

Support Staff in Schools'  
Collective Agreement  
between

NZEI Te Riu Roa and E tū  
and  
The Secretary for Education.

Effective: 16 June 2017 to 15 July 2019

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## **Part 1 Coverage/Term of Agreement/Variations**

### **1.1 Parties to the agreement**

1.1.1 The parties to this agreement shall be NZEI Te Riu Roa, E Tū and the Secretary for Education acting under delegation from the State Services Commissioner made pursuant to s 23 State Sector Act 1988 and in accordance with s 74(5) of that Act.

### **1.2 Term of the agreement**

1.2.1 The term of this agreement is 16 June 2017 to 15 July 2019.

### **1.3 Coverage**

1.3.1 This agreement is binding on every employer as defined in clause 1.6.3.

1.3.2 This agreement is applicable to every employee employed by an employer.

1.3.3 This agreement is not applicable to employees employed by an employer as one of the following:

- (a) Principal
- (b) Teacher
- (c) Adviser to teachers
- (d) Speech language therapist
- (e) Occupational therapist
- (f) Physiotherapist
- (g) Community worker
- (h) Pre-school worker
- (i) Cleaner
- (j) Caretaker
- (k) Ground-staff worker
- (l) Building maintenance worker
- (m) School transport driver
- (n) After school carer
- (o) Study centre worker
- (p) Kaiarahi i te reo
- (q) Assistant to Teachers of Students with Severe Disabilities (ATSSD)
- (r) Special Education Assistant
- (s) Hostel worker
- (t) Residential or domestic services employee in a special school (excluding Blind and Low Vision Education Network NZ employees)
- (u) Residential social worker
- (v) Audiologist
- (w) Careers advisor
- (x) Guidance counsellor
- (y) Community education/learning centre tutor
- (z) Community education personnel who are funded by Ministry of Education allocated tutor hours
- (aa) Tuck shop or canteen employee (other than a manager responsible for other staff appointed after 1 January 2008).

1.3.4 This agreement is binding on those employees who are or who become members of NZEI or E Tū.

### **1.4 Variation of agreement**

1.4.1 The parties agree that the terms and conditions in this agreement may be varied at any time by written agreement between NZEI and E Tū and the Secretary for Education acting under delegation from the State Services Commissioner made pursuant to section 23 of the State Sector Act 1988.

## 1.5 Savings

- 1.5.1 Employees who at 30 August 1992 had conditions in excess of those provided for in this agreement in respect of:
- (a) Long Service Leave;
  - (b) Retirement Leave;
  - (c) Resigning Leave; and
  - (d) Maternity Grant
- in accordance with the previous applicable contract agreement, NZ Support Staff in Schools Composite (DOC 2646), will continue to be eligible for these entitlements. These provisions are available at <http://www.education.govt.nz/school/working-in-a-school/other-staff/support-staff/>.

## 1.6 Interpretation and definitions

- 1.6.1 Unless otherwise specified, terms in this agreement will have the same meaning as the Employment Relations Act 2000 and other relevant legislation.
- 1.6.2 “Employee” means a person to whom this agreement is applicable under clauses 1.3.2, 1.3.3 and 1.3.4.
- 1.6.3 “Employer” means a board of trustees (or Commissioner if applicable) of a state or integrated primary, intermediate, secondary or composite school, as defined in the Education Act 1989. It does not include the Board of Trustees of Te Aho o Te Kura Pounamu.
- 1.6.4 “Actual weekly hours” means the hours per week an employee is normally employed for.
- 1.6.5 “Earnings to be annualised” means the employee’s hourly rate multiplied by the employee’s actual weekly hours multiplied by the number of weeks in the ensuing annualisation year for which the employee shall be employed; plus
- (a) the annual leave to which the employee is entitled; plus
  - (b) payment of relevant daily pay for the public holidays and additional paid holidays during the ensuing calendar year which are observed on days of the week on which the employee normally works.
- Note: For clarity this includes any public holidays that are observed during term breaks and which fall on a day of the week on which the employee normally works. The parties acknowledge that payment of public holidays at the annualised rate as part of the arrangements described in this appendix is not a breach of the Holidays Act 2003.*
- (c) The employee and employer may agree to include the first aid allowance (clause 5.3) and/or qualifications allowance (clause 3.10), where the employee has an entitlement, in an annualisation calculation.
  - (d) The following allowances must not be included in an annualisation calculation and shall be paid only as prescribed by the collective agreement:
    - (i) Motor vehicle allowance (clause 5.1);
    - (ii) Protective clothing allowance (clause 5.2);
    - (iii) Dirty work allowance (clause 5.4);
    - (iv) Overnight allowance (clause 5.5);
    - (v) Meal allowance (clause 5.6).
- 1.6.6 “Annualisation year” means the twelve month period commencing **31 January** and ending **30 January** the following year (inclusive of both dates).
- 1.6.7 “Weekly earnings” in relation to:
- (a) clause 10.2.12(a)(i); or
  - (b) any paid parental leave entitlement in accordance with section 71T of the Parental Leave and Employment Protection Act 1987; or
  - (c) any entitlements under the Injury Prevention, Rehabilitation, and Compensation Act 2001 means the employee’s hourly rate multiplied by the employee’s actual weekly hours.

## **Part 2 Terms of Employment**

### **2.1 Good employer/equal employment opportunities and pay and employment equity**

- 2.1.1 Attention is drawn to Part 7A of the State Sector Act 1988 which outlines the responsibilities of the employer with regard to the operation of a personnel policy that complies with the principles of being a good employer and the equal employment opportunity responsibilities of the employer.
- 2.1.2 Pay and Employment Equity -The Ministry of Education and Union parties bound by this collective agreement agree that remuneration, job choice, and job opportunities in the state education sector should not be affected by gender.

### **2.2 Appointments**

- 2.2.1 Where an employer intends to fill a position that is vacant in the school (other than with a fixed term employee) the employer shall wherever practicable, notify or advertise the vacancy in a manner sufficient to enable suitably qualified persons to apply for the position.
- 2.2.2 Attention is drawn to the State Sector Act 1988 insofar as it provides that the person best suited to the position shall be appointed. In applying that provision the employer will have regard to the experience, qualifications and abilities relevant to the position and such other relevant matters as it determines.
- 2.2.3 Every appointee to a vacancy shall be notified in writing of:
- (a) the appointment; and
  - (b) the grade, step and pay rate/salary to be paid for the position; and
  - (c) the hours and weeks to be worked; and
  - (d) whether the appointment is fixed term (see clause 2.3.3 below) or permanent.
- 2.2.4 Permanent Positions  
All appointments shall be permanent unless identified as being for a fixed term.

### **2.3 Categories of employment**

- 2.3.1 Full-time  
A full-time employee is an employee who is employed for 37.5 or 40 hours per week.
- 2.3.2 Part-time  
A part-time employee is an employee who is regularly employed for less than the full-time hours as specified in clause 2.3.1.
- 2.3.3 Fixed term appointment
- (a) An employee and an employer may agree that the employment of the employee will end:
    - (i) at the close of a specified date or period; or
    - (ii) on the occurrence of a specified event; or
    - (iii) at the conclusion of a specified project.
  - (b) Before an employee and employer agree that the employment of the employee will end in a way specified in (a) above, the employer must:
    - (i) have genuine reasons based on reasonable grounds for specifying that the employment of the employee is to end in that way; and
    - (ii) advise the employee of when or how his or her employment will end and the reasons for his or her employment ending in that way.
  - (c) The following reasons are not genuine reasons for the purposes of (b)(i) above:
    - (i) to exclude or limit the rights of the employee under the Employment Relations Act 2000;
    - (ii) to establish the suitability of the employee for permanent employment.

## **2.4 Hours of work and weeks per year**

- 2.4.1 All hours of required work shall be paid at the appropriate rate.
- 2.4.2 The hours of work and the weeks of work per year of employees will be set by the employer in accordance with the requirements of the school and where applicable will include consideration of the following:
- (a) Time spent on school business, trips, camps, meetings, preparation for classroom and individual learning support;
  - (b) Attendance at Individual Education Plan (IEP) meetings and regular consultation time with the teacher-in-charge of teacher aides for students with special needs.
- 2.4.3 The hours of work of employees will not exceed 40 hours per week or 37.5 hours per week and will be worked between 8 am and 5 pm daily from Monday to Friday inclusive, unless otherwise agreed by the employer and employee.
- 2.4.4 Except as provided under clause 2.4.5, where an employee is required to work additional hours to those set in accordance with clauses 2.4.2 and 2.4.3, the employee may be required temporarily to start and/or finish outside of those hours. These additional hours shall be paid at the ordinary rate of pay unless they are deemed to be overtime according to clause 2.7.
- 2.4.5 For every day or part day when an employee is required to attend and stay on an overnight school camp or trip they shall be paid up to 8 hours at ordinary time for hours required between 8 am and 6 pm and clause 2.7 shall not apply. In addition an overnight allowance is payable as per clause 5.5.

## **2.5 Variation of hours per week and/or weeks per year**

- 2.5.1 Except as provided for in clause 2.6, each time the hours of work and the weeks worked per year for employees are fixed by the employer, they shall be fixed by written advice to the employee for a minimum of twelve months. After consideration of clause 2.4.2 the employer shall give the employee not less than one month's written notice of any variation in hours of work and/or weeks to be worked, prior to this variation coming into effect. Except in exceptional circumstances (e.g. where an employee is absent on long term sick leave) this notice shall be given at such a time as to ensure it covers a period during which the employee is paid and at work.
- 2.5.2 Where the employer and employee agree, the hours of work and/or the weeks to be worked may be varied during the twelve month period.
- 2.5.3 Where the variation referred to in clause 2.5.1 above involves either a reduction or an increase in hours per week and/or weeks per year, the notice period is to allow time for discussions between the employer and employee about the following:
- (a) Reasons for the variation;
  - (b) Whether the variation can be avoided or lessened;
  - (c) In the case of a reduction in hours, whether that reduction can be absorbed by attrition;
  - (d) In the case of an increase in hours and/or weeks per year, whether that increase will create any difficulties for the employee;
  - (e) Whether in a reduction of hours there are alternative hours of work available in the school, with terms and conditions no less favourable. This may involve retraining;
  - (f) In the case of a reduction in hours of work, consultation on any amendments to the job description which will take into account the reduction in hours applicable to the employee.
- Any discussions during this period may involve others in the employee's team.
- 2.5.4 There may be occasions when, to meet a temporary demand or due to special circumstances, staff may be required to work additional hours. In these cases, clauses 2.4.3 and 2.5.1 shall not apply, provided that the employer will take into account the personal circumstances of the employee(s) prior to imposing a requirement to work additional hours. Such extra hours shall only apply for so long as the temporary demand or the special circumstances exist.

## **2.6 Variation of hours or weeks of work for employees employed for a fixed term pursuant to clause 2.3.3(a)(ii)**

2.6.1 A fixed term employee employed under clause 2.3.3(a)(ii) whose position is funded by an external funding agency other than the Ministry of Education may have their hours or weeks of work varied at the completion of each three month period from the date of appointment where that funding is varied by the external agency. No hours shall be reduced under this provision before a reduction in funding by the external agency takes effect. Notice is provided to the employee of the variation as soon as this is known by the employer. The notice periods otherwise provided in this agreement shall not apply.

2.6.2 Where the employer and the employee agree the hours of work and/or weeks to be worked may be varied during the three month period.

## **2.7 Overtime**

2.7.1 All time required by the employer to be worked in excess of 40 working hours or 8 hours per day or outside of Monday to Friday inclusive shall be deemed to be overtime. Computation shall be on a daily basis and payment for overtime shall be at time and a half or alternatively, by mutual agreement, time off in lieu may be taken.

## **2.8 Rest and meal breaks**

### **2.8.1 Meal Breaks**

No employee shall be required to work more than five hours without an uninterrupted break for a meal, such breaks to be not less than 30 minutes and no more than one hour in duration except where otherwise agreed.

### **2.8.2 Rest Breaks**

- (a) Employees shall be entitled to paid breaks in accordance with clauses 2.8.2(b) and 2.8.2(c) below.
- (b) Employees working 5 hours or more per day may, on any such day, take either:
  - (i) one 20 minute break in the morning; or
  - (ii) one 10 minute break in the morning and one 10 minute break in the afternoon.
- (c) The timing of the break(s) shall be such that it takes into account:
  - (i) that the operational needs of the school are not compromised; and
  - (ii) that the employee concerned is afforded a genuine break.
- (d) Employees working 2 hours or more but less than 5 hours per day are entitled to either one break of 10 minutes in the morning or one break of 10 minutes in the afternoon. The timing of the break shall be such that it takes into account:
  - (i) that the operational needs of the school are not compromised; and
  - (ii) that the employee concerned is afforded a genuine break.
- (e) Coffee, tea, sugar and milk shall be provided at all meal intervals and rest periods.

## Part 3 Remuneration

### 3.1 Executive Management Group

- 3.1.1 The minimum salary entry point is \$75,000 per annum for the term of this agreement.
- 3.1.2 Subject to clause 3.1.3 below, the employer may assign an individual to this Executive Management Group, by mutual agreement (for existing employees who already meet the criteria) or at the employer's sole discretion (for employees appointed on or after 27 June 2014).
- 3.1.3 The Executive Management Group is reserved for staff who:
- (i) are part of the Senior Management Team (SMT) of the school; and
  - (ii) have whole of school responsibility for functions such as Finance and /or Human Resources and/or Property; and
  - (iii) are employed for their specialist skills.
- 3.1.4 For the purposes of clause 3.1.3(i) the SMT is by definition the group within the management structure of the school which has whole of school oversight and responsibility to the Board of Trustees.

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

- 3.2.1 This agreement specifies minimum rates of pay.
- 3.2.2 The following pay scale will apply to all support staff except those in the Executive Management Group:

Step	Rates effective 30 March 2016		Rates effective 16 June 2017		Rates effective 16 June 2018		Grade ranges			
	Hourly	Annual	Hourly	Annual	Hourly	Annual				
1	\$15.68	\$32,700	\$15.93	\$33,223	\$16.12	\$33,622	Grade A			
2	\$16.42	\$34,248	\$16.68	\$34,796	\$16.88	\$35,214				
3	\$16.80	\$35,040	\$17.07	\$35,601	\$17.27	\$36,028				
4	\$17.18	\$35,824	\$17.45	\$36,397	\$17.66	\$36,834				
5	\$17.75	\$37,022	\$18.00	\$37,540	\$18.21	\$37,991	Grade B			
6	\$18.38	\$38,336	\$18.64	\$38,873	\$18.86	\$39,339				
7	\$18.98	\$39,587	\$19.25	\$40,141	\$19.48	\$40,623				
8	\$19.58	\$40,839	\$19.85	\$41,411	\$20.09	\$41,908				
9	\$20.16	\$42,048	\$20.44	\$42,637	\$20.69	\$43,148	Grade C			
10	\$20.96	\$43,717	\$21.21	\$44,242	\$21.42	\$44,684				
11	\$21.76	\$45,386	\$22.02	\$45,931	\$22.24	\$46,390				
12	\$22.56	\$47,054	\$22.83	\$47,619	\$23.06	\$48,095				
13	\$23.36	\$48,723	\$23.64	\$49,308	\$23.88	\$49,801	Grade D			
14	\$24.17	\$50,412	\$24.46	\$51,017	\$24.70	\$51,527				
Range of Rates	↓	↓	↓	↓	↓	↓				
15	\$32.97	\$68,766	\$33.33	\$69,522	\$33.67	\$70,218				

#### Notes:

- (i) An employee is paid either an hourly rate or an annual salary.
- (iii) An employee is paid the appropriate hourly rate listed, unless they are a 40 hour/week, 52 week/year employee, in which case they are paid the corresponding annual salary.
- (iii) To find the hourly rate for a 37.5 hour/week 52 week/year employee, divide the annual salary by 1,957.

- 3.2.3 The minimum step for an employee who is placed in Grade A shall be step 1. The maximum increment step, as a result of progression pursuant to clause 3.8.1, shall be step 4.
- 3.2.4 The minimum step for an employee who is placed in Grade B shall be step 4. The maximum increment step, as a result of progression pursuant to clause 3.8.1, shall be step 9.
- 3.2.5 The minimum step for an employee who is placed in Grade C shall be step 9. The maximum increment step, as a result of progression pursuant to clause 3.8.1, shall be step 14.
- 3.2.6 The minimum step for an employee who is placed in Grade D shall be step 14.

**3.3 Effective dates of increases to pay rates for grade A, grade B, grade C and grade D**

- 3.3.1 From 16 June 2017:
  - (i) employees paid on a printed hourly or annual salary rate shall be paid on the applicable rate based on their grade and step as outlined in clause 3.2.2.
  - (ii) employees paid within the Grade D range of rates will have their hourly rate or annual salary rate increased by 1.1%.
- 3.3.2 From 16 June 2018:
  - (i) employees paid on a printed hourly or annual salary rate shall be paid on the applicable rate based on their grade and step as outlined in clause 3.2.2.
  - (ii) employees paid within the Grade D range of rates will have their hourly rate or annual salary rate increased by 1.0%.
- 3.3.3 Employees whose hourly rate or annual salary rate, upon settlement or during the term of this collective agreement, exceeds the grade maximum shall retain that rate.
- 3.3.4 These increases are additional to, not a replacement for, increases granted pursuant to clause 3.8.1.

### 3.4 Position elements table

<b>Elements of the position:</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>
<b>Level of skill and knowledge</b>	The position requires basic skills and knowledge including communication, literacy, and the ability to interact and build relationships with other people.	The position also requires specific skills and knowledge relevant to the role.	Highly-developed skills and knowledge, relevant to the position, are required.	Advanced specialist skills and knowledge, relevant to the position, are required.
<b>Degree of problem-solving ability</b>	The position requires the ability to identify basic problems and take appropriate action.	The position requires the ability to identify and take appropriate action to solve intermediate level problems.	The position requires the ability to identify and resolve complex problems.	The position requires the use of specialist skills and knowledge to anticipate, identify and resolve complex problems.
<b>Degree of freedom to act independently</b>	The position involves following instructions and carrying out set duties and tasks within defined procedures.	The position allows a degree of initiative in carrying out duties and tasks within defined procedures.	The position allows for initiative and flexibility in carrying out duties and tasks, including implementing procedures and adapting these to suit particular situations.	The position also involves the development and maintenance of procedures and/or systems as required, as well as ensuring these are effective and followed appropriately.
<b>Degree of accountability</b>	As the position is likely to operate within defined parameters, there is minimal accountability associated with the position.	As the position involves some decision-making, within defined parameters, there is limited accountability associated with the position.	The position involves greater flexibility to make decisions which carry risk. Accountability in the position will therefore require such decisions to be explained and justified.	The position involves significant accountability and risk. There is expectation to report and justify decisions to the SMT and/or the Board.
<b>Level of supervision and/or management</b>	None.	The position occasionally involves supervision and/or oversight of others' work.	The position usually involves supervision and/or oversight of others' work.	The position will involve supervision of others' work and is likely to involve management of staff.

### **3.5 Job descriptions**

- 3.5.1 The employer will determine job descriptions and/or other written requirements for all positions.
- 3.5.2 Where a job description and/or written requirements for an existing position do not exist, the current employee will be consulted in determining a job description.
- 3.5.3 The job description and/or written requirements for the position will be reviewed as part of the annual appraisal under clause 3.8.1.
- 3.5.4 The job description and/or written requirements may be updated by the employer as required following consultation with the employee (at the time of annual appraisal or at any other time). Substantial changes to the job description and/or written requirements for the position may not be made until after the employer has consulted the employee and endeavoured to reach agreement.

#### Notes:

- (i) For the avoidance of doubt, changes to a job description and/or written requirements can be made at any time by agreement between the employer and the employee.
- (ii) A job description template is available in joint NZSTA/NZEI/Ministry of Education guidance.
- (iii) Clause 3.5.4 is not applicable when an employer undertakes a process under clauses 2.5 and/or 2.6.

### **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.
- 3.6.2 The employer will determine the grade for each position after considering the job description and/or any other written requirements of the position against the Position Elements Table in clause 3.4.
- 3.6.3 A position must be assessed by the employer, as either level 1, 2, 3 or 4 for each of the five position elements.
- 3.6.4 Descriptors of the levels for each position element are found in clause 3.4
- 3.6.5 Each position element shall be assessed by the employer at the level which most reflects the requirements of the position.
- 3.6.6 If all five of the position elements are assessed by the employer at the same level, then the grade of the position will be as follows:
  - (i) Level 1 – Grade A
  - (ii) Level 2 – Grade B
  - (iii) Level 3 – Grade C
  - (iv) Level 4 – Grade D
- 3.6.7 If one or more position elements are assessed by the employer at different levels, then the employer shall decide the grade of the position by assessing what grade most reflects the requirements of the position. The employer should do this using the joint NZSTA/NZEI/MoE best practice guidance or any other alternative adopted by the employer for this purpose.
- 3.6.8 Any employee employed for two or more distinct positions, will be placed in the appropriate grade for each position, as outlined in this clause.

### **3.7 Placement within a grade**

- 3.7.1 Employees may, upon appointment, be placed at any point within the appropriate upper and lower pay rate limits in the grade applicable to the position. Factors to be considered in deciding the actual starting rate include:
- (a) Previous relevant paid or unpaid work experience
  - (b) The level at which the employer has assessed each of the five position elements in the table in clause 3.4
  - (c) The level of te reo Māori and understanding of ngā tikanga Māori required for the position
  - (d) The ease or difficulty in recruiting and/or retaining the specific skills and/or experience required for the position.

### **3.8 Progression within grades**

- 3.8.1 Progression through steps within grades will be on an annual basis provided that the employee has met or exceeded standards of performance as assessed by the employer against the job description and/or written requirements for the position.
- 3.8.2 Where the employee is paid on the Grade D range of rates, the employer will review the employee's salary annually. This review, which is not required if the employee has reached the top of the range (i.e. the highest rate in the Grade), will be carried out after discussion with the employee.
- The employer will take into account whether the employee has met or exceeded standards of performance as assessed by the employer against the job description and/or written requirements of the position in reviewing the salary.
- Other factors which the employer will take into account are:
- (i) particular skills, qualifications, on the job experience and level of responsibility;
  - (ii) the ease or difficulty in recruiting and/or retaining the specific skills and/or experience required for the position;
  - (iii) whether the current salary level is commensurate with the duties required;
  - (iv) salary rates shall not be reduced by reason of the operation of the ranges of rates.
- 3.8.3 Where an employee wishes to have their salary review reconsidered they shall refer the matter to the Board of Trustees. The employee shall have the right to representation at any stage.

### **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 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.

### **3.10 Recognised qualifications**

- 3.10.1 Employees holding qualifications on the New Zealand Qualifications Framework that the employer, in discussion with the employee, agrees that the qualification is relevant to the employee's job description and current position shall be paid an allowance as follows:
- (a) Group One: level 4-5 qualifications and level 3 teacher aide qualifications - \$0.29 per hour, to a maximum of \$625 per annum.
  - (b) Group Two: level 6 qualifications - \$0.44 per hour, to a maximum of \$875 per annum.
  - (c) Group Three: level 7-8 qualifications - \$0.58 per hour, to a maximum of \$1,125 per annum.

Notes:

- (i) This includes those qualifications agreed to be an equivalent level by the New Zealand Qualifications Authority and the Ministry of Education verified He Tohu Matauranga.

- (ii) The effective date for payment of the allowance in clause 3.7.1 recognising qualifications that have been agreed at an equivalent level by the New Zealand Qualifications Authority (as per note 1. above) is from the date the employee lodged an application with the New Zealand Qualifications Authority.

- 3.10.2 Salaried employees shall receive the appropriate allowance of \$625, \$875 or \$1,125 as the case may be in fortnightly instalments, pro-rated for part-time employees.
- 3.10.3 Only one allowance shall be paid for a qualification that the employer agrees is relevant to the employee's position which shall be for the highest qualification held by the employee. Upon obtaining a higher recognised qualification that the employer agrees is relevant to the employee's position and job description, the employee shall become eligible for the higher payment.
- 3.10.4 Until 27 January 2012, employees were entitled to be paid a qualifications allowance as per provisions in the Support Staff in Schools Collective Agreement 10 December 2009 – 31 March 2011 as if those provisions were incorporated into this collective agreement.
- 3.10.5 Anyone eligible for a qualifications allowance under clause 3.10.4 will continue to be eligible for that allowance for as long as they remain employed by that employer in that position.

Note: A copy of the Recognised Qualifications provisions and the qualifications recognised under the provisions of Appendix A Support Staff in Schools Collective Agreement 10 December 2009 to 31 March 2011 can be found on the Ministry of Education website at <http://www.education.govt.nz/school/working-in-a-school/other-staff/support-staff/>.

### **3.11 Higher duties**

- 3.11.1 An employee who is required by the employer to substantially perform the duties and carry out the responsibilities of a higher graded position for five consecutive working days or more shall be granted a higher duties allowance.
- 3.11.2 The amount of the higher duties allowance will be an additional 5% on the employee's existing pay rate/salary (excluding allowances) for the period when the employee performs the duties and carries out the responsibilities of the higher graded position.
- 3.11.3 The allowance shall be paid from the first day of acting up, including the first five days.
- 3.11.4 The allowance shall be included in the employee's pay rate/salary in order to calculate the appropriate holiday pay for that employee.

### **3.12 Payment of employees**

- 3.12.1 An employee shall be paid the appropriate hourly or annual rate, according to the hours and/or weeks actually worked, as determined by the employer under clauses 2.4.2 and 2.4.3. An employer shall not be obliged to pay any employee:
  - (a) During periods when the school is not open for instruction of pupils unless the employee is specifically required to work during those periods; and/or
  - (b) During periods when the employee is specifically not required to work according to clause 2.5.1.

### **3.13 Method of payment**

- 3.13.1 Employees shall be paid fortnightly by direct credit to the employee's nominated bank account. However, individual employees may on religious or ethical grounds apply to the Board of Trustees to be paid by cheque.

### **3.14 Salarisation**

3.14.1 Where an employee is in paid employment for 52 weeks per year, nothing shall prevent mutual agreement being reached in writing between that employee and her/his employer to pay a remuneration package which incorporates allowances and/or overtime. Such an agreement will be signed by the employee and the employer and will clearly specify the individual elements of the remuneration package. This provision is intended to provide a mechanism to simplify the administration and operation of this collective agreement for schools and is not to disadvantage the employee in terms of her/his entitlements under this agreement.

### **3.15 Annualisation**

3.15.1 Annualisation is intended to provide a mechanism to enable employees to access regular payments throughout the year in circumstances where the employee's employment includes periods of time when that employee does not have paid work available with the employer (as per clause 3.12).

3.15.2 Annualisation means that the employee's earnings to be annualised, as described in clause 1.6.5, for a twelve month period shall be paid in fortnightly instalments throughout that twelve month period.

3.15.3 The following employees whose employment includes periods of time when that employee does not have paid work available with the employer may seek the agreement of their employer to have their annual earnings annualised:

- (a) Permanent employees; or
- (b) Employees on fixed term agreements of 12 months or more, provided the fixed term agreement spans the period from the start of a school year (or earlier) until the end of that school year (or later).

3.15.4 An employee who commences employment during the year will not have access to an annualisation agreement until the commencement of the next annualisation year.

3.15.5 An employee who agrees with their employer to have their earnings annualised, as described in clause 1.6.5, is not considered to be a salaried employee.

3.15.6 Any annualisation agreement between employee and employer is subject to the following:

- (a) An annualisation agreement must be in writing, be signed by the employer and employee and clearly detail the individual elements of that agreement.
- (b) An annualisation agreement must be recorded on the Employer/Employee Annualisation Agreement form, which requires the signature of the employee and the authorised representative of the employer, and must be submitted with the applicable Payroll Start of Year forms (due to Payroll centres by approximately 1 December each year).
- (c) Each annualisation agreement must commence from the start of the "annualisation year" on **31 January** and continue for the full twelve month period unless there is agreement to discontinue the arrangement.
- (d) If the employee's regular hours of work changes and/or the employee's pay rate changes a new Employer/Employee Annualisation Agreement form must be completed, signed by the employer and employee and forwarded to Payroll.
- (e) At the beginning of term two, or if the employee believes there is a discrepancy in the calculation, the employer and employee shall meet to review the agreement to ensure that both parties are satisfied that the annualisation calculation is accurate and to ensure that any variations have been addressed.
- (f) The employer and employee will meet to discuss whether they agree to continue the annualisation agreement for the following year, prior to any renewal of the arrangements.
- (g) A new annualisation agreement between the employer and employee, as per clause 3.15.6 (a) to (c) above must be completed to renew the arrangement.

- (h) If the process as per clause 3.15.6 (a) to (c) is not followed the employee's pay will not be annualised for the following year.
- 3.15.7 Calculation and payment of annualised fortnightly rate
- (a) The annualised fortnightly rate shall be calculated by dividing the total weeks the employee shall be employed inclusive of annual leave, public holidays and additional paid leave as described in clause 1.6.5 by 52.1428 (365 days) weeks, or 52.2857 (366 days) weeks in a leap year, and multiplying the resulting value by the "Actual Weekly Hours" as described in clause 1.6.4 when paying each fortnightly pay.
- (b) Payment shall be made for each day of the fortnight that falls within the annualised year defined in 3.15.6(c) or the next available pay day for any part fortnight at the commencement or end of the annualised year defined in 3.15.6(c).
- 3.15.8 Maintenance of records and recorded rates
- (a) The employer must ensure that they record the employee's actual daily hours as well as the annualised hours per week (see Employer/Employee Annualisation Agreement form).
- (b) At the start of the annualisation year, or when annualisation is recalculated as per clause 3.15.6(d), the employee shall be provided with a written record of the calculation by which those earnings have been annualised. The record must specify how any allowances have been incorporated in the annualised fortnightly rate.
- 3.15.9 Where an employee is absent on sick leave or domestic leave, he/she shall be paid for those days at the annualised fortnightly rate, provided that he/she has an entitlement to payment for those days under clause 6.5 or 6.6 of this collective agreement.
- 3.15.10 Where an employee works hours over and above the hours that have been included in the annualisation calculation, those additional hours shall be paid as per clause 3.12.1, in addition to the employee's annualised weekly pay, in the next available pay period.
- 3.15.11 Where the employee works overtime as per clause 2.7, those hours shall be paid at the overtime rate calculated on the basis of the actual hourly rate (unless the employer and employee have mutually agreed that the time in lieu provision shall apply).
- 3.15.12 Any time worked on a public holiday shall be paid in accordance with clause 6.1.7 and shall be calculated on the basis of the actual hours normally worked on that public holiday, and shall be paid in the next available pay period.
- 3.15.13 An employee will continue to be paid at the annualised fortnightly rate for up to two consecutive weeks of authorised leave without pay provided that:
- (a) where an employee has continued to be paid for a period of up to two consecutive weeks of authorised leave without pay, the employer will deduct the resulting monies owed to the employer from the employee in the next available pay.
- (b) where an employee's period of leave without pay is either unauthorised or is authorised but for a period greater than two weeks the employer will notify the employee that annualisation agreement will be discontinued.
- (c) Where the annualisation agreement is discontinued a reconciliation payment of any monies owed will be calculated and this will be paid on the next succeeding regular pay day. If and when the employee returns to work, he/she shall be paid at his/her actual hourly rate for the remainder of the annualisation year. The employer and employee may mutually agree to return to an annualisation agreement from the commencement of the next annualisation year.
- 3.15.14 Where an employee's employment terminates during a period of annualisation (as per clause 9.1), the employer shall provide the employee with two weeks written notice of any monies owed/owing as follows:
- (a) The final pay shall either:
- (i) include payment to the employee of all remuneration to which he/she was entitled for the period worked from the commencement of the annualisation year until the final day of work; or

- (ii) enable the employer to recover any amount owed to the employer as a result of the annualisation process during the period worked from the commencement of the annualisation year.
- (b) The notice outlining the sum of monies owed/owing shall include a transparent description of the calculation used to establish that sum.

## **Part 4 Training and Professional Development**

### **4.1 Training**

- 4.1.1 When new technology is introduced to the workplace for use by the employee, appropriate training should be provided as a matter of course.
- 4.1.2 Employees are entitled to ongoing training in recognition of the importance of keeping up with changing work patterns and technology. No employee shall be required to undertake training outside of work hours. Where it is agreed that training is both necessary and available only outside of work hours, the employee shall be given full pay or equivalent time off for the period of such training.

### **4.2 Professional development**

- 4.2.1 The parties agree that ongoing professional development is an important component of the provision of quality support services within schools. Further the parties acknowledge that the provision of quality support services is aided by appropriately qualified staff.
- 4.2.2 Both the employer and employee are responsible for discussing and identifying appropriate professional development opportunities. This should occur on at least a 12 monthly basis and where possible be linked to the annual appraisal process.
- 4.2.3 Subject to clause 4.2.6, a Board may require an employee covered by this agreement to attend professional development opportunities for up to five days in each calendar year. The identification of such opportunities is likely to arise from the process referred to in clause 4.2.2.
- 4.2.4 The most appropriate opportunities may be in term time or during term breaks, and may be during the employee's normal working hours or outside those hours. When considering such opportunities, the employer will give every reasonable regard to the employee's external responsibilities and commitments.
- 4.2.5 Where an employee considers that she/he is not being provided with an appropriate professional development opportunity through the process referred to in clause 4.2.2, the employee may apply to the Board of Trustees to have her/his attendance at a particular course approved and reimbursed in accordance with this clause. Such approval will be at the discretion of the Board of Trustees based on the principles expressed in clause 4.2.
- 4.2.6 Where professional development occurs outside of work hours or on a day not normally worked, the employee shall receive full pay for the time spent at the course, including reasonable travelling time, for a maximum of eight hours per day. In addition the course costs and reasonable expenses shall be met by the Board. A minimum of four weeks' notice of any such course will be given to the employee.
- 4.2.7 Where the professional development occurs on a day or days the employee would normally work, the employee will be entitled to have course costs and reasonable expenses paid by the employer in addition to normal wages for the day. Where the course length, including reasonable travelling time, exceeds the hours normally worked on the day, those additional hours shall also be on full pay to a maximum of eight.
- 4.2.8 Where the employer requires the employee to use their own vehicle, reasonable expenses shall include mileage payments as per clause 5.1.
- 4.2.9 The overtime provisions in this agreement shall not apply to the time spent on professional development.

## **Part 5 Expenses and Allowances**

### **5.1 Motor vehicle allowance**

- 5.1.1 Employees required by their employer to use their own vehicles for school business shall be paid an allowance of \$0.58 per kilometre.

### **5.2 Protective clothing**

- 5.2.1 All employees required by their employer to wear protective clothing shall be provided with appropriate garments. The garments will be laundered at the employer's expense. The clothing shall remain the property of the employer and shall be returned promptly where the employee ceases employment with the employer.
- 5.2.2 Where employees, in the course of their employment are expected to work in swimming pools assisting children with special needs, the employer shall meet the cost of swimwear up to a maximum of \$75.00 per year upon production of receipts.

### **5.3 First aid allowance**

- 5.3.1 Where an employee (excluding a nurse aide or a nurse) holds a current first aid certificate or recognised nursing qualification and is a designated first aider in the school, such an employee shall be paid an allowance of \$0.35 per hour. The employer shall meet the cost (up to a maximum of \$160.00) of obtaining and renewing a first aid certificate from a recognised provider for a designated first aider.

### **5.4 Dirty work allowance**

- 5.4.1 Where an employee is required to clean up a student soiled with vomit, excreta, urine or blood (other than blood associated with minor cuts and abrasions and minor nose bleeds) in the course of her/his duties, she/he shall be paid an allowance of \$3.85 per day or part thereof.
- 5.4.2 Where an employee is required to clean up a student soiled with other forms of body fluids, the allowance shall be payable at the employer's discretion.
- 5.4.3 This allowance shall be payable for no more than one attendance to such duties per day.

### **5.5 Overnight allowance**

- 5.5.1 For any school camp or trip where an employee (other than a full time 52 week salaried employee) is required to attend and stay overnight, an allowance of \$65 per night shall be paid. By mutual agreement, time in lieu may be substituted for this overnight allowance.
- 5.5.2 Full time employees employed on a salary paid at entitlement rate for all weeks of the year who are required to stay overnight shall receive an overnight allowance of \$20 per night.

### **5.6 Meal allowance**

- 5.6.1 An employee who has been directed to work not less than two hours overtime and who has had to buy a meal which would not otherwise have been bought, shall either be provided with a suitable meal by the employer or shall be paid a meal allowance of \$12.85.

## Part 6 Holidays

### 6.1 Public holidays

- 6.1.1 The Holidays Act 2003 shall apply except where otherwise provided.
- (a) The following days shall be observed as public holidays and paid in accordance with the provisions set out below:
- Christmas Day
  - Boxing Day
  - New Year's Day
  - The day after New Year's Day
  - Waitangi Day
  - Good Friday
  - Easter Monday
  - Anzac Day
  - Sovereign's Birthday
  - Labour Day
  - Anniversary Day (as observed in the locality concerned).
- (b) In addition to the public holidays listed in clause 6.1.1(a) all staff shall be entitled to observe Easter Tuesday as an additional paid holiday. Support staff previously on the Administrative scale, who were on 28 June 2015, entitled to observe the day after Boxing Day as an additional paid holiday, shall continue to have that entitlement, subject to clause 6.1.1(c).
- (c) Employees, for whom clause 6.3.7 applies, shall no longer have the entitlements specified in clause 6.1.1(b).
- 6.1.2 In the event of a public holiday falling on a Saturday or Sunday, such holiday shall be observed on the following Monday, and in the event of another holiday falling on that Monday then the whole holiday shall be observed on the succeeding Tuesday. For clarity this does not apply to the day after Boxing Day.
- 6.1.3 Other than as provided in clause 6.1.5 below, employees shall be paid for the public holidays listed in clause 6.1.1(a) above on the basis of the hours they would normally work on the day of the week on which the public holiday is observed. For clarity, public holidays which are observed during a term break shall be paid provided that the employee:
- (a) During term time normally works on the day of the week on which the public holiday is observed; and
- (b) Is in continuous employment which extends beyond that term break.
- 6.1.4 An employee whose employment is terminated (including expiry of a fixed term agreement) but whose final date of work is notionally extended by any annual leave holiday entitlement (in accordance with s40 of the Holidays Act 2003) to include a public holiday falling on a day normally worked (including during a term break), would receive the relevant daily pay for that day.
- 6.1.5 With regard to Christmas Day, Boxing Day, New Year's Day and the day after New Year's Day, these shall be paid public holidays for all employees who are employed within ten working days of the last day the school is open for instruction in an academic year. Provided that this shall also apply where the employee's employment ceases due to termination of the delivery of the curriculum to a particular student or students and this occurs within one month prior to the last day the school is open for instruction in an academic year. Payment for these public holidays will be on the basis that the employee:
- (a) During term time normally works on the day of the week on which the public holiday is observed; and
- (b) Is in continuous employment which extends beyond the particular period during which the school is not open for instruction.

- 6.1.6 Except as provided under clauses 6.1.3 and 6.1.4 above, it is not intended that an employee specifically on leave without pay would be eligible for a paid public holiday. Provided that an employee who has applied for and been granted a period of leave without pay which spans a term break shall not be entitled to payment for any public holiday which is observed within that term break.
- 6.1.7 An employee who is required to work on a public holiday shall be paid at the rate of time and one half of their relevant daily pay for all time worked and shall be entitled to a paid day in lieu to be taken at a subsequent mutually agreed date.
- 6.1.8 Notwithstanding the above, staff on the previous Administrative scale as at 28 June 2015, shall also be entitled to continue to observe the day after Boxing Day as an additional paid holiday provided that they are not employees to whom clause 6.3.7 applies.

## **6.2 Service for leave purposes**

- 6.2.1 Except as provided in clause 6.2.5 below, 'continuous service' for leave purposes shall mean the aggregate of the employee's employment with any state or integrated school.
- 6.2.2 'Continuous service' shall not be broken by
- (a) any period of leave with pay; or
  - (b) any period of approved leave without pay of up to 12 months; or
  - (c) a break in employment (including between employers) of less than 3 months.
- 6.2.3 'Continuous service' for a fixed term employee shall not be broken by
- (a) a break of 20 consecutive working days or less between engagements; or
  - (b) any period when the school is closed for instruction; or
  - (c) absence on approved sick leave.
- 6.2.4 For the purposes of leave aggregation under clauses 6.2.1 to 6.2.3 above any break between engagements, or any period of leave without pay, in excess of 20 consecutive working days will interrupt but not break (except as provided under clauses 6.2.2 or 6.2.3 above) service. Parental leave will, however, count as service as provided for under s43 of the Parental Leave and Employment Protection Act 1987.
- 6.2.5 All service or continuous service accumulated after 1 March 1995 shall be calculated on the basis set out in clauses 6.2.1 to 6.2.4 above. Those employees who were party to the Support Staff in Schools Collective Employment Contract which applied prior to 1 March 1995 retain all service or continuous service which they had accumulated prior to 1 March 1995.

## **6.3 Annual leave**

- 6.3.1 All annual leave shall be taken at a time in which the school is officially closed for instruction (unless there is, or has been, agreement to do otherwise).
- 6.3.2 All employees are entitled, based on their current continuous service (as defined in clause 6.2) and to the leave provisions contained in clauses 6.3.5 or 6.3.6 or 6.3.7. No employee shall be covered by more than one of these three clauses at any point in time.
- 6.3.3 For the purposes of annual leave, a 'week' of leave for an employee is based on her/his ordinary working week.
- 6.3.4 Holiday pay will be paid in the employee's fortnightly cycle as per clause 3.13.1. An employee can elect the option of having her/his holiday pay paid as a lump sum prior to taking annual leave by giving her/his employer two weeks' notice.
- 6.3.5 For all employees

- (a) All employees shall be entitled to four weeks' annual leave in addition to public holidays and additional paid holidays provided for in clause 6.1.1(a).
- (b) Where the employee commences employment with an employer after the beginning of the school year the employer shall, in that first year, pay to the employee, when they take leave at the end of the school year, an amount equal to 8% of gross earnings for the period worked for that employer during that school year, less any annual leave payment made in advance by that employer.
- (c) Where an employee's employment terminates before the end of the school year annual leave shall be paid in accordance with the Holidays Act 2003.

6.3.6 For employees who have completed five years' current continuous service in a state or integrated school

- (a) Upon completion of five years' current continuous service (as defined in clause 6.2) in a state or integrated school employees shall for the sixth and subsequent years be entitled to accrue 4.6 weeks' of annual leave in addition to public holidays and the additional paid holidays described in clause 6.1.1(b).
- (b) Where the employee commences employment with an employer after the beginning of the school year, the employer shall pay to the employee an amount equal to 9.2% of gross earnings for the period worked for that employer during that school year, less any annual leave payment made in advance by that employer.
- (c) Where an employee's employment is terminated before the end of the school year, annual leave shall be paid in accordance with the Holidays Act 2003, except that holiday pay shall be calculated on the basis of annual leave entitlements provided for in clause 6.3.5(b).

6.3.7 For employees who have completed ten years current continuous service in a state or integrated school

- (a) Upon completion of ten years current continuous service (as defined in clause 6.2) in a state or integrated school employees shall for the eleventh and subsequent years be entitled to accrue five weeks of annual leave in addition to public holidays and the additional paid holidays described in clause 6.1.1(b) subject to clauses 6.3.7(b) and (c) below.
- (b) Employees entitled to five weeks' annual leave under this clause, shall no longer be entitled to the day after Boxing Day (where provided for in the collective agreement) and Easter Tuesday as additional paid holidays (as outlined in clause 6.1.1(b)). Notwithstanding clause 6.3.1, employees agree to take the day after Boxing Day and Easter Tuesday as paid annual leave days.
- (c) Where the employee commences employment with an employer after the beginning of the school year, the employer shall pay an amount equal to 10% of gross earnings for the period worked during that school year for that employer, less any annual leave payment made in advance by that employer.
- (d) Where an employee's employment is terminated before the end of the school year, annual leave shall be paid in accordance with the Holidays Act 2003, except that holiday pay shall be calculated on the basis of annual leave entitlements provided for in clause 6.3.6(b).

**6.4 Long service leave**

- 6.4.1 Except where an employee has long service leave entitlement under clause 1.5.1, an employee shall on the completion of 25 years' continuous service be granted four weeks' long service leave with pay.

**6.5 Sick leave**

- 6.5.1 The employer shall grant sick leave on pay in accordance with the following provisions.

- 6.5.2 An employee is entitled to 7 days' sick leave for each year in addition to any sick leave accumulated at the date of this agreement except where an employee's working days are

less than 5 days per working week in which case their annual entitlement shall be 6 days instead of 7.

- 6.5.3 The provisions of this clause regulate the application of paid sick leave under clause 6.5:
- (a) Sick leave is to be paid in respect of actual working days but excluding any public holiday.
  - (b) Sick leave shall be accumulated. It may not be anticipated except where the employer and the employee agree.
  - (c) An employee shall produce a medical certificate or other evidence of their illness of him or her for absences exceeding three days if required to do so by the employer.
  - (d) The employee must inform the employer of the intention to take sick leave as early as possible before they are due to start work or, if not practical, as early as possible after that time.

## **6.6 Domestic leave**

- 6.6.1 The employer shall grant the employee leave on pay as a charge against their sick leave entitlement when the employee is absent from work to attend to a person who is dependent on the employee for care. This shall not preclude the employer from granting additional leave in accordance with clause 6.10 below.
- 6.6.2 Approval is not to be given for absence during or in connection with the birth of an employee's child. Such situations should be covered by leave without pay.
- 6.6.3 The production of a medical certificate or other evidence of illness may be required.

## **6.7 Bereavement leave/tangihanga leave**

- 6.7.1 An employee shall be granted bereavement/tangihanga leave on pay to allow a reasonable opportunity for the employee to discharge his or her obligations and/or to pay his or her respects to a deceased person with whom they have had a close association. The entitlement to this leave extends to the death of any members of the employee's family, or person who, because of particular cultural requirements on the employee, he or she is obliged to attend to as a part of a tangihanga or its equivalent.
- 6.7.2 In exercising its discretion to grant this leave, and in fixing the length of leave the employer must discharge its obligations in a culturally sensitive manner taking into account the following:
- (a) The closeness of the association between the employee and the deceased
  - (b) The responsibilities of the employee for any or all of the arrangements for the ceremonies resulting from the death
  - (c) The amount of time needed properly to discharge any responsibilities or obligations by an employee
  - (d) Reasonable travelling time, provided that the employer need not take into account total travelling time where an employee must attend a funeral overseas. However, any decision regarding the length of bereavement leave will be no less than the minimum amounts set out by s70 Holidays Act 2003.

### **Notes:**

- (i) The minimum entitlement prescribed in the Holidays Act 2003 for a bereavement on the death of the employee's spouse, parent, child, brother or sister, grandparent, grandchild or spouse's parent is three days' paid leave.
  - (ii) The minimum entitlement prescribed in the Holidays Act 2003 for a bereavement on the death of any other person where obligations such as those in clause 6.7.1 exist is one day.
- 6.7.3 The employer's decision on this leave and the length of such leave will be made as quickly as possible so that the employee is given maximum time possible to make any arrangements necessary. In most cases the necessary approval will be given immediately,

but may be given retrospectively where necessary. If paid leave is not appropriate then leave without pay shall be granted, but as a last resort.

**6.7.4 Bereavement while absent on leave**

- (a) Where an employee is absent on annual leave and a bereavement occurs the employer shall be notified and will determine the number of days of bereavement leave to be granted in accordance with clause 6.7.2 above. The days shall replace the annual leave
- (b) If bereavement leave is sought while an employee is absent on sick leave or any other leave with pay, the employer may agree to such leave being interrupted and bereavement leave being granted in its place.
- (c) The above provisions will not apply if the employee is on leave without pay.

6.7.5 Payment of bereavement leave will be an amount that is equivalent to the employee's relevant daily pay for each day of bereavement taken by the employee that would otherwise be a working day for the employee.

**6.8 Parental leave**

6.8.1 Parental leave shall be allowed in accordance with the requirements and provisions of the Parental Leave and Employment Protection Act 1987. The following provisions are by way of summary of the Act. Further details are available at <http://employment.govt.nz/er/> or free phone 0800 20 90 20.

6.8.2 This Act provides that on written application an employee shall be entitled to unpaid parental leave provided that:

- (a) the employee has worked for the same employer for the immediately preceding 6 months before the expected date of delivery or the date of adoption; and
- (b) the employee has worked at least 10 hours per week during that period.

6.8.3 Parental Leave is:

- (a) maternity leave of up to 14 weeks;
- (b) special leave of up to 10 days;
- (c) paternity leave of up to 2 weeks; and
- (d) extended leave of up to 52 weeks.

6.8.4 On returning from parental leave the employee is entitled to resume work in the same or similar position to the one they occupied at the time of commencing parental leave.

**6.9 Jury service**

6.9.1 The employer will grant leave with pay when an employee is required to serve on a jury provided that all fees for service are reimbursed to the employer.

**6.10 Other leave**

6.10.1 An employer may, at its discretion, grant an employee special leave with or without pay on such terms and conditions as it may approve

## **Part 7 Other Working Conditions**

### **7.1 Sexual harassment statement**

- 7.1.1 The parties to this agreement consider sexual harassment in the workplace is not acceptable and attention is drawn to Part 12.

### **7.2 Health and safety**

- 7.2.1 Attention is drawn to the provisions of the Health and Safety in Employment Act 1992, the Health and Safety in Employment Amendment Act 2002, the Ministry of Education Code of Practice for State Primary, Composite and Secondary Schools 1993 and any amendment or any other relevant legislation or code subsequently introduced.

### **7.3 Security**

- 7.3.1 Boards shall take all practical steps to ensure the safety of employees especially when employees undertake banking duties and work in isolated areas on the school site.
- 7.3.2 Boards shall ensure that all employees have the opportunity to be fully involved in the development of procedures as specified in clause 7.3.1.

### **7.4 Immunisation**

- 7.4.1 The parties agree in principle that responsibility for pre-exposure immunisation of employees rests with employers who should accept responsibility for safety in the workplace, advised as necessary by health officials.
- 7.4.2 In situations where employees may be at significantly increased risk of acquiring hepatitis B or similar diseases because of the nature of their job, the situation shall be assessed on an individual basis to decide if immunisation would be appropriate. Immunisation will be provided by the employer if appropriate.
- 7.4.3 In all situations where there is a risk of infection of the kind envisaged in clause 7.4.2, it shall be the duty of the employer to require safe working practices on the part of the employee and to ensure appropriate hygiene practices to reduce such risk to a minimum, whether or not immunisation is considered advisable.

### **7.5 Technology**

- 7.5.1 The employer shall recognise its responsibility for the protection of the health and safety of employees operating electronic technology, and shall comply with the latest protective guidelines contained in the Department of Labour, Occupational Safety and Health Service Approved Code of Practice on Visual Display Units (1995) or any other relevant visual display units code subsequently introduced and agrees to apply this any time visual display units are used by employees.
- 7.5.2 When an employer is considering the introduction of new technology the employees likely to be affected will be fully consulted. The employees are entitled to representation of their choice throughout the process.

- 7.5.3 The minimum requirements for the placement and use of photocopiers and multilith machines are:
- (a) access/ventilation space required on all sides of unit;
  - (b) employees shall not be seated within four metres of the machine;
  - (c) the machine should not in any circumstances be sited in a room of volume less than 4.5m<sup>3</sup>;
  - (d) large machines are to be located in a separate room specifically for the purpose with adequate mechanical ventilation;
  - (e) where photocopiers are located in open plan offices every effort shall be made to minimise excessive heat and noise.
- The employer shall comply with any relevant code of practice subsequently introduced.

## **7.6 Eye tests/visual display units**

- 7.6.1 Any permanent employee whose weekly hours of work set under clause 2.4.2 are not less than 20 per week and who works on a VDU for at least 50% of their normal working time shall be entitled to an eye test biennially or as required at the employer's expense. If the test discloses that prescription lenses are required for the normal viewing distance of a VDU, or that an eyesight problem has been created or worsened by a VDU, then the actual and reasonable cost of single vision spectacle lenses will be met by the employer. The employer will also meet the actual and reasonable cost of spectacle frames where the employee requires lenses for the first time.
- 7.6.2 If the employee chooses contact lenses the employer will meet the costs only up to the level required to be met under clause 7.6.1.
- 7.6.3 Employees who work continuously at VDU terminals will be provided with relief by variations in work, or by regular breaks of 10 minutes in every hour.
- 7.6.4 Pregnant VDU operators - while current scientific evidence supports the view that there are no adverse health effects or associated risks for pregnant women, the employer will make every effort to accommodate requests for alternative duties during the period of pregnancy. Employees who are temporarily redeployed for this reason should not be disadvantaged in relation to either pay or conditions of employment.

## **Part 8 Complaints and Discipline**

### **8.1 General**

8.1.1 The following principles shall be used in addressing complaints against employees and matters of discipline to ensure that such matters can in the interests of the parties be fully and fairly addressed. Many complaints will be able to be resolved by discussion between the principal and the employee concerned without the need to take the matter any further. Boards should, wherever appropriate, seek to resolve complaints in this manner in the first instance. Questions of conduct and/or discipline should be handled in a manner which as far as possible protects the mana and dignity of the employee concerned. Employees may seek whānau, family, professional and/or NZEI Te Riu Roa or Service and Food Workers Union support in relation to such matters.

### **8.2 Ngā Kōrero Me Ngā Tikanga**

8.2.1 Me tuku reta atu ki te kaimahi hei whakamā rama atu i nga raruraru kua puta noa. Mehemea he pai ki te kaimahi rāua tahi ko tona tumuaki, e āhei ana ki te whakahaere tonutia ngā whakaritenga i raro i ngā tikanga Māori.

8.2.2 Anei ra ētahi momo tikanga hei kōwhiringa mā rātou:

- (a) he huihuinga kei te marae;
- (b) he whakawhiti kōrero kanohi ki te kanohi;
- (c) ka hui mai te whānau hei tuarā mō te katoa; ā
- (d) ka hui mai ngā kaumātua kuia hei arahi hei tohutohu i ā rātou katoa.

8.2.3 Mēnā ka whakaaetia te kaimahi rāua ko tōna tumuaki ō rāua kaihautū rānei, kia oti pai ai te kaupapa, mā rāua mā ngā kaihautu rānei e hainatia ngā whakaaetanga i tūhia. Makaia atu tētahi kape o ngā whakaaetanga nei ki te kōnae o te kaimahi.

8.2.4 He māmā noa iho ēnei whakawhiringa mehemea hiahia ana tētahi taha kia waiho tārewa ake ngā tikanga Māori kia huri ke ia ki ētahi (te katoa rānei) o nga whakaritenga, arā 8.2.1 me 8.2.2 e whāi ake nei. Engari, mehemea ka huri kē atu i ngā tikanga Māori, ehara tērā i te tino raruraru kia oti hē rawa ngā whakaritenga katoa. Ina hoki ka tahuri mai tētahi taha ki ēnei ki 8.2.1 me 8.2.2 i raro nei, me tuhituhi hei whakamārama ki tērā atu taha.

### **8.3 Discussions in a Māori context**

8.3.1 The employee must be advised in writing of the specific matter(s) causing concern. The employee and employer may, depending on the nature of the complaint, agree to attempt to deal with a complaint by it being heard in a Māori context and manner.

8.3.2 A Māori context and manner relates to the following:

- (a) meetings can be held on marae;
- (b) there is face to face engagement;
- (c) there can be whānau support for all involved; and
- (d) guidance and advice is often provided by kaumātua and kuia for all involved.

8.3.3 Should the employee and employer, or their representatives on their behalf, agree to a resolution of the matter then this shall be recorded in writing and signed by both parties and/or their representatives on their behalf. A copy of the agreement will be placed on the employee's personal file.

8.3.4 This is a discretionary option and either party may withdraw at any time, and nothing in this section prevents the employer or the employee deciding at any time that any or all of the procedures in clauses 8.3.1 and/or 8.3.2 will be used. Where either party decides to withdraw from this process such a decision will not of itself give rise to any claim of procedural deficiency or unfairness. The decision to withdraw from this process and/or for the employer to use any or all the procedures in clauses 8.3.1 and/or 8.3.2 will be notified in writing to the other party.

#### **8.4 Discipline and dismissal**

- 8.4.1 The following principles are to be followed when dealing with disciplinary matters:
- (a) The employee must be advised of the right to request representation at any stage.
  - (b) The employee must be advised in writing of the specific matter(s) causing concern and be given a reasonable opportunity to provide an explanation. Before making a final decision the employer may need to make further inquiries in order to be satisfied as to the facts of the specific matter(s) causing concern.
  - (c) The employee must be advised of any corrective action required to amend their conduct and given a reasonable opportunity to do so.
  - (d) If the offence is sufficiently serious an employee is to be placed on suspension with or without pay pending further inquiry under clause 8.4.1(b) above
  - (e) The process and any disciplinary action are to be recorded, sighted and signed by the employee, and placed on their personal file.
  - (f) The provisions in Part 12 explain the processes available under the Employment Relations Act 2000 to any employee aggrieved by any action of their employer taken under these provisions.
- 8.4.2 Nothing in clause 8.4.1 prevents instant dismissal without notice in the case of serious misconduct.

## **Part 9 Termination and Abandonment of Employment and Record of Service**

### **9.1 Termination of employment**

- 9.1.1 Unless otherwise agreed between the employer and the employee and except as provided in clause 9.1.2, termination of employment shall be by one month's notice by either the employee or the employer, to the other party; except in cases of serious misconduct which may warrant instant dismissal.
- 9.1.2 Where an employee is appointed for a fixed term pursuant to clause 2.3.3(a)(ii), and the date of the specified event is unknown at the time of appointment, the employee shall have their employment terminated on the occurrence of that specified event. The employer is required to give at least two weeks' notice of termination of employment.

### **9.2 Abandonment of employment**

- 9.2.1 Where an employee is absent from work for a continuous period exceeding three days without the consent of the employer and without good cause or without notification to the employer they shall be deemed to have terminated their employment.

### **9.3 Record of service**

- 9.3.1 Each employee on leaving or being discharged from her/his employment shall, on request, be given as soon as practicable, a certificate in writing signed by the employer and stating the position held and the length of service.

## **Part 10 Employment Protection, Surplus Staffing and School Merger Provisions**

### **10.1 Employment protection provisions**

- 10.1.1 'Restructuring' is given the same definition as in section 69OI of the Employment Relations Act 2000 and includes:
- (a) Contracting out; or
  - (b) Selling or transferring the employer's business (or part of it) to another person; but excludes mergers (in the case of mergers clause 10.3 will apply).
- 10.1.2 Where work undertaken by an employee covered by this Agreement will be, or is likely to be, undertaken by a new employer (whether or not the new employer is an "employer" defined in clause 1.6.3) the employer will notify the National Office of the union(s) where one or more of the employees affected by the restructuring is a member of the union(s). In such circumstances the employer will meet with representative(s) of the union(s) to:
- (a) Identify the issues the employee(s) wish to have considered by the new employer;
  - (b) Ensure that all current terms and conditions of employment of the employee(s) are accurately recorded; and
  - (c) Determine the process by which communications to/from the employee(s) will be conducted.
- 10.1.3 The employer will encourage the new employer to agree to the involvement of the union(s) in the processes described in clauses 10.1.4 and 10.1.5 below.
- 10.1.4 Having completed the process described in clause 10.1.2 above, the employer will meet with the new employer to:
- (a) provide the new employer with details of the work currently performed by the employees concerned together with details of the terms and conditions of their employment; and
  - (b) seek a proposal for the employment of the affected employees by the new employer, including clarification of the terms and conditions upon which those employees would be offered employment by the new employer.
- 10.1.5 The following shall be matters for clarification under clause 10.1.4(b) and again should be read in conjunction with the surplus staffing provisions of this collective agreement.
- (a) the number and type of positions that may be offered by the new employer to employees affected by the restructuring;
  - (b) the terms and conditions of employment to be offered to those employees (including whether the employees will transfer to the new employer on the same terms and conditions of employment);
  - (c) the arrangements, if required, for the transfer of any accrued benefits and entitlements in relation to those employees;
  - (d) the arrangements, if required, for when and how offers of employment are to be made to the affected employees and the mode of acceptance, including whether any offers of employment made by the new employer will be conveyed through the representatives of the union(s).
- 10.1.6 The notice provisions of the surplus staffing provisions shall apply as described in clauses 10.2.3 and 10.2.4 below.
- 10.1.7 The process to be followed at the time of the restructuring to determine what entitlements, if any, are available for employees who do not transfer to the new employer are set out in clause 0 below. This clause as a whole shall be read in conjunction with those provisions.
- 10.1.8 Clause 10.1 shall be read in conjunction with clause 0.

## **10.2 Surplus staffing provisions**

- 10.2.1 The following provisions shall not apply to any fixed term employee (see clause 2.3.3). The provision in relation to staff affected by a merger of two or more schools are set out under clause 10.3 and any provisions in clause 0 will only apply where they are specifically provided for in clause 10.3.
- 10.2.2 A surplus staffing situation may arise when the work undertaken by the employee ceases to exist. This may be the result of the restructuring of the whole or any part of the employer's operations because of, for example:
- (a) the reorganisation or review of work;
  - (b) a change in plant (or like cause) relevant to the individual employee's employment; or
  - (c) change of status or closure of the school, or the sale or transfer of all or part of the school.
- 10.2.3 The employer shall, at least one month prior to issuing notice of termination, advise any affected employee(s) of the possibility of a surplus staffing situation within an occupational category in the school.
- 10.2.4 The period of notice is to allow time for discussion between the employer and the employee(s) of the reasons for the possible surplus staffing situation and to determine whether this surplus can be absorbed by attrition. The employer shall consider whether or not it is able to offer an alternative position within the school with terms and conditions that are no less favourable, which may also entail on the job retraining.
- 10.2.5 If the required number of positions cannot be achieved through attrition (refer clause 10.2.4) and a surplus staffing situation still exists, all available positions in the occupational category will be internally advertised and appointments made from existing employees in that category. Where there is only one position in the identified occupational category in which the surplus exists identification of the position shall be automatic.
- 10.2.6 Employees who are not appointed or who are identified as surplus in terms of clause 10.2.5 above shall be given a minimum of one month's written notice of termination of employment provided as for in clause 9.1. Except in exceptional circumstances (e.g. long-term sick leave), or as agreed with the employee, this notice shall be given at such a time as to ensure it covers a period of a full month during which the employee is paid and at work.
- 10.2.7 During the notice of termination period both the employer and the employee shall make reasonable efforts to locate alternative employment for the employee. The employer will provide reasonable paid time to attend interviews, where prior approval will not be unreasonably withheld.
- 10.2.8 In the event that a reasonable offer of employment in the education or state service is made the employer's responsibilities under these provisions shall be fulfilled.
- 10.2.9 For the purposes of clause 10.2.8 a reasonable offer of employment shall constitute an offer of employment that:
- (a) is in the same location or within reasonable commuting distance;
  - (b) has comparable duties and responsibilities; and
  - (c) has terms and conditions that are no less favourable;
  - (d) providing the employment being offered is available to be taken up by the employee prior to or at the conclusion of the notice of termination period.
- 10.2.10 If the offer of employment referred to in clause 10.2.9 is not a reasonable offer by reason only that it is not available to be taken up by the employee before or at the conclusion of the notice period, the employer may extend the notice period until such time as the position is available to be taken up by the employee; and under these circumstances the offer shall be deemed to be reasonable. The employer must first ensure that in granting such extended notice that this complies with any funding arrangement applying to the school.

- 10.2.11 In the event of a school closure, the employee may be made an offer of employment prior to the disestablishment of the position at another state or integrated school. Where this is an offer of employment to a lower graded position or a position at a lower hourly / salary rate than that previously held, the employee shall be entitled to an equalisation allowance calculated in accordance with clause 10.3.10(f). Where this is an offer of employment to a position with reduced hours to that previously held, the employee shall be entitled to a partial redundancy payment calculated in accordance with clause 10.3.10(g). Where the employee accepts such an offer the employer of the closing school's responsibilities under clause 10.2.12 below shall be fulfilled. Where the employee does not accept such an offer the provisions of clause 10.2.12 shall apply.
- 10.2.12 Except as provided under clause 10.2.11 above, where a reasonable offer of employment is not made before the expiry of the notice of termination period the employee will be entitled to redundancy pay calculated as follows:
- (a) 6 weeks' pay for the first year of service and two weeks' pay for every subsequent year or part thereof to a maximum of 30 weeks' pay in total.
- Notes:
- (i) This is calculated on current gross weekly earnings as at the last day of service or on average gross weekly earnings over the previous 12 months service whichever is the greater.
- (ii) An employee with less than one year's service shall receive a pro-rata payment.
- (iii) For the purposes of the redundancy calculation the definition of service is the same as that for continuous service defined in clauses 6.2.1 to 6.2.4 above provided that no period of service that ended with the employee receiving a redundancy or severance payment shall be counted as service.
- (b) All holiday pay and wages owing.
- 10.2.13 A work reference or record of service shall be provided on the employee's request.

### **10.3 Staffing merger provisions**

- 10.3.1 The purposes of these provisions are to:
- (a) Provide a staffing merger process that facilitates a fair and orderly transition;
- (b) Ensure an appropriate structure is in place to enable the merged school to function efficiently and effectively;
- (c) Ensure that as many employees as possible currently employed in a merging school are re-assigned or re-confirmed to positions in the merged school;
- (d) Ensure that employees of the merging schools who are not reconfirmed or reassigned to positions in the merged school have access to redundancy compensation in a fair and timely manner.
- 10.3.2 "Merging schools" includes the merging school(s) and the continuing school before the date of merger; and "merged school" is the continuing school from the date of merger.
- 10.3.3 "Employee" shall mean a permanent employee of one of the merging schools who falls within the coverage clause of this Agreement.
- 10.3.4 Employment Protection
- (a) Actual vacancies that arise at the schools involved in a merger or the merged school, from the earlier of the announcement of a staff review or Gazette notices shall be filled with temporary appointments. However, if operational needs require, the employer may determine, in consultation with the union, that any such position may be made permanent. This moratorium applies until the completion of the reconfirmation/reassignment process and notice period, except as provided elsewhere in clause 10.3.
- (b) Throughout the staffing merger process the employer shall attempt to meet any reduction required by the use of attrition.
- (c) Throughout the staffing merger process no support staff position at the merged school shall be externally advertised until the reconfirmation and reassignment processes described in clauses 10.3.9 and 10.3.10 respectively have been finalised.

#### 10.3.5 Needs Analysis

- (a) The needs analysis is the process that designs the staffing structure for the merged school. This process will be conducted by representatives of all the boards involved in the merger (the joint schools' committee or merger committee).
- (b) This committee shall conduct a needs analysis in consultation with employees and the union.
- (c) The needs analysis shall:
  - (i) identify the future support staff structure and needs of the merged school; and
  - (ii) ensure that the required staff roles have been clearly defined in terms of occupational category and appropriate grade.
- (d) As a result of the consultation process, a draft 'staffing plan' shall be developed and made available to each employee, and to the nominee(s) of the NZEI Te Riu Roa, for further consultation.
- (e) No less than ten working days shall be made available for this consultation to occur before any further step is taken, unless otherwise agreed.  
Note: The parties agree that it is desirable to have the same number of days as the teachers in the affected school.
- (f) If, as a result of consultation, there are alterations to this draft, the amended versions shall also be made available for a further three working days.
- (g) When the final staffing structure is announced, the employer shall invite all employees to express a preference (or preferences) in writing, for a position (or positions) at the merged school. Where this announcement identifies the possibility of a position or positions being disestablished, any affected employee(s) shall be given one month's written notice of a possible surplus staffing situation within her/his occupational category in the school. This period of notice must be allowed before notice of termination, as described in clause 10.3.11(a) of this clause, may be given.
- (h) Employees shall have at least one calendar week's notice of the closing date for expressions of interest in the position(s) at the merged school.

#### 10.3.6 Appointments Process

- (a) The boards involved in the merger may agree on a Joint Appointments Committee or use the committee referred to in 10.3.5(a) above (hereafter referred to as the Committee). The Committee should be responsible for managing the reconfirmation and reassignment process for all staff.
- (b) The principal of the merged school, once appointed, should be included on the Committee.

#### 10.3.7 Voluntary Option

- (a) Following the publication of the final staffing structure, the employer board shall invite written expressions of interest in the option of voluntary redundancy. Subject to the employee completing the required period of notice (two months, or less by mutual agreement) an employee whose application for voluntary redundancy is accepted shall receive her/his full entitlement to redundancy pay as prescribed by clause 10.2.12 (Surplus Staffing) of the Agreement.
- (b) An employee may continue to volunteer for this option without prejudice or withdraw from it at any point in the staffing merger process, providing the employer has not already accepted the application in writing. No letter of acceptance will be issued without the agreement of the Committee.
- (c) The employer shall not be bound to agree to any application for voluntary redundancy.

#### 10.3.8 Appointment/Selection Process

- (a) For the purpose of clauses 10.3.9, 10.3.10 and 10.3.11 below:
  - (i) 'Reconfirmation' shall mean the process whereby employees are transferred to suitable positions at the re-organised school.
  - (ii) A 'suitable position' is one which has similar duties and/or for which the applicant is appropriately qualified and experienced or could become so with reasonable access to re-training. The new position shall have the same or a higher grading.
  - (iii) 'Reassignment' shall mean the process that applies to functionally equivalent positions.

- (iv) 'Functionally equivalent' shall mean positions which are generally similar in role, duties and status and which require similar qualifications, training, skills and experience but may have different titles.
- (v) 'Merit' means the most suitable person and primarily includes assessment of qualifications, training, skills and experience.

#### 10.3.9 Reconfirmation

- (a) The employer shall reconfirm (as defined in clause 10.3.8(a)(i) above) employees to suitable positions at the merged school.
- (b) An employee may be reconfirmed to her/his preferred position or, subject to her/his agreement, to a position for which she/he is appropriately qualified and experienced.
- (c) Where there are two or more employees eligible for re-confirmation to a single position, the employer shall reconfirm the most suitable candidate(s) based on merit.
- (d) Where a permanent employee is reconfirmed, this must be into a position of at least the same hours. Provided that where an employee accepts redeployment to a position with reduced hours in a situation where a position with at least the same hours is not available, that employee will be entitled to a partial redundancy payment.
- (e) Partial redundancy will be calculated on the basis of applying the redundancy pay formula described in clause 10.2.12 (Surplus Staffing) of this agreement to the total number of reduced hours as set out under clause 2.4.2 (Hours of Work) of this Agreement. This total shall be paid as an allowance over the number of weeks of entitlement. Should the employee's hours increase over this period the allowance will be reduced or removed accordingly.

#### 10.3.10 Re-assignment to Functionally Equivalent Positions

- (a) Following completion of the reconfirmation process, the employer may reassign an employee, who has not been reconfirmed in accordance with clause 10.3.9, to a suitable position at the merged school.
- (b) Subject to the provisions in this section, if an employee expresses a preference for a position that is functionally equivalent (as defined under 10.3.8(a)(iv) above) to her/his current position, and she/he is the only suitably qualified and experienced employee for that position, she/he shall be reassigned to that position.
- (c) An employee may be reassigned to her/his preferred position or, subject to the agreement of the employee, to a position for which she/he is appropriately qualified and experienced.
- (d) Where there are more employees in positions that are functionally equivalent than there are such positions at the merged school, the employer shall seek internal applications for the position(s) from those employees and shall appoint the most suitable candidate(s) based upon merit.
- (e) An employee who is not appointed to a functionally equivalent position at the merged school may be reassigned to any vacant position for which she/he is suitable, or could become suitable with access to re-training, provided the terms and conditions are no less favourable and the duties and responsibilities are comparable.
- (f) An employee who accepts reassignment to a position assessed as being at a lower grade and/or offering a lower hourly rate/salary rate will be entitled to an equalization allowance for a period of one year from the date on which the reassignment takes effect. The equalisation allowance will be calculated on the basis of the difference between the hourly rate/salary rate paid to the employee prior to reassignment and that paid for the position to which she/he has been reassigned. Should the position be upgraded, or a higher graded position obtained during the 12 month period, the allowance would be reduced accordingly or removed.
- (g) An employee who accepts reassignment to a position with reduced hours will be entitled to a partial redundancy payment. Partial redundancy will be calculated on the basis of applying the redundancy pay formula described in clause 10.2.12 (Surplus Staffing) of this Agreement to the total number of reduced hours, as set under clause 2.4.2 (Hours of Work) of this Agreement. This total shall be paid as an allowance over the number of weeks of entitlement. Should the employee's hours increase over this period it will be reduced or removed accordingly.

- (h) An employee who does not wish to accept reassignment to a position with less favourable terms and/or conditions will be deemed to have had her/his position disestablished. The provisions of clause 10.3.11 below will apply to any such employee.

#### 10.3.11 Notice and Disestablishment of Positions

- (a) Any employee who is not reconfirmed or reassigned as per clauses 10.3.9 and 10.3.10 above will be deemed to have had their position disestablished and will be given written notice of termination advising of the date that the notice will take effect. This notice period will be a minimum of one month.
- (b) If, during the two-month notice period, a suitable permanent position arises at the merged school the employee may seek appointment to that position and, if she/he is suitably qualified and experienced, she/he shall be appointed to that position.
- (c) During the notice period the employer will provide reasonable paid time for the employee to attend interviews.
- (d) Clauses 10.2.7 - 10.2.10 (Surplus Staffing) shall apply in relation to the notice period. These provisions emphasise the responsibilities in relation to securing alternative employment on the employer and employee. Where a reasonable offer of employment, as defined in clauses 10.2.8 and 10.2.9, is made in the education or state service, the employer has no further obligation in relation to redundancy payments. Scope exists to co-ordinate the notice period and availability of the new position.
- (e) If at the completion of the notice period alternative employment is not found in accordance with clause 10.3.9 and 10.3.10, or clauses 10.2.7 and 10.2.8 (Surplus Staffing) of this Agreement, the employee will receive redundancy and a work reference or record of service in accordance with clauses 10.2.12 and 10.2.13 (Surplus Staffing) of this Agreement.

## **Part 11 Union Related Rights**

### **11.1 Access**

11.1.1 A representative of either union party to this agreement shall be entitled to enter at all reasonable times upon the premises for purposes related to the employment of its members or for purposes related to the union's business or both. The representative shall enter at a reasonable time and in a reasonable way and comply with existing safety, health and security procedures and requirements applying in respect of the school.

### **11.2 Deductions**

11.2.1 The employer shall deduct union dues from those employees who are bound by this Agreement and who have given the employer written authority to make such a deduction. The employer shall retain an administration fee of 2.5%. The employer shall remit such deductions to the appropriate union at mutually accepted intervals of not more than three months.

### **11.3 Paid union meetings**

11.3.1 The employer must allow every union member employed by the employer to attend at least two union meetings (each of a maximum of two hours' duration) in each calendar year.

11.3.2 The union must give the employer at least 14 days' notice of the date and time of any union meeting to be held.

11.3.3 The union must make such arrangements with the employer as may be necessary to ensure that the school remains open for instruction during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the school to remain open for instruction.

11.3.4 Work must resume as soon as practicable after the meeting, but the employer is not obliged to pay any union member for a period longer than two hours in respect of any meeting.

11.3.5 An employer must allow a union member employed by the employer to attend a union meeting under this clause on ordinary pay to the extent that the employee would otherwise be working for the employer during the meeting.

11.3.6 For the purposes of clause 11.3.5 the union must:

- (a) supply to the employer a list of members who attended the union meeting; and
- (b) advise the employer of the duration of the meeting.

## Part 12 Employment Relationship Problems

### 12.1 What is an employment relationship problem?

It is a problem between employee and employer. For example, it might be a personal grievance or a dispute about a provision in an employment agreement.

### 12.2 Resolving an employment relationship problem

The employee and employer should first make a reasonable effort to discuss the problem and settle it by mutual agreement. (If it's a personal grievance, it **must** first be raised with the employer and **within 90 days** - Personal Grievances are explained further below).

An employee (or employer) has the right to be represented at any stage.

When a problem arises, union members should contact their local NZEI Te Riu Roa field officer or Service and Food Workers' Union organiser for advice and representation.

Employers should contact New Zealand School Trustees Association or other adviser/representative of choice.

### 12.3 Personal Grievances

A personal grievance is a particular type of employment relationship problem that normally must be raised with the employer within 90 days of the grievance arising.

An employee may have a personal grievance where:

- They have been dismissed without good reason, or the dismissal was not carried out properly.
- They have been treated unfairly.
- Their employment or a condition of their employment has been affected to their disadvantage by an unjustified action of their employer.
- They have experienced sexual or racial harassment, or have been discriminated against because of their involvement in a union or other employee organisation, or have suffered duress over membership or non-membership of a union or other employee organisation.
- They have been discriminated against in terms of the prohibited grounds of discrimination under the Human Rights Act 1993.

Note: The full meaning of the terms personal grievance, discrimination, sexual harassment, racial harassment, and duress, shall be the meaning given by sections 103 to 110 inclusive of the Employment Relations Act 2000 only.

For ease of access these are available at:

<http://www.legislation.govt.nz/act/public/2000/0024/latest/DLM60322.html>.

### 12.4 Services Available

To help resolve employment relationship problems, the Ministry of Business, Innovation and Employment (MBIE) provides:

- **An information service**  
This is free. It is available by contacting MBIE or by phoning toll free 0800 20 90 20. MBIE's Employment Relations Service internet address is <http://employment.govt.nz/er/> and can be contacted by e-mail at [info@ers.dol.govt.nz](mailto:info@ers.dol.govt.nz).
- **Mediation Service**  
The Mediation Service is a free and independent service available through MBIE. This service helps to resolve employment relationship problems and generally to promote the smooth conduct of employment relationships. Mediation is a mutual problem solving process, with the aim of reaching an agreement, assisted by an independent third party. If the parties can't reach a settlement they can ask the mediator, in writing, to make a final and binding decision. A settlement reached through mediation and signed by the mediator at the request of the parties is final, binding and enforceable. Neither party can then take the matter

any further and either party can be made to comply with the agreed settlement by court order.

If the problem is unresolved through mediation either party may apply to have the matter dealt with by the Employment Relations Authority.

- ***The Employment Relations Authority***

This Authority is an investigative body that operates in an informal way. It looks into the facts and makes a decision on the merits of the case and not on the legal technicalities.

Either an employer or an employee can refer an unresolved employment relationship problem to the Authority by filing the appropriate forms.

The Authority may call evidence, hold investigative meetings, or interview anyone involved. It can direct the parties to try mediation. If mediation is unsuitable or has not resolved the problem, the Authority will make a decision that is binding on all parties. Any party can contest the Authority's decision through the Employment Court.

*Note:* All employment relationship problems, including personal grievances and any disputes about the interpretation or application of this agreement, must be resolved under Parts 9 and 10 of the Employment Relations Act 2000 -

<http://www.legislation.govt.nz/>

## Part 13 Terms of Settlement

### Terms of Settlement – Support Staff in Schools’ Collective Agreement and the Kaiarahi i te Reo, Therapists’, ATSSD and Special Education Assistants’ Collective Agreement

Dated 16 June 2017

This document sets out the agreed components of the settlement of the Support Staff in Schools’ Collective Agreement 2017-2019 and the Kaiarahi i te Reo, Therapists’, ATSSD and Special Education Assistants’ Collective Agreement (2017-2019). This agreement has been settled between the Secretary for Education, the New Zealand Educational Institute Te Riu Roa (NZEI Te Riu Roa) and the E tū Union (E tū) and shall be subject to ratification by NZEI Te Riu Roa members and E tū members pursuant to section 51 of the Employment Relations Act 2000.

The document comprises both the following elements of the settlement and attachments which provide specific clauses/changes to the provisions of the collective agreement. Full details of each provision are contained in this Terms of Settlement, including attachments.

#### 1. Term

The term will be 25 months from the date the Terms of Settlement are signed, provided ratification is confirmed and the new Support Staff in Schools’ Collective Agreement (SSSCA) and the new Kaiarahi i te Reo, Therapists’, ATSSD and Special Education Assistants’ Collective Agreement (KRCA) are signed by 22 August 2017.

In the event ratification is not confirmed and the new collectives are not signed by 22 August 2017, the term will be 25 months from the date the new collective agreements are signed.

#### 2. Remuneration

The parties agree to the following remuneration increases:

##### a. With effect from the date the Terms of Settlement are signed:

- Increase the SSSCA printed rates:  
For Grade A by a further 1.6%  
For Grade B by a further 1.4%  
For Grade C by a further 1.2%  
For Grade D by a further 1.1%
- Increase the remuneration of those employees within the Range of Rates by a further 1.1%

##### b. 12 months from the date the Terms of Settlement are signed:

- Increase the SSSCA printed rates:  
For Grade A by a further 1.2%  
For Grade B by a further 1.2%  
For Grade C by a further 1.0%  
For Grade D by a further 1.0%
- Increase the remuneration of those employees within the Range of Rates by a further 1.0%

Refer to **Appendix A** for scales and rates

##### a. With effect from the date the Terms of Settlement are signed:

- Increase the KRCA printed rates by 1.3% on signing

##### b. 12 months from the date the Terms of Settlement are signed:

- Increase the KRCA printed rates by a further 1.0%

Refer to **Appendix B** for scales and rates

The effective date of these increases is subject to the confirmation of ratification and the signing of the new SSSCA and the new KRCA by 22 August 2017. In the event ratification is not confirmed and the new collectives are not signed by 22 August 2017 the increases outlined above will apply from the date the new collective agreements are signed.

**3. Pay Equity**

The parties and NZSTA will participate in a pay equity process covering the work of teachers' aides. This process will follow the Government's recently announced principles for addressing pay equity claims, together with further details agreed between the parties which will form the Terms of Reference for this process.

The Terms of reference will be agreed within one month of signing the Terms of Settlement and participation in the pay equity process will commence from the date these Terms of Reference are agreed.

*Refer to **Appendix C** for Terms of Reference*

**4. Establishment of the Support Staff Joint Forum**

The parties have agreed to establish a Joint Forum to operate during the term of the Support Staff in Schools' and Kaiarahi i te Reo, Therapists', ATSSD and Special Education Assistants' Collective Agreements.

- a. The purpose of the Joint Forum is to enable the parties to continue to progress work on issues of mutual concern through a MoE/NZEI/NZSTA Joint Forum to be convened by NZSTA.
- b. The core aims are to:
  - a. Develop career pathways for school support staff both in their own schools, and in the context of Kāhui Ako (Communities of Learning)
  - b. Investigate, develop, and promote access to and recognition of quality assured qualifications for school support staff.
  - c. Engage with the relevant Industry Training Organisation to explore, develop and recognise on job and off job qualification, relevant to career pathways for support staff.
  - d. Develop and promote guidance on professional development opportunities which support the emerging career pathways both in communities of learning and their own schools.
  - e. Investigate and assess aspects of the ongoing operation of the current remuneration system.
  - f. Enable, by agreement, other relevant matters of mutual interest and concern to be discussed and progressed.
- c. The Forum will also specifically:
  - i. Review and develop NZSTA's draft proposed guidelines on the operation of cl.2.5 Variation of Hours
  - ii. Review and agree how to progress the outstanding recommendations (to be agreed) from previous reports (MoE/NZEI Support Staff Workstream Report and "Collectively Making Resources Count" report);

*Refer to **Appendix D** for detailed Terms of Reference for the Joint Forum*

**5. Qualifications Allowance**

With effect from the date the new collectives are signed, the parties agree to increase the maximum value of each qualifications allowance for qualifications on the New Zealand Qualifications Framework by \$125, as follows:

- (a) Group One: from \$500 to \$625
- (b) Group Two: from \$750 to \$875
- (c) Group Three: from \$1,000 to \$1,125

*Refer to **Appendix E** for detailed clause wording*

**6. Annualisation**

The parties agree to adopt text to replace the current wording in clauses 3.15.1 to 3.15.3 of the SSSCA, to become operative from the 2018 school year, subject to confirmation by the parties by 30 June 2017 that the provisions will work as intended.

*The revised wording of clauses 3.15.1 to 3.15.3 is attached as **Appendix F**.*

**7. Additional Elements Joint Work**

The Ministry, NZSTA and NZEI Te Riu Roa will continue to work closely together on finalising entitlements and payouts for the staff covered by the provisions of the SSSCA 2011-13 clause 4.11/Appendix B.

**8. Technical Changes**

The parties agree to make all mutually agreed technical changes to the Agreement.

The parties on signing this document acknowledge, subject to any subsequent agreed editorial and technical changes, that this reflects the agreements reached in the settlement of the Support Staff in Schools' Collective Agreement 2017-2019 and the Kaiarahi i te Reo, Therapists', ATSSD and Special Education Assistants' Collective Agreement (2017-2019).

Signed in Wellington on 16 June 2017

Alexandra Davies  
Advocate  
for NZEI Te Riu Roa

Jill Ovens  
Advocate  
for E tū

Nick Kyrke-Smith  
Advocate  
for the Secretary for Education

Witnessed:

Rob Gold  
for the New Zealand Schools Trustees Association

**Appendix A - Support Staff in Schools' Collective Agreement Pay Scale and Rates**

Step	Rates effective 2016		Rates effective from the date the Terms of Settlement are signed		Rates effective 12 months from the date the Terms of Settlement are signed		Grade ranges			
	Hourly	Annual	Hourly	Annual	Hourly	Annual				
1	\$15.68	\$32,700	\$15.93	\$33,223	\$16.12	\$33,622	Grade A			
2	\$16.42	\$34,248	\$16.68	\$34,796	\$16.88	\$35,214				
3	\$16.80	\$35,040	\$17.07	\$35,601	\$17.27	\$36,028				
4	\$17.18	\$35,824	\$17.45	\$36,397	\$17.66	\$36,834	Grade B			
5	\$17.75	\$37,022	\$18.00	\$37,540	\$18.21	\$37,991				
6	\$18.38	\$38,336	\$18.64	\$38,873	\$18.86	\$39,339				
7	\$18.98	\$39,587	\$19.25	\$40,141	\$19.48	\$40,623				
8	\$19.58	\$40,839	\$19.85	\$41,411	\$20.09	\$41,908				
9	\$20.16	\$42,048	\$20.44	\$42,637	\$20.69	\$43,148	Grade C			
10	\$20.96	\$43,717	\$21.21	\$44,242	\$21.42	\$44,684				
11	\$21.76	\$45,386	\$22.02	\$45,931	\$22.24	\$46,390				
12	\$22.56	\$47,054	\$22.83	\$47,619	\$23.06	\$48,095	Grade D			
13	\$23.36	\$48,723	\$23.64	\$49,308	\$23.88	\$49,801				
14	\$24.17	\$50,412	\$24.46	\$51,017	\$24.70	\$51,527				
Range of Rates	↓	↓	↓	↓	↓	↓				
15	\$32.97	\$68,766	\$33.33	\$69,522	\$33.67	\$70,218				

**Appendix B - Kaiarahi i te Reo, Therapists', ATSSD and Special Education Assistants' Collective Agreement Pay Scales and Rates**

**Kaiarahi i te Reo**

<b>Step</b>	<b>Rates effective 2016</b>	<b>Rates effective from the date the Terms of Settlement are signed</b>	<b>Rates effective 12 months from the date the Terms of Settlement are signed</b>
1	\$33,925	\$ 34,366	\$ 34,710
2	\$34,826	\$ 35,279	\$ 35,632
3	\$35,725	\$ 36,189	\$ 36,551
4	\$36,479	\$ 36,953	\$ 37,323
5	\$37,195	\$ 37,679	\$ 38,055
6	\$38,152	\$ 38,648	\$ 39,034
7	\$40,095	\$ 40,616	\$ 41,022
8	\$41,096	\$ 41,630	\$ 42,047
9	\$42,098	\$ 42,645	\$ 43,072
10	\$43,185	\$ 43,746	\$ 44,184
11	\$44,135	\$ 44,709	\$ 45,156
12	\$45,201	\$ 45,789	\$ 46,246
13	\$46,195	\$ 46,796	\$ 47,263
14	\$48,268	\$ 48,895	\$ 49,384
15	\$49,423	\$ 50,065	\$ 50,566

**Therapists**

<b>Step</b>	<b>Rates effective 2016</b>	<b>Rates effective from the date the Terms of Settlement are signed</b>	<b>Rates effective 12 months from the date the Terms of Settlement are signed</b>
1	\$47,569	\$ 48,187	\$ 48,669
2	\$50,195	\$ 50,848	\$ 51,356
3	\$52,762	\$ 53,448	\$ 53,982
4	\$55,356	\$ 56,076	\$ 56,636
5	\$58,085	\$ 58,840	\$ 59,429
6	\$60,712	\$ 61,501	\$ 62,116
7	\$63,315	\$ 64,138	\$ 64,779
8	\$66,085	\$ 66,944	\$ 67,614
9	\$68,712	\$ 69,605	\$ 70,301
10	\$71,356	\$ 72,284	\$ 73,006
11	\$74,589	\$ 75,559	\$ 76,314
12	\$77,603	\$ 78,612	\$ 79,398

**ATSSD**

<b>Step</b>	<b>Rates effective 2016</b>	<b>Rates effective from the date the Terms of Settlement are signed</b>	<b>Rates effective 12 months from the date the Terms of Settlement are signed</b>
1	\$32,257	\$ 32,676	\$ 33,003
2	\$33,130	\$ 33,561	\$ 33,896
3	\$34,007	\$ 34,449	\$ 34,794
4	\$34,692	\$ 35,143	\$ 35,494
5	\$35,380	\$ 35,840	\$ 36,198
6	\$36,316	\$ 36,788	\$ 37,156
7	\$37,255	\$ 37,739	\$ 38,117
8	\$38,193	\$ 38,690	\$ 39,076
9	\$38,274	\$ 38,772	\$ 39,159
10	\$40,097	\$ 40,618	\$ 41,024
11	\$41,062	\$ 41,596	\$ 42,012
12	\$42,029	\$ 42,575	\$ 43,001
13	\$42,994	\$ 43,553	\$ 43,988
14	\$43,961	\$ 44,532	\$ 44,978
15	\$44,927	\$ 45,511	\$ 45,966
16	\$45,978	\$ 46,576	\$ 47,041
17	\$47,029	\$ 47,640	\$ 48,117

**Special Education Assistants**

<b>Step</b>	<b>Rates effective 2016</b>	<b>Rates effective from the date the Terms of Settlement are signed</b>	<b>Rates effective 12 months from the date the Terms of Settlement are signed</b>
1	\$31,807	\$ 32,220	\$ 32,543
2	\$32,738	\$ 33,164	\$ 33,495

## Appendix C - Pay Equity for Teacher Aides

### Terms of Reference

#### Ministry of Education/NZEI Te Riu Roa (NZEI) Terms of Reference for NZEI Teacher Aide Pay Equity Claim

##### Parties

The parties to these Terms of Reference are the Ministry of Education (Ministry), NZEI Te Riu Roa (NZEI), E tū, and the New Zealand School Trustees Association (NZSTA).

##### Context

As part of the settlement of the Support Staff in Schools' Collective Agreement 2017-2019, the parties agreed to participate in a pay equity process covering the work of teacher aides.

This agreement is further to an exchange of letters between the State Services Commission (SSC), and the Council Trade Unions (NZCTU) in January/February 2017, and subsequent Terms of Reference agreed between the SSC and CTU "Addressing Identified Pay Equity Claims in the State Sector", dated 9 May 2017.

The parties have agreed to progress the claim by applying the Government approved principles for addressing pay equity claims, supplemented by the further details on the process for this claim set out in these Terms of Reference.

##### Work Programme and Timelines

The parties have agreed to adopt an indicative work programme and timeline for this claim (Annexe 1) which is aspirational in nature, and which will be reviewed at identified checkpoints, to confirm or vary the expectations on the time required to complete future work, based on experience to date.

##### Scope

The Ministry and NZEI agree that the claim is for teacher aides and those doing the same or similar work. The designation "teacher aide" is long-standing in schools and potentially covers a number of different roles with a range of work and responsibilities decided at the employer level. Accordingly the parties have agreed to investigate and further define the scope of the claim [**Defining the range of roles within scope of the claim**] in Annex 1 refers.

This will require an environmental scan of current existing role information held by employers, to be achieved by surveying employers in the first instance.

This process will inform the later interview design process, by identifying indicative roles present across the sector, and will inform the number of interviews required for each identified role.

##### Merit

The parties agree that merit in terms of the Principles will be discussed during the period to mid-October 2017 following an analysis and discussion of information provided by NZEI in the first instance.

The parties may agree at any time during the discussion of merit, and the process of defining the range of roles within scope of the claim, that this claim will not continue in respect of any group of employees or roles(s).

The parties also agree that the initial determination of merit of the pay equity claim for teacher aides is one of "merit to proceed". The **Assessing the claim** process [Steps 4 to 9 of Annexe 1] will then enable consideration of the pay equity claim (ie the assessment of work and comparable work, and remuneration and comparable remuneration and reward) before the Ministry determines whether it agrees there is in fact gender-based systemic historical and continuing undervaluation of the work and before the parties discuss whether any adjustment in remuneration is needed as a result of the assessment of the claim.

## **Assessing the Claim**

There are six broad steps involved in assessing the claim.

- **Consider undervaluation**  
This step will involve consideration of evidence to be provided by NZEI of both historical and continuing undervaluation.
- **Thorough assessment of work covered by claim**  
This will require the development of template Job Descriptions (JDs), based on the conduct and analysis of interviews of a statistically valid sample of employees/the person(s) who directs the employee's daily work/their direct reports and principals/Board Chairs for each identified role. The parties may agree that others should be interviewed as appropriate.  
  
The interview process will ensure that primary, secondary, intermediate, decile, geographic and grade factors are all able to be considered in the assessment process.
- **Matching employees to newly specified roles**  
It is intended that employers will consider and confirm applicable role(s) for all staff in scope, and inform the Ministry accordingly.
- **Assessing the roles**  
This will require the parties to agree the detail of the assessment process, and to apply it to the JD templates developed from the previous steps. The end result will be a set of newly defined, assessed roles.
- **Comparator process**  
The parties will identify and agree comparators, and the Ministry will approach the comparator organisations to seek to gain agreement to participate/provide comparator JDs.  
  
Comparator role holders will be interviewed. The end result will be a template JD in the same format/level of specificity of that of the teacher aide JD, approved as accurate by the comparator employer.  
  
The comparator job content will be assessed, using the same assessment process as used for the teacher aide JDs.
- **Remuneration analysis and comparisons**  
The reasons behind and basis for the remuneration and other terms and conditions of employment of the comparator(s) will be thoroughly examined.  
  
A report will be produced which will draw conclusions and recommendations. This report will inform bargaining for settlement.

## **Bargaining for Settlement**

The parties will bargain in good faith to settle the pay equity claim, informed by the above report. The parties to the bargaining will endeavour to ensure that bargaining is not delayed unnecessarily and is conducted in an efficient and constructive manner.

## **Indicative Timeline**

The indicative timeline is attached as Annex 1.

## **Management of the process**

The parties commit to a constructive, efficient and effective process and will meet as agreed to review progress.

The parties will meet at the agreed check-points mid-October and the week of 18 to 22 December 2017, and by 31 March and 31 May 2018, to review progress and agree to any necessary variances to the indicative timeline.

In the event of a disagreement, the parties acknowledge that dispute resolution processes are available, including mediation through the Employment Relations Service or the Ministry of Business, Innovation and Employment, or a mediator agreed by the parties. If mediation is unsuccessful, the parties may agree to progress dispute resolution through the Employment Relations Authority.

The parties note that unions ultimately reserve the right to revert back to the legal process under existing law.

### **Communications**

The parties recognise the importance of preserving the integrity of the Principles pending legislation and agree to manage communications while working through a pay equity claim accordingly, and specifically:

- During negotiation of the pay equity claim each party's communications will comply with the principles of good faith and the provisions of the ERA. Each party will recognise the right of the other to communicate with members or employees via normal channels of communication.
- At the end of each pay equity meeting, parties will agree key messages for any internal and external communications.
- Approaches from the media regarding a pay equity claim may require either party to respond within short timeframes. In this situation parties will use best endeavours to maintain a 'no surprises' approach.

Dated this 17<sup>th</sup> day of July 2017

Signed:

Nick Kyrke-Smith  
for Secretary for Education

Alexandra Davies  
for General Secretary NZEI Te Riu Roa

Paul Tolich  
for General Secretary E tū

Rob Gold  
for Chief Executive NZ School Trustees Association

**Annex 1 - Support Staff in Schools – teacher aides pay equity claim - high level process and aspirational indicative timetable**

		<b>Estimated Completion for step</b>
<b>Step</b>	<b>Principle</b>	<b>Timeframe</b>
<b>Raising a claim</b> <i>Principles 1 and 2</i>		
<b>1. Unions to clarify scope of claim</b> <ul style="list-style-type: none"> <li>NZEI to confirm description of work/ range of employees covered by claim</li> <li>Agree scope of claim with NZEI</li> <li>Agree ToR</li> </ul>	1, 2	Terms of Settlement require the Terms of Reference to be signed on or about 17 July. <b>[mid-July '17]</b>
<b>2. Defining the range of roles within scope of the claim</b> <ul style="list-style-type: none"> <li>Undertake environmental scan of existing role information held by employers for work covered by NZEI claim including employees' MoE numbers (survey of employers likely best method)</li> </ul>	2	<b>[end September '17]</b>
<b>3. Merit to proceed with claim</b> <ul style="list-style-type: none"> <li>Discussion based initially on information to be provided by NZEI</li> </ul>	2	<b>[mid-October '17]</b> <b>Check-point</b>
<b>Assessing the claim</b> <i>Ongoing discussion of merit (principles 2 b and c) principles 3 - 11</i>		
<b>4. Consider undervaluation</b> <ul style="list-style-type: none"> <li>Consider historical undervaluation</li> <li>Consider ongoing undervaluation</li> </ul>	2 b and c, 10	
<b>5. Thorough assessment of work covered by claim</b> <i>We have identified the following steps as necessary in the schooling context to define and assess the work covered by the claim</i> Analyse Payroll data to identify workforce characteristics. Agree structure and format of template JDs <ul style="list-style-type: none"> <li>Determine interviews to be undertaken across identified roles and broad range of school characteristics</li> <li>Contact sample of employers and their employees to agree to participate</li> <li>Interviewing role holders/person who directs daily work/direct reports and principal/BoT Chair / any others as agreed</li> <li>Analyse information gained from interviews</li> <li>Develop JD templates for assessment</li> </ul>	3, 4, 5, 6	<b>[end February '18]</b> <b>(but <u>interviews substantially advanced mid - December '17</u>)</b>  <b>Check-point</b>
<b>6. Match existing staff to templates</b> <ul style="list-style-type: none"> <li>Survey Schools 2: employers match staff to newly defined roles, note any differences where they appear. i.e. employers confirm roles for all staff in scope.</li> <li>Determine materiality (ie level of impact of the differences noted by employers in individual cases)</li> <li>Collate and identify changes</li> </ul>	3, 4, 5, 6, 7 (i)	<b>[end March '18]</b>  <b>Check-point</b>

<p><b>7. Assessing the role(s)</b>  Agree assessment process</p> <ul style="list-style-type: none"> <li>• Undertake agreed assessment process (job evaluation method/process) assessing templates developed from interview process</li> <li>• Output: sized roles (based on template JDs which have been assessed)</li> </ul>	<p>3, 4, 5, 6, 7 (i), 8</p>	<p><b>[end April '18]</b></p>
<p><b>8. Compare sized roles with comparators</b>  <i>We have identified the following steps as necessary in the schooling context to define and assess comparator roles</i></p> <ul style="list-style-type: none"> <li>• Identify and agree comparators</li> <li>• Approach comparator organisations to gain agreement to participate</li> <li>• Undertake interviews with comparator roles</li> <li>• Prepare JDs using agreed template</li> <li>• Sign off by comparator organisation</li> <li>• Evaluate comparator roles</li> </ul>	<p>7 (ii), 8, 9, 11</p>	<p><b>[End May '18]</b>  <b>Check-point</b></p>
<p><b>9. Remuneration and reward analysis and comparisons</b></p> <ul style="list-style-type: none"> <li>• Ascertain details of comparator organisations' remuneration and reward systems (included/excluded aspects)</li> <li>• Analyse remuneration and reward for teacher aides(eg. non-gender specific/biased history)</li> <li>• Assess variances and what's contributing to those and the implications to pay and conditions</li> <li>• Draw conclusions and recommendations – Report on above</li> </ul>	<p>7, 9, 10, 11</p>	<p><b>[End June '18]</b></p>
<p><b>Settling a claim</b>  <i>Principle 12 - 16</i></p>		
<p><b>10. Resolve the claim</b></p>	<p>12, 13, 14, 15</p>	<p><b>To be confirmed</b></p>
<p><b>11. Future state</b></p> <ul style="list-style-type: none"> <li>• Any equal pay established reviewed and kept current</li> </ul>	<p>16</p>	<p><b>Ongoing</b></p>

## Appendix D - SSSCA and KRCA Joint Forum

### Terms of Reference

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#### Background

1. During negotiations to settle the Support Staff in Schools Collective Agreement 2017-2019 (SSSCA) and the Kairahi i te Reo, Therapists', Assistants to Teachers of Students with Severe Disabilities and Special Education Assistants' Collective Agreement 2017-2019 (KRCA) the parties agreed to establish a Joint Forum to enable ongoing discussion of professional and industrial issues. A number of matters were raised which the parties agreed to refer to that forum.

#### Parties to the Forum

2. The parties to the Forum are the Ministry of Education (MoE), the NZEI Te Riu Roa (NZEI), and the New Zealand School Trustees Association (NZSTA), acting by and through their delegated appointees.

#### Aims

3. The purpose of the Joint Forum is to enable the parties to continue to progress work on issues of mutual concern through a MoE/NZEI/NZSTA Joint Forum to be convened by NZSTA. This process will inform future negotiations.
4. The core aims are to:
  - a. Develop career pathways for school support staff both in their own schools, and in the context of Kāhui Ako (Communities of Learning)
  - b. Investigate, develop, and promote access to and recognition of quality assured qualifications for school support staff.
  - c. Engage with the relevant Industry Training Organisation to explore, develop and recognise on job and off job qualification, relevant to career pathways for support staff.
  - d. Develop and promote guidance on professional development opportunities which support the emerging career pathways both in communities of learning and their own schools.
  - e. Investigate and assess aspects of the ongoing operation of the current remuneration system.
  - f. Enable, by agreement, other relevant matters of mutual interest and concern to be discussed and progressed.
  - g. The Forum will also specifically:
    - i. Review and develop NZSTA's draft proposed guidelines on the operation of cl.2.5 Variation of Hours
    - ii. Review and agree how to progress the outstanding recommendations (to be agreed) from previous reports (MoE/NZEI Support Staff Workstream Report and MoE/NZEI/NZSTA "*Collectively Making Resources Count*" report);

#### Outcomes and timelines

5. Indicative timelines are as follows:
  - a. Develop approaches to the role of Support Staff in Communities of Learning | Kāhui Ako. This process includes but is not limited to:
    - i. Investigating and reporting on
      - a. how support staff are currently being utilised, and on how schools would like to utilise them, within communities of learning and
      - b. approaches to and opportunities for support staff in communities of learning
    - ii. finalising and disseminating an agreed final version of the draft Best Practice Guide: Support Staff in Communities of Learning [15 December 2017]
  - b. Develop guidance on professional career pathways for school support staff, including professional development opportunities and qualifications [tbc]. This process includes but is not limited to:
    - i. A stocktake on current professional development opportunities and qualifications for school support staff [**December 2017**]
    - ii. Investigation of quality assured professional development opportunities and qualifications which support School Support Staff career pathways [**during the term of the agreements**]

- iii. Collaboration with and support for relevant Industry Training Organisation(s) to scope, investigate, develop and promote the availability and provision of on-job and off-job quality assured industry qualifications relevant to support staff career pathways [**during the term of the agreements**]
    - c. Investigate and assess the ongoing operation of the current remuneration system, including but not limited to :
      - i. The operation of the indicators language contained in section 3.4 (the position elements table)
      - ii. The grading of roles and how those grading's may be reassessed
      - iii. Other aspects of guidance by agreement, as issues arise
- As part of this process the forum will refresh the Best Practice 2015 guidance on the remuneration system [**March 2018**]

### **Process**

- 6. Forum discussions will:
  - a. allow each party to identify issues, priorities and desired outcome
  - b. where possible, reach a consensus.
- 7. Where it has not been possible to reach a consensus, any party reserves the right to publish materials which reflect their view.

### **Communications**

- 8. Agreed joint updates about the work of the Forum may be developed for the NZEI Te Riu Roa, E tū and NZSTA to share with their constituents, as agreed between the parties.
- 9. Any media or public communications concerning these discussions will be agreed between all of the parties.

### **Resourcing**

- 10. All parties will ensure that they will dedicate sufficient resource to these discussions and will complete any agreed work within agreed timeframes.
- 11. The New Zealand School Trustees Association will act as convenor of the Forum and will provide the secretariat.

Signed in Wellington on 16 June 2017

Alexandra Davies  
Executive Officer - Industrial  
NZEI Te Riu Roa

Jill Ovens  
Industry Co-ordinator – Public and Commercial  
E tū

Rob Gold  
Principal Adviser – Employment  
NZSTA

Nick Kyrke-Smith  
Associate Deputy Secretary Early Learning and Student Achievement (Acting)  
for Secretary for Education

## **Appendix E - Support Staff in Schools' Collective Agreement**

### **3.10 Recognised qualifications**

- 3.10.1 *Employees holding qualifications on the New Zealand Qualifications Framework that the employer, in discussion with the employee, agrees that the qualification is relevant to the employee's job description and current position shall be paid an allowance as follows:*
- (a) *Group One: level 4-5 qualifications and level 3 teacher aide qualifications - \$0.29 per hour, to a maximum of \$625 per annum.*
  - (b) *Group Two: level 6 qualifications - \$0.44 per hour, to a maximum of \$875 per annum.*
  - (c) *Group Three: level 7-8 qualifications - \$0.58 per hour, to a maximum of \$1,125 per annum.*

*Notes:*

- (i) *This includes those qualifications agreed to be an equivalent level by the New Zealand Qualifications Authority and the Ministry of Education verified He Tohu Mātauranga.*
  - (ii) *The effective date for payment of the allowance in clause 3.7.1 recognising qualifications that have been agreed at an equivalent level by the New Zealand Qualifications Authority (as per note 1. above) is from the date the employee lodged an application with the New Zealand Qualifications Authority.*
- 3.10.2 *Salaried employees shall receive the appropriate allowance of \$625, \$875 or \$1,125 as the case may be in fortnightly instalments, pro-rated for part-time employees.*
- 3.10.3 *Only one allowance shall be paid for a qualification that the employer agrees is relevant to the employee's position which shall be for the highest qualification held by the employee. Upon obtaining a higher recognised qualification that the employer agrees is relevant to the employee's position and job description, the employee shall become eligible for the higher payment.*
- 3.10.4 *Until 27 January 2012, employees were entitled to be paid a qualifications allowance as per provisions in the Support Staff in Schools Collective Agreement 10 December 2009 – 31 March 2011 as if those provisions were incorporated into this collective agreement.*
- 3.10.5 *Anyone eligible for a qualifications allowance under clause 3.10.4 will continue to be eligible for that allowance for as long as they remain employed by that employer in that position.*

*Note: A copy of the Recognised Qualifications provisions and the qualifications recognised under the provisions of Appendix A Support Staff in Schools Collective Agreement 10 December 2009 to 31 March 2011 can be found on the Ministry of Education website at <http://www.education.govt.nz/school/working-in-a-school/other-staff/support-staff/>.*

## **Kaiarahi i te Reo, Therapists', ATSSD and Special Education Assistants' Collective Agreement**

### **3.7 Recognised Qualifications**

- 3.7.1 *Employees holding qualifications on the New Zealand Qualifications Framework that the employer, in discussion with the employee, agrees that the qualification is relevant to the employee's job description and current position shall be paid an allowance as follows:*
- (a) *Group One: level 4-5 qualifications and level 3 teacher aide qualifications - to a maximum of \$625 per annum*
  - (b) *Group Two: level 6 qualifications - to a maximum of \$875 per annum*
  - (c) *Group Three: level 7-8 qualifications - to a maximum of \$1,125 per annum.*

*Note 1: This includes those qualifications agreed to be an equivalent level by the New Zealand Qualifications Authority and the Ministry of Education verified He Tohu Mātauranga.*

*Note 2: The effective date for payment of the allowance in clause 3.7.1 recognising qualifications that have been agreed at an equivalent level by the New Zealand Qualifications Authority (as per Note 1. above) is from the date the employee lodged an application with the New Zealand Qualifications Authority.*

- 3.7.2 Salaried employees shall receive the appropriate allowance of \$625, \$875 or \$1,125 as the case may be in fortnightly instalments, pro-rated for part-time employees.*
- 3.7.3 Only one allowance shall be paid for a qualification that the employer agrees is relevant to the employee's position which shall be for the highest qualification held by the employee. Upon obtaining a higher recognised qualification that the employer agrees is relevant to the employee's position and job description, the employee shall become eligible for the higher payment.*
- 3.7.4 Until 27 January 2012, employees that were entitled to be paid a qualifications allowance as per provisions in the Kaiarahi i te Reo, Therapists', Assistants to Teachers of Students with Severe Disabilities and Special Education Assistants' Collective Agreement 27 January 2010 to 31 March 2011 as if those provisions were incorporated into this collective agreement.*
- 3.7.5 Anyone that was eligible for a qualifications allowance under 3.7.4 will continue to be eligible for that allowance for as long as they remain employed by that employer in that position.*

*Note: A copy of the Recognised Qualifications provisions and the qualifications recognised under the provisions of Appendix A Kaiarahi i te Reo, Therapists', Assistants to Teachers of Students with Severe Disabilities and Special Education Assistants' Collective Agreement 27 January 2010 to 31 March 2011 can be found on the Ministry of Education website.  
<http://www.education.govt.nz/school/working-in-a-school/other-staff/kaiarahi-i-te-reo-therapists-atssd-and-special-education-assistants/20092011-kaiarahi-i-te-reo-therapists-assistants-to-teachers-of-students-with-severe-disabilities-and-special-education-assistants-collective-agreement/>*

## Appendix F

### 3.15 Annualisation

- 3.15.1 Annualisation is intended to provide a mechanism to enable employees to access regular payments throughout the year in circumstances where the employee's employment includes periods of time when that employee does not have paid work available with the employer (as per clause 3.12).
- 3.15.2 Annualisation means that the employee's earnings to be annualised, as described in clause 1.6.5, for a twelve month period shall be paid in fortnightly instalments throughout that twelve month period.
- 3.15.3 The following employees whose employment includes periods of time when that employee does not have paid work available with the employer may seek the agreement of their employer to have their annual earnings annualised:
- (a) Permanent employees; or
  - (b) Employees on fixed term agreements of 12 months or more, provided the fixed term agreement spans the period from the start of a school year (or earlier) until the end of that school year (or later).
- 3.15.15 An employee who commences employment during the year will not have access to an annualisation agreement until the commencement of the next annualisation year.
- 3.15.16 An employee who agrees with their employer to have their earnings annualised, as described in clause 1.6.5, is not considered to be a salaried employee.
- 3.15.17 Any annualisation agreement between employee and employer is subject to the following:
- (a) An annualisation agreement must be in writing, be signed by the employer and employee and clearly detail the individual elements of that agreement.
  - (b) An annualisation agreement must be recorded on the *Employer/Employee Annualisation Agreement* form, which requires the signature of the employee and the authorised representative of the employer, and must be submitted with the applicable Payroll Start of Year forms (due to Payroll centres by approximately 1 December each year).
  - (c) Each annualisation agreement must commence from the start of the "annualisation year" on **31 January** and continue for the full twelve month period unless there is agreement to discontinue the arrangement.
  - (d) If the employee's regular hours of work changes and/or the employee's pay rate changes a new *Employer/Employee Annualisation Agreement* form must be completed, signed by the employer and employee and forwarded to Payroll.
  - (e) At the beginning of term two, or if the employee believes there is a discrepancy in the calculation, the employer and employee shall meet to review the agreement to ensure that both parties are satisfied that the annualisation calculation is accurate and to ensure that any variations have been addressed.
  - (f) The employer and employee will meet to discuss whether they agree to continue the annualisation agreement for the following year, prior to any renewal of the arrangements.
  - (g) A new annualisation agreement between the employer and employee, as per clause 3.15.6 (a) to (c) above must be completed to renew the arrangement.
  - (h) If the process as per clause 3.15.6 (a) to (c) is not followed the employee's pay will not be annualised for the following year.
- 3.15.18 Calculation and payment of annualised fortnightly rate
- (a) The annualised fortnightly rate shall be calculated by dividing the total weeks the employee shall employed inclusive of annual leave, public holidays and additional paid leave as described in clause 1.6.5 by 52.1428 (365 days) weeks, or 52.2857 (366 days) weeks in a leap year, and multiplying by the resulting value by the "Actual Weekly Hours" as described in clause 1.6.4 when paying each fortnightly pay.
  - (b) Payment shall be made for each day of the fortnight that falls within the annualised year defined in 3.15.6(c) or the next available pay day for any part fortnight at the commencement or end of the annualised year defined in 3.15.6(c).
- 3.15.19 Maintenance of records and recorded rates
- (a) The employer must ensure that they record the employee's actual daily hours as well as the annualised hours per week (see *Employer/Employee Annualisation Agreement* form).

- (b) At the start of the annualisation year, or when annualisation is recalculated as per clause 3.15.6(d), the employee shall be provided with a written record of the calculation by which those earnings have been annualised. The record must specify how any allowances have been incorporated in the annualised fortnightly rate.
- 3.15.20 Where an employee is absent on sick leave or domestic leave, he/she shall be paid for those days at the annualised fortnightly rate, provided that he/she has an entitlement to payment for those days under clause 6.5 or 6.6 of this collective agreement.
- 3.15.21 Where an employee works hours over and above the hours that have been included in the annualisation calculation, those additional hours shall be paid as per clause 3.12.1, in addition to the employee's annualised weekly pay, in the next available pay period.
- 3.15.22 Where the employee works overtime as per clause 2.7, those hours shall be paid at the overtime rate calculated on the basis of the actual hourly rate (unless the employer and employee have mutually agreed that the time in lieu provision shall apply).
- 3.15.23 Any time worked on a public holiday shall be paid in accordance with clause 6.1.7 and shall be calculated on the basis of the actual hours normally worked on that public holiday, and shall be paid in the next available pay period.
- 3.15.24 An employee will continue to be paid at the annualised fortnightly rate for up to two consecutive weeks of authorised leave without pay provided that:
  - (a) where an employee has continued to be paid for a period of up to two consecutive weeks of authorised leave without pay, the employer will deduct the resulting monies owed to the employer from the employee in the next available pay.
  - (b) where an employee's period of leave without pay is either unauthorised or is authorised but for a period greater than two weeks the employer will notify the employee that annualisation agreement will be discontinued.
  - (c) Where the annualisation agreement is discontinued a reconciliation payment of any monies owed will be calculated and this will be paid on the next succeeding regularly pay day. If and when the employee returns to work, he/she shall be paid at his/her actual hourly rate for the remainder of the annualisation year. The employer and employee may mutually agree to return to an annualisation agreement from the commencement of the next annualisation year.
- 3.15.25 Where an employee's employment terminates during a period of annualisation (as per clause 9.1), the employer shall provide the employee with two weeks written notice of any monies owed/owing as follows:
  - (a) The final pay shall either:
    - i. include payment to the employee of all remuneration to which he/she was entitled for the period worked from the commencement of the annualisation year until the final day of work; or
    - ii. enable the employer to recover any amount owed to the employer as a result of the annualisation process during the period worked from the commencement of the annualisation year.
  - (b) The notice outlining the sum of monies owed/owing shall include a transparent description of the calculation used to establish that sum.

**To be added to Definitions (clause 1.6)**

- 1.6.8 "Actual weekly hours" means the hours per week an employee is normally employed for.
- 1.6.9 "Earnings to be annualised" means the employee's hourly rate multiplied by the employee's actual weekly hours multiplied by the number of weeks in the ensuing annualisation year for which the employee shall be employed; plus
  - (a) the annual leave to which the employee is entitled; plus
  - (b) payment of relevant daily pay for the public holidays and additional paid holidays during the ensuing calendar year which are observed on days of the week on which the employee normally works.

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

- (c) The employee and employer may agree to include the first aid allowance (clause 5.3) and/or qualifications allowance (clause 3.10), where the employee has an entitlement, in an annualisation calculation.
- (d) The following allowances must not be included in an annualisation calculation and shall be paid only as prescribed by the collective agreement:

- (i) Motor vehicle allowance (clause 5.1);
- (ii) Protective clothing allowance (clause 5.2)
- (iii) Dirty work allowance (clause 5.4);
- (iv) Overnight allowance (clause 5.5);
- (v) Meal allowance (clause 5.6).

1.6.10 "Annualisation year" means the twelve month period commencing **31 January** and ending **30 January** the following year (inclusive of both dates).

1.6.11 "Weekly earnings" in relation to:

- (a) clause 10.2.12(a)(i); or
- (b) any paid parental leave entitlement in accordance with section 71T of the Parental Leave and Employment Protection Act 1987; or
- (c) any entitlements under the Injury Prevention, Rehabilitation, and Compensation Act 2001

means the employee's hourly rate multiplied by the employee's actual weekly hours.

**Signatories**

DATED this 22<sup>nd</sup> day of August 2017.

For and on Behalf of [Employer]

.....  
Nick Kyrke-Smith  
Senior Manager Employment Relations for the Secretary for Education

For and on Behalf of [Unions]:

.....  
Alexandra Davies  
Executive Officer – Industrial for the New Zealand Educational Institute – Te Riu Roa

.....  
Paul Tolich  
Senior National Industrial Officer – E tū

Witnessed By:

.....  
Rob Gold  
Principal Adviser – Employment for the New Zealand School Trustees Association

## Memorandum of Understanding

### 1. Renewal of Collective Agreement

The parties note that it is their intention to have already exchanged draft claims and therefore be in a position to commence bargaining on the day of initiation for a new collective agreement.

The parties agree that substantive bargaining for succeeding agreements will proceed in a timely manner, which will afford the opportunity for negotiations to be concluded before the expiry of this document.

### 2. Joint Good Practice Guidelines

The NZEI Te Riu Roa and the New Zealand School Trustees Association have undertaken to jointly develop and distribute good practice guidelines on the following matters, namely:

- Clarification of the process for changes to hours of work
- Clarification of the process for progression within grades and associated matters
- Job descriptions and appraisal processes
- Administration of medication and medical processes (e.g. catheterisation)
- Safe practise
- Professional development leave
- Lifting (manual handling)
- Recognition of service.

Joint Investigation by NZEI Te Riu Roa and NZSTA.

NZEI and NZSTA agree to undertake a joint investigation into:

- Teacher aide involvement in IEP meetings
- The operation of the range of rates in schools.

### 3. Notification

Where sufficient information is provided by school boards to the Ministry of Education, the employer shall receive advanced notification of the names of support staff who will have been on the same grade and step for 12 months.