

Pay Equity Claim Settlement Agreement

Science Technicians' 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 Science Technicians' 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 Science Technicians' Pay Equity Claim Settlement¹ 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. On 6 November 2020, NZEI Te Riu Roa raised a pay equity claim with the Secretary on behalf of school science technicians (the Claim). In February 2021, the Claim was agreed as arguable, and on 8 October 2021 the parties signed Terms of Reference to govern its resolution.
- 3.2. The parties worked collaboratively between October 2021 and August 2022 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 October 2021 and February 2022, 28 interviews were carried out with a randomly selected sample of science technicians 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.

¹ Covered by the Science Technicians' Pay Equity Claim Settlement, in relation to an employee, means the employee –
(a) was covered by the Science Technicians' Pay Equity Claim at the time that the claim was settled; or
(b) has accepted an offer of the benefit of the Science Technicians' 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 Science Technicians' Work Matrix Table (included in clause 5.4 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:
- Teacher Aides;
 - Administration Staff in Schools;
 - Fishery Officers;
 - Parking Compliance Officers;
 - Cadastral Surveyors;
 - Corrections Officers; and
 - Customs Officers.
- 3.8. The work assessment and investigation process identified a sex-based undervaluation.
- 3.9. On 9 December 2022, following negotiation, the parties agreed in-principle to settle the Claim and draft this Settlement Agreement to offer to proposed settlement employees² for consideration and mandate as required under s13ZF of the Act for the union to enter into a pay equity claim settlement.

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 three 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).

² Proposed settlement employee means each employee who is covered by the Science Technicians' Pay Equity Claim.

4.3. This Settlement Agreement applies to employees who are covered by the Claim.³

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 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 table below sets out the agreed rates of pay expressed as both hourly and annual rates. Only if an employee is on the top step in a Grade, employers may agree a pay rate above the printed rate for that step.

| Grade | Step | Hourly rate | Annual Rate |
|-------|------|-------------|-------------|
| 1 | 1 | \$24.99 | \$51,973 |
| | 2 | \$26.30 | \$54,709 |
| | 3 | \$27.69 | \$57,588 |
| 2 | 1 | \$28.59 | \$59,471 |
| | 2 | \$29.48 | \$61,310 |
| | 3 | \$30.39 | \$63,206 |
| | 4 | \$31.33 | \$65,161 |
| | 5 | \$32.30 | \$67,176 |
| | 6 | \$33.30 | \$69,254 |
| | 7 | \$34.33 | \$71,396 |
| | 8 | \$35.35 | \$73,538 |
| 3 | 1 | \$37.11 | \$77,182 |
| | 2 | \$38.22 | \$79,487 |
| | 3 | \$39.36 | \$81,861 |
| | 4 | \$40.53 | \$84,306 |

³ Covered by the Science Technicians’ Pay Equity Claim, in relation to an employee, means the employee –
 (a) is covered by the Science Technicians’ Pay Equity Claim in accordance with section 13W of the Act; and
 (b) has not opted out under section 13Y of the Act.

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| | 5 | \$41.74 | \$86,824 |
| | 6 | \$42.99 | \$89,417 |
| | 7 | \$44.27 | \$92,088 |
| | 8 | \$45.60 | \$94,838 |

Notes:

- *In the table above, the annual rate is based on a 40 hour/week, 52 week/year employee. For an employee who is employed for fewer than 40 hours/week, 52 weeks/year, the annual rate should be pro-rated.*
- *The divisor to calculate the hourly rate from the annual rate is 2,080.*

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 23 November 2022.

5.2.2. Science technicians 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 23 November 2022, as set out in the table and additional details below:

| Current Grade | Current Grade & Step | Current hourly rate | Translation Grade | Translation step | Translation hourly rate |
|-------------------|----------------------|---------------------|-------------------|------------------|-------------------------|
| A | A1 | \$22.75 | 1 | 3 | \$27.69 |
| B | B1 | \$22.75 | 2 | 2 | \$29.48 |
| | B2 | \$22.92 | | 3 | \$30.39 |
| C | C2 | \$22.92 | | 3 | \$30.39 |
| | C3 | \$23.69 | | 4 | \$31.33 |
| | C4 | \$24.56 | | 5 | \$32.30 |
| | C5 | \$25.43 | | 6 | \$33.30 |
| | C6 | \$26.30 | | 7 | \$34.33 |
| D | C7 | \$27.17 | 8 | \$35.35 | |
| | D7 | \$27.17 | 3 | 1 | \$37.11 |
| | Range of rates | \$27.18 - \$28.76 | | 2 | \$38.22 |
| | | \$28.77 - \$30.34 | | 3 | \$39.36 |
| \$30.35 - \$31.93 | | 4 | | \$40.53 | |

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|--|----|-------------------|--|---|---------|
| | | \$31.94 - \$33.52 | | 5 | \$41.74 |
| | | \$33.53 - \$35.10 | | 6 | \$42.99 |
| | | \$35.11 - \$36.68 | | 7 | \$44.27 |
| | D8 | \$36.69 | | 8 | \$45.60 |

5.2.3. The following terms apply to all translation processes:

5.2.3.1. Science technicians whose hourly rate prior to translation exceeded the applicable Work Matrix Grade maximum hourly rate will retain that higher rate.

5.2.3.2. Translation is additional to, not a replacement for, annual progression set out in clause 5.3 below.

5.3. Progression

5.3.1. Subject to clause 5.3.2 below, the parties agree that employees will progress through the steps included **within** a Grade 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 a Grade.

5.3.2. Progression will occur unless the employer considers that the employee has failed to meet standards of performance as assessed by the employer against the job description and/or written requirements for the position and has informed the employee of this in writing no later than two months prior to the progression due date.

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

5.3.4. If progression on the basis of the rules set out in this clause 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. The Science Technicians' Work Matrix Table applies to employees employed in a state or state-integrated school who work in a science laboratory role in support of the delivery of the science curriculum, such as laboratory assistants, science technicians, laboratory technicians, laboratory managers and other employees who are doing the same or substantially similar work. A full description of this work can be found in the Work Matrix Table.

5.4.2. The Science Technicians' Work Matrix Table sets out the most common skills, responsibilities and demands that apply to science technicians working within Grades 1 to 3.

5.4.3. When determining where a role fits within the Work Matrix Table, an employer will need to assess the routine and ongoing skills, demands and responsibilities of the role, and not things that are a one-off or isolated event. Not every activity in a grade must

be part of the role for the role to be placed in a particular grade, but the grade must recognise the highest-level skills, demands and responsibilities that are required for competent performance of the role.

5.4.4. The Science Technicians' Work Matrix Table, which applies from 23 November 2022, is set out in Appendix 1.

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, the employee's role must be placed in a Work Matrix Grade using the Science Technicians' Work Matrix Table set out above.

5.5.3. A science technician employed for two or more distinct positions must be placed in the appropriate Work Matrix Grade for each position.

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

5.5.5. Where an employee has previously been employed in a science technician 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 the employee last held.
- The employer should also consider any particular skills and qualifications held, as well as any 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 six months' service, they qualify for a payment equivalent to six weeks' pay, at the rate applying for the six 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 one and only one 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 six 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. Funding model

6.1.1.1. The parties note that there is currently a review of how schools are funded for teacher aides. The parties request that, following the receipt of the final recommendations and findings from that review, the Accord Governance Group considers extending the review to how schools are funded for affected employees covered by the Claim.

6.1.2. Research

6.1.2.1. The parties agree to recommend that the Administrators' PLD Joint Working Group gather information about the science technician workforce to inform the "topics to consider". ("Topics to consider" are as listed in the Draft Terms of Reference for the Administrators' PLD (Professional Learning and Development) Joint Working Group – SSSCA Part 13, clause 8.)

6.1.3. Career pathways and professional development

6.1.3.1. The parties agree to propose that the Administrators' PLD Joint Working Group be extended to include consideration of PLD and career pathways for school science technicians.

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 23 November 2022. Payment of the new pay equity rates, based on the applicable translation process outlined in clause 5.2, is planned to occur by 31 August 2023 ("the implementation date").

7.2.2. The parties acknowledge that there are practical constraints to implementation and understand and accept that implementation cannot be immediate.

7.3. Regrading

7.3.1. The parties agree that any employees 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, is not consistent with their work when considered against the Science Technicians' Work Matrix Table, may request that their employer review their grade. Any regrading requests are to be submitted between the start of Term 2 2023 until 1 December 2023.

7.3.2. If the employee requests their role to be regraded prior to 1 December 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 (23 November 2022) or the date that the employee commenced in that role, whichever is the later. Any regrading that occurs as a consequence of a request for regrading made after 1 December 2023 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 5.1.2.

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:
 - 9.1.1. It owes a duty of good faith to each employee covered by the Claim; and
 - 9.1.2. 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

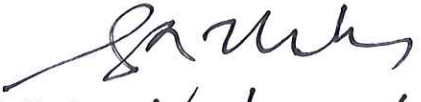
- 12.1. This Settlement Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- 12.2. This Settlement Agreement is made up of all of its parts including appendices, and supersedes and extinguishes all previous drafts, agreements, arrangements, and understandings between the parties.

13. Legal advice


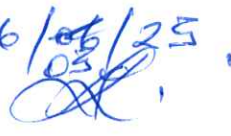
13.1. The parties agree they have had the opportunity to seek independent legal advice on the meaning and effect of this Settlement Agreement.

Signatories

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| Iona Holsted  | 6/03/23 |
| Secretary for Education | Date |

| | |
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| Stephanie Mills | 6/03/23 |
| [NAME] [ROLE]  For NZEI Te Riu Roa National Secretary | Date |

Witnessed by:

| | |
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|  | |
| [NAME] Lorraine Kerr [ROLE] President For New Zealand School Trustees Association | Date 06/03/23  |

Appendix One: Science Technicians' Work Matrix Table

| Grade | General Description | Supervision and Management | Level of Necessary Skills and Knowledge | Problem Solving | Interpersonal and Communication Skills |
|-------|---|--|--|---|--|
| 1 | Holds responsibility for own work under general supervision | <ul style="list-style-type: none"> • No formal supervision or mentoring of others is required. • Monitors other people in the laboratory for health and safety compliance. | <ul style="list-style-type: none"> • As directed, prepares resources, equipment and learning environments to meet teacher requirements. This includes clearing away and counting equipment back in, safely disposing of waste, cleaning and storing science equipment and materials as required, and recognising and alerting supervisor when equipment is missing or in need of repair. • Undertakes general administration tasks for the science department. | <ul style="list-style-type: none"> • Not expected to take a lead in problem solving. • Uses clear patterns and procedures to deal with clearly defined problems or escalate up to supervisor. | <ul style="list-style-type: none"> • Communicates primarily on day-to-day issues and takes instruction from supervisor. |

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| 2 | <p>Manages own work and day-to-day priorities under limited supervision. Often in a sole role and may manage several laboratories across the school.</p> | <ul style="list-style-type: none"> • Trains teachers and students on laboratory practices, policies and procedures, including health and safety requirements. • Holds responsibility under limited supervision for all the science chemicals and hazardous substances at the school. • Runs or assists with risk assessments. • Assists with induction of new staff including other science technicians or science teachers. • Takes part in extra-curricular activities with students. | <ul style="list-style-type: none"> • Runs the scheduling and resource booking system ensuring teachers' requests are managed. • Holds cultural knowledge related to sensitivities in science experiments. • Has knowledge of the science curriculum and shares relevant knowledge with others including teachers. • Sets up and demonstrates experiments to classes. • Supports students with class activities or preparing for external exams. • Maintains in-depth and up-to-date knowledge of health and safety procedures and practices. Shares this knowledge with teachers and students to uphold safety requirements and operate all experiments and equipment safely. • Develops, conducts, maintains and updates inventory and chemical registries. | <ul style="list-style-type: none"> • Operates within existing policies and procedures and identifies when issues need to be escalated. • Provides advice on new builds or rebuilds of the science block or laboratories. | <ul style="list-style-type: none"> • Provides advice and information on appropriate classroom practical activities and experiments to colleagues and students to ensure compliance with health and safety policies. • Provides feedback to teachers in cases where planned class activities are deemed unsuitable for the age group or not possible due to resource availability, safety issues or cost and time constraints. • Liaises with staff about individual student needs. • Produces bi-lingual labels and posters for science equipment and resources, includes respect for and |
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| | | | <ul style="list-style-type: none"> • Operates specialist apparatus and/or machinery to support curriculum delivery. • Researches, creates, builds, recalibrates, repairs and assembles resources such as chemicals and equipment. • Procures resources. • Keeps abreast of new developments in science through professional learning and development (PLD) as well as own and collaborative research with professional organisations. | | <p>basic knowledge of te reo Māori and tikanga and other cultures.</p> <ul style="list-style-type: none"> • Builds and maintains relationships with resource and equipment suppliers. |
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| 3 | Holds full responsibility for management of the laboratory or laboratories. | <ul style="list-style-type: none"> • Manages other science technicians or laboratory assistants including hiring, training and delegating or determining tasks and day to day work. • Holds the designated laboratory manager/taiwhanga kaiwhakahaere health and safety role for the science department. | <ul style="list-style-type: none"> • Uses knowledge of department needs and requirements to develop and manage budget accordingly to ensure adequate resources are available. • Collaborates with teachers on lesson planning, curriculum delivery and designing student assessments. | <ul style="list-style-type: none"> • Identifies, authorises and implements policy changes and uses initiative to improve efficiency and effectiveness of the laboratory and its health and safety protocols. | <ul style="list-style-type: none"> • Gives expert advice to those in more senior positions on laboratory policies and practice. |
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Schedule 1 - Record of Deemed Variation of Support Staff in Schools' Collective Agreement

To give effect to the Science Technicians' Pay Equity Claim Settlement Agreement ("the Settlement Agreement"), the following clauses will vary the Support Staff in Schools' Collective Agreement and any Individual Employment Agreements based on that collective agreement, of employees covered by the Settlement Agreement. The variations will come into effect on the date the Settlement Agreement is signed by the parties.

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

3.2.2 The following pay scale will apply to all support staff except:

- a. those in the Executive Management Group whose pay rates are set out in clause 3.1 and
- b. those who routinely undertake work described in the Teacher Aide Work Matrix Table, whether designated as a Teacher Aide or not or whose pay rates are set out in clause 3A.4.3 and
- c. those who routinely undertake work described in the Administration Support Staff Work Matrix Table, whether designated as Administration support staff or not and
- d. those who routinely undertake work described in the Science Technicians' Work Matrix Table, whether designated as a science technician or not.

3.6 Grading

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

3.9 Movement between grades

3.9.1 Movement between grades shall occur by appointment to an established position, or by re-grading 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 or 3D.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 3D Science Technician Remuneration

3D.1 Application

3D.1.1 This Part 3D applies to employees to whom the Science Technicians' Work Matrix Table set out in clause 3D.2 applies, whether designated as a science technician or not.

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

3D.2 Work Matrix Table

3D.2.1 The parties have agreed on the following Science Technicians' Work Matrix Table. The Science Technicians' Work Matrix Table applies to employees employed in a state or state-integrated school who work in a science laboratory role in support of the delivery of the science curriculum, such as laboratory assistants, science technicians, laboratory technicians, laboratory managers and other employees who are doing the same or substantially similar work. A full description of this work can be found in the Work Matrix Table.

3D.2.2 The Science Technicians' Work Matrix Table sets out the most common skills, responsibilities and demands that apply to science technicians working within Grades 1 to 3.

3D.2.3 When determining where a role fits within the Work Matrix Table, an employer will need to assess the routine and ongoing skills, demands and responsibilities of the role, and not things that are a one-off or isolated event. Not every activity in a grade must be part of the role for the role to be placed in a particular grade, but the grade must recognise the highest-level skills, demands and responsibilities that are required for competent performance of the role.

3D.2.4 The Science Technicians' Work Matrix Table is set out below and applies from 23 November 2022.

Science Technicians' Work Matrix Table

| Grade | General Description | Supervision and Management | Level of Necessary Skills and Knowledge | Problem Solving | Interpersonal and Communication Skills |
|-------|--|--|--|---|--|
| 1 | Holds responsibility for own work under general supervision. | <ul style="list-style-type: none"> • No formal supervision or mentoring of others is required. • Monitors other people in the laboratory for health and safety compliance. | <ul style="list-style-type: none"> • As directed, prepares resources, equipment and learning environments to meet teacher requirements. This includes clearing away and counting equipment back in, safely disposing of waste, cleaning and storing science equipment and materials as required, and recognising and alerting supervisor when equipment is missing or in need of repair. • Undertakes general administration tasks for the science department. | <ul style="list-style-type: none"> • Not expected to take a lead in problem solving. • Uses clear patterns and procedures to deal with clearly defined problems or escalate up to supervisor. | <ul style="list-style-type: none"> • Communicates primarily on day-to-day issues and takes instruction from supervisor. |

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| 2 | <p>Manages own work and day-to-day priorities under limited supervision. Often in a sole role and may manage several laboratories across the school.</p> | <ul style="list-style-type: none"> • Trains teachers and students on laboratory practices, policies and procedures, including health and safety requirements. • Holds responsibility under limited supervision for all the science chemicals and hazardous substances at the school. • Runs or assists with risk assessments. • Assists with induction of new staff including other science technicians or science teachers. • Takes part in extra-curricular activities with students. | <ul style="list-style-type: none"> • Runs the scheduling and resource booking system ensuring teachers' requests are managed. • Holds cultural knowledge related to sensitivities in science experiments. • Has knowledge of the science curriculum and shares relevant knowledge with others including teachers. • Sets up and demonstrates experiments to classes. • Supports students with class activities or preparing for external exams. • Maintains in-depth and up-to-date knowledge of health and safety procedures and practices. Shares this knowledge with teachers and students to uphold safety requirements and operate all experiments and equipment safely. • Develops, conducts, maintains and updates inventory and chemical registries. | <ul style="list-style-type: none"> • Operates within existing policies and procedures and identifies when issues need to be escalated. • Provides advice on new builds or rebuilds of the science block or laboratories. | <ul style="list-style-type: none"> • Provides advice and information on appropriate classroom practical activities and experiments to colleagues and students to ensure compliance with health and safety policies. • Provides feedback to teachers in cases where planned class activities are deemed unsuitable for the age group or not possible due to resource availability, safety issues or cost and time constraints. • Liaises with staff about individual student needs. • Produces bi-lingual labels and posters for science equipment and |
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|--|--|--|---|--|--|
| | | | <ul style="list-style-type: none"> • Operates specialist apparatus and/or machinery to support curriculum delivery. • Researches, creates, builds, recalibrates, repairs and assembles resources such as chemicals and equipment. • Procures resources. • Keeps abreast of new developments in science through professional learning and development (PLD) as well as own and collaborative research with professional organisations. | | <p>resources, includes respect for and basic knowledge of te reo Māori and tikanga and other cultures.</p> <ul style="list-style-type: none"> • Builds and maintains relationships with resource and equipment suppliers. |
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|---|---|--|---|---|--|
| 3 | Holds full responsibility for management of the laboratory or laboratories. | <ul style="list-style-type: none"> • Manages other science technicians or laboratory assistants including hiring, training and delegating or determining tasks and day to day work. • Holds the designated laboratory manager/taiwhanga kaiwhakahaere health and safety role for the science department. | <ul style="list-style-type: none"> • Uses knowledge of department needs and requirements to develop and manage budget accordingly to ensure adequate resources are available. • Collaborates with teachers on lesson planning, curriculum delivery and designing student assessments. | <ul style="list-style-type: none"> • Identifies, authorises and implements policy changes and uses initiative to improve efficiency and effectiveness of the laboratory and its health and safety protocols. | <ul style="list-style-type: none"> • Gives expert advice to those in more senior positions on laboratory policies and practice. |
|---|---|--|---|---|--|

3D.3 Science technician pay rates

3D.3.1 The following pay rates apply to all employees who routinely undertake work described in the Science Technicians' Work Matrix Table, whether designated as a science technician or not. These pay rates apply from 23 November 2022.

3D.3.2 Only if an employee is on the top step in a grade may employers agree a pay rate above the printed rate for that step.

3D.3.3 Science technician pay rates:

| Grade | Step | Hourly rate |
|-------|------|-------------|
| 1 | 1 | \$24.99 |
| | 2 | \$26.30 |
| | 3 | \$27.69 |
| 2 | 1 | \$28.59 |
| | 2 | \$29.48 |
| | 3 | \$30.39 |
| | 4 | \$31.33 |
| | 5 | \$32.30 |
| | 6 | \$33.30 |
| | 7 | \$34.33 |
| | 8 | \$35.35 |
| 3 | 1 | \$37.11 |
| | 2 | \$38.22 |
| | 3 | \$39.36 |
| | 4 | \$40.53 |
| | 5 | \$41.74 |
| | 6 | \$42.99 |
| | 7 | \$44.27 |
| | 8 | \$45.60 |

Notes:

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.

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.

3D.4 Translation to new science technician pay rates

3D.4.1 Science technicians who were employed under this Agreement on or after 23 November 2022 will translate to the applicable pay equity rate based on the step or steps held from 23 November 2022, as set out in the table and additional details below:

| Current Grade | Current Grade & Step | Current hourly rate | Translation Grade | Translation step | Translation hourly rate |
|---------------|----------------------|---------------------|-------------------|------------------|-------------------------|
| A | A1 | \$22.75 | 1 | 3 | \$27.69 |
| B | B1 | \$22.75 | 2 | 2 | \$29.48 |
| | B2 | \$22.92 | | 3 | \$30.39 |
| C | C2 | \$22.92 | | 3 | \$30.39 |
| | C3 | \$23.69 | | 4 | \$31.33 |
| | C4 | \$24.56 | | 5 | \$32.30 |
| | C5 | \$25.43 | | 6 | \$33.30 |
| | C6 | \$26.30 | | 7 | \$34.33 |
| | C7 | \$27.17 | 8 | \$35.35 | |
| D | D7 | \$27.17 | 3 | 1 | \$37.11 |
| | Range of rates | \$27.18 - \$28.76 | | 2 | \$38.22 |
| | | \$28.77 - \$30.34 | | 3 | \$39.36 |
| | | \$30.35 - \$31.93 | | 4 | \$40.53 |
| | | \$31.94 - \$33.52 | | 5 | \$41.74 |
| | | \$33.53 - \$35.10 | | 6 | \$42.99 |
| | | \$35.11 - \$36.68 | | 7 | \$44.27 |
| | D8 | \$36.69 | | 8 | \$45.60 |

3D.4.2 Science technicians whose hourly rate prior to translation exceeded the applicable Work Matrix Grade maximum hourly rate will retain that higher rate.

3D.4.3 Translation is additional to, not a replacement for, annual progression under clause 3D.6 below.

3D.5 Placement on appointment

3D.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.

3D.5.2 Upon appointment to a science technician position, the employee's role must be placed in a Work Matrix Grade using the Science Technicians' Work Matrix Table set out in clause 3D.2.

3D.5.3 A science technician employed for two or more distinct positions, must be placed in the appropriate Work Matrix Grade for each position.

3D.5.4 The pay rate can be at any step within the minimum and maximum rates of the applicable Work Matrix Grade. In determining the applicable step, the employer should also consider any particular skills and qualifications held by the science technician as well as any previous relevant paid or unpaid work experience.

3D.5.5 Where an employee has previously been employed in a science technician role covered by the Science Technicians' 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.

3D.6 Progression within the Work Matrix Grades

3D.6.1 Subject to clause 3D.6.2 below, from 23 November 2022, employees will progress through the steps included **within** a Grade 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 a Grade.

3D.6.2 Progression will occur unless the employer considers that the employee has failed to meet standards of performance as assessed by the employer against the job description and/or written requirements for the position and has informed the employee of this in writing no later than two months prior to the progression due date.

3D.6.3 An employee, who has the right to representation at any stage, may request their employer reconsider their salary progression.

3D.6.4 For employees employed prior to 6 March 2023 if progression on the basis of the rules set out in clauses 3D.6.1 to 3D.6.3 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 23 November 2022, the employee shall be entitled to progress to the rate they would have been on under the previous system.

3D.7 Pay equity review

3D.7.1 The remuneration of employees who routinely undertake work described in the Science Technicians' Work Matrix Table set out in clause 3D.2 will be reviewed periodically

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

3D.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 Science Technicians' Pay Equity Claim.

3D.8 Parental payment

3D.8.1 Where an employee to whom this Part 3D applies takes primary carer leave (as defined in section 2 of the Parental Leave and Employment Protection Act 1987) after 6 March 2023, returns to duty before or at the expiration of their parental leave and completes a further six months service, they qualify for a payment equivalent to six weeks' pay, at the rate applying for the six weeks immediately prior to the commencement of parental leave.

3D.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 one and only one payment, and they may choose (after they have qualified) who will receive it.

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

3D.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.

3D.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.