii) year 7 to 10 (restricted composite) schools,
- (iii) year 7-13 schools, and
- (iv) Te Aho o Te Kura Pounamu.

**Note:** Without limiting the operation of subclause (b) above, the insertion of this definition does not indicate any party having accepted a particular view as to the coverage of Annex 1 schools prior to 28 January 2026.

**Terms of Settlement only**

**14. Access to Professional Learning and Development Fund**

The parties agree that teachers who are PPTA members in Area Schools are entitled to be covered by the Professional Learning and Development Services Agreement (PLDSA).

**15. Coverage**

The parties note that there have been differences in the interpretation and application of the coverage clause of the Area School Teachers' Collective Agreement.

Nothing in the 2026-2028 Area School Teachers' Collective Agreement or in these Terms of Settlement shall be interpreted as either party having accepted a particular position on the coverage of employees under an area school teachers' collective agreement that preceded the 2026-2028 ASTCA.

To move forward, the parties have agreed the following:

The following definition of "area school" will be inserted in clause 1.8.1(b) of the Agreement.

(b) "Area School" means a composite school as defined in the Education and Training Act 2020 other than:

- (i) specialist schools, including specialist residential schools and regional health schools,

- (ii) year 7 to 10 (restricted composite) schools,
- (iii) year 7-13 schools, and
- (iv) Te Aho o Te Kura Pounamu.

For the purposes of ratification, the ASTCA will apply to a list of schools that is appended to the Area School Teachers' Collective Agreement as Annex 1.

The parties agree to vary the coverage clauses of the PTCA and STCA no later than 28 February 2026, to ensure they do not cover area schools as defined in 1.8.1 of this Agreement from the date the ASTCA comes into force.

The parties agree that for the term of the Agreement inclusive of any time added as the result of the operation of s 53 of the Employment Relations Act 2000, any teacher who has a reduction in overall remuneration as the result of the new ASTCA coverage clause will have this addressed through an allowance representing the difference in overall remuneration.

The parties to the ASTCA agree in good faith to work together during the term of the agreement to review the coverage clauses of the collective agreements applicable to school teachers and school principals they are a party to in order to determine whether the existing collective agreement coverage of composite school teachers and principals meets the needs of the covered employees and their employers, and, as far as practicable, reduce the number of schools where more than one collective agreement may apply. The parties will agree a terms of reference for this review by the end of term 1 2026.

## **16. Clarification Māori Immersion Teaching Allowance (MITA) and Pacific Bilingual Immersion Teaching Allowance (PBITA)**

It was clarified at the table that clause 3.14 (MITA) and clause 3.35 (PBITA) extends to untrained teachers (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.

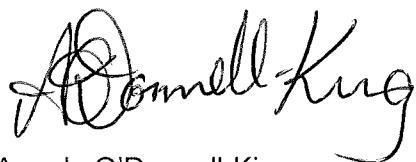
## **17. Technical changes**

The parties agree to technical changes intended to provide clarification and readability. **The tracked change version of the ASTCA will be provided.**

## 18. Related Matters

If this offer is ratified by 11 February 2026 Education Payroll Limited (EPL) will implement the pay rates by 26 May 2026.

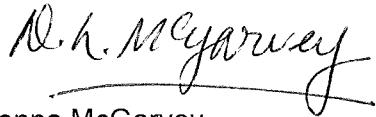
Signed in Wellington on 16 December 2025 by:



Angela O'Donnell-King  
**Advocate for PPTA Te Wehengarua**



Freddie Dillon  
**Advocate for NZEI Te Riu Roa**



Donna McGarvey  
**Advocate for Public Service Commission**



Maynard Scott  
**For Te Whakarōputanga Kaitiaki Kura o Aotearoa**

