

VARIATION TO THE SUPPORT STAFF IN SCHOOLS' COLLECTIVE AGREEMENT

BETWEEN

The Secretary for Education (acting under delegation from the State Services Commissioner pursuant to section 23 State Sector Act 1988 and in accordance with section 74(5) of that Act) "**Secretary**"

AND

New Zealand Education Institute Te Riu Roa Incorporated (representing Teacher Aides employed by state and state-integrated School Boards of Trustees) "**NZEI Te Riu Roa**"

Together "**the parties**".

BACKGROUND

- A. Following an extensive collaborative process, the parties concluded that the remuneration of teacher aides was affected by sex-based undervaluation.
- B. To rectify the sex-based undervaluation of teacher aides, the parties entered into the Teacher Aide Pay Equity Settlement Agreement ("**Settlement Agreement**"), together with an employer and employee representative parties.
- C. The purpose of this variation is to vary the Support Staff in Schools' Collective Agreement ("**Collective Agreement**") between the parties to give effect to the terms of the Settlement Agreement, and to incorporate them as terms of this Collective Agreement.

VARIATION

1 Recitals

- 1.1 This Variation to the Support Staff in Schools' Collective Agreement ("**Variation**") is made in accordance with clause 1.4 of the Collective Agreement and section 51 of the Employment Relations Act 2000.
- 1.2 Once signed by the Secretary and the National Secretary NZEI Te Riu Roa, this Variation will be effective from 12 February 2020. The National Secretary NZEI Te Riu Roa shall not sign this Agreement until such time as ratification by its members has been achieved.

2 Coverage

- 2.1 This Variation applies to employees covered by the Collective Agreement who routinely undertake work described in the Teacher Aide Work Matrix Table set out in clause 3A.3.3 to this Variation, whether designated as a Teacher Aide or not.

- 2.2 If an employee's position description designates their role other than that of Teacher Aide (e.g. Support Staff), but the employee routinely undertakes work or duties described in the Teacher Aide Work Matrix Table set out in clause 3A.3.3, the employee comes within the coverage of this Variation.

3 Part 3A – Teacher Aide Remuneration

- 3.1 New Part 3A will be inserted into the Collective Agreement as follows:

Part 3A – Teacher Aide Remuneration

3A.1 Application

3A.1.1 This Part 3A applies to employees who routinely undertake work described in the Teacher Aide Work Matrix Table set out in clause 3A.3.3 whether designated as a Teacher Aide or not.

3A.1.2 The following clauses from Part 3 do NOT apply to employees to whom Part 3A applies: clause 3.2; clause 3.3; clause 3.4; clause 3.5; clause 3.6; clause 3.7; clause 3.8; clause 3.9.

3A.2 Teacher Aide pay equity

3A.2.1 The work of employees who routinely undertake work set out in the Teacher Aide Work Matrix Table, whether designated as a Teacher Aide or not, is covered by a pay equity claim settlement.

3A.2.2 The pay equity claim settlement agreed between the parties to resolve the pay equity claim was recorded in a Settlement Agreement which is incorporated as Part 14 to this Collective Agreement and forms part of the terms of this Collective Agreement.

3A.2.3 The parties agree that the process undertaken and the information collated to assess and resolve the pay equity claim was suitable and sufficient for the parties to reach agreement on the claim.

3A.2.4 The parties agree that this Agreement is in full and final resolution of the Claim. The agreement reached reflects the parties view that it achieves pay equity and that there is no differentiation between male and female employees in the manner set out in section 3(1) of the Act. Nor will any claim be made by either NZEI Te Riu Roa nor any employee covered by this agreement that any remuneration paid to any teacher aide is subject to any differentiation or undervaluation based on sex.

3A.2.5 No claim will be brought by any teacher aide covered by this agreement against either the State Services Commissioner or the Secretary or a Board of Trustees seeking back pay for any period prior to 12 February 2020.

3A.3 Teacher Aide Work Matrix Table

3A.3.1 The parties have agreed on a Teacher Aide Work Matrix Table for employees who, however designated or described, routinely undertake the work described in that table. The Work Matrix Table sets out the most common skills, responsibilities and demands that apply to teacher aides working within Grade A, Grade B, Grade C or Grade D. The Work Matrix Table will apply from 12 February 2020.

3A.3.2 The employer will need to assess the regular and ongoing skills/demands/responsibilities of each teacher aide role so that the grade recognises the highest level skills/demands/responsibilities that are required for competent performance of the role. An employer will need to consider what makes up the majority of the role, and not things that are a one-off or isolated event. Teacher Aides do not have to do every activity in a grade in order to be placed in a particular grade.

3A.3.3 Teacher Aide Work Matrix Table

	General Support	Additional Support	Te Ao Māori
Grade A	<p>Follows structured programmes, lesson plans and activities</p> <ul style="list-style-type: none"> ○ Works with students under teacher supervision on a set variety of standardised and specified tasks, e.g. EarlyWords, SRA reading programme. ○ Assists students to stay on task. ○ Monitors and observes students and acts to build trusting relationships with students and colleagues. ○ Responsible for own work under regular supervision although may show others how to perform tasks as part of their orientation. ○ Collaborates with others in their team. ○ Prepares resources required by the class e.g. photocopying, laminating, paint preparation. ○ Respects and accommodates language, heritage and cultures in a 	<p>Supports learner's well-being, health and safety</p> <ul style="list-style-type: none"> ○ Primary responsibility of the role is the health and safety of a student/s and may perform simple tasks related to feeding, personal hygiene and/or monitoring and observing these students inside or outside the classroom. 	<p>Developing</p> <ul style="list-style-type: none"> ○ Requires some familiarity and ability to function on an informal basis in a Māori cultural context AND/OR ○ Respects, accommodates and has some basic knowledge of Māori language/pronunciation, culture, beliefs, values and heritage and an interest and commitment to further develop their reo.

	multi-cultural environment.		
Grade A - Core skills will include; listening, patience, empathy, encouraging and resilience.			
	General Support	Additional Support	Te Ao Māori
Grade B	<p>Follows structured programmes but can make minor adaption and creates activities</p> <ul style="list-style-type: none"> ○ Works with individual students and small groups delivering a range of subjects and topics OR works more in depth in a single or limited range of subjects. ○ Will make minor adaptations to lesson plans and resources to ensure learning objectives are achieved and in response to individual student needs. ○ Designs activities to supplement programmes. ○ Supports inclusion in school and amongst peers and takes appropriate action to support students' wellbeing. ○ Has more day to day independence although will have regular conversations with colleagues. ○ Has occasional supervisory responsibility for other employees, parent help or volunteers. ○ Uses a language other than English in daily conversations to provide assistance or respond to needs. ○ Uses multi-cultural knowledge to guide students and colleagues or develop rapport. 	<p>Directly supports students with specific health, behavioural and/or other needs</p> <ul style="list-style-type: none"> ○ Provides direct support for specific health, behavioural and/or other needs of student/s in order to enhance the student's ability to integrate, improve, be independent and participate more fully in the school. ○ Implements behavioural, physiotherapy, and/or occupational therapy programmes as prescribed by specialists. ○ Responsible for a range of physical care and will be required to ensure the students' dignity is maintained. ○ Precision in providing care and safe handling is required. ○ If responsible for behavioural needs students, must be constantly monitoring for escalating behaviours and diffuse these situations. 	<p>Supporting, guiding reo and tikanga</p> <ul style="list-style-type: none"> ○ Adapts and prepares te reo Māori resources and activities to support programmes. ○ Uses te reo Māori in daily conversations to provide assistance or respond to needs. ○ Supports teachers by guiding students and colleagues in tikanga on marae and during pōwhiri. ○ Participates in activities that encourage kaitiakitanga. ○ Supports and encourages the use of te reo in the classroom.
Grade B - Additional skills at this level may include: active listening, calmness, tact			
	General Support	Additional Support	Te Ao Māori
Grade C	<p>Independently delivers ongoing programmes with ability to adapt as required</p>	<p>Supports students with complex health, behavioural and/or other needs</p>	<p>Speaks and role models te reo</p> <ul style="list-style-type: none"> ○ Delivers te reo Māori programmes including

	<ul style="list-style-type: none"> ○ Has a high level of day to day independence which includes planning tasks and activities and clear accountability for delivering specific programmes to agreed standards. ○ Will involve tailoring, testing, adapting and creating individual plans and resources within the programme. ○ Provides regular provision of coaching and mentoring, guidance and training to other employees. ○ Will identify and take action to understand the causes of students' emotional states and provide appropriate support or alert others where escalation is required. ○ Provides cultural leadership which requires specific language skills, knowledge and expertise. ○ Translates resources and materials into languages other than English. ○ Provides translation support for students. 	<ul style="list-style-type: none"> ○ Specific expertise requiring active intervention to support students with additional needs. These needs include some or all of medical, behavioural, academic, pastoral and personal care. Skills may include learned physiotherapy techniques, proficiency in braille, sign, Makaton, and medical support e.g. mic-key. ○ If responsible for behavioural needs students, must be constantly vigilant for escalating behaviours and defuses difficult situations which may pose risks to themselves or others e.g.: deescalating to avoid the need for restraint. ○ Supports a student's wellbeing by engaging with family to address identified pastoral issues and enhance the student's ability to attend school and/or participate. This would include assisting new migrants with their transition into Aotearoa New Zealand culture and environment. 	<ul style="list-style-type: none"> ○ adapting and preparing resources and activities. ○ Translates resources and learning materials into te reo Māori. ○ Speaks te reo Māori when representing the school in the community. ○ Coordinates and delivers kapa haka and/or other Māori arts programmes. ○ Uses knowledge of students' background and whānau in order to make connections and provide appropriate support. ○ Works with whānau and kaiako to support and encourage students' learning. ○ Provides leadership at cultural events.
Grade C - Additional skills may include: ongoing mentoring, emotional engagement, de-escalating difficult situations, negotiation and/or persuasion.			
	General Support	Additional Support	Te Ao Māori
Grade D	<p>Creates, plans and delivers ongoing programmes requiring strong technical proficiency and skills</p> <ul style="list-style-type: none"> ○ Develops programmes, lesson plans and associated resources. ○ Develops and organises or has a major collaboration role in a number of complex activities or programmes requiring the development and approval of longer term plans. 	<p>Provides highly specialised support for students with complex health, behavioural and/or other needs</p> <ul style="list-style-type: none"> ○ Highly specialised skills are required to provide services to students with highly complex needs. ○ In-depth understanding of the students' conditions and capabilities involves the independent or shared responsibility to amend, adjust or modify the 	<p>A strong leader and advocate for te reo Māori in the kura and community</p> <ul style="list-style-type: none"> ○ Plans, coordinates develops and delivers learning programmes to support students' achievement in Te Marautanga o Aotearoa. ○ Teaches subjects from Marau ā-kura in the national or local curriculum. ○ Provides expert advice and guidance to teachers

	<ul style="list-style-type: none"> ○ The role de-escalates emotionally charged situations and overcomes significant barriers to learning by employing a wide range of techniques and competencies over time. ○ The role has permanent supervision of other Teacher Aides or support staff. ○ Requires immersion in at least two cultures and provides leadership across cultural boundaries. 	<p>level and type of support in response to progress or change.</p> <ul style="list-style-type: none"> ○ Formulates programmes for student/s. ○ Leads crisis management interventions. ○ The role de-escalates extreme emotionally charged situations and overcomes significant barriers to learning by employing a wide range of techniques and competencies over time. ○ If working with behavioural students will need to be aware and respond to unpredictable behaviours where there are significant risks of harm to the student or others. ○ Provides pastoral support, services or cultural liaison to student families on the school's behalf, to enable them to engage with education, integrate into the community and/or access appropriate community assistance. 	<p>on te reo Māori, tikanga and/or how best to work with Māori students.</p> <ul style="list-style-type: none"> ○ Supports Kaiako and works with whānau to address serious issues of physical, emotional and/or mental wellbeing of students. ○ The role requires a high level of fluency and good tikanga to apply a broad application of te reo Māori skills, customary concepts and traditions together with the ability to function effectively in Māori culture. ○ Provides leadership in the school and/or community.
<p>Grade D - Additional skills at this level may include: de-escalating extreme emotionally charged situations, complex planning, leadership.</p>			

3A.4 Teacher Aide Pay Rates

3A.4.1 The following pay rates will apply to all employees who routinely undertake work described in the Teacher Aide Work Matrix Table, whether designated as a Teacher Aide or not. The new pay rates will apply from 12 February 2020.

3A.4.2 Employers may treat the stated rates as minimum rates of pay and can agree a pay rate above the maximum of the rate for each Grade specified in this table.

3A.4.3 Teacher Aide Pay Rates

Grade	Step	Rates up to 28 November 2019	Step	Rates effective 29 November 2019	Work Matrix	Step	Pay equity rates effective 12 February 2020	Rates effective 27 November 2020
A	1	17.70	1	21.15	A	1	21.20	21.84
	2	17.70		21.15		2	21.65	22.30
	3	17.70		21.15		3	22.10	22.76
	4	17.70		21.15				
B	4	17.70	1	21.15	B-C	1	23.02	23.71
	5	18.21		21.15		2	23.75	24.46
	6	18.86		21.15		3	24.48	25.22
	7	19.48		21.15		4	25.21	25.97
	8	20.09		21.15		5	25.94	26.72
	9	20.69	2	21.31		6	26.54	27.34
C	9	20.69	2	21.31	B-C	7	27.27	28.09
	10	21.42	3	22.06		8	28.00	28.84
	11	22.24	4	22.91		9	28.73	29.59
	12	23.06	5	23.75		10	29.46	30.34
	13	23.88	6	24.60				
	14	24.70	7	25.44				
D	14	24.70	7	25.44	D	1	29.46	30.34
	Range of Rates	«	«	«		2	30.50	31.42
		3	31.55	32.49				
		4	32.59	33.57				
		5	33.15	34.14				
	15	33.67	8	34.68		6	34.68	35.72

Notes:

- i. An employee is paid either an hourly rate or an annual salary.
- ii. To find the annual salary rate for a 40 hour/week, 52 week/year employee, the hourly rate will be multiplied by 2,080.
- iii. To find the annual salary rate for a 37.5 hour/week 52 week/year employee, the hourly rate will be multiplied by 1,950.
- iv. The minimum step for a teacher aide who is placed in Work Matrix A is step A1.
- v. The minimum step for a teacher aide who is placed in Work Matrix B is step B-C1.
- vi. The minimum step for a teacher aide who is placed in Work Matrix C is step B-C6.
- vii. The minimum step for a teacher aide who is placed in Work matrix D is step D1.

3A.5 Translation to new Teacher Aide pay rates

3A.5.1 From 12 February 2020, teacher aides who were employed under the Support Staff in Schools' Collective Agreement prior to 29 November 2019 will translate to the applicable pay equity rate based on the step they held under the Support Staff in Schools' Collective Agreement 2017-2019 as set out in the table in clause 3A.4.3.

3A.5.2 *Teacher aides who were paid on Grade B, step 9 of the Support Staff in Schools' Collective Agreement 2017-2019 (step 2 in the Support Staff in Schools' Collective Agreement 2019-2022) and who have been on that step for at least two years, will translate to Work Matrix B-C step 6 unless the employer advises by 14 August 2020 that the role held by the teacher aide remains solely within Work Matrix B, in which case they translate to Work Matrix step B5.*

3A.5.3 *From 12 February 2020, teacher aides who were first employed under the Support Staff in Schools' Collective Agreement on or after 29 November 2019 will translate to the applicable pay equity rate as follows:*

- a. *A teacher aide who is paid in Grade A (step 1) will translate to Work Matrix step A1.*
- b. *A teacher aide who is paid in Grade B (step 1) will translate to Work Matrix step B1.*
- c. *A teacher aide who is paid in Grade B (step 2) will translate to Work Matrix step B5.*
- d. *A teacher aide who is paid in Grade C (steps 2 to 7) will translate to the applicable step in Work Matrix steps C6-C10.*
- e. *A teacher aide who is paid in Grade D (step 7) will translate to Work Matrix step D1.*
- f. *A teacher aide who is paid in Grade D (step 8) will translate to Work Matrix step D6.*

3A.5.4 *Teacher aides paid within the Grade D range of rates will translate to the closest step in Work Matrix D steps D2 to D6, provided the rate is equal to or higher than their current rate.*

3A.5.5 *From 27 November 2020, teacher aides paid on the printed rate will be paid on the applicable rate based on the Work Matrix Table set out in clause 3A.3.3.*

3A.5.6 *Teacher aides whose hourly rate exceeds the applicable Work Matrix maximum hourly rate will retain that higher rate.*

3A.5.7 *These increases are additional to, not a replacement for, annual progression under clause 3A.8.*

3A.6 Job descriptions

3A.6.1 *Where a job description and/or written requirements for an existing position do not exist, the current employee will be consulted in determining a job description.*

3A.6.2 *The job description and/or written requirements for the role may be reviewed by the employer and teacher aide and may be updated as required by the employer following consultation with the teacher aide.*

3A.6.3 *Substantial changes to the job description and / or written requirements for the position may not be made until after the employer has consulted the teacher aide and endeavoured to reach agreement.*

3A.7 Placement on Appointment for Teacher Aides

3A.7.1 *The employer will determine job descriptions and / or other written requirements and the applicable Work Matrix Grade for all positions as part of the recruitment process.*

3A.7.2 *Upon appointment, each teacher aide role must be placed in a Work Matrix Grade (A, B, C, or D) using the Work Matrix Table set out in clause 3A.3.3.*

3A.7.3 *The Work Matrix Grade of each role will be determined by identifying one or more of the highest level skills / demands / responsibilities, as set out in the Work Matrix Table in clause 3A.3.3, required for the competent performance of the role. The skills / demands / responsibilities must be a routine and ongoing part of the role; isolated or one-off demands must not be included. The employer should do this using the joint NZSTA / NZEI Te Riu Roa / Ministry of Education guidance provided for this purpose.*

3A.7.4 *A teacher aide employed for two or more distinct positions, must be placed in the appropriate Work Matrix Grade for each position.*

3A.7.5 *A teacher aide's pay rate can be at any point within the minimum and maximum rates of the applicable Work Matrix Grade as set out in the Teacher Aide Work Matrix Table in clause 3A.3.3. In determining the applicable pay rate the employer should also consider any particular skills and qualifications held by the teacher aide as well as any previous relevant paid or unpaid work experience.*

3A.7.6 *Where a teacher aide has previously been employed as a teacher aide under a Support Staff in Schools' Collective Agreement, and the break in employment (including between employers) has been less than 12 months, based on information about their previous employment provided to the employer by the teacher aide, placement on appointment must take account of their previous service as follows:*

(a) Where the skills / demands / responsibilities of the new role is within the same Work Matrix Grade as the previous role, the starting step should be at least the step they last held.

(b) The employer should also consider any particular skills and qualifications held, as well as any previous relevant paid or unpaid work experience undertaken by the teacher aide since they were last employed.

3A.8 Progression within the Work Matrix Grades for Teacher Aides

3A.8.1 *From 1 January 2021, progression through steps within the minimum and maximum rates that apply to each Work Matrix Grade will occur on a teacher aide's anniversary date each year, unless the employer considers that the teacher aide has failed to meet standards of performance as assessed by the employer against the job description or written requirements for the position, and has informed the teacher aide of this no later than two months prior to the progression becoming due.*

3A.8.2 Notwithstanding clause 3A.8.1 above, from 1 January 2021 teacher aides who on their anniversary date have been on the maximum step of Work Matrix Grade B-C step 5 for at least 12 months, will progress to step 6, unless the employer considers the teacher aide's role remains solely within Work Matrix Grade B, and has informed the teacher aide of this no later than two months prior to the progression becoming due.

3A.8.3 A teacher aide, who has the right to representation at any stage, may request their employer reconsider their salary progression.

4 Tiaki allowance rates

4.1 The parties have agreed on new Tiaki allowance rates applicable to employees who routinely undertake work set out in the Teacher Aide Work Matrix Table, whether designated as a Teacher Aide or not. These rates apply from 12 February 2020.

4.2 Clause 5.4.1 of the Collective Agreement will be amended as follows:

*Where an employee, **other than an employee who routinely undertakes work set out in the Teacher Aide Work Matrix Table, whether designated as a Teacher Aide or not**, is required to clean up a student soiled with...*

4.3 New clauses 5.4.4 and 5.4.5 will be inserted into the Collective Agreement as follows:

5.4.4 From 12 February 2020, where an employee who routinely undertakes work set out in the Teacher Aide Work Matrix Table, whether designated as a Teacher Aide or not, is required to provide personal care by cleaning up a student soiled with vomit, excreta, urine or blood (other than blood associated with minor cuts and abrasions and minor nose bleeds), the employee shall be paid one of the following two allowances:

(a) where the personal care is required as part of the employee's ongoing responsibilities and occurs at least once per day or five times in any week, the employee shall be paid an hourly allowance at the rate of 10% of step 5 of Grade B-C.

(b) where the personal care is required in the course of the employee's duties on an occasional or one-off basis, the employee shall be paid an allowance of \$4.81 per incident to a maximum payable of once per day.

5.4.5 No employee will receive more than one Tiaki allowance at any point in time.

Note: The hourly allowance in 5.4.4(a) shall be paid for all hours worked, regardless of whether cleaning of bodily fluids is actually required. For example, it is payable when a child requiring personal care is absent so the employee in receipt of the allowance does not have to perform this work.

Note: From 12 February 2020 the Tiaki allowance set out in clause 5.4.4(a) is set at \$2.59 per hour. From 27 November 2020 the allowance will increase to \$2.67 per hour.

5 Variation of hours

5.1 The parties agree to insert new clause 2.5.1A into the Collective Agreement:

2.5.1A From [date of ratification] subject to clause 2.4.2 and notwithstanding clause 2.5.1 above, for employees who routinely undertake work set out in the Teacher Aide Work Matrix Table in clause 3A.3.3, whether designated as a Teacher Aide or not, the employer's ability to vary the employee's hours of work and / or weeks worked per year will be restricted to a maximum variation of 25% of the hours and / or weeks the employee is currently employed to work in any 12 month period. For any variation in excess of 25%, the provisions of clause 10.2 will apply. The employer and employee may agree to vary the employee's hours of work and / or weeks worked per year over and above the 25% maximum. Where this is by agreement, clause 10.2 will not apply.

5.2 Clause 2.5.3 of the Collective Agreement will be amended as follows:

Where the variation referred to in clause 2.5.1 or clause 2.5.1A above involves either a reduction or an increase...

6 Professional Learning and Development

6.1 Clause 2 of Part 13 of the Collective Agreement sets out the *Establishment of a Professional Learning and Development Fund for Teacher Aides*. The following paragraph will be added to this Part:

The Professional Learning and Development Fund for Teacher Aides will be enhanced, increasing the fund from \$0.790 million to \$2.29 million over 18 months with an effective implementation date of 1 July 2020. This fund will support the resourcing of professional development of teacher aides, including but not limited to funding attendance at training and / or professional development opportunities.

7 Additional workforce matters

7.1 The parties have identified three workforce matters set out in Schedule 7 of the Settlement Agreement which, the parties have agreed to progress under the Accord process. These matters have been incorporated into the Collective Agreement by including the Settlement Agreement in Part 14.

8 Consequential amendments

8.1 Clause 3.2.2 of the Collective Agreement will be amended as follows:

*The following pay scale will apply to all support staff except those in the Executive Management Group **and those who routinely undertake work described in the Teacher Aide Work Matrix Table, whether designated as a Teacher Aide or not.***

8.2 Clause 3.6 of the Collective Agreement will be amended as follows:

*Every position will be placed within one of the four grades (A, B, C or D), except for positions in the Executive Management Group **and positions covered by Part 3A below.***

9 Remainder

9.1 The remainder of the Collective Agreement remains unchanged.

EXECUTION

Signatories:

Iona Holsted
Secretary for Education, Ministry of Education

Paul Goulter
New Zealand Educational Institute Te Riu Roa Incorporated

Witness:

Lorraine Kerr
New Zealand School Trustees Association