

**School Caretakers', Cleaners', Canteen and
Ground Staff Collective Agreement**

14 November 2022 to 13 November 2024

Agreed revision effective 06 June 2023

INDEX

(Note: Part 1 and Parts 5-8 apply to all workers unless stated otherwise)

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PART 1 – APPLICATION/TERM OF AGREEMENT

1.1 Parties to the Agreement

The parties to this Agreement shall be the Secretary for Education, acting under delegation from the State Services Commissioner made pursuant Clause 6 of Schedule 3 of the Public Service Act 2020 and acting in accordance with Section 586 (5) of the Education and Training Act 2020, and E tū.

1.2 Coverage

- 1.2.1 This Agreement is binding on each school board, or commissioner as appropriate, of every state or state-integrated primary, secondary, area or composite school, or attached community learning centre.
- 1.2.2 The Agreement is also binding on each school caretaker, cleaner, ground staff or canteen staff who is employed by an employer listed in 1.2.1 above and who is, or becomes and notifies their employer of this, a member of E tū.
- 1.2.3 This Agreement is not applicable to a support staff administrator responsible for property maintenance administration.

1.3 Term of the Agreement

The term of this Agreement shall be from 14 November 2022 until 13 November 2024.

1.4 Variations to the Agreement

- 1.4.1 **National** - The parties agree that the terms and conditions contained in this agreement may be varied at any time by agreement between E tū and the Secretary for Education, acting under delegation from the Public Services Commissioner made pursuant to clause 6 of Schedule 3 of the Public Service Act 2020.
- 1.4.2 **School level** - Nothing shall prevent agreement being reached in writing between a worker, their employer and a representative of the union to pay a remuneration package which incorporates allowances and/or overtime and/or call back. Such an agreement will be in writing and signed by the worker, the employer and the union representative 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 not to disadvantage the worker in terms of their broad entitlements under this Agreement.

1.5 Transitional Arrangements

Where any worker had previously entered into a salary arrangement which incorporated various allowances into their salary package, the salary arrangements shall be put in writing, clearly specifying the individual elements of the remuneration and signed by the worker, their employer and a representative of the union. Where various allowances have been incorporated into the salary package, it is not the intention of the parties that the worker shall be paid in addition any allowances which have been already incorporated into the salary package. Any worker bound by this Agreement shall have the benefit of all other minimum provisions in the Agreement.

1.6 Definitions

Unless otherwise specifically provided for, the following definitions shall apply:

- 1.6.1 **“Employer”** shall mean the School Board or Commissioner.
- 1.6.2 **“Union”** shall mean E tū.
- 1.6.3 A **“Cleaner”** is a worker who is employed for the sole purpose of doing cleaning of any kind.
- 1.6.4 A **“Canteen Staff”** member is a worker employed in the school canteen or tuck shop or as a teaperson in the school staffroom.
- 1.6.5 A **“Caretaker”** shall mean a caretaker, assistant caretaker or part-time caretaker as provided for under Part 3 of this Agreement.
- 1.6.6 A **“Ground Staff”** employee is an employee who predominantly does work associated with the care, maintenance, and upkeep of school grounds, including sports fields, gardens, and other outdoor facilities at an Area, Secondary or Year 7-13 School.
- 1.6.7 **“Spouse”** means the husband or wife of the worker.
- 1.6.8 **“Husband”** includes a man with whom a person has entered into a relationship in the nature of marriage although not legally married to him.
- 1.6.9 **“Wife”** has a corresponding meaning to husband.
- 1.6.10 **“NZQF”** means the New Zealand Qualifications Framework.
- 1.6.11 **“Agreement”** means the School Caretakers’, Cleaners’, Canteen and Ground Staff Collective Agreement 2022-24.

1.7 Service

The following shall apply in relation to “service” unless otherwise specified.

- 1.7.1 **Continuous service** - Refers to service within the State Education Service.
- 1.7.2 **Unbroken service** - Service is not considered to be broken if the worker takes up a position as a caretaker, cleaner, canteen or ground staff within one month of having lost a position in the state education service.
- 1.7.3 **Crediting of service for salary purposes** - The credited service must be for employment as a caretaker, cleaner, canteen or ground staff. It must also be unbroken service as defined above.
- 1.7.4 **Breaks in service** - Previous service may be credited towards present leave entitlements. The previous service must have been continuous for at least 12 months in the state education service. The period since previous employment in the state education service must be no more than five years ago.
- 1.7.5 Minimum period of continuous employment which can be credited:
 - (i) For crediting for sick leave, long service leave and service holidays, the worker must have had at least six months' previous continuous service.
 - (ii) For long service leave and service holidays, the breaks between each period of credited employment cannot exceed three months.
- 1.7.6 **Service which ended with redundancy** - No service which ended with the worker accepting a redundancy or severance payment shall be counted as service for the purposes of this Agreement.
- 1.7.7 **Debited leave** - Any sick or long service leave taken during the credited previous employment periods is to be debited against current entitlements.
- 1.7.8 **Part-time employment** - Previous part-time employment can qualify on the same basis as full-time employment provided the other criteria are met, i.e. it is not reduced to full-time equivalence.

1.8 New Employees

The parties agree that all new employees who are employed to perform work falling within the coverage clause shall be advised of this collective agreement, be given a copy of it and be advised that they may join E t ũ.

1.9 ADDITIONAL PAYMENTS

Partnership with Union

- 1.9.1 The parties to this Agreement recognise the value in their ongoing and productive relationship. Collective bargaining is a key part of those joint efforts.

- 1.9.2 In recognition of the value of this collective agreement and of the benefits arising out of the parties' ongoing relationship, each full-time employee who is a member of E tū and is bound by this Agreement as at 1 December 2022 will be paid a one-off gross payment of \$750.

The payment will be pro-rated for:

- i. part-time employees based on their full-time equivalent (FTE) as at 1 December 2022.
- ii. Casual employees who have worked a minimum of 8 hours over the period 1 July to 30 November 2022, based on the of the total number of hours worked in proportion to 1.0 FTE during that period. Casual employees who worked less than 8 hours during that period are not entitled to the payment.

An employee may be eligible to have the payment calculated under more than one of the above categories. The minimum payment for any employee, regardless of FTE, will be \$75, and no employee shall receive more than gross \$750 in total.

Employees who are members of E tū and are bound by this agreement as at 1 December 2022 and on that day were on approved unpaid leave under Part 5 of this agreement, are entitled to receive the one-off gross payment of \$750 when they resume working, providing that they return on or before the end of Term 2, 2023 or on or before the end of Term 4, 2023 for those on parental leave. The payment will be based on the calculation for the position that would have been applicable on 1 December 2022 had they not been on approved leave

Lump Sum Payment

- 1.9.3 A one-off gross lump sum of \$500 will be paid to all full-time employees who are employed as at 1 December 2023.

The payment will be pro-rated for:

- i. part-time employees based on their full-time equivalent (FTE) as at 1 December 2023.
- ii. Casual employees who have worked a minimum of 8 hours over the period 1 July to 30 November 2023, based on the of the total number of hours worked in proportion to 1.0 FTE during that period. Casual employees who worked less than 8 hours during that period are not entitled to the payment.

Employees on approved unpaid leave under Part 5 of this agreement on 1 December 2023 are entitled to receive the one-off gross payment of \$500 when they resume working, providing that they return on or before the end of Term 2, 2024 or before the end of 13 November 2024 for those on parental leave. The payment will be based on the calculation for the position that would have been applicable on 1 December 2023 had they not been on approved leave

An employee may be eligible to have the payment calculated under more than one of the above categories. However, no eligible employee will receive a total gross payment that is less than \$50 or more than \$500 in total.

Note: Clause 1.9 will be removed in subsequent collective agreements.

PART 2 – CLEANERS

2.1 Application

Part 2 applies to cleaners and canteen staff only. Each clause will apply to both groups except where one group only (e.g. cleaners) is specified.

2.2 Remuneration

2.2.1 The following provision sets out remuneration for cleaners and canteen staff.

	Rate effective 11/12/2020	Rate effective 14/11/2022	Rate effective 14/11/2023
1	\$21.78	\$23.70	\$24.66

2.3 Fire Lighting Allowance

It is recognised that the preparation, setting and/or lighting of fires is not part of the duties of a cleaner. However, where a caretaker or assistant caretaker is not employed and a cleaner is requested to carry out additional duties associated with fire lighting, and the cleaner agrees, the cleaner shall be paid a daily allowance at the appropriate rate specified.

- **cleaner's fire lighting allowance \$1.36 per day**

2.4 Hours of Work

2.4.1 Forty hours shall constitute a week's work to be worked on five days of the week (which wherever possible will be consecutive), Monday to Sunday inclusive. Not more than eight hours shall be worked in any one day without payment of overtime. Should a worker be required to work on a sixth or seventh day in any one week, he/she shall be paid overtime in accordance with clause 2.5.

2.4.2 As far as possible the hours of work shall be continuous from the time of starting work save for the intervals for meals which shall not be more than one hour or less than 30 minutes. No worker shall be required to work for more than four and a half hours without a meal.

2.4.3 Rest and meal breaks will be provided in accordance with the Employment Relations Act 2000.

Note: at the time of settlement the Act provides that: *if an employee's work period is more than 2 hours but not more than 4 hours, the employee is entitled to one 10-minute paid rest break. If the employee's work period is over 4 hours they are also entitled to a 30 minute unpaid meal break and if it is over 6 hours they are also entitled to a second 10 minute paid rest break.*

2.5 Overtime

All time worked in excess of the daily and/or weekly ordinary time hours of work provided for in 2.4 above shall be regarded as overtime and paid for at ordinary time rate and one quarter.

2.6 Grandparented Cleaners' Retiring Leave

2.6.1 Except as provided by 2.6.2 below, a full-time cleaner who had either completed ten or more years' service or was 50 years of age or more, as at 15 February 1993, is entitled to qualify for Retiring Leave as outlined in clause 3.8.

2.6.2 A permanent part-time cleaner who met either criterion outlined in 2.6.1 above, and was a full-time cleaner as at 15 February 1993 but subsequently had their hours reduced as a result of clause 6.1 of this Agreement, shall also remain entitled to qualify for the Retiring Leave based upon their average weekly hours set over the five years immediately preceding the date of retirement.

PART 3 – CARETAKERS

3.1 Application/Definition

- 3.1.1 Except as otherwise provided Part 3 shall apply to caretakers as defined below only.
- 3.1.2 A **Grade One caretaker** (and/or a custodian) is a worker who is substantially employed to have the responsibility for the safety and good order of the grounds and buildings and to lock and unlock doors; and who may be required to perform and supervise duties of cleaning, attending to fires, heating plant and swimming pools, and to do minor maintenance but not work required to be undertaken by a registered or qualified tradesperson.
- 3.1.3 A **Grade Two caretaker** is a worker appointed by the employer who may be employed to have the responsibility for the safety and good order of the grounds and buildings and to lock and unlock doors; and who may be required to perform and supervise duties of cleaning, attending to fires, heating plant, and swimming pools. In addition to the duties above, the Grade 2 caretaker shall undertake (and shall be available and have the necessary skills to undertake) school maintenance work (in addition to minor maintenance work) which they are legally able to undertake and which would normally be undertaken by a registered or qualified tradesperson.
- 3.1.4 An **assistant caretaker** is a worker employed to assist the caretaker in the carrying out of their duties.
- 3.1.5 A **part-time caretaker** is a worker who is substantially employed in the duties outlined in 3.1.2 above but where the total amount of the employer's assessment (subclause 7.5A.6) is less than 35 hours per week.
- 3.1.6 A caretaker in a primary school shall be responsible for the care of the grounds.
- 3.1.7 In all schools where the number of hours determined by the employer for the proper care and cleaning of the school (see 7.5A.6) is 35 hours per week or more, for the purposes of this Agreement a full-time caretaker shall be employed, unless otherwise mutually agreed between the affected workers and employer.
- 3.1.8 A caretaker's duties do not include locking up after evening classes, except where this is specifically required in the caretaker's terms of employment.

3.2 Remuneration

- 3.2.1 The following provisions set out minimum remuneration rates for assistant, grade 1 and grade 2 caretakers (excluding supervisor caretakers):

	Rate effective 11/12/2020	Rate effective 14/11/2022	Rate effective 14/11/2023
1	\$21.78	\$23.70	\$24.66

3.3 Boiler Allowance

A caretaker required to operate coal-fired, oil-fired or pellet-fired boilers shall, while so employed, be paid an allowance at the rate specified below, during the period of the year when the boilers are in use.

In the event of a power outage and subsequent resetting to gas-fired boilers, the allowance, as per this clause, will also be available.

This payment is not in lieu of the Unusually Dirty Work Allowance as provided for in clause 5.9. A worker may qualify for both the boiler operating allowance and the dirty work payment on the same day if they perform unusually dirty work.

- **boiler allowance - \$3.09 per day or part thereof**

3.4 Provision of Tools

A caretaker required to do maintenance shall be supplied with the tools necessary to undertake the work at the employer's expense. Such tools are to remain the property of the employer.

3.5 Callback

- 3.5.1 When a caretaker is asked and agrees to be called back to work after having completed work and left the place of employment, they shall be paid a minimum of two hours.
- 3.5.2 Paragraph 3.5.1 above shall not apply to a residential caretaker unless the callback results from an emergency and is of at least 30 minutes duration.

3.6 Hours of Work

- 3.6.1 Ordinary hours of work shall not exceed 40 per week or 8 per day to be worked, Monday to Saturday inclusive. This can be worked as five consecutive days between Monday to Saturday or over six days where an employee has a half day off during the week and works on Saturday morning.
- 3.6.2 As far as possible the hours of work shall be continuous from the time of starting work save for the intervals for meals which shall not be more than one hour or less than 30 minutes. No caretaker shall be required to work for more than four and a half hours without a meal.
- 3.6.3 Where a caretaker is residing on the premises where they are employed, the time during which they are engaged on actual work coming within the scope of their duties as caretaker in connection with the building shall be considered as working time.

- 3.6.4 Rest and meal breaks will be provided in accordance with the Employment Relations Act 2000.

Note: at the time of settlement the Act provides that: *if an employee's work period is more than 2 hours but not more than 4 hours, the employee is entitled to one 10-minute paid rest break. If the employees' work period is over 4 hours they are also entitled to a 30 minute unpaid meal break and if it is over 6 hours they are also entitled to a second 10 minute paid rest break.*

3.7 Overtime

- 3.7.1 All time worked in excess or outside of the hours of work prescribed in clause 3.6 shall be regarded as overtime.
- 3.7.2 Overtime will only be worked where mutually agreed by the employer and caretaker.
- 3.7.3 Overtime is paid at the rate of time and one half.
- 3.7.4 Where previously agreed overtime is cancelled by the employer with less than 24 hours' notice, the caretaker shall be paid one hour's pay at the overtime rate.

3.8 Retiring Leave

- 3.8.1 Except as provided by 3.8.2 below, a full-time caretaker on completion of 40 years' service, or on completion of 10 or more years' service at age 60 or over, is entitled to qualify for retiring leave. The entitlement in working days ranges from 22 days after 10 years' eligible service to 131 days after 40 years' service. Service in excess of 40 years does not attract a greater retiring leave entitlement.
- 3.8.2 A permanent part-time caretaker who meets either criteria set out in 3.8.1 above and who was previously full-time but had their hours reduced as a result of clause 7.1 of this Agreement, shall also remain entitled to qualify for the Retiring Leave based upon their average weekly hours set over the five years immediately preceding the date of retirement (e.g, a full-time caretaker whose set hours are reduced to 30 exactly two years six months before retirement and who would have been entitled to 100 days, is entitled to 87.5 days i.e., the midpoint between 0.75 and 1).
- 3.8.3 Retiring leave entitlement is set out in working days below:

	Months of Service					
Years of Service	0	2	4	6	8	10
10	22	23	24	24	25	26
11	26	27	28	29	29	30
12	31	31	32	33	34	34
13	35	36	36	37	38	39
14	39	40	41	41	42	43
15	44	44	45	46	46	47
16	48	49	49	50	51	51
17	52	53	54	54	55	56

18	56	57	58	59	59	60
19	61	61	62	63	64	64
20-25	65	65	65	65	65	65
25	65	66	66	67	68	69
26	69	70	71	71	72	73
27	74	74	75	76	76	77
28	78	79	79	80	81	81
29	82	83	84	84	85	86
30	86	87	88	89	89	90
31	91	91	92	93	94	94
32	95	96	96	97	98	99
33	99	100	101	101	102	103
34	104	104	105	106	106	107
35	108	109	109	110	111	111
36	112	113	114	114	115	116
37	116	117	118	119	119	120
38	121	121	122	123	124	124
39	125	126	126	127	128	129
40 or more	131					

3.9 Accommodation

- 3.9.1 Accommodation may be provided as a condition of employment. The level of rental paid for accommodation for a caretaker is set to compensate the caretaker for minor disturbances, inconveniences, and as recognition of the role they play in the security of the school.
- 3.9.2 Where an employer requires a caretaker to occupy accommodation provided by the employer as a condition of employment, the rent to be deducted shall be negotiated between the employer, the employee, and the union representative. If an agreement is not needed, the matter shall be determined in accordance with Part 8.
- 3.9.3 Subject to the provisions of 3.9.2 above, the deductions of rent by the employer from the wages of a caretaker shall be subject to their agreement in writing.

PART 4 – GROUND STAFF

4.1 Definitions

- 4.1.1 Except as otherwise provided Part 4 shall apply to groundstaff employees only
- 4.1.2 A “**Senior Groundskeeper**” is a groundstaff employee who is either:
- (a) Responsible for one or more permanent ground staff; or
 - (b) A groundskeeper in a sole charge capacity (see 4.1.3 below) who the employer has appointed to be a Senior Groundskeeper because of either:
 - i. being required and able to do job-related maintenance work of a significant nature which they are legally able to perform and which would normally be done by a registered or qualified tradesperson; or
 - ii. being required and able to perform duties to a high- level of skill, expertise, and responsibility.
- 4.1.3 A “**Groundskeeper**” is a ground staff employee in a sole charge capacity who is responsible for groundskeeping duties, or an assistant groundskeeper so designated by the employer in recognition of their skills, performance and abilities.
- 4.1.4 “**An Assistant Groundskeeper**” is a ground staff employee, overseen by a Senior Groundskeeper, who has the knowledge and experience to carry out efficiently, various classes of groundskeeping duties requiring almost as much technical knowledge and skill as a groundskeeper.
- 4.1.5 A “**Grounds Labourer**” is a ground staff employee who is not required to perform duties of any considerable degree of judgement, responsibility, knowledge or experience. Progression will be at the discretion of the Board and subject to a requirement for, and ability to perform, the role of an Assistant Groundskeeper.
- 4.1.6 It is not the intention of the parties that any employee defined in 4.1.1-4.1.5 above should be assigned a lower grade because of the coming into force of this agreement.

4.2 Remuneration - Groundstaff

- 4.2.1 Minimum hourly pay rates for ground staff are as follows:

	Step	From 11 Dec 2020	From 16 Jan 2023	From 1 Dec 2023
Grounds Labourer	1	\$21.78	\$23.70	\$24.66
Assistant Groundskeeper				
Groundskeeper				
Senior Groundskeeper				

- 4.2.2 An employee engaged for less than 40 hours per week is considered part-time and shall be paid 1/40 of the appropriate full-time weekly rate for each ordinary hour of employment.

4.3 Hours of Work - Groundstaff

- 4.3.1 Ordinary hours of work shall not exceed 40 per week or 8 per day to be worked, Monday to Saturday inclusive. This can be worked as five consecutive days between Monday to Saturday or over six days where an employee has a half day off during the week and works on Saturday morning.
- 4.3.2 By agreement between the employer and the employee they may work Monday to Friday inclusive up to two additional hours per day at ordinary pay, in substitution for any other ordinary day, or part thereof, provided adjustment is made in the same pay week.
- 4.3.3 Rest and meal breaks will be provided in accordance with the Employment Relations Act 2000.

Note: at the time of settlement the Act provides that: if an employee's work period is more than 2 hours but not more than 4 hours, the employee is entitled to one 10-minute paid rest break. If the employee's work period is over 4 hours they are also entitled to a 30 minute unpaid meal break and if it is over 6 hours they are also entitled to a second 10 minute paid rest break

4.4 Overtime - Groundstaff

- 4.4.1 Except as provided in 4.3.4, all time required to be worked in excess of eight hours per day shall be paid at a rate of time and one half.
- 4.4.2 Except as provided in 4.3.1 in relation to Saturday morning work, all time worked on a Saturday or Sunday shall be paid at the rate of time and a half. Such work shall attract a minimum payment as for two hours worked.

4.5 Designated First Aider Allowance - Groundstaff

A ground staff employee who holds a current first aid certificate and is a designated first aider at the school shall be paid an allowance of 35 cents per hour.

4.6 Safety Boots - Groundstaff

The employer shall provide a ground staff employee one pair of steel toe capped safety boots on commencement of duties and provide a replacement pair on a fair wear and tear basis provided this is not less than 12 months after the previous replacement. An employee whose employment terminates before the completion of 12 months following the supply of boots shall either return the boots or refund to the employer one-twelfth of the cost for each month not served.

4.7 Transition to Collective Agreement

- 4.7.1 The Secondary and Area School Groundstaff Collective Agreement (2002-2003) Part 2 provided a process whereby an employee could choose to retain a previous set of entitlements entered into prior to that settlement; however at any time during the collective the employee could move to the remuneration provisions under that collective agreement.
- 4.7.2 Upon the coming into force of this agreement the employee may choose to retain those entitlements or move to the remuneration provisions under this collective agreement. This choice shall be notified to the employer as soon as possible.
- 4.7.3 An employee who chooses to retain their prior entitlements (which existed before the 2002–2003 settlement) may choose to move to the remuneration provision of this agreement at any time, subject to notification to the employer.

4.8 Grandparented Ground Staff Retiring Leave

A ground staff employee entitled to retirement leave as pursuant in Part 2 ("Transition to Collective Agreement") of the Secondary and Area Groundstaff Collective Agreement 2002-2003, will continue to maintain that entitlement, as set out in Appendix C.

PART 5 – REMUNERATION AND ALLOWANCES: GENERAL

Note: Except as otherwise provided, conditions in Parts 5 - 8 following are applicable to all workers who are bound by this Agreement.

5.1 Supervisors' Remuneration

The following scales apply to cleaners, canteen staff and caretakers who regularly supervise a minimum of 3 other employees.

5.1A Supervisors' Remuneration (Cleaners, Canteen and Ground Staff)

	Rate effective 11/12/2020	Rate effective 14/11/2022	Rate effective 14/11/2023
1	\$21.78	\$23.70	\$24.66

5.1B Supervisors' Remuneration (Grade 1 and Grade 2 Caretakers)

Step	Rate effective 11/12/2020	New Step	Rate effective 14/11/2022	Rate effective 14/11/2023
1	\$21.78	1	\$23.70	\$24.66
Range of Rates	\$21.79-\$22.53	2	\$24.45	\$25.41
Range of Rates	\$22.54-\$23.26	3	\$25.19	\$26.15
2	\$23.27			

5.2 Pay Scale Progression for Supervisor Caretakers

All supervisor caretakers who have worked for at least 12 months will become eligible for annual incremental progression, on 1 April each year, unless the employer considers that the employee has failed to meet standards of performance as assessed by the employer against the job description or written requirements for the position and has informed the employee of this no later than 15 February.

5.3 Swimming Pool Allowance

- 5.3.1 A caretaker or ground staff employee required to undertake the operation, chlorination and maintenance of filtered or draw and fill school swimming pools for the purposes of providing and maintaining an adequate standard of hygiene, during periods when the pool is open for official school use shall be paid the allowance specified below for each day they undertake these duties during the period of the year when the school is open.
- 5.3.2 Only a caretaker or ground staff employee who is solely responsible for the complete operation and maintenance of school swimming pools, as detailed in subclause 5.3.1 qualifies for the allowance.

- 5.3.3 The allowance, in addition to wages for such time worked, will also be paid where the employer authorises the opening of the pool for public use during weekends, school vacations, or other periods when the school is not officially open and where the caretaker or ground staff employee has agreed to undertake these additional duties.

- **swimming pool allowance - \$4.50 per day**

Note: Appendix A sets out the procedures to be followed in handling swimming pool chemicals.

5.4 Meal Allowance

Where a caretaker or ground staff employee completes nine and a half hours or more on any one day, the employer shall provide them with a suitable meal or, in lieu thereof, pay an allowance at the rate specified below.

- **meal allowance - \$10.00**

5.5 Clothing and Footwear Allowance

A clothing and footwear allowance at the rate specified below shall be paid after the first week's employment, except where the employer supplies suitable clothing. For cleaners, provision of a "popover" smock is agreed to be suitable clothing.

- **clothing/footwear allowance – 15 cents/hour (taxable)**

5.6 Higher Duties Allowance

- 5.6.1 Any cleaner, assistant caretaker or ground staff directed to perform work for which a higher rate is prescribed shall be paid the higher rate for the period of such work; provided that a cleaner can only be directed to perform higher duties in the absence of the caretaker/assistant caretaker/part-time caretaker or ground staff.

- 5.6.2 Nothing in this clause shall prevent an employer from specifically authorising payment of a special duties' allowance to a worker who is directed, in special circumstances, to carry out duties other than those for which they are employed.

5.7 Transport Allowance

- 5.7.1 Where a worker is directed by their employer to use their own car, and providing such worker is willing, they shall be paid at the rate below.

- 5.7.2 In such instances the worker shall also be responsible for arranging the appropriate insurance; Provided that where the use of such car on the employer's business necessitates altering the nature of the insurance on such car, the employer shall refund to the worker any extra premium which is attributable to the car being used on the employer's business.

- **transport allowance - 59 cents per kilometre**

5.8 Height Allowance

A worker required to work 6.1 metres from the ground or floor, or from 6.1 metres above a veranda, shall be paid an allowance at the rate specified.

- **height allowance - \$1.74 per day or portion of a day**

5.9 Unusually Dirty Work Allowance

A worker performing unusually dirty work in out-of-the-ordinary circumstances such as cleaning or removing vomit and excreta outside of toilet bowls, excess dust and dirt from demolition or construction on site being cleaned, flood damage, sewage overflow, human remains and animal offal, shall while so employed, be paid at the rate specified below. A worker performing such work shall be provided with overalls and gloves and masks where necessary.

- **unusually dirty work allowance - \$3.85 per day**

Note: Where entitlement arises under this clause, the allowance must be paid in full at this rate once only per day.

5.10 Bicycle Allowance

A worker instructed to use their own bicycle in the course of employment shall be paid an allowance at the rate specified below.

- **bicycle allowance - \$2.47 per week**

5.11 Broken Time Allowance

Where the daily hours of a worker other than a resident caretaker are not continuous, an allowance shall be paid at the rate specified below. This payment is to recompense the worker for the additional cost of travel and other expenses incurred in working the broken shift.

- **broken time allowance - \$3.71 per day**

PART 6 – LEAVE PROVISIONS: GENERAL

6.1 Sick Leave

- 6.1.1 An employee is entitled to 10 days' sick leave for each year of service. Sick leave can be taken when the employee is absent because they are sick or injured or where their spouse, partner, or someone dependent on the employee for care is sick or injured.
- 6.1.2 Sick leave is to be paid in respect of the actual working days but excluding any public holiday.
- 6.1.3 Unused sick leave shall be accumulated. It may not be anticipated except where the employer and employee agree.
- 6.1.4 An employee shall produce a medical certificate or other evidence of illness if required to do so by the employer for absences of three or more consecutive calendar days.
- 6.1.5 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 this is possible after that time.

6.2 Bereavement Leave

- 6.2.1 An employee shall be granted bereavement/tangihanga leave on pay to allow a reasonable opportunity for the employee to discharge their obligations and/or to pay their 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, they are obliged to attend to as a part of a tangihanga or its equivalent.
- 6.2.2 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:

- (a) The minimum entitlement prescribed in the Holidays Act 2003 for a bereavement on the death of the employee's spouse or partner, parent, child (including miscarriage or stillbirth), sibling grandparent, grandchild or spouse's or partner's parent is three days' paid leave.
 - (b) 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 6.2.1 or 6.2.2. exist is one day.
- 6.2.3 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.
- 6.2.4 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 6.2.2 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.
- 6.2.5 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.

6.3 Public Holidays

- 6.3.1 The Holidays Act 2003 and its subsequent amendments shall apply except where otherwise provided.
- 6.3.2 The following days shall be observed as public holidays and paid in accordance with the provisions of the Holidays Act 2003: New Year's Day, 2 January, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, Anniversary Day (or another day in lieu thereof), the birthday of the reigning Sovereign, Matariki, Labour Day, Christmas Day, and Boxing Day.
- 6.3.3 Subject to clause 6.4.6(a) below, employees shall also be entitled to a paid day off on Easter Tuesday (if it is an otherwise working day for that employee) and the day will be treated as if it were a public holiday.
- 6.3.4 If the employee does not work on a public holiday and the day would otherwise be a working day for the employee, the employer must pay the employee not less than the employee's relevant daily pay for that day.

6.3.5 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.

6.3.6 Should any of the statutory holidays mentioned in subclause 6.4.2 fall on a Saturday or a Sunday, such holidays shall be observed as provided for under Section 45 and 45A of the Holidays Act 2003.

6.4 Annual Leave

6.4.1 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). A school must allow an employee to take annual leave in the year it falls due. Employees with unused annual leave carried over from a previous year or years will discuss a leave plan with their employer.

6.4.2 All employees are entitled, based on their current continuous service in the state or integrated education service and the commencement dates contained in the clauses' titles, to the leave provisions contained in 6.5.4, 6.5.5 or 6.5.6. No employee shall be covered by more than one of these three clauses at any point in time.

6.4.3 For the purposes of annual leave, a 'week' of leave for an employee is based on their ordinary working week.

6.4.4 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 6.4.
- (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 percent 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.
- (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.

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

- (a) Upon completion of five years current continuous service 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 6.4.

- (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 percent of gross earnings for the period worked during that school year for that employer, less any annual leave payment made 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 6.4.5 (a) and (b).

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

- (a) Upon completion of ten years current continuous service in a state or integrated school, each employee bound by this collective agreement shall, for the eleventh and subsequent years, be entitled from to accrue five weeks annual leave. Employees entitled to five weeks annual leave under this clause, shall no longer be entitled to Easter Tuesday as an additional paid holiday (as outlined in clause 6.4.3). Notwithstanding clause 6.5.1, employees agree to take Easter Tuesday as paid annual leave.
- (b) Where the employee commences employment with an employer after the beginning of the school year the employer shall pay an amount equal to 10 percent of gross earnings for the period worked during that school year for that employer, less any annual leave payment made 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 the holiday pay shall be calculated on the basis of annual leave entitlements provided for in clause 6.4.6(a) and (b).

6.5 Special Holidays for Long Service

6.5.1 A worker shall be entitled to special holidays as follows:

- (a) one special holiday of two weeks after the completion of 15 years and before the completion of 25 years of continuous service within the state education service.
- (b) one special holiday of three weeks after the completion of 25 years and before the completion of 35 years of continuous service within the state education service.
- (c) one special holiday of five weeks after the completion of 35 years' continuous service within the state education service.

6.5.2 Should a worker have completed 25 years of continuous service within the state education service prior to the date of this Agreement, they shall not be entitled to the special holiday provided for in paragraph (a) of subclause 6.5.1. Should a worker have completed 35 years of continuous service within the state education service prior to the effective date of this Agreement, they shall not be entitled to the special holiday provided for in paragraphs (a) and (b) of subclause 6.5.1.

- 6.5.3 All such special holidays provided for in 6.5.1 shall be on ordinary weekly pay as defined by the Holidays Act 2003 and may be taken in one or more periods and at such time or times as may be agreed by the employer and the worker.
- 6.5.4 If a worker, having become entitled to a special holiday, leaves their employment before such holiday has been taken, they shall be paid in lieu thereof.
- 6.5.5 The provisions of this clause shall not apply where an employer has in operation, or brings into operation, an alternative scheme for rewarding service which is not less favourable to the worker than the foregoing.

6.6 Jury Service

Paid leave shall be granted to a worker required to perform jury service subject to the worker paying to the employer all their jury service remuneration.

6.7 Parental Leave

Parental leave shall be allowed in accordance with the requirements and provisions of the Parental Leave and Employment Protection Act 1987.

6.8 Family Violence Leave

Family Violence Leave as provided for by the Holidays Act 2003 is in addition to other leave allowances within the collective agreement.

Notes:

- (a) Employees are encouraged to discuss with their employer what is available if they are affected by family violence. Further information is available on the Employment New Zealand website: <https://www.employment.govt.nz/leave-and-holidays/domestic-violence-leave/rights-and-responsibilities/>.
- (b) At the time of settlement, the Holidays Act 2003 entitles employees to up to 10 days of paid leave per year, in order to deal with the effects of family violence. The employee must tell their manager if they are going to take leave as soon as they can (before their usual start time, if possible.) The employee can also ask for flexible work arrangements for up to two months to deal with the effects of family violence.

6.9 Disregarded Sick Leave

- 6.9.1 Disregarded sick leave will be granted where the employer is satisfied that the employee has contracted a notifiable infectious disease listed in Part 1 of Schedule 1 of the Health Act 1956, and is either:
- (a) complying with a written request or direction from a Medical Officer of Health to refrain from attending school for a specified period, or
 - (b) is otherwise prevented from attending work by a relevant Public Health Order.

- 6.9.2 The employee shall produce:
- (a) a medical certificate or other evidence of illness, as required by their employer, for absences exceeding two days; and
 - (b) evidence of the written request or direction from the Medical Officer of Health or a copy of the relevant Public Health Order.
- 6.9.3 The maximum number of days of sick leave that can be disregarded is the lesser of:
- (a) The period specified by the Medical Officer of Health or the relevant Public Health Order; or
 - (b) The number of days of paid sick leave available to the employee on the day prior to the first day of the period specified by the Medical Officer of Health or Public Health Order.
- 6.9.4 Where paid sick leave has been deducted for any period subsequently granted as disregarded sick leave under clause 6.10.1 above, the sick leave will be reinstated.

PART 7 – OTHER MATTERS

7.1 Variation of Hours Per Week and/or Weeks Per Year

- 7.1.1** (a) 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 and shall remain in force until varied as below. After consideration of the requirements of the school and following expiry of the minimum 12 month period, the employer shall give the employee not less than two month's written notice of any variation in hours of work and/or weeks to be worked, prior to this variation coming into effect.
- (b) 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.
- (c) Provided that any worker who commences employment within the 12 month period following the employers last assessment will be subject to the provisions of subclause 7.1.2 at any point following the expiry of the said 12 month period.
- (d) Where the employer, employee, and union agree, the hours of work and/or the weeks to be worked may be varied during the 12 month period.
- 7.1.2** The regular working period as defined in 7.1.1 above may be varied by the employer to take effect at any time following the expiry of the 12 month period specified in subclause 7.1.1.
- 7.1.3** Where the variation referred to in 7.1.1 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. This could mean an adjustment to duties or the frequency with which certain duties are performed.

Any discussions during this period may involve others in the employee's team.

- 7.1.4 Where the proposed variation referred to in 7.1.2 will require an increase in the worker's hours, their agreement must be obtained.
- 7.1.5 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, 7.1.1-7.1.4 shall not apply, provided that the employer will take into account the personal circumstances of the employee(s). Such extra hours shall only apply for so long as the temporary demand or the special circumstances exist.
- 7.1.6 Subclauses 7.1.1 to 7.1.5 inclusive of this clause shall not apply to additional hours which are required to meet special or temporary circumstances. Such extra hours shall only apply for the duration of the special or temporary circumstances.

7.2 Payment of Wages

- 7.2.1 Wages shall be paid fortnightly by direct credit to the worker's nominated bank account. Wages shall be paid within four days of completing the fortnight's work and not later than Thursday. If a holiday falls on a Friday, wages shall be paid not later than Wednesday in that week.
- 7.2.2 Notwithstanding any provision contained in this Agreement, an employer may ` pay the amount of wages due to any worker to the nearest dollar above the precise calculation; provided that the difference between the precise calculation and the nearest dollar payment above that calculation is carried forward as a deduction into the following pay calculation. Workers shall be supplied in writing with details of the manner in which their wages have been calculated.
- 7.2.3 Workers shall be provided with full details of their earnings on an approved pay advice form showing hourly or weekly rate, wages, overtime, allowances and all deductions from the worker's wages.
- 7.2.4 The employer shall deduct union dues from those workers who are bound by this Agreement and who have given the employer written authority to make such a deduction. The employer shall remit such deductions to the union with a list of employees for whom deductions have been made, following the end of each pay run.
- 7.2.5 The employer shall, upon written request and subject to the agreement of the employee in question, supply to the Union a list of all workers, with each worker's address, but not more frequently than at three monthly intervals. Such a list shall be returned not more than 30 days after receipt of the request from the Union.

7.3 Safety and Protective Clothing

- 7.3.1 When a worker is engaged in any work which might involve a hazard to the health or safety of the worker, the employer shall provide clothing or equipment appropriate for the protection of the worker from such hazard. Should a worker fail to utilise the safety devices so provided, it may be deemed to constitute misconduct or serious misconduct as appropriate.
- 7.3.2 No female cleaner shall be required to undertake the cleaning of men's toilets while they are in use.
- 7.3.3 Safety devices shall be provided for workers required to work more than 3 metres from the ground, floor, or verandah. The employer shall insist upon safety devices being used for all work performed more than 3 metres from the ground, floor or verandah. Should a worker fail to utilise the safety devices so provided, it shall be deemed to constitute serious misconduct.
- 7.3.4 Safety and protective items to be supplied to workers, which remain the property of the employer, shall include the following:
- (i) rubber gloves where a worker is employed in cleaning toilets or needs their hands protected for medical reasons;
 - (ii) gumboots where a worker is required to wear them in the course of their employment. Where gumboots are issued to a worker the employer shall ensure that they are in a clean and hygienic condition;
 - (iii) raincoats and leggings shall be made available where these are required by a worker in the course of their employment;
 - (iv) overalls specifically where they are required for a worker attending to the operation of boilers;
 - (v) overalls (in addition to those supplied under (iv) above) where a worker is required to attend to the operation of swimming pools;
 - (vi) effective ear protectors where a worker operates, or works near, noisy motorised equipment;
 - (vii) transformers shall be supplied at all times where a worker is required to do wet machine scrubbing or wet machine suction drying. This does not include such operations as carpet- shampooing and spray buffing.
- 7.3.5 All electric polishing and scrubbing machines and vacuum cleaners with their leads shall be checked by a registered electrician at intervals not exceeding three months.
- 7.3.6 The employer shall have the right in accordance with the provisions of 7.11.2 to deduct from wages and all other monies due to the worker at the date of termination of employment the reasonable cost, after allowing for fair wear and tear, of any articles of clothing supplied or paid for by the employer and not returned by the worker.

7.4 Immunisation

- 7.4.1 The parties agree in principle that responsibility for pre-exposure immunisation of workers rests with employers who should accept responsibility for safety in the workplace, advised as necessary by health officials.

7.4.2 In situations where workers 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.

7.4.2 In all situations where there is a risk of infection of the kind envisaged in 7.4.2 above, it shall be the duty of the employer to require safe working practices on the part of the worker and to ensure appropriate hygiene practices to reduce such risk to a minimum, whether or not immunisation is considered advisable.

7.5 Health and Safety

7.5.1 The parties recognise the importance of ensuring good and safe working conditions through Health and Safety in the workplace, and that it is a mutual obligation of school boards and employees to achieve this through a participative approach.

7.5.2 Accordingly, the parties recognise that School Boards and employees are committed to attaining a safe working environment and acknowledge the requirements of the Health & Safety at Work Act 2015, in particular the mutual obligation of boards and employees to assess risks and identify and manage all hazards associated with the employer's business. school boards shall recognise Health & Safety workplace representatives as provided for in the Health & Safety at Work Act 2015.

7.5A General Conditions

7.5A.1 A worker may not delegate all or any part of their work without the written approval of the employer.

7.5A.2 The employer shall provide facilities for the storing of implements and materials, and facilities for the workers to change their clothes, and, if necessary to have a meal.

7.5A.3 Tea, sugar and milk shall be supplied at all meal intervals and rest periods.

7.5A.4 The employer shall provide all implements and materials including mops and wringer buckets, where necessary, for the purpose of carrying out the work covered by this Agreement.

7.5A.5 Where practicable, hot water shall be supplied at all times where scrubbing is to be done.

7.5A.6 The time necessary for the proper cleaning and care of school properties will be assessed by the employer concerned and, subject to the provisions of clause 7.1, this assessment shall form the basis of an agreement with the workers. Where the employer has reason to believe the assessment may result in the reduction of hours to any worker employed under this Agreement, the union shall be invited to be involved in the assessment process, although the employer retains the right to make the final decision.

- 7.5A.7 Nothing in this Agreement shall be construed as prohibiting workers from doing relieving duty of not more than two hours per day at other than their usual occupation without alteration in their usual weekly wages; provided that not more than the weekly hours fixed in clauses 2.4, 3.6 and 4.4 of this Agreement are worked.

7.6 Paid Union Meetings

Two paid union meetings may be held each year. They shall be held at times which do not interfere unreasonably with the employer's business. The Union shall give the employer at least two weeks' notice of its intention to hold such a meeting.

7.7 Right of Entry

- 7.7.1 A representative or representatives of the Union 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.
- 7.7.2 The representative(s) 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.

7.8 Discipline and Dismissal

- 7.8.1 The following principles are to be followed when dealing with disciplinary matters:
- (a) The employee must be advised in writing of the specific matter(s) causing concern and be given a reasonable time and 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.
 - (b) The employee must be advised of the right to request representation at any stage.
 - (c) Where relevant 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 alleged offence is sufficiently serious an employee may be placed on suspension pending further inquiry under (a). In most situations the suspension will be on pay. In exceptional cases where the circumstances warrant, following discussion with the employee and their representative, leave without pay may be considered.
 - (e) The disciplinary findings and any disciplinary action will be recorded in writing and a copy provided to the employee and placed on their personal file.
 - (f) The provisions in Part 8 explain the processes available under the Employment Relations Act 2000 to any employee aggrieved by any action of their employer taken under these provisions.

- 7.8.2 Nothing in 7.8.1 prevents summary dismissal without notice in the case of serious misconduct.

7.9 Redundancy

Attention is drawn to Part 6A (Subpart 1) and Schedule 1A of the Employment Relations Act 2000 which provides certain rights to employees providing cleaning services, food catering services, caretaking, or laundry services for the education sector in a restructuring situation. Clause 7.9 needs to be read in the context of Part 6A of the Employment Relations Act 2000.

- 7.9.1 The following provisions including Appendix B shall not apply to any fixed term employee. The provisions in relation to staff affected by a school reorganisation process are set out under Appendix B of this Agreement. The provisions in relation to staff affected by any other surplus staffing situation are set out in clauses 7.9.2 to 7.9.11 of this Agreement.
- 7.9.2 A surplus staffing situation may arise when the work undertaken by the worker 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:
- the reorganisation or review of work;
 - a change in plant (or like cause) relevant to the individual worker's employment;
 - change of status or closure of the school; or
 - contracting out of the worker's work.
- 7.9.3 The employer shall, at least six weeks prior to issuing notice of termination, advise any affected worker(s), and the Union where any affected worker(s) are members of the union, of the possibility of a surplus staffing situation.
- 7.9.4 The period of notice is to allow time for discussion between the employer and the worker(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.
- 7.9.5 If the required number of positions cannot be achieved through attrition (refer 7.9.4 above) and a surplus staffing situation still exists any worker(s) who is identified as surplus shall be given a minimum of one month's written notice of termination of employment.
- 7.9.6 During the notice of termination period both the employer and the worker shall make reasonable efforts to locate alternative employment for the worker. The employer will provide reasonable paid time to attend interviews, where prior approval will not be unreasonably withheld.

- 7.9.7 In the event that a reasonable offer of employment is made the employer's responsibilities under these provisions shall be fulfilled. A reasonable offer of employment shall constitute an offer of employment that:
- is in the same location or in a state or integrated school within reasonable commuting distance providing that school is the employer; and
 - has comparable duties and responsibilities; and
 - has terms and conditions that are no less favourable
- providing the employment being offered is available to be taken up by the worker prior to or at the conclusion of the notice of termination period.
- 7.9.8 If the offer of employment referred to in subclause 7.9.7 is not a reasonable offer by reason only that it is not available to be taken up by the worker 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 worker; and under these circumstances the offer shall be deemed to be reasonable.
- 7.9.9 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. This offer may be to a lower graded position to that previously held (as described under Appendix B 8.6) or to a position with reduced hours (as described under Appendix B 8.7) and may incorporate either the equalisation allowance or the partial redundancy provision as provided for in Appendix B. Where the employee accepts such an offer the employer of the closing school's responsibilities under 7.9.10 below shall be fulfilled. Where the employee does not accept such an offer, the provisions of 7.9.10 shall apply.
- 7.9.10 Except as provided in 7.9.9 above, where a reasonable offer of employment is not made before the expiry of the notice of termination period the worker will be entitled to redundancy pay calculated as follows:
- (i) Six weeks pay for the first year of service and two weeks pay for each subsequent year or part thereof to a maximum of 30 weeks in total.
Note 1: 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.
Note 2: For the purposes of the redundancy calculation the definition of service is the same as that defined in subclauses 1.7.1 to 1.7.8 provided that no period of service that ended with the worker receiving a redundancy or severance payment shall be counted as service.
Note 3: A worker with less than one year's service shall receive a pro-rata payment.
 - (ii) All holiday pay and wages owing.
- 7.9.11 A work reference or record of service shall be provided on the worker's request.

7.10 Abandonment of Employment

- 7.10.1 Where a worker (full-time or part-time) 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.

7.11 Termination of Employment

- 7.11.1 Unless otherwise agreed between the employer and the employee, termination of employment shall be two weeks' notice by either the employee or the employer, to the other party; except in cases of serious misconduct which may warrant instant dismissal.
- 7.11.2 Where the appropriate notice is given, and subject in all cases to the prior return of keys, clothing, equipment, etc., then the worker shall either be paid on completion of their duties, or the employer shall at the next available full pay period after the completion of the worker's duties, post a remittance or cheque for the known net amount due, to the worker. If the employer fails to comply with this provision, the employer shall be liable to a penalty of 15 percent of the net amount due to be paid to the worker subject to the return to the employer of all keys. The 15 percent penalty shall not apply to issues in relation to matters other than base pay and holiday pay where further investigation is required to resolve entitlement.

PART 8 – EMPLOYMENT RELATIONSHIP PROBLEM RESOLUTION

What is an employment relationship problem?

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

Resolving an employment relationship problem

The worker 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).

Any worker (or employer) has the right to be represented at any stage.

When a problem arises, union members should contact their local E tū organiser for advice and representation.

Employers should contact NZSTA or other adviser/representative of choice.

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.

A worker 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 worker organisation, or have suffered duress over membership or non-membership of a union or other worker organisation.
- They have been discriminated against in terms of the prohibited grounds of discrimination under the Human Rights Act 1993.
- They have been treated adversely in their employment on the ground that they are, or are suspected or assumed or believed to be, a person affected by family violence.
- They have been subject to duress in their employment in relation to membership or non-membership of a union or employees' organisation; or
- their employer has failed to comply with a requirement of Part 6A of the Employment Relations Act; or
- they have been disadvantaged by the employee's employment agreement not being in accordance with section 67C, 67D, 67G, or 67H of the Employment Relations Act; or
- their employer has contravened section 67F or 67G(3) of the Employment Relations Act; or

- their employer has, in relation to the employee,—
 - engaged in adverse conduct for a prohibited health and safety reason; or
 - contravened section 92 of the Health and Safety at Work Act 2015 (which prohibits coercion or inducement); or
- their employer has retaliated, or threatened to retaliate, against the employee in breach of section 21 of the Protected Disclosures (Protection of Whistleblowers) Act 2022 (because the employee intends to make or has made a protected disclosure).

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. The Employment Relations Act 2000 can be accessed through the following link: <https://legislation.govt.nz/act/public/2000/0024/latest/whole.html#contents>

As with other employment relationship problems, the parties should always try to resolve a personal grievance through discussion.

Either party can refer a personal grievance to the Employment Relations Service of the Ministry of Business, Innovation and Employment for mediation assistance, or to the Employment Relations Authority.

If the problem relates to a type of discrimination that can be the subject of a complaint to the Human Rights Commission under the Human Rights Act 1993, the person can either take a personal grievance, or complain to the Human Rights Commission, but not both. If in doubt, advice should be sought before deciding.

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 at www.employment.govt.nz.

The MBIE's Employment New Zealand Service can be contacted by e-mail: <https://www.employment.govt.nz/about/email-us/>.

- ***Mediation Service.***

The Mediation Service is a free and independent service available through the MBIE, as above.

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 a worker 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.

SIGNATORIES

Dated 14 November 2022.

George Hollingsworth
Advocate
E tu

Nicole Williams
Advocate
for Secretary for Education

Kate Lethbridge
Witnessed on behalf of the
New Zealand School Trustees Association

APPENDIX A: HANDLING OF SWIMMING POOL CHEMICALS

The following procedures must be strictly observed when handling calcium hypochlorite:

- 1 Under no circumstances should school children be permitted to handle calcium hypochlorite in pure or diluted form.
- 2 The safety equipment provided must be worn at all times when calcium hypochlorite is handled or mixed.
- 3 Do not smoke when handling calcium hypochlorite.
- 4 As considerable heat of solution is generated the dry powder should never be placed in wet containers but should be poured into several times its own volume of cold water. Plastic buckets should be used.
- 5 Measuring containers made only of plastic, china or enamel shall be used and must be completely dry and free from any foreign matter.
- 6 Plastic bags in containers that are in use must be kept tightly sealed.
- 7 Do not allow powder or made up solution to come into contact with eyes or clothing and avoid breathing airborne dust; this will be prevented by the use of safety equipment.
- 8 If the powder does come into contact with the skin wash off with liberal quantities of water.
- 9 Calcium hypochlorite must not be mixed with any other chemical.
- 10 Dispose of spilled calcium hypochlorite by flushing with large amounts of water.
- 11 Small quantities of calcium hypochlorite remaining in drums should be flushed with large amounts of water and clean drum disposed of. Do not use the drum for any other purpose.
- 12 Drums containing calcium hypochlorite should be inspected for corrosion. If severely corroded, the employer should be informed, to replace the drum.
- 13 If chlorinating tablets (eg, "Clearon") are being used in conjunction with calcium hypochlorite powder, the tablets must be kept separately from the powder and the two should never be mixed except in the swimming pool water.

APPENDIX B: SCHOOL REORGANISATION

1 Purpose/Definitions

The purposes of these provisions are to:

- (a) Provide, as far as is possible, employment protection for employees involved in a school reorganisation process;
 - (b) Provide a school reorganisation process that facilitates a fair and orderly transition;
 - (c) Ensure an appropriate structure is in place to enable the reorganised school to function efficiently and effectively;
 - (d) Ensure that as many employees as possible currently employed in a reorganising school are re-assigned or re-confirmed to positions in the reorganised school;
 - (e) Ensure that employees of the reorganising schools who are not reconfirmed or reassigned to positions in the reorganised school have access to redundancy compensation in a fair and timely manner.
-
- 1.1 “School reorganisation process” shall mean a process which is Ministry of Education | Te Tāhuhu o te Mātauranga initiated and/or approved by the Minister of Education in which the future class, or designation, or structure of a school is being reviewed in conjunction with the future class, or designation, or structure of any other school or schools.
 - 1.2 “Reorganising schools” shall be the schools determined by the Minister of Education in accordance with s605 Education and Training Act 2020.
 - 1.3 “Reorganised school” is the continuing school/s from the gazetted commencement date of reorganisation. This includes schools that have also decapitated or recapitated in addition to physically reorganising with another school or schools whether or not there is a change of class or designation.
 - 1.4 “Class of school” shall mean primary, intermediate, secondary, composite as defined in Section 10 of the Education and Training Act 2020.
 - 1.5 “Designation” shall mean ‘contributing, area, restricted composite, special character, or kura kaupapa Maori as defined in the Education and Training Act 2020.
 - 1.6 “Decapitation” shall mean where a primary school is redesignated as a contributing school or a composite school is reclassified as a secondary school or a primary school.
 - 1.7 For the purpose of the following clauses ‘employee’ shall mean a permanent employee of a school involved in a school reorganisation process and includes an employee who is subject to any staff surplus process that occurs as a consequence of the school reorganisation process.
 - 1.8 For the purpose of the following clauses ‘union’ shall mean E tū Inc. or any other such organisation they choose to represent them.

2 Initiation of a School Reorganisation Process

21 The Secretary for Education shall notify the union of the initiation of a school reorganisation process, and the schools involved in that process, as follows:

- (a) Upon the Minister of Education's announcement of a school reorganisation process; or
- (b) At the date the Minister of Education approves an application for two or more schools to enter into a school reorganisation process.

3 Employment Protection

31 Actual vacancies that arise at all schools involved in a school reorganisation process following the announcement as described in clause 2 of this appendix 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 this Appendix.

32 Throughout the school reorganisation process the employer shall attempt to meet any reduction required by the use of attrition.

33 Throughout the school reorganisation process no position (as defined under this Agreement) at the reorganised school shall be externally advertised until the reconfirmation and reassignment processes described in sub-clauses 10 and 11 below have been finalised.

4 The announcement of the final outcome of a school reorganisation process

41 At the conclusion of the school reorganisation process the Secretary for Education shall announce the final class, designation or structure for the schools involved in the school reorganisation process.

42 The final announcement shall identify the schools as follows:

- (i) Retained unchanged or recapitated
- (ii) Closed
- (iii) Decapitated but not reorganised
- (iv) Reorganised.

43 Each identified school shall then proceed with a Staffing Needs Analysis in accordance with this appendix.

5 Staffing Needs Analysis for reorganising schools involved in a school reorganisation process

51 The needs analysis is the process that designs the staffing structure for the reorganised school. This process will be conducted by representatives of all the boards involved in the merger (the joint schools' committee or merger committee).

- 52 This committee shall conduct a needs analysis in consultation with employees and the union.
- 53 The needs analysis shall
- (i) Identify the future support staff structure and needs of the reorganised school; and
 - (ii) Ensure that the required staff roles have been clearly defined in terms of occupational category and appropriate grade.
- 54 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 union, for further consultation.
- 55 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.)
- 56 If, as a result of consultation, there are alterations to this draft, the amended versions shall also be made available for a further five working days.
- 57 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 reorganised 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 sub-clause 13.1 of this appendix, may be given.
- 58 Employees shall have at least one calendar weeks’ notice of the closing date for expressions of interest in the position(s) at the reorganised school.

6 The Appointments Process

- 61 The boards involved in the merger may agree on a Joint Appointments Committee or use the committee referred to in 5.1 of this appendix (hereafter referred to as the Committee). The Committee should be responsible for managing the reconfirmation and reassignment process for all staff. Where applicable this will include representation from the establishment board of a newly created school.
- 62 The principal of the reorganised school, once appointed, should be included on the Committee.

7 Expressions of Preference in Positions

- 7.1 When the new staffing structure is announced, the employer shall invite all employees of the reorganising schools to express a preference (or preferences) in writing, for a position (or positions) at the reorganised school.

72 Employees shall have at least seven (7) days' notice of the closing date for expressions of preference in the position(s) at the reorganised school.

73 The employer shall acknowledge in writing any expression of interest arising under this clause.

8 Voluntary Option

81 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 7.9 (Redundancy) of the collective agreement.

82 An employee may continue to volunteer for this option without prejudice or withdraw from it at any point in the school reorganisation 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.

83 The employer shall not be bound to agree to any application for voluntary redundancy.

9 Appointment/Selection Process

91 For the purpose of the clauses below:

- (i) 'Reconfirmation' shall mean the process whereby employees are transferred to suitable positions at the re-organised school. 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.
- (ii) 'Reassignment' shall mean the process that applies to equivalent positions.
- (iii) 'Equivalent position' shall mean employment in an equivalent position, in relation to the employee's previous position, that is:
 - generally similar in role, duties and status; and
 - requires similar qualifications, training, skills and experience but may have a different title; and
 - is in the same general locality; and
 - is on terms and conditions of employment that are no less favourable than those that applied to the employee immediately before the offer of employment.
- (iv) Merit means the most suitable person and primarily includes assessment of qualifications, training, skills and experience.

92 Where any employee directly affected by a school reorganisation declines the offer of reconfirmation or reassignment to an equivalent position in a reorganised school, that employee's employment shall be terminated without further compensation pursuant to s605 Education and Training Act 2020.

10 Reconfirmation

- 10.1 The employer shall reconfirm (as defined in clause 9.1(a) of this appendix) employees to suitable positions at the reorganised school.
- 10.2 An employee may be reconfirmed to their preferred position or, subject to their agreement, to a position for which s/he is appropriately qualified and experienced.
- 10.3 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.
- 10.4 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.
- 10.5 Partial redundancy will be calculated on the basis of applying the redundancy pay formula described in clause 7.9 (Redundancy) of this Agreement to the total number of reduced ordinary hours per week as set out under clause 7.1 of the collective agreement. This total shall be paid as an allowance over the number of weeks of entitlement to a maximum of 30 weeks. Should the employee's hours increase over this period the allowance will be reduced or removed accordingly.

11 Re-assignment to Equivalent Positions

- 11.1 Following completion of the reconfirmation process, the employer may reassign an employee, who has not been reconfirmed in accordance with clause 10, to a suitable position at the reorganised school.
- 11.2 Subject to the provisions in this section, if an employee expresses a preference for a position that is equivalent (as defined under 9.1(c) of this appendix) to their current position, and s/he is the only suitably qualified and experienced employee for that position, they shall be reassigned to that position.
- 11.3 An employee may be reassigned to their preferred position or, subject to the agreement of the employee, to an equivalent position for which they are appropriately qualified and experienced.
- 11.4 Where there are more employees in positions that are equivalent than there are such positions at the reorganised 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.
- 11.5 Subject to 11.6 and 11.7 below, employees who are not appointed to an equivalent position at the reorganised school may, by mutual agreement and consistent with the reassignment process of this appendix, be appointed to any vacant position for which they could become suitable with reasonable access to retraining.

- 11.6 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 equalisation 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 paid to the employee prior to reassignment and that paid for the position to which they have been reassigned. Should the position be upgraded, or a higher graded position obtained during the 12month period, the allowance would be reduced accordingly or removed.
- 11.7 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 7.9 (Redundancy) of this Agreement to the total number of reduced ordinary hours per week, as set under clause 7.1 of the collective agreement. This total shall be paid as an allowance over the number of weeks of entitlement to a maximum of 30 weeks. Should the employee's hours increase over this period it will be reduced or removed accordingly.
- 11.8 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 13 below will apply to any such employee.

12 Unfilled Positions

Purpose

- 12.1 The purpose of these provisions is to provide opportunities for employees directly affected by the closure of their school to gain employment in the reorganised school. The final decision to make any or all appointments, to the vacant positions, lies with the Board of the reorganised school.

Process

- 12.2 At the completion of the reconfirmation and reassignment processes described in clauses 10 and 11 of this appendix, every unfilled position in the reorganised school shall, in the first instance, be advertised in all the other schools which are identified as being part of the school reorganisation process in accordance with clause 2.1 of this appendix and section s605 Education and Training Act 2020 and which are being closed as a result of that process.
- 12.3 Employees whose positions were disestablished at any other school which is identified as being part of the school reorganisation process as described in 12.2 and is being closed as a result of that process, may seek appointment to any position advertised at the reorganised school.
- 12.4 Where there are unfilled positions in a reorganised school and where there are applicants from the closing school, the board of the closing school may nominate a parent member of its board to participate in the appointment process except for the decision making process.
- 12.5 Employees whose positions were disestablished at any other school which is identified

as being part of the school reorganisation process and is being closed as a result of that process may, by mutual agreement, be appointed to any vacant position for which they could become suitable with reasonable access to retraining.

126 Where the employer makes an offer of an equivalent position as defined in s. 605(5) of the Education and Training Act 2020 to an applicant from the closed school and that applicant chooses not to accept the offer, s605 Education and Training Act 2020 applies whether or not the employee applied for the position.

127 If, at the completion of the processes described in clauses 12.1 – 12.6 of this appendix, any position or positions remain unfilled, they may be advertised externally.

13 Staff Surplus Entitlements in Schools Involved in a School Reorganisation Process

13.1 Any employee who is not reconfirmed or reassigned as per clause 11 and 12 of this appendix 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.

13.2 If, during the two-month notice period arising from the application of both clause 5.7 and 13.1 of this appendix, a suitable permanent position arises at the reorganised school the employee may seek appointment to that position and, if they are suitably qualified and experienced, they shall be appointed to that position.

13.3 During the notice period the employer will provide reasonable paid time for the employee to attend interviews.

13.4 Subclauses 7.9.6-7.9.8 (Redundancy) of this Agreement 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, 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.

13.5 If at the completion of the notice period alternative employment is not found in accordance with this appendix, or subclauses 7.9.6-7.9.8 (Redundancy) of this Agreement, the employee will receive redundancy and a work reference or record of service in accordance with clauses 7.9.10-7.9.11 of this Agreement.

APPENDIX C: GRANDPARENTED GROUNDSTAFF RETIRING LEAVE

1. Retiring leave may be granted to full-time ground staff employees on completion of 40 years' service or on completion of ten or more years' service at age 60 years or over.
2. The entitlement will be in accordance with clause 4.8 and the schedule specified below. Retiring leave may be taken as leave or may be taken as a lump sum grant on retirement.
3. Provided the eligibility criteria specified above are met, retiring leave will be granted on the following basis.

Entitlement (in working days) with Service of Years and Months Specified:

Years of Service	Months of Service					
	0	2	4	6	8	10
10	22	23	24	24	25	26
11	26	27	28	29	29	30
12	31	31	32	33	34	34
13	35	36	36	37	38	39
14	39	40	41	41	42	43
15	44	44	45	46	46	47
16	48	49	49	50	51	51
17	52	53	54	54	55	56
18	56	57	58	59	59	60
19	61	61	62	63	64	64
20-25	65	65	65	65	65	65
25	65	66	66	67	68	69
26	69	70	71	71	72	73
27	74	74	75	76	76	77
28	78	79	79	80	81	81
29	82	83	84	84	85	86
30	86	87	88	89	89	90
31	91	91	92	93	94	94
32	95	96	96	97	98	99
33	99	100	101	101	102	103
34	104	104	105	106	106	107
35	108	109	109	110	111	111
36	112	113	114	114	115	116
37	116	117	118	119	119	120
38	121	121	122	123	124	124
39	125	126	126	127	128	129
40 or more	131					

The maximum entitlement is as for 40 years' service. Service in excess of 40 years does not attract a greater retiring leave entitlement.

APPENDIX D: TERMS OF SETTLEMENT

This section sets out the components of the settlement of the School Caretakers', Cleaners', and Canteen Staff Collective Agreement (SCCCA) 2022–2024.

This agreement has been settled between the Secretary for Education and E tū. It shall be subject to ratification by E tū members pursuant to section 52 of the Employment Relations Act 2000.

The terms outlined in this document are valid for ratification by E tū provided ratification is confirmed and the new collective agreement is signed no later than 5pm on 9 December 2022.

1. Term

The School Caretakers', Cleaners' and Canteen Staff Collective Agreement 2022–24 shall be effective for twenty-four months from the date it is signed, provided the agreement is signed by 9 December 2022.

2. Remuneration

The existing rates are replaced by the rates detailed at **Annexe 1**, which will come into effect from the date the collective agreement is signed.

The parties also agree to the consequential clause changes detailed at **Annexe 1**.

3. Caretaker role descriptions and possible pay structures from 2024 onwards

The parties agree to meet as required within seven months of settlement, to discuss and consider approaches for future caretaker role descriptions, pay structures and the range of work, following the increases and changes provided for in this settlement, and to inform future bargaining. As part of the discussions the parties may need to examine previous pay scales and consider their effectiveness.

4. Clarification to wording around hours of work, call backs and overtime

The parties have agreed to make changes to the hours of work, call back and overtime clauses for caretakers to ensure there is a common understanding and application. These changes are included at **Annexe 2**.

5. Disregarded sick leave

The parties have agreed to include a new clause providing for disregarded sick leave where an employee contracts a notifiable infectious disease listed in Part 1 of Schedule 1 of the Health Act 1956 and is requested or directed to be excluded from school for a period determined by a Medical Officer of Health or is otherwise prevented from attending work by a relevant Public Health Order, as outlined in **Annexe 3**.

6. Family violence leave

The parties have agreed to make changes to the Family Violence leave clause to ensure employees understand their rights and entitlements under legislation. The parties have agreed to add a second note under clause 5.9.2 that reads:

46 “Note II: At the date of settlement, the Holidays Act 2003 entitles employees to up to 10 days of paid leave per year, in order to deal with the effects of family violence. The employee must tell their manager if they are going to take leave as soon as they can (before their usual start time, if possible). The employee can also ask for flexible work arrangements for up to two months to deal with the effects of family violence.”

7. Variation to extend SCCCA coverage to secondary and area groundstaff

The parties have agreed to commence bargaining for a variation to extend coverage to groundstaff within twelve months of ratification of the new SCCCA.

8. Related matters

We note that this settlement will be implemented by the Education Payroll by 30 April 2023, providing it is signed by 9 December 2022.

An Individual Employment Agreement (IEA) will be promulgated by the Secretary for Education on the date the collective agreement is signed.

9. Technical amendments

The parties have agreed on technical amendments to bring the collective agreement into conformity with relevant legislation. These are detailed in **Annexe 4**.

Signed in Wellington on 1 November 2022 by:

George Hollinsworth
Advocate for E tū

Nicole Williams
Advocate for the Secretary for Education

Witnessed:
Maynard Scott
for New Zealand School Trustees Association

Annexe 1

The parties agree to amend the collective agreement as follows:

2.2 Remuneration

2.2.1 The following provision sets out minimum remuneration for cleaners and canteen staff (excluding supervisor cleaners and canteen staff).

	Rate effective 11/12/2020	Rate effective 14/11/2022	Rate effective 14/11/2023
1	\$21.78	\$23.70	\$24.66

3.2 Remuneration

3.2.1 The following provisions set out minimum remuneration rates for assistant caretakers and caretakers (excluding supervisor caretakers).

Assistant caretakers:

	Rate effective 11/12/2020	Rate effective 14/11/2022	Rate effective 14/11/2023
1	\$21.78	\$23.70	\$24.66

Caretakers (excluding supervisor caretakers):

	Rate effective 11/12/2020	Rate effective 14/11/2022	Rate effective 14/11/2023
1	\$21.78	\$23.70	\$24.66

PART 4 – REMUNERATION AND ALLOWANCES: GENERAL

Note: Except as otherwise provided, conditions in Parts 4 - 7 following are applicable to all workers who are bound by this Agreement.

4.1 Supervisors' Remuneration

4.1A Supervisors' Remuneration (Cleaners and Canteen Staff)

4.1A.1 The following provisions set out minimum remuneration rates for Cleaner and Canteen Staff Supervisors:

	Rate effective 11/12/2020	Rate effective 14/11/2022	Rate effective 14/11/2023
1	\$21.78	\$23.70	\$24.66

4.1B Supervisors' Remuneration (Caretakers)

4.1B.1 The following provisions set out minimum remuneration rates for Caretaker Supervisors:

Step	Rate effective 11/12/2020	New Step	Rate at signing	Rate 12 months after signing
1	\$21.78	Step 1	\$23.70	\$24.66
Range of rates	\$21.79-\$22.53	Step 2	\$24.45	\$25.41
Range of rates	\$22.54-\$23.26	Step 3	\$25.19	\$26.15
2	\$23.27			

4.1B.2 On appointment or upon obtaining a qualification, a caretaker supervisor who holds a Level 3 or 4 ITO/NZQF qualification in caretaking or other qualification deemed relevant by the employer, or a trade qualification will be placed at step 2 of the scale.

4.1 Pay scale progression for supervisor caretakers

4.1.1 All supervisor caretakers who have worked for at least 12 months will become eligible for annual incremental progression, on 1 April each year, unless the employer considers that the employee has failed to meet standards of performance as assessed by the employer against the job description or written requirements for the position and has informed the employee of this no later than 15 February.

Annexe 2

Clarifying clauses regarding hours of work, call backs and overtime:

3.7 Callback

- 3.7.1 When a caretaker is asked and agrees to be called back to work after having completed work and left the place of employment, they shall be paid a minimum of two hours.
- 3.7.2 Paragraph 3.7.1 above shall not apply to a residential caretaker unless the callback results from an emergency and is of at least 30 minutes duration.

3.8.1 Hours of work

Ordinary hours of work shall not exceed 40 per week or 8 per day to be worked, Monday to Saturday inclusive. This can be worked as five consecutive days between Monday to Saturday or over six days where an employee has a half day off during the week and works on Saturday morning.

3.9 Overtime

- 3.9.1 All time worked in excess or outside of the hours of work prescribed in clause 3.8 shall be regarded as overtime.
- 3.9.2 Overtime will only be worked where mutually agreed by the employer and caretaker.
- 3.9.3 Overtime is paid at the rate of time and one half.
- 3.9.4 Where previously agreed overtime is cancelled by the employer with less than 24 hours' notice, the caretaker shall be paid one hour's pay at the overtime rate.

Annexe 3

5.10 Disregarded sick leave

- 5.10.1 Disregarded sick leave will be granted where the employer is satisfied that the employee has contracted a notifiable infectious disease listed in Part 1 of Schedule 1 of the Health Act 1956, and is either:
- a) complying with a written request or direction from a Medical Officer of Health to refrain from attending school for a specified period, or
 - b) is otherwise prevented from attending work by a relevant Public Health Order.
- 5.10.2 The employee shall produce:
- a) a medical certificate or other evidence of illness, as required by their employer, for absences exceeding two days; and
 - b) evidence of the written request or direction from the Medical Officer of Health or a copy of the relevant Public Health Order.
- 5.10.3 The maximum number of days of sick leave that can be disregarded is the lesser of:
- a) The period specified by the Medical Officer of Health or the relevant Public Health Order; or
 - b) The number of days of paid sick leave available to the employee on the day prior to the first day of the period specified by the Medical Officer of Health or Public Health Order.
- 5.10.4 Where paid sick leave has been deducted for any period subsequently granted as disregarded sick leave under clause 5.10.1 above, the sick leave will be reinstated.

Annexe 4

Technical Amendments

Under 5.1 Sick Leave, replace the text of 5.1.4 with the following:

- 5.1.4 An employee shall produce a medical certificate or other evidence of illness if required to do so by the employer for absences of three or more consecutive calendar days.

Under 5.3 Bereavement Leave/Tangihanga Leave, replace Note I with the following:

- Note I The minimum entitlement prescribed in the Holidays Act 2003 for a bereavement on the death of the employee's spouse or partner, parent, child (including miscarriage or stillbirth), sibling, grandparent, grandchild or spouse's or partner's parent is three days' paid leave.

Under 5.4 Public Holidays, replace the text of 5.4.2 with the following:

- 5.4.2 The following days shall be observed as public holidays and paid in accordance with the provisions of the Holidays Act 2003: New Year's Day, 2 January, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, Anniversary Day (or another day in lieu thereof), the birthday of the reigning Sovereign, Matariki, Labour Day, Christmas Day, and Boxing Day.

Under 6.2 Payment of Wages, replace the text of 6.2.1 and 6.2.4 with the following:

- 6.2.1 Wages shall be paid fortnightly by direct credit to the worker's nominated bank account. Wages shall be paid within four days of completing the fortnight's work and not later than Thursday. If a holiday falls on a Friday, wages shall be paid not later than Wednesday in that week.
- 6.2.4 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 remit such deductions to the union with a list of employees for whom deductions have been made, following the end of each pay run.

Under 5.9 Family Violence Leave, replace the text of 5.9 with the following:

- 5.9 Family Violence Leave as provided for by the Holidays Act 2003 is in addition to other leave allowances within the collective agreement.

- Note I Employees are encouraged to discuss with their employer what is available if they are affected by family violence. Further information is available on the Employment New Zealand website: [https://www.employment.govt.nz/leave-and-holidays/ domestic-violence-leave/rights-and-responsibilities/](https://www.employment.govt.nz/leave-and-holidays/domestic-violence-leave/rights-and-responsibilities/)(external link).

Note II At the time of settlement, the Holidays Act 2003 entitles employees to up to 10 days of paid leave per year, in order to deal with the effects of family violence. The employee must tell their manager if they are going to take leave as soon as they can (before their usual start time, if possible.) The employee can also ask for flexible work arrangements for up to two months to deal with the effects of family violence.

APPENDIX E: VARIATION AGREED 6 JUNE 2023

Terms of Settlement for the Variation to the School Caretaker's, Cleaners' and Canteen Staff Collective Agreement 2022-2024

This document sets out the agreed components of a settlement for the variation to the School Caretakers', Cleaners' and Canteen Staff 2022-2024 (SCCCA), between the Secretary for Education and E tū.

The terms outlined in this document are valid for ratification by E tū provided ratification is confirmed and the new collective agreement is signed no later than 5pm on 15 June 2023.

1. Two lump sum payments in line with the Public Sector Pay Adjustment
 - i. A one-off lump sum of \$750, pro-rata for part time and casual staff, for all E tū members employed as at 1 December 2022. A minimum amount of \$75 will be paid. This is to acknowledge the benefits arising out of the parties' relationship.
 - ii. A one-off lump sum of \$500, pro-rata for part time and casual staff, for all employees employed as at 1 December 2023. A minimum amount of \$50 will be paid.

See attached clauses in Annexe 1 and Annexe 2

2. Extend coverage of the SCCCA to ground staff employed in secondary and area schools which the parties agreed to bargain for in the terms of settlement for the 2022-2024 SCCCA.
 - i. Associated changes to the collective agreement to provide for the extension of coverage to ground staff are set out in the 'tracked changes' version of the collective agreement.
3. The *School Caretakers' Cleaners' and Canteen Staff Collective Agreement* will be renamed the *School Caretakers', Cleaners', Canteen and Ground Staff Collective Agreement*.
4. We note that this settlement will be implemented by the Education Payroll by 12 July 2023, provided the collective agreement is signed by 15 June 2023.

The parties agree that the terms and conditions in the variation, bar the union only benefit, will be extended to non-union staff.

Signed in Wellington on 6 June 2023 by:

George Hollinsworth
Advocate for E tū

Hannah Buckley
Advocate for the Secretary for Education

Witnessed:

Kate Lethbridge, for New Zealand School Trustees Association

Annex 1: Clause Wording

1.9 ADDITIONAL PAYMENTS

Partnership with Union

- 1.9.1 The parties to this Agreement recognise the value in their ongoing and productive relationship. Collective bargaining is a key part of those joint efforts.
- 1.9.2 In recognition of the value of this collective agreement and of the benefits arising out of the parties' ongoing relationship, each full-time employee who is a member of E tū and is bound by this Agreement as at 1 December 2022 will be paid a one-off gross payment of \$750.

The payment will be pro-rated for:

- i. part-time employees based on their full-time equivalent (FTE) as at 1 December 2022.
- ii. Casual employees who have worked a minimum of 8 hours over the period 1 July to 30 November 2022, based on the of the total number of hours worked in proportion to 1.0 FTE during that period. Casual employees who worked less than 8 hours during that period are not entitled to the payment.

An employee may be eligible to have the payment calculated under more than one of the above categories. The minimum payment for any employee, regardless of FTE, will be \$75, and no employee shall receive more than gross \$750 in total.

Employees who are members of E tū and are bound by this agreement as at 1 December 2022 and on that day were on approved unpaid leave under Part 5 of this agreement, are entitled to receive the one-off gross payment of \$750 when they resume working, providing that they return on or before the end of Term 2, 2023 or on or before the end of Term 4, 2023 for those on parental leave. The payment will be based on the calculation for the position that would have been applicable on 1 December 2022 had they not been on approved leave

Lump Sum Payment

- 1.9.3 A one-off gross lump sum of \$500 will be paid to all full-time employees who are employed as at 1 December 2023.

The payment will be pro-rated for:

- i. part-time employees based on their full-time equivalent (FTE) as at 1 December 2023.
- ii. Casual employees who have worked a minimum of 8 hours over the period 1 July to 30 November 2023, based on the of the total number of hours worked in proportion to 1.0 FTE during that period. Casual employees who worked less than 8 hours during that period are not entitled to the payment.

Employees on approved unpaid leave under Part 5 of this agreement on 1 December 2023 are entitled to receive the one-off gross payment of \$500 when they resume working, providing that they return on or before the end of Term 2, 2024 or before the end of 13 November 2024 for those on parental leave. The payment will be based on the calculation for the position that would have been applicable on 1 December 2023 had they not been on approved leave

An employee may be eligible to have the payment calculated under more than one of the above categories. However, no eligible employee will receive a total gross payment that is less than \$50 or more than \$500 in total.

Note: Clause 1.9 will be removed in subsequent collective agreements.

Annex 2: Guidance based on the type of employment and for employees on leave (not for inclusion in the collective agreement)

Employment Type	E tū Member Only Lump Sum Entitlement (Dec 2022)	All employees Lump Sum Entitlement (Dec 2023)
Full-time	Employees who as at 1 December were currently employed and a member of E tū, will receive the one-off gross payment of \$750.	Employees currently employed as at 1 December 2023, will receive the one-off gross payment of \$500.
Part-time	The payment will be pro-rated for part-time employees based on their full-time employee equivalent (FTTE) as at 1 December 2023. Minimum payment of \$75.	The payment will be pro-rated for part-time employees based on their full-time employee equivalent (FTTE) as at 1 December 2023. Minimum payment of \$50.
Casual staff worked 8 hours or more between 1 July 2022-20 November 2022	Casual employees who are members of E tū as at 1 December 2022 and who have worked for 8 hours or more from 1 July to 20 November 2022 will receive the one-off gross payment of \$750 pro-rata based on the of the total number of hours worked in proportion to 1.0 FTE over that period. The minimum payment will be \$75	Casual employees will receive the one-off gross payment of \$500 pro-rata based on the of the total number of hours worked in proportion to 1.0 FTE from 1 July to 30 November 2023, if they have worked for more than 8 hours over this period. The minimum payment will be \$50.
Casual staff – worked less than 8 hours between 1 July 2022-20 November 2022	No Payment	No Payment

Scenarios	Union Member Only Lump Sum Entitlement (Dec 2022)	All Employees' Lump Sum entitlement (Dec 2023)
Paid Leave	Employees will receive the payment as appropriate to their employment type.	Employees will receive the payment as appropriate to their employment type.
Parental Leave	Employees who were E tū members and on parental leave as at 1 December 2022 will receive the one-off gross payment on their return to their position providing that they return on or before the end of Term 4, 2023	Employees who are on parental leave as at 1 December 2023, will receive the one-off gross payment on their return to their position providing that they return on or before 13 November 2024.
Retired / Resigned	An employee who resigned or retired from their position after 1 December 2022 but who was an E tū member and employed as at 1 December 2022 will receive the one-off gross payment	An employee who resigned or retired from their position after 1 December 2023 but who was employed on 1 December 2023 will receive the one-off gross payment.
Unpaid leave (not parental leave)	Employees who were an E tū member and on approved unpaid leave as at 1 December 2022 will receive the one-off gross payment on their return to their position providing that they return on or before the end of Term 2, 2023.	Employees who are on approved unpaid leave as at 1 December 2023, will receive the one-off gross payment on their return to their position providing that they return on or before the end of term 2 2024.