



26 March 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 tracked change collective agreement.

This offer is made by the Public Service Commissioner to NZEI Te Riu Roa. It is 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 2 April 2026, and the new collective agreement signed, by 24 April 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

Replace clause 1.4 with the following:

This Agreement shall come into force on date of ratification – 2 April 2026 and expires on 2 October 2028, except as provided for under 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 the following amounts:

- 2.5% on all steps from date of ratification – 2 April 2026; and
- 2.0% on steps 1-8 and 2.1% on steps 9 and 10 on 28 January 2027

The new rates are set out below:

Step	Qualification Groups	Rates effective 2 December 2024	Rates effective date of ratification 2 April 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 2 April 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 date of ratification 2 April 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 date of ratification – 2 April 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 2 December 2024	Rates effective date of ratification 2 April 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 amend the Unified Base Salary Scale mechanism (clause 3.1) as follows:

3.1 Unified Base Salary Scale and unit rates

3.1.1 The purpose of this clause is to maintain a Unified Base Salary Scale and unit rates for all teachers in the state and state integrated compulsory education sector.

3.1.2 Mechanism

(a) The Secretary for Education ~~shall will~~, within one month of ratification of any collective agreement (or relevant variation thereof) applicable to other teachers in the state and integrated school sector, notify the NZEI Te Riu Roa National Secretary of any changes **to the base salary scale** and offer such changes to teachers covered by the PTCA.

(b) The Secretary for Education will, within one month of ratification of any collective agreement (or relevant variation thereof) applicable to other teachers in the state and integrated school sector, notify the NZEI Te Riu Roa National Secretary of any changes **resulting in the value of units being higher than \$5,500** (in clause 3.9) and offer such changes to teachers covered by the PTCA.

~~(b)~~ (c) The National Secretary of NZEI Te Riu Roa ~~shall will~~, within one month of receipt of the offer described in clause 3.1.2(a) and/or 3.2.1(b), 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 will~~ be deemed to be varied ~~pursuant to~~ under clause 1.5 in the terms outlined in the offer as advised by the Secretary for Education.

3.1.3 The teachers and school boards will be notified of any changes in the PTCA made ~~pursuant to~~ under clause 3.1.2.

3.1.4 Clause 3.1 ~~shall applies~~ from ~~1 June 2023~~ 2 April 2026 to ~~2 July 2025~~. 2 October 2028. Thereafter this clause ~~will cease~~ to apply and has ~~shall have~~ no effect.

3.1.5 For clarity, reference to teachers in this clause means trained teachers i.e. teachers who hold a current practicing certificate and does not include speech language therapists or untrained employees.

4. Increases to Units

The parties agree to increase the value of salary units under clause 3.9 as follows:

	Current	Rates effective date of ratification 2 April 2026	28 January 2027	2 October 2028
Unit Value	<u>\$4,500</u>	<u>\$5,100</u>	<u>\$5,250</u>	<u>\$5,500</u>

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 as follows:

3.38.4 Coordinators ~~can will usually~~ be employed full-time, or part-time, including job share arrangements as agreed by the employer. ~~Except in circumstances agreed~~



~~by the employer, such as on return from parental leave, when a Coordinator(s) may be employed as a job share or part-time.~~

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; key changes are as set out below:

Insert new sub-clauses under 4.2.2

(c) Employment as a transferred employee will be recognised as service for sick leave purposes.

(d) Any sick leave taken while employed as a transferred employee at a converted school will be deducted from the employee's sick leave balance.

(e) Recognition of service as a transferred employee at a converted school is conditional on the employee providing a certificate of service from the converted school which shows the employee's length of service, how many days' sick leave was taken at the converted school, and any other information necessary to determine sick leave entitlements.

Insert new clauses in Part 6: Removal Expenses as follows:

6.1.3 Transferred employees moving from a converted school to a state or state integrated school may be entitled to removal expenses set out in this Part. Their



eligibility will be determined by the same terms set out in clause 6.1.1 and 6.1.2 above, but according to the principles set out below:

- (a) The number of permanent units a transferred employee holds will be determined by the number of permanent units and units allocated for a fixed term of 12 months or more held by that employee immediately prior to the conversion of the school.
- (b) If the converted school qualified for the Staffing incentive allowance or High Priority Teacher Supply Allowance at any point during the transferred employee's employment at the school prior to conversion, this will be recognised
- (c) The transferred employee must still meet the minimum length of service requirements in clause 6.1.2, but continuous service at the converted school will be recognised.

6.1.4 Recognition of service for a transferred employee is conditional on the employee providing records from the converted school which show the employee's length of service and any other information necessary to determine entitlements under clause 6.1.1 or 6.1.2.

6.1.5 Payment of removal expenses to a transferred employee is conditional on the employee:

- (a) agreeing to waive any entitlement under equivalent terms of employment with the converted school and notifying that school of this.
- (b) confirming they have not received any payment from the converted school under equivalent terms of employment with the converted school.

Consequential renumbering of following clauses

Additional clauses referring to transferred employees include:

- Salary on appointment (including Appendix 6)
- Grandparented Service Increment
- Māori Immersion Teaching Allowance (MITA)
- Compassionate Grant
- Pacific Bilingual and Immersion Teaching Allowance
- Further Sick Leave Provisions
- Parental Leave
- Payment of Long Service and Severance Provisions (Surplus Staffing Provisions)

8. Clause 2.10 Changes

Delete clause 2.10.4 (expenses incurred when school is closed for instruction), with consequential renumbering.



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, including in addition to the above:

Inserting at the start of the stem of 4.3.1 "Subject to (vi) below"

Amending clause 4.3.2 as follows to link the maximum period of disregarded sick leave to the public health advice:

4.3.2 Where sick leave has been deducted for any period granted as disregarded sick leave under clause 4.3.1(iv) above, the sick leave will be reinstated.

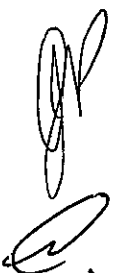
10. Chatham and Pitt Island Provisions

The parties agree to amend Part 7 (Terms and Condition of Service for Teachers in the Chatham Islands (including Pitt Island) to align to the changes agreed in the settlement of the Primary Principals' Collective Agreement (PPCA) - noting some of these provisions are currently subject to discussion to ensure they reflect the parties' intent in the settlement of the PPCA.

These changes include:

Alignment of provisions of clause 7.5 Payment of Fares to Mainland for Annual Leave with the amended PPCA provisions.

Alignment of provisions of clause 7.6 Secondary Schools Allowance with the amended PPCA provisions.



Adding "Until 1 April 2026" to the stem of current 7.7.1

Replacing the current 7.7.2 with the following:

7.7.2 From 2 April 2026, the allowance will be:

	<u>Basic Rate per annum</u>	<u>Partner Supplement per annum</u>	<u>Child Supplement (per child) per annum</u>	<u>Pitt Island Supplement per annum</u>
<u>Isolation</u>	<u>\$2,500</u>			
<u>Freight</u>	<u>\$5,000</u>	<u>\$4,000</u>	<u>\$1,500</u>	<u>\$688.05</u>

Delete current 7.7.3, 7.7.4 and 7.7.5

Amend clause 7.10 as follows:

7.10 Payment of Fares to Mainland for Professional Development Employing Boards shall will pay an actual or equivalent return air fare (not to exceed \$2,000) by ~~normal~~ commercial air flight for four permanent full-time teachers ~~per annum~~ every six months for the purposes of professional development. The teachers will ~~shall~~ become eligible for the subsidy on completion of each anniversary of six months of continuous service following their arrival in the Chatham Islands.

For completeness add a new sub-clause in the Isolation Allowance clause 3.16 as follows:

3.16.7 The Isolation Allowance payable to employees on Chatham Island (including Pitt Island) is set out in clause 7.7

11. School Camp Allowance

The parties agree that from 28 January 2027, the camp allowance in clause 5.3 will increase to \$35. 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. Paid Sabbatical Leave

Amend clause 4.10.4 as follows:

4.10.4 Report and publication

- (a) Upon completion of the paid sabbatical leave, teachers will ~~submit a report to the Sabbatical Award Group~~ The report should outline the teachers' experiences and what they have learnt through the paid sabbatical leave to be shared with other primary teachers, maximising the benefit to other primary teachers and schools promoting collaboration and sharing of



innovation and effective practice and creating a body of research and information available to all primary teachers. To maximise the impact of the sabbatical outcome, teachers may also consider submitting this report to relevant peer-reviewed publications, academic conferences or other such appropriate platforms for sharing teacher practice. The Ministry of Education can provide a list of potential publications and conferences.

~~Note 1: A teacher in receipt of the allowance for a Kāhui Ako Teacher between-schools role may apply for a Sabbatical Leave award provided any application for the award has the support of both their employing board and the other boards in the Kāhui Ako.~~

14. 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 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 (including Kahui Ako provisions).

Terms of Settlement Only

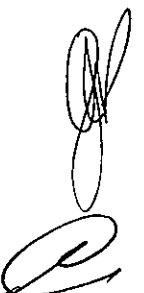
15. Relief Teacher Professional Learning Development

The parties agree it is important for short-term relievers to be engaged in professional learning and development (PLD), focused on structured literacy and mathematics.

The parties agree as part of the settlement of this agreement that there will be a fund to the maximum value of two-and a-half (2.5) million dollars over the term of the collective agreement to support short-term relievers to attend PLD which falls during the term of the Agreement.

The intent is to focus this support on those relievers who work in primary schools to access this PLD alongside colleagues.

Schools are encouraged to include relievers in the school's curriculum day PLD sessions.



Where a school approves a reliever to attend the PLD, the reliever will be paid for attending a day of PLD in accordance with clause 3.23.3(a) of the PTCA, or, where the PLD is for less than a day, in accordance with clause 3.23(c) of the PTCA

Until the fund is exhausted, school boards will be able to apply to the Ministry of Education for reimbursement of the wages of a reliever attending the PLD, to a maximum of two days per annum per any individual reliever. A school may agree that a reliever can attend additional PLD days at the school's cost.

The fund will also cover the cost of course attendance (e.g. PLD provision where a per teacher cost is levied) and the Ministry's administration of the fund, including the process for reimbursing schools.

The parties will meet prior to the end of the 2026 school year to evaluate usage of the fund and consider adjustments if required.

For clarity, the fund will operate from 2 April 2026, noting there may be initial delay in reimbursement to schools while the reimbursement processes are set up.

16. Curriculum Change

The Ministry will provide 500 days of release per annum in each of 2027 and 2028, to support teachers in U1 to U3 schools to support the roll out of curriculum changes by fostering collaboration and sharing effective teaching practices. Guidelines for the use of these release days will be developed jointly by NZEI Te Riu Roa and the Ministry for commencement in Term 1 2027.

17. 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 and recorded, while making minimal changes to the way in which teachers use their time during the remainder of school vacations.

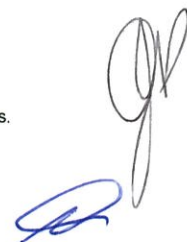
Any agreed changes will be incorporated into the collective agreement by the way of a variation or in subsequent bargaining.

18. Cultural Leadership Allowance

The parties agree that, from 28 January 2027, 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 this process as required.

19. 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. The Ministry will update its online guidance to clarify the beginning teacher time allowance is used to provide the beginning teacher with a robust advice and guidance programme. This can include releasing a mentor teacher.



20. 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.

21. 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 3.8.2. The intention of the parties is to provide guidance for relievers and schools and simplify the process, where possible.

22. Part Five Allowances

The parties agree to meet within six months following ratification to discuss the rates of the reimbursing allowances found in Part 5 of the collective agreement with a view to informing future collective agreement discussions.

23. Classroom Release Time (CRT) for Curriculum and Assessment Improvements

The parties agree to promote current joint guidance on the use of classroom release time including to support the implementation of curriculum changes, assessment practices, and associated teaching and learning approaches.

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24. Related Matters

If this offer is ratified and the new collective agreement signed by 24 April 2026, Education Payroll Limited (EPL), will implement the pay rates no later than 30 July 2026.

The Ministry intends to publish this offer on 17 April 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 Christchurch on 26 March 2026 by:



Jane Porter
Advocate for NZEI Te Riu Roa



Aaron Crawford
**Representative for the Public Service
Commissioner**

Witnessed by:



Carla Palmer
**For Te Whakarōpūtanga Kaitiaki Kura o
Aotearoa**



Dr Andrew Dallas
**Facilitator, Employment Relations
Authority**