



SPECIALIST RESIDENTIAL SCHOOLS' COLLECTIVE AGREEMENT

2022-2025

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SECTION 1: INFORMATION

1.1 Parties

- 1.1.1 The parties to this Agreement shall be:
- (a) The Secretary for Education acting under delegation from the Public Service Commissioner made pursuant to 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
 - (b) The New Zealand Public Service Association Inc (PSA).
- 1.1.2 The employer recognises Te Tiriti o Waitangi and its principles of partnership, protection and participation. The employer recognises PSA members' commitment to the principles detailed in the PSA publication Ngā Kaupapa published July 2016.

"He waka eke noa – We are all in this together"

1.2 Application

- 1.2.1 The Agreement shall be binding on:
- (a) Each Employee who comes within the coverage clause and who is or becomes a member of the PSA.
 - (b) Each Employer, as defined in clause 1.5 below.

1.3 Coverage

- 1.3.1 Except as provided under clause 1.3.2 below this Agreement shall apply to residential, professional and administrative non-teaching Employees of the Employer.
- 1.3.2 The Employer shall not be required to offer this Agreement to a casual day to day reliever employed for no more than two weeks in any one engagement. This Agreement will apply to a short-term casual Employee relieving for a staff member absent due to sickness, bereavement, or staff training; or in emergency situations if they are employed for more than two weeks in one engagement.
- 1.3.3 The Employer agrees that any casual Employees will be paid no less than the minimum salary rate they would receive if appointed under this Agreement.

1.4 New Employees

- 1.4.1 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 offered the opportunity to be covered by this collective agreement by joining the PSA.

1.5 Definitions

"Day" - means the period from midnight to the next succeeding midnight, as prescribed in **Standard** or **Rostered** scale hours (see clause 3.1).

"Employee" - means a person employed on a full-time or part-time basis whether salaried, temporary/fixed-term or casual.

"Employer" - means the School Board or Commissioner of Halswell Residential College/Westbridge Residential School, Ko Taku Reo, and Salisbury School.

"PSA" – means the New Zealand Public Service Association Inc.

"School" - means Halswell Residential College, Ko Taku Reo, Salisbury School, and Westbridge Residential School.

"Service" - Except where the Employer is Westbridge Residential School, "Service" is service with the Employer, together with any other service which has been recognised as at 30 September 2015. Where the Employer is Westbridge Residential School, only service from 28 January 2016 at Westbridge Residential School will be recognised for the purposes of this clause. Service relates to annual, cessation and retiring leave.

"Continuous service" - Except where the Employer is Westbridge Residential School, "continuous service" is unbroken service with a particular School, together with any other service which had been recognised effective 30 September 2015. Where the Employer is Westbridge Residential School only service from 28 January 2016 will be recognised for the purposes of this clause. Continuous service relates to redundancy severance compensation (but not cessation leave).

"Shift" - means a single period of continuous duty with or without a meal break rostered within the ordinary working week.

"Shiftwork" - means work performed to a weekly pattern of shifts rostered according to work requirements with commencing and finishing times as decided by the Employer.

"Week" - means the seven days commencing midnight Sunday/Monday.

1.6 Variations

1.6.1 The parties agree that any or all of the provisions of this Agreement may be varied at any time by written agreement between the PSA and the Secretary for Education, acting under delegation from the State Services Commissioner made pursuant to Clause 6 of Schedule 3 of the Public Service Act 2020, in accordance with section 586 (5) of the Education and Training Act 2020.

1.6.2 Any such variation agreed will be binding on Employees and the Employer or Employers of those Employees covered by this Agreement in accordance with section 586 (6) of the Education and Training Act 2020.

1.6.3 Such agreement shall be recorded in writing and attached to this Agreement.

1.6.4 The PSA will advise at the commencement of negotiations for a variation, the ratification process that will be used.

1.6.5 The variation will be put for ratification to those PSA members directly affected by the variation.

1.7 Additional Payments

1.7.1 The parties to this Agreement recognise the value in their ongoing and productive relationship, including their joint efforts to ensure employees in specialist residential schools are valued and well supported. Collective bargaining is a key part of those joint efforts.

- 1.7.2 In recognition of the benefits arising out of the parties' relationship, including the Public Service Association's role in negotiating terms and conditions for specialist residential schools' employees, each full-time employee who was a member of the PSA as at 11 December 2022 will be paid a one-off payment of \$750 gross.

The payment will be pro-rated for:

- (i) part-time employees based on their full-time equivalent (FTE) as at 11 December 2022.
- (ii) casual employees who have worked a minimum of 8 hours over the period 1 July to 10 December 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.

Employees who were a member of the PSA as at 11 December 2022 and on that day were on approved unpaid leave under Part 5 of this agreement, are entitled to receive the one-off payment of \$750 gross when they return to work, 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 11 December 2022 had they not been on approved leave.

An employee may be eligible to have the payment calculated under more than one category. However, no eligible employee will receive a total gross payment that is less than \$75 or more than \$750 in total.

- 1.7.3 A one-off lump sum of \$500 gross will be paid to all full-time employees who are employed on 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 who are on approved unpaid leave under Part 5 of this agreement on 1 December 2023 are entitled to receive the one-off payment of \$500 gross when they return to work, providing that they return on or before the end of Term 2, 2024 or on or before the end of Term 4, 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 category. However, no eligible employee will receive a total gross payment that is less than \$50 or more than \$500 in total.

Note: Clause 1.7 will be removed in subsequent collective agreements.

SECTION 2: TERMS OF EMPLOYMENT

2.1 Categories of Employment

2.1.1 Full-time, permanent employment will be the norm, however:

- (a) The Employer may engage **part-time** salaried Employees where the work is as follows:
 - (i) ongoing (that is, not temporary, seasonal or fluctuating in nature); and
 - (ii) of a type which would be performed by full-time Employees if it were full time; and
 - (iii) it involves a regular work pattern which should normally be at least 15 hours per week; and is
 - (iv) capable of being performed efficiently on a part-time basis.

- (b) Fixed term employment
 - (i) The Employer may engage **temporary or fixed-term** Employees where the work is temporary, seasonal or fluctuating in nature, including acting in a relieving capacity.
 - (ii) An Employee and an Employer may agree that the employment of the Employee will end:
 - (a) at the close of a specified date or period; or
 - (b) on the occurrence of a specified event; or
 - (c) at the conclusion of a specified project.
 - (iii) Before an Employee and Employer agree that the employment of the Employee will end in a way specified in subsection (b)(ii) the Employer must:
 - (a) have genuine reasons based on reasonable grounds for specifying that the employment of the Employee is to end in that way; and
 - (b) advise the Employee in writing of when or how their employment will end and the reasons for their employment ending in that way.
 - (iv) The following reasons are not genuine reasons for the purposes of subsection (b)(iii)(a) -
 - (a) to exclude or limit the rights of the Employee under the Employment Relations Act 2000;
 - (b) to establish the suitability of the Employee for permanent employment.

2.2 Re-entry After Absence Due To Childcare

2.2.1 A permanent Employee who resigned from the School to care for pre-school children may apply to re-enter that School under preferential provisions provided that:

- (a) The absence does not exceed four years from the date of resignation or, five years from the date of cessation of duties to take up parental leave.
- (b) The applicant must:
 - (i) produce a birth certificate for the pre-school child;
 - (ii) sign a statutory declaration to the effect that absence has been due to the care of a pre-school child and paid employment has not been entered into for more than 15 hours per week or other income received during that absence.

Note: *Where paid employment has been entered into for substantially more than 15 hours per week, or other income earned is in excess of \$8625 pa, eligibility will be at the discretion of the Employer.*
- (c) An applicant seeking to return to a School must give at least 3 months' notice and renew that notice at least one month before the date he/she wishes to return to work or one month before the expiry of the period in (a), whichever is the earliest.

- 2.2.2 Where the applicant meets all the provisions of clause 2.2.1 above and at the time of application:
- (a) has the necessary skills to fill competently a vacancy which is available in the School; and
 - (b) the position is substantially the same in character and at the same or lower salary and grading as the position previously held,
- then the applicant under these provisions is to be appointed in preference to any other applicant for the position.
- 2.2.3 Absence for child care reasons will interrupt service but not break it. The period of absence will not count as service for the purposes of sick, annual, or any other leave entitlement.
- 2.2.4 There shall be no right of review against the appointment of an applicant under these provisions unless the applicant is appointed to a position at a higher grade than that held at the time of resigning.
- 2.2.5 If an applicant under these provisions is not appointed to any position within three months after the expiry of the period in clause 2.2.1(a) the benefits of these provisions will lapse.

SECTION 3: HOURS OF WORK AND RELATED PROVISIONS

3.1 Hours of Work

3.1.1 Principles:

Hours of work shall be continuous each day, aside from meal and rest breaks. Ordinary hours of work shall not exceed 8 per day. Days of work will normally be consecutive. All Employees shall enjoy regular and/or predictable work patterns. Any changes to working hours for Standard Employees shall be by mutual agreement, except in emergencies.

"Emergencies" are unforeseen events which adversely affect the functioning of the School.

3.1.2 Working hours:

(a) **Standard working hours:** 40 hours each week to be worked between 7.30am and 7.30pm daily from Monday to Friday inclusive, with not more than one hour for lunch each day.

Note: *Employees on Standard working hours will, wherever possible, be granted the opportunity to work flexible hours.*

(b) **Rostered working hours:** 40 hours each week (may be averaged over 2 weeks) between 9.00pm and 7.30am for night attendants, and between 6:30am and 10pm for other Rostered Employees, to be worked as part of a regular roster cycle.

(i) Placement of an Employee on Rostered working hours is at the discretion of the Principal.

(ii) It is acknowledged that Rostered Employees are required to undertake such duties as preparation, evaluation and assessment time generated by student contact, in addition to their normal contact time, and that these factors have been taken into consideration in determining the Employee's hours of work and leave entitlements.

(iii) Rostered Employees shall not be required to attend school during any time when the school is officially closed for instruction, other than in accordance with this clause. Boards may require Employees to attend school or elsewhere, when the school is closed for instruction (except on weekends or statutory holidays unless by agreement) to undertake planning, preparation and professional development for up to 15 days per annum.

Permanent changes to rosters may be made by the Employer after giving at least 14 working days' notice.

Where practicable (and especially where the day off is a single day) rosters are to be arranged so that the day's work finishes as early as possible on the day preceding the day/s off and resumes as late as possible on the day following the day/s off.

3.1.3 All Employees shall, wherever practicable, be allowed a **minimum break** of nine uninterrupted hours between one day's work and the next. Where such a break is not allowed, any time worked shall be paid at overtime rates until the break is able to be taken. Absence from work to achieve a nine hour break will be deemed to be time worked.

3.2 Meal and Rest Breaks

- 3.2.1 An Employee shall be allowed a meal break of not less than 1/2 hour and not more than 1 hour after a maximum 5 hours worked.
- 3.2.2 An Employee shall be allowed two rest breaks of 10 minutes each during each period of duty, at times specified by their Employer.

3.3 Overtime

- 3.3.1 Overtime is time worked in excess of 40 hours per week or 8 hours per day.
- 3.3.2 Equivalent time off may be granted on the basis of one hour off for one hour worked, by mutual agreement between the Employer and the Employee.
- 3.3.3 Overtime is payable at the rate of T1 1/2 for the first three hours worked between 6.00am Monday and 12 noon Saturday, except that all overtime worked between 10.00pm and 6.00am on these days is payable at T2. All overtime worked between noon on Saturday and 6.00am on Monday or after three hours overtime has been worked on any day, is payable at T2. Overtime worked on statutory or designated holidays is payable at T2.

Note: *Although these overtime rates apply to all staff, certain Rostered Employees may receive an allowance in lieu of rostered overtime.*

- 3.3.4 An Employee in receipt of **base** salary of \$63,570 per annum (including higher duties allowance) or more, is not entitled to overtime payments. Any Employee who through salary increases to grand-parented incremental steps has a base salary above \$63,570 per annum will not be affected by this provision in the term of this agreement.

3.4 Penal Rates

- 3.4.1 For ordinary hours worked:
- (a) from 0000 to 1200 hours Saturday, T1/2 for the first 3 hours and T1 thereafter;
 - (b) from 1200 hours Saturday to 2400 hours Sunday, T1;
 - (c) between 2000 hours and 0600 hours any day, T1/4, with a minimum payment of 2 hours.

Note (i): *These penalty payments are assessed on base salary;*

Note (ii): *Employees first appointed to a School, or appointed to a new position at a School on or after 1 May 1996 will have these penalty rates assessed at their actual salary or step 8 of the Base Salary scale (refer to clause 4.2.2), **whichever is less.***

- 3.4.2 Rostered Employees may, instead of receiving penal rates, receive a loading in addition to salary, taking into account actual days and hours worked over a 12 month period. The loading will be averaged out over the full year and will also be paid during paid leave.

3.5 Call Back

- 3.5.1 Where an Employee is called back to work after completing the day's work and after leaving the School for the day, or is called back before the Employee's normal starting time and does not continue working until normal starting time that Employee shall be paid for a minimum of 3 hours at the appropriate overtime rate.
- 3.5.2 This provision applies to days off as well as ordinary working days.
- 3.5.3 Call backs commencing within the minimum period covered by an earlier call back shall be deemed one call back.

3.6 Transitional Arrangements

- 3.6.1 Where any Employee had previously entered into a salary arrangement which incorporated various allowances into his/her salary package, the salary arrangements shall be put in writing, clearly specifying the individual elements of the remuneration and signed by the Employee, their Employer and a representative of the PSA. One copy of the agreement will be retained by the Employer on the Employee's personal file and one copy retained by the Employee.
- 3.6.2 Where various allowances have been incorporated into the salary package it is not the intention of the parties that the Employee shall be paid in addition any allowances which have been already incorporated into the salary package. All Employees bound by this Agreement shall have the benefit of all other minimum provisions in the Agreement.
- 3.6.3 By mutual agreement an Employee who has had their remuneration salarised as per clause 3.6.1 above, can revert to base salary plus allowances relevant to their position. In determining the relevant allowances the parties acknowledge that the allowances contained in the original salarisation agreement may have changed in this Agreement.
- 3.6.4 Allowances contained in this Agreement that are the same, amended or new, relevant to the position, shall apply.
- 3.6.5 If any allowance has not been carried forward into this Agreement there is no entitlement.

Note: *It is acknowledged that issues may arise under the Holidays Act 2003 regarding this clause which the parties will continue to work towards resolving.*

SECTION 4: REMUNERATION

4.1 Specialist and Executive/Management Group

- 4.1.1 From 30 September 2015 a new Specialist and Executive/Management Group is established. The minimum salary entry point is \$70,000 per annum for the term of this Agreement.
- 4.1.2 Subject to clause 4.1.3 below, the Employer may assign an individual to the Specialist and Executive/Management Group at the Employer's sole discretion.
- 4.1.3 The Specialist and Executive/Management Group is reserved for staff who:
- (i) are part of the Senior Management Team (SMT) of the school; or
 - (ii) have whole of school responsibility for functions such as Finance and /or Human Resources and/or Property; or
 - (iii) are employed for their specialist skills.
- 4.1.4 For the purposes of clause 4.1.3(i), the SMT is by definition the group within the management structure of the school which has whole of school oversight and responsibility to the Board of Trustees.

4.2 Pay rates for grade A, grade B, grade C and grade D from 11 December 2022

- 4.2.1 This agreement specifies the minimum rates of pay.
- 4.2.2 With effect from 11 December 2022, the following pay scale will apply to all non-teaching staff employed by specialist residential schools, except:
- (a) those in the Specialist Executive/Management Group and
 - (b) those who routinely undertake work described in the Administration Support Staff Work Matrix Table, whether designated as administration support staff or not, and
 - (c) those who routinely undertake work described in the Librarian and Library Assistants' Work Matrix Table, whether designated as a librarian or library assistant or not:

Grade	Step	Current rate	Rates effective from 11 December 2022	Rates effective from 11 December 2023
Grade A	1	\$45,320	\$49,320	\$51,320
Grade A	1	\$45,320	\$49,320	\$51,320
Grade A	1	\$45,320	\$49,320	\$51,320
Grade B	2	\$45,530	\$49,530	\$51,530
Grade B	3	\$45,530	\$49,530	\$51,530
Grade B	4	\$45,956	\$49,956	\$51,956
Grade B	5	\$46,146	\$50,146	\$52,146
Grade B	6	\$46,353	\$50,353	\$52,353
Grade C	7	\$47,230	\$51,230	\$53,230
Grade C	8	\$48,677	\$52,677	\$54,677
Grade C	9	\$50,187	\$54,187	\$56,187
Grade C	10	\$51,757	\$55,757	\$57,757
Grade C	11	\$53,377	\$57,377	\$59,377
Grade D	12	\$55,022	\$59,022	\$61,022
Grade D	13	\$56,678	\$60,678	\$62,678
Grade D	14	\$58,446	\$62,446	\$64,446
Grade D	15	\$60,274	\$64,274	\$66,274
Grade D	16	\$61,796	\$65,796	\$67,796

4.3 Position Elements table

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

4.4 Job Descriptions

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

Note: For the avoidance of doubt, changes to a job description and/or written requirements can be made at any time by agreement between the Employer and the Employee.

4.5 Grading

- 4.5.1 Every position shall be placed within one of the four grades A, B, C or D except for positions in the Specialist and Executive/Management Group and positions covered by Section 4A or Section 4B below.
- 4.5.2 The Employer will determine the grade for each position after considering the job description and/or any other written requirements of the position against the position elements table in clause 4.3 and the requirements of clause 4.5.6.
- 4.5.3 A position element must be assessed by the Employer as being either Grade A, B, C or D for each of the five position elements.
- 4.5.4 Descriptors of the grades for each position element are found in clause 4.3.
- 4.5.5 Each position element shall be assessed by the Employer at the grade which most reflects the requirements of the position in terms of the position elements at clause 4.3 and the provisions of clause 4.5.6.
- 4.5.6 If one or more position elements are assessed by the Employer at different grades, then the Employer shall decide the grade of the position by assessing what grade most reflects requirements of the position. In so doing, the Employer shall take into account:
- scale of the school operation;
 - internal relativity;
 - external relativity (market, industry);
 - recruitment;
 - retention;
 - responsibility/autonomy of the role;
 - supervision of others;
 - experience required; and
 - relevant educational or other qualifications required.

4.6 Placement within a grade

- 4.6.1 Employees may, upon appointment, be placed at any point within the appropriate salary scale in the grade applicable to the position. Criteria to be considered in deciding the actual starting rate of pay include:
- (a) previous work or relevant experience in relation to the position;
 - (b) level of skill and responsibility which in the opinion of the Employer is required to be exercised in the position;
 - (c) the relevant educational or other qualifications required;
 - (d) the level of te reo Māori and understanding of nga tikanga Māori required for the position (where relevant);
 - (e) the level of knowledge of deaf culture and NZSL required for the position (where relevant); and
 - (f) the ease or difficulty in retaining or recruiting the specific skills and/or experience required for the position.

4.7 Progression within grades

4.7.1 From 1 November 2021, progression through steps within the minimum and maximum rates that apply to each Grade will occur on the employee’s anniversary date 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 two months prior to the progression becoming due.

4.8 Movement between grades

4.8.1 Unless otherwise specified movement between the grades shall occur:
(a) by appointment or promotion; or
(b) by re-grading of the position where the requirements of the position have altered substantially. The Employer shall consider the factors in clause 4.5 or 4B.2 as the criteria for movement between the grades.

4.9 Salary progression for employees on range of rates in Specialist and Executive/Management Group

4.9.1 Where the Employee is paid on the Specialist and Executive/Management range of rates, the Employer will review the Employee’s salary annually. This review will be carried out after discussion with the Employee.

4.9.2 The Employer will take into account whether the Employee has met or exceeded standards of performance as assessed by the Employer against the job description and/or written requirements of the position in reviewing the salary.

4.9.3 Other factors which the Employer will take into account are:
(i) particular skills, qualifications, on the job experience and level of responsibility;
(ii) the ease or difficulty in recruiting and/or retaining the specific skills and/or experience required for the position;
(iii) whether the current salary level is commensurate with the duties required;
(iv) salary rates shall not be reduced by reason of the operation of the ranges of rates.

4.10 Part-Time Salaried Employees

4.10.1 Wages, salaries and allowances will be paid to part-time Employees pro rata, using the following formula:

$$\frac{\text{Hours worked per week} \times 100}{40 \text{ hours}} = \% \text{ of salary payable}$$

4.11 Payment of Salaries

4.11.1 Salaries shall be paid fortnightly in arrears by direct credit to a bank account on receipt of the appropriate written authority from an Employee.

4.11.2 The Employer shall provide to an Employee a written advice of the gross pay and deductions made each time the Employee's gross pay or any deduction is altered.

4.12 Deductions from Salary

- 4.12.1 The Employer shall be entitled to make a deduction from the salary of an Employee:
- (a) pursuant to the Wages Protection Act 1983 with the required notice being given to the Employee; or
 - (b) where required to by legislation or by court direction; or
 - (c) at the Employee's written request or consent.

4.13 Extra Payment Based On Average Weekly Earnings (Holiday Pay)

- 4.13.1 A 'top up' extra payment based on average weekly earnings, will be made to Employees who qualify, once a year before the Christmas/New Year close down. Rostered Employees receiving a specific regular allowance incorporating penal rates and/or overtime do not qualify. The process in clauses 4.13.2 to 4.13.4 will be used to calculate the extra payment.
- 4.13.2 Average weekly earnings will be calculated over a 52 consecutive week calculation year (normally December to November) by dividing gross earnings (as defined in s14 of the Holidays Act 2003) by 52.
- 4.13.3 Where average weekly earnings are less than ordinary pay at the end of the calculation year, no payment is due.
- 4.13.4 Where average weekly earnings exceeds ordinary weekly pay, then a payment will be made based on the difference, multiplied by the annual leave entitlement.

4.14 Savings

- 4.14.1 Unless specifically varied by negotiation as part of the settlement, nothing in this Agreement shall operate to reduce the wages and conditions of employment applying to any Employee at 29 September 2015.

SECTION 4A: ADMINISTRATION SUPPORT STAFF REMUNERATION

4A.1 Application

4A.1.1 This Part 4A applies to employees who routinely undertake work described in the Administration Support Staff Work Matrix Table set out in clause 4A.2.1 whether designated as administration support staff or not.

4A.1.2 The following clauses from Part 4 do NOT apply to employees to whom Part 4A applies: clause 4.1; clause 4.2; clause 4.3; clause 4.5; clause 4.6; clause 4.7; clause 4.8; clause 4.9.

4A.2 Work Matrix Table

4A.2.1 The following Administration Support Staff Work Matrix Table applies to employees who, however designated or described, routinely undertake the work described in that table. The Administration Support Staff Work Matrix Table sets out the most common skills, responsibilities and demands that apply to administration support staff working within Grades 1 to 7. The Administration Support Staff Work Matrix Table will apply from 20 August 2021.

Work Matrix Grade	General Description	Elements
1	Sufficient skills and knowledge to perform work assignments which have substantial routine elements.	<ul style="list-style-type: none"> Operate office equipment such as a photocopier or scanner. Responsible for own work under general supervision. Problems to be solved will be clearly identified and solutions will fall into established patterns and procedures. Problems outside the norm will be referred for guidance. Communicating with others includes cooperation with colleagues, the ability to request and provide information.
2	Skills and knowledge required to carry out general office work, involving varied routine and non-routine procedures.	<ul style="list-style-type: none"> Develops the experience to consider the most appropriate process or procedure to follow to take account of changing work circumstances. Responsible for own work under limited supervision. Applies interpretation and judgement to solve problems within established policies and procedures. The role has frequent interactions with others inside and outside the school. Active listening, patience, discretion and tact will be required and persuasion may be necessary from time to time. Difficult situations are generally referred up. Provides occasional mentoring or short-term supervision.
3	Specialised skills and in-depth knowledge of more complex methods and processes to provide multi-faceted or confidential services.	<ul style="list-style-type: none"> The role has substantial independence on a day-to-day basis and will use initiative to identify and resolve problems that may be complex or unusual. Receives or provides complex or sensitive information and may have to utilise a range of different approaches to ensure understanding. Persuasion, influencing and negotiation may be required to diffuse difficult situations. Mentors or train of colleagues or supervision of junior staff may be required.

4	Provides advanced specialised technical services which are complex in nature within their area of expertise.	<ul style="list-style-type: none"> • Analyses a wide range of problems before selecting the most appropriate solution/s and have the freedom to resolve these within established policy frameworks. • Supervises staff which may include contractors. • Provides confidential executive secretarial services. • Provides translation from one language to another. • Communication skills are a critical element in determining success. • Achieves outcomes through logical and reasoned arguments, negotiations or building on-going empathetic relationships.
The positions in the next three grades require specialist and/or broad knowledge of school and/or kura practices and settings.		
5	<p>Positions at this grade tend to fall into two categories:</p> <ol style="list-style-type: none"> 1. Subject matter experts within a particular field. Operates independently and applies established principles in their area. These roles require either extensive practical experience or a tertiary level qualification plus experience. 2. The first level of “management” where planning, controlling, implementing plans and/or projects are required. <ul style="list-style-type: none"> • Staff supervision including the ability to develop, motivate and appraise performance is usually required. • Clear accountability for results rest with these roles. • In both categories influences medium-term decisions either through direct control or through expert advice. 	
6	<p>Positions at this grade manage functions within the school.</p> <ul style="list-style-type: none"> • Responsible for short- and long-term planning and the resulting outcomes for their function as well as a contribution to wider results. • Responsible for policy and business development for their function within the school’s overall business plans and objectives. • Strong collaboration with other areas is essential to align priorities and achieve successful results. 	
7	<p>Positions at this grade are senior management roles with multifunctional responsibilities.</p> <ul style="list-style-type: none"> • Integrates several business functions and resolve internal conflicts. • Assigns resources to optimise results rather than focusing on a single function and their outlook is typically on the medium- to long-term. 	

4A.3 Administration Support Staff rates

4A.3.1 The following minimum pay rates will apply to all employees who routinely undertake work as described in the Administration Support Staff Work Matrix Table, whether designated as an Administrator or not. The new pay rates will apply from 11 December 2022.

4A.3.2 Employers may agree a pay rate above stated maximum for rate for each Grade specified in the pay rate table.

4A.3.3 Administration Support Staff Pay Rates:

Grade	Step	Current rate	Rate effective from 11 December 2022	Rate effective from 11 December 2023
1	1	\$47,320	\$51,320	\$53,320
2	1	\$49,026	\$53,026	\$55,026
	2	\$50,710	\$54,710	\$56,710
	3	\$52,416	\$56,416	\$58,416
	4	\$54,104	\$58,104	\$60,104
3	5	\$55,412	\$59,412	\$61,412
	6	\$56,720	\$60,720	\$62,720
	7	\$58,029	\$62,029	\$64,029
	8	\$59,337	\$63,337	\$65,337
4	9	\$61,136	\$65,136	\$67,136
	10	\$62,936	\$66,936	\$68,944
	11	\$64,735	\$68,735	\$70,797
	12	\$66,535	\$70,535	\$72,651
	13	\$68,397	\$72,397	\$74,569
5	1	\$70,990	\$74,990	\$77,240
	2	\$73,611	\$77,611	\$79,939
	3	\$76,211	\$80,211	\$82,617
	4	\$78,811	\$82,811	\$85,295
	5	\$81,411	\$85,411	\$87,973
	6	\$84,011	\$88,011	\$90,651
	7	\$86,616	\$90,616	\$93,334
6	1	\$88,629	\$92,629	\$95,408
	2	\$90,646	\$94,646	\$97,485
	3	\$92,643	\$96,643	\$99,542
	4	\$94,661	\$98,661	\$101,621
7	1	\$98,155	\$102,155	\$105,220
	2	\$101,670	\$105,670	\$108,840
	3	\$105,165	\$109,165	\$112,440
	4	\$108,680	\$112,680	\$116,060
	5	\$112,174	\$116,174	\$119,659
	6	\$115,688	\$119,688	\$123,279

Notes:

- (i) To calculate the indicative hourly rate for a 40 hour/week, 52 week/year employee, the annual rate will be divided by 2,080.
- (ii) The minimum step for an employee placed in any of the Work Matrix Grades is step 1 of that Grade.

4A.4 Placement on appointment

4A.4.1 The employer will determine job descriptions and / or other written requirements and the applicable Work Matrix Grade for all positions as part of the recruitment process.

- 4A.4.2 Upon appointment to an administration position, the employee's role must be placed in a Work Matrix Grade using the Administration Support Staff Work Matrix Table set out in clause 4A.2.1.
- 4A.4.3 The Work Matrix Grade of each role will be determined by identifying one or more of the highest level skills / demands / responsibilities, as set out in the Administration Support Staff Work Matrix Table in clause 4A.2.1 required for the competent performance of the role. The skills / demands / responsibilities must be a routine and ongoing part of the role; isolated or one-off demands must not be included. The employer should do this using the joint NZSTA / NZEI Te Riu Roa / Ministry of Education guidance provided for this purpose.
- 4A.4.4 An administrator employed for two or more distinct positions, must be placed in the appropriate Work Matrix Grade for each position.
- 4A.4.5 The pay rate can be at any step within the minimum and maximum rates of the applicable Work Matrix Grade. In determining the applicable pay rate, the employer should also consider any particular skills and qualifications held by the administration support staff as well as any previous relevant paid or unpaid work experience.
- 4A.4.6 Where an employee has previously been employed in an administration role covered by the Administration Support Staff Pay Equity Claim Settlement, and the break in employment (including between employers) has been less than 12 months then the following applies:
Based on information about their previous employment provided by the employee, placement on appointment must take into account their previous service as follows:
- Where the skills / demands / responsibilities of the new role is within the same Work Matrix Grade as the previous role, the starting step should be at least the step they last held.
 - The employer should also consider any particular skills and qualifications held, as well as any previous relevant paid or unpaid work experience undertaken by the employee since they were last employed.

4A.5 Progression within the work matrix grades

- 4A.5.1 Subject to clause 4A.5.2 below, from 20 August 2021, for employees paid in Grades 5, 6 and 7 progression through steps within each grade will be on an annual basis, either on the employee's anniversary date or, where no anniversary date is established, 12 calendar months from the effective date of the pay equity rates and annually thereafter until the employee reaches the maximum step of their grade. Progression does not occur beyond the top step of these grades.
- 4A.5.2 Progression is subject to the employee meeting or exceeding standards of performance as assessed by the employer against the job description and/or written requirements for the position. Progression will occur unless the employer considers this requirement has not been met and has informed the employee in writing no later than two months prior to the progression becoming due.
- 4A.5.3 Subject to clause 4A.5.4 below, from 20 August 2021, for employees paid in Grades 2, 3 and 4 progression through the steps of Grades 2, 3, and 4 will be on an annual basis, either on their anniversary date or, where no anniversary date is established, 12 calendar months from the effective date of the pay equity rates and annually thereafter. Progression does not occur beyond the top step of Grade 4.

- 4A.5.4 Progression under clause 4A.5.3 will occur unless:
- (a) the employee is not meeting, or exceeding standards of performance as outlined in 4A.5.2 above; or
 - (b) the work is deemed to stay in the current grade, i.e., where the employer considers the work is solely within current grade and has informed the employee in writing no later than two months prior to the progression becoming due; or
 - (c) the employee has progressed to the maximum step of their applicable grade.
- 4A.5.5 An employee, who has the right to representation at any stage, may request their employer reconsider their salary progression.
- 4A.5.6 For employees employed prior to 4 July 2022, if progression on the basis of the rules set out in clauses 4A.5.1 to 4A.5.5 above would put the employee in a worse position than they would have been in had they remained subject to the pay scale and progression rules existing prior to 20 August 2021, the employee shall be entitled to progress to the rate they would have been on under the previous system.

4A.6 Pay equity review

- 4A.6.1 The remuneration of employees who routinely undertake work described in the Administration Support Staff Work Matrix Table set out in clause 3B.2.1 will be reviewed periodically to ensure that pay equity is maintained. These reviews will be aligned with the collective bargaining round.
- 4A.6.2 The parties agree to consider a range of available information as part of any review, including but not limited to, trends in changes to the Labour Cost Index, Consumer Price Index, and Treasury analysis of labour movements, as well as trends in changes to the remuneration of the comparator workforces used to assess the Administration Support Staff Pay Equity Claim.

SECTION 4B: LIBRARIAN AND LIBRARY ASSISTANT REMUNERATION

4B.1 Application

- 4B.1.1 This Section 4B applies to employees to whom the Librarian and Library Assistants' Work Matrix Table set out in clause 4B.2 applies, whether designated as a librarian or library assistant or not.
- 4B.1.2 The following clauses from Section 4 do NOT apply to employees to whom Section 4B applies: clause 4.1; clause 4.2; clause 4.3; clause 4.5; clause 4.6; clause 4.7; clause 4.9.
- 4B.2.1 The parties have agreed on the following Librarian and Library Assistants' Work Matrix Table. To be covered by the Librarian and Library Assistants' Work Matrix Table, an employee will maintain and / or procure and / or provide and / or grow a physical and / or digital collection of books, archives, learning resources / programmes, devices and library management systems. A full description of the work can be found in the Work Matrix Table.
- 4B.2.2 The Librarian and Library Assistants' Work Matrix Table sets out the most common skills, responsibilities and demands that apply to librarians and library assistants working within Grades A to D.
- 4B.2.3 When determining where a role fits within the Work Matrix Table, an employer will need to assess the routine and ongoing skills, demands and responsibilities of the role, and not things that are a one-off or isolated event. Not every activity in a grade must be part of the role for the role to be placed in a particular grade, but the grade must recognise the highest-level skills, demands and responsibilities that are required for competent performance of the role.
- 4B.2.4 The Librarian and Library Assistants' Work Matrix Table is set out below and applies from 23 November 2022.

Librarians and Library Assistants' Work Matrix Table

Work Matrix Grade	General Description	Supervision and Management	Level of Necessary Skills and Knowledge	Problem Solving	Interpersonal and Communications Skills
A	Holds responsibility for own work under general supervision.	No formal supervision or mentoring of others is required. Provides occasional advice or direction.	Assists with cataloguing, issuing and receiving books, laptops and other resources. Undertakes or assists with routine tasks including repairs, cleaning, weeding and processing books and stocktaking. Uses relevant library management systems effectively. Undertakes a range of general administration tasks, including setting up signage, displays and posters.	Uses clear patterns and procedures to deal with clearly defined problems.	Exchanges day-to-day information effectively, including questioning, providing information and maintaining collaboration with colleagues, students and/or staff. Responds with tact, patience and calmness to enquiries or challenges. Active listening, empathy and observation of physical cues are expected. Respects and has basic knowledge of te reo Māori and tikanga or relevant other cultures. Creates library signage and labels in languages other than English. Contributes to the library being viewed as a safe and welcoming space.
B	Manages own work and day-to-day priorities under limited supervision. Includes sole charge librarians and archivists.	Oversees or trains colleagues or student librarians. Assists with the supervision of students in the library during break times, study classes, meetings and activities. Plans and provides games and creative activities in order to engage students.	Manages assigned collections and maintains relevant material and content. This includes administering relevant online research databases and digital learning resources and creating and maintaining catalogue records. Works with teachers to develop activities, workshops and events within the library and to support curriculum delivery. Purchases and orders books, resources, capital assets and services for the library/archives within a financially delegated budget.	Works within existing policies and procedures and identifies when issues need to be escalated. Organises and determines the layout of the library and its facilities in a systematic way to make resources easier to locate. Works with students, whānau and teachers to ensure books and resources are returned and overdue items are recovered.	Provides direct support to individual students and teachers requiring assistance with locating or researching material. Provides immediate support and response to students who are upset or distressed and escalates to other staff as required for further support. Fosters a safe and welcoming environment in the library. Understands that students have emotional requirements and monitors them for escalating behaviours. Persuasion, and negotiation skills are frequently required to assist de-escalation and encouragement of alternative behaviours.

			<p>Applies for external funding and/or grants.</p> <p>Manages, customises and updates the Library Management System to meet school needs.</p> <p>Designs and hosts activities, workshops and clubs within the library.</p> <p>Develops and delivers literacy based presentations or sessions.</p> <p>Promotes a reading culture within the school among staff and students.</p> <p>Implements weeding and stock-taking procedures.</p> <p>Conserves archives or taonga collections.</p>		<p>Uses te reo Māori or another relevant language/s in day-to-day interactions with students, whānau and staff.</p> <p>Promotes inclusivity around gender/faith/culture/disability/sexuality when engaging with students. This level works with diverse learners in terms of learning ability and cultural diversity.</p> <p>Arranges for guest speakers to come to the library to share knowledge and stories.</p> <p>Builds and maintains relationships with parent groups, local communities, book and resource suppliers.</p> <p>Conducts research on Te Tiriti o Waitangi principles, Kaupapa Māori and local iwi, to enhance the library collection.</p>
C	<p>Holds full responsibility for the management of the library and library staff with direct accountability for results.</p>	<p>Manages the recruitment, development and appraisal of other library staff.</p> <p>Authorises staff expenditure for the library and its facilities.</p> <p>Develops and delivers a library budget for the school board/finance committee.</p>	<p>Works with internal and external staff to identify and support future curriculum planning and changes and undertakes research to ensure currency and diversity of the library collection.</p> <p>Designs and runs structured programmes to aid student learning.</p> <p>Uses knowledge of Aotearoa/ New Zealand schools and kura curricula to help students at all levels with research and literacy skills. This includes research for external exams such as NCEA and Cambridge or specialist areas such as te reo Māori and in tikanga Māori.</p>	<p>Identifies and instigates system and policy changes to provide improved efficiency and effectiveness of library services.</p>	<p>Models appropriate support for student wellbeing and is the escalation point for behaviour management in the library.</p> <p>Initiates and creates library resources to support students in times of crisis. At this grade employee may play an active part in a group overseeing pastoral care at the school. Responsible for leading the promotion of Māori literature and resources and ensuring accessibility.</p>

			<p>Uses the school's foundational knowledge of te ao Māori to inform the design and layout of the library.</p> <p>Responsible for annual planning and influencing medium-term strategic plans and decisions for the library through direct control or expert advice to senior leadership.</p>		
<p>CONTEXT: These roles in grade D may be timebound (project based) or ongoing and while they will have day-to-day library management responsibilities at grade C, they require additional specialist knowledge to enable the provision of library services that meet the changing information and literacy needs of the school.</p>					
	<p>Positions at this grade are fully autonomous.</p> <p>Work requires subject matter expertise based on extensive practical experience or a relevant tertiary level qualification plus experience.</p>	<p>Holds relevant professional knowledge, specialist skills or relevant qualifications/significant relevant experience to provide distinct expert services.</p> <p>Manages the environment/s with substantial independence, and reports to the school board.</p> <p>Holds full accountability for major financial resources and responsibility for several significant physical/digital assets to provide services.</p> <p>Responsible for strategic long-term planning and business development for the library, and its role and objectives within the school's overall business plans and objectives.</p> <p>Strong, innovative and collaborative approaches required to troubleshoot complex problems involving multiple variables and a range of options.</p> <p>Investigative research and analysis necessary.</p>			

4B.3 Librarian and library assistant pay rates

4B.3.1 The following pay rates apply to all employees who routinely undertake work described in the Librarian and Library Assistants' Work Matrix Table, whether designated as a librarian or library assistant or not. These pay rates apply from 23 November 2022.

4B.3.2 Only if an employee is on the top step in a grade may employers agree a pay rate above the printed rate for that step.

4B.3.3 Librarian and library assistant pay rates:

Grade	Step	Annual Rate (current)	Rate effective 11 Dec 2022 (+\$4,000)	Rate effective 11 Dec 2023 (+\$2,000 or 3%)	Cumulative change (\$)	Cumulative change (%)
A	1	\$51,973	\$55,973	\$57,973	\$6,000	11.54%
	2	\$54,709	\$58,709	\$60,709	\$6,000	10.97%
	3	\$57,588	\$61,588	\$63,588	\$6,000	10.42%
B	1	\$58,399	\$62,399	\$64,399	\$6,000	10.27%
	2	\$60,205	\$64,205	\$66,205	\$6,000	9.97%
	3	\$62,067	\$66,067	\$68,067	\$6,000	9.67%
	4	\$63,987	\$67,987	\$70,027	\$6,040	9.44%
	5	\$65,966	\$69,966	\$72,065	\$6,099	9.25%
	6	\$68,006	\$72,006	\$74,166	\$6,160	9.06%
	7	\$70,046	\$74,046	\$76,267	\$6,221	8.88%
C	1	\$75,112	\$79,112	\$81,485	\$6,373	8.49%
	2	\$77,836	\$81,836	\$84,291	\$6,455	8.29%
	3	\$80,659	\$84,659	\$87,199	\$6,540	8.11%
	4	\$83,584	\$87,584	\$90,212	\$6,628	7.93%
	5	\$86,616	\$90,616	\$93,334	\$6,718	7.76%
D	1	\$92,001	\$96,001	\$98,881	\$6,880	7.48%
	2	\$94,846	\$98,846	\$101,811	\$6,965	7.34%
	3	\$97,780	\$101,780	\$104,833	\$7,053	7.21%
	4	\$100,084	\$104,084	\$107,207	\$7,123	7.12%

Notes:

- (i) To calculate the indicative annual salary rate for a 40 hour/week, 52 week/year employee, the hourly rate will be multiplied by 2,080.
- (ii) To calculate the indicative annual salary rate for a 37.5 hour/week, 52 week/year employee, the hourly rate will be multiplied by 1,950.

4B.4 Placement on appointment

4B.4.1 The employer will determine job descriptions and / or other written requirements and the applicable Work Matrix Grade for all positions as part of the recruitment process.

4B.4.2 Upon appointment to a librarian or library assistant position, the employee's role must be placed in a Work Matrix Grade using the Librarian and Library Assistants' Work Matrix Table set out in clause 4B.2.

4B.4.3 A librarian or library assistant employed for two or more distinct positions, must be placed in the appropriate Work Matrix Grade for each position.

4B.4.4 The pay rate can be at any step within the minimum and maximum rates of the applicable Work Matrix Grade. In determining the applicable step, the employer should also consider any particular skills and qualifications held by the librarian or library assistant as well as any previous relevant paid or unpaid work experience.

4B.4.5 Where an employee has previously been employed in a librarian or library assistant role covered by the Librarians and Library Assistants' Pay Equity Claim Settlement, and the break in employment (including between employers) has been less than 12 months then the following applies:

Based on information about their previous employment provided by the employee, placement on appointment must take into account their previous service as follows:

- Where the skills / demands / responsibilities of the new role is within the same Work Matrix Grade as the previous role, the starting step should be at least the step they last held.
- The employer should also consider any particular skills and qualifications held, as well as any previous relevant paid or unpaid work experience undertaken by the employee since they were last employed.

4B.5 Progression within the Work Matrix Grades

4B.5.1 Subject to clause 4B.5.2 below, from 23 November 2022, employees will progress through the steps included within a Grade on an annual basis, either on the employee's anniversary date or, where no anniversary date is established, 12 calendar months from the effective date of the pay equity rates, and annually thereafter until the employee reaches the maximum step of their Grade. Progression does not occur beyond the top step of a Grade.

4B.5.2 Progression will occur unless the employer considers that the employee has failed to meet standards of performance as assessed by the employer against the job description and/or written requirements for the position and has informed the employee of this in writing no later than two months prior to the progression due date.

4B.5.3 For employees in Grade B, progression will occur as outlined in clauses 4B.5.1 and 4B.5.2 to the maximum step of the Grade. Once an employee is at the maximum step of the Grade, no further change beyond that step will occur unless:

- (a) the employee has been on the top step of Grade B for at least 12 calendar months; and
- (b) the employee is meeting or exceeding standards of performance as assessed by the employer against the job description and / or written requirements for the position; and
- (c) the employer considers the employee's work is not solely within Grade B because some of the routine and ongoing skills, demands and responsibilities required by the role and performed by the employee fall within Grade C.

Where the employer considers this to have occurred, the employee will be placed on step 1 of Grade C.

4B.5.4 For employees employed prior to 6 March 2023, if progression on the basis of the rules set out in clauses 4B.5.1 to 4B.5.3 above would put the employee in a worse position than they would have been in had they remained subject to the pay scale and progression rules existing prior to 23 November 2022, the employee shall be entitled to progress to the rate they would have been on under the previous system.

4B.6 Pay equity review

- 4B.6.1 The remuneration of employees who routinely undertake work described in the Librarian and Library Assistants' Work Matrix Table set out in clause 4B.2 will be reviewed periodically to ensure that pay equity is maintained. These reviews will be aligned with the collective bargaining round.

- 4B.6.2 The parties agree to consider a range of available information as part of any review, including but not limited to, trends in changes to the Labour Cost Index, Consumer Price Index, and Treasury analysis of labour movements, as well as trends in changes to the remuneration of the comparator workforces used to assess the Librarian and Library Assistants' Pay Equity Claim.

SECTION 5: HOLIDAY AND LEAVE PROVISIONS

Note: *The parties acknowledge that the leave provisions of this Agreement (and their administration) operate to provide entitlements equal to, or in excess of, those provided under the Holidays Act 2003. To this extent, and except as provided via changes within this Agreement, the parties agree that current administrative practices will continue to operate. As with clause 4.13.4 above, where inconsistencies with the Holidays Act 2003 exist the parties will continue to work on compliance solutions.*

5.1 Public and Designated Holidays

- 5.1.1 Employees are entitled to the public holidays specified in the Holidays Act 2003.
- 5.1.2 In addition to the public holidays, employees are entitled to the day after Boxing Day or the first weekday in lieu as a designated holiday.
- 5.1.3 Entitlement to a public or designated holiday exists where it falls on a day which would otherwise be a working day for the employee.

5.2 Entitlement when required to work on a Public or Designated Holiday

- 5.2.1 An employee who works on a public holiday is entitled to an alternative holiday on another agreed working day, which shall be one on which the school is closed for instruction, unless otherwise agreed.
- 5.2.2 An employee who is on call on a public holiday, where the nature of the restriction on the employee's freedom of action is such that for all practical purposes, the employee has not had a holiday, is entitled to an alternative holiday on another agreed working day, which shall be one on which the school is closed for instruction, unless otherwise agreed.
- 5.2.3 An employee who is only employed to work on a public holiday is not entitled to the additional day.
- 5.2.4 Work on a public holiday shall be paid in accordance with section 50 of the Holidays Act 2003 i.e. the greater of:
 - (a) the portion of the employee's relevant daily pay (less any penal rates) that relates to the time actually worked on the day plus half that amount again; or
 - (b) the portion of the employee's relevant daily pay that relates to the time actually worked on the day.
- 5.2.5 An employee required to work on a designated holiday (see 5.1.2) will be granted equivalent time off in lieu. The appropriate overtime rate will be applicable after 8 hours have been worked at the employee's ordinary rate.

5.3 Holidays Falling During Leave or Time Off

- 5.3.1 Where a statutory or designated holiday falls during a period of annual, sick, or special **leave on pay**, an Employee is entitled to that holiday which is not to be debited against such leave. This shall also apply on termination of employment whereby the final date of work is extended by any annual holiday entitlement not taken, and any statutory holiday falling during that period is debited and the annual leave is extended accordingly.

5.4 Recreation Leave for Standard Employees

5.4.1 One day's recreation leave will be granted each year to Standard scale Employees and must be taken during the following year. Recreation leave not taken at the time of ceasing service with the School will be forfeited.

5.5 Annual Leave for Standard Employees

5.5.1 Annual leave is to be taken in term holidays wherever practicable.

5.5.2 Annual leave of 5 weeks per annum shall be allowed in accordance with the Holidays Act 2003 (refer table 1 below).

5.5.3 Employees shall, on completion of six years' service, become entitled to annual leave of 6 weeks per annum as at 1 December immediately following. (refer to table 1 below).

Service	Annual leave entitlement
0-6 years' service	5 weeks annual leave + 1 recreational day *
7 years' service	6 weeks annual leave + 1 recreational day *

* refer clause 5.4

5.5.4 Except in relation to a closedown period or when agreement is unable to be reached, when annual holidays are to be taken is to be agreed between the Employer and Employee.

5.5.5 Except as specifically provided by the Employer, an Employee who has been absent on special leave with or without pay in excess of 35 consecutive days in 1 or more periods in any leave year is to have their leave reduced in the proportion that the number of days leave bears to 365.

Note: *The operation of the provision shall not disadvantage any Employee in relation to any minimum entitlement under the Holidays Act 2003.*

5.5.6 For example, an Employee with 5 weeks' leave entitlement who has had 55 days special leave will have their annual leave entitlement reduced by $55/365 \times 25 = 4$ days.

5.5.7 Employees with over 20 years' continuous service may anticipate and take 1 years' annual leave entitlement in advance for the purpose of taking an overseas trip.

5.5.8 Employees may be permitted to anticipate up to half the annual leave entitlement due, subject to refund on termination or resignation of employment if necessary. Employees in their first year of service may be granted anticipated annual leave proportionate to their length of service.

5.5.9 Holiday pay shall be calculated in accordance with the provisions of the Holidays Act 2003 except as provided under clause 4.13 above.

5.6 Annual Leave for Rostered Employees

5.6.1 These provisions will only apply to Employees who have been placed on the Rostered scale hours of work (clause 3.1.2 (b) refers).

- 5.6.2 Rostered employees are entitled to five weeks paid annual leave per annum, to be taken on days when the school is closed. After the five week entitlement is exhausted, rostered employees will continue to be on paid time off for the remainder of the days that the school is closed (unless they are on approved leave without pay, or planning, preparation or professional development).
- 5.6.3 The Employer will endeavour to arrange matters at the school in such a way that any requirement under this section is not unreasonable. By prior arrangement the Employee's own initiatives in undertaking work for the above purposes may be counted when applying this clause.
- 5.6.4 It is agreed that days when the school is not open for instruction shall constitute 'working days' for the purposes of clause 5.2.1 above.
- 5.6.5 Days when the school is not open for instruction (Closed School periods) cannot attract overtime or penal time, as such payments are only ever due for actual penal or overtime worked by Rostered Employees during Open School periods. The salary payable during such Closed School periods will be at the average weekly earnings rate as calculated according to clause 4.13.2.

5.7 Parental Leave

- 5.7.1 Parental Leave will be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987. The following is a guide to the four types of leave available to Employees who qualify:
- (a) Primary carer leave for one continuous period not exceeding 26 weeks;
 - (b) Special leave totalling up to 10 days (without pay) for reasons connected with the pregnancy;
 - (c) Partner's leave of either 1 week or 2 weeks depending on the circumstances of the employee (without pay);
 - (d) Extended parental leave for the primary carer or the person assuming responsibility for the care of the child, for either 26 weeks to 52 weeks depending on the circumstances of the employee (without pay).
- 5.7.2 Employees intending to take parental leave are required to give at least 3 months' notice in writing, supported by a doctor or midwife's certificate, confirming the pregnancy and expected date of delivery; or in the event of an adoption, provide the Employer with notice within 14 days of the Employee receiving notice confirming the adoption.
- 5.7.3 The Employer agrees to uphold the presumption in Part Five of the Parental Leave and Employment Protection Act 1987 that an Employee's position can be kept open during extended parental leave, except in exceptional circumstances.

Note: *Clauses 5.7.1 to 5.7.3 summarise, but do not take the place of the Parental Leave and Employment Protection Act 1987. A copy of the Act and other associated material is also available on www.employment.govt.nz*

- 5.7.4 Parental Grant
- (a) Where an Employee, who is entitled to parental leave of up to 52 weeks, returns to duty before or at the expiration of the leave and completes a further 6 months' service, they qualify for a payment equivalent to 30 working days leave on pay, i.e. at the rate applying for the 30 working days immediately following their ceasing duty.

- (b) Provided that, if both male and female partners are employed in the School, or the Employee's partner is employed in the State Sector, and are both eligible for payment, then they are entitled to 1 and only 1 payment, and they may choose (after they have qualified) who will receive it.
- (c) Any adjustments to the salary scale that are backdated into the period covered will apply.
- (d) An Employee who is absent on parental leave for less than 6 weeks (30 working days) will receive that proportion of the payment that their absence represents in working days.
- (e) Any payment is to be based on the percentage rate of employment prior to absence on parental leave. However, a woman who works less than full normal hours for a short period only, prior to her commencing parental leave, may have her case for full payment considered by the Employer.

5.8 Special Leave With or Without Pay

- 5.8.1 An Employee may be granted special leave with or without pay. Placement on return from special leave without pay of more than 1 month is conditional on a suitable vacancy being available at the School, and grading cannot be guaranteed. An Employee who cannot be placed in employment on return will be given 3 months' notice in writing that employment is to be terminated.
- 5.8.2 Examples of the type of leave that could be taken as special leave with or without pay at the Employer's discretion:
- Leave without pay to work for the PSA.
 - Leave without pay to accompany a partner on an overseas posting.
 - Study Leave - where the course of study is of value to the Employer.
 - Outward Bound - paid leave and/or payment of fees.
 - Conferences and Conventions - paid leave may be granted to attend conferences and conventions of value to the Employer.

Note (i): The Employer will take into account the needs of the School and the Employee in dealing with applications for **study leave**. In addition to leave for study, the Employer may grant leave for examinations, reimburse course fees wholly or in part and assist with travel costs.

Note (ii): Leave without pay interrupts but does not break service.

5.9 Sick Leave

- 5.9.1 The Employer shall grant 10 working days sick leave per annum, with the first entitlement falling due on the date of appointment. Unused entitlement accumulates. No deduction from sick leave will be made for absences of less than 2 hours.
- 5.9.2 The Employee intending to take sick leave must notify the Employer as early as possible before the Employee is due to start work or, if this is not practicable, as early as possible after that time.
- 5.9.3 The Employer may decide that sick leave on pay of any special nature shall not be included in the aggregate of sick leave taken; but such leave is to be noted on the Employee's leave record.

- 5.9.4 Where absence on sick leave, whether with or without pay, extends beyond three consecutive days, the Employee may be required to produce a medical certificate signed by a registered health practitioner stating the probable period of absence, at their expense.
- 5.9.5 Where the Employee absent on sick leave is suspected of being absent from duty without sufficient cause, the Employee may be directed to submit to medical examination by a registered medical practitioner. The Employer shall meet the Employee's reasonable expenses in obtaining the medical certificate.
- 5.9.6 When sickness occurs during annual leave, the Employer may permit the period of sickness to be debited against sick leave entitlement except where the sickness occurs during leave following termination of employment.
- 5.9.7 Rostered Employees under clause 5.6 shall not have sick leave debited when the school is closed for instruction except where it occurs on a day specified for planning, preparation and professional development as per clause 3.1.2 (b) (iii).
- 5.9.8 The Employer may permit Employees to anticipate their next sick leave entitlement. Provided that the Employee agrees the necessary adjustments will be made to final pay should an Employee resign before the next entitlement falls due.
- 5.9.9 Accumulated sick leave as at the date of coming into force of this Agreement will be retained by Employees.

5.10 Sickness at Home

- 5.10.1 Employees may be granted leave on pay as a charge against their sick leave entitlement when the Employee must be absent from work because their spouse, partner or a person who depends upon the Employee for care, is sick or injured.

5.11 Retirement

5.11.1 Principle

The Employer acknowledges the benefit of Employees planning for their retirement. Prior to retirement, or as a transition to retirement, various options may be explored, taking into account the operational needs of the Employer. Such options include working reduced hours, job sharing and/or gradual retirement.

5.11.2 Definition

Retirement is:

- (a) when an Employee intends to make a permanent and voluntary change to their lifestyle by ceasing or significantly curtailing permanent paid employment; or
- (b) when an Employee intends to retire on the grounds of a medical condition and therefore intends to cease or significantly curtail permanent paid employment on this basis.

5.11.3 An Employee may retire:

- (a) voluntarily; or
- (b) on medical grounds; or
- (c) by agreement between the Employer and Employee.

5.12 Bereavement/Tangihanga Leave

- 5.12.1 An Employee shall be granted special bereavement leave on full pay to discharge their obligations and/or pay their respects to a deceased person with whom they have had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent).
- 5.12.2 In granting time off the Employer must administer these provisions in a culturally sensitive manner taking into account:
- (a) The closeness of the association between the Employee and the deceased (**Note: *This association need not be a blood relationship***);
 - (b) Whether the Employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
 - (c) The amount of time needed to discharge properly any responsibilities or obligations;
 - (d) Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
 - (e) A decision must be made as quickly as possible so that the Employee is given the 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;
 - (f) If paid special leave is not appropriate then annual leave or leave without pay should be granted.
 - (g) The minimum requirements as per section 70 of the Holidays Act 2003 (in summary 3 days for a family member; 1 day for a close associate).

5.13 Accident Leave

- 5.13.1 Accident leave is granted pursuant to the Accident Compensation Act 2001.
- 5.13.2 The Employer will continue to pay Employees who are absent from work due to a work related accident for up to 6 months from the date of the accident. Working days during the first week after the accident will be on special paid accident leave. Thereafter, one day of sick leave shall be deducted for each week of absence (to make up the difference between earnings related compensation and basic salary). Where there is no sick leave entitlement, the Employer will grant special paid accident leave.

5.14 Jury Service and Witness Leave

- 5.14.1 Jury Service: An Employee will be granted paid leave for jury service. Expenses may be retained by the Employee but all juror's fees are to be paid to the Employer unless an Employee elects to take annual leave or leave without pay in which case the fees may be retained.
- 5.14.2 Witness Leave:
- (a) Where an Employee is called as a witness in a private capacity for a criminal or traffic case up to 3 days paid leave may be granted. The Employee is to recover fees and expenses from the party calling the witness, and repay the fees to the Employer.
 - (b) Where an Employee is called as a witness in a private capacity for other than a criminal or traffic case, annual leave or leave without pay may be granted. The Employee is to pay any expenses incurred and is to retain such fees and expenses as may be awarded by the court.

5.15 Family Violence Leave

- 5.15.1 This clause reflects statutory entitlements available as at the date this collective agreement comes into force.
- 5.15.2 Family violence includes physical, sexual, and psychological abuse or threats of abuse against an employee by any other person with whom the employee is, or has been, in a family relationship. It includes a pattern of behaviour (done, for example, to isolate from family members or friends) that is made up of a number of acts that are all or any of physical abuse, sexual abuse, and psychological abuse, and that may have 1 or both of the following features:
- (a) it is coercive or controlling (because it is done against the person to coerce or control, or with the effect of coercing or controlling, the person).
 - (b) it causes the person, or may cause the person, cumulative harm.
- 5.15.3 The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance, performance and / or their safety at work. The employer is committed to supporting employees that experience or are at risk of experience family violence or abusive behaviour and employees seeking to deal with their own violence.
- 5.15.4 This means supporting employees who are experiencing family violence to ask for and receive confidential help and support, including access to appropriate help.
- 5.15.5 Employees who are experiencing family violence are encouraged to raise it with their manager or human resources. An employee may also go through a support person, such as a PSA delegate, family violence response coordinator, family violence champion or colleague.
- 5.15.6 All personal information concerning family violence will be kept confidential. No information will be kept on personal files without the employee being notified.
- 5.15.7 In general, no adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence, however the employer expects employees and their manager to work together to ensure normal working duties are fulfilled.
- 5.15.8 Where appropriate, consideration will be given to flexible working options and other workplace support such as changing telephone numbers or work areas, where possible screening incoming calls or enforcement of a protection order.
- 5.15.9 Family Violence Leave: An employee experiencing family violence can access up to ten days paid leave per year for medical appointments, legal proceedings, counselling sessions and / or other matters related to the family violence. Should an employee exhaust their entitlement to leave under this clause, they may be able to access special leave (an employee is not expected to exhaust other leave first).

5.16 First Aid Training

- 5.16.1 Employees required by the Employer to attend a first aid training course shall be granted paid leave during work hours, or time in lieu at the Employer's convenience if attending the course outside work hours. Course fees will be paid by the Employer.

5.17 Disregarded sick leave

- 5.17.1 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.
- 5.17.2 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.
- 5.17.3 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.
- 5.17.4 Where paid sick leave has been deducted for any period subsequently granted as disregarded sick leave under clause 5.17.1 above, the sick leave will be reinstated.

SECTION 6: ALLOWANCES AND REIMBURSEMENT OF EXPENSES

6.1 Higher Duties and Special Duties Allowance

Higher Duties Allowance

- 6.1.1 Where an Employee is required to undertake the full duties and responsibilities of a higher graded position for at least 5 consecutive working days and competently discharges these higher duties, she/he will be paid an allowance based on the difference between the salary of the Employee acting in the position and the salary the Employee would receive if appointed to the higher position.
- 6.1.2 Where only some of the duties and responsibilities of a higher graded position are undertaken, the allowance may be paid at a lesser rate.

Special Duties Allowance

- 6.1.3 Employees required to undertake a project or other duties in addition to their own job may be granted a special duties allowance by mutual agreement with the employee.

6.2 Meal Allowance

- 6.2.1 Where an Employee has been directed to work not less than 2 hours overtime after a meal break of at least half an hour, or where the return of an Employee to the School is unduly delayed because of official duties, and the Employee has had to buy a meal which would not otherwise have been bought, the Employer will reimburse the cost of the meal on a fair and reasonable basis where receipts are provided.

6.3 Travelling Allowance

- 6.3.1 An Employee required to travel within New Zealand on official business will be reimbursed the actual and reasonable cost of accommodation, meals and travel. Receipts will be required for amounts exceeding \$10, or such higher limits determined by the Employer.
- 6.3.2 In addition, an incidentals allowance of \$7.65 per 24 hours or part thereof, will be paid for incidental expenses not otherwise recoverable. The period for payment is calculated from the time of departure from the School (or residence) to the time of return to headquarters (or residence).
- 6.3.3 When an Employee leaves and returns to the School on the same day the Employer may approve reimbursement of actual and reasonable expenses which would not otherwise have been incurred.

6.4 Motor Vehicle Allowance

- 6.4.1 Where the use of a private vehicle for official business has been agreed, the Employee shall be paid an allowance of 59 cents per kilometre.

6.5 Reimbursement of Expenses Incurred in Caring for Dependents

- 6.5.1 When an Employee is required to work unusual hours in an emergency situation or is required to work away from home to an extent not previously envisaged, the Employer may approve the actual and reasonable cost of expenses incurred by Employees in caring for dependents where the situation is such that an Employee cannot make alternative arrangements for the care of their dependents without incurring extra expenses.

6.6 Service Allowance

6.6.1 Subject to conditions laid down by the Employer service allowances shall be payable to Employees as follows:

Period of Continuous Service	\$ per annum	\$ per hour
6 months but less than 12 months	340	0.162
12 months but less than 2 years	561	0.269
2 years but less than 3 years	714	0.342
3 years but less than 4 years	839	0.402
4 years but less than 5 years	962	0.461
5 years but less than 6 years	1,086	0.520
6 years and over	1,181	0.565

Notes:

- (i) *Periods of approved leave, with or without pay of less than 3 months' duration, will be counted as periods of continuous service for the purposes of this provision. Any period of approved leave without pay in excess of 3 months' will interrupt but not break the continuity of service.*
- (ii) *Service allowance is paid during periods of annual leave, sick leave on pay, special leave on pay, retiring and long service leave etc; and increases the hourly rate for the purpose of calculating time related payments.*

6.7 Work during school trips and school camps

6.7.1 For any school camp or school trip, (including staying overnight) where the employee is required to be in attendance and may be required by circumstance to be awake in the night will be paid at the minimum adult wage rate for any hours worked between 6pm and 8am.

6.7.2 This clause shall not apply, if hours worked between 6pm and 8am are part of the employee's normal rostered hours.

6.7.3 Employees receiving payment under this clause are not entitled to overtime under clause 3.3 of this agreement

6.7.4 By mutual agreement, time in lieu may be substituted.

SECTION 7: EMPLOYMENT RELATIONSHIP PROBLEM RESOLUTION PROCESS

7.1 Statement of the Parties

- 7.1.1 It is the intent and purpose of the parties to this Agreement to promote harmony and co-operation between the Employer and its Employees, and to provide effective procedures for the prompt and equitable resolution of disputes which may arise from time to time between the Employer and any Employee covered by this Agreement.
- 7.1.2 In accordance with the provisions of the Employment Relations Act 2000 the following procedures and services are available to the Employer and Employee for the resolution of all employment relationship problems.

7.2 Definitions

- 7.2.1 "Employment Relationship Problem" includes a personal grievance, a dispute and any other problem relating to, or arising out of, an employment relationship, but does not include any problem associated with the fixing of new terms and conditions of employment. An employment relationship problem may arise, (but is not limited to), when;
- i) a concern arises for an Employee about any aspect of their employment or any action of their Employer;
 - ii) a concern about an Employee's health and wellbeing arises for an Employer;
 - iii) a complaint involving an Employee is received by an Employer;
 - iv) a concern involving Employee conduct arises for an Employer; or
 - v) a concern involving Employee competence arises for an Employer.
- 7.2.2 "Personal Grievance" - An Employee may have a personal grievance where:
- (a) They have been dismissed without good reason, or the dismissal was not carried out properly;
 - (b) They have been treated unfairly;
 - (c) Their employment or a condition of their employment has been affected to their disadvantage by an unjustified action of their Employer;
 - (d) They have experienced sexual or racial harassment, or have been discriminated against because of their involvement in a union or other Employee organisation, or have suffered duress over membership or non-membership of a union or other Employee organisation; or
 - (e) They have been discriminated against.
- 7.2.3 "Dispute" means a dispute about the interpretation, application or operation of an employment agreement (refer section 129 Employment Relations Act 2000).

7.3 Resolving Employment Relationship Problems

- 7.3.1 Many employment relationship problems will be able to be resolved by discussion between the Employer and the Employee(s) concerned, without the need to take the matter any further. Wherever appropriate, Employers and Employees should seek to resolve employment relationship problems in this manner in the first instance.

- 7.3.2 If an Employee believes they have an employment relationship problem then they should talk to their supervisor about it. They should tell them:
- (a) there is a problem; and
 - (b) the nature of the problem; and
 - (c) what they want done about the problem.

If for any reason the Employee feels unable to raise the matter with their supervisor the matter should be raised with the Principal.

- 7.3.3 The Employee has the right to seek the support and assistance of the PSA at any stage of the process. The Employer is entitled to seek advice and assistance from NZSTA or their adviser/representative of choice at any stage of the process.

- 7.3.4 Where the processes outlined above fail to resolve an employment relationship problem then;

- i) An Employer may decide to initiate procedures in accordance with clause 8.1 or any other appropriate procedure considering the circumstance (i.e. competency procedures).
- ii) An Employee may consider the procedures outlined in clause 7.4. in order to resolve the employment relationship problem.

7.4 Personal Grievances

- 7.4.1 A personal grievance must be raised with the Employer within 90 days of the grievance occurring or coming to the Employee's notice, whichever is the later. As with any employment relationship problem, the parties should always try to resolve a personal grievance through discussion in the first instance. A written submission is preferable but not necessary. Employees are entitled to have the PSA raise the grievance on their behalf.

- 7.4.2 If an Employee believes they have a personal grievance based on discrimination, sexual or racial harassment, they may be able to make a complaint under the Human Rights Act 1993 to the Human Rights Commission. This is an alternative process as an Employee cannot refer a personal grievance to both the Human Rights Commission and the Employment Relations Authority. If in doubt advice should be sought before deciding.

- 7.4.3 If the problem cannot be resolved through discussion, then either party can request assistance from the Ministry of Business, Innovation and Employment, (MBIE) which may provide mediation services.

7.5 Other Services Available For Resolving Employment Relationship Problems

- 7.5.1 MBIE Mediation Service is available at any time to help parties solve problems in a balanced and fair way. They may help by giving information about the parties' rights and obligations or they may suggest a meeting between the parties or anything else that they think might help.

- 7.5.2 To help resolve employment relationship problems, MBIE provides:

- (a) An information service
 - (i) This is free. It is available by contacting MBIE by phoning toll free 0800 20 90 20. The Ministry's Employment Relations Service internet address is <https://www.employment.govt.nz>

- (b) Mediation Service
 - (i) The Mediation Service is a free and independent service available through MBIE.
 - (ii) This service helps to resolve employment relationship problems and generally to promote the smooth conduct of employment relationships.
 - (iii) Mediation is a mutual problem solving process, with the aim of reaching an agreement, assisted by an independent third party.
 - (iv) If the parties can't reach a settlement they can ask the mediator, in writing, to make a final and binding decision.
 - (v) 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.
 - (vi) If the problem is unresolved through mediation either party may apply to have the matter dealt with by the Employment Relations Authority.
- (c) The Employment Relations Authority
 - (i) 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.
 - (ii) Either an Employer or an Employee can refer an unresolved employment relationship problem to the Authority by filing the appropriate forms.
 - (iii) The Authority may call evidence, hold investigative meetings, or interview anyone involved. It can direct the parties to try mediation. If mediation is unsuitable or has not resolved the problem, the Authority will make a decision that is binding on all parties. Any party can contest the Authority's decision through the Employment Court.

Note: In relation to a dispute about the interpretation, application, or operation of this Agreement the Employer shall act, if the Secretary for Education acting under delegation from the State Services Commissioner so requires, together with or in consultation with the Secretary for Education.

SECTION 8: GENERAL PROVISIONS

8.1 Discipline and Dismissal

- 8.1.1 The following principles are to be followed when dealing with disciplinary matters:
- (a) The Employee must be advised of their right to request union assistance and/or representation at any stage.
 - (b) The Employee must be advised of the specific matter(s) causing concern and a reasonable opportunity provided for the Employee to state any reasons or explanations.
 - (c) The Employee must be advised of the corrective action required to amend their conduct and given a reasonable opportunity to do so.
 - (d) Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by management.
 - (e) Depending upon the seriousness of the misconduct an oral warning should usually precede a written warning.
 - (f) The process and results of any disciplinary action is to be recorded in writing, sighted and signed by the Employee and placed on their personal file.
 - (g) If the offence is sufficiently serious an Employee is to be placed on suspension pending an investigation under (d).
 - (h) An Employee aggrieved by any action taken by an Employer must be advised on their right to pursue a grievance in terms of the procedure set out in Section 7.

8.2 Notice of Termination

- 8.2.1 One month's notice of termination of employment should be given by either party but this may be varied by mutual agreement. An Employee who has committed serious misconduct may be dismissed without notice.

8.3 Abandonment of Employment

- 8.3.1 Where an Employee is absent from work for of three consecutive working days, without appropriate authorisation from the Employer, the Employee will be considered by the Employer as having abandoned their employment, unless the Employee is able to show that they were unable to fulfil their obligation to notify their Employer through no fault of their own. The Employer will make all reasonable efforts to contact the Employee during the three day period of un-notified absence.

8.4 Restructuring and Surplus Staffing Provisions

- 8.4.1 The parties recognise the serious consequences that the loss of permanent employment can have on Employees and propose to minimise this as far as possible by using the provisions of this Agreement to keep as many Employees as possible in suitable employment.
- 8.4.2 The Board shall at least one month prior to the formal commencement of any review which may affect PSA members in a School, advise the PSA of the review. The period of notice is to provide the PSA with the opportunity to be involved in the review. The aim of this process is to explore all options before any final decisions are made by the School.
- 8.4.3 When, as a result of the review, the School requires a reduction in the number of Employees, or Employees can no longer be employed in their current position, the process for managing the change(s) follows:

- 8.4.4 In consultation with the PSA and affected members, **reconfirmation** may be offered, subject to the following criteria:
- (a) the new job description is the same, or very nearly the same as the Employee's current job description;
 - (b) the salary for the new position is the same;
 - (c) the new position has terms and conditions of employment, including career prospects, which are no less favourable;
 - (d) the new position is in the same location, or within reasonable commuting distance.

Where the above criteria are met and there is only one clear candidate for reconfirmation, that Employee is to be reconfirmed. Where there is more than one clear candidate, the School will consult with the PSA to reach agreement regarding options for filling the available positions.

Where there are Employees who meet the criteria for reconfirmation, those Employees shall not have access to other options in this section (except for leave without pay) until all positions available for reconfirmation are filled.

- 8.4.5 Following reconfirmation, the School may, in consultation with the PSA and individual Employees, offer **reassignment** to Employees who have not been reconfirmed. Reassignment means placement in a position similar to that previously occupied, which the Employee is prepared to accept. Where a reassignment is to a job with a lower salary, the Employee's salary can be preserved by paying a lump sum based on the loss of basic salary over the next two years.

- 8.4.6 Any affected staff who have not been reconfirmed or reassigned into a position will be declared surplus. The School will advise the PSA of the names of surplus Employees and the date by which the surplus needs to be discharged.

The School will consult with the PSA and individual Employees to see if options other than severance are appropriate; these might include leave without pay, retraining or redeployment elsewhere in the state sector.

8.5 Severance Compensation

A link to grandparented severance entitlements for those staff who began work prior to 1 May 1996 who have been continuously employed since is available here:
[link on MoE website version of the SRSCA 2021-22]

- 8.5.1 **For those Employees appointed on or after 1 May 1996** severance compensation as follows will be paid:

7 weeks' ordinary pay for the first year (or less) of continuous service; and

2 weeks' ordinary pay for the second and subsequent years of continuous service with a maximum pay out of 32 weeks' ordinary pay.

- 8.5.2 Definitions applying to clauses 8.5.1 above.

"Ordinary pay" is defined as basic taxable salary, plus regular taxable allowances paid on a continuous basis - i.e. during paid leave. In the case of Employees on parental leave ordinary pay shall be the ordinary pay at the time of taking leave.

8.6 Technical Redundancy

- 8.6.1 Where an Employee's employment is being terminated by the Employer by reason of the sale or transfer by the Employer of the whole or part of its business, nothing will require the Employer to pay compensation for redundancy to the Employee **if**:
- (a) the person or organisation acquiring the business or part being sold or transferred ("the new Employer"):
 - has offered the Employee employment; and
 - has agreed to treat the service as if it were continuous service with that service or organisation; and
 - (b) the conditions of employment being offered to the Employee by the new Employer are substantially the same as, or more favourable than, the Employee's conditions of employment including:
 - any service related and redundancy conditions; and
 - any conditions relating to superannuation under the employment being terminated; and
 - (c) the offer of employment by the new Employer is an offer to employ the Employee in the business either:
 - in substantially the same, or in a similar capacity as that in which the Employee was employed; or
 - in a capacity that the Employee is willing to accept; and
 - that the employment remains in the local area, or is within reasonable commuting distance.

8.7 Employment Protection Provision

- 8.7.1 "Attention is drawn to Part 6A of the Employment Relations Act 2000 which provides certain protections to certain Employee categories where the Employer proposes to restructure its business so their work is to be performed by a new Employer. Those relevant Employees who may be covered by this Agreement are those who provide cleaning services, food catering services, caretaking, or laundry services."
- 8.7.2 Where work undertaken by an Employee (other than a relevant Employee as described under clause 8.7.1 above) bound by this Agreement will be, or is likely to be, undertaken by a new Employer, the Employer will:
- (a) provide the new Employer with details of the work currently performed by the Employees concerned together with details of the terms and conditions of their employment; and
 - (b) seek a proposal for the employment of the affected Employees by the new Employer, including the terms and conditions upon which those Employees would be offered employment by the new Employer; and
 - (c) arrange to meet with the new Employer for the purpose of negotiating on the proposal.
- 8.7.3 The following shall be matters for negotiation with the new Employer in relation to Employees affected by the restructuring:
- (a) The number and type of positions that will be offered by the new Employer to Employees affected by the restructuring;
 - (b) The terms and conditions of employment to be offered to those Employees (including whether the Employees will transfer to the new Employer on the same terms and conditions of employment);
 - (c) The arrangements, if required, for the transfer of any accrued benefits and entitlements in relation to those Employees;

8.7.4 Employees affected by the restructuring will have any entitlement determined by clause(s) 8.4 and/or 8.5 of this Agreement.

8.8 Sexual Harassment

8.8.1 Sexual Harassment, as defined in s108 of the Employment Relations Act 2000 and section 62 of the Human Rights Act 1993, will not be tolerated at the School.

8.8.2 Employees who believe they have been subject to sexual harassment at the School have the choice of using the grievance process in this contract, or using the service of the Human Rights Commission.

Note: Copies of the Employment Relations Act 2000 and Human Rights Act 1993 are available via Employment New Zealand at the Ministry of Business, Innovation and Employment via <https://www.employment.govt.nz>

8.9 Eye Conservation

8.9.1 Where necessary, Employees in the trades, technical and institutional areas shall be provided with safety spectacles. In cases of prolonged exposure to risk and where the Employee normally wears prescription spectacles, the Employer will reimburse the cost of prescription safety lenses in standard safety frames.

8.10 Computer-related health provisions

8.10.1 The School will abide by the guidance produced jointly by ACC and WorkSafe on the prevention and management of computer-related health issues, published September 2017. These guidelines are available at [worksafe.govt.nz/topic-and-industry/work-related-health/musculoskeletal-disorders/ergonomics/safely-using-computers-at-work](https://www.worksafe.govt.nz/topic-and-industry/work-related-health/musculoskeletal-disorders/ergonomics/safely-using-computers-at-work).

8.10.2 Employees who are engaged on computer duties for at least 50 percent of their normal working time shall be entitled to an eye test at the School's expense. If the test discloses that prescription spectacles are required for the normal viewing distance of a computer, or that eyesight problem has been created or worsened by a computer then costs will be met by the School within the following limits: a \$250 cap for replacement lenses and a \$250 cap for first provision of spectacle frames by prior agreement with the Employer, who may take into account any applicable private insurance held by the Employee (Education Benevolent Society or similar).

8.10.3 Employees may access replacement lens entitlement every three years.

8.11 Protective Clothing

8.11.1 Protective clothing, which shall remain the property of the School, shall be provided as necessary and the Employee instructed in its use. Laundering or dry-cleaning of all protective clothing shall be the responsibility of the Employer and shall be carried out on a regular basis.

8.12 Hearing Conservation

8.12.1 Employees exposed to noise from machinery including lawn mowers will be provided with the appropriate grade of hearing protectors.

8.13 Access to Personal Files

8.13.1 Employees have access to their personal files in accordance with the provisions of the Privacy Act 2020.

8.14 Certificate of Service

8.14.1 Employees who leave the School may at their request be issued with a Certificate of Service and/or testimonial.

8.15 Annual Practising Fees

8.15.1 The Employer shall approve reimbursement of admission fees, registration and annual practising fees where the qualification or holding of a practising certificate is necessary to enable the Employee to carry out their duties fully.

8.16 Refund of Driving Licence Fee

8.16.1 The Employer may refund the cost of a driver's licence fee where a passenger service, or similar special licence is specifically required in the normal course of an Employee's duties.

8.17 Employee Assistance

8.17.1 The School will offer Employee assistance where it is felt that an Employee's performance may have been impaired by health or personal problems. Employee participation will be voluntary and such participation will not be noted in the Employee's personal file, nor will it adversely affect the Employee's employment or prospects.

8.18 Health and Safety

8.18.1 The Employer, the union and all staff covered by this agreement are committed to the safety, health and welfare of staff in the workplace. The Employer will comply with the requirements of the Health and Safety at Work Act 2015, and any associated regulations, and related codes of practice.

8.18.2 From 1 June 2019, the employer shall also ensure that policies and procedures covering the following matters are readily accessible on the school intranet and on staff noticeboards.

(a) How staff are to manage challenging behaviour of students; and

(b) How the impact of such challenging behaviour on staff, will be dealt with by the employer and employee.

8.19 Site and Use of Photocopiers

8.19.1 Wherever possible, photocopiers will be located in a well-ventilated area isolated from Employees' work space. Where a photocopier is unable to be isolated, it shall not be located closer than 4 metres to any Employee's work area and positive steps will be taken to ensure adequate ventilation and noise control.

8.20 Superannuation

8.20.1 Employees who currently contribute to Government Superannuation, pursuant to the Government Superannuation Fund Act 1956, may continue to do so.

SECTION 9: CONSULTATION

Employees and the PSA recognise the right of the Employer to plan, manage, organise and finally to decide on the operations and policies of the School.

The Employer agrees to consult with Employees who have authorised the PSA to represent them, collectively through the PSA, on matters which have a bearing on employment at the School. Such matters could include, but are not limited to: health and safety, job evaluation, performance appraisal, career development and restructuring. The parties intend that any consultation will be undertaken in good faith.

SECTION 10: GENERAL INFORMATION

10.1 Access to Agreement

10.1.1 This Agreement together with any relevant legislation and codes of practice shall be made readily available to all Employees.

10.2 Equal Employment Opportunities

10.2.1 The parties are committed to the principle of implementation of equality of employment opportunity. All terms and conditions of employment are to be implemented on that basis and in particular noting the requirements of sections 597 and 600 Education and Training Act 2020.

10.3 Union Membership

10.3.1 The Employer recognises the right of Employees to belong to a union and organise collectively. Consistent with this:

10.3.2 The Employer will allow Employees to attend on ordinary pay union meetings for up to 4 hours per year, subject to:

- (a) The union shall give the Employer at least 14 days' notice of the date and time of any meeting to be held during working hours;
- (b) The union shall make such arrangements with the Employer as may be necessary to ensure that the Employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the Employer's operation to continue;
- (c) Work shall resume as soon as practicable after the meeting, but the Employer shall not be obliged to pay any union member for a period greater than 2 hours in respect of any meeting;
- (d) Only union members who actually attend a union meeting shall be entitled to pay in respect of that meeting and to that end the union shall supply the Employer with a list of members who attended and shall advise the time the meeting finished.

10.3.3 Subject to the Employment Relations Act 2000, any authorised officer of the PSA shall, with the consent of the Employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises for the purpose of interviewing any workers represented by the union, or enforcing this agreement, including access to wages, holiday and time records, providing this does not interfere with class programmes/session times.

10.3.4 The Employer undertakes to provide for the continued collection of union subscriptions by automatic deduction from wages/salaries, when authorised in writing by members, retaining an administration fee of 2.5 per cent.

10.3.5 Recognition of Delegate:

- (a) The Employer recognises the role of union delegate and where reasonable/practicable, will make facilities and time available to enable the delegate to fulfil their role, including attendance at occasional training sessions provided by the PSA.
- (b) As part of the initial induction process for new staff, provide for an introduction to the union delegate and offer the PSA a session in any training course for new Employees.

10.4 Term of Agreement

10.4.1 From 11 December 2022 until 30 April 2025 except as provided under the Employment Relations Act 2000.

TERMS OF SETTLEMENT

SPECIALIST RESIDENTIAL SCHOOLS' COLLECTIVE AGREEMENT 2022-2025

This section sets out the components of the settlement of the Specialist Residential Schools' Collective Agreement (SRSCA) 2022–2025.

This agreement has been settled between the Secretary for Education and the New Zealand Public Service Association (PSA). It shall be subject to ratification by PSA members pursuant to section 52 of the Employment Relations Act 2000.

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

1. Term

The Specialist Residential Schools' Collective Agreement 2022–25 shall commence on 11 December 2022 and be effective for twenty-four months from the date it is signed, provided the agreement is signed by 5 May 2023.

2. Remuneration

The existing rates are replaced by the rates detailed in Annexe 1, which will come into effect on the dates indicated.

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

3. 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 2.

4. Additional payments

Partnership with PSA - \$750 Lump sum for members employed as at 11 December 2022

The parties agree that all full-time employees who were a member of the PSA as at 11 December 2022 are entitled to receive a one-off gross payment of \$750. The payment will be pro-rated for part-time and casual employees based on their full-time equivalent (FTE) as at 11 December 2022.

Employees who were a member of the PSA as at 11 December 2022 and on that day were on approved unpaid leave under Part 5 of this collective agreement are entitled, upon application, to receive the one-off gross payment of \$750 on their return to their position 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 minimum payment for any employee, regardless of FTE, will be \$75, and no employee shall receive more than \$750 gross in total.

Clause wording is included in the attached Annexe 3. This clause wording will be removed in subsequent collective agreements.

\$500 Lump sum for those employed as at 1 December 2023

The parties agree that a one-off gross lump sum of \$500 be paid to all employees who are employed as at 1 December 2023. This will be pro-rated according to FTE for part-time and casual employees.

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 on or before the end of Term 4, 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.

The minimum payment for any eligible employee, regardless of FTE, will be \$50, and no employee shall receive more than \$500 gross in total.

Clause wording is included in the attached Annexe 3. This clause wording will be removed in subsequent collective agreements.

5. Joint guidance for employers

The parties agree that the PSA and NZSTA will work collaboratively to produce joint guidance for employers about the interpretation of the collective agreement as it relates to an employee's remuneration and conditions.

6. Related matters

We note that this settlement will be implemented by the Education Payroll by 16 June 2023, providing it is signed by 5 May 2023.

The parties agree that the terms and conditions in the collective agreement, bar the additional payment to employees bound by the collective agreement, will be passed on to non-union staff.

7. 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 20 March 2023 by:

Dolly Larkins
Advocate for the PSA

Isabella Sutherland
Advocate for the Secretary for Education

Witnessed:
Kate Lethbridge
for New Zealand School Trustees Association

The parties agree to amend the collective agreement as follows:

4.2 Pay rates for grade A, grade B, grade C and grade D from 11 December 2022

4.2.1 This agreement specifies the minimum rates of pay.

4.2.2 With effect from 11 December 2022, the following pay scale will apply to all non-teaching staff employed by specialist residential schools, except those in the Specialist Executive/Management Group and those who routinely undertake work described in the Administration Support Staff Work Matrix Table, whether designated as administration support staff or not:

Grade	Step	Current rate	Rates effective from 11 December 2022	Rates effective from 11 December 2023
Grade A	1	\$45,320	\$49,320	\$51,320
Grade A	1	\$45,320	\$49,320	\$51,320
Grade A	1	\$45,320	\$49,320	\$51,320
Grade B	2	\$45,530	\$49,530	\$51,530
Grade B	3	\$45,530	\$49,530	\$51,530
Grade B	4	\$45,956	\$49,956	\$51,956
Grade B	5	\$46,146	\$50,146	\$52,146
Grade B	6	\$46,353	\$50,353	\$52,353
Grade C	7	\$47,230	\$51,230	\$53,230
Grade C	8	\$48,677	\$52,677	\$54,677
Grade C	9	\$50,187	\$54,187	\$56,187
Grade C	10	\$51,757	\$55,757	\$57,757
Grade C	11	\$53,377	\$57,377	\$59,377
Grade D	12	\$55,022	\$59,022	\$61,022
Grade D	13	\$56,678	\$60,678	\$62,678
Grade D	14	\$58,446	\$62,446	\$64,446
Grade D	15	\$60,274	\$64,274	\$66,274
Grade D	16	\$61,796	\$65,796	\$67,796

4A.3 Administration Support Staff rates

4A.3.1 The following minimum pay rates will apply to all employees who routinely undertake work as described in the Administration Support Staff Work Matrix Table, whether designated as an Administrator or not. The new pay rates will apply from 11 December 2022.

4A.3.2 Employers may agree a pay rate above stated maximum for rate for each Grade specified in the pay rate table.

4A.3.3 Administration Support Staff Pay Rates:

Grade	Step	Current rate	Rate effective from 11 December 2022	Rate effective from 11 December 2023
1	1	\$47,320	\$51,320	\$53,320
2	1	\$49,026	\$53,026	\$55,026
	2	\$50,710	\$54,710	\$56,710
	3	\$52,416	\$56,416	\$58,416
	4	\$54,104	\$58,104	\$60,104

3	5	\$55,412	\$59,412	\$61,412
	6	\$56,720	\$60,720	\$62,720
	7	\$58,029	\$62,029	\$64,029
	8	\$59,337	\$63,337	\$65,337
4	9	\$61,136	\$65,136	\$67,136
	10	\$62,936	\$66,936	\$68,944
	11	\$64,735	\$68,735	\$70,797
	12	\$66,535	\$70,535	\$72,651
	13	\$68,397	\$72,397	\$74,569
5	1	\$70,990	\$74,990	\$77,240
	2	\$73,611	\$77,611	\$79,939
	3	\$76,211	\$80,211	\$82,617
	4	\$78,811	\$82,811	\$85,295
	5	\$81,411	\$85,411	\$87,973
	6	\$84,011	\$88,011	\$90,651
	7	\$86,616	\$90,616	\$93,334
6	1	\$88,629	\$92,629	\$95,408
	2	\$90,646	\$94,646	\$97,485
	3	\$92,643	\$96,643	\$99,542
	4	\$94,661	\$98,661	\$101,621
7	1	\$98,155	\$102,155	\$105,220
	2	\$101,670	\$105,670	\$108,840
	3	\$105,165	\$109,165	\$112,440
	4	\$108,680	\$112,680	\$116,060
	5	\$112,174	\$116,174	\$119,659
	6	\$115,688	\$119,688	\$123,279

Consequential Changes

The parties agree to remove the following transitional clause in the agreement:

4A.4 Translation to new administration support staff rates

4A.4.1 Administration support staff who were employed under this Agreement on or after 20 August 2021 will translate to the applicable pay equity rate based on the step or steps held from 20 August 2021, as set out in the table below:

Grade and Step prior to 10 March 2022	Rates effective 10 August 2021	Grade and Step effective 10 March 2022	Annual rate effective 10 March 2022	Translation Grade	Translation step	Translation Rate
A1-3	\$44,000	A1	\$45,320	1	1	\$47,320
B4	\$44,200	B2	\$45,530	2	1	\$49,026
B5	\$44,400	B3				
B6	\$44,600	B4	\$45,956	2	2	\$50,710
B7	\$44,800	B5	\$46,146	2	3	\$52,416
B8	\$45,000	B6	\$46,353	2	4	\$54,104

C9	\$45,850	C7	\$47,320	3	5	\$55,412
C10	\$47,255	C8	\$48,677	3	6	\$56,720
C11	\$48,725	C9	\$50,187			
C12	\$50,245	C10	\$52,757	3	7	\$58,029
C13	\$51,815	C11	\$53,377	3	8	\$59,337
D14	\$53,415	D12	\$55,022	4	11	\$64,735
D15	\$55,023	D13	\$56,678	4	12	\$66,535
D16	\$56,743	D14	\$58,446	5	2	\$73,611
D17	\$58,514	D15	\$60,274			
D18	\$59,996	D16	\$61,796	5	3	\$76,211
Executive Managers			From \$70,000 and up to and including \$71,981	6	1	\$88,629
			From \$71,982 and up to and including \$75,770	6	2	\$90,646
			From \$75,771 and up to and including \$78,856	6	3	\$92,643
			From \$78,857 and up to and including \$94,660	6	4	\$94,661
			From \$94,661 and up to and including \$98,154	7	1	\$98,155
			From \$98,155 and up to and including \$101,669	7	2	\$101,670
			From \$101,670 and up to and including \$105,164	7	3	\$105,165
			From \$105,165 and up to \$108,679	7	4	\$108,680
			From \$108,680 and up to and including \$112,173	7	5	\$112,174
			From \$112,174 and up to and including \$115,688	7	6	\$115,688
No pay equity correction is required for Executive Managers, who at the date prior to the pay equity rates coming into effect, are paid above \$55.62 per hour or \$115,688 per annum						

4A.4.2 There is no pay equity correction required for Executive Managers, who at the date prior to the pay equity rates coming into effect, are paid above \$115,688 per annum.

4A.4.3 Administration support staff whose hourly rate upon translation exceeds the applicable Work Matrix maximum hourly rate will retain that higher rate.

4A.4.4 These increases are additional to, not a replacement for, annual progression under clause 4A.6.

The parties agree to amend the clause numbering in the agreement as follows:

4A.4 Placement on appointment

- 4A.4.1 The employer will determine job descriptions and / or other written requirements and the applicable Work Matrix Grade for all positions as part of the recruitment process.
- 4A.4.2 Upon appointment to an administration position, the employee's role must be placed in a Work Matrix Grade using the Administration Support Staff Work Matrix Table set out in clause 4A.2.1.
- 4A.4.3 The Work Matrix Grade of each role will be determined by identifying one or more of the highest level skills / demands / responsibilities, as set out in the Administration Support Staff Work Matrix Table in clause 4A.2.1 required for the competent performance of the role. The skills / demands / responsibilities must be a routine and ongoing part of the role; isolated or one-off demands must not be included. The employer should do this using the joint NZSTA / NZEI Te Riu Roa / Ministry of Education guidance provided for this purpose.
- 4A.4.4 An administrator employed for two or more distinct positions, must be placed in the appropriate Work Matrix Grade for each position.
- 4A.4.5 The pay rate can be at any step within the minimum and maximum rates of the applicable Work Matrix Grade. In determining the applicable pay rate, the employer should also consider any particular skills and qualifications held by the administration support staff as well as any previous relevant paid or unpaid work experience.
- 4A.4.6 Where an employee has previously been employed in an administration role covered by the Administration Support Staff Pay Equity Claim Settlement, and the break in employment (including between employers) has been less than 12 months then the following applies:
Based on information about their previous employment provided by the employee, placement on appointment must take into account their previous service as follows:
- Where the skills / demands / responsibilities of the new role is within the same Work Matrix Grade as the previous role, the starting step should be at least the step they last held.
 - The employer should also consider any particular skills and qualifications held, as well as any previous relevant paid or unpaid work experience undertaken by the employee since they were last employed.

4A.5 Progression within the work matrix grades

- 4A.5.1 Subject to clause 4A.5.2 below, from 20 August 2021, for employees paid in Grades 5, 6 and 7 progression through steps within each grade will be on an annual basis, either on the employee's anniversary date or, where no anniversary date is established, 12 calendar months from the effective date of the pay equity rates and annually thereafter until the employee reaches the maximum step of their grade. Progression does not occur beyond the top step of these grades.
- 4A.5.2 Progression is subject to the employee meeting or exceeding standards of performance as assessed by the employer against the job description and/or written requirements for the position. Progression will occur unless the employer considers this requirement has not been met and has informed the employee in writing no later than two months prior to the progression becoming due.

- 4A.5.3 Subject to clause 4A.5.4 below, from 20 August 2021, for employees paid in Grades 2, 3 and 4 progression through the steps of Grades 2, 3, and 4 will be on an annual basis, either on their anniversary date or, where no anniversary date is established, 12 calendar months from the effective date of the pay equity rates and annually thereafter. Progression does not occur beyond the top step of Grade 4.
- 4A.5.4 Progression under clause 4A.5.3 will occur unless:
- (a) the employee is not meeting, or exceeding standards of performance as outlined in 4A.5.2 above; or
 - (b) the work is deemed to stay in the current grade, i.e., where the employer considers the work is solely within current grade and has informed the employee in writing no later than two months prior to the progression becoming due; or
 - (c) the employee has progressed to the maximum step of their applicable grade.
- 4A.5.5 An employee, who has the right to representation at any stage, may request their employer reconsider their salary progression.
- 4A.5.6 For employees employed prior to 4 July 2022, if progression on the basis of the rules set out in clauses 4A.5.1 to 4A.5.5 above would put the employee in a worse position than they would have been in had they remained subject to the pay scale and progression rules existing prior to 20 August 2021, the employee shall be entitled to progress to the rate they would have been on under the previous system.

4A.6 Pay equity review

- 4A.6.1 The remuneration of employees who routinely undertake work described in the Administration Support Staff Work Matrix Table set out in clause 3B.2.1 will be reviewed periodically to ensure that pay equity is maintained. These reviews will be aligned with the collective bargaining round.
- 4A.6.2 The parties agree to consider a range of available information as part of any review, including but not limited to, trends in changes to the Labour Cost Index, Consumer Price Index, and Treasury analysis of labour movements, as well as trends in changes to the remuneration of the comparator workforces used to assess the Administration Support Staff Pay Equity Claim.

The parties agree to add clause wording to the agreement as follows:

5.17 Disregarded sick leave

- 5.17.1 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.
- 5.17.2 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.
- 5.17.3 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.
- 5.17.4 Where paid sick leave has been deducted for any period subsequently granted as disregarded sick leave under clause 5.17.1 above, the sick leave will be reinstated.

The parties agree to add clause wording to the agreement as follows:

1.7 Additional Payments

1.7.1 The parties to this Agreement recognise the value in their ongoing and productive relationship, including their joint efforts to ensure employees in specialist residential schools are valued and well supported. Collective bargaining is a key part of those joint efforts.

1.7.2 In recognition of the benefits arising out of the parties' relationship, including the Public Service Association's role in negotiating terms and conditions for specialist residential schools' employees, each full-time employee who was a member of the PSA as at 11 December 2022 will be paid a one-off payment of \$750 gross.

The payment will be pro-rated for:

- (i) part-time employees based on their full-time equivalent (FTE) as at 11 December 2022.
- (ii) Casual employees who have worked a minimum of 8 hours over the period 1 July to 10 December 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.

Employees who were a member of the PSA as at 11 December 2022 and on that day were on approved unpaid leave under Part 5 of this agreement, are entitled to receive the one-off payment of \$750 gross when they return to work, 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 11 December 2022 had they not been on approved leave.

An employee may be eligible to have the payment calculated under more than one category. However, no eligible employee will receive a total gross payment that is less than \$75 or more than \$750 in total.

1.7.3 A one-off lump sum of \$500 gross will be paid to all full-time employees who are employed on 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 who are on approved unpaid leave under Part 5 of this agreement on 1 December 2023 are entitled to receive the one-off payment of \$500 gross when they return to work, providing that they return on or before the end of Term 2, 2024 or on or before the end of Term 4, 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 category. However, no eligible employee will receive a total gross payment that is less than \$50 or more than \$500 in total.

Note: Clause 1.7 will be removed in subsequent collective agreements.

The parties agree to make technical amendments to the agreement as follows:

Clause number / reference	Current wording	Updated wording	Reason for change
1.3.2	The Employer shall not be required to offer this Agreement to a casual day to day reliever employed for no more than two weeks in any one engagement. This will apply to a short-term casual Employee relieving for a staff member absent due to sickness, bereavement, or staff training; or in emergency situations.	The Employer shall not be required to offer this Agreement to a casual day to day reliever employed for no more than two weeks in any one engagement. This Agreement will apply to a short-term casual Employee relieving for a staff member absent due to sickness, bereavement, or staff training; or in emergency situations if they are employed for more than two weeks in one engagement.	Additional wording for clarity
1.5 "Employee"	"Employee" – means a person employed on a full-time or part-time basis whether salaried or temporary/fixed-term.	"Employee" - means a person employed on a full-time or part-time basis whether salaried, or temporary/fixed-term or casual.	Clarity to align with clause 1.3.2
1.5 "Employer"	"Employer" - means the Board of Trustees or Commissioner of Halswell Residential College/Westbridge Residential School, Ko Taku Reo, and Salisbury School.	"Employer" - means the School Board of Trustees or Commissioner of Halswell Residential College/Westbridge Residential School, Ko Taku Reo, and Salisbury School.	Align with wording in legislation
4.2.2 Pay scale table for Grades A-D	'Cummulated increase'	' Cumulated increase'	Corrected spelling
4.13.2	Average weekly earnings will be calculated over a 52 consecutive week calculation year (normally December to November) by dividing gross earnings (as defined in s14 of the Holidays Act 2003) by 52. Absences on sick leave for a complete week are to be excluded from both the gross taxable earnings and the divisor.	Average weekly earnings will be calculated over a 52 consecutive week calculation year (normally December to November) by dividing gross earnings (as defined in s14 of the Holidays Act 2003) by 52. Absences on sick leave for a complete week are to be excluded from both the gross taxable earnings and the divisor.	Compliance with Holidays Act

5.2.5	An employee required to work on a designated holiday (see 5.1.2) will be granted equivalent time off in lieu. They will receive no payment in addition to 8 hours ordinary pay until after 8 hours have been worked, when the appropriate overtime rate will be paid.	An employee required to work on a designated holiday (see 5.1.2) will be granted equivalent time off in lieu. They will receive no payment in addition to 8 hours ordinary pay until after 8 hours have been worked, when The appropriate overtime rate will be applicable after 8 hours have been worked at the employee's ordinary rate.	Clarity
5.5.5 Note	Note: <i>The operation of the provision shall not disadvantage any Employee in relation to any minimum entitlement under the Holidays Act 2003.</i>	Note: <i>The operation of the provision shall not disadvantage any Employee in relation to any minimum entitlement under the Holidays Act 2003.</i>	Remove from 5.5.5 and insert Note under 5.5.6 for clarity
5.5.7	Employees with over 20 years' continuous service may anticipate 1 years' annual leave entitlement for the purpose of taking an overseas trip.	Employees with over 20 years' continuous service may anticipate and take 1 years' annual leave entitlement in advance for the purpose of taking an overseas trip.	Additional wording for clarity
5.7.1 Parental Leave	Parental Leave will be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987. The following is a guide to the four types of leave available to Employees who qualify: (a) Maternity leave for the mother of the child in one continuous period, not exceeding 14 weeks (without pay); (b) Special leave totalling up to 10 days (without pay) for reasons connected with the pregnancy; (c) Paternity leave up to 14 consecutive days (without pay) for the spouse or partner of the pregnant woman; (d) Extended parental leave of up to 52 weeks (without pay) for either the mother or father of the child.	Parental Leave will be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987. The following is a guide to the four types of leave available to Employees who qualify: (a) Primary carer leave for one continuous period not exceeding 26 weeks; (b) Special leave totalling up to 10 days (without pay) for reasons connected with the pregnancy; (c) Partner's leave of either 1 week or 2 weeks depending on the circumstances of the employee (without pay); (d) Extended parental leave for the primary carer or the person assuming responsibility for the care of the child, for either 26 weeks to 52 weeks depending on the circumstances of the employee (without pay).	Updated provision in line with legislative changes; Gender neutral wording

5.7.2	Employees intending to take extended parental leave are required to give at least 3 months' notice in writing, supported by a doctor's certificate, confirming the pregnancy and expected date of delivery; or in the event of an adoption, provide the Employer with notice within 14 days of the Employee receiving notice confirming the adoption.	Employees intending to take extended parental leave are required to give at least 3 months' notice in writing, supported by a doctor or midwife's certificate, confirming the pregnancy and expected date of delivery; or in the event of an adoption, provide the Employer with notice within 14 days of the Employee receiving notice confirming the adoption.	Clarity
5.7.3 Note	Note: Clauses 5.7.1 to 5.7.3 summarise, but do not take the place of the Parental Leave and Employment Protection Act 1987. A copy of the Act and other associated material is also available on www.dol.govt.nz	Note: Clauses 5.7.1 to 5.7.3 summarise, but do not take the place of the Parental Leave and Employment Protection Act 1987. A copy of the Act and other associated material is also available on www.employment.govt.nz	Updated website reference
5.7.4	Ex-gratia payment	Parental Grant	Aligns with language used in current legislation
5.9.4	Where absence on sick leave, whether with or without pay, extends beyond three consecutive days, Employees may be required to produce a medical certificate signed by a registered medical or dental practitioner stating the probable period of absence.	Where absence on sick leave, whether with or without pay, extends beyond three consecutive days, the Employees may be required to produce a medical certificate signed by a registered medical or dental health practitioner stating the probable period of absence.	Aligns with language used in current legislation
7.5.2 (a) ii	The Employment Relations Service can be contacted by e-mail at info@ers.dol.govt.nz .	The Employment Relations Service can be contacted by e-mail at info@ers.dol.govt.nz.	Remove reference as email address no longer in service
8.10	Keyboard and VDU provisions	Computer-related health provisions	Update reference as language is outdated
8.10.1	The School will abide by the provisions of the Ministry of Business, Innovation and Employment Approved Code of Practice for the use of Visual Display Units, published in October 1995.	The School will abide by the provisions of the Ministry of Business, Innovation and Employment Approved Code of Practice for the use of Visual Display Units, published in October 1995. The School will abide by the guidance produced jointly by	Update reference as the MBIE provisions were revoked in 2011

		<p>ACC and WorkSafe on the prevention and management of computer-related health issues, published September 2017.</p> <p>These guidelines are available at worksafe.govt.nz/topic-and-industry/work-related-health/musculoskeletal-disorders/ergonomics/safely-using-computers-at-work.</p>	
8.10.2	<p>Employees who are engaged on VDU duties for at least 50 percent of their normal working time shall be entitled to an eye test at School expense. If the test discloses that prescription spectacles are required for the normal viewing distance of a VDU, or that eyesight problem has been created or worsened by VDU then costs will be met by the School within the following limits: a \$250 cap for replacement lenses and a \$250 cap for first provision of spectacle frames by prior agreement with the Employer, who may take into account any applicable private insurance held by the Employee (Education Benevolent Society or similar).</p>	<p>Employees who are engaged on VDU computer duties for at least 50 percent of their normal working time shall be entitled to an eye test at School expense. If the test discloses that prescription spectacles are required for the normal viewing distance of a VDU computer, or that eyesight problem has been created or worsened by a VDU computer then costs will be met by the School within the following limits: a \$250 cap for replacement lenses and a \$250 cap for first provision of spectacle frames by prior agreement with the Employer, who may take into account any applicable private insurance held by the Employee (Education Benevolent Society or similar).</p>	
Throughout the document - References to "Ministry of Education"	"Ministry of Education"	"Ministry of Education Te Tāhuhu o te Mātauranga"	Updated reference
Throughout the document - References to "his/hers" "he/she"	"his/hers" "he/she"	Replace with "they" "them" "their" where appropriate	Gender neutral language

SIGNATORIES TO AGREEMENT

Isabella Sutherland
for and on behalf of the SECRETARY FOR EDUCATION
acting under delegated authority from the PUBLIC SERVICE COMMISSIONER

1 May 2023

Dolly Larkins
for and on behalf of THE NEW ZEALAND PUBLIC SERVICE ASSOCIATION

1 May 2023

Kate Lethbridge
Witnessed by the NEW ZEALAND SCHOOL TRUSTEES ASSOCIATION

1 May 2023