

# Pay Equity Claim Settlement Agreement

## Administration Support Staff Pay Equity Claim

---

### 1. Introduction

- 1.1. This Pay Equity Claim Settlement Agreement (“Settlement Agreement”) is a pay equity claim settlement for the purposes of the Equal Pay Act 1972 (“the Act”) and records the agreement reached between Te Tumu Whakarae mō te Mātauranga | the Secretary for Education and the New Zealand Educational Institute Te Riu Roa to settle the Administration Support Staff Pay Equity Claim (“the Claim”).
- 1.2. As a consequence of being covered by this Settlement Agreement, the Collective or Individual Employment Agreement of every employee who is covered by the Administration Support Staff Pay Equity Claim Settlement<sup>1</sup> is automatically varied in accordance with section 13ZM of the Act.

### 2. Parties

- 2.1. The parties to the Settlement Agreement (“the parties”) are:
  - 2.1.1. Te Tumu Whakarae mō te Mātauranga | the Secretary for Education (“the Secretary”) being treated as the employer of employees of State and State-Integrated schools by delegation from the Public Service Commissioner and in accordance with section 13ZZG of the Act; and
  - 2.1.2. the New Zealand Educational Institute Te Riu Roa (“NZEI Te Riu Roa”).

### 3. Background

- 3.1. In September 2018 NZEI Te Riu Roa raised a pay equity claim with the Secretary on behalf of administration support staff in schools (the Claim). In July 2019 the Claim was agreed as arguable, and on 18 June 2020 the parties signed Terms of Reference to govern its resolution.
- 3.2. The parties worked collaboratively between July 2020 and August 2021 to investigate the Claim, including a gender-neutral work assessment of claimants and comparators.
- 3.3. The parties agreed to use the gender-neutral Pay Equity Aromatawai Mahi (“PEAM”) factor scoring tool and corresponding interview guide as the method for factor-based data collection and data assessment.
- 3.4. Between July and November 2020, 63 interviews were carried out with a randomly selected sample of administration support staff and their supervisors that was representative of school demographics. The interview transcripts were then analysed and the key areas of responsibility and associated tasks and activities identified.

---

<sup>1</sup> Covered by the Administration Support Staff Pay Equity Claim Settlement, in relation to an employee, means the employee –

- (a) was covered by the Administration Support Staff Pay Equity Claim at the time that the claim was settled; or
- (b) has accepted an offer of the benefit of the Administration Support Staff Pay Equity Claim Settlement made under section 13ZL(2), (4), or (5) of the Act.

- 3.5. The work covered by the Claim was identified and is all work covered by the Administration Support Staff Work Matrix Table (included in clause 5.4.1 below), regardless of the employee's designation or role title.
- 3.6. The parties identified and agreed to the comparator occupations listed below, which were used to assess and resolve the Claim.
- 3.7. Comparator Groups:
- Fishery / Senior Fishery Officers
  - Civil Engineers
  - Corrections Officers
  - Customs Officers
  - Parking Compliance Officers
  - Teacher Aides.
- 3.8. The work assessment and investigation process identified a sex-based undervaluation.
- 3.9. On 30 May 2022, following negotiation, the parties agreed in-principle to settle the Claim and offer this Settlement Agreement to proposed settlement employees<sup>2</sup> for consideration and ratification.

#### **4. Agreed terms of settlement**

- 4.1. The parties have agreed the Claim is settled and that the remuneration provided for in this Settlement Agreement does not differentiate between male and female employees in the manner set out in section 2AAC(b) of the Act, and any historical undervaluation is resolved.
- 4.2. The purpose of this Settlement Agreement is to:
- 4.2.1. settle the Claim and record the agreed outcome of settlement negotiations in writing to fulfil the requirements of sections 2AAC(b) and 13ZH(3) of the Act; and
  - 4.2.2. record the process for reviewing and maintaining pay equity for employees covered by the Settlement Agreement; and
  - 4.2.3. detail the frequency of those reviews, which must be aligned with any applicable collective bargaining rounds or if no collective bargaining round applies, at least every 3 years; and
  - 4.2.4. include a summary of the method used to assess the Claim and a description of the comparators that were considered by the parties; and
  - 4.2.5. provide certainty for the parties that this Settlement Agreement is a full and final settlement of all matters relating to the Claim from the date this Settlement Agreement comes into force (section 13ZH of the Act).
- 4.3. This Settlement Agreement applies to employees who are covered by the Claim.<sup>3</sup>
- 4.4. Additionally, all employees employed by a State or State-Integrated school (as defined in section 10(1) of the Education and Training Act 2020) who were not covered by the Claim, but who perform the same, or substantially similar work as the work to which this

---

<sup>2</sup> Proposed settlement employee means each employee who is covered by the Administration Support Staff Pay Equity Claim.

<sup>3</sup> Covered by the Administration Support Staff Pay Equity Claim, in relation to an employee, means the employee –

- (a) is covered by the Administration Support Staff Pay Equity Claim in accordance with section 13W of the Act; and
- (b) has not opted out under section 13Y of the Act.

Settlement Agreement relates, and who are not barred from raising their own claim under the Act, will be offered the full benefit of this Settlement Agreement, in accordance with section 13ZL of the Act.

## 5. Settlement Agreement detail

### 5.1. Remuneration

5.1.1. The parties have reached agreement on remuneration for employees covered by the Claim. The parties agree that the remuneration set out in the pay scale in the table in clause 5.1.2 below, does not differentiate between male and female employees in the manner set out in section 2AAC(b) of the Act.

5.1.2. The tables below set out the agreed minimum rates of pay expressed as both hourly and annual rates. However, employers may agree a pay rate above the stated maximum rate for each Grade specified in the tables.

Grade	Step	Hourly rate
1	1	\$22.75
2	1	\$23.57
	2	\$24.38
	3	\$25.20
	4	\$26.01
3	5	\$26.64
	6	\$27.27
	7	\$27.90
	8	\$28.53
4	9	\$29.39
	10	\$30.26
	11	\$31.12
	12	\$31.99
	13	\$32.88
5	1	\$34.13
	2	\$35.39
	3	\$36.64
	4	\$37.89
	5	\$39.14
	6	\$40.39
	7	\$41.64
6	1	\$42.61
	2	\$43.58
	3	\$44.54
	4	\$45.51
7	1	\$47.19
	2	\$48.88
	3	\$50.56

Grade	Step	Annual Rate
1	1	\$47,320
2	1	\$49,026
	2	\$50,710
	3	\$52,416
	4	\$54,104
3	5	\$55,412
	6	\$56,720
	7	\$58,029
	8	\$59,337
4	9	\$61,136
	10	\$62,936
	11	\$64,735
	12	\$66,535
	13	\$68,397
5	1	\$70,990
	2	\$73,611
	3	\$76,211
	4	\$78,811
	5	\$81,411
	6	\$84,011
	7	\$86,616
6	1	\$88,629
	2	\$90,646
	3	\$92,643
	4	\$94,661
7	1	\$98,155
	2	\$101,670
	3	\$105,165

	4	\$52.25
	5	\$53.93
	6	\$55.62

	4	\$108,680
	5	\$112,174
	6	\$115,688

5.2. Translation to new pay scale

5.2.1. The parties have reached agreement on how employees will be translated to the new pay scale from 20 August 2021. The applicable translation process will be subject to the pay rates table included in the employee's current employment agreement. The details of the translation process applicable to each collective agreement, or individual employment agreement based off that collective agreement, are set out in Appendix 1.

5.2.2. The following terms apply to all translation processes:

5.2.2.1. There is no pay equity correction required for Executive Managers, who at the date prior to the pay equity rates coming into effect, are paid above \$115,688 per annum or \$55.62 per hour.

5.2.2.2. Administration support staff whose hourly rate upon translation exceeds the applicable Work Matrix maximum hourly rate will retain that higher rate.

5.2.2.3. These increases are additional to, not a replacement for, annual progression set out in clause 5.3 below.

5.3. Progression

5.3.1. Subject to clause 5.3.3 below, the parties agree that for Grades 5, 6 and 7, progression through the steps included **within** each grade will be on an annual basis, either on the employee's anniversary date or, where no anniversary date is established, 12 calendar months from the effective date of the pay equity rates, and annually thereafter. Progression does not occur beyond the top step of these grades.

5.3.2. Subject to clauses 5.3.3 and 5.3.4 below, the parties agree that for Grades 2, 3 and 4, progression through the steps of these three grades will be on an annual basis, either on their anniversary date or, where no anniversary date is established, 12 calendar months from the effective date of the pay equity rates, and annually thereafter. Progression does not occur beyond the top step of Grade 4.

5.3.3. Progression is subject to the employee meeting or exceeding standards of performance as assessed by the employer against the job description and/or written requirements for the position. Progression will occur unless the employer considers this requirement has not been met and has informed the employee in writing, no later than two months prior to the progression becoming due.

5.3.4. Additionally, progression between grades for Grades 2, 3 and 4 will not occur where the employer considers the work is solely within the current grade and has informed the employee in writing no later than two months prior to the progression becoming due.

5.3.5. If progression on the basis of the rules set out in clauses 5.3.1 to 5.3.4 above would put the employee in a worse position than if they had remained subject to the pay scale and progression rules existing prior to this Settlement Agreement coming into force, the employee shall be entitled to progress to the rate they would have been on under the previous system.

#### 5.4. Work Matrix

5.4.1. 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 Administration Support Staff Work Matrix Table sets out the most common skills, responsibilities and demands that apply to administration support staff working within Grades one to seven. The Administration Support Staff Work Matrix Table, which applies from 20 August 2021, is set out below.

Work Matrix Grade	General Description	Elements
1	Sufficient skills and knowledge required to perform work assignments which have substantial routine elements.	<ul style="list-style-type: none"> <li>• Operate office equipment such as a photocopier or scanner.</li> <li>• Responsible for own work under general supervision.</li> <li>• Problems to be solved will be clearly identified and solutions will fall into established patterns and procedures.</li> <li>• Problems outside the norm will be referred on for guidance.</li> <li>• Communicating with others includes cooperation with colleagues, the ability to request and provide information.</li> </ul>
2	Skills and knowledge required to carry out general office work, involving varied routine and non-routine procedures.	<ul style="list-style-type: none"> <li>• Develops the experience to consider the most appropriate process or procedure to follow to take account of changing work circumstances.</li> <li>• Responsible for own work under limited supervision.</li> <li>• Applies interpretation and judgement to solve problems within established policies and procedures.</li> <li>• The role has frequent interactions with others inside and outside the school.</li> <li>• Active listening, patience, discretion and tact will be required and persuasion may be necessary from time to time.</li> <li>• Difficult situations are generally referred up.</li> <li>• Provides occasional mentoring or short-term supervision.</li> </ul>
3	Specialised skills and in-depth knowledge of more complex methods and processes to provide multi-faceted or confidential services.	<ul style="list-style-type: none"> <li>• The role has substantial independence on a day-to-day basis and will use initiative to identify and resolve problems that may be complex or unusual.</li> <li>• Receives or provides complex or sensitive information and may have to utilise a range of different approaches to ensure understanding.</li> <li>• Persuasion, influencing and negotiation may be required to diffuse difficult situations.</li> <li>• Mentors or trains colleagues.</li> <li>• Supervises junior staff.</li> </ul>
4	Provides advanced specialised technical services which are complex in nature within their area of expertise.	<ul style="list-style-type: none"> <li>• Analyses a wide range of problems before selecting the most appropriate solution/s and has the freedom to resolve these within established policy frameworks.</li> <li>• Involves supervision of staff which may include contractors.</li> <li>• Provides confidential executive secretarial services.</li> <li>• Provides translation from one language to another.</li> </ul>

		<ul style="list-style-type: none"> <li>• Communication skills are a critical element in determining success.</li> <li>• Achieves outcomes through logical and reasoned arguments, negotiations or building on-going empathetic relationships.</li> </ul>
The positions in the next three grades require specialist and/or broad knowledge of school and/or kura practices and settings.		
5	Positions at this grade tend to fall into two categories:	<ol style="list-style-type: none"> <li>1. Subject matter experts within a particular field. Operates independently and applies established principles in a particular field. The role requires either extensive practical experience or a tertiary level qualification plus experience.</li> <li>2. The first level of “management” where planning, controlling, implementing plans and/or projects are required.</li> </ol> <ul style="list-style-type: none"> <li>• Staff supervision including the ability to develop, motivate and appraise performance is usually required.</li> <li>• Holds clear accountability for results.</li> <li>• Influence medium-term decisions through direct control or expert advice.</li> </ul>
6	Positions at this grade manage functions within the school.	<ul style="list-style-type: none"> <li>• Responsible for short- and long-term planning and the resulting outcomes for their function as well as a contribution to wider results.</li> <li>• Responsible for policy and business development for their function within the school’s overall business plans and objectives.</li> <li>• Strong collaboration with other areas is essential to align priorities and achieve successful results.</li> </ul>
7	Positions at this grade are senior management roles with multifunctional responsibilities.	<ul style="list-style-type: none"> <li>• Integrates several business functions and resolve internal conflicts.</li> <li>• Assigns resources to optimise results rather than focusing on a single function typically with a medium- to long-term outlook</li> </ul>

5.4.2. When determining the grade of a new or changed role, the employer will need to assess the routine and ongoing skills/demands/responsibilities of a 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 events. Not every activity in a grade must be part of the role for the role to be placed in a particular grade.

#### 5.5. Placement on Appointment

5.5.1. 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.

5.5.2. On appointment to an administration position, the employee’s role must be placed in a Work Matrix Grade using the Administration Support Staff Work Matrix Table set out above.

5.5.3. 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 Administration Support Staff Work Matrix Table, 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.

5.5.4. An administrator employed for two or more distinct positions must be placed in the appropriate Work Matrix Grade for each position.

5.5.5. The pay rate can be at any step within the minimum and maximum rates of the applicable Work Matrix Grade. In determining the applicable pay rate, the employer should also consider any particular skills and qualifications held by the administrator as well as any previous relevant paid or unpaid work experience.

5.5.6. Where an employee has previously been employed in an administration role covered by the Claim, and the break in employment (including between employers) has been less than 12 months then the following applies:

Based on information about their previous employment provided by the employee, placement on appointment must take into account their previous service as follows:

- 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.
- 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 employee since they were last employed.

#### 5.6. Parental payment

5.6.1. The parties have agreed to introduce a parental payment from the date that this Settlement Agreement comes into effect for employees who return to work for six months following a period of primary carer leave (as defined in section 2 of the Parental Leave and Employment Protection Act 1987). The terms of the parental payment will be as follows:

Where an employee, who takes primary carer leave (as defined in section 2 of the Parental Leave and Employment Protection Act 1987) after the Settlement Agreement comes into effect], returns to duty before or at the expiration of their parental leave and completes a further 6 months service, they qualify for a payment equivalent to 6 weeks' pay, at the rate applying for the 6 weeks immediately prior to the commencement of parental leave.

Provided that, if both parents are employed in the school, or the employee's partner is employed in the Education Service or Public Service, and are both eligible for payment, then they are entitled to 1 and only 1 payment, and they may choose (after they have qualified) who will receive it.

Any adjustments to the salary scale that are backdated into the period covered will apply.

An employee who is absent on parental leave for less than 6 weeks will have their payment prorated based on the period of absence on parental leave.

Any payment is to be based on the percentage rate of employment prior to absence on parental leave. However, an employee who works less than their normal hours for a

short period only, prior to their commencing parental leave, may have their case for full payment considered by the employer.

## **6. Additional Workforce Matters**

6.1. During the investigation into the Claim, the parties identified some separate issues that the parties have agreed to progress. These matters are detailed below:

### 6.1.1. Professional development/career pathways

6.1.1.1. The parties note that there are a wide range of administration support roles covered by the Claim which suggests that access to a broad range of development opportunities may be required to support different roles.

6.1.1.2. To give effect to a well operating career pathways framework, consideration should be given to:

- how development and attainment of relevant skills and qualifications could support career progression, and
- how they could be recognised.

6.1.1.3. Consideration of a Professional Learning and Development Fund for administration support staff should occur during the next collective bargaining for each of the collective agreements varied by this Settlement Agreement. This should establish the approach to support training and development for administration support staff during the term of the next collective agreement.

### 6.1.2. Funding model

6.1.2.1. The parties note there is currently a review of how schools are funded for teacher aides. Following the receipt of the final recommendations from that review in 2022, consideration will be given to extending the review to how schools are funded for other para-professional roles, including administration support staff.

### 6.1.3. Research

6.1.3.1. The parties note that the Accord Governance Group is considering a proposal for research into the current practice and use of teacher aides in schools and kura and acknowledge this proposal may also extend to administration support staff.

## **7. Implementation**

### 7.1. Date of settlement

7.1.1. This Settlement Agreement will come into effect on the date it is signed by both parties.

### 7.2. Payment of pay equity rates

7.2.1. The new pay scale agreed as part of this Settlement Agreement and set out in the table in clause 5.1.2 above will come into effect on 20 August 2021. Payment of the new pay equity rates, based on the applicable translation process outlined in clause 5.2 and Appendix 1, is planned to occur by 30 November 2022.



### **7.3. Regrading**

7.3.1. The parties agree that any staff covered by this Settlement Agreement who consider that the grade they are translated to, based on the applicable translation process outlined in clause 5.2 and Appendix 1, is not consistent with their work when considered against the Administration Support Staff Work Matrix Table, may request that their employer review their grade from the start of Term 3 2022.

7.3.2. If the employee requests their role to be regraded prior to 28 February 2023, and where the employer and employee agree that the employee's grade (based on their work at the date of this Settlement Agreement) is incorrect, the correction will be applied from the date the new pay equity rates came into effect (20 August 2021) or the date that the employee commenced in that role, whichever is the later. Otherwise, any regrading will be effective from the date of the employer's decision. Any change of pay arising from regrading under this provision will be paid after the payment of the new pay equity rates outlined in clause 7.2.1.

## **8. Review**

8.1. The parties agree that they will review the remuneration agreed in this Settlement Agreement to ensure that pay equity is maintained in accordance with section 13ZH of the Act.

8.2. Reviews will be aligned with the applicable collective bargaining round.

8.3. The parties agree to consider a range of available information as part of any review, including but not limited to, trends in changes to the Labour Cost Index, Consumer Price Index, and Treasury analysis of labour movements, as well as trends in changes to the remuneration of the comparator workforces referred to in clause 3.7 above.

## **9. Union mandate**

9.1. NZEI Te Riu Roa confirms that:

- It owes a duty of good faith to each employee covered by the Claim; and
- It has the mandate to sign this Settlement Agreement on behalf of employees covered by the Claim pursuant to section 13ZF(5) of the Act.

## **10. Good Faith**

10.1. The parties will deal with each other in good faith on all matters under, or associated with, this Settlement Agreement in accordance with section 13C of the Act.

## **11. Costs**

11.1. The parties agree to bear their own costs of negotiating and entering into this Settlement Agreement.

## **12. Counterparts and entire agreement**


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

12.2. This Settlement Agreement is made up of all of its parts including appendices, and supersedes and extinguishes all previous drafts, agreements, arrangements, and understandings between the parties.

### 13. Legal advice

The parties agree they have had the opportunity to seek independent legal advice on the meaning and effect of this Settlement Agreement.

#### Signatories

	
Iona Holsted Secretary for Education	Date 1/ 6 / 2022

[NAME] [ROLE] For NZEI Te Riu Roa	Date

Witnessed by:

[NAME] [ROLE] For the New Zealand Public Service Association	Date

[NAME] [ROLE] For E Tū	Date

--	--

<p>[NAME]</p> <p>[ROLE]</p> <p>For New Zealand School Trustees Association</p>	<p>Date</p>
--	-------------

## Appendix 1 – Translation

As stated in clause 5.2, Appendix 1 sets out the details of the translation process applicable to each collective agreement, or individual employment agreement based off that collective agreement.

### Part 1 – Translation details for administration support staff employed pursuant to the Support Staff in Schools’ Collective Agreement, or an individual employment agreement based off that collective agreement

Administration support staff employed pursuant to the Support Staff in Schools’ Collective Agreement, or an individual employment agreement based off that collective agreement, will translate to the applicable pay equity rate based on the step or steps held from 20 August 2021, as set out in the table and additional details below:

Current Grade and Step	Current hourly rate	Translation Grade	Translation step	Translation Rate
A1	\$21.78	1	1	\$22.75
B1	\$21.78	2	2	\$24.38
B2	\$21.95	2	4	\$26.01
C2	\$21.95	3	5	\$26.64
C3	\$22.72	3	6	\$27.27
C4	\$23.59	3	7	\$27.90
C5	\$24.46	3	8	\$28.53
C6	\$25.33	4	10	\$30.26
C7	\$26.20	4	12	\$31.99
D7	\$26.20	5	1	\$34.13
D-RR	above \$26.20 up to and including \$28.82	5	2	\$35.39
	\$28.83 up to and including \$29.56	5	3	\$36.64
	\$29.57 up to and including \$30.52	5	4	\$37.89
	\$30.53 up to and including \$31.34	5	5	\$39.14
	\$31.35 up to and including \$32.73	5	6	\$40.39
	\$32.74 up to \$35.72	5	7	\$41.64
D8	\$35.72	5	7	\$41.64

Executive Managers, who at the date prior to the pay equity rates coming into effect, are paid on the current entry step of \$79,567 will translate to Grade 6, step 4; an annual rate of \$94,661 per annum.

Executive Managers, who at the date prior to the pay equity rates coming into effect, are paid above \$79,567 and up to \$115,688 per annum will translate to the nearest higher step on the pay scale between Grade 6, step 4 and Grade 7, step 6.

**Part 2 – Translation details for administration support staff employed pursuant to the Te Aho o Te Kura Pounamu Specialist and Support Collective Agreement, or an individual employment agreement based off that collective agreement**

Administration support staff employed pursuant to the Te Aho o Te Kura Pounamu Specialist and Support Collective Agreement, or an individual employment agreement based off that collective agreement, will translate to the applicable pay equity rate based on the step or steps held from 20 August 2021, as set out in the table and additional details below:

Current Grade and Step	Current Annual rate	Translation Grade	Translation step	Translation Rate
A1	\$45,421	1	1	\$47,320
B1	\$45,421	2	2	\$50,710
B2	\$46,072	2	4	\$54,104
B3	\$47,251	3	6	\$56,720
B4	\$48,432	3	6	\$56,720
B5	\$49,615	3	7	\$58,029
B6	\$50,795	3	7	\$58,029
B7	\$51,978	3	8	\$59,337
B8	\$53,023	4	10	\$62,936
B9	\$54,381	4	10	\$62,936
B-RR	above \$54,381 up to \$59,819	4	11	\$64,735
Max	\$59,819	4	11	\$64,735
C1	\$55,359	5	1	\$70,990
C2	\$56,898	5	2	\$73,611
C3	\$58,436	5	2	\$73,611
C4	\$59,975	5	3	\$76,211
C5	\$61,509	5	4	\$78,811
C6	\$63,493	5	5	\$81,411
C7	\$65,207	5	6	\$84,011
C-RR	above \$65,207 up to \$68,100	5	6	\$84,011
	\$68,100 up to \$75,504	5	7	\$86,616
Max	\$75,504	5	7	\$86,616
D1	\$68,193	6	1	\$88,629
D2	\$70,088	6	1	\$88,629
D3	\$71,982	6	2	\$90,646

D4	\$73,875	6	2	\$90,646
D5	\$75,771	6	3	\$92,643
D6	\$77,308	6	3	\$92,643
D7	\$78,757	6	4	\$94,661
D-RR	Employees in these range of rates will translate to the nearest higher step between Grade 6, step 4 and Grade 7, step 6			
D8	\$103,030	7	6	\$115,688

Executive Managers, who at the date prior to the pay equity rates coming into effect, are paid above \$103,030 and up to \$115,688 per annum will translate to \$115,688 per annum.

**Part 3 – Translation details for administration support staff employed pursuant to the Specialist Residential Schools’ Collective Agreement, or an individual employment agreement based off that collective agreement**

Administration support staff employed pursuant to the Specialist Residential Schools’ Collective Agreement, or an individual employment agreement based off that collective agreement, will translate to the applicable pay equity rate based on the step or steps held from 20 August 2021, as set out in the table and additional details below:

Grade and Step	Rates effective 10 August 2021	Grade and Step	Annual rate effective 10 March 2022	Translation Grade	Translation step	Translation Rate
A1-3	\$44,000	A1	\$45,320	1	1	\$47,320
B4	\$44,200	B2	\$45,530	2	1	\$49,026
B5	\$44,400	B3				
B6	\$44,600	B4	\$45,956	2	2	\$50,710
B7	\$44,800	B5	\$46,146	2	3	\$52,416
B8	\$45,000	B6	\$46,353	2	4	\$54,104
C9	\$45,850	C7	\$47,320	3	5	\$55,412
C10	\$47,255	C8	\$48,677	3	6	\$56,720
C11	\$48,725	C9	\$50,187			
C12	\$50,245	C10	\$51,757	3	7	\$58,029
C13	\$51,815	C11	\$53,377	3	8	\$59,337
D14	\$53,415	D12	\$55,022	4	11	\$64,735
D15	\$55,023	D13	\$56,678	4	12	\$66,535
D16	\$56,743	D14	\$58,446	5	2	\$73,611
D17	\$58,514	D15	\$60,274			
D18	\$59,996	D16	\$61,796	5	3	\$76,211
Executive Managers			From \$70,000 and up to and including \$71,981	6	1	\$88,629
			From \$71,982	6	2	\$90,646

	and up to and including \$75,770			
	From \$75,771 and up to and including \$78,856	6	3	\$92,643
	From \$78,857 and up to and including \$94,660	6	4	\$94,661
	From \$94,661 and up to and including \$98,154	7	1	\$98,155
	From \$98,155 and up to and including \$101,669	7	2	\$101,670
	From \$101,670 and up to and including \$105,164	7	3	\$105,165
	From \$105,165 and up to and including \$108,679	7	4	\$108,680
	From \$108,680 and up to and including \$112,173	7	5	\$112,174
	From \$112,174 and up to and	7	6	\$115,688

	including \$115,688			
No pay equity correction is required for Executive Managers, who at the date prior to the pay equity rates coming into effect, are paid above \$115,688 per annum				



## Schedule 1 – Support Staff in Schools’ Collective Agreement

To give effect to the Administration Support Staff Pay Equity Claim Settlement Agreement, from the date this Settlement Agreement is signed by the parties the following clauses vary the Support Staff in Schools’ Collective Agreement and any Individual Employment Agreements of employees covered by the Settlement Agreement, based on that collective agreement.

**3.1.1** The minimum salary entry point is \$77,250 per annum from 29 November 2019 and \$79,567 from 27 November 2020 for those in the Executive Management Group except for those Executive Managers who routinely undertake work described in the Administration Support Staff Work Matrix Table, whether designated as Administration support staff or not.

**3.2.2** 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; and
- those who routinely undertake work described in the Administration Support Staff Work Matrix Table, whether designated as Administration support staff or not.

**3.9.1** Movement between grades shall occur by appointment to an established position, or by regrading of a position where the requirements of the position have altered substantially. An employer shall consider the factors in clause 3.6 or 3A.3 or 3B.2 as the criteria for movement between grades. Where movement between grades occurs the employee shall be paid on a step at a rate not less than that which the employee was previously paid.

## PART 3B ADMINISTRATION SUPPORT STAFF REMUNERATION

### 3B.1 APPLICATION

3B.1.1 This Part 3B applies to employees who routinely undertake work described in the Administration Support Staff Work Matrix Table set out in clause 3B.2.1 whether designated as an administrator or not.

3B.1.2 The following clauses from Part 3 do NOT apply to employees to whom Part 3B applies: clause 3.1; clause 3.2; clause 3.3; clause 3.4; clause 3.6; clause 3.7 and clause 3.8.

### 3B.2 WORK MATRIX TABLE

3B.2.1 The parties have agreed on the following Administration Support Staff Work Matrix Table for employees who, however designated or described, routinely undertake the work described in that table. The Administration Support Staff Work Matrix Table sets out the most common skills, responsibilities and demands that apply to administration support staff working within Grades 1 to 7. The Administration Support Staff Work Matrix Table will apply from 20 August 2021.

Work Matrix Grade	General Description	Elements
1	Sufficient skills and knowledge required to	<ul style="list-style-type: none"><li>• Operate office equipment such as a photocopier or scanner.</li><li>• Responsible for own work under general supervision.</li></ul>

	perform work assignments which have substantial routine elements.	<ul style="list-style-type: none"> <li>• Problems to be solved will be clearly identified and solutions will fall into established patterns and procedures.</li> <li>• Problems outside the norm will be referred on for guidance.</li> <li>• Communicating with others includes cooperation with colleagues, the ability to request and provide information.</li> </ul>
2	Skills and knowledge required to carry out general office work, involving varied routine and non-routine procedures.	<ul style="list-style-type: none"> <li>• Develops the experience to consider the most appropriate process or procedure to follow to take account of changing work circumstances.</li> <li>• Responsible for own work under limited supervision.</li> <li>• Applies interpretation and judgement to solve problems within established policies and procedures.</li> <li>• The role has frequent interactions with others inside and outside the school.</li> <li>• Active listening, patience, discretion and tact will be required and persuasion may be necessary from time to time.</li> <li>• Difficult situations are generally referred up.</li> <li>• Provides occasional mentoring or short-term supervision.</li> </ul>
3	Specialised skills and in-depth knowledge of more complex methods and processes to provide multi-faceted or confidential services.	<ul style="list-style-type: none"> <li>• The role has substantial independence on a day-to-day basis and will use initiative to identify and resolve problems that may be complex or unusual.</li> <li>• Receives or provides complex or sensitive information and may have to utilise a range of different approaches to ensure understanding.</li> <li>• Persuasion, influencing and negotiation may be required to diffuse difficult situations.</li> <li>• Mentors or trains colleagues.</li> <li>• Supervises junior staff.</li> </ul>
4	Provides advanced specialised technical services which are complex in nature within their area of expertise.	<ul style="list-style-type: none"> <li>• Analyses a wide range of problems before selecting the most appropriate solution/s and have the freedom to resolve these within established policy frameworks.</li> <li>• Involves supervision of staff which may include contractors.</li> <li>• Provides confidential executive secretarial services.</li> <li>• Provides translation from one language to another.</li> <li>• Communication skills are a critical element in determining success.</li> <li>• Achieves outcomes through logical and reasoned arguments, negotiations or building on-going empathetic relationships.</li> </ul>
The positions in the next three grades require specialist and/or broad knowledge of school and/or kura practices and settings.		
5	Positions at this grade tend to fall into two categories: <ol style="list-style-type: none"> <li>1. Subject matter experts within a particular field. Operates independently and applies established principles in area particular field. The role requires either extensive practical experience or a tertiary level qualification plus experience.</li> <li>2. The first level of “management” where planning, controlling, implementing plans and/or projects are required.</li> </ol>	

	<ul style="list-style-type: none"> <li>• Staff supervision including the ability to develop, motivate and appraise performance is usually required.</li> <li>• Holds clear accountability for results.</li> <li>• Influences medium-term decisions either through direct control or expert advice.</li> </ul>
6	<p>Positions at this grade manage functions within the school.</p> <ul style="list-style-type: none"> <li>• Responsible for short- and long-term planning and the resulting outcomes for their function as well as a contribution to wider results.</li> <li>• Responsible for policy and business development for their function within the school's overall business plans and objectives.</li> <li>• Strong collaboration with other areas is essential to align priorities and achieve successful results.</li> </ul>
7	<p>Positions at this grade are senior management roles with multifunctional responsibilities.</p> <ul style="list-style-type: none"> <li>• Integrates several business functions and resolve internal conflicts.</li> <li>• Assigns resources to optimise results rather than focusing on a single function and their outlook is typically on the medium- to long-term.</li> </ul>

### 3B.3 ADMINISTRATION SUPPORT STAFF RATES

3B.3.1 The following pay rates will apply to all employees who routinely undertake work described in the Administration Support Staff Work Matrix Table, whether designated as an Administrator or not. The new pay rates will apply from 20 August 2021.

3B.3.2 Employers may agree a pay rate above the stated maximum rate for each Grade specified in the payrate table.

3B.3.3 Administration Support Staff Pay Rates:

Grade	Step	Hourly rate
1	1	\$22.75
2	1	\$23.57
	2	\$24.38
	3	\$25.20
	4	\$26.01
3	5	\$26.64
	6	\$27.27
	7	\$27.90
	8	\$28.53
4	9	\$29.39
	10	\$30.26
	11	\$31.12
	12	\$31.99
	13	\$32.88
5	1	\$34.13
	2	\$35.39
	3	\$36.64

	4	\$37.89
	5	\$39.14
	6	\$40.39
	7	\$41.64
6	1	\$42.61
	2	\$43.58
	3	\$44.54
	4	\$45.51
7	1	\$47.19
	2	\$48.88
	3	\$50.56
	4	\$52.25
	5	\$53.93
	6	\$55.62

Notes:

- i. To calculate the indicative annual salary rate for a 40 hour/week, 52 week/year employee, the hourly rate will be multiplied by 2,080.
- ii. To calculate the indicative annual salary rate for a 37.5 hour/week 52 week/year employee, the hourly rate will be multiplied by 1,950.
- iii. The minimum step for an employee placed in any of the Work Matrix Grades is the first step of that Grade.

### 3B.4 TRANSLATION TO NEW ADMINISTRATION SUPPORT STAFF RATES

3B.4.1 Administration support staff who were employed under this Agreement on or after 20 August 2021 will translate to the applicable pay equity rate based on the step or steps held from 20 August 2021, as set out in the table below:

Current Grade and Step	Current hourly rate	Translation Grade	Translation step	Translation Rate
A1	\$21.78	1	1	\$22.75
B1	\$21.78	2	2	\$24.38
B2	\$21.95	2	4	\$26.01
C2	\$21.95	3	5	\$26.64
C3	\$22.72	3	6	\$27.27
C4	\$23.59	3	7	\$27.90
C5	\$24.46	3	8	\$28.53
C6	\$25.33	4	10	\$30.26
C7	\$26.20	4	12	\$31.99
D7	\$26.20	5	1	\$34.13
D-RR	above \$26.20 up to and including \$28.82	5	2	\$35.39

	\$28.83 up to and including \$29.56	5	3	\$36.64
	\$29.57 up to and including \$30.52	5	4	\$37.89
	\$30.53 up to and including \$31.34	5	5	\$39.14
	\$31.35 up to and including \$32.73	5	6	\$40.39
	\$32.74 up to \$35.72	5	7	\$41.64
D8	\$35.72	5	7	\$41.64

3B.4.2 Executive Managers, who at the date prior to the pay equity rates coming into effect, are paid on the current entry step of \$79,567 will translate to Grade 6, step 4; an annual rate of \$94,661 per annum.

3B.4.3 Executive Managers, who at the date prior to the pay equity rates coming into effect, are paid above \$79,567 and up to \$115,688 per annum will translate to the nearest higher step on the pay scale between Grade 6, step 4 and Grade 7, step 6 as set out in clause 3B.3.3.

3B.4.4 There is no pay equity correction required for Executive Managers, who at the date prior to the pay equity rates coming into effect, are paid above \$115,688 per annum.

3B.4.5 Administration support staff whose hourly rate upon translation exceeds the applicable Work Matrix maximum hourly rate will retain that higher rate.

3B.4.6 This translation is additional to, not a replacement for, annual progression under 3B.6.

### **3B.5 PLACEMENT ON APPOINTMENT**

3B.5.1 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.

3B.5.2 Upon appointment to an administration position, the employee's role must be placed in a Work Matrix Grade using the Administration Support Staff Work Matrix Table set out in 3B.2.1.

3B.5.3 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 Administration Support Staff Work Matrix Table in 3B.2.1, 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.

3B.5.4 An administrator employed for two or more distinct positions, must be placed in the appropriate Work Matrix Grade for each position.

3B.5.5 The pay rate can be at any step within the minimum and maximum rates of the applicable Work Matrix Grade. In determining the applicable pay rate, the employer should also consider any particular skills and qualifications held by the administrator as well as any previous relevant paid or unpaid work experience.

3B.5.6 Where an employee has previously been employed in an administration role covered by the Administration Support Staff Pay Equity Claim Settlement, and the break in employment (including between employers) has been less than 12 months then the following applies:

Based on information about their previous employment provided by the employee, placement on appointment must take into account their previous service as follows:

- 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.
- 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 employee since they were last employed.

### **3B.6 PROGRESSION WITHIN THE WORK MATRIX GRADES**

3B.6.1 Subject to clause 3B.6.2 below, from 20 August 2021, for employees paid in Grades 5, 6 and 7 progression through the steps included **within** each grade will be on an annual basis, either on the employee's anniversary date or, where no anniversary date is established, 12 calendar months from the effective date of the pay equity rates and annually thereafter until the employee reaches the maximum step of their grade. Progression does not occur beyond the top step of these grades.

3B.6.2 Progression is subject to the employee meeting or exceeding standards of performance as assessed by the employer against the job description and/or written requirements for the position. Progression will occur unless the employer considers this requirement has not been met and has informed the employee in writing no later than two months prior to the progression becoming due.

3B.6.3 Subject to clause 3B.6.4 below, from 20 August 2021, for employees paid in Grades 2, 3 and 4 progression through the steps of Grades 2, 3, and 4 will be on an annual basis, either on their anniversary date or, where no anniversary date is established, 12 calendar months from the effective date of the pay equity rates and annually thereafter. Progression does not occur beyond the top step of Grade 4.

3B.6.4 Progression under clause 3B.6.3 will occur unless:

- a. the employee is not meeting or exceeding standards of performance as outlined in 3B.6.2 above; or
- b. the work is deemed to stay in the current grade, i.e., where the employer considers the work is solely within current grade and has informed the employee in writing no later than two months prior to the progression becoming due; or
- c. the employee has progressed to the maximum step of their applicable grade.

3B.6.5 An employee, who has the right to representation at any stage, may request their employer reconsider their salary progression.

3B.6.6 For employees employed prior to [insert date of settlement], if progression on the basis of the rules set out in clauses 3B.6.1 to 3B.6.5 above would put the employee in a worse position than they would have been in had they remained subject to the pay scale and progression rules existing prior to 20 August 2021, the employee shall be entitled to progress to the rate they would have been on under the previous system.

### **3B.7 PAY EQUITY REVIEW**

3B.7.1 The remuneration of employees who routinely undertake work described in the Administration Staff Work Matrix Table set out in clause 3B.2.1 will be reviewed periodically to ensure that pay equity is maintained. These reviews will be aligned with the collective bargaining round.

3B.7.2 The parties agree to consider a range of available information as part of any review, including but not limited to, trends in changes to the Labour Cost Index, Consumer Price Index, and Treasury analysis of labour movements, as well as trends in changes to the remuneration of the comparator workforces used to assess the Administration Support Staff Pay Equity Claim.

### **3B.8 PARENTAL PAYMENT**

3B.8.1 Where an employee, who takes primary carer leave (as defined in section 2 of the Parental Leave and Employment Protection Act 1987) after [insert date the Administration Pay Equity Claim Settlement Agreement came into effect], returns to duty before or at the expiration of their parental leave and completes a further 6 months service, they qualify for a payment equivalent to 6 weeks' pay, at the rate applying for the 6 weeks immediately prior to the commencement of parental leave.

3B.8.2 Provided that, if both parents are employed in the school, or the employee's partner is employed in the Education Service or Public Service, and are both eligible for payment, then they are entitled to 1 and only 1 payment, and they may choose (after they have qualified) who will receive it.

3B.8.3 Any adjustments to the salary scale that are backdated into the period covered will apply.

3B.8.4 An employee who is absent on parental leave for less than 6 weeks will have their payment prorated based on the period of absence on parental leave.

3B.8.5 Any payment is to be based on the percentage rate of employment prior to absence on parental leave. However, an employee who works less than their normal hours for a short period only, prior to their commencing parental leave, may have their case for full payment considered by the employer.

## Schedule 2 – Te Aho o Te Kura Pounamu Specialist and Support Collective Agreement

To give effect to the Administration Support Staff Pay Equity Claim Settlement Agreement, from the date this Settlement Agreement is signed by both parties the following clauses vary the Te Aho o Te Kura Pounamu Specialist and Support Collective Agreement and any Individual Employment Agreements of employees covered by the Settlement Agreement, based on that collective agreement.

**4.2.1** The following pay scales will apply to all Te Kura staff defined in clause 2.2, except those who routinely undertake work described in the Administration Support Staff Work Matrix Table, whether designated as administration staff or not.

### PART 4A ADMINISTRATION SUPPORT STAFF REMUNERATION

#### 4A.1 APPLICATION

4A.1.1 This Part 4A applies to employees who routinely undertake work described in the Administration Support Staff Work Matrix Table set out in clause 4A.2.1 whether designated as an Administrator or not.

4A.1.2 The following clauses from Part 4 do NOT apply to employees to whom Part 4A applies: clause 4.1; clause 4.2; clause 4.3 and clause 4.4.

#### 4A.2 WORK MATRIX TABLE

4A.2.1 The parties have agreed on the following Administration Support Staff Work Matrix Table for employees who, however designated or described, routinely undertake the work described in that table. The Administration Support Staff Work Matrix Table sets out the most common skills, responsibilities and demands that apply to administration staff working within Grades 1 to 7. The Administration Support Staff Work Matrix Table will apply from 20 August 2021.

Work Matrix Grade	General Description	Elements
1	Sufficient skills and knowledge to perform work assignments which have substantial routine elements.	<ul style="list-style-type: none"><li>• Operate office equipment such as or photocopier or scanner.</li><li>• Responsible for own work under general supervision.</li><li>• Problems to be solved will be clearly identified and solutions will fall into established patterns and procedures.</li><li>• Problems outside the norm will be referred for guidance.</li><li>• Communicating with others includes cooperation with colleagues, the ability to request and provide information.</li></ul>
2	Skills and knowledge required to carry out general office work, involving varied routine and	<ul style="list-style-type: none"><li>• Develops the experience to consider the most appropriate process or procedure to follow to take account of changing work circumstances.</li><li>• Responsible for own work under limited supervision.</li><li>• Applies interpretation and judgement to solve problems within established policies and procedures.</li></ul>



	non-routine procedures.	<ul style="list-style-type: none"> <li>• The role has frequent interactions with others inside and outside the school.</li> <li>• Active listening, patience, discretion and tact will be required and persuasion may be necessary from time to time.</li> <li>• Difficult situations are generally referred up.</li> <li>• Provides occasional mentoring or short-term supervision.</li> </ul>
3	Specialised skills and in-depth knowledge of more complex methods and processes to provide multi-faceted or confidential services.	<ul style="list-style-type: none"> <li>• The role has substantial independence on a day-to-day basis and will use initiative to identify and resolve problems that may be complex or unusual.</li> <li>• Receives or provides complex or sensitive information and may have to utilise a range of different approaches to ensure understanding.</li> <li>• Persuasion, influencing and negotiation may be required to diffuse difficult situations.</li> <li>• Mentors or trains colleagues.</li> <li>• Supervises junior staff.</li> </ul>
4	Provides advanced specialised technical services which are complex in nature within their area of expertise.	<ul style="list-style-type: none"> <li>• Analyses a wide range of problems before selecting the most appropriate solution/s and have the freedom to resolve these within established policy frameworks.</li> <li>• Supervises staff which may include contractors.</li> <li>• Provides confidential executive secretarial services.</li> <li>• Provides translation from one language to another.</li> <li>• Communication skills are a critical element in determining success.</li> <li>• Achieves outcomes through logical and reasoned arguments, negotiations or building on-going empathetic relationships.</li> </ul>
The positions in the next three grades require specialist and/or broad knowledge of school and/or kura practices and settings.		
5	<p>Positions at this grade tend to fall into two categories:</p> <ol style="list-style-type: none"> <li>1. Subject matter experts within a particular field. Operate independently and apply established principles in a particular field. The role requires either extensive practical experience or a tertiary level qualification plus experience.</li> <li>2. The first level of “management” where planning, controlling, implementing plans and/or projects are required.</li> </ol> <ul style="list-style-type: none"> <li>• Staff supervision including the ability to develop, motivate and appraise performance is usually required.</li> <li>• Clear accountability for results rest with these roles.</li> <li>• Influences medium-term decisions either through direct control or through expert advice.</li> </ul>	
6	<p>Positions at this grade manage functions within the school.</p> <ul style="list-style-type: none"> <li>• Responsible for short- and long-term planning and the resulting outcomes for their function as well as a contribution to wider results.</li> <li>• Responsible for policy and business development for their function within the school’s overall business plans and objectives.</li> <li>• Strong collaboration with other areas is essential to align priorities and achieve successful results.</li> </ul>	
7	<p>Positions at this grade are senior management roles with multifunctional responsibilities.</p> <ul style="list-style-type: none"> <li>• Integrates several business functions and resolve internal conflicts.</li> </ul>	

	<ul style="list-style-type: none"> <li>Assigns resources to optimise results rather than focusing on a single function and their outlook is typically on the medium- to long-term.</li> </ul>
--	---

#### 4A.3 ADMINISTRATION SUPPORT STAFF RATES

4A.3.1 The following minimum pay rates will apply to all employees who routinely undertake work described in the Administration Support Staff Work Matrix Table, whether designated as an Administrator or not. The new pay rates will apply from 20 August 2021.

4A.3.2 Employers may agree a pay rate above the stated maximum rate for each Grade specified in the payrate table.

4A.3.3 Administration Support Staff Pay Rates:

Grade	Step	Annual Rate
1	1	\$47,320
2	1	\$49,026
	2	\$50,710
	3	\$52,416
	4	\$54,104
3	5	\$55,412
	6	\$56,720
	7	\$58,029
	8	\$59,337
4	9	\$61,136
	10	\$62,936
	11	\$64,735
	12	\$66,535
	13	\$68,397
5	1	\$70,990
	2	\$73,611
	3	\$76,211
	4	\$78,811
	5	\$81,411
	6	\$84,011
	7	\$86,616
6	1	\$88,629
	2	\$90,646
	3	\$92,643
	4	\$94,661
7	1	\$98,155
	2	\$101,670
	3	\$105,165
	4	\$108,680
	5	\$112,174

	6	\$115,688
--	---	-----------

*Notes:*

- i. To calculate the indicative hourly rate for a 40 hour/week, 52 week/year employee, the annual rate will be divided by 2,080.
- ii. The minimum step for an employee placed in any of the Work Matrix Grades is step 1 of that Grade.

#### 4A.4 TRANSLATION TO NEW ADMINISTRATION SUPPORT STAFF RATES

4A.4.1 Administration support staff who were employed under this Agreement on or after 20 August 2021 will translate to the applicable pay equity rate based on the step or steps held from 20 August 2021, as set out in the table below:

Current Grade and Step	Current Annual rate	Translation Grade	Translation step	Translation Rate
A1	\$45,421	1	1	\$47,320
B1	\$45,421	2	2	\$50,710
B2	\$46,072	2	4	\$54,104
B3	\$47,251	3	6	\$56,720
B4	\$48,432	3	6	\$56,720
B5	\$49,615	3	7	\$58,029
B6	\$50,795	3	7	\$58,029
B7	\$51,978	3	8	\$59,337
B8	\$53,023	4	10	\$62,936
B9	\$54,381	4	10	\$62,936
B-RR	above \$54,381 up to \$59,819	4	11	\$64,735
Max	\$59,819	4	11	\$64,735
C1	\$55,359	5	1	\$70,990
C2	\$56,898	5	2	\$73,611
C3	\$58,436	5	2	\$73,611
C4	\$59,975	5	3	\$76,211
C5	\$61,509	5	4	\$78,811
C6	\$63,493	5	5	\$81,411
C7	\$65,207	5	6	\$84,011
C-RR	above \$65,207 up to \$68,100	5	6	\$84,011
	\$68,100 up to \$75,504	5	7	\$86,616
Max	\$75,504	5	7	\$86,616
D1	\$68,193	6	1	\$88,629
D2	\$70,088	6	1	\$88,629
D3	\$71,982	6	2	\$90,646
D4	\$73,875	6	2	\$90,646

D5	\$75,771	6	3	\$92,643
D6	\$77,308	6	3	\$92,643
D7	\$78,757	6	4	\$94,661
D-RR	Employees in these range of rates will translate to the nearest higher step between Grade 6, step 4 and Grade 7, step 6			
Max	\$103,030	7	6	\$115,688

4A.4.2 Executive Managers, who at the date prior to the pay equity rates coming into effect, are paid above \$103,030 and up to \$115,688 per annum will translate to \$115,688 per annum.

4A.4.3 There is no pay equity correction required for Executive Managers, who at the date prior to the pay equity rates come into effect, are paid above \$115,688 per annum.

4A.4.4 Administration support staff whose hourly rate upon translation exceeds the applicable Work Matrix maximum hourly rate will retain that higher rate.

4A.4.5 These increases are additional to, not a replacement for, annual progression under clause 4A.6.

#### **4A.5 PLACEMENT ON APPOINTMENT**

4A.5.1 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.

4A.5.2 Upon appointment to an administration support position, the employee's role must be placed in a Work Matrix Grade using the Administration Support Staff Work Matrix Table set out in 4A.2.1.

4A.5.3 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 Administration Support Staff Work Matrix Table in 4A.2.1, 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.

4A.5.4 An administrator employed for two or more distinct positions, must be placed in the appropriate Work Matrix Grade for each position.

4A.5.5 The pay rate can be at any step within the minimum and maximum rates of the applicable Work Matrix Grade. In determining the applicable pay rate, the employer should also consider any particular skills and qualifications held by the administration support staff as well as any previous relevant paid or unpaid work experience.

4A.5.6 Where an employee has previously been employed in an administration support role covered by the Administration Support Staff Pay Equity Claim Settlement, and the break in employment (including between employers) has been less than 12 months then the following applies:

Based on information about their previous employment provided by the employee, placement on appointment must take into account their previous service as follows:

- 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.
- 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 employee since they were last employed.

#### **4A.6 PROGRESSION WITHIN THE WORK MATRIX GRADES**

4A.6.1 Subject to clause 4A.6.2 below, from 20 August 2021, for employees paid in Grades 5, 6 and 7 progression through the steps included **within** each grade will be on an annual basis, either on the employee's anniversary date or, where no anniversary date is established, 12 calendar months from the effective date of the pay equity rates and annually thereafter until the employee reaches the maximum step of their grade. Progression does not occur beyond the top step of these grades.

4A.6.2 Progression is subject to the employee meeting or exceeding standards of performance as assessed by the employer against the job description and/or written requirements for the position. Progression will occur unless the employer considers this requirement has not been met and has informed the employee in writing no later than two months prior to the progression becoming due.

4A.6.3 Subject to clause 4A.6.4, from 20 August 2021, for employees paid in Grades 2, 3 and 4 progression through the steps of Grades 2, 3, and 4 will be on an annual basis, either on their anniversary date or, where no anniversary date is established, 12 calendar months from the effective date of the pay equity rates and annually thereafter. Progression does not occur beyond the top step Grade 4.

4A.6.4 Progression under clause 4A.6.3 will occur unless:

- a. the employee is not meeting, or exceeding standards of performance as outlined in 4A.6.2 above; or
- b. the work is deemed to stay in the current grade, i.e., where the employer considers the work is solely within the current grade and has informed the employee in writing no later than two months prior to the progression becoming due; or
- c. the employee has progressed to the maximum step of their applicable grade.

4A.6.5 An employee, who has the right to representation at any stage, may request their employer reconsider their salary progression.

4A.6.6 For employees employed prior to [insert date of settlement], if progression on the basis of the rules set out in clauses 4A.6.1 to 4A.6.5 above would put the employee in a worse position than they would have been in had they remained subject to the pay scale and progression rules existing prior to 20 August 2021, the employee shall be entitled to progress to the rate they would have been on under the previous system.

#### **4A.7 PAY EQUITY REVIEW**

4A.7.1 The remuneration of employees who routinely undertake work described in the Administration Support Staff Work Matrix Table set out in clause 4A.2.1 will be reviewed

periodically to ensure that pay equity is maintained. These reviews will be aligned with the collective bargaining round.

4A.7.2 The parties agree to consider a range of available information as part of any review, including but not limited to, trends in changes to the Labour Cost Index, Consumer Price Index, and Treasury analysis of labour movements, as well as trends in changes to the remuneration of the comparator workforces used to assess the Administration Support Staff Pay Equity Claim.

#### **4A.8 PARENTAL PAYMENT**

4A.8.1 Where an employee, who takes primary carer leave (as defined in section 2 of the Parental Leave and Employment Protection Act 1987) after [insert date the Administration Pay Equity Claim Settlement Agreement came into effect], returns to duty before or at the expiration of their parental leave and completes a further 6 months service, they qualify for a payment equivalent to 6 weeks' pay, at the rate applying for the 6 weeks immediately prior to the commencement of parental leave.

4A.8.2 Provided that, if both parents are employed in the school, or the employee's partner is employed in the Education Service or Public Service, and are both eligible for payment, then they are entitled to 1 and only 1 payment, and they may choose (after they have qualified) who will receive it.

4A.8.3 Any adjustments to the salary scale that are backdated into the period covered will apply.

4A.8.4 An employee who is absent on parental leave for less than 6 weeks will have their payment prorated based on the period of absence on parental leave.

4A.8.5 Any payment is to be based on the percentage rate of employment prior to absence on parental leave. However, an employee who works less than their normal hours for a short period only, prior to their commencing parental leave, may have their case for full payment considered by the employer.

### Schedule 3 – Specialist Residential Schools’ Collective Agreement

To give effect to the Administration Support Staff Pay Equity Claim Settlement Agreement, from the date that Settlement Agreement is signed by both parties the following clauses vary the Specialist Residential Schools’ Collective Agreement and any Individual Employment Agreements of employees covered by the Settlement Agreement, based on that collective agreement.

**4.1.1** From 30 September 2015 a new Specialist/Executive Management Group is established. The minimum salary entry point is \$70,000 per annum for the term of this agreement, except for those Executive Managers who routinely undertake work described in the Administration Support Staff Work Matrix Table, whether designated as administration support staff or not.

**4.2.2** With effect from 10 August 2021 the following pay scale will apply to all non-teaching staff employed by special residential schools, except those in the Specialist and Executive/Management Group and those who routinely undertake work described in the Administration Support Staff Work Matrix Table, whether designated as administration support staff or not.

## PART 4A ADMINISTRATION SUPPORT STAFF REMUNERATION

### 4A.1 APPLICATION

4A.1.1 This Part 4A applies to employees who routinely undertake work described in the Administration Support Staff Work Matrix Table set out in clause 4A.2.1 whether designated as an administrator or not.

4A.1.2 The following clauses from Part 4 do NOT apply to employees to whom Part 4A applies: clause 4.1; clause 4.2; clause 4.3; clause 4.5; clause 4.6; clause 4.7; clause 4.8; clause 4.9.

### 4A.2 WORK MATRIX TABLE

4A.2.1 The parties have agreed on the following Administration Support Staff Work Matrix Table for employees who, however designated or described, routinely undertake the work described in that table. The Administration Support Staff Work Matrix Table sets out the most common skills, responsibilities and demands that apply to administration staff working within Grades 1 to 7. The Administration Support Staff Work Matrix Table will apply from 20 August 2021.

Work Matrix Grade	General Description	Elements
1	Sufficient skills and knowledge to perform work assignments which have substantial routine elements.	<ul style="list-style-type: none"><li>• Operate office equipment such as a photocopier or scanner.</li><li>• Responsible for own work under general supervision.</li><li>• Problems to be solved will be clearly identified and solutions will fall into established patterns and procedures.</li><li>• Problems outside the norm will be referred for guidance.</li><li>• Communicating with others includes cooperation with colleagues, the ability to request and provide information.</li></ul>

2	Skills and knowledge required to carry out general office work, involving varied routine and non-routine procedures.	<ul style="list-style-type: none"> <li>• Develops the experience to consider the most appropriate process or procedure to follow to take account of changing work circumstances.</li> <li>• Responsible for own work under limited supervision.</li> <li>• Applies interpretation and judgement to solve problems within established policies and procedures.</li> <li>• The role has frequent interactions with others inside and outside the school.</li> <li>• Active listening, patience, discretion and tact will be required and persuasion may be necessary from time to time.</li> <li>• Difficult situations are generally referred up.</li> <li>• Provides occasional mentoring or short-term supervision.</li> </ul>
3	Specialised skills and in-depth knowledge of more complex methods and processes to provide multi-faceted or confidential services.	<ul style="list-style-type: none"> <li>• The role has substantial independence on a day-to-day basis and will use initiative to identify and resolve problems that may be complex or unusual.</li> <li>• Receives or provides complex or sensitive information and may have to utilise a range of different approaches to ensure understanding.</li> <li>• Persuasion, influencing and negotiation may be required to diffuse difficult situations.</li> <li>• Mentors or train of colleagues or supervision of junior staff may be required.</li> </ul>
4	Provides advanced specialised technical services which are complex in nature within their area of expertise.	<ul style="list-style-type: none"> <li>• Analyses a wide range of problems before selecting the most appropriate solution/s and have the freedom to resolve these within established policy frameworks.</li> <li>• Supervises staff which may include contractors.</li> <li>• Provides confidential executive secretarial services.</li> <li>• Provides translation from one language to another.</li> <li>• Communication skills are a critical element in determining success.</li> <li>• Achieves outcomes through logical and reasoned arguments, negotiations or building on-going empathetic relationships.</li> </ul>
The positions in the next three grades require specialist and/or broad knowledge of school and/or kura practices and settings.		
5	<p>Positions at this grade tend to fall into two categories:</p> <ol style="list-style-type: none"> <li>1. Subject matter experts within a particular field. Operates independently and applies established principles in their area. These roles require either extensive practical experience or a tertiary level qualification plus experience.</li> <li>2. The first level of “management” where planning, controlling, implementing plans and/or projects are required.</li> </ol> <ul style="list-style-type: none"> <li>• Staff supervision including the ability to develop, motivate and appraise performance is usually required.</li> <li>• Clear accountability for results rest with these roles.</li> <li>• In both categories influences medium-term decisions either through direct control or through expert advice.</li> </ul>	
6	<p>Positions at this grade manage functions within the school.</p> <ul style="list-style-type: none"> <li>• Responsible for short- and long-term planning and the resulting outcomes for their function as well as a contribution to wider results.</li> </ul>	



	<ul style="list-style-type: none"> <li>Responsible for policy and business development for their function within the school's overall business plans and objectives.</li> <li>Strong collaboration with other areas is essential to align priorities and achieve successful results.</li> </ul>
7	<p>Positions at this grade are senior management roles with multifunctional responsibilities.</p> <ul style="list-style-type: none"> <li>Integrates several business functions and resolve internal conflicts.</li> <li>Assigns resources to optimise results rather than focusing on a single function and their outlook is typically on the medium- to long-term.</li> </ul>

#### 4A.3 ADMINISTRATION SUPPORT STAFF RATES

4A.3.1 The following minimum pay rates will apply to all employees who routinely undertake work described in the Administration Support Staff Work Matrix Table, whether designated as an Administrator or not. The new pay rates will apply from 20 August 2021.

4A.3.2 Employers may agree a pay rate above stated maximum rate for each Grade specified in the payrate table.

4A.3.3 Administration Support Staff Pay Rates:

Grade	Step	Annual Rate
1	1	\$47,320
2	1	\$49,026
	2	\$50,710
	3	\$52,416
	4	\$54,104
3	5	\$55,412
	6	\$56,720
	7	\$58,029
	8	\$59,337
4	9	\$61,136
	10	\$62,936
	11	\$64,735
	12	\$66,535
	13	\$68,397
5	1	\$70,990
	2	\$73,611
	3	\$76,211
	4	\$78,811
	5	\$81,411
	6	\$84,011
	7	\$86,616
6	1	\$88,629
	2	\$90,646
	3	\$92,643

	4	\$94,661
7	1	\$98,155
	2	\$101,670
	3	\$105,165
	4	\$108,680
	5	\$112,174
	6	\$115,688

Notes:

- i. To calculate the indicative hourly rate for a 40 hour/week, 52 week/year employee, the annual rate will be divided by 2,080.
- ii. The minimum step for an employee placed in any of the Work Matrix Grades is step 1 of that Grade.

#### 4A.4 TRANSLATION TO NEW ADMINISTRATION SUPPORT STAFF RATES

4A.4.1 Administration support staff who were employed under this Agreement on or after 20 August 2021 will translate to the applicable pay equity rate based on the step or steps held from 20 August 2021, as set out in the table below:

Grade and Step prior to 10 March 2022	Rates effective 10 August 2021	Grade and Step effective 10 March 2022	Annual rate effective 10 March 2022	Translation Grade	Translation step	Translation Rate
A1-3	\$44,000	A1	\$45,320	1	1	\$47,320
B4	\$44,200	B2	\$45,530	2	1	\$49,026
B5	\$44,400	B3				
B6	\$44,600	B4	\$45,956	2	2	\$50,710
B7	\$44,800	B5	\$46,146	2	3	\$52,416
B8	\$45,000	B6	\$46,353	2	4	\$54,104
C9	\$45,850	C7	\$47,320	3	5	\$55,412
C10	\$47,255	C8	\$48,677	3	6	\$56,720
C11	\$48,725	C9	\$50,187			
C12	\$50,245	C10	\$52,757	3	7	\$58,029
C13	\$51,815	C11	\$53,377	3	8	\$59,337
D14	\$53,415	D12	\$55,022	4	11	\$64,735
D15	\$55,023	D13	\$56,678	4	12	\$66,535
D16	\$56,743	D14	\$58,446	5	2	\$73,611
D17	\$58,514	D15	\$60,274			
D18	\$59,996	D16	\$61,796	5	3	\$76,211
Executive Managers			From \$70,000 and up to and including \$71,981	6	1	\$88,629
			From \$71,982 and up to	6	2	\$90,646

	and including \$75,770			
	From \$75,771 and up to and including \$78,856	6	3	\$92,643
	From \$78,857 and up to and including \$94,660	6	4	\$94,661
	From \$94,661 and up to and including \$98,154	7	1	\$98,155
	From \$98,155 and up to and including \$101,669	7	2	\$101,670
	From \$101,670 and up to and including \$105,164	7	3	\$105,165
	From \$105,165 and up to \$108,679	7	4	\$108,680
	From \$108,680 and up to and including \$112,173	7	5	\$112,174
	From \$112,174 and up to and including \$115,688	7	6	\$115,688

No pay equity correction is required for Executive Managers, who at the date prior to the pay equity rates coming into effect, are paid above \$55.62 per hour or \$115,688 per annum

4A.4.2 There is no pay equity correction required for Executive Managers, who at the date prior to the pay equity rates coming into effect, are paid above \$115,688 per annum.

4A.4.3 Administration support staff whose hourly rate upon translation exceeds the applicable Work Matrix maximum hourly rate will retain that higher rate.

4A.4.4 These increases are additional to, not a replacement for, annual progression under clause 4A.6.

#### **4A.5 PLACEMENT ON APPOINTMENT**

4A.5.1 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.

4A.5.2 Upon appointment to an administration position, the employee's role must be placed in a Work Matrix Grade using the Administration Support Staff Work Matrix Table set out in clause 4A.2.1.

4A.5.3 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 Administration Support Staff Work Matrix Table in clause 4A.2.1 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.

4A.5.4 An administrator employed for two or more distinct positions, must be placed in the appropriate Work Matrix Grade for each position.

4A.5.5 The pay rate can be at any step within the minimum and maximum rates of the applicable Work Matrix Grade. In determining the applicable pay rate, the employer should also consider any particular skills and qualifications held by the administration support staff as well as any previous relevant paid or unpaid work experience.

4A.5.5 Where an employee has previously been employed in an administration role covered by the Administration Support Staff Pay Equity Claim Settlement, and the break in employment (including between employers) has been less than 12 months then the following applies:

Based on information about their previous employment provided by the employee, placement on appointment must take into account their previous service as follows:

- 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.
- 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 employee since they were last employed.

#### **4A.6 PROGRESSION WITHIN THE WORK MATRIX GRADES**

4A.6.1 Subject to clause 4A.6.2 below, from 20 August 2021, for employees paid in Grades 5, 6 and 7 progression through steps within each grade will be on an annual basis, either on

the employee's anniversary date or, where no anniversary date is established, 12 calendar months from the effective date of the pay equity rates and annually thereafter until the employee reaches the maximum step of their grade. Progression does not occur beyond the top step of these grades.

4A.6.2 Progression is subject to the employee meeting or exceeding standards of performance as assessed by the employer against the job description and/or written requirements for the position. Progression will occur unless the employer considers this requirement has not been met and has informed the employee in writing no later than two months prior to the progression becoming due.

4A.6.3 Subject to clause 4A.6.4 below, from 20 August 2021, for employees paid in Grades 2, 3 and 4 progression through the steps of Grades 2, 3, and 4 will be on an annual basis, either on their anniversary date or, where no anniversary date is established, 12 calendar months from the effective date of the pay equity rates and annually thereafter. Progression does not occur beyond the top step of Grade 4.

4A.6.4 Progression under clause 4A.6.3 will occur unless:

- a. the employee is not meeting, or exceeding standards of performance as outlined in 4A.6.2 above; or
- b. the work is deemed to stay in the current grade, i.e., where the employer considers the work is solely within current grade and has informed the employee in writing no later than two months prior to the progression becoming due; or
- c. the employee has progressed to the maximum step of their applicable grade.

4A.6.5 An employee, who has the right to representation at any stage, may request their employer reconsider their salary progression.

4A.6.6 For employees employed prior to [insert date of settlement], if progression on the basis of the rules set out in clauses 4A.6.1 to 4A.6.5 above would put the employee in a worse position than they would have been in had they remained subject to the pay scale and progression rules existing prior to 20 August 2021, the employee shall be entitled to progress to the rate they would have been on under the previous system.

#### **4A.7 PAY EQUITY REVIEW**

4A.7.1 The remuneration of employees who routinely undertake work described in the Administration Support Staff Work Matrix Table set out in clause 3B.2.1 will be reviewed periodically to ensure that pay equity is maintained. These reviews will be aligned with the collective bargaining round.

4A.7.2 The parties agree to consider a range of available information as part of any review, including but not limited to, trends in changes to the Labour Cost Index, Consumer Price Index, and Treasury analysis of labour movements, as well as trends in changes to the remuneration of the comparator workforces used to assess the Administration Support Staff Pay Equity Claim.