

Terms of Settlement – Support Staff in Schools Collective Agreement and Kaiārahi i te Reo, Therapists', ATSSD, Special Education Assistants' Collective Agreement 2019-2022.

Dated 29 November 2019

This document sets out the agreed components of the settlement of the **Support Staff in Schools Collective Agreement (SSSCA) 2019-2022** and **Kaiārahi i te Reo, Therapists', ATSSD, Special Education Assistants' Collective Agreement (KRCA) 2019-2022**.

This agreement has been settled between the Secretary for Education and the New Zealand Educational Institute Te Riu Roa (NZEI Te Riu Roa) and E tū. It shall be subject to ratification by NZEI Te Riu Roa and E tū members pursuant to section 51 of the Employment Relations Act 2000.

The terms outlined in this document are valid for ratification by NZEI Te Riu Roa and E tū provided ratification is confirmed and the new collective agreement is signed no later than 3 pm 13 December 2019.

1. Term

The Support Staff in Schools' and Kaiārahi i te Reo, Therapists', ATSSD, Special Education Assistants' Collective Agreements shall be effective from 13 December 2019 to 6 February 2022.

2. Remuneration

The parties agree that the increases will take effect from 29 November 2019, and 27 November 2020 respectively.

In the Support Staff in Schools' Collective Agreement:

- **Pay rates for grade A, grade B, grade C and grade D (SSSCA clause 3.2.2)**

Below is the table outlining the changes to the printed rates for grade A, grade B, grade C and grade D including merging the current steps 1 through 8 into the new step 1.

Step	Current rate		Rates effective 29 November 2019		Rates effective 27 November 2020	Grade ranges	
	Hourly	Annual	Step	Hourly/Annual	Hourly/Annual		
1	\$17.70	\$36,816	1	\$21.15/\$43,992	\$21.78/\$45,302	Grade A	
2							
3							
4							
5	\$18.21	\$37,991				Grade B	
6	\$18.86	\$39,339					
7	\$19.48	\$40,623					
8	\$20.09	\$41,908					
9	\$20.69	\$43,148	2	\$21.31/\$44,325	\$21.95/\$45,656		
10	\$21.42	\$44,684	3	\$22.06/\$45,885	\$22.72/\$47,258		
11	\$22.24	\$46,390	4	\$22.91/\$47,653	\$23.59/\$49,067		Grade C
12	\$23.06	\$48,095	5	\$23.75/\$49,400	\$24.46/\$50,877		
13	\$23.88	\$49,801	6	\$24.60/\$51,168	\$25.33/\$52,686		
14	\$24.70	\$51,527	7	\$25.44/\$52,915	\$26.20/\$54,496		
Range of Rates	↓	↓	↓	↓	↓		Grade D
15	\$33.67	\$70,218	8	\$34.68/\$72,134	\$35.72/\$74,298		

- **Executive Management Group (SSSCA clause 3.1.1)**

The new minimum salary entry point is \$77,250 from 29 November 2019 and \$79,567 from 27 November 2020.

- **Consequential changes**

Consequential changes to the SSSCA needed to incorporate the changes to the printed rates have been agreed by the parties [See wording attached at Annex 1].

In the Kaiārahi i te Reo, Therapists', ATSSD, Special Education Assistants' Collective Agreement

- **Kaiārahi i te reo and ATSSD (KRCA clause 3.2)**

Below is the table outlining the changes to the rates payable for Kaiārahi i te reo including merging the current steps 1 through 8 into the new step 1.

Step	Rates effective 16 June 2018	New step	Rates effective 29 November 2019	Rates effective 27 November 2020
1	\$17.70	1	\$21.15	\$21.78
2	\$17.70			
3	\$17.70			
4	\$17.94			
5	\$18.30			
6	\$18.77			
7	\$19.72			
8	\$20.21			
9	\$20.71	2	\$21.33	\$21.97
10	\$21.24	3	\$21.88	\$22.54
11	\$21.71	4	\$22.36	\$23.03
12	\$22.23	5	\$22.90	\$23.59
13	\$22.72	6	\$23.40	\$24.11
14	\$23.74	7	\$24.45	\$25.19
15	\$24.31	8	\$25.04	\$25.79

Below is the table outlining the changes to the rates payable for ATSSD including merging the current steps 1 through 11 into the new step 1.

Step	Rates effective 16 June 2018	New step	Rates effective 29 November 2019	Rates effective 27 November 2020
1	\$17.70	1	\$21.15	\$21.78
2	\$17.70			
3	\$17.70			
4	\$17.70			
5	\$17.70			
6	\$17.86			
7	\$18.33			
8	\$18.79			
9	\$18.83			
10	\$19.72			
11	\$20.20			
12	\$20.67	2	\$21.29	\$21.93
13	\$21.15	3	\$21.78	\$22.44
14	\$21.62	4	\$22.27	\$22.94
15	\$22.10	5	\$22.76	\$23.44
16	\$22.62	6	\$23.29	\$23.99
17	\$23.13	7	\$23.83	\$24.54

- **Therapists (KRCA 3.3)**

Below is the table outlining the changes to the minimum rates payable for Therapists:

Step	Rates effective 16 June 2018	New step	Rates effective 29 November 2019	Rates effective 27 November 2020
1	\$23.40	1	\$24.10	\$24.82
2	\$24.69	2	\$25.43	\$26.19
3	\$25.95	3	\$26.73	\$27.53
4	\$27.23	4	\$28.05	\$28.89
5	\$28.57	5	\$29.43	\$30.31
6	\$29.86	6	\$30.76	\$31.68
7	\$31.14	7	\$32.08	\$33.04
8	\$32.51	8	\$33.48	\$34.49
9	\$33.80	9	\$34.81	\$35.86
10	\$35.10	10	\$36.15	\$37.24
11	\$36.69	11	\$37.79	\$38.92
12	\$38.17	12	\$39.32	\$40.50

- **Special Education Assistants**

Below is the table outlining the changes to the rates payable for Special Education Assistants:

Step	Rates effective 16 June 2018	New step	Rates effective 29 November 2019	Rates effective 27 November 2020
1	\$17.70	1	\$21.15	\$21.78
2	\$17.70			

- **Consequential changes**

Consequential changes to the KRCA needed to incorporate the changes to the printed rates have been agreed by the parties [See wording attached at Annex 2].

2. Establishment of a Professional Learning and Development Fund for Teacher Aides

1. The parties note that the Education Accord includes the following commitment:

“How do we develop and deploy a para-professional workforce employed by Boards that supports teaching and learning?”

The Ministry and the NZEI are currently involved in detailed work to resolve pay equity issues with these staff. That work will continue. In addition, the roles paraprofessionals may hold, their career pathways and how they are funded (e.g. staffing entitlement or operations grant) will be considered.”

2. The parties have agreed that, pending the detailed outcome from this Education Accord work, it would be useful to establish a transitional pilot teacher aide learning and development fund of \$500,000 per annum (inclusive of administration) from 1 July 2020 for the balance of the term of the SSSCA¹, available from 1 July 2020. For the avoidance of doubt: funding of \$500,000 for professional development of teacher aides will be available for the period 1 July 2020 to 30 June 2021, and \$290,000 available for the period 1 July 2021 to February 2022.
3. This pilot will cease at the expiry of this agreement. The pilot will test the range of interest that exists, and the types of PLD which should be funded on a long-term basis as part of the framework developed under the Accord. The evaluation of this pilot will be one of the inputs to the above Accord work, in association with the Education Workforce Strategy and implementation of the Learning Support Action Plan 2019-2025.
4. To this end, the parties have agreed that the Ministry will convene joint work with NZEI Te Riu Roa and NZSTA, between February and June 2020, to establish the way the transitional pilot will work, its focus and priorities.
5. The intention is that, wherever possible, this pilot funding will be used for PLD for teacher aides in term breaks and Christmas/New Year break or otherwise outside of school hours, to provide for salary and to pay course fees.

¹ The term of the collective does not include any extension under s 53 of the Employment Relations Act 2000.

3. Motor Vehicle Allowance increase (clause 5.1 of the SSSCA and KRCA)

Amend wording to clause 5.1 to align rate to that for teachers and principals. The clause will now read:

“Employees required by their employer to use their own vehicles for school business shall be paid an allowance of \$0.62 per kilometre.”

4. Te Matatini Leave

The Ministry has agreed to provide funding of \$16,000 for the term of the collective (ie from 13 December 2019 to 6 February 2022), to be administered by NZEI Te Riu Roa, to offer paid leave for support staff and Kaiārahi i te reo who participate in Te Matatini.

The parties and NZSTA will determine the eligibility criteria, administration of the fund, and guidance for employers and employees within 60 days of ratification.

5. Health and Safety and Wellbeing

Health and Safety:

Amend wording to clause 7.2 as detailed in Annex 4. This new wording encourages increased support staff participation in their school’s health and safety culture.

Wellbeing:

The Ministry is committed to ongoing work on wellbeing with the education sector under the Education Accord which includes implementation of a wellbeing framework and associated tools and resources.

6. Renaming of Dirty Work Allowance (5.5 of the KRCA and 5.4 of the SSSCA)

Amend the name of the “*Dirty Work Allowance*” to “*Tiaki Allowance*”

7. Changes to Overnight Allowance (clause 5.5 in SSSCA and 5.4 KRCA)

Amend wording in the SSSCA to clause 2.4.5 and 5.5 as detailed in Annex 4.

Amend wording in the KRCA to clause 5.4 as detailed in Annex 5.

The Ministry and NZSTA will ensure guidance is made available for boards as to how they can meet their obligations to ensure all support staff and kaiārahi are correctly paid in relation to this clause, which reflects the requirements of the Minimum Wage Act 1983 and relevant case law.

8. Administrative and Kaiārahi Pay Equity Claim Terms of Reference

The parties are committed to agreeing to sign a Terms of Reference for the Administrative and Kaiārahi Pay Equity Claims.

9. Amalgamation of the SSSCA and KRCA

The parties note the Ministry’s claim for amalgamation of the SSSCA and KRCA.

The parties have agreed to convene a joint working group within six months of expiry of the SSSCA and KRCA, to further investigate and consult around this proposal.

The parties will develop appropriate principles to shape this work prior to the commencement of the working group.

The Ministry, NZEI Te Riu Roa and NZSTA will advise representatives in due course.

10. Related Matters

An Individual Employment Agreement (IEA) will be promulgated by the Secretary for Education on the date the collective agreement is ratified (i.e. 13 December 2019).

The new pay rates will be effective from the date of promulgation for those employees who were employed on the day the IEA is promulgated, if the IEA is signed on or before 29 February 2020.

For employees who sign the IEA after 29 February 2020 the new pay rates will be effective from the date the IEA is signed by the employee.

11. Technical amendments

- **Family Violence Leave (new 6.12 KRCA) (new 6.11 SSSCA)**

The parties agree to add the following wording in 6.11 in the SSSCA and 6.12 in the KRCA:

“Family Violence Leave

Family Violence Leave as provided for by the Holidays Act 2003 is in addition to other leave allowance within the collective agreement.”

- **Other technical amendments**

Such other technical amendments to the text of the collective agreement as may be mutually agreed by the parties.

Signed in Wellington on 29 November 2019:

Alex Davies
Advocate
for NZEI Te Riu Roa

Tim Day and Nicole Williams
Advocates
for the Secretary for Education

for E tū

Witnessed:
Jonathan Fairclough
for NZSTA

Part 3 Remuneration

3.1 Executive Management Group

3.1.1. The minimum salary entry point is:

Effective from 29 November 2019	Effective from 27 November 2020
\$77,250	\$79,567

3.1.2 Subject to clause 3.1.3 below, the employer may assign an individual to this Executive Management Group, by mutual agreement (for existing employees who already meet the criteria) or at the employer's sole discretion (for employees appointed on or after 27 June 2014).

3.1.3 The Executive Management Group is reserved for staff who:

- (i) are part of the Senior Management Team (SMT) of the school; and
- (ii) have whole of school responsibility for functions such as Finance and /or Human Resources and/or Property; and
- (iii) are employed for their specialist skills.

3.1.4 For the purposes of clause 3.1.3(i) the SMT is by definition the group within the management structure of the school which has whole of school oversight and responsibility to the Board of Trustees.

3.2 Pay rates for grade A, grade B, grade C and grade D

3.2.1 This agreement specifies minimum rates of pay.

3.2.2 The following pay scale will apply to all support staff except those in the Executive Management Group:

Step	Current rate		Rates effective 29 November 2019		Rates effective 27 November 2020	Grade ranges		
	Hourly	Annual	New Step	Hourly/Annual	Hourly/Annual			
1	\$17.70	\$36,816	1	\$21.15/\$43,992	\$21.78/\$45,302	Grade A		
2								
3								
4								
5	\$18.21	\$37,991				Grade B		
6	\$18.86	\$39,339						
7	\$19.48	\$40,623						
8	\$20.09	\$41,908						
9	\$20.69	\$43,148	2	\$21.31/\$44,325	\$21.95/\$45,656	Grade C		
10	\$21.42	\$44,684	3	\$22.06/\$45,885	\$22.72/\$47,258			
11	\$22.24	\$46,390	4	\$22.91/\$47,653	\$23.59/\$49,067			
12	\$23.06	\$48,095	5	\$23.75/\$49,400	\$24.46/\$50,877			
13	\$23.88	\$49,801	6	\$24.60/\$51,168	\$25.33/\$52,686	Grade D		
14	\$24.70	\$51,527	7	\$25.44/\$52,915	\$26.20/\$54,496			
Range of Rates	↓	↓	↓	↓	↓			
15	\$33.67	\$70,218	8	\$34.68/\$72,134	\$35.72/\$74,298			

Notes:

- (i) An employee is paid either an hourly rate or an annual salary.
- (iii) An employee is paid the appropriate hourly rate listed, unless they are a 40 hour/week, 52 week/year employee, in which case they are paid the corresponding annual salary.
- (iii) To find the hourly rate for a 37.5 hour/week 52 week/year employee, divide the annual salary by 1,957.

3.2.3 An employee who is placed in Grade A shall be on step 1.

3.2.4 The minimum step for an employee who is placed in Grade B shall be step 1. The maximum increment step, as a result of progression pursuant to clause 3.8.1, shall be step 2.

3.2.5 The minimum step for an employee who is placed in Grade C shall be step 2. The maximum increment step, as a result of progression pursuant to clause 3.8.1, shall be step 7.

3.2.6 The minimum step for an employee who is placed in Grade D shall be step 14.

3.3. Effective dates of increases to pay rates for grade A, grade B, grade C and grade D

3.3.1 From 29 November 2019:

- (i) employees paid on a printed hourly or annual salary rate shall be paid on the applicable rate based on their grade and step as outlined in clause 3.2.2.
- (ii) employees paid within the Grade D range of rates will have their hourly rate or annual salary rate increased by 3%.

3.3.2 From 27 November 2020:

- (i) employees paid on a printed hourly or annual salary rate shall be paid on the applicable rate based on their grade and step as outlined in clause 3.2.2.
- (ii) employees paid within the Grade D range of rates will have their hourly rate or annual salary rate increased by 3%.

3.3.3 Employees whose hourly rate or annual salary rate, upon settlement or during the term of this collective agreement, exceeds the grade maximum shall retain that rate.

3.3.4 These increases are additional to, not a replacement for, increases granted pursuant to clause 3.8.1.

**Annex 2
Remuneration
KRCA**

Part 3: Remuneration

3.1 Special Education Assistants

3.1 Salaries payable to special education assistants are:

Step	Rates effective 16 June 2018	Step	Rates effective 29 November 2019	Rates effective 27 November 2020
1	\$17.70	1	\$21.15	\$21.78
2	\$17.70			

3.2 Kaiārahi i te reo and ATSSD

3.2.1 Salaries payable to Kaiārahi i te reo are:

Step	Rates effective 16 June 2018	Step	Rates effective 29 November 2019	Rates effective 27 November 2020
1	\$17.70	1	\$21.15	\$21.78
2	\$17.70			
3	\$17.70			
4	\$17.94			
5	\$18.30			
6	\$18.77			
7	\$19.72			
8	\$20.21			
9	\$20.71	2	\$21.33	\$21.97
10	\$21.24	3	\$21.88	\$22.54
11	\$21.71	4	\$22.36	\$23.03
12	\$22.23	5	\$22.90	\$23.59
13	\$22.72	6	\$23.40	\$24.11
14	\$23.74	7	\$24.45	\$25.19
15	\$24.31	8	\$25.04	\$25.79

3.2.2 Salaries payable to ATSSD are:

Step	Rates effective 16 June 2018	Step	Rates effective 29 November 2019	Rates effective 27 November 2020
1	\$17.70	1	\$21.15	\$21.78
2	\$17.70			
3	\$17.70			
4	\$17.70			
5	\$17.70			
6	\$17.86			
7	\$18.33			
8	\$18.79			
9	\$18.83			
10	\$19.72			
11	\$20.20			
12	\$20.67	2	\$21.29	\$21.93
13	\$21.15	3	\$21.78	\$22.44
14	\$21.62	4	\$22.27	\$22.94
15	\$22.10	5	\$22.76	\$23.44
16	\$22.62	6	\$23.29	\$23.99
17	\$23.13	7	\$23.83	\$24.54

(3.2.3-3.2.5 unchanged)

3.2.6 Movement for kaiarahi i te reo to steps 6, 7 and 8, and ATSSD to steps 6 and 7: after one year's service on each step, is subject to the employer attesting that the employee has met or exceeded standards of performance, and shown proven initiative in the performance of their duties, as assessed by the employer against the job description and/or written requirements of the position. Where a job description and/or written requirements do not exist the employee will be consulted in determining the job description.

3.3 Therapists

3.3.1 This shall include all positions with the following or similar designations:

- Charge physiotherapists and occupational therapists;
- Sole charge physiotherapist and occupational therapists;
- Staff physiotherapists and occupational therapists.

3.3.2 The salaries listed are minimum rates of pay.

Step	Rates effective 16 June 2018	Step	Rates effective 29 November 2019	Rates effective 27 November 2020
1	\$23.40	1	\$24.10	\$24.82
2	\$24.69	2	\$25.43	\$26.19
3	\$25.95	3	\$26.73	\$27.53
4	\$27.23	4	\$28.05	\$28.89
5	\$28.57	5	\$29.43	\$30.31
6	\$29.86	6	\$30.76	\$31.68
7	\$31.14	7	\$32.08	\$33.04
8	\$32.51	8	\$33.48	\$34.49
9	\$33.80	9	\$34.81	\$35.86
10	\$35.10	10	\$36.15	\$37.24
11	\$36.69	11	\$37.79	\$38.92
12	\$38.17	12	\$39.32	\$40.50

7.2 Health and Safety

7.2.1 The employer and employee will meet their obligations under the Health and Safety at Work Act.

7.2.2 The employer's duties include:

- a) providing and maintaining a safe working environment for employees and others in the workplace
- b) providing and maintaining facilities for the welfare of the employee while at work
- c) providing all necessary training and instructions to employees
- d) making sure machinery and equipment is safe
- e) making sure working arrangements are not hazardous
- f) providing procedures to deal with work emergencies
- g) making sure health and safety employee engagement and participation processes are in place
- h) consulting and cooperating with other businesses operating in the same workplace(s) to keep everyone safe and healthy.

7.2.3 The employee will follow the employer's health and safety rules and procedures. The employee will take reasonable care to look after their own health and safety at work, their fitness for work, and the health and safety of others

7.2.4 Examples of how the employee can take reasonable care include:

- a) following all reasonable health and safety rules and instructions
- b) participating in health and safety discussions
- c) exercising their right to refuse to do unsafe work
- d) taking reasonable care that their actions (or inactions) do not cause harm, or risk of harm, to themselves or others
- e) not reporting for duty under the influence of alcohol or drugs that impair their performance or fitness for work
- f) wearing all necessary personal protective equipment and clothing.

7.2.4 The employee must report any potential risks, incidents and near misses so the employer can investigate, and eliminate or minimise harm or risk of harm.

7.2.5 Failure to follow reasonable health and safety rules may be considered serious misconduct.

7.2.6 Employers are encouraged to establish a health and safety committee. If a health and safety committee exists, employers are encouraged to include support staff in the composition and support staff employees are encouraged to participate in the work of the committee.

7.2.7 Support staff are encouraged to stand in elections for health and safety representatives under the Health and Safety at Work Act.

7.2.8 The employer must allow an elected health and safety representative to take in each year the amount of paid leave that is specified in the Health and Safety at Work Act for the purpose of attending health and safety training (currently two days).

7.2.9 The employer will ensure that any employee who is a health and safety representative or health and safety committee member has reasonable time and resources to undertake their role effectively.

**Annex 4:
SSCA 2.4 Hours of work and
5.5 Work during school trips
and school camps**

2.4 Hours of work and weeks per year

2.4.1 All hours of required work shall be paid at the appropriate rate

2.4.2 The hours of work and the weeks of work per year of employees will be set by the employer in accordance with the requirements of the school and where applicable will include consideration of the following:

- (a) Time spent on school business, trips, camps, meetings, preparation for classroom and individual learning support;
- (b) Attendance at Individual Education Plan (IEP) meetings and regular consultation time with the teacher-in-charge of teacher aides for students with special needs.

2.4.3 The hours of work of employees will not exceed 40 hours per week or 37.5 hours per week and will be worked between 8 am and 5 pm daily from Monday to Friday inclusive, unless otherwise agreed by the employer and employee.

2.4.4 Except as provided under clause 2.4.5, where an employee is required to work additional hours to those set in accordance with clauses 2.4.2 and 2.4.5, the employee may be required temporarily to start and/or finish outside of those hours. These additional hours shall be paid at the ordinary rate of pay unless they are deemed to be overtime according to clause 2.7.

2.4.5 For every day or part day when an employee is away from home overnight on a school camp or trip they shall be paid at ordinary time for hours required between 8 am and 6 pm and clause 2.7 shall not apply. Additional overnight provisions apply as per clause 5.5.

5.5 Work during school trips and school camps

5.5.1 For any school camp or school trip, where the employee is required to be in attendance (including staying overnight) the employee is not entitled to overtime under clause 2.7 but will be paid at the minimum adult wage rate for any hours worked between 6pm and 8am.

Note: For avoidance of doubt, these hours must be paid, whether or not the employee is required by circumstance to be awake in the night.

5.5.2. By mutual agreement, time in lieu may be substituted.

Annex 5:

KRCA 5.4 Overnight Allowance

5.4 Work during school trips and school camps

5.4.1 For any school camp or school trip, where the employee is required to be in attendance (including staying overnight) the employee will be paid at the minimum adult wage rate for any hours worked between 6pm and 8am.

Note: For avoidance of doubt, these hours must be paid, whether or not the employee is required by circumstance to be awake in the night.

5.4.2. By mutual agreement, time in lieu may be substituted.