

Pay Equity Claim Settlement Agreement

Kaiārahi i te Reo 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 Kaiārahi i te Reo 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 Kaiārahi i te Reo 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. In September 2018 NZEI Te Riu Roa raised a pay equity claim with the Secretary on behalf of Kaiārahi i te Reo in schools ("the Claim"). In early 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, 18 interviews were carried out with a randomly selected sample of Kaiārahi i te Reo 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.
- 3.5. The work covered by the Claim was identified and is all work covered by the Kaiārahi i te Reo Work Matrix Table (included in clause 5.5.2 below), regardless of the employee's designation or role title.

¹ Covered by the Kaiārahi i te Reo Pay Equity Claim Settlement, in relation to an employee, means the employee –
(a) was covered by the Kaiārahi i te Reo Pay Equity Claim at the time that the claim was settled; or
(b) has accepted an offer of the benefit of the Kaiārahi i te Reo Pay Equity Claim Settlement made under section 13ZL(2), (4), or (5) of the Act.

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:

- Iwi Liaison officers – NZ Police
- Fishery / Senior Fishery Officers – Ministry of Primary industries
- Civil Engineers – Local Council
- Corrections Officers – Department of Corrections
- Customs Officers – New Zealand Customs Service
- Parking Compliance Officers – Local Council
- 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 employees² 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.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.

² Proposed settlement employee means each employee who is covered by the Kaiārahi i te Reo Pay Equity Claim.

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

5. Settlement Agreement detail

5.1. Definition of the Role

5.1.1. The parties have agreed to replace the definition of the role in clause 1.3.3 of the Kaiārahi i te Reo, Therapists', ATSSD and Special Education Assistants' Collective Agreement as follows:

1.3.3 Ko ngā mahi matua a te Kaiārahi i te Reo

- Whakamana tāngata
- Whakarauora te reo me ōna mātauranga Māori
- Whakararau, whakarahi te ao Māori

The core role of a Kaiārahi i te Reo is to:

- Uphold the dignity of people; and
- Revitalise Māori language and knowledge; and
- Embed and amplify a Māori worldview.

5.2. Remuneration

5.2.1. 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 below does not differentiate between male and female employees in the manner set out in section 2AAC(b) of the Act.

5.2.2. The table below sets out the agreed minimum rates of pay. However, employers may agree a pay rate above the stated rate for each Grade specified in the table.

Grade	Step	Pay Equity Hourly Rate
1	1	\$37.56
	2	\$38.50
	3	\$39.44
	4	\$40.37
	5	\$41.31
	6	\$42.25
2	1	\$43.19
	2	\$44.13
	3	\$45.07
	4	\$46.01
	5	\$46.94

5.3. Translation to new pay scale

5.3.1. 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.

5.3.2. The applicable translation process for employees employed pursuant to the Kaiārahi i te Reo, Therapists', ATSSD, Special Education Assistants' Collective Agreement, or an individual employment agreement based on that collective agreement, is set out below.

Current Step	Current Hourly Rate	Pay Equity Grade	Pay Equity Step	Pay Equity Hourly Rate
1	\$21.78	1	2	\$38.50
2	\$21.97	1	3	\$39.44
3	\$22.54	1	4	\$40.37
4	\$23.03	1	5	\$41.31
5	\$23.59	1	6	\$42.25
6	\$24.11	2	2	\$44.13
7	\$25.19	2	3	\$45.07
8	\$25.79	2	4	\$46.01

5.3.3. Kaiārahi i te Reo whose pay rate upon translation exceeds the applicable Work Matrix maximum pay rate will retain that higher rate.

5.3.4. This translation is additional to, not a replacement for, annual progression set out in clause 5.4.

5.4. Progression

5.4.1. The parties agree that 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 (20 August 2021) and annually thereafter. Progression does not occur beyond the top step of these grades.

5.4.2. 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.

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

5.5. Work Matrix

5.5.1. The parties have agreed that the core role of Kaiārahi i te Reo will be delivered through a range of the following responsibilities:

- Identifying whakapapa (genealogical) links for students.
- Holding relationships with Māori communities and/or external agencies.
- Acting as a conduit for information between the school and whānau.
- Assisting colleagues to develop their skills in te reo and/or te ao Māori.
- Identifying opportunities for Māori students and their whānau to engage in their cultural identity.
- Introducing programmes to increase te reo capability and/or pronunciation.
- Determining student capability in te reo Māori.
- Determining whānau capability in te reo and/or connection to their cultural identity.
- Assisting teachers in planning and delivering classes.
- Explaining Māori concepts.

- Normalising use of tikanga and kawa.
- Providing mana whenua knowledge, including appropriate mita (local dialect).
- Planning activities to celebrate significant Māori events.
- Conducting karanga, whaikōrero and karakia for pōwhiri.

5.5.2. The parties have agreed on a new Work Matrix Table for employees who, however designated or described, routinely undertake the work described in that table. The Kaiārahi i te Reo Work Matrix Table sets out the most common skills, responsibilities and demands that apply to Kaiārahi i te Reo working within Grades one and two. The Kaiārahi i te Reo Work Matrix Table, which applies from 20 August 2021, is set out below.

Work Matrix Grade	Whakamana Tāngata <i>Uphold the dignity of people</i>	Whakarauora Te Reo me ōna Mātauranga Māori <i>Revitalise Māori language and knowledge</i>	Whakararau, Whakarahi Te Ao Māori <i>Embed and amplify a Māori Worldview</i>
Grade 1 Adapts programmes and supports colleagues	<ul style="list-style-type: none"> • Provides pastoral care for students and/or whānau. • Implements programmes for whānau to engage in their cultural identity. • Provides professional development for staff. • Works with external agencies / Māori communities to improve outcomes for students. 	<ul style="list-style-type: none"> • Translates resources and materials into either Te Reo or English. • Adapts programmes or lesson plans to suit Māori bilingual and immersion classes. • Plans and delivers Toi Māori programmes such as raranga or kapa haka. • Plans and delivers Te Reo Māori and Mātauranga programmes. • Uses Mātauranga Māori and/or Māori pedagogical approaches to achieve learning outcomes. • Implements learning programmes and/or lesson plans. 	<ul style="list-style-type: none"> • Adapts tikanga to fit the context of the school environment. • Uses appropriate cultural practice to ensure proper care for taonga. • Leads cultural events such as noho marae.
Grade 2 Creates, leads and advises	<ul style="list-style-type: none"> • Creates professional development programmes for staff. • Works with external agencies / local Māori communities to effect organisational outcomes that benefit Māori. 	<ul style="list-style-type: none"> • Creates learning programmes and/or lesson plans. • Creates tools and/or resources in te reo Māori. • Adapts curriculum to reflect Mātauranga Māori • Advises School Leaders on Mātauranga Māori 	<ul style="list-style-type: none"> • Develops processes or guidelines to embed tikanga and/or kawa. • Creates physical and intellectual taonga for kura including waiata composition.

		or Māori Pedagogical approaches.	
--	--	----------------------------------	--

5.5.3. 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 event. Not every activity in a grade must be part of the role for the role to be placed in a particular grade.

5.6. Placement on Appointment

5.6.1. 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.

5.6.2. On appointment of a Kaiārahi i te Reo, the employee's role must be placed in a Work Matrix Grade using the Kaiārahi i te Reo Work Matrix Table set out above.

5.6.3. 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 Kaiārahi i te Reo 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.

5.6.4. A Kaiārahi i te Reo employed for two or more distinct positions, must be placed in the appropriate Work Matrix Grade for each position.

5.6.5. The pay rate can be at any point 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 Kaiārahi i te Reo as well as any previous relevant paid or unpaid work experience.

5.6.6. Where an employee has previously been employed as a Kaiārahi i te Reo, 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.

5.7. Movement between Grades

5.7.1. The parties note that the Kaiārahi i te Reo Work Matrix Table introduces Grades which relate to the pay scale. The parties have agreed that movement between grades may occur in one of the following ways:

5.7.1.1. by appointment to a new position that has a different grade; or

- 5.7.1.2. by re-grading of a position where the requirements of the position have altered substantially.

5.8. Overtime

- 5.8.1. The parties have agreed to the addition of an overtime clause on the following terms:

All time required by the employer to be worked in excess of 40 working hours per week or 8 hours per day or outside of Monday to Friday inclusive is deemed to be overtime. The rate of payment for overtime will be time and a half or alternatively, by mutual agreement, time off in lieu may be taken.

5.9. Parental payment

- 5.9.1. 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 some Kaiārahi i te Reo had received on the job training, although it was often informal or not considered to be strongly relevant to the role or there were difficulties being released to access opportunities.

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 Kaiārahi i te Reo should occur during the next collective bargaining. This should establish the approach to support training and development for Kaiārahi i te Reo during the term of the next collective agreement. This approach will be applied to all employees covered by this Settlement Agreement, including those on individual employment agreements.

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 Kaiārahi i te Reo.

6.1.3. Research piece

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 Kaiārahi i te Reo.

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 clause 5.2.2 above will come into effect on 20 August 2021. Payment of the new pay equity rates, based on the applicable translation process outlined at clause 5.3 above, is planned to occur by 30 November 2022.

7.3. Re-grading

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 5.3 above, is not consistent with their work when considered against the Kaiārahi i te Reo 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 re-graded 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 re-grading will be effective from the date of the employer's decision. Any change of pay arising from re-grading 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 collective bargaining round for the Kaiārahi i te Reo, Therapists', ATSSD and Special Education Assistants' Collective Agreement.
- 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

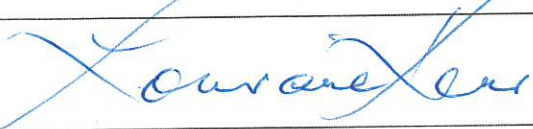
- 13.1. The parties agree they have had the opportunity to seek independent legal advice on the meaning and effect of this Settlement Agreement.

Signatories

	
Iona Holsted Secretary for Education	Date 04/07/2022

	
<p>[NAME] MARK POTTER.</p> <p>[ROLE] VICE PRESIDENT</p> <p>For NZEI Te Riu Roa</p>	<p>Date 4 / 7 / 22</p>

Witnessed by:

	
<p>[NAME] Horraine Kerr</p> <p>[ROLE] President</p> <p>For New Zealand School Trustees Association</p>	<p>Date 04/07/22.</p>

Schedule 1 – Kaiārahi i te Reo, Therapists', ATSSD and Special Education Assistants' Collective Agreement

To give effect to the Kaiārahi i te Reo Pay Equity Claim Settlement Agreement, from the date this Settlement Agreement is signed by both parties the following clauses vary the Kaiārahi i te Reo, Therapists', ATSSD and Special Education Assistants' Collective Agreement and any Individual Employment Agreements of employees covered by the Settlement Agreement, based on that collective agreement.

Replace the definition of Kaiārahi i te Reo in clause 1.3.3 to:

1.3.3 Ko ngā mahi matua a te Kaiārahi i te Reo

- Whakamana tāngata
- Whakarauora te reo me ōna mātauranga Māori

Whakararau, whakarahi te ao Māori

The core role of a Kaiārahi i te Reo is to:

- Uphold the dignity of people; and
- Revitalise Māori language and knowledge; and
- Embed and amplify a Māori worldview.

PART 3 REMUNERATION

Rename clause 3.2 to ATSSD

Delete clause 3.2.1 and replace with 3.2A as follows

3.2A KAIĀRAHI I TE REO

3.2A.1 This Part 3.2A applies to employees who routinely undertake work described in the Kaiārahi i te Reo Work Matrix Table set out in clause 3.2A.2 whether designated as a Kaiārahi i te Reo or not.

3.2A.2 WORK MATRIX TABLE

3.2A.2.1 The core role of Kaiārahi i te Reo will be delivered through a range of the following responsibilities:

- Identifying whakapapa (genealogical) links for students.
- Holding relationships with Māori communities and/or external agencies.
- Acting as a conduit for information between the school and whānau.
- Assisting colleagues to develop their skills in te reo and/or te ao Māori.
- Identifying opportunities for Māori students and their whānau to engage in their cultural identity.
- Introducing programmes to increase te reo capability and/or pronunciation.
- Determining student capability in te reo Māori.
- Determining whānau capability in te reo and/or connection to their cultural identity.
- Assisting Teachers in planning and delivering classes.
- Explaining Māori concepts.
- Normalising use of tikanga and kawa.

- Providing mana whenua knowledge, including appropriate mita (local dialect).
- Planning activities to celebrate significant Māori events.
- Conducting karanga, whaikōrero and karakia for pōwhiri.

3.2A.2.2 The parties have agreed on the following Kaiārahi i te Reo Work Matrix Table for employees who, however designated or described, routinely undertake the work described in that table. The Kaiārahi i te Reo Work Matrix Table sets out the most common skills, responsibilities and demands that apply to Kaiārahi i te Reo working within Grades 1 and 2. The Kaiārahi i te Reo Work Matrix Table will apply from 20 August 2021.

Work Matrix Grade	Whakamana Tāngata <i>Uphold the dignity of people</i>	Whakarauora Te Reo me ōna Mātauranga Māori <i>Revitalise Māori language and knowledge</i>	Whakararau, Whakarahi Te Ao Māori <i>Embed and amplify a Māori Worldview</i>
Grade 1 Adapts programmes and supports colleagues	<ul style="list-style-type: none"> • Provides pastoral care for students and/or whānau. • Implements programmes for whānau to engage in their cultural identity. • Provides professional development for staff. • Works with external agencies/ Māori communities to improve outcomes for students. 	<ul style="list-style-type: none"> • Translates resources and materials into either Te Reo or English. • Adapts programmes or lesson plans to suit Māori bilingual and immersion classes. • Plans and delivers Toi Māori programmes such as raranga or kapa haka. • Plans and delivers Te Reo Māori and Mātauranga programmes. • Uses Mātauranga Māori and/or Māori pedagogical approaches to achieve learning outcomes. • Implements learning programmes and/or lesson plans. 	<ul style="list-style-type: none"> • Adapts tikanga to fit the context of the school environment. • Uses appropriate cultural practice to ensure proper care for taonga. • Leads cultural events such as noho marae.
Grade 2 Creates, leads and advises	<ul style="list-style-type: none"> • Creates professional development programmes for staff. • Works with external agencies/ local Māori communities to effect organisational outcomes that benefit Māori. 	<ul style="list-style-type: none"> • Creates learning programmes and/or lesson plans. • Creates tools and/or resources in te reo Māori. • Adapts curriculum to reflect Mātauranga Māori. 	<ul style="list-style-type: none"> • Develops processes or guidelines to embed tikanga and/or kawa. • Creates physical and intellectual taonga for kura including waiata composition.

		<ul style="list-style-type: none"> • Advises School Leaders on Mātauranga Māori or Māori Pedagogical approaches. 	
--	--	---	--

3.2A.3 KAIĀRAHI I TE REO PAY RATES

3.2A.3.1 The following minimum pay rates will apply to all employees who routinely undertake work described in the Kaiārahi i te Reo Work Matrix Table, whether designated as a Kaiārahi i te Reo or not. The new pay rates will apply from 20 August 2021.

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

3.2A.3.3 Kaiārahi i te Reo Pay Rates:

Grade	Step	Pay Equity Hourly Rate
1	1	\$37.56
	2	\$38.50
	3	\$39.44
	4	\$40.37
	5	\$41.31
	6	\$42.25
2	1	\$43.19
	2	\$44.13
	3	\$45.07
	4	\$46.01
	5	\$46.94

Notes:

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

3.2A.3.4 Kaiārahi i te Reo employed to relieve for another Kaiārahi i te Reo or employed for a fixed-term position will be paid at the appropriate rate specified in 3.2A.3.3.

3.2A.4 TRANSLATION TO NEW KAIĀRAHI I TE REO PAY RATES

3.2A.4.1 Kaiārahi i te Reo who were employed under this Agreement on or after 20 August 2021 will translate to the applicable pay equity rate based on the step they held from 20 August 2021, as set out in the table below:

Current Step	Current Hourly Rate	Pay Equity Grade	Pay Equity Step	Pay Equity Hourly Rate
1	\$21.78	1	2	\$38.50
2	\$21.97	1	3	\$39.44
3	\$22.54	1	4	\$40.37
4	\$23.03	1	5	\$41.31
5	\$23.59	1	6	\$42.25

6	\$24.11	2	2	\$44.13
7	\$25.19	2	3	\$45.07
8	\$25.79	2	4	\$46.01

3.2A.4.2 Kaiārahi i te Reo whose pay rate upon translation exceeds the applicable Work Matrix maximum pay rate will retain that higher rate.

3.2A.4.3 This translation is additional to, not a replacement for, annual progression under 3.2A.6.

3.2A.5 PLACEMENT ON APPOINTMENT

3.2A.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.

3.2A.5.2 Upon appointment as a Kaiārahi i te Reo, the employee's role must be placed in a Work Matrix Grade using the Kaiārahi i te Reo Work Matrix Table set out in clause 3.2A.2.2.

3.2A.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 Kaiārahi i te Reo Work Matrix Table in clause 3.2A.2.2, 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.

3.2A.5.4 A Kaiārahi i te Reo employed for two or more distinct positions, must be placed in the appropriate Work Matrix Grade for each position.

3.2A.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 Kaiārahi i te Reo as well as any previous relevant paid or unpaid work experience.

3.2A.5.6 Where an employee has previously been employed as a Kaiārahi i te Reo, 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.

3.2A.6 PROGRESSION WITHIN THE WORK MATRIX GRADES

3.2A.6.1 Subject to clause 3.2A.6.2 below, from 20 August 2021, 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 and annually thereafter until the employee reaches the

maximum step of their grade. Progression does not occur beyond the top step of their grade.

3.2A.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.

3.2A.6.3 An employee, who has the right to representation at any stage, may request their employer reconsider their salary progression.

3.2A.7 MOVEMENT BETWEEN GRADES

3.2A.7.1 Movement between grades may occur in one of the following ways:

- by appointment to a new position that has a different grade; or
- by re-grading of a position where the requirements of the position have altered substantially.

3.2A.7.2 An employer will consider the Kaiārahi i te Reo Work Matrix Table set out in clause 3.2A.2.2 as criteria for movement between grades. Where a change of grade occurs, the annual rate the employee is paid in the new grade must be no less than the rate they were previously paid.

3.2A.8 OVERTIME

3.2A.8.1 All time required by the employer to be worked in excess of 40 working hours per week or 8 hours per day or outside of Monday to Friday inclusive is deemed to be overtime. The rate of payment for overtime will be time and a half or alternatively, by mutual agreement, time off in lieu may be taken.

3.2A.9 PARENTAL PAYMENT

3.2A.9.1 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 Kaiārahi i te Reo 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.

3.2A.9.2 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.

3.2A.9.3 Any adjustments to the salary scale that are backdated into the period covered will apply.

3.2A.9.4 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.

3.2A.9.5 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.

3.2A.10 PAY EQUITY REVIEW

3.2A.10.1 The remuneration of employees who routinely undertake work described in the Kaiārahi i te Reo Work Matrix Table set out in clause 3.2A.2.2 will be reviewed periodically to ensure that pay equity is maintained. These reviews will be aligned with the collective bargaining round.

3.2A.10.2 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 Kaiārahi i te Reo Pay Equity Claim.