

Employment of Support Staff

Employment of Support Staff / Understanding the Support Staff in Schools Collective Agreement (SSCA)

Purpose

The purpose of this chapter of the Principals Kit is to highlight the most commonly misunderstood provisions of the SSCA. It summarises the 110 pages of the SSCA in 8 pages.

[View the Support Staff in Schools Collective Agreement \(current to 6 February 2022\).](#)

Who is covered by the SSCA?

The SSCA covers all non-teaching school staff, other than those specifically **excluded** from coverage in clause 1.3.3. In particular, note that the SSCA does not cover:

- caretakers and directly employed cleaners (covered by the School Cleaners and Caretakers Collective Agreement to which E Tū is the union party)
- after school carers
- guidance counsellors
- careers advisors
- tuck shop or canteen staff (other than the manager)
- hostel staff
- residential social workers
- kaiarahi i te reo, physiotherapists, occupational therapists, ATSSD and special education assistants (all covered by the Kaiarahi i te Reo, Therapists, ATSSD and Special Education Assistants Collective Agreement)

SSCA coverage **does** include coverage of a wide range of positions. Most common among them are:

- administration staff (including roles such as executive officers, bursars and PAs)
- teacher aides / learning assistants
- library staff, including fully qualified librarians
- science technicians
- co-ordinators – e.g sports co-ordinators, arts co-ordinators
- music therapists
- canteen managers

Appointment of support staff

Please refer to the fixed term section of this kit and clauses 2.2.4 and 2.3.3 of the collective agreement to clarify whether an appointment should be permanent or fixed term.

You must ensure that you have a clear, current and accurate job description for each support staff role in your school.

There are two key considerations that you need to work through sequentially in order to establish an employee's pay rate:

- a. you need to establish what pay grade (A-D) the position you are filling falls into, and

- b. you need to determine what step (and thus pay rate) within this grade is appropriate in line with the provisions of the SSCA.

Grading non-teacher aide positions

Assessing the appropriate grading for any support staff role is key to ensuring the establishment of a mutually successful working relationship.

For non-teacher aides, a support staff employee's pay grade is determined by considering the following position elements that are set out in Clause 3.4 Of the SSCA:

- a. *the level of skill and knowledge required for the position,*
- b. *the degree of problem-solving ability required,*
- c. *the degree of freedom the employee will have to act independently,*
- d. *the degree of accountability required, and*
- e. *the level of supervision and/or management.*

If you evaluate a position and all five elements are evaluated fall within the same level, grading will be straightforward as the level will predetermine the grade. As an example, if you evaluate that a position falls into level 3 in all five categories listed above, the position will be graded as Grade C.

However, in many cases grading will be more complex as a position may fall within one level for elements such as the degree of problem-solving and in a completely different level for the level of supervision and management. Where one or more position elements fall within different levels, you need to make a determination about what grade "most reflects the requirements of the position" (Clause 3.6.7 of the SSCA). You can use joint NZSTA/NZEI/MOE best practice guidance to make this determination and you are of course welcome to seek advice from your Principal Support officer or the NZEI TRR Principal hotline (0508 774 624 725).

Grading teacher aide positions

The requirements when grading a teacher aide role are described in detail in clause 3A.7 of the SSCA. The appropriate grade for each role is determined by identifying one or more of the highest level skills/demands/responsibilities in clause 3A3.3 required for the competent performance of the role (clause 3A7.3). The relevant skills, demands and responsibilities are those that are routine, ongoing expectations. Isolated or one-off demands are not considered.

For teacher aide grading, it is critical to understand that the *highest level* of skills/demands and responsibilities determines a teacher aide's pay grade. This means that there can be instances where a large part of a position falls into a lower grade in the work matrix, but since there are regular parts of the job that fall into the higher grade, the higher grading must be used for the entire position.

Clause 3A7.4 sets out that *A teacher aide employed for two or more distinct roles must be placed in the appropriate Work Matrix Grade for each position.* Note that the application of this clause is very limited as it only applies to employees in distinct roles (which would require separate employment documentation, job descriptions, clearly delineated responsibilities etc). It is not to be used to isolate less demanding parts of a job to be paid at a lower rate.

Determining pay steps for support staff other than teacher aides

The SSCA provides that the pay rate for an employee on appointment must include consideration of the following factors (clause 3.7.1):

- *Previous relevant paid or unpaid work experience*
- *The level at which the employer has assessed each of the five position elements in the table in clause 3.4*
- *The level of te reo Māori and understanding of ngā tikanga Māori required for the position*
- *The ease or difficulty in recruiting and/or retaining the specific skills and/or experience required for the position*

This means that so long as the grade has been correctly determined and the bullet points above have genuinely been included in the employer's decision making, there are no further restrictions on the placement within a grade.

Determining pay steps for teacher aide

After grading the teacher aide's position under the work matrix (see above) the appropriate step within the grade must be determined in line with clause 3A7.6 of the SSCA, which is set out below for your reference:

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.

Where clause 3A.7.6 does not apply, i.e. because the teacher aide is brand-new to teacher aiding or has had a significant gap in employment, the appropriate pay rate is determined by looking at the skills, qualifications as well as paid and unpaid relevant work experience (Clause 3A.7.5).

Clause 3A7.4 sets out that *A teacher aide employed for two or more distinct roles must be placed in the appropriate Work Matrix Grade for each position.* Note that reference to distinct roles in this provision means positions for which there are completely separate job descriptions and requirements.

Pay and Progression

The SSCA is a minimum rates agreement for employees other than teacher aides who have not yet reached the top step of their pay grade. This means that for most employees, the agreement sets out the minimum rate you must pay each employee at their appropriate grade and step. As support staff are not centrally funded you may, at your discretion, pay support staff employees at rates above those set out in the agreement.

A support staff employee progresses up a step within their appropriate grade on an annual basis on the anniversary date of the commencement of her/his employment unless the employee has not *met or exceeded standards of employment as assessed by the employer against the job description and/or written requirements for the position* (clause 3.8.1). Note that if you have concerns over an employee's performance, this should generally be addressed through performance management rather than withholding a pay step. (Education payroll now implements the pay progression for teacher aides automatically, however you should always check that they have been implemented correctly). It is not uncommon for schools to incur a significant backpay liability through support staff missing pay increments when they are due.

For employees who are paid in the "Range of Rates" in Grade D, clause 3.8.2 states: *the employer will review the employee's salary annually. This review, which is not required if the employee has reached the top of the range (i.e. the highest rate in the Grade), will be carried out after discussion with the employee.*

Annualisation (clause 3.15)

Support staff employees who are permanently employed or are employed on fixed term agreements of 12 months or more may seek your agreement to have their annual earnings annualised. This is an important consideration for the many support staff employees who are not paid during term breaks, and principals are strongly encouraged to agree to an employee's request for annualisation. The annualisation year means the *twelve month period commencing 31 January and ending 30 January the following year (inclusive of both dates)*.

The meaning of annualised earnings is set out in clause 1.6.5:

Earnings to be annualised" means the employee's hourly rate multiplied by the employee's actual weekly hours multiplied by the number of weeks in the ensuing annualisation year for which the employee shall be employed; plus

(a) the annual leave to which the employee is entitled; plus

(b) payment of relevant daily pay for the public holidays and additional paid holidays during the ensuing calendar year which are observed on days of the week on which the employee normally works.

Note: For clarity this includes any public holidays that are observed during term breaks and which fall on a day of the week on which the employee normally works. The parties acknowledge that payment of public holidays at the annualised rate as part of the arrangements described in this appendix is not a breach of the Holidays Act 2003.

The following allowances are not included in the calculation of annualised earnings:

- (i) Motor vehicle allowance (clause 5.1);*
- (ii) Protective clothing allowance (clause 5.2);*
- (iii) Tiaki allowance (see below)*
- (iv) Overnight allowance (clause 5.5);*
- (v) Meal allowance (clause 5.6).*

Tiaki Allowance (formerly referred to as the Dirty Work Allowance) (clause 5.4)

There are now separate provisions under this clause for teacher aides and for other support staff. The tiaki allowance provides some level of recompense for staff 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.

For support staff other than an *employee who routinely undertakes work set out in the Teacher Aide Work Matrix Table, whether designated as a Teacher Aide or not*, the Tiaki Allowance is \$3.85 per day and is only payable on a once per day basis.

For an employee who *routinely undertakes work set out in the Teacher Aide Work Matrix Table, whether designated as a Teacher Aide or not*, there is an entitlement to one of the following two allowances:

- a. *where the personal care is required as part of the employee's ongoing responsibilities and occurs at least once per day or five times in any week, the employee shall be paid an hourly allowance at the rate of 10% of step 5 of Grade B-C.*
- b. *where the personal care is required in the course of the employee's duties on an occasional or one-off basis, the employee shall be paid an allowance of \$4.95 per incident to a maximum payable of once per day.*

Professional Development

It is essential to demonstrate, through your actions and words, that support staff employees are valued and that their roles in supporting teaching and learning at your school are respected. Key elements of this are ensuring that each support staff employee is being supported and encouraged to undertake professional development and that you are having an appraisal discussion with each employee at least once a year.

Clause 4.2 sets out the school's obligations to its support staff in the area of professional development. It states, in part:

4.2.1 The parties agree that ongoing professional development is an important component of the provision of quality support services within schools. Further the parties acknowledge that the provision of quality support services is aided by appropriately qualified staff.

4.2.2 Both the employer and employee are responsible for discussing and identifying appropriate professional development opportunities. This should occur on at least a 12 monthly basis and where possible be linked to the annual appraisal process.

Please note that the Terms of Settlement of the SCCA 2019-2022 included the creation of a [Ministry funded PLD Fund for teacher aides](#).

Continuity of Service for Leave Purposes

The provisions of clause 6.2 define continuity of service for support staff employees. This pertains in particular to entitlements to annual leave and long service leave. Note that continuity of service can carry through from employment at one state school to another, as clarified below

6.2.1 Except as provided in clause 6.2.5 below, 'continuous service' for leave purposes shall mean the aggregate of the employee's employment with any state or integrated school.

6.2.2 'Continuous service' shall not be broken by

- (a) any period of leave with pay; or*

- (b) any period of approved leave without pay of up to 12 months; or*
- (c) a break in employment (including between employers) of less than 3 months.*

6.2.3 'Continuous service' for a fixed term employee shall not be broken by

- (a) a break of 20 consecutive working days or less between engagements; or*
- (b) any period when the school is closed for instruction; or*
- (c) absence on approved sick leave.*

6.2.4 For the purposes of leave aggregation under clauses 6.2.1 to 6.2.3 above any break between engagements, or any period of leave without pay, in excess of 20 consecutive working days will interrupt but not break (except as provided under clauses 6.2.2 or 6.2.3 above) service. Parental leave will, however, count as service as provided for under s43 of the Parental Leave and Employment Protection Act 1987.

Annual Leave (6.3)

Support staff employees are entitled to four weeks of annual leave per year, except that a support staff employee is entitled to 4.6 weeks of Annual leave upon completion of five years' service and to five weeks of annual leave per year upon completion of 10 years of current continuous service (as defined in clause 6.2).

For the purposes of calculating annual leave, a week is based on the employee's ordinary working week.

Sick Leave

Support staff employees are entitled to seven days sick leave per year unless they work for less than 5 days per working week in which case they are entitled to six days of sick leave

Domestic leave is a sub-category of sick leave and can be used when an employee is *absent from work to attend to a person who is dependent on the employee for care.*

Domestic leave is charged against an employee's sick leave entitlement

Clause 6.10 also sets out that: *An employer may, at its discretion, grant an employee special leave with or without pay on such terms and conditions as it may approve.*

Hours of Work (clause 2.4) and Variation of Hours per Week and / or Weeks per Year (clause 2.5)

You should provide each support staff employee with written notification of their hours of work and weeks of work per year.

Hours of work are set in accordance with the requirements of the school. Where applicable, including time involved with the following circumstances should be taken into consideration:

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

The hours of work and weeks to be worked per year are fixed by written notice to the employee for a minimum period of 12 months.

At the conclusion of the 12-month period noted above, clause 2.5.1 allows for an employer to vary an employee's hours through providing no less a than one month's notice in writing of such change. Except in exceptional circumstances (e.g. where an employee is absent on long term sick leave) this notice shall be given at such a time as to ensure it covers a period during which the employee is paid and at work.

Further, clause 2.5.1A stipulates that in the case of an employee who *routinely undertakes work set out in the Teacher Aide Work Matrix Table, whether designated as a Teacher Aide or not*, the maximum variation of hours is 25% of the hours and/or weeks for which the employee has been employed in the previous 12 months. The redundancy provisions (clause 10.2) will apply if hours are varied by greater than 25% unless the employee has agreed to that greater variation.

Surplus Staffing and Redundancy (clause 10.2)

If a situation arises whereby it appears that it will be no longer financially viable to continue one or more support staff employee's employment, you must first provide that employee / those employees one month's notice of the possibility that there will be a surplus staffing situation within her/his /their occupational category. Surplus staffing must not be used to address performance concerns with an employee.

The purpose of the notice period is to *allow time for discussion between the employer and the employee(s) of the reasons for the possible surplus staffing situation and to determine whether this surplus can be absorbed by attrition. The employer shall consider whether or not it is able to offer an alternative position within the school with terms and conditions that are no less favourable, which may also entail on-the-job retraining.*

If the required number of positions cannot be achieved through attrition, and you are still faced with a surplus staffing situation, *all available positions in the occupational category will be internally advertised and appointments made from existing employees in that category. Where there is only one position in the identified occupational category in which the surplus exists, identification of the position shall be automatic.*

Employees who are not appointed or who are identified as surplus in terms of clause 10.2.5 above shall be given a minimum of one month's written notice of termination of employment provided as for in clause 9.1. Except in exceptional circumstances (e.g. long-term sick leave), or as agreed with the employee, this notice shall be given at such a time as to ensure it covers a period of a full month during which the employee is paid and at work.

An employee who is made redundant is entitled to a redundancy payment calculated on the basis of six weeks pay for the first year of service and two weeks' pay for each subsequent year of service or part thereof. There is a cap of 30 weeks' pay for any redundancy pay out.

School Mergers

The processes to follow for support staff are set out in clause 10.3. However, school mergers will affect all staff in your school and there are separate provisions for teachers and for support staff. In that situation, you are strongly encouraged to contact the Principals Helpline (0508 774 624) for support and advice.

Being a Good Employer / Health and Safety of Employees

Every year, many support staff are injured at their schools, often as a result of student assaults. While students can be volatile and unpredictable, there have also been many examples of support staff, especially teacher aides, being placed in an unsafe situation with

a child where that child's behavioural challenges are well known and their propensity to react violently is predictable. For example, putting a teacher aide into a one-to-one situation with a child known to behave violently is knowingly placing your employee at risk. The additional obligations on you and your board to look after the health and wellbeing of your support staff employees are described in Annex 3 of the SSCA which states:

The employer's duties include:

a) providing and maintaining a safe working environment for employees and others in the workplace

b) providing and maintaining facilities for the welfare of the employee while at work

c) providing all necessary training and instructions to employees

d) making sure machinery and equipment is safe

e) making sure working arrangements are not hazardous

f) providing procedures to deal with work emergencies

g) making sure health and safety employee engagement and participation processes are in place

h) consulting and cooperating with other businesses operating in the same workplace(s) to keep everyone safe and healthy.

There are also obligations on employees to adhere to a school's health and safety procedures. You should make sure that your support staff are aware of this and create an environment where they feel safe and comfortable to raise any concerns.

Examples of how the employee can take reasonable care include:

a) following all reasonable health and safety rules and instructions

b) participating in health and safety discussions

c) exercising their right to refuse to do unsafe work

d) taking reasonable care that their actions (or inactions) do not cause harm, or risk of harm, to themselves or others

e) not reporting for duty under the influence of alcohol or drugs that impair their performance or fitness for work

f) wearing all necessary personal protective equipment and clothing.

If a health and safety incident such as an assault on a staff member occurs, you are strongly encouraged to call NZEI Te Riu Roa for advice.

Checklist

The following are points to have on a checklist which will help to ensure that you do not inadvertently breach any support staff employee's rights under the SSCA or the Employment Relations Act

- Employ all support staff on a permanent basis unless there are genuine reasons based on reasonable grounds for employing any on a fixed term basis. Check with NZSTA before making any fixed term appointments
- Ensure that every employee has a letter of appointment and a job description which accurately sets out the requirements and expectations of the role
- Ensure that you have graded each employee appropriately on the basis of the job description and position requirements
- Check that every support staff employee is getting and has received all annual increments to which they are entitled
- If you are facing a potential need to vary hours, ensure that you provide the employee with one month's written notice of that variation and ensure that the notice period runs during a time when school is open for instruction and the employee is working
- If you are facing a potential surplus staffing situation, don't forget to first advise the potentially affected employee(s) one month in advance of the possibility of a surplus staffing situation and enter into genuine consultation with her/him/them. (A further one month's notice period will apply from the time an employee is advised that he/she will be made redundant)
- Ensure that you are taking all practicable steps to provide each employee with a safe and healthy workplace
- Provide access to quality relevant professional development for each support staff employee