

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:
 - i. Develop career pathways for school support staff both in their own schools, and in the context of Kāhui Ako (Communities of Learning)
 - ii. Investigate, develop, and promote access to and recognition of quality assured qualifications for school support staff.
 - iii. 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.
 - iv. Develop and promote guidance on professional development opportunities which support the emerging career pathways both in communities of learning and their own schools.
 - v. Investigate and assess aspects of the ongoing operation of the current remuneration system.
 - vi. 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	Grade C			
9	\$20.16	\$42,048	\$20.44	\$42,637	\$20.69	\$43,148				
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

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
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

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
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

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
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

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
1	\$31,807	\$ 32,220	\$ 32,543
2	\$32,738	\$ 33,164	\$ 33,495

**Pay Equity for Teacher Aides
Terms of Reference**

[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.]

SSSCA and KRCA Joint Forum Terms of Reference

Background

1. During negotiations to settle the Support Staff in Schools Collective Agreement 2017-2019 (SSSCA) and the Kaiarahi 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
- ii. 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 0 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).
- 3.15.4 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 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.
 - a) 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 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.

3.15.14 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.

To be added to Definitions (clause 1.6)

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.