

## **Terms of Settlement**

### **Support Staff in Schools Collective Agreement**

**10 December 2009**

#### **Term**

The term of the *Support Staff in Schools Collective Agreement* (SSCA) shall be from 10 December 2009 until 31 March 2011.

#### **Changes to Grade A and B wage/salary scales**

From 27 January 2010 new printed wage/salary scales for Administrative and Associate Grade A and B will be introduced into the SSCA. From this date the new starting rate in Grade A will be \$14.00 per hour and the second printed step will be \$14.62. From this date the new starting rate in Grade B will be \$14.62 per hour. The new printed wage/salary scales and an explanation of how employees will translate are attached as Appendix A.

#### **Wage / salary increases**

From 27 January 2010 the printed wage/salary rates (effective 14 January 2009) in the SSCA that are above \$14.62 per hour will increase by 1.4%. For the purpose of this settlement the rates paid in the Grade C Step 8 Range of Rates shall increase by 1.4%. The new printed wage/salary scales are attached as Appendix A.

#### **Extension of annualisation to employees on fixed term agreements of 12 months or more**

From the beginning of the 2011 school year, employees on fixed term agreements of 12 months or more may seek the agreement of their employer to have their annual earnings annualised for the 'annualisation period' provided their fixed term agreement spans the period from the start of a school year (or earlier) until the end of that school year (or later). Details of the operation of annualisation regarding fixed term employees are attached as Appendix B.

#### **Notification**

The following clause will be inserted in the Memorandum of Understanding:

*"From the start of the 2011 school year, where sufficient information is provided by school boards to the Ministry of Education, the employer shall*

*receive advanced notification of the names of support staff who will have been on the same grade and step for 12 months.”*

**Additional matter – Support Staff Workforce Strategy**

The Secretary for Education and the National Secretary of the NZ Educational Institute Te Riu Roa have exchanged letters regarding a Tripartite Work Programme for a Support Staff Workforce Strategy. Although these letters do not form part of these Terms of Settlement, the proposed Tripartite Work Programme is welcomed by the parties.

**Editorial changes**

Delete clause 4.3.5 with subsequent renumbering and cross referencing as required

Delete Appendix F

Other editorial changes as agreed by the parties.

**Signed**

**Date**

**On behalf of the NZEI Te RIU ROA**

**On behalf of the Service and Food Workers Union**

**On behalf of the Secretary for Education**

**On behalf of the New Zealand School Trustees Association**

## APPENDIX A

The new pay scales shall be as follows:

Administrative Pay scales

Administrative Scale – Grade A					
	Current Rates			27-Jan-10	
Step	Hourly	Annual	Step	Hourly	Annual
1	12.94	27,020	1	14.00	29,232
2	13.33	27,826			
3	13.57	28,364			
4	13.80	28,792			
5	14.49	30,246	2	14.62	30,527
6	15.20	31,723	3	15.42	32,168
7	15.50	32,314	4	15.72	32,767

Administrative Scale – Grade B					
	Current Rates			27-Jan-10	
Step	Hourly	Annual	Step	Hourly	Annual
1	13.80	28,792	1	14.62	30,527
2	14.49	30,246			
3	15.20	31,723	2	15.42	32,168
4	15.50	32,314	3	15.72	32,767
5	15.94	33,283	4	16.17	33,749
6	16.30	34,036	5	16.53	34,513
7	16.88	35,227	6	17.12	35,721
8	17.47	36,460	7	17.72	36,971
9	18.08	37,737	8	18.34	38,266
10	18.71	39,057	9	18.98	39,604
11	19.37	40,425	10	19.65	40,991
12	20.04	41,839	11	20.33	42,425
13	20.75	43,304	12	21.05	43,911
14	21.46	44,819	13	21.77	45,447
15	22.36	46,699	14	22.68	47,353

Administrative Scale – Grade C					
	Current Rates			27-Jan-10	
Step	Hourly	Annual	Step	Hourly	Annual
1	18.00	37,612	1	18.26	38,139
2	18.17	37,987	2	18.43	38,519
3	18.71	39,057	3	18.98	39,604
4	19.37	40,425	4	19.65	40,991
5	20.04	41,839	5	20.33	42,425
6	20.75	43,304	6	21.05	43,911
7	21.46	44,819	7	21.77	45,447
8	22.36	46,699	8	22.68	47,353
Range of Rates	↓	↓		↓	↓
	30.49	63,633		30.92	64,524

### Translation Notes

Administrative pay scale - Grade A

Steps 1-4 (Jan-09) translate to Step 1  
 Step 5 (Jan 09) translates to Step 2  
 Step 6 (Jan 09) translates to Step 3  
 Step 7 (Jan 09) translates to Step 4

Administrative pay scale – Grade B

Steps 1-2 (Jan 09) translate to Step 1  
 Step 3 (Jan 09) translates to Step 2  
 Step 4 (Jan 09) translates to Step 3  
 Step 5 (Jan 09) translates to Step 4  
 Step 6 (Jan 09) translates to Step 5  
 Step 7 (Jan 09) translates to Step 6  
 Step 8 (Jan 09) translates to Step 7  
 Step 9 (Jan 09) translates to Step 8  
 Step 10 (Jan 09) translates to Step 9  
 Step 11 (Jan 09) translates to Step 10  
 Step 12 (Jan 09) translates to Step 11  
 Step 13 (Jan 09) translates to Step 12  
 Step 14 (Jan 09) translates to Step 13  
 Step 15 (Jan 09) translates to Step 14

Administrative pay scales – Grade C

Rates paid in the Grade C Step 8  
 Range of Rates shall increase by 1.4%

**Translation Notes**

Associate Scale - Grade A					
Current Rates			27-Jan-10		
Step	Hourly	Annual	Step	Hourly	Annual
1	12.94	27,020	1	14.00	29,232
2	13.33	27,826			
3	13.57	28,364			
4	13.80	28,792			
			2	14.62	30,527

Associate pay scale - Grade A

Steps 1-4 (Jan-09) translate to Step 1

Associate Scale - Grade B					
Current Rates			27-Jan-10		
Step	Hourly	Annual	Step	Hourly	Annual
1	13.57	28,364	1	14.62	30,527
2	13.80	28,792			
3	14.49	30,246			
4	15.20	31,723	2	15.42	32,168
5	15.50	32,314	3	15.72	32,767
6	15.94	33,283	4	16.17	33,749
7	16.30	34,036	5	16.53	34,513
8	16.88	35,227	6	17.12	35,721
9	17.47	36,460	7	17.72	36,971
10	18.00	37,612	8	18.26	38,139

Associate pay scale – Grade B

Steps 1-3 (Jan 09) translate to Step 1  
 Step 4 (Jan 09) translates to Step 2  
 Step 5 (Jan 09) translates to Step 3  
 Step 6 (Jan 09) translates to Step 4  
 Step 7 (Jan 09) translates to Step 5  
 Step 8 (Jan 09) translates to Step 6  
 Step 9 (Jan 09) translates to Step 7  
 Step 10 (Jan 09) translates to Step 8

Associate Scale - Grade C					
Current Rates			27-Jan-10		
Step	Hourly	Annual	Step	Hourly	Annual
1	18.00	37,612	1	18.26	38,139
2	18.17	37,987	2	18.43	38,519
3	18.71	39,057	3	18.98	39,604
4	19.37	40,425	4	19.65	40,991
5	20.04	41,839	5	20.33	42,425
6	20.75	43,304	6	21.05	43,911
7	21.46	44,819	7	21.77	45,447
8	22.36	46,699	8	22.68	47,353

The translation of employees will be in accordance with the payscales and notes above and with clause 3.2 of the SSCA that is amended as outlined below:

**3.2 Effective Dates of Increases and Translation to Pay Scales**

- 3.2.1 (a) From 27 January 2010 the new wage/salary scales for Administrative and Associate Grade A and B will be introduced into the SSCA. From this date the new starting rate in Grade A will be \$14.00 per hour. From this date the new starting rate in Grade B will be \$14.62 per hour.
- (b) From 27 January 2010 the printed wage/salary rates (effective 14 January 2009) in the SSCA that are above \$14.62 per hour will increase by 1.4%.

- 3.2.2** (a) Employees paid in excess of the printed annual or hourly rate for their step, immediately prior to 27 January 2010 and where their annual or hourly rate of pay falls below the new printed rate for their step, shall be paid at the printed rate for their translated step effective from 27 January 2010.
- (b) Notwithstanding the above nothing shall prevent the employer and employee agreeing that the employee will be paid a higher rate.
- 3.2.3** (a) Employees whose hourly rate or annual salary immediately prior to 27 January 2010 exceeds their grade maximum but falls below the new applicable maximum shall translate to that new maximum on 27 January 2010.
- (b) Employees whose hourly rate or annual salary upon settlement or during the term of the agreement exceeds their grade maximum shall retain that rate or salary.
- 3.2.4** These increases are additional to, not a replacement for, increases granted pursuant to 3.3.3.

The translation will not effect employees' anniversary dates for progression within grades.

## APPENDIX B

**Annualisation for employees employed on fixed term agreements for the school year or longer.**

**Clause 3.10 is amended as outlined below:**

Number introduction paragraph as 3.10.1

3.10.2 no change

### **New clause 3.10.3**

From the beginning of the 2011 school year, employees on fixed term agreements of 12 months or more may seek the agreement of their employer to have their annual earnings annualised for the 'annualisation period' provided their fixed term agreement spans the period from the start of a school year (or earlier) until the end of that school year (or later).

Annualisation of pay shall mean that the employee's projected earnings for a twelve month period shall be paid in equal fortnightly instalments throughout that twelve month period. Any annualisation agreement entered into, under this clause, must comply with clause 3.10.2 (b) to (e) and Appendix E.

***Nb. The amended wording is in italics***

## **APPENDIX E**

### **OPERATION OF THE ANNUALISATION OF PROJECTED ANNUAL EARNINGS PROVISIONS**

1. The provisions in this appendix shall apply only to those employees who are covered by clause 3.10.2 ~~and 3.10.2A~~ of this collective agreement.
2. Process for annualisation of projected annual earnings
  - (a) Annualisation of projected annual earnings (hereafter referred to as annualisation) is only available to:
    - (i) permanently employed support staff employees covered by the SSCA.

*From the start of 2011*

- (ii) support staff employees, covered by the SSCA, on a fixed term agreement which specifies that they are to be employed from or before the pay period that that is the commencement of the annualisation year defined in (c)(ii) below and for that entire school year.*

- (b) Access to the option of annualisation requires the agreement of an employee and his/her employer. This agreement will be recorded in the template annualisation form which will require the signature of the employee and the authorised representative of the employer.
- (c) Initial commencement of annualisation.
  - (i) The template annualisation form must be completed by the employer and employee and submitted with the applicable Payroll Start of Year forms (due to Payroll centres by approximately 1 December each year).
  - (ii) Any period of annualisation must begin at the start of pay period 23 (i.e. the pay period that begins closest to February 1st) in any year and run until the end of pay period 22 in the following year (12 months).
  - (iii) Other than where there is agreement to discontinue the arrangement, once a period of annualisation has commenced it shall continue for the full twelve month period.
  - (iv) At the beginning of term 2 the employer and employee shall meet to review the annualisation arrangement to ensure that both parties are satisfied that the annualisation calculation is accurate and to ensure that any variations have been addressed.
- (d) Prior to the parties completing the Payroll Start of Year forms (approximately 1 December) in a year when pay has been annualised the employer and employee will meet to discuss whether they agree to continue the annualisation arrangements for the following year.
- (e) Renewal of annualisation arrangements
  - (i) The continuation of an annualisation arrangement from year to year will require the continued agreement of the employer and employee. The process outlined in clause 2(b) – 2(c)(i) above will be repeated to determine whether the annualisation arrangement will be continued for the ensuing twelve month pay period.
  - (ii) Where the process for determining that the annualisation arrangement will be renewed is not followed in accordance with these provisions, the default position shall be that the employee's pay will not be annualised for the following year.
- (f) In the event that an employee believes there to be a discrepancy in the annualisation calculation he/she may request his/her employer to check the calculation.

- (g) Where an employee commences employment during the year, he/she will not have access to the option of annualisation of projected annual earnings until the following year, at the commencement of the pay period specified in clause 2(c)(ii) above.