

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 Lyall Bay School Board of Trustees, one of the Boards of Trustees that the Secretary has been acting for the benefit of

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”**

And the following employees who NZEI Te Riu Roa has been acting on behalf of:

Alexandra Kemplen
Andrea Andrews
Marcia Martin
Susan Poole
Fa’anunu Sisnett
Annie Te Moana

Teacher Aide Pay Equity Settlement Agreement

Date:

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TEACHER AIDE PAY EQUITY SETTLEMENT 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 Lyall Bay School Board of Trustees who the Secretary has been acting for the benefit of

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”**

And the following employees who NZEI Te Riu Roa has been acting on behalf of:

Alexandra Kemplen
 Andrea Andrews
 Marcia Martin
 Susan Poole
 Fa’anunu Sisnett
 Annie Te Moana

Together **“the parties”**.

BACKGROUND

- A.** In December 2016, NZEI Te Riu Roa notified the Secretary, in her capacity as a party to the Support Staff in Schools’ Collective Agreement between the parties, of its view that the remuneration rates of teacher aides reflected gender-based historical and current undervaluation. This became the Teacher Aide Pay Equity Claim (**“Claim”**).
- B.** The parties developed a process to assess and resolve the Claim. This process was consistent with the Reconvened Joint Working Group Principles for Pay Equity, and the Terms of Reference agreed between the New Zealand Council of Trade Unions (**“NZCTU”**) and the State Services Commissioner which were developed to help agencies and unions work through pay equity claims in the State sector.
- C.** In July 2017, Terms of Reference were agreed between the Secretary, NZEI Te Riu Roa, E Tū, and the New Zealand School Trustees Association (**“NZSTA”**).

- D. On 12 February 2020, the parties reached agreement on a proposed framework for resolution of the Claim.
- E. This Teacher Aide Pay Equity Settlement Agreement (“**Agreement**”) records the agreement reached between the parties to settle the Claim.
- F. The parties have had the support of E Tū in assessing and resolving this Claim.
- G. NZSTA, NZCTU, and the State Services Commission represent interested relevant agencies and as such are witnesses to this Agreement.

PURPOSE

- A. The purpose of this Agreement is to provide for pay equity and correct the identified undervaluation of teacher aides.
- B. By agreeing to this Agreement, the Secretary ensures that teacher aides’ remuneration is free from sex-based undervaluation and facilitates school Boards of Trustees to meet their own obligations to teacher aide employees.
- C. The terms of this Agreement are a recognition of the skills, responsibilities, conditions, demands and degrees of effort of teacher aide work. This Agreement recognises the significant contribution that teacher aides make to the personal, social and education outcome of the students they work with.
- D. The parties anticipate that this Agreement will have a positive impact on the way that the work of teacher aides is understood, respected and valued by their schools and our broader communities. This outcome is consistent with the Government’s commitment to increasing wellbeing – including reducing child poverty and increasing the wages of low-paid workers – and to achieving pay equity.

AGREEMENT

1 COVERAGE

- 1.1 This Agreement, if ratified as part of a variation to *the Support Staff in Schools’ Collective Agreement*, will bind state and state-integrated school staff employed by school Boards of Trustees who are NZEI Te Riu Roa members and who undertake work described in the Work Matrix Table set out in Schedule 1 to this Agreement, whether designated as a Teacher Aide or not.

- 1.2 If an employee's position description designates their role as other than that of Teacher Aide (e.g. Support Staff), but the employee routinely undertakes work or duties described in the Work Matrix Table set out in Schedule 1, the employee falls within the scope of this Agreement and is to be paid in accordance with this Agreement.
- 1.3 The parties agree to work cooperatively with employers to implement and apply the provisions and benefits of this Agreement to all eligible teacher aides.

2 AGREEMENT ON PAY EQUITY ISSUES

- 2.1 The parties agree that the new rates set out in clauses 2.2-2.9 below reflect pay equity, do not differentiate between male and female employees in the manner set out in section 3(1) of the Act and do not contain any element of sex-based differentiation or undervaluation.

Work matrix

- 2.2 The parties have agreed on a new 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 is set out in Schedule 1 to this Agreement and will apply from 12 February 2020 provided the variation to the *Support Staff in Schools' Collective Agreement* is ratified
- 2.3 The table sets out the most common skills, responsibilities and demands that apply to Teacher Aides. 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.

Pay rates

- 2.4 As part of settling the Claim, the parties have agreed on new pay rates for teacher aides, informed by an evidence report and wage rate comparator information. The table of Teacher Aide Pay Rates is set out in Schedule 2 to this Agreement. These pay rates will apply from 12 February 2020 provided the variation to the *Support Staff in Schools' Collective Agreement* is ratified.
- 2.5 Although the table in Schedule 2 sets out the agreed rates of pay for teacher aides, 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 the table.

- 2.6 The parties have also reached agreement on how employees will be translated to the new pay rates from 12 February 2020. The translation process is set out in Schedule 3 to this Agreement.
- 2.7 The parties have also reached agreement on the process for placing new employees within the Work Matrix Table. The placement on appointment process is set out in Schedule 4 to this Agreement.
- 2.8 The parties have also reached agreement on the progression steps to apply to the table of Teacher Aide Pay Rates. The progression steps are detailed in Schedule 5 to this Agreement.

Tiaki allowance rates

- 2.9 As part of settling the Claim, the parties have agreed on new Tiaki allowance rates applicable to eligible employees (both those who undertake this work occasionally and those for whom it is a regular part of their work). These rates are set out in Schedule 6 to the Agreement and apply from 12 February 2020 provided the variation to the *Support Staff in Schools' Collective Agreement* is ratified.

3 AGREEMENT ON MATTERS OTHER THAN PAY RATES

Professional Learning and Development Fund

- 3.1 The Professional Learning and Development Fund for Teacher Aides in the *Support Staff in Schools' Collective Agreement* will be enhanced, increasing the fund from \$0.790 million to \$2.290 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.

Variation of hours

- 3.2 An employer can currently vary the hours of work of a teacher aide once every 12 months as per clause 2.5 of the *Support Staff in Schools' Collective Agreement*. The parties agree that from the date of ratification of the *Support Staff in Schools' Collective Agreement* an employer's ability to vary the hours of work of teacher aides will be restricted to a maximum variation of 25% of the hours the teacher aide is currently employed to perform in any 12 month period.
- 3.3 The Parties agree that any such variation will require one-month notice (clause 2.5.1) and consultation (clause 2.5.3).

4 REVIEW

- 4.1 The parties agree that the pay rates set out in this Agreement will be reviewed in order to maintain pay equity.
- 4.2 The parties agree that they will align the work required to review the pay rates and retain pay equity with the collective agreement bargaining cycle. The first review will occur in 2023 (mid-cycle) to inform the following bargaining round.
- 4.3 The parties agree to consider a range of available information as part of that review, including but not limited to, trends in changes to the Labour Cost Index and Consumer Price Index, Treasury forecast of labour movement and Consumer Price Index, and trends in changes to the remuneration of the core comparator workforces (corrections officers, customs officers, and youth justice workers).

5 IMPLEMENTATION

- 5.1 This Agreement will come into effect on the date that it is signed by the Secretary and the National Secretary NZEI Te Riu Roa. For the avoidance of doubt the new pay rates for teacher aides will apply from 12 February 2020 provided the variation to the *Support Staff in Schools' Collective Agreement* is ratified by 3 July 2020.
- 5.2 This Agreement will cease to have any effect if the variation to the *Support Staff in Schools' Collective Agreement* is not ratified by 3 July 2020.
- 5.3 NZEI Te Riu Roa will hold on-line information/endorsement meetings at which this Agreement will be communicated to union and non-union members. All employees who routinely undertake work described in the Teacher Aide Work Matrix Table, whether designated as a Teacher Aide or not, will receive a \$25 gross payment for attendance at one on-line information/endorsement meeting.
- 5.4 The Secretary will encourage employers to encourage attendance by employees who routinely undertake work described in the Teacher Aide Work Matrix Table, whether designated as a Teacher Aide or not, at the on-line information/endorsement meetings.

Varying the collective agreement

- 5.5 The parties agree that a variation to the *Support Staff in Schools' Collective Agreement* will be necessary to implement this Agreement. The variation to the *Support Staff in Schools' Collective Agreement* is attached as Schedule 8.
- 5.6 The parties agree to take all practicable steps to achieve ratification of the proposed variation to the *Support Staff in Schools' Collective Agreement*.

- 5.7 The parties agree that the variation to the *Support Staff in Schools' Collective Agreement*, subject to ratification by union members, will be effective from 12 February 2020.
- 5.8 Employers will be encouraged by the Secretary, as soon as practicable after this Agreement comes into effect, to offer the provisions of this Agreement to non-union members undertaking work described in the Work Matrix Table set out in Schedule 1 to this Agreement, whether designated as a Teacher Aide or not.

Identification of issues

- 5.9 The parties agree that within 18 months of the date on which this Agreement comes into effect, they will discuss the operation of the processes established by this Agreement to identify any issues that have been drawn to the attention of either NZEI Te Riu Roa, the Ministry of Education, or NZSTA regarding the understanding by schools of how the new Work Matrix Table, pay rates, and progression arrangements should be applied.
- 5.10 Any report that arises from this discussion will be shared with SSC's Gender Pay and Pay Equity taskforce, to support the system development around pay equity processes.

6 GOOD FAITH

- 6.1 The parties will deal with each other in good faith on all matters under, or associated with, this Agreement.

7 RESOLUTION OF CLAIM

- 7.1 The parties agree that this Agreement is being entered into by the Secretary for the benefit of the individual school Boards of Trustees as the employers of teacher aides.
- 7.2 The parties agree that this Agreement is being entered into by NZEI Te Riu Roa on behalf of its members who fall within the coverage clause and that NZEI Te Riu Roa has the authority to settle the claim and reach agreement as to the claim on a full and final basis, subject to the variation to the *Support Staff in Schools' Collective Agreement* being ratified.
- 7.3 The parties agree that the process undertaken and the information collated to assess and resolve the Claim was suitable and sufficient for the parties to reach agreement on the Claim.

- 7.4 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 that any remuneration paid to any teacher aide is subject to any differentiation or undervaluation based on sex.
- 7.5 No claim will be brought by either NZEI Te Riu Roa or an NZEI Te Riu Roa member 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 which the Agreement comes into effect.
- 7.6 Nothing in this Agreement prevents either party from bringing a claim in the future based on a failure to review and maintain pay equity as required by clause 4 of this Agreement; nor from bringing a claim against the other party to this Agreement for a breach of this Agreement.

8 ADDITIONAL WORKFORCE MATTERS

- 8.1 During the investigation into the Claim, the parties identified three workforce matters which, the parties have agreed to progress under the Accord process. These matters are detailed in Schedule 7, but in summary are:
- a) A review of how schools are funded for employees who routinely undertake work described in the Teacher Aide Work Matrix Table, whether designated as a Teacher Aide or not.
 - b) An exploration of potential career pathways and professional learning and development for teacher aides under the Accord agreed between the Secretary, the Post Primary Teachers' Association and NZEI Te Riu Roa.
 - c) A review by NZEI Te Riu Roa and NZSTA of trends in fixed-term employment to inform the development of advice to employers.
- 8.2 These additional workforce matters will be incorporated into the variation to the *Support Staff in Schools' Collective Agreement* and in the event that either party considers that there has not been compliance, that party may seek a compliance order under the Employment Relations Act 2000. In all circumstances, the remainder of the Agreement remains valid, binding and in full and final resolution of the Claim.

9 COUNTERPARTS

- 9.1 This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

10 PUBLICATION OF THIS AGREEMENT

10.1 The parties agree that this Agreement will be published by the Ministry of Education and NZEI Te Riu Roa on their websites as soon as reasonably practicable after it is signed in order to help promote understanding of the Agreement.

11 INTERPRETATION

11.1 In this Agreement, unless the context otherwise requires:

- a) The singular includes the plural and vice versa.
- b) All amounts are expressed as gross amounts and subject to the Income Tax Act 2007.
- c) Any term not defined has its ordinary meaning, or the meaning in the Employment Relations Act 2000, or the Equal Pay Act 1972, where appropriate and according to the context.
- d) If any matter arises requiring the interpretation of this Agreement, the purpose set out in the Purpose section at the beginning of this Agreement must be taken into account.

12 DEFINITIONS

12.1 “**Act**” means the Equal Pay Act 1972.

12.2 “**Agreement**” means this Teacher Aide Pay Equity Settlement Agreement.

12.3 “**Claim**” means the Teacher Aide Pay Equity Claim notified by NZEI Te Riu Roa to the Secretary in December 2016, and subsequent matters raised in relation to the matter by NZEI Te Riu Roa to the Secretary.

12.4 “**NZCTU**” means the New Zealand Council of Trade Unions.

12.5 “**NZEI Te Riu Roa**” means the New Zealand Education Institute Te Riu Roa Incorporated (representing teacher aides employed by state and state-integrated Boards of Trustees).

12.6 “**NZSTA**” means the New Zealand School Trustees Association.

12.7 “**Parties**” means the Secretary and NZEI Te Riu Roa.

12.8 “**Secretary**” means the Secretary for Education, acting under delegation from the State Services Commissioner pursuant to section 23 of the State Sector Act 1988 and in accordance with section 74(5) of that Act.

12.9 “**Teacher aides**” means all employees who routinely perform the work set out in the Work Matrix Table whether designated as a Teacher Aide or not.

EXECUTION

Signatories:

Iona Holsted
Secretary for Education, Ministry of Education

Paul Goulter
National Secretary, New Zealand Educational Institute Te Riu Roa Incorporated

Lloyd Percival
Board Chair, Lyall Bay School Board of Trustees

Alexandra Kemplen

Andrea Andrews

Marcia Martin

Susan Poole

Fa’anunu Sisnett

Annie Te Moana

Witnessed by:

Don Pryde and Muriel Tunoho
E Tū Co Presidents

Lorraine Kerr
President New Zealand School Trustees Association

NZ Council of Trade Unions

State Services Commission

SCHEDULE 1 – 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 multi-cultural environment. 	<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.
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 	<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 	<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.

	<ul style="list-style-type: none"> ○ 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 	<ul style="list-style-type: none"> ○ 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. 	<ul style="list-style-type: none"> ○ 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> <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. 	<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 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.

	<ul style="list-style-type: none"> ○ 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"> ○ 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 	<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 	<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

	<p>number of complex activities or programmes requiring the development and approval of longer term plans.</p> <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 	<ul style="list-style-type: none"> ○ In-depth understanding of the students' conditions and capabilities involves the independent or shared responsibility to amend, adjust or modify the level and type of support in response to progress or change ○ 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>Marautanga o Aotearoa.</p> <ul style="list-style-type: none"> ○ Teaches subjects from Marau ā-kura in the national or local curriculum. ○ Provides expert advice and guidance to teachers on te reo Māori, tikanga and/or how best to work with Māori students. ○ 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>			

SCHEDULE 2 – 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.

SCHEDULE 3 – Translation to pay rates for work matrix A, B, C and D

From 12 February 2020:

1. 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 Schedule 2.
2. Teacher aides who were paid on Grade B, step 9 of the 2017-2019 collective agreement (step 2 in the 2019-2022 collective agreement) and who have been held 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.
3. 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.
4. Teacher aides paid within 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.

From 27 November 2020:

1. Teacher aides paid on the printed rate will be paid on the new applicable rate based on the Work Matrix Table set out in Schedule 1.
2. Teacher aides whose hourly rate when this Agreement comes into effect or during the term of the Support Staff in Schools' Collective Agreement, exceeds the applicable Work Matrix maximum hourly rate will retain that higher rate.
3. These increases are additional to, not a replacement for, annual progression under clause 3A.8.

Job descriptions

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.
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.
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.

SCHEDULE 4 – Placement on Appointment

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.
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 Schedule 1 above.
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 Schedule 1, required for the competent performance of the role. The skills / demands / responsibilities must be a regular 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.
4. A teacher aide employed for two or more distinct positions, must be placed in the appropriate Work Matrix Grade for each position.
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 Work Matrix Table in Schedule 1. 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.
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.

SCHEDULE 5 – Progression within the Work Matrix Grades

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

SCHEDULE 6 – Tiaki Allowance

1. Clause 5.4 of the *Support Staff in Schools' Collective Employment Agreement* states:
 - 5.4.1 *Where an employee is required to clean up a student soiled with vomit, excreta, urine or blood (other than blood associated with minor cuts and abrasions and minor nose bleeds) in the course of her/his duties, she/he shall be paid an allowance of \$3.85 per day or part thereof.*
 - 5.4.2 *Where an employee is required to clean up a student soiled with other forms of bodily fluids, the allowance shall be payable at the employer's discretion.*
 - 5.4.3 *This allowance shall be payable for no more than one attendance to such duties per day.*
2. The current Tiaki allowance for occasional or one-off Tiaki work is increased by 25% from \$3.85 per day to \$4.81 per day.
3. For teacher aides who perform Tiaki work as part of their designated duties and at least once per day on average, a new Tiaki allowance of \$2.60 per hour is introduced.
4. The new hourly Tiaki rate for regular Tiaki work as provided for in clause 3 above is set at 10% of the Work Matrix Grade B-C step 5 remuneration rate and will increase if the rate of pay in this step changes.
5. The Tiaki allowance for occasional or one-off Tiaki work as provided for in clause 2 above will increase by the same percentage increase as applied to Work Matrix Grade B-C step 5.
6. The new Work Matrix Grade B-C step 5 rate effective from 29 November 2020 is \$26.72 per hour (an increase of 3%) meaning the new hourly Tiaki rate will increase to \$2.67 per hour, and the occasional Tiaki allowance will increase to \$4.95 per day, as of 29 November 2020.

SCHEDULE 7 - Additional Workforce Matters

Reviewing how schools are funded for teacher aides

Following the Accord agreed between the Ministry, NZEI Te Riu Roa and PPTA, and the issues raised during the teacher aide pay equity claim the Ministry began scoping a review of how schools are funded for teacher aides. This initial work established that there are a range of potential options, including using a form of entitlement staffing, and each option will have its own implications, costs and benefits.

Like the development of the Equity Index, this is significant and complex funding policy work and the parties recognise the potential to contribute to improved outcomes for teacher aides, schools, students and their whānau. Because this work has significant implications for all schools, and for the provision of learning support to students with additional needs, engagement is required with a wide range of stakeholders including principals, educators including teacher aides, boards of trustees, education sector agencies and others.

The Ministry has proposed to use a sector reference group (like has been used for the Equity Index work) to help develop, test and refine policy ideas with representation from unions (including teacher aides), principals and key stakeholders. This group would meet regularly, with regular reporting on progress to the Accord Governance Group. In due course wider engagement on the changes, beyond this sector reference group, is likely to be required. This wider engagement could include, parents and whānau, the disability sector and the Ministry Youth Advisory group to refine and test proposals.

The Minister and Associate Minister of Education have approved starting this work immediately. Based on experience with the Equity Index work and other major school funding policy changes, it is expected the detailed policy work could take at least two years before development of any new systems and/or changes to existing systems and/or processes can begin. The Ministry is now scoping and planning the work in more detail.

The time horizon takes into account that, once the policy work is completed and decisions made, there is likely to be a reasonable lead in time before implementation. For instance, changes to the funding model may require changes to education payroll and school resourcing systems. These IT changes will need to be scoped, specified, written and tested before a new funding model can be implemented. The timeframe for making these changes will depend on the complexity of any new funding approach; they also need to be completed about six months prior to the start of a new school year so that they can be used to generate the annual provisional resourcing notices that are provided to school at the start of September. Accordingly, the work required following the completion of the policy work is estimated to require two to five years to complete, depending on the complexity of any changes. However, it may be possible to develop some system changes in parallel with the policy work.

Career Pathways and Qualifications

Context

From the information drawn from the teacher aide and supervisor interviews, current access to qualifications or professional development, and support for such training by employers and the sector is inconsistent across the schooling network. 46% of those interviewed had received limited 'on the job' training, with only 5% receiving formal induction or training.¹

The roles education professionals (including teacher aides) may hold and their career pathways are issues committed to as part of the Accord. This work will include consideration of paid professional learning development, qualification acquisition and recognition, along with training opportunities and career progression for teacher aides.

A career framework should value teacher aides as professionals, with clear expectations and recognition for building professional skill and knowledge, including the traditionally overlooked "women's skills", such as those used to manage a child's challenging behaviour, that are vital to the success of teacher aide work.

How the development and attainment of relevant skills and qualifications should be recognised and how they could support career progression is a consideration, in order to give effect to a comprehensive and well operating career pathways framework.

Recognition of expertise, the ability to achieve advancement through qualifications, and a system that recognises and supports teacher aide development, will assist teacher aiding to be a valued career choice.

Teacher Aide Career Pathways and Professional Learning Development

Scope

The Accord will establish a working group to explore potential career pathways to enable teacher aides to stay within the workforce so that their expertise and knowledge is retained, ways to support the work of teacher aides through consistent and recognised induction and ongoing professional development.

The work will be informed by shared interests including (but not limited to):

- Valuing teacher aides as professionals.
- To ensure qualifications are accessible and recognised
- To ensure quality professional development is accessible
- To develop clear career pathways
- To ensure teacher aide career pathways and professional development is sustainable and affordable.

By June 2020 the Accord will have agreed an initial date for this work to commence.

¹ Teacher Aide Pay Equity Claim Report, p12.

Understanding Current State

It is anticipated that, to inform the work, the Accord will need to begin with exploring the current state. The types of questions that will need to explore will include (but not be limited to):

- What qualifications and professional development are currently available?
- How many teacher aides have formal qualifications and/or are engaged in professional development?
- What value do teacher aides / employers place on qualifications and/or professional development currently available?
- What are current challenges to attaining qualifications and/or accessing relevant professional development?

Teacher Aide Professional Learning and Development Fund

The most recent settlement of the Support Staff in Schools' Collective Agreement established a \$790,000 (total) Professional Learning and Development Fund for teacher aides, it was agreed that accessing the Fund may require:

- A shared goal for developing the professional development system to support the development of career pathways
- Developing shared principles to guide the work
- Committing to clear milestones and time frames
- Committing to resourcing the work

This work is to sit within, and be governed by, the Accord and it is anticipated would support the work arising from this pay equity settlement.

Fixed Term Employment Agreements

Context

The current contractual and legislative settings allow boards to engage staff on a fixed-term basis where there are genuine and reasonable grounds to do so. [“Insecure work is more often done by women than men: in 2012 there were approximately twice as many women on fixed-term contracts as men, and women were a large majority of casual workers.” [CTU, Under Pressure: a detailed report into insecure work in New Zealand, 2013, p.14].

From the interviews undertaken, of the 80 teacher aides (from a representative sample of schools) 55% were employed on fixed-term agreements. 2017 data indicated 67 % of teacher aides were on fixed term contracts. Most fixed-term agreements have a term of 12 months, with start and end dates that align with the school year. The key reasons, cited by the teacher aides and supervisors interviewed, included funding constraints due to the operations grant and ORS funding.

The use of fixed-term agreements for teacher aides needs to be appropriate, and boards need to be aware of and meet their legal requirements, including a requirement to *have genuine reasons based on reasonable grounds for specifying that the employment of the employee is to end in that way* .

Information Gathering:

In order to better understand the issues that drive the use of fixed-term agreements for teacher aides, the NZEI Te Riu Roa and NZSTA will look at the trends in fixed-term employment use across the schooling network and seek information from schools through a combination of sampling and surveying, and the Ministry, which could include the:

- drivers of employers for using fixed-term rather than permanent employment agreements
- reasons given to employees offered a fixed-term agreement
- duration and frequency of fixed-term agreements both at a school and individual level.

By June 2020 the NZEI Te Riu Roa and NZSTA will have agreed an initial date for this work to commence.

Guidance and Support

The NZEI Te Riu Roa and NZSTA will jointly develop and deliver a package of resources, informed by the information gathered, to provide employers with teacher aide-specific advice regarding the use of fixed-term agreements. The resource package could include:

- jointly developed guidelines for use by boards of trustees, principals and business managers
- development of online tools accessible to boards of trustees, principals and business managers

SCHEDULE 8 – Variation to the Support Staff in Schools’ Collective Agreement