



**Te Kawa Mataaho**  
Public Service Commission

**27 February 2026**

**- Terms of Settlement -**

This section sets out the offer for the renewal of the *Primary Teachers' Collective Agreement (2026 - 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 20 March 2026.**

**Interpretation note:** unless specified otherwise in this Terms of Settlement, clause references refer to the clause numbering in the now-expired PTCA dated 3 July 2023 – 2 July 2025. Some clause numbering may change once a new agreement is ratified.

**1. Term of Agreement**

Amend clause 1.4 as follows: This collective agreement is effective from **20 March 2026** and expires on **19 April 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 20 March 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 20 March 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,	\$103,086	\$105,686	\$107,886

The Ministry reserves the right to correct any errors or omissions.

Q5M			
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The Base Salary Scale for Untrained Employees as set out in clause 3.4 will increase on all steps by:

- 2.5% on 20 March 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 20 March 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 20 March 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 20 March 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 \$600 effective from 20 March 2026. A further increase of \$150 will apply from 28 January 2027.

	Current	20 March 2026	28 January 2027
Unit Value	\$4,500	\$5,100	\$5,250

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

The parties agree to amend clause 2.10 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.*

*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.*

## **9. 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:

*(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.*

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

The parties agree to amend clause 7.7 to provide that from 20 March 2026, the freight allowance will increase from a basic rate of \$2662.42 to \$5,000 per annum, partner rate from \$1,457.54 to \$4,000 per annum, and child/dependent rate from \$665.64 to \$1,500 per annum. The freight allowance will continue to be taxable and paid fortnightly with the teacher's salary.

The parties agree to make further amendments to mirror, where relevant, the NZEI Primary Principals Collective Agreement 2026 to 2028. This includes but is not limited to:

- from 20 March 2026, the isolation allowance will increase from a basic rate of \$806.56 to \$2,500 per annum. The partner rate will be removed; and
- from 20 March 2026, reducing the qualifying period to access return flights for professional development purposes from 12 months to 6 months.

Full clause wording is available in the tracked change collective agreement.

## **11. School Camp Allowance**

The parties agree that from 20 July 2026, the camp allowance in clause 5.3 will increase to \$30. Clause wording is available in the tracked change collective agreement.

## **12. Associate Teacher Allowance**

The parties agree to amend clause 3.21 to clarify that the associate teacher allowance is a minimum rate and that employers can choose to pay the allowance at a higher rate. Where a rate above the minimum rate is to be paid to a teacher, the rate will be consistent with any arrangements made between the provider and the Board.

## **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 the new 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 3.13.
- 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. Relief Teacher Professional Learning Development**

The parties agree that a maximum of \$3 million is available and will be used by the Ministry to set up and deliver structured literacy and numeracy PLD for primary teachers (union members or otherwise) working as short term relievers in 2026 and 2027. The intention is that this PLD is held during term breaks (or at other times when schools are not open for instruction) to minimise disruption for students. The \$3 million will be used to

- Set up and deliver the PLD through providers approved by the Ministry
- Provide a reimbursing stipend of \$100 per day for attending relievers to support them with any costs of attending, such as childcare, meals and travel.

The Ministry will administer this fund and oversee the delivery of the PLD.

#### **15. Working Group on Annual Holidays and Leave**

The parties agree to meet over the term of the agreement to discuss how teachers' entitlements for annual holidays under legislation can be correctly calculated, 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. This will be effected by the introduction of closedown period(s) held over the summer break after the end of term four and/or during other term breaks, and other relevant changes.

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

#### **16. Cultural Leadership Allowance**

The parties agree that, from 20 March 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.

**17. 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.

**18. 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.

**19. Reliever Progression**

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.

**20. 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*.

**21. Related Matters**

If this offer is ratified and the new collective agreement signed by 20 March 2026, Education Payroll Limited (EPL), will implement the pay rates no later than 30 June 2026.

The Ministry intends to publish this offer on 18 March 2026.

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 **27 February 2026** by:

  
**Advocate for NZEI Te Rui Roa**

  
**Representative for the Public Service  
Commissioner**

Witnessed:



**For Te Whakarōpūtanga Kaitiaki Kura o Aotearoa**