



Claims for 2026

These claims have been compiled through the following steps:

- Thousands of survey responses from kindergarten teachers, and
- Heaps of paid union meeting reports, and
- In hui attended by touchstone representatives in 2025.

These claims were overwhelmingly endorsed by you in December 2025.

Value Claims	
Claim	Summary
Te Tiriti o Waitangi	TOITU TE TIRITI O WAITANGI – CLAUSE 1.9 The parties agree to a joint obligation to honour and give effect to te Tiriti o Waitangi and support Māori-Crown relationships. Ministry of Education will ensure that: <ol style="list-style-type: none">1. employers have the capability & capacity to uphold te Tiriti,2. one of a board's primary objectives in kindergarten is to ensure that the kindergarten honours and gives effect to Te Tiriti by:<ul style="list-style-type: none">- working to ensure that its plans, policies, and local curriculum reflect local tikanga Māori, mātauranga Māori, and te ao Māori; and- taking all reasonable steps to make instruction available in tikanga Māori and te reo Māori; and- achieving equitable outcomes for tamariki Māori.
Cultural Leadership Allowance	Increase the number of cultural leadership allowances available to Kaiako Māori and review and/or amend the way and how often these are allocated. As determined by Kaiako Māori touchstone.
Reliever Pay Cap	RELIEVER PAY CAP – CLAUSE 3.8 Remove the pay cap for relief teachers. (If not removed, then increase to step 10)
Relativities for Head & Senior Teachers	RELATIVITIES FOR HEAD & SENIOR TEACHERS – CLAUSE 3.1 SALARY Claim to increase the Head Teacher & Senior Teacher salaries by a fair & reasonable amount to recognise additional responsibility.



Theme 1: Pay and Conditions	
Claim	Summary
Ministry of Education to fund the full settlement	Claim to ensure funding for all claims and changes in this bargaining is provided by the Ministry
Maintain pay parity & cost of living increases	Ensure parity with primary Kaiako and that increases at least keep up with the cost of living through the term of agreement.
15 professional days and the same non-contact for all	<p>CLAUSES 2.5.3 & 2.5.4 The number of professional days should not be reduced when kindergarten operating hours and contact time increase. The claim is to amend the table so that 15 days per year (or three normal working weeks) of professional time are available to all, regardless of the kindergarten model.</p> <p>Non-contact time for part-time teachers should be the same (pro-rata) as for full-time teachers, and reasonable non-contact time for part-time teachers may be spent on the floor supporting others where agreed.</p> <p>DEFINITIONS, CLAUSE 6 Non-Contact Time to be defined as time spent outside child contact within a teacher's normal hours of work, including planning and assessment of children's learning.</p> <p>Professional Time to be defined as time spent on the employee's professional learning and development, regardless of location.</p>
Union-Only Sick Leave	Additional days of sick leave each year for union members only.
Union-Only Benefits	<p>UNION-ONLY BENEFITS – CLAUSE 2.20.2 KTCA bargaining team will raise claims for meaningful benefits for union members only on the basis of the mutual benefits of the relationship between parties. KTCA Touchstone recommends that any lump sum payments (if agreed) be administered in a way where less tax is taken (eg, over more than one pay period).</p>
Vehicle Allowance	<p>VEHICLE ALLOWANCE – CLAUSE 5.1.1. <i>Claim to increase allowance from 58 cents per kilometre to the IRD rate (currently \$1.04 per km)</i></p>



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Theme 2: Respect & Professionalism	
<i>Claim</i>	<i>Summary</i>
Changes to your hours of work should be by mutual agreement	<p>CHANGES TO HOURS OF WORK BY MUTUAL AGREEMENT – CLAUSES 2.2.8, 2.5.7, 2.7.1, 2.8 & 2.10</p> <p>These changes would mean your specific days of the week worked and start/finish times per day are recorded in offer letters or otherwise in writing and cannot be changed except by mutual agreement. If there is no agreement, then the change management provisions are triggered. Change management should apply when your hours are proposed to be changed in any way, not just when they're proposed to be reduced.</p>
New clauses to guarantee relief teacher hours & minimum payment	<p>NEW CLAUSE</p> <p>These changes would mean that permanent relief teachers have more certainty about the minimum number of hours they will work each week, as well as payment if shifts are cancelled at short notice. For casual relievers, your bargaining team wants to make sure they receive minimum payment for hours that are cancelled at the last minute. This is something some KAs already do, so the claim is for consistency across KAs for this practice to respect relievers.</p>
Paid time off in lieu (TOIL) if you do work outside of hours	<p>PAID TIME OFF IN LIEU FOR OUTSIDE HOURS WORK – CLAUSE 2.5.2</p> <p>If you are requested and agree to work hours in addition to your guaranteed normal hours, then you should have the option to receive paid time off in lieu (TOIL) instead of having the hours taken from your professional time. The TOIL would likely need to be used within a specific period (eg, within a month).</p>



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Theme 3: Your Rights & Technical

Note: "Technical" claims are those that do not have a cost (or where the "cost" is very limited). They are often clarification claims or updates to align with law changes.

Claim	Summary
Commitments around improved ratios and learning support	Because the amount of funding available to increase learning support and improve ratios is a government decision, this claim is for funding to allow paid release time for members to lobby the government and MPs for the funding to achieve ratios and more learning support.
Commitments around principles of pay parity and living wage	<p>COMMITMENTS AROUND PAY PARITY AND LIVING WAGE – 2.1.2 <i>The Parties are committed to principles of parity and equity across education, including but not limited to maintaining full parity with Primary Teachers for qualified Kaiako and no less than the Living Wage for all employees. Maintaining qualifications, proper ratios and other terms and conditions that affect educational and care outcomes for Tamariki is a shared commitment of the Parties.</i></p> <p>AMEND CLAUSE 3.2.5 UNIFIED BASE SALARY TERM LIMIT If a provision of your agreement has a "use by" date, then it's called a "sunset" clause. Your UBS scale (parity) has a "use by" date. That means that parity is only in effect for the term of each agreement and must be renewed every time, which suggests the commitment to parity is not secure. Your Touchstone recommends we delete the "use by" date (or at least renew it again for this term).</p>
Better rights & paid release for worksite representatives	<p>BETTER RIGHTS FOR WSRs – CLAUSES 1.3.2 & 2.13.4 New employees would receive a copy of the CA, details of how to contact their union and be introduced to the worksite rep.</p> <p>Worksite representative rights under section 18 of the Employment Relations Act would be stated, and additional rights around paid time to perform their WSR role included. The provisions would allow WSRs to call reasonable paid time meetings with members, have paid time to recruit colleagues, have access to information and establish the right to have consultative Committee meetings with other WSRs and KA management.</p>
Recognition of overseas ECE experience with NZ qualification for salary placement	<p>RECOGNITION OF OVERSEAS ECE EXPERIENCE WITH NZ QUALS FOR SALARY PLACEMENT – CLAUSE 3.3.3E Overseas service as an early childhood teacher <u>with a New Zealand-equivalent qualification</u> shall be recognised for salary purposes.</p>