

**Ministry of Education | Te Tāhuhu o te Mātauranga and the NZEI | Te Riu Roa**

**Collective Agreement for Field Staff**

**Terms of Settlement**

**5 July 2023**

This offer is subject to ratification by no later than 31 July which is the last applicable date for accepting the Public Service Pay Adjustment.

In the event this offer is ratified, the Ministry will communicate timelines for implementation of the settlement to NZEI Te Riu Roa, noting reasonable time will need to be allowed to fully implement the changes resulting from the settlement.

**Introduction**

The Ministry of Education | Te Tāhuhu o te Mātauranga (the Ministry) and the NZEI | Te Riu Roa (NZEI) Collective Employment Agreement for Field Staff expired on 27 January 2023.

The parties have now reached agreement on the terms set out in this Terms of Settlement document. This Terms of Settlement document sets out the full terms of settlement of the Ministry of Education Collective Agreement for Field Staff effective from the date of ratification (unless otherwise specified) to 2 April 2025, an agreement between the Secretary for Education and NZEI. The new collective agreement will now be put to the members to allow for a ratification vote pursuant to section 51 of the Employment Relations Act 2000.

In settlement the parties agree to the following:

**1. Settlement date**

The effective date of this settlement will be the date of member ratification.

The collective agreement will bind all Ministry employees who are members of the NZEI that fall under the coverage clause specified within the Ministry and NZEI Field Staff Collective Agreement as at the ratification date or who later join NZEI.

**2. Term**

Deleted clause 1.3 Delete and replace with:

This agreement shall be effective from the date of ratification, and it will expire on 2 April 2025.

**3. Remuneration**

All those employed as Field Staff shall receive the following increases and lump sum payments. These will be pro-rated for part-time hours:

- a. Field Staff will move to the translated step on the scale on 3 April 2023.

Current Step	13 Oct 2021	Translation step	3 Apr 2023
Intern	50628	F0	54628
1	58928	F1	62928
2	61870	F2	67928
3	64916	F3	72928
4	67963		
5	71010	F4	77952
6	73952		
7	77103	F5	82928
8	80005	F6	87928
9	83052		
10	87464	F7	92928
11	89250	F8	97928
12	92192		
13	96079	F9	102928
14	97000		
SPP 1	94000	F8	*97928
SPP 2	96079	F9	102928
SPP 3	97000-108928	F11	112928
	108929-115095	F12	*117928
SPP Psych 1	99861	F10	107928
SPP Psych 2	99861-105535	F11	112928
SPP Psych 3	105535-108928	F11	112928
	108929-115095	F12	*117928

*\*Adjustments will be made to ensure no increase in taking this step will be less than \$4,000 (gross) even if this places the person above the top step.*

- b. Those below the starting step for their position (see 6) will be translated to the minimum starting step for their position.
- c. In recognition of the value of the collective agreement and of the benefits arising out of the ongoing relationship between NZEI and the Secretary for Education, a one-off lump sum payment of \$500 (gross) payable to Field Staff who are bound by the collective agreement as at the date of ratification. This one-off member only benefit will be recorded in clause 3.1.1 the collective agreement following the remuneration table. This lump sum is pro-rated for part-time employees.
- d. Subject to having met their agreed performance expectations as set out in clause 3.3.1 Field Staff will move to the next step on the scale on 3 April 2024. These movements include the public sector pay adjustment increase.

- e. A one-off lump sum payment of \$500 (gross) to all Field Staff as at 3 April 2024. This lump sum is pro-rated for part-time employees.
- f. Clause 3.3.1 will be amended to provide the incremental pay steps on 3 April each year from 3 April 2024 (instead of an employee's anniversary). The rest of the clause will be unchanged. The steps in clause 3.1.1 shall be updated and used in the application of the steps in (c). These step adjustments include the Public Sector Pay adjustments:

Step	3-Apr-23	3-Apr-24
Intern F0	54628	56628
F1	62928	64,928
F2	67928	69966
F3	72928	75116
F4	77952	80291
F5	82928	85416
F6	87928	90566
F7	92928	95716
F8	97928	100866
F9	102928	106016
F10	107928	111166
F11	112928	116316
F12	117928	121466

*Adjustments will be made to ensure no increase on 3 April 2024 will be less than either \$2,000 (gross) or 3% (whichever is the higher) even if this places the person above the top step.*

*For example, on 3 April 2023 a Field Staff employee on the current step 6 (\$73,952) will move to step F4 on the new model (\$77,952) and receive a lump sum of \$500. On 3 April 2024 they will move to the next step F5 (\$85,416) and receive a lump sum of \$500.*

*Lump sums are gross (before tax) and will be pro-rated for hours of work. So, for example, someone working half time would get \$250 (gross).*

#### **4. Continuity of income (new clause)**

add a new clause

Field Staff who undertake substantial training for another Ministry Field Staff role, including completing an internship, shall have their salary for the Field Staff position they held immediately prior, grand-parented for a period of up to 12 months. This may be extended at the discretion of the Ministry.

Add a new clause

An employee who leaves the Ministry, and then returns within 12 months to the same role, shall be remunerated at least the same salary as they were on when they left.

## **5. Replacement of Skills Progression Pathway (SPP)**

The skills progression pathway will be removed from the collective agreement body and appendices/schedules and will be replaced by a requirement for a panel assessment to verify 'advanced practitioner' status enter step F10. The words below will replace clause 3.1.3.

The parties do not intend to create continuity in the processes between the new Advanced Practitioner progression and the Skills Progression Pathway it replaces (other than in the ways that are expressly mentioned in this clause). The newly developed Advanced Practitioner progression is supposed to stand on its own terms and is distinct and independent from the previous Skills Progression Pathway.

Those transitioned under this settlement to steps F10 or higher will not require assessments.

**Advanced Practitioner progression to step F10** (with numbering to match the agreement):

### a. Purpose

The purpose of the Advanced Practitioner progression provisions in this Agreement is to:

- Recognise and acknowledge the skills (including cultural skills, or less visible skills) Advanced Practitioner Field Staff bring to their roles;
  - Develop the Field Staff workforce in a deliberate way to ensure a high quality of service delivery;
  - Encourage recruitment and retention of highly skilled Advanced Practitioner Field Staff; and
  - Encourage and reward conscious development of leadership skills and subject matter expert knowledge in the Workforce.
- b. Assessment will consist of a panel assessment, a discussion with nominated peers, considering the two most recent performance conversations, and a discussion with the employee's people leader.
- c. The panel members will be determined by the Ministry and will consist of at least three appointees, who have in depth understanding of the requirements, skills, knowledge and expectations of the Field Staff roles. The employee may appeal the panel appointments in respect to their application in the case of a conflict of interest, in this case the Ministry may elect a replacement.
- d. Peers will be nominated by agreement between the employee and their people leader at the time of application.
- e. Advanced Practitioners will be performing all elements below (unless it is agreed between the employee and the Ministry that this is not an appropriate component of the role):

- Working at the level expected of a senior practitioner, as evidenced by satisfactory performance conversations, as well as leader and peer feedback.
  - Involved in a meaningful way in supervising, coaching, mentoring or training other practitioners.
  - Recognised as a consultant to other staff on complex professional practices.
  - Showing leadership in managing complex relationships and professional practices.
  - Demonstrating cultural competence (this is an absolute requirement in line with Tātai Pou and cannot be excluded by agreement).
- f. The Ministry's decision can be appealed to the Manager Integrated Services, but will otherwise be final.
  - g. Further assessments will not be required to progress to steps after F10 and Advanced Practitioners will progress to the top of the scale in line with the ordinary rules for salary progression under this Agreement (see clause 3.3).
  - h. Each employee on step F9 can apply once each year (or be nominated by their leader) no later than 1 February for inclusion in the next step increase, that will take effect on the next increase date, being 3 April annually.
  - i. On progression to step 9 and as part of the employee's regular performance conversations, the employee and the employer will discuss the employee's work, opportunities for professional growth and whether the employee is on track to operate at an Advanced Practitioner level by 1 February of the following year.
  - j. Employees should indicate their interest to progress to Advanced Practitioner status at the time of progressing to step 9 and people leaders should ensure that prior to 1 February of the following year at least two performance conversations have taken place, provided that the people leader is notified at least 6 months before the date of application.
  - k. An employee who has indicated their interest to progress to Advanced Practitioner status and has, at no fault of their own, not had at least two performance conversations before the date of application will not be disadvantaged in the application process. In the event that this occurs assessment will be based on conversations with the people leader and nominated peers as outlined above.

## **6. Starting salary**

Clause 3.2.5 will be amended to state the maximum appointment step will be step F9.

Clause 3.2.1 will have the following table added (in addition to the existing table) that states the minimum starting steps for positions:

	Pathway story		
12	Advanced Practitioner	\$	<b>Step 12 - Top Step</b> for all occupations including Psychologists
11		\$	
10		\$	
9	Intermediate/ Experienced Practitioner	\$	<b>Step 9- Maximum Entry Step</b> on appointment
8		\$	
7		\$	<b>APPENDIX C - Minimum Entry Step</b>
6	Developing Practitioner	\$	AODC Masters
5		\$	Psychologists; AODC
4		\$	SEA Post-Grad; EIT Post-Grad
3		\$	SEA; SLT Masters; EIT
2		\$	Kaitakawaenga
1		\$	SLT no previous experience; OT; PhysioTherapist

## 7. Accelerated advancement

Add new paragraph to the bottom of the clause.

Requests for accelerated advancement must be supported by the applicant's manager, who may apply on their behalf as part of the step process as at 3 April each year. Accelerated advancement is at the discretion of the Ministry, and if accepted, will result in a double step instead of a single step being taken. If this would result in the applicant entering step F10, then a panel assessment is also required (see clause 3.1.3).

Managers will take into account merit, internal equity and affordability when supporting such requests. The final decision will be made by the Secretary of education who may delegate this to Hautū.

## 8. Sick leave

New clause to be added (special leave for sickness) that states:

If and employee is sick (or caring for a sick dependant) with a notifiable disease and has insufficient sick/dependent leave, they may receive additional discretionary leave/paid special leave so they continue to be paid.

If an employee is well enough to work from home and does so they will be paid as normal.

Amend clause 5.4.1 (i) to read:

Employees shall be entitled to 10 days sick leave per year on commencement of employment and 10 days per year until reaching two years' service. Employees with two years' service shall be entitled to 15 days per annum. Unused sick leave may be accumulated.

## **9. Abandonment of employment**

New clause to be added that states:

If any employee is absent from work for more than five working days, without making reasonable effort to notify their Manager, they shall be deemed to have terminated their service without notice; provided that it shall be the duty of their Manager to make all reasonable efforts to contact the employee.

## **10. Te Reo Māori and Tikanga Māori Assessment**

The parties agree to a working group to review the provisions for Te Reo Māori and Tikanga Māori Assessment within the collective agreement with a view to determining whether these provisions are fit for purpose and aligned with wider Ministry policy on recognising competency in Te Reo and Tikanga Māori. The parties will establish terms of reference for this work prior to commencing and commit to use good faith best endeavours to progress the work in a timely manner including:

- Ensuring appropriate and adequate resourcing with employees from each party and delegates/member leaders from NZEI as appropriate, and
- Ensuring appropriate representation to complete the work including but not limited to cultural experts, subject matter experts and those with delegated authority to make decisions relating to the work, and
- Covering the costs of involvement of their own representatives on the working group, for the avoidance of doubt the Ministry will continue to pay the usual salary to any members/delegates involved in this work and released during their normal work hours, and
- Sharing the costs of any additional work-related expenses as agreed.

The parties note that recognition of Te Reo and Tikanga is something that is being discussed centrally between the Public Service Association and representatives from the Public Service. Should any resolution be agreed centrally during the term of the agreement the parties agree to meet and discuss the possible impact within the working group.

## **11. Workload tool**

The parties agree to a working group to review the workload tool during the term of the collective agreement. The parties will establish terms of reference for this work prior to commencing and commit to use good faith best endeavours to progress the work in a timely manner including:

- Ensuring appropriate and adequate resourcing with employees from each party and delegates/member leaders from NZEI as appropriate, and
- Ensuring appropriate representation to complete the work including but not limited to subject matter experts and those with delegated authority to make decisions relating to the work, and
- Covering the costs of involvement of their own representatives on the working group, for the avoidance of doubt the Ministry will continue to pay

- the usual salary to any members/delegates involved in this work and released during their normal work hours, and
- Sharing the costs of any additional work-related expenses as agreed.

## **12. Corrections/Technical changes**

- a. Correct numbering in Part 2 to reflect numbering in index.
  - b. References to State Sector Act 1988 in 2.6.1 (and any others) to be updated to Public Service Act 2020
  - c. Clause reference in 2.9.6 to be corrected to 2.9.7. and 2.9.8
  - d. Correct references to directors/regions to Integrated Service Managers
  - e. Delete second sentence in clause 5.3.3(a) which is inconsistent with the Holidays Act.
  - f. Cross reference in 5.1.4 (service recognition) clause should be 2.11 not 2.10.
  - g. Correct numbering within clause 5.4.2 (sick leave) to ensure it is consistent and logical throughout.
  - h. Any other technical corrections as agreed.
13. It is agreed that with the exception of the lump sum payment in clause 3(c), the terms of this settlement may be passed on to non-members.
14. All other terms and conditions remain the same as the 2021-2023 Ministry of Education Field Staff Multi Union Collective Agreement.

## **Signatories**

On behalf of the **Ministry of Education:**

On behalf of the **NZEI:**

**Anne Marie Taggart**  
General Manager, People, Sustainability &  
Place  
Te Pou Rangatōpū

**Bella Pardoe**  
Advocate - Lead  
NZEI

Date:

Date: