

# Draft ACE claim

PPTA is proposing the following claim items for the 2022 ACE Agreement.

## 1. Inclusion of OOHMA members under coverage

1.3 COVERAGE This collective agreement covers work undertaken by:

- (i) tutors, co-ordinators, professional supervisors and coordinator assistants ("ACE personnel") (as those terms are defined in this agreement) employed by boards of trustees in the provision of adult and community education (ACE) and
- (ii) tutors, coordinators, professional supervisors and coordinator assistants (as those terms are defined in this agreement) employed by boards of trustees in the provision of professional tuition in out of hours music and art programmes for children in Year 1–8 (OOHMA)

### PART TWO: ROLE DEFINITIONS

Add:

For the purposes of this agreement the roles covered are defined as below, regardless of the titles used by individual employers.

#### 1. OOHMA is an abbreviation of Out of Hours Music and Art.

A person employed to coordinate a programme of community education courses or out of hours music and art run by a board or boards of trustees of a state or integrated school or schools is an ACE Coordinator. (Coordinator) is.

- A **Teaching Coordinator** is a coordinator, who either:
  - is employed concurrently as a teacher within the same school under the terms of the applicable teacher's collective agreement, or
  - no longer teach classes within the school BUT was previously employed as a teaching coordinator within that school and continues as a coordinator even though they.
- A **Non-teaching Coordinator** is a coordinator who is not a teaching coordinator and is graded either One, Two or Three, defined as follows.
  - Grade One: a position where the primary role is to administer and coordinates the community education/OOHMA programme on a day-to-day basis.
  - Grade Two: in addition to the grade one duties this position has a strategic focus including significant community liaison and marketing and may include professional leadership.
  - Grade Three: this is a position which, in addition to the Grade Two duties and responsibilities, would involve:
    - professional leadership in the development of ACE or OOHMA networks; and
    - identifying and meeting wider community needs; and

- responsibility for the professional development of tutors and others within the ACE or OOHMA sector.
2. A person employed to assist the Coordinator and whose duties include the assessment of, coaching of, and providing guidance to, tutors is a **Professional Supervisor**. is.
  3. A person employed to assist the Coordinator and whose duties do not include the assessment of, coaching of, and providing guidance to, tutors is a **Coordinator Assistant** is.
  4. A person employed by the board of trustees of a state or integrated school to instruct a class or a course conducted as part of an ACE or OOHMA programme is a **Tutor**.

## 2. CPI adjustment to all ACE rates/allowances (and extending coverage of these rates to OOHMA)

### 3.1.1 Tutors

Step	Current	1 July 2022	1 July 2023	1 July 2024
1	\$32.56	\$34.48	\$35.55	\$36.51
2	\$43.24	\$45.79	\$47.21	\$48.49

Addition/changes to clauses regarding qualification/experience of tutors and cancellation of classes:

3.1.3 (a) Subject to verification, other experience of tutoring adult students (including in continuing education programmes, polytechnics, universities, colleges of education, and equivalent organisations either in New Zealand or overseas) shall be considered as relevant experience for placement on step 2 under 3.1.2 (i) and (ii).

(b) Subject to verification, other experience of tutoring primary students in music and/or art (including private tuition) in New Zealand or overseas shall be considered as relevant experience for placement on step 2 under 3.1.2 (i) and (ii) for OOHMA tutors.

### 3.1.4 Cancelled ACE classes

(a) Tutors of ACE classes that are cancelled because no students attend shall be paid for one hour only regardless of the normal duration of the class. If the tutor can be notified 24 hours beforehand of the cancellation of the class, no payment will be made.

(b) OOHMA tutors shall be paid for their annual contracted hours regardless of whether classes are cancelled or rescheduled during the year.

Claim for paid preparation time for tutors:

3.1.5 Tutors shall be allocated paid preparation time at the rate of one hour for every four hours of tuition.

3.2.3 The minimum rate of pay for non-teaching coordinators (See part 2) shall be:

Grade	Current	From 1 July 2022	From 1 July 2023	From 1 July 2024
1	\$28.41 p.hr.	\$30.09	\$31.02	\$31.86
2	\$33.29 p.hr.	\$35.25	\$36.35	\$37.33
3	\$79,452 p.a.	\$84,139.67	\$86,748	\$89,090.19

### 3.2.4 ...

Size of position (Full-time equivalent)	Coordinators' Responsibility Allowance (per annum) Current	From 1 July 2022	From 1 July 2023	From 1 July 2024
0.1	\$545	\$596	\$614	\$632
0.2	\$1,089	\$1,190	\$1,227	\$1,263
0.3	\$1,361	\$1,487	\$1,534	\$1,578
0.4	\$1,634	\$1,786	\$1,841	\$1,895
0.5	\$2,178	\$2,380	\$2,454	\$2,525
0.6	\$3,266	\$3,569	\$3,680	\$3,787
0.7	\$3,811	\$4,165	\$4,294	\$4,419
0.8	\$4,900	\$5,355	\$5,521	\$5,681
0.9 – Full-time	\$5,989	\$6,545	\$6,748	\$6,944

### 3.3 PROFESSIONAL SUPERVISORS

The ACE professional supervisors' minimum hourly rate of pay is as follows:

	Current	From 1 July 2022	From 1 July 2023	From 1 July 2024
Professional Supervisors	\$48.89	\$51.77	\$53.43	\$54.87

### 3.4 COORDINATOR ASSISTANTS

The coordinator assistants' minimum hourly rate of pay is as follows:

	Current	From 1 July 2022	From 1 July 2023	From 1 July 2024
Coordinator Assistants	\$25.94	\$28.35	\$29.23	\$30.08

## 3. Sick leave provisions

### 4.3 SICK AND BEREAVEMENT LEAVE

- 4.3.1 The provisions of the Holidays Act, in particular clauses 62-72 shall apply in relation to eligibility and entitlement to sick leave (including illness of a spouse or dependant) and bereavement leave. This shall not prevent the employer and employee agreeing to more generous provisions, particularly where the employee is a non-teaching co-ordinator.

*[Note: The parties agree a permanent non-teaching co-ordinator working regular hours during the school year would meet the eligibility criteria under 4.3.2(a)(i) below on their 6 month anniversary date.]*

[The following additional clarification is provided by the parties for the avoidance of doubt:

1. sick leave entitlement does not lapse at the end of each fixed term agreement, provided that there is an unbroken, continuous period of employment
2. if an employee is employed on such fixed term individual employment agreements, that employee's sick leave entitlement shall begin from the day after that employee completes six months service in the position, even if this occurs during a subsequent fixed term individual employment agreement.
3. An employee, whether permanent or fixed term, has an entitlement to paid sick leave, as defined by the Act, for any day they cannot work because of sickness when they have been scheduled for work on that day]

## **4. Travel reimbursement**

### **5.1 USE OF PRIVATE VEHICLES FOR OFFICIAL BUSINESS**

An employee who is required by the employer to use their private vehicle for official business shall be reimbursed for that usage at the applicable IRD Vehicle Mileage Rate.

[Kilometre rates for the 2020-2021 income year \(ird.govt.nz\)](http://ird.govt.nz)

## **5. Increases to funding to providers to cover the above claims**

The parties agree that the costs of the settlement shall be met by increased central funding to the employing school boards.

## **6. A working party to modernise ACE agreement over the term of the agreement**

The parties agree that a joint working party will update the agreement over its term to ensure that it is reflective of the needs of employees, boards and adult and year 1-8 students engaged in the ACE and OOHMA programmes. The terms of this working party will be agreed prior to settlement of the ACE/OOHMA CA.

## **7. General**

- Change to the title of the ACECA to recognise the OOHMA coverage.

- Adjustments to references which will apply to both ACE and OOHMA employees to reflect the combined coverage.
- A number of technical claims